



*Centre for Development of Advanced Computing*

A Scientific Society of Ministry of Electronics & Information Technology,

Government of India

Innovation Park, PANCHAVATI, Pashan Road, Pune - 411008

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**CDAC, Pune invites `ONLINE' bids**

**for**

**Selection of a Service Provider for DCLC Based Co-  
location Facility for AI IT Infrastructure Equipment**

Prospective Bidders may download the Tender Document from [www.cdac.in](http://www.cdac.in) / [GeM portal](#) .  
Bidders are advised to go through instructions provided at `Instructions for online Bid  
Submission' and submit duly filled bids online on the website [GeM portal](#) as per the schedule  
given in the Tender Document.



### **Instruction for Online Bid Submission:**

- The bidders are required to submit soft copies of their bids electronically on the GeM Portal. More information useful for submitting online bids on the GeM Portal may be obtained at: <https://www.gem.gov.in> (For any queries at: [helpdesk-gem\[at\]gov\[dot\]in](mailto:helpdesk-gem[at]gov[dot]in) contact information is provided on the provided GeM link. In case of any doubts and/ or queries pertaining to technical solution, specifications terms and conditions of the tender, prospective bidder may send their queries in writing through **e-mail (mmg@cdac.in)**. The queries, requests for clarifications etc. must be sent minimum two days prior to the pre-bid meeting date/time, positively. The bidders are requested to go through the entire tender document thoroughly, before raising any query. C-DAC, Pune shall address the queries raised by the bidders. The replies to queries would be made available on C-DAC's web site in due course of time. All the queries, doubts, clarifications etc. must be submitted in xls format only as given in the tender document.



## ***SECTION I – INVITATION OF BIDS***

### **1. Background**

Centre for Development of Advanced Computing (C-DAC) is a premier R&D organization of the Ministry of Electronics and Information Technology (MeitY) for carrying out R&D in IT, Electronics and associated areas. Different areas of C-DAC had originated at different times, many of which came out as a result of identification of opportunities. C-DAC has today emerged as a premier R&D organization in IT&E (Information Technologies and Electronics) in the country working on strengthening the national technological capabilities in the context of global developments in the field and responding to the change in the market need in selected foundation areas. In that process, C-DAC represents a unique facet working in close conjunction with MeitY to realize the nation's policy and pragmatic interventions and initiatives in Information Technology. As an institution for high-end Research and Development (R&D), C-DAC has been at the forefront of the Information Technology (IT) revolution, constantly building capacities in emerging/enabling technologies and innovating and leveraging its expertise, caliber, skill sets to develop and deploy IT products and solutions for different sectors of the economy, as per the mandate of its parent, the Ministry of Electronics and Information Technology, Ministry of Communications and Information Technology, Government of India and other stakeholders including funding agencies, collaborators, users and the market-place. Established in 1988, C-DAC Pune is the headquarters of the Centre for Development of Advanced Computing and serves as a premier R&D institution under the Ministry of Electronics and Information Technology (MeitY), Government of India. C-DAC Pune focuses on key domains such as High-Performance Computing (HPC), Artificial Intelligence, Cybersecurity, Quantum Computing, and Digital Transformation.

C-DAC Pune has been at the forefront of developing India's indigenous supercomputing capabilities under the National Supercomputing Mission, contributing significantly to PARAM series of supercomputers. The centre also plays a pivotal role in advanced research and innovation in areas such as Cloud Computing, Big Data Analytics, Blockchain, Language Computing, and Healthcare Informatics. With strong capabilities in product development, technology standardization, and capacity building, C-DAC Pune actively supports national initiatives through solutions in e-Governance, secure digital platforms, and mission-critical applications. The centre is also deeply engaged in Upskilling and Reskilling programs, nurturing talent across emerging technologies and strengthening India's digital ecosystem.

C-DAC, Pune, having its office at C-DAC Innovation Park, Panchwati, Pashan, Maharashtra – 411008, hereby invites technically complete and commercially competitive proposals (hereinafter referred to as "Bids") to this Request for



Proposal (“RFP”) from eligible Co-location Data Centre Service Providers for providing Co-Location services to C-DAC for its Data Centre requirement.

As per the requirements set out in this RFP, the Data Centre (DC) must be located in the Tier -1 cities like Delhi/NCR (*Preferable*), Mumbai (MMR), Pune, Bangalore, Chennai, Hyderabad, Ahmadabad area within India.

The formulation of the evaluation criteria, conduct of the evaluation of responses to the RFP, and the subsequent selection of the successful bidder will be entirely at the discretion of C-DAC. The decision of C-DAC in this regard shall be final and binding, and no correspondence or representation in this matter shall be entertained.

The purpose of this RFP is to select a technically competent and financially competitive Service Provider to establish and host C-DAC’s mission-critical IT infrastructure in a secured Co-location Data Centre environment at one of the identified site among these locations within India : Delhi/NCR (*Preferable*), Mumbai (MMR), Pune, Bangalore, Chennai, Hyderabad, Ahmadabad, after finalization of L1 Bidder. Interested entities are advised to study this RFP document carefully before submitting their proposals in response. Submission of a proposal shall be deemed to have been made after thorough study, examination, and full understanding of the RFP terms, conditions, and implications.

C-DAC reserves the right to negotiate, modify, or alter any/all terms and provisions of the RFP/agreement pursuant to the RFP, and may seek additional information, if required, from the bidders. C-DAC also reserves the right to withdraw this RFP without assigning any reason and without incurring any liability to the bidders or any other person/party.

This RFP sets out the scope of services, deliverables, performance standards, and outcomes expected from the selected bidder. Unless otherwise specified, the responsibility for the manner of achieving these requirements shall lie with the bidder.

Submission of a bid shall be considered conclusive evidence that the bidder has acquainted itself with all instructions, terms, conditions, and specifications contained in this RFP, and agrees to abide by them, unless explicitly indicated/commented upon in the bid. Bids submitted after the deadline prescribed for submission shall be rejected and returned unopened to the bidder.

### 1.1 Proposed Co-location Data Centre

The proposed Col-location Data Center should meet following requirements:

- a. Proposed Site should meet specifications as per the Eligibility Criteria mentioned
- b. The proposed location for the Co-Location Data Centre must be in one of the Delhi/NCR (*Preferable*), Mumbai (MMR), Pune, Bangalore, Chennai, Hyderabad, Ahmadabad area within India.



## 1.2 Contract Period

- a. The initial period of contract for providing the Data Center Services for hosting will be for **initial for 3 years**.
- b. The contract period may be further extended, at the sole discretion of C-DAC, in blocks of one (1) year at a time for a maximum period of seven (7) Years, on the same terms and conditions as contained in the Agreement, unless otherwise mutually agreed in writing. For each year beyond the initial 3 years contract period, the annual price shall be subject to the same year-on-year percentage increase in charges as quoted and accepted in the commercial bid. The Service Provider shall be obligated to continue providing services during such extended period(s) on these terms, unless C-DAC notifies its intention not to extend the contract.

## 2. Introduction

This RFP is being floated to select the most appropriate service provider for Hosting Co-location Facility for C-DAC's Data Centre. That includes not only colocation space along with electrical and cooling infrastructure but also to supply, install, testing and commissioning of DCLC cooling solution including Cooling Distribution Unit (CDU) Underfloor SS Piping, Grooved piping, flexible hoses, PIBCV valve, instrumentation, SS Cable Tray, few racks with PDU, network cabling till inside server room etc.

## 3. Contact information

Materials Management Group (MMG)  
Centre for Development of Advanced Computing (C-DAC)  
Innovation Park, Panchavati, Pashan Road,  
Pune - 411008, Maharashtra India  
E-mail: [mmg@cdac.in](mailto:mmg@cdac.in)

## 4. Two Bid (ePacket) System:

The bids must be uploaded/ submitted on-line through the GeM portal <https://www.gem.gov.in>, as explained below

### 4.1. **TECHNICAL BID (pdf format) should be submitted having the following documents:**

#### 4.1.1. **Section-I**

- a. Covering Letter, as per **Annexure – A**.



- b. Authorization letter (on bidder's letterhead) issued by the competent authority of bidder, authorizing the signatory to sign on behalf of the bidder, as per **Annexure – B**.
- c. Scan copy of EMD submitted

#### 4.1.2. Section-II:

- a. A copy of Certificate of Incorporation, Partnership Deed / Memorandum and Articles of Association / any other equivalent document in the name of bidder, showing date and place of incorporation, in India as applicable.
- b. A copy of GST registration certificate of the bidder.
- c. Copies of necessary documents related to eligibility criteria as mentioned in this RFP.
- d. A summary of the projects implemented covering all the details must be enclosed with the Technical Bid.
- e. The self-certified copies of audited balance sheets or the certificate/s from a Chartered Accountant for the last three financial years indicating the annual sales turnover.
- f. Manufacturer authorization certificate as per **Annexure-C**, for **Cooling Distribution Unit (CDU), Grooved fitting, PIBCV Valve etc.** Supplies of the required specifications issued by respective OEMs
- g. The declaration in compliance with the provisions stipulated in the Make In India (MII) Order No. P-45021/2/2017-PP(BE-II)-Part(4)Vol.II dated 19.07.2024 issued by Public Procurement Section, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, GoI along with achieving Minimum Local Content as declared by the relevant Ministries/Departments and any amendment/ addendum issued thereafter.. Certificates from respective OEMs declaring the country of OEM, country of manufacture, and percentage of local contents for Cold Plate, Cooling Distribution Unit, Rack Manifold, SS pipe, grooved all fittings, overall solution, installation, and commissioning services, etc.
- h. Self- certificate form the bidder towards compliance with the provisions of order No.F.7/10/2021-PPD (1) (Public Procurement No. 4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, GoI.
- i. Certificates from bidder towards MII & Land Border Sharing as per Pt. (g) & (h) above as per the format given in **Annexure –N**, declaring the country-of-origin OEM, country of manufacture and percentage of local contents for Cooling Distribution Unit, Grooved fittings & related components etc.
- j. All the necessary documents in support of eligibility criteria stipulated in Section– II, Para-3 (Eligibility Criteria).



- k. Integrity pact as per the format provided in the Annexure O to be submitted by the bidder.

### Section-III:

- a. The executive summary of the bid submitted.
- b. Duly filled Technical Bid (covering the details of solution, detailed bill of material, bill of quantities, technical specifications, makes and models of items, diagrams, layouts, all drawings etc.) Bidder to submit mandatory detailed BOQ for all quantities along with size and this should include but not limited to size of pipe , length of pipe , size of grooved fitting, quantity of grooved fitting, quantity of supply and return valve train, size, type and quantity of valves, hose -length ,size and total quantity, volume of liquid in secondary loop of CDU including piping, etc., CDU primary as well as secondary connection details. etc.
- c. Technical Compliance matrix against all details requested as per Section IV.
- d. The printed catalogue / leaflet / brochures published by the principal manufacturer of the items/models offered/quoted must be submitted along with the Technical Bid.
- e. Legal / statutory permissions required, if any.

**Note:** All the documents listed in (Section-I, II & III) must be arranged in the flow / in sequence as mentioned.

#### 4.2. **FINANCIAL BID :**

The Financial Bid complete in all respects is to be submitted on the GeM portal and the financial breakup to be provided with the bid/ offer.

### 5. Pre-Bid Meeting – Date/ Time/ Venue / Online:

The pre-bid meeting will be held at C-DAC, Pune or in Online mode 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 in the format given below. C-DAC, Pune will respond to these queries during the pre-bid meeting or through clarification published as Reply to Queries/ Corrigendum. The queries/doubt/clarifications etc. must be sent at least two days prior to the date of pre-bid meeting.

- a) C-DAC shall respond to the pre-bid queries received from the prospective bidders . The Bidders will have to ensure that all their queries are submitted in one consolidated mail in a single excel sheet as per the format mentioned in point “c” below. No queries will be attended after the last date for submission of Pre Bid queries (i.e. two days prior to the date of pre-bid meeting)



- b) Clarifications, if any, regarding the terms & conditions of this RFP, any error, omission or discrepancy found in this RFP document must be obtained by the bidder before the last date stated. Thereafter, no representations/ queries will be entertained in this regard. Later, if any issue arise, C-DAC will consider the matter on merits and decide the same prior to opening of commercial bids.
- c) The queries should be necessarily submitted in the following format to the email id provided for the purpose. No other form of communication shall be entertained

Sl. No.	Section / Page No/clause reference	Query from bidder	C-DAC Response

- d) C-DAC shall not be responsible for ensuring that the bidders' queries have been received. Any requests for clarifications received after the indicated date and time may not be entertained by C-DAC.
- e) At any time prior to the last date for receipt of bids, C-DAC may, for any reason, whether at its own initiative or in response to clarifications requested by prospective Bidders, modify the RFP Document by clarifications.
- f) Clarifications (if any) issued by C-DAC at any time before the due date of submission of the bid will become a part of the RFP document and would be notified on the GeM Portal.
- g) To provide prospective bidders reasonable time for taking the clarifications into account, C-DAC may, at any time prior to the date of bid submission extend the date for the submission of Bids.
- h) Requests for clarification on telephone will not be entertained.

#### 6. Opening of on-line e-bids

The technical e-bids will be opened as per through [GeM portal](#) portal - online.

#### 7. Opening of on-line e-bids

The technical e-bids will be opened online on the [GeM portal](#) portal on the due date as per the GeM bid document.

#### 8. Opening of commercial e-bids:

Commercial e-bids of the technically qualified bidders only will be opened. The decision of C-DAC's bid evaluation committee in this regard will be final and binding on bidders. C-DAC's bid evaluation committee will be authorised to take appropriate decision on minor deviations, if any.

The financial bids will be opened `on-line' through [GeM portal](#) portal

***.(END OF SECTION I)***



## ***SECTION II – INSTRUCTIONS TO BIDDERS (ITB)***

### **1. Locations for the Supply, Installation, Commissioning, Warranty Services etc.**

The entire integrated solutions as described in Schedule of Requirements must be supplied, installed, commissioned & supported as per details mentioned in the RFP.

### **2. Order Placements & Payment by**

The orders will be placed and payments shall be released by  
**Centre for Development of Advanced Computing (C-DAC),**  
Innovation Park, Panchavati, Pashan,  
Pune 411008, Maharashtra, INDIA

### **3. Eligibility Criteria**

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

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents as mentioned under pt. 4 of Section I of this RFP. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected.

Participation in this bid is strictly for single legal entity, and no consortium or joint venture is permitted.



Sr. No.	Eligibility Criteria	Document to be submitted
1	The Bidder should be an Indian entity registered in India as per Companies Act 1956 / 2013 or LLPs registered in limited liability partnership act and must be in existence for the last 10 years on the date of issuance of RFP. The Certificate of Incorporation issued by the Registrar of Companies along with the copies of Memorandum and Articles of Association have to be submitted along with the technical bid.	Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed.
2	The Bidder (including its OEM, if any) must comply with the requirements contained in compliance with the Order No.F.7/10/2021-PPD (1) (Public Procurement No. 4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOI and amendment/ addendum thereafter	Bidder should specifically certify in <b>Annexure-N</b> . in this regard and provide copy of registration certificate issued by competent authority wherever applicable.
3	The Bidder must have minimum annual turnover of Rs. 2000 Crores from Data centre Co-location business for each of the last three (3) financial i.e. FY2022-23, FY2023-24 and FY2024-25. (Certificate from statutory auditor/ Chartered Accountant for preceding/current 2025-26 year may be submitted.)	Copy of the audited financial statement for required financial years. (Certificate from statutory auditor/ Chartered Accountant for preceding/current 2025-26 year may be submitted.)
4	Integrity Pact	Integrity Pact to be submitted as per the format provided in <b>Annexure O</b>
5	The Bidder must be in Data Centre Co-location business for a minimum period of 10 years in India (As on RFP date).	Copy of the work order and certificate of completion of the work shall be furnished. The Bidder should also provide User Acceptance Report or customer sign-off report indicating completion and relevant dates.  In case such documents cannot be shared due to Non-Disclosure Agreements (NDAs) or client confidentiality restrictions, the Bidder may submit a



Sr. No.	Eligibility Criteria	Document to be submitted
		self-declaration on Company's letterhead confirming the same.
6	<p>Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects as per Eligibility and CDAC requirements.</p> <p>Or</p> <p>In case client details are covered under Non-Disclosure Agreements (NDAs), the Bidder may provide a self-declaration on Company's letterhead signed by statutory auditor/ Chartered Accountant confirming execution of similar projects as per the Eligibility Criteria and C-DAC requirements</p>	Bidder should specifically confirm on their letter head in this regard as and submit client reference as per <b>Annexure-J</b>
7	<p>Certification Requirements</p> <ul style="list-style-type: none"> <li>•ISO 27001(Data Protection , Risk Management and Legal Protection)</li> <li>•ISO 14001 (Environmental Management System)</li> <li>•ISO 20000 (Quality Commitment)</li> <li>• SOC1 Type2</li> <li>• PCI-DSS ( Protect Card Holder Data )</li> <li>• IS 1893: 1984 or later Seismic proof design</li> <li>• Tier III/Rated 3 Certificate and above by Uptime or TIA 942</li> </ul>	Copy of the Valid Certificate(s) to be provided or If the Proposed facility is new (Less than 6 months of operations) or under construction, then Bidder provides self- declaration of submitting the certification within 9 months from the date of service acceptance/ Go-Live date and, Bidder to provide a valid TIER III / Rated 3 or TIER/ Rated 4 certificates of any of their other facility preferably within the same proposed city for the purposes of initial compliance during the RFP stage.
8	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of CDAC)	A self-declaration on the Company's letterhead signed by company legal head / company finance head confirming that there is no ongoing litigation, arbitration, or dispute with any Government/PSU/Department that materially



Sr. No.	Eligibility Criteria	Document to be submitted
		affects the Bidder's ability to perform obligations under this RFP. Signing authority should be on pay roll of bidder.
9	Bidder should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP.	Bidder should specifically certify in <b>Annexure-I</b> . in this regard.
10	As per the Make In India Order No. P-45021/2/2017-PP(BE-II)-Part(4)Vol.II dated 19.07.2024 issued by Public Procurement Section, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, GoI along with achieving Minimum Local Content as declared by the relevant Ministries/ Departments, bidder has to submit the declaration.	Bidder should specifically certify in <b>Annexure-N</b> in this regard and provide copy of the relevant documents in this regard from OEM as well wherever applicable .
11	The Bidder must be the owner/ sole lessee of the building for the offered premises. In case of leased premises, the unexpired lease period should be available for at least 10 years from the date of RFP submission, with a firm provision/ option to extend the lease for a minimum period of 15 years (or for the entire contract duration), supported by documentary evidence/undertaking from the lessor.	Sale deed/Lease deed for the premises and Self Declaration on Company's letter head . This needs to be signed by company legal head / company finance head and such Signing authority should be on pay roll of bidder.
12	The Bidder must submit an undertaking that the facility being offered is not under any litigation or dispute in any court of law or arbitration or NCLT	Sale deed/Lease deed for the premises and Self Declaration on Company's letter head. This needs to be signed by company legal head / company finance head and such Signing authority should be on pay roll of bidder.
13	Colocation facility under this scope is to be required in Delhi/NCR, Mumbai (MMR), Pune, Bangalore, Chennai, Hyderabad, Ahmadabad area within India.	Bidder needs to submit supporting document.



Sr. No.	Eligibility Criteria	Document to be submitted
14	Proposed facility shall comply with following key dates. I. Fully commissioned, Go-Live and powered on capacity for the Day-1 deployment within three months from Date of Purchase Order	Self-Declaration and Gantt chart to achieve these timelines from the Date of receiving Purchase order
15	Bidder shall be able to service following requirement: a. The proposed area shall be contiguous floor. b. Seating space of <b>10 seats</b> within facility	Signed and Stamped on Bidders Letter head.
17	The Proposed Data Centre floor should have minimum 1500 kg/m <sup>2</sup> of load bearing capacity	Certificate from Structural consultant/Architect or Self-Certification by the employed Structural Engineer authorised personnel of data centre provider.
18	The Proposed Data Centre floor should have minimum 5 meters of height from true floor to true ceiling (below beam bottom ) and a minimum clear height of 3 meters from top of raised floor to the plane of lowest hanging item from the roof. Minimum height for Raised floor shall be 1000 mm.	Self-Certified Layout Drawing with Clear Sectional Drawing
19	The Proposed Data Centre facility shall not have the server hall area on the Ground floor of the premises	Signed and Stamped <b>Annexure K</b>
20	Bidder must offer a metered power model and shall provision IT power monitoring	Signed and Stamped <b>Annexure K</b>
21	(a) Proposed facility must be a carrier-neutral with at least 3 TSP/ISP. Data Centre facility should have minimum 3 diverse fiber entry paths from 2 PoPs to the facility. (b) The TSP/ISP must have a valid Category “A” ISP license from Govt. of India, registered with TRAI and should be valid for another three years (c) The TSP/ISP must have its own International Gateway	(a) Signed and Stamped Annexure K  (b) Attach a copy of the license.  (c) Attach a copy of DoT License/certificate  (d) Documentary proof shall be submitted.



Sr. No.	Eligibility Criteria	Document to be submitted
	<p>(d) The TSP/ISP must be a member of NIXI (National Internet Exchange of India) and must have peering with NIXI at a minimum of three (03) locations in India.</p> <p>(e) The TSP/ISP shall have a minimum aggregate international Internet/backbone capacity of 100 Gbps from its International Gateway(s) in India to its international Points of Presence (PoPs). The TSP/ISP shall own, lease, or have contractual access to one or more international submarine cable systems for providing international Internet connectivity.</p> <p>(f) The TSP/ISP must have at least five (05) International Points of Presence (PoPs) and active peering arrangements with Tier-1 Internet carriers.</p> <p>(g) The TSP's/ ISP's international connectivity shall include at least one Trans-Atlantic route and one Trans-Pacific route and the ISP shall provide redundancy across both Trans-Atlantic and Trans-Pacific routes to ensure uninterrupted international Internet connectivity in the event of failure of any single route.</p> <p>(h) The ISP must have successfully delivered and maintained at least two (02) Internet links of 1 Gbps or higher capacity and at least three (03) Internet link of 10 Gbps or higher capacity during the last three (03) years. The ISP must have a fully resilient and self-healing network architecture for both its domestic backbone and international gateway infrastructure. The bidder shall submit a network architecture diagram along with a self-certified compliance declaration.</p>	<p>(e) Documentary proof shall be submitted.</p> <p>(f) Documentary proof shall be submitted</p> <p>(g) The bidder shall submit a network layout diagram indicating national and international connectivity.</p> <p>(h) Copies of work orders, completion certificates, or customer references shall be submitted as documentary proof.</p>
22	Mandatory Green building certificate as per IGBC or LEED guidelines. (Within 6 months of GoLive of Datacenter)	Signed and Stamped <b>Annexure K</b>



Sr. No.	Eligibility Criteria	Document to be submitted
23	<p>Air Quality Report along with an undertaking on the Service Provider's letterhead, clearly mentioning that the Air Quality in the Data Centre Co-hosting site has severity level G1 (mild) as per ISA-71.04, shall be submitted.</p> <p>In case a new data centre facility is proposed which is under construction or not operational at the time of bid submission, the Bidder may submit a self-declaration/undertaking confirming that the facility shall comply with ISA-71.04 G1 standards within 9 months of Go-Live/commissioning, and the actual Air Quality Report shall be submitted accordingly.</p>	<p>Air Quality Report along with an undertaking on the Service Provider's letterhead confirming that the Data Centre site meets ISA-71.04 G1 (mild) standards shall be submitted. In case of a new or under-construction data centre facility, the Bidder may submit a self-declaration that the report will be submitted within nine of Go-Live Date.</p>
24	<p>Minimum commitment of 30% Green Power allocation to C-DAC on site within 12 months from the date of Go-Live of services. Green Power tariff will be locked-in for the entire contract term</p>	<p>Signed and Stamped <b>Annexure K</b></p>
25	<p>Bidder must have Minimum operational experience of total live IT capacity of 10 MW in a single facility in India. Documentary/Certification proofs are to be enclosed to substantiate the claims made</p>	<p>Self Certification with the list of facilities and current IT loads at the time of bid submission.</p>
26	<p>"Bidder must have minimum one live IT capacity operational with 200 racks or minimum IT load of 2 MW of a single client in one facility/campus in India, being serviced for the past 2 years from the date of RFP. The capacity and racks should be operational (live) and not merely contracted.</p> <p>The Bidder shall submit documentary proof to substantiate the claim, which may include work orders / contracts / completion certificates / invoices.</p> <p>Client references may be provided as per Annexure J format.</p>	<p>Enlist names of minimum 1 customer with following documents 1. Client references as per format in Annexure J. 2. Purchase orders OR Client emails from referenced person mentioned in the client references table</p> <p>Or self-declaration on Company's letterhead confirming the execution and operational status of the project.</p>



Sr. No.	Eligibility Criteria	Document to be submitted
	<p>In case client details or certifications cannot be disclosed due to Non-Disclosure Agreements (NDAs), the Bidder may submit a self-declaration on Company's letterhead confirming the execution and operational status of the project."</p>	
27	<p>Availability of Subject matter experts : Minimum 3 Mechanical, Electrical and Piping (MEP) Subject matter expert to be working with minimum 10 years of overall experience in India with either of the following certifications. a. Accredited Tier specialist (ATS) by Uptime Institute b. Certified Data Centre professional (CDCP) by EPI c. Accredited Tier Designer (ATD) by Uptime institute Note: Minimum 3 years of this experience shall be within Data Centre MEP Design OR management. Documentary/Certification proofs from clients are to be enclosed to substantiate the claims made.</p> <p>In case detailed documents cannot be shared due to internal policies or confidentiality constraints, the Bidder may submit a self-declaration duly signed by the HR Head/Authorized Signatory, certifying the above details.</p>	<p>Following details to be shared 1. Employee name and Employment proof from HR 2. Experience letter with years, previous organization and field of expertise mentioned as per attached format in Annexure L .</p> <p>In case detailed documents cannot be shared due to internal policies or confidentiality constraints, the Bidder may submit a self-declaration duly signed by the HR Head/Authorized Signatory, certifying the above details.</p> <p>PF challans /Form -16 for such employees need to be submitted mandatorily. Bidder should submit certificate issued by authorized signatory or Head of Human resources of the bidder, on bidder's letter head and copies of valid PF challan/Form-16 in the name of said employee in support of this condition</p>
28	<p>Minimum Requirement of Technical personnel at the site 24x7 throughout the day: a. Site Managers : Minimum 5 years of experience b. BMS &amp; NOC Room Supervisors : Minimum 5 years of Experience c. Physical Security In-charge : Minimum 5 years of Experience Note: Minimum 2 years of this experience shall be within Data Centre MEP Design OR management.</p>	<p>Following details to be shared 1. Employee name and Employment proof from HR. Experience letter with years, previous organization and field of expertise mentioned as per attached format in Annexure L.</p>



Sr. No.	Eligibility Criteria	Document to be submitted
	<p>Documentary/Certification proofs from clients are to be enclosed to substantiate the claims made.</p> <p>In case detailed documents cannot be shared due to internal policies or confidentiality constraints, the Bidder may submit a self-declaration duly signed by the HR Head/Authorized Signatory, certifying the above details.</p>	<p>In case detailed documents cannot be shared due to internal policies or confidentiality constraints, the Bidder may submit a self-declaration duly signed by the HR Head/Authorized Signatory, certifying the above details.</p>

**Note:** 100% compliance required for all of the above requirements to qualify for further evaluation of bids



Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

**Note:** If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids will be summarily rejected, and no queries will be entertained.

#### 4. C-DAC Right to amend / cancel

- At any time prior to the deadline for submission of bids, C-DAC for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, reserves the right to modify the bid document.
- The amendments to the tender documents, if any, will be notified by release of Corrigendum Notice on GeM Portal, [www.cdac.in/ tender](http://www.cdac.in/tender) against this tender. The amendments/ modifications will be binding on the bidders.
- C-DAC at its discretion may extend the deadline for the submission of bids if it thinks necessary to do so or if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into consideration the amendments while preparing their bids.
- C-DAC reserves the right to cancel the entire RFP without assigning any reasons thereof

#### 5. 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. Only Single technical solution to be submitted.



## 6. Cost of Bidding

The bidder shall be responsible for and bear all the costs incurred in connection with participation in the RFP process, preparation and submission of its bid, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by C-DAC to facilitate the evaluation process.

C-DAC will in no case be responsible or liable for any costs, regardless of the conduct or outcome of the bidding process.

## 7. Earnest Money Deposit (EMD) Declaration

- a) Bidders shall submit along with the bid, EMD of **INR 4,00,00,000/- (Rupees Four Crores Only)** in the form of unconditional and irrevocable Bank Guarantee (BG) (as per format given in Annexure-H: Bank Guarantee for EMD)/ Direct Transfer / Bank Credit / RTGS / NEFT / Cheque / DD . If BG is submitted, it should be executed by a Nationalized/ Scheduled Bank acceptable to C-DAC. The bank details are provided in the GeM bid document.
- b) No exemption shall be provided for EMD to any bidder.
- c) EMD shall be valid for a period of three months from the last date of submission of the bid.
- d) Non submission of EMD along with Eligibility Bid Document will disqualify the Bidder.
- e) The EMD will not carry any interest.
- f) The EMD of those Bidders, who do not qualify in the eligibility evaluation or technical evaluation, will be returned without interest after completion of RFP process.
- g) The EMD will be refunded to the successful bidder after:
  - a. Acceptance of Purchase Order
  - b. Signing of the Contract(s)
  - c. Submission of required Performance Bank Guarantee (PBG)
- h) C-DAC reserves the right to forfeit the EMD submitted by the bidder, in full or part thereof along with blacklisting/ debarring the bidder, and other action(s) may be taken against bidder if:
  - a. The bidder backs out of the RFP process after the last date and time for submission of bids



- b. The bidder is found to be indulging in Fraudulent & Corrupt practices as defined in this RFP.
- c. The Bidder withdraws or amends its Bid during the period of Bid validity.
- d. The Bidder makes any written statement or encloses any form which turns out to be False/ incorrect at any time prior to signing of Contract; or
- e. Bidder does not respond to requests for clarification of its Proposal.
- f. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
- g. The successful bidder does not accept the Purchase Order issued by C-DAC or fail to sign the Contract(s) within the time prescribed by C-DAC.
- h. The Bidder qualifies in this RFP as a successful bidder but fails or refuses to fulfil its contractual obligations after the award of contract and in case the bidder has not submitted the PBG.
- i. In the case of a successful Bidder, the bidder qualifies and backs out of their commercial quotes or, if the Bidder fails
  - i. to sign the Contract; or
  - ii. to furnish unconditional and irrevocable Guarantee towards the Performance Guarantee as mentioned in this RFP or
  - iii. to furnish Non-Disclosure Agreement (NDA) as per C-DAC's format (Annexure-F)
- i) In exceptional circumstances, C-DAC may seek the Bidders' consent for extension of the period of validity of bids. The request and the responses thereto shall be made in writing. In such a case, the EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD unless it is the shortlisted bidder who has been notified by C-DAC that its bid has been shortlisted. A Bidder granting the request will not be required nor permitted to modify its bid.
- j) Bids submitted without EMD or EMD not submitted conforming to above criteria, will be treated as non-responsive and will be summarily rejected by C-DAC.

## 8. Period of validity of bids

Bids shall be valid for **minimum 90 days** from the date of submission. A bid valid for a shorter period shall stand rejected.

C-DAC may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. A bidder agreeing to the request for extension will not be permitted to modify their bid.



## 9. Submission of Bids- Online

The Bid documents shall be neatly arranged and all pages should be numbered. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will be summarily rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

## 10. Late Bids

C-DAC shall not be responsible and liable for the delay in receiving the valid bids for whatsoever reason. C-DAC will not be responsible for any issues arising / pertaining with GeM Portal for non-submission, failure in submission of bids on-line or receipt & opening of valid bids. Bidders are advised to submit/upload valid e-bids well in advance of the last date and time of submission of the bids. C-DAC will not be responsible for failure in submission/upload of bids for non-working of the online portal on last day/hours/minutes of submissions of bids. It will be very hard for C-DAC to seek extension on the last day of the Due Date/Time, as the portal is designed; developed, maintained & controlled by GeM.

## 11. Evaluation criteria: The evaluation will be based on a scoring criteria.

Only technical bids receiving a score greater than or equal to a cut-off score of **80 marks** out of maximum 100 marks will be processed further.

#	Particulars	Max Marks
1	a) Years of operation b) Revenues and profits in last 3 years c) Name List and % shareholding of all stakeholders d) Live IT load and no of operational assets in India	5
2	An average annual turnover of the bidder during the last 3 financial Years [FY2022- 23, FY 2023-24, FY 2024-25] from Data centre Co-location business/ services from India operations - ≥ INR 2000 - 5 Marks	5
3	Floor Load Bearing Capacity : 1600 kg/sqm – 5 Marks 1500-1600 kg/sqm – 3 Mark	5
	Proposed Data Center offered commercial PUE – PUE: ≤1.3 - 5 Marks, PUE: 1.3 up to < 1.40 - 3 Marks PUE: 1.4 up to < 1.5 - 2 Marks	5
4	DC - Compliance with the technical requirements this including but not limited to Power Infra (Key Features and Design resiliency at Site substation, Panels, Transformers, UPS design, Floor PDU design to Rack PDUs) , Cooling Infra (Key Features and Design resiliency) , Operations (Key facts, Personnel	30



#	Particulars	Max Marks
	and processes to access site, raise requests, client notifications etc.) , Security (Levels of security and Key features, Offered Facility Features (Total IT capacity, no of floors, PUE, Connected Electricity board substations). Etc.	
5	<b>Technical presentation</b> It may include various features and functionalities available in the data centre. Adherence to security, control measures and Project timelines may be explained. Compliance with technical requirement also may be covered. Proposed Solution to CDAC including -Layouts of proposed floors, Offered Resiliency for each ask in Design requirement section , Status of proposed solution to the CDAC, Ability to accommodate additional space and power requests from the CDAC , Electrical Schematic , Cooling Schematic showing entire facility along with CDAC requirement,	20
6	<b>Site Visit</b> The committee will visit and study the proposed data center site to understand the capabilities of the Bidder in accordance with the scope of this bid. Marks will be offered based on the facilities available, Compliance to the requirement specified in the bid and the feedback received from the client/sit, Accessibility of the site Architectural design of the building, Availability of Power and live substation, Campus size. Bidder has to obtain necessary permissions and representatives from C-DAC will visit the site for assessment.	20
7	Detailed Gantt Chart for Project delivery, Latest status of MEP equipment purchases & Delivery, Key dates as per CDAC requirement, Mitigation plan for unforeseeable situations, Project execution planning and implementation plan, Innovativeness -Any value added solution without changes in the specifications	10
	<b>Total</b>	<b>100</b>

## 12. Procedure for opening of the bids

Bids received within the specified closing date and time will be opened on/after the due date as mentioned on the GeM bid document / portal.

## 13. Evaluation of Bids

The bids will be evaluated in two steps.

- a) The bids will be examined based on eligibility criteria stipulated 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 RFP.
- b) Only the bidders, whose technical bid is found to meet the requirements as specified in this document will qualify for opening of the commercial bid . All the information regarding the bid shall be available on the GeM portal.



- c) The decision of the TEC with respect to complete technical evaluation is final and binding on all the bidders.
- d) During evaluation of the bids C-DAC at its discretion may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be through GeM Portal and no change in the prices is permitted. C-DAC shall 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 on 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.
- e) If the information provided by the bidder is found to be incorrect/misleading at any stage/time during the Tendering Process, C-DAC reserves the right to reject all such incomplete bids.

#### 14. Rejection of non-compliant bid:

- a) C-DAC reserves the right to reject any or all bids on the basis of any deviation(s).
- b) Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of C-DAC in the evaluation of bids shall be final.

#### 15. Comparison of Bids

- a) Only the technically qualified bids as per RFP shall be considered for opening and evaluation of price bid.
- b) The total price (all inclusive, including GST, any other charges, etc.) for the services offered by the bidder as submitted on the GeM portal, based on the the price bid format given in this RFP will be considered for the purpose of evaluation of bids & arriving at 'L-1 Bidder' by the GeM portal.

#### 16. Award of Contract

**C-DAC shall award the contract to the qualified bidder whose technical bid has been accepted and determined as the lowest evaluated price bid.**

However, C-DAC reserves the right and has sole discretion to reject the lowest evaluated bid..



## 17. Purchaser's Right to amend / cancel

- a) C-DAC reserves the right to amend the eligibility criteria, commercial terms & conditions, Scope of Supply, quantities, technical specifications etc. The same shall be published on the Portals.
- b) C-DAC reserves the right to cancel the entire or partially tender without assigning any reasons thereof.
- c) C-DAC reserves the right to reject the bid submitted by the lowest evaluated bidder.

*(END OF SECTION - II)*



### **SECTION III – SPECIAL CONDITIONS OF CONTRACT (SCC)**

#### **1. Prices**

- a) The prices quoted shall remain firm and no price escalation will be permitted. Bidder must indicate applicable GST separately as per the BOQ format provided and price bifurcation to be submitted by the bidder along with their financial offer in pdf format. The bidder should exercise utmost care to quote the correct percentage of applicable GST on each item. Any revision in statutory tax /duty structure as on date of supply/ invoice, shall be considered, as/if applicable. However, all inclusive consolidated price to be submitted on the GeM portal.
- b) 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 date of 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.
- c) Notwithstanding the para 1.1 and 1.2 mentioned above, if the bid is silent whether GST is included or excluded in price, for the purpose of evaluation of bids, the prices shall be taken as quoted with GST (i.e. Inclusive of GST) including all other applicable charges to deliver the services. In this case, the order will be placed with the quoted/ submitted price. The GST applicable, if any will be borne by the bidder/contractor
- d) The prices will be compared on the basis of all inclusive rates/ price quoted by the bidder. In case of errors, the bidders will not be permitted to change the GST percentage/Amount.
- e) Bidder must quote in INR only.
- f) The prices quoted must be inclusive of packing & forwarding, freight, insurance, loading, unloading charges /entry tax/road permit charges etc. and allied charges till destination at site.
- g) The group-wise prices must be quoted for all the items as per format given in Section – VI. Before the placement of order, the successful bidder must submit the detailed Bill of Material, giving price for each individual line item, keeping the total price quoted un-changed. The order will be placed on the basis of this BoM. The supplier must ensure that their invoice exactly matches this BoM, so as to avoid any payment complications.

#### **2. Terms & Conditions**

- a) This RFP document along with its Annexure/ Appendices/ Clarifications/ Addenda/ Corrigenda states the terms and conditions of this RFP.
- b) Responding to this RFP and submission of the bid by the Bidder will be deemed as consent from the Bidder to all the terms and conditions mentioned in this RFP



document and the contents of the RFP along with the Annexure(s)/ Clarifications/ Corrigenda/ Addenda issued, if any, will be contractually binding on the bidder.

- c) All the terms and conditions and the contents of the RFP along with the Annexure(s)/ Clarifications/ Corrigendum(s) issued will form the part of the purchase orders/any resulting contracts, to be issued to the selected Bidder from time to time as an outcome of this RFP Process.

### 3. Project Timeline

All the items covered in the Schedule of Requirements (**Section – IV**) must be supplied, installed and commissioned- **within 12weeks i.e. 84 Days** from the date of award of Contract / placement of order..

### 4. Payments (In INR only)

- a) All payments by C-DAC will be made quarterly in arrears excluding monthly power charge, while power charges will be paid monthly in arrears on consumption basis throughout the tenure of the contract.
- b) The invoices toward the services provided in previous three months must be submitted at the completion of the three-month period. The amount payable will be calculated after deduction of any penalty and approved by C-DAC, and payments shall be released within 15 days from submission of invoices.
- c) Applicable TDS will be deducted.
- d) The payments will be released only against complete and valid Tax Invoice/s (mentioning GST registration number), along with all relevant documentation.
- e) No advance payment will be released against purchase order.
- f) The payment will be made against Performance reports and invoices duly signed by the C-DAC officials.
- g) Payment will be released within 15 days from the date of receipt of the invoice after obtaining sign-off given by the C-DAC officials.
- h) Payment of rental charges for co-location services of rack space, seating and storage area will start from the date of sign-off given by C-DAC.
- i) Payment for rental charges for Rack will be released quarterly in arrears on submission of invoice.
- j) The power charges will be paid based on actual consumption on monthly basis in arrears as per the power rate.
- k) The payment terms will also be applicable for extension in services and/ or scaling of space or power, if and as applicable as per the bid terms.



- l) Any penalties / liquidated damages imposed on the bidder for non- performance will be deducted from the payment as deemed necessary.
- m) Bidder has to show the bifurcation/details of GST (CGST/SGST/IGST) in every invoice.

**Note:** All the payments are subject to the submission of valid and complete tax invoices

#### 5. Performance Security Cum Security Deposit

- a) A Performance Bank Guarantee (as per Annexure-G) to the tune of 5% of the value of the contract shall be submitted by the selected Vendor, as Performance Security Cum Security Deposit for the equipment(s) supplied/ Services offered against this RFP within 15 days of award of GeM Contract covering the delivery, implementation and execution period etc.
- b) The Performance Bank Guarantee (PBG) shall be furnished by the Successful Bidder and shall remain valid for the entire duration of the Contract, including any extensions thereof, and for a further period of three (3) months beyond the date of expiry/completion of the Contract i.e. for the period of 42 months from the award of contract, to cover the maintenance period and fulfilment of all contractual obligations.
- c) The PBG shall be kept valid at all times during the subsistence of the Contract. In the event of extension of the Contract for any reason whatsoever, the Successful Bidder shall renew and submit the extended PBG to C-DAC at least one (1) month prior to the expiry of the existing PBG, so as to ensure that the PBG remains valid for the extended Contract period and for a further period of three (3) months thereafter.
- d) In case the Vendor defaults in renewal of PBG as stated above, the PBG or part thereof may be invoked and C-DAC's decision in this matter will be final.
- e) The Performance Bank Guarantee shall be submitted within stipulated time from the date of letter issued for selection as Vendor. The Bank Guarantee should be as per the format given as Annexure-G and should be executed by a Nationalized/ Scheduled bank acceptable to C-DAC and having Branches in Pune, Maharashtra.
- f) In case the selected bidder fails to submit performance bank guarantee within the stipulated time period from the date of letter issued for selection as Vendor, it will be considered that the selected bidder has backed out. EMD of such bidder will be forfeited and the bidder may be blacklisted. C-DAC reserves the right to go for retender. C-DAC at its discretion may cancel the notification placed on the selected bidder without giving any notice.
- g) The PBG/ part thereof may be invoked for an amount that will be decided by C-DAC, when the bidder backs-out of any of his obligations as per this RFP and fails to discharge their contractual obligations during the period or C-DAC incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.



- h) The PBG will not carry any interest.
- i) The PBG will be invoked in full or part (to be decided by C-DAC) in any of following eventualities during the period of contract:
  - 1) The bidder fails to honour expected deliverables or part as per this RFP after issuance of PO
  - 2) Any legal action is taken against the bidder restricting its operations
  - 3) Any action taken by statutory, legal or regulatory authorities for any breach or lapses, which are directly attributable to the bidder.
  - 4) C-DAC incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions\
- j) The performance guarantee will be discharged by C-DAC and returned to the issuing Bank with intimation to the Vendor not later than 60 days following the date of completion of the Vendor's performance obligations including any warranty obligations under the contract.
- k) In the event of any contract amendment, the Vendor shall, within seven days of agreeing to such amendment, furnish the amended performance guarantee, valid for 90 days beyond the duration of the Contract as amended, including warranty obligations.

## 6. Completeness Responsibility

- a) Offer from bidder has to be complete in all respects to comply with the specifications, whether some items are specifically mentioned or not, but required to comply with the quality, quantity and other features of the services.
- b) Notwithstanding the scope of work, engineering, supply and services stated in the RFP document, any equipment, item, material, services, licenses, technical data, engineering or technical services etc., which might not have been specifically mentioned under the scope of supply of this RFP and which are not expressly excluded from the RFP, but which are necessary for the performance of the quoted solution to comply with the specifications, will be treated to be included in the bid and will have to be provided (and/or performed) by bidder, at no extra cost to C-DAC

## 7. Penalty and SLA -Terms & Conditions

- a) Service Level and Definitions

This Section describes the service levels that have been established for the Services offered by the bidder to C-DAC. The bidder shall monitor and maintain the stated service levels to provide quality customer service to C-DAC.

**System availability** is defined as:

$$\frac{\{(Scheduled\ operation\ time - DC\ IT\ infrastructure\ downtime)\}}{(scheduled\ operation\ time)} * 100\%$$

**Where:**

- a. “Data Centre / DC” means the facility proposed by the Service provider to co-host C-DAC’s equipment required to form the C-DAC’s co-located Data Centre.
- b. “Scheduled operation time” means the scheduled operating hours of the System for the month. All planned downtime and emergency downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.
- c. “IT infrastructure downtime” subject to the SLA, means accumulated time during which the DC IT infrastructure is totally inoperable due to in-scope system or infrastructure failure, and measured from the time C-DAC and/or its stakeholder log a call with the bidder help desk of the failure or the failure is known to the bidder from the availability measurement tools to the time when the System is returned to proper operation.
- d. Critical infrastructure of Data Centre will be supported on 24x7 basis.
- e. Outage shall commence when both primary and secondary feeds are installed correctly to the C-DAC equipment and both primary and secondary feeds fail concurrently.
- f. If any one or more of the components defined in “Critical” at the Data Centre Facility are down resulting in non-availability of C-DAC solution deployed, then the services listed in the availability measurements table shall be considered for calculating the downtime.
- g. Typical Resolution time will be applicable only if any equipment or Infrastructure is down as per the below specified table.

Level	Type of Infrastructure	Function/ Technology	Typical Resolution Time
I. Critical	Power Infrastructure	a. Power supply from UPS b. Precision Air conditioning c. The Power Supply Availability shall be determined by flow of electricity on both the duty and standby sub-feed breakers supplied to C-DAC by Service Provider serving the colocation space provided to C-DAC.	Within 15 minutes
II. Critical	Cooling Infrastructure	The Cooling Infrastructure shall be measured in cold aisle by Service Provider’s Building Management System (“BMS”) or on return air at cooling unit level as applicable as well as CDU In and Out Water temperature as well as Each Rack In and Out Water	Within 15 minutes



Level	Type of Infrastructure	Function/ Technology	Typical Resolution Time
		Temperature along with flow rate as provided in drawing. a. Average temperature of 75.2 to 82.4 75 degrees Fahrenheit (24 to 28 degrees Celsius) as per ASHRAE guidelines on a daily basis under 100% C-DAC Equipment load condition b. Average Relative Humidity from 40% to 60%. c. Input Water temperature to Each Rack as 20 Deg C with required flow rate as provided. d. Input to CDU from existing cooling infrastructure along with flow rate.	

#### b) Service Levels

Service Levels will include Availability measurements & Performance Measurements . Availability Report will be provided on monthly basis and a review shall be conducted based on this report. A monthly report shall be provided to C-DAC by the bidder at the end of every month containing the summary of all incidents reported and associated bidder performance measurement for that period. All Availability Measurements will be on a monthly basis for the purpose of Service Level reporting.

Audits of the records and documents pertaining to the Services provided by the Service Provider to C-DAC will normally be done on annual basis and will be performed by C-DAC or C-DAC appointed third party agencies upon prior 30 days written notice to Service Provider as per the agreed scope between the parties.

#### 1) Performance Measure

- a. Performance measurements will normally be done on monthly basis or as required by C-DAC and will be performed by C-DAC or C-DAC appointed third party agencies. The bidder representative will assist C-DAC in performing Performance Measurements.

Type of Infrastructure	Measurement	Expected Service Level
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Maintenance time for servicing	Each planned maintenance time for servicing (up gradation, repairs, regular maintenance etc.) will not be more than 4 hours. This activity will not be carried out during business hours. However, such activities which require more than 4 hours or required to be carried out during business hours will be scheduled in consultation with C-DAC. No Down-Time will be given for any maintenance activity.	99.982%
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- b. If Service Provider fails to maintain the Power Supply Availability and or the cooling Availability in any whole calendar month due to the act or omission of Service Provider, then C-DAC shall be entitled to receive a credit against the monthly recurring charges paid for the colocation space provisioned by C-DAC as set below (“Service Credits”). The Service Credits will only be paid in respect of colocation space which was affected and only if the monthly recurring charges has been paid for that month. The Service Credits are set out below:

Duration of Power Supply or Cooling Unavailability	Service Credit
Below 5 minutes	No Credit
Every 5 additional minutes	2% of monthly recurring charges
25 minutes to 6 hours	10% of monthly recurring charges
6 hours to 12 hours	15% of monthly recurring charges
12 hours to 24 hours	20% of monthly recurring charges
Over 24 hours	25% of monthly recurring charges

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

- c. Record and data for the Service Availability computations and determinations as available in Downtime/ Availability” report. The credits provided herein are



Customer's sole and exclusive remedies for all matters related to the service level Guarantee. The penalty will be subject to an overall cap of one-quarter of the monthly recurring charges for the affected colocation space.

- d. 99.982% uptime SLA translates to the following maximum downtime allowances:

Period	Maximum Downtime
Per Year	~1.58 hours (~95 minutes)
Per Month	~7.9 minutes
Per Week	~1.8 minutes
Per Day	~15.6 seconds

- e. 99% uptime SLA translates to the following maximum downtime allowances:

Period	Maximum Downtime
Per Year	~87.6 hours (3.65 days)
Per Month	~7.3 hours
Per Week	~1.68 hours
Per Day	~14.4 minutes

## 2) Performance Assessment

### a) Assessment of Services

Each element of the Services is subject to assessment by C-DAC against the relevant Performance Criteria.

### b) Notice of non-compliant Services

- If C-DAC considers that all or part of the Services does not meet the specifications, C-DAC will notify the Vendor within seven Business Days of assessing the Services against the specifications.
- C-DAC will include reasons for the Services not meeting the specifications in the notice given.

### c) Rectification of non-compliant Services

If C-DAC notifies the Vendor that all or part of the Services does not meet the Performance Criteria, the Vendor will:

- Take all necessary steps to ensure that the Services are promptly corrected within the period as requested by the bidder or period as mutually agreed upon by both the parties.
- Give notice to C-DAC when the Services have been corrected; and
- Allow C-DAC to repeat the assessment of all or part of the Services against the specifications, within five Business Days after the date of the notice or



such other time as agreed mutually in writing.

## 8. Force Majeure

C-DAC 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), Pandemic, hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises or any other act beyond control of the bidder.

## 9. Indemnity,

The successful bidder shall indemnify, protect and save C-DAC from/against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from/arising out of:

1. Infringement of any law pertaining to intellectual property, patent, trademarks, copyrights etc. by the bidder or
2. Such other statutory infringements by the bidder or caused by the bidder, in respect of all the equipment's supplied by successful bidder, or
3. Caused due to any act/omission/performance/under or non or part performance/failure of the bidder.

## 10. 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 C-DAC.

## 11. 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.

## 12. Termination

Validity of purchase order/rate contract will remain till fulfilment of all obligations (including but not limited to providing comprehensive warranty / support till completion of three 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, C-DAC Pune will give written notice to the bidder directing to set the things right within 30 days of notice. If bidder fails to comply with the requirements, C-DAC shall have the right to



terminate the contract and / or cancel the order/s. The successful bidder agrees and accepts that he shall be liable to pay damages claimed by C-DAC, in the event of termination of contract / cancellation of order, as detailed in this RFP. The successful bidder may terminate the contract by at least 30 days' written notice, only in the event of non-payment of undisputed invoices for 90 days from the due date. Except this situation, the successful bidder shall have no right of termination.

C-DAC will release the due amount payable to successful bidder towards the material and / or services provided till the date of termination, those are accepted by C-DAC. However, the amount towards penalty, if any will be deducted from the payable amounts.

C-DAC reserves the right to terminate the contract / cancel order with or without cause/ reason, by giving 90 days' notice to the successful bidder.

### 13. 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. In no event shall either Party, its officers, directors, or employees be liable for any form of incidental, consequential, indirect, special or punitive damages of any kind

### 14. Disclaimer

The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP 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 RFP and where necessary obtain independent advice. C-DAC Pune 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 RFP.

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of C-DAC or any of its employees is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by C-DAC to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by C-DAC in relation to the subject and scope of work of this RFP. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. This RFP may not be appropriate for all persons, and it



is not possible for C-DAC, its employees, to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions; assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. C-DAC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

C-DAC and its employees make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or not, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

C-DAC also accepts no liability of any nature whether resulting from negligence or otherwise, however, caused arising from reliance of any applicants upon the statements contained in this RFP. C-DAC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the C-DAC is bound to select an Applicant or to appoint the Selected Applicant, as the case may be and C-DAC reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relate to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by C-DAC or any other costs incurred in connection with or relate to its Proposal. All such costs and expenses will remain with the Applicant and C-DAC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.



## 15. Jurisdiction

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

## 16. Corrupt or Fraudulent Practices

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

C-DAC Pune will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.

C-DAC Pune 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.

## 17. 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 Director General, C-DAC shall be final and binding on all parties.

## 18. Integrity Pact.

The bidder is required to enter into an Integrity Pact with C-DAC. For this, the bidder shall submit the scanned copy of signed, stamped and notarised Integrity Pact as per Annexure O on of appropriate denomination, as part of technical bid, failing which, the Proposal submitted by the concerned bidder will be summarily rejected. The original document should be couriered to C-DAC. The format for the Integrity Pact is provided in **Annexure O**.

Details of IEM is provided below:

- 1) Shri. M P Johnson - Email ID- [johnsonmp1961@gmail.com](mailto:johnsonmp1961@gmail.com)
- 2) Shri. Vijay Kumar Singh Email ID - [vijaysinghs10@gmail.com](mailto:vijaysinghs10@gmail.com)



## 19. Confidentiality and Privacy

### a) Confidential Information not to be disclosed

- 1) Information relating to the examination, clarification, comparison and evaluation of the proposals submitted shall not be disclosed to any of the responding firms or their representatives or to any other persons not officially concerned with such process until the selection process is over. The undue use by any responding firm of confidential information related to the process may result in rejection of its proposal.
- 2) The Bidder, including but not limited to its personnel, its partners, agents and associates, is bound by the conditions of the Non-Disclosure Agreement submitted by the Bidder in response to the RFP as per Annexure-F (Non-Disclosure Agreement).
- 3) During the execution of the project, the successful bidder will have access to confidential information of C-DAC such as servers, applications, network design and architecture etc. The bidder shall use the same degree of care to maintain the confidentiality of the information as if the information is their own and shall not disclose at any point of time to any other person/third party the information received. The bidder will:



- a) Use the information only for serving C-DAC's interest and restrict disclosure of information solely to their employees on a need-to-know basis in order to accomplish the purpose stated in this RFP;
  - b) Advise each such employee, before he or she receives access to information, of the obligation of bidder under this agreement and require such employees to honor these obligations. The Bidder will treat as confidential all data and information about C-DAC, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of C-DAC.
- 4) Violation of NDA will lead to forfeiture of performance Bank guarantee and additionally will lead to legal action and blacklisting.

#### b) Exceptions to obligations

The obligations on the parties under this clause (Exceptions to obligations) will not be taken to have been breached to the extent that Confidential Information:

- 1) Is disclosed by a party to its advisers or employees solely in order to comply with obligations, or to exercise rights, under the contract;
- 2) Is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Contract related activities;
- 3) Is disclosed by C-DAC, in response to a request by a House or a Committee of the Parliament/ Assembly;
- 4) Is authorized or required by law, including under the contract, under a license or otherwise, to be disclosed; or
- 5) Is in the public domain otherwise than due to a breach of this clause (Exceptions to obligations).
- 6) Lawfully known by the Recipient at the time of disclosure without any obligation to keep the same confidential
- 7) Independently developed by the Recipient without use or reference to such Confidential Information.

#### c) Obligations on disclosure

Where a party discloses Confidential Information to another person.



- 1) Pursuant to clauses a) and b) above, the disclosing party must: notify the receiving person that the information is Confidential Information; and not provide the information unless the receiving person agrees to keep the information confidential; or
- 2) Pursuant to clauses c) and d) above, the disclosing party must notify the receiving party that the information is Confidential Information.

d) **Additional confidential information**

- 1) The parties may agree in writing after the date of the contract that certain additional information is to constitute Confidential Information for the purposes of the contract.
- 2) Where the parties agree in writing after the date of the contract that certain additional information is to constitute Confidential Information for the purposes of the Contract, this documentation is incorporated into, and becomes part of the contract, on the date by which both parties have signed this documentation.

## 20. Period of confidentiality

The obligations under this clause continue, notwithstanding the expiry or termination of the contract:

- a) Any item of information, for the contract period and one year thereafter; and
- b) In relation to any information which the parties agree in writing after the date of the contract is to constitute Confidential Information for the purposes of the contract, for the period agreed by the parties in writing in respect of that information.

## 21. Intellectual Property Rights

**Intellectual Property:** C-DAC is and shall remain exclusively entitled to all rights and interests in and to all its technology, and the Bidder is and shall remain exclusively entitled to all rights and interests in and to all Bidder's technology. Neither Party shall, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the other Party's technology.

**License:** Ownership of any and all intellectual property rights in any equipment, operating manuals and associated documentation, made available as part of any service or otherwise generated by or for Bidder in connection with this Tender Document, Contract or any subsequent agreement entered shall remain the property of Bidder or its licensors.

**Facilities:** Title to all facilities shall at all times remain with the Bidder and its lessor/ licensor (as may be applicable). The Bidder will provide and strive to maintain the facilities in good



working order. C-DAC shall not take any action that causes or permits the imposition or maintenance of any lien or encumbrance on the facilities. In no event will the Bidder be liable to the C-DAC or any other person for interruption of service or for any other loss, cost or damage caused or related to improper use or maintenance of the facilities by the C-DAC or third parties provided access to the facilities by the C-DAC.

*(End of Section- III)*



## *Section IV (Schedule of Requirement)*

This Section covers the general and technical requirements of Integrated DCLC solutions. The selected Vendor shall bear the cost towards the fulfilment of the entire schedule of requirements.

### 1. Data Centre Location and specification

- 1) The location of the Data Centre will be as mentioned in “Location of the Data Centre site” of this RFP document.
- 2) The proposed Data Centre should meet minimum Tier III or Rated 3 Data Centre specifications by Uptime Institute or TIA 942 Compliance.
- 3) The proposed Data Centre should be Dedicated purpose-built Data Centre.
- 4) The facility should be capable of hosting 48U Rack capacity.
- 5) The Dedicated floor space or Meshed cage area should be sufficient enough to host racks along with sufficient free space for opening of front and rear rack doors for installation/replacement/trouble shooting of hardware and movement of service personnel. Typical Rack Layout is as provided with this document.
- 6) All the racks must be in a same server hall contiguous to each other.
- 7) The racks would be used for hosting the GPUs, servers, network and security equipment, backup libraries etc.
- 8) The placement of all the rack should be carried out in such way to reduce length of network cabling.
- 9) The Vendor shall provide sufficient electrical connections, Air conditioning, backup power through UPS and Generator, network communication facilities, Surveillance, access control system, fire suppression system, physical security and soft services etc. as applicable for DCs, and as required for the proposed equipment on 24 x 7x 365 bases, in order to maintain uptime of all such facilities as per SLA.
- 10) The proposed Data Centre site should comply with the technical requirements specified in this RFP.
- 11) Minimum 99.982% Uptime on monthly basis is required for the DC Environmental Infrastructure and services.
- 12) The Data Centre facility building should be designed and constructed for earthquake resistance and should be away from hazardous chemical materials.
- 13) The Data Centre should be fully redundant in terms of electrical circuits, cooling and network.
- 14) In case the bidder is winding up/ DC premise lease not renewed, the bidder will give C-DAC at least 6 months' notice in writing and not shift our C-DAC's assets until we find the new TIER-3 site. The bidder will also bear the cost of shifting the assets to the new site.

### 2. Technical Requirement

#### a) General

- 1) The Proposed Data Centre facility for CDAC through this RFP is to host their Data Centre and should be located in Delhi/NCR (*Preferred*), Mumbai (MMR), Pune, Bangalore, Chennai, Hyderabad, Ahmadabad area . The land zoning shall be



- qualified for Industrial/Data Centre use with necessary Noise pollution controls in place.
- 2) The Proposed Colocation Data Centre site should comply with the technical requirements specified in technical section in the RFP.
  - 3) The proposed Data Centre's site and Design should be, Carrier neutral & ISO certification complied.
  - 4) The Data Centre facility should be constructed with high-strength reinforced concrete to withstand earthquakes ( $\geq$  seismic zone 2), rain, drought, wind /cyclone/storm/typhoon, flood and such natural calamities.
  - 5) The Data Centre structure shall be capable of withstanding external disturbances such as earthquakes, flooding, water seepage, etc. External walls shall be constructed of brick or reinforced concrete or dry ash of sufficient thickness and none of the DC hall wall should be external wall to ensure that it 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.
  - 6) Data Centre facility should be a custom-built space & not a retrofit structure and shall be used for Data Centre purposes only.
  - 7) CDAC requires 'Dedicated, secured and contiguous area within a caged area/ single floor' solely for the use of CDAC only
  - 8) CDAC will need the Core and shell. Complete MEP fitout and handover for the entire requirement as per detailed schedule to support CDAC requirement. No construction works shall be allowed within the CDAC dedicated cage area once CDAC services have been commenced.
  - 9) The building shall be located away from interference-generating equipment so that Radio Frequency Interference (RFI) & Electromagnetic Interference (EMI) is avoided/ minimized. The building shall be provided with Lightning protection as per the relevant approved code of practice.
  - 10) All equipment in the proposed Data Centre facility shall be covered with valid warranty/ AMC with the respective OEMs or Service providers until the contract period OR until the replacement/upgradation by the Bidder. Bidder is completely responsible to maintain the warranty/ AMCs of the bidders equipment supporting CDAC setup and shall provide any such information and reports to CDAC on need basis.
  - 11) The Bidder is required to make provision for dedicated power meter / dedicated measuring equipment to measure power consumption by the CDAC. Payments will be made by CDAC only on the basis of consumed power.
  - 12) Bidder shall undertake Environmental audit, Power Quality Audit, Energy Audit once a year and reports shall be made available.
  - 13) Bidder to conduct Police Verification for all the Physical Security staff and share the reports as and when required. Deployment of the Physical Security staff shall be after clearance from Police Verification and necessary Background Verification only.



- 14) Bidder hereby agrees that any penalty charges levied by any government authorities to be borne solely by the bidder.
- 15) The building/ property shall be insured on a comprehensive basis against all kinds of disasters.
- 16) Air Quality in Co-hosting site should be of severity level G1 (mild) as per ISA- 71.04. Air Quality Report along with an undertaking on a Bidder's letterhead, clearly mentioning that Air Quality in Data Centre Co-hosting site has severity level G1 (mild) as per ISA-71.04
- 17) Mock drills to be arranged by the Bidder as & when required / desired at regular intervals as per Industry Standard practice. This includes functionality testing of the Fire alarm System. Bidder to conduct the mock drill testing of the detectors without releasing the Fire suppression Gas.
- 18) Thermography test for all electrical equipment in all applicable areas like server area, Electrical panel room, UPS room, battery room, DG room etc. to be executed at least once in a year and reports to be made available on need basis.
- 19) Certificates and reports specified below should be available readily and submitted as and when the same is obtained/renewed. These certificates and reports should also be shown and submitted periodically or as and when requested.
  - a) Plot Allotment letter/Land Transfer deed/Land ownership deed/Other Ownership documents/ Lease Deed in case the building is not owned by the bidder.
  - b) Occupancy certificate and building completion certificate (If Facility under construction, Construction commencement certificate and sanctioned plan to be submitted)
  - c) Environmental clearance certificate
  - d) Pollution Control Board Certificate for DG sets. (at least once every year)
  - e) Power Sanction certificate from electricity board.
  - f) Power Tariff Rate Card as per the authority as applicable to the facility
  - g) Detailed report on all minor and major issues on critical infrastructure in past 365 days
  - h) Any notices related to the Real estate, infrastructure or its operations received from municipal authorities or governing bodies.
  - i) Copy of License from Explosive Department to store the diesel.
  - j) Lift Licenses (As applicable)
  - k) Consent to Operate
  - l) Hazardous Waste Authorization
  - m) E-Waste Authorization
  - n) Access log for Seating Area, Server Hall equipment and servers shall be preferably shared on monthly basis or as and when required
  - o) All Preventive maintenance report of infra gadgets like UPS and it's batteries, BMS Systems, WLD, Rodent Repellent, Temperature sensors, PAC unit's/Comfort AC,FAN Wall UNIT, Chillers , Cooling Distribution Unit (CDU) , Fire extinguisher, Fire Suppression System report, Fire Drill report, Fire Hydrant Report, Rodent Repellent, Temperature Sensors, Smoke Detector Report, Air



Quality testing for Server Farm and all other health reports as per requirement.

- p) Equipment Health Check, HVAC environment details like Temperature, Humidity & Uptime reports as per requirement.
  - q) Calibration certificates of all meters & measuring instruments
- 20) All professional services necessary to successfully implement the proposed solution will be part of the RFP. These services include, but are not limited to, Civil structure development, Project Management, MEP procurement along with Supply, Installation, Testing and Commissioning of CDU and SS Piping, Deployment methodologies etc. The bidder should submit as part of technical Bid an overview of Project Management approach to substantiate the timely delivery of the proposed solution. Bidder should ensure that Bidder's key personnel with relevant skill are always available. Bidder should ensure the correctness of methodologies for delivering the services and its adherence to quality standard.
- 21) In case Bidder's proposed location is a brand-new site or an extension of existing facility and Rated 3 or Tier III or above constructed facility certificate from TIA942/ Uptime Institute is not yet available, bidder need to ensure that the said certification is acquired from TIA942 / Uptime institute within 12 months from the date of acceptance of services. In case of failure to fulfil the constructed facility certification criteria (Minimum TIA942 Rated 3 OR Uptime Tier III) within stipulated timelines of 12 months, CDAC will have the right to terminate the contract and invoke the Performance Bank Guarantee(s) submitted by the selected bidder. Over and above the invocation of Performance Bank Guarantee(s), 10% of the total cost of the project will be levied as liquidated damages. Total cost of project will be calculated as the Colocation rent for the contract tenure. In addition to the above, selected bidder must bear the end-to-end migration cost of CDAC infrastructure deployed at bidder's co-location site to CDAC selected newly proposed site due to failure of selected bidder. Beyond the 12 -month period, the CDAC will release no payment until submission of required certificate
- 22) In case Bidder's proposed location is new site or extension of existing facility and ISO27001, ISO ISMS: BCMS 22301, ISO 14001 etc. are not yet available, bidder need to ensure that all the 3 certifications are acquired within 12 months of date of acceptance of services. In case of failure to fulfil the ISO certification criteria within stipulated timeline of 12 months from the date of acceptance of services, CDAC will have the right to terminate the contract and invoke the Performance Bank Guarantee(s) submitted by the selected bidder. Over and above the invocation of Performance Bank Guarantee(s), 10% of the total cost of the project will be levied as liquidated damages. Total cost of project will be calculated as the Colocation rent for the project tenure. In addition to the above, selected bidder has to bear the end-to-end migration cost of CDAC infrastructure deployed at bidder's co-location site to CDAC selected newly proposed site due to failure of selected bidder. CDAC will release no payment until submission of required certificate to the CDAC. Bidder has to submit self-declaration duly accepting the terms and conditions mentioned in this regard.



- 23) Bidder must comply to all statutory and regulatory compliances that are applicable
- 24) Bidder must ensure the quality of the MEP infrastructure deployed is consistent throughout the entire set up and is conforming to the latest Industry norms while ensuring seamless service delivery.

**b) Power**

- 1) The raw power on site should be available from two different power sub stations. Each Source/leg should have raw power (from different power substations) as primary source and DG as Secondary Source. There should be redundancy at each level for all equipment/s & electrical devices starting from transformers, DG Sets till Rack level. The UPS & DG sets must be configured in redundant mode in each leg. The redundant electrical distribution system capacity components & Distribution paths should all be fault tolerant/ concurrently maintainable and must be compartmentalized. In case of any discrepancy in above design, final evaluation will be based on overall design for the power line system in compliance with TIA942 Rated 3 OR Uptime Tier III or above standards.
- 2) The entire facility shall be automatic with supply from the transformer as the primary power source and automatic switchover to DG set as a secondary source. The DG set should be able to function continuously in uninterrupted mode in supporting the CDAC infrastructure under any circumstances. Only Continuous rating DG sets shall be considered. No Standby rating DG sets shall be considered for secondary source of power. Compartmentalization & autonomous response to any failure of DG set shall be considered while designing. Overall design for the Transformers and DG set system shall comply with TIA942 Rated 3 OR Uptime Tier III or above standards.
- 3) UPS output must have an isolation Transformer. Two separate power paths from the UPS are to be provided to the Server room area and the network communication area. The UPS should be configured in redundant mode (N + 1) with compartmentalization between redundant units. Overall design for the UPS system and Battery Banks shall comply with TIA942 Rated 3 OR Uptime Tier III or above standards.
- 4) UPS Room and Battery room shall be separate with installation of Hydrogen sensors and hydrogen extraction system in the battery room.
- 5) TVSS shall be installed at the UPS input as well as at output panel and switchboard level, reports to be shared as and when required. TVSS to be monitored on BMS platform.
- 6) Equipotential earthing to be installed, reports to be shared as and when required.
- 7) Generators should be capable of providing power for 24 hours continuously if fuel tanks are refilled. There should be sufficient power backups in places for running the Building Monitoring System in the event of power outage. 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.
- 8) Fuel system including intermediate tanks, day tanks, pumps etc. shall be having Tier III or Rated 3 or above compliant redundancy with autonomous response to

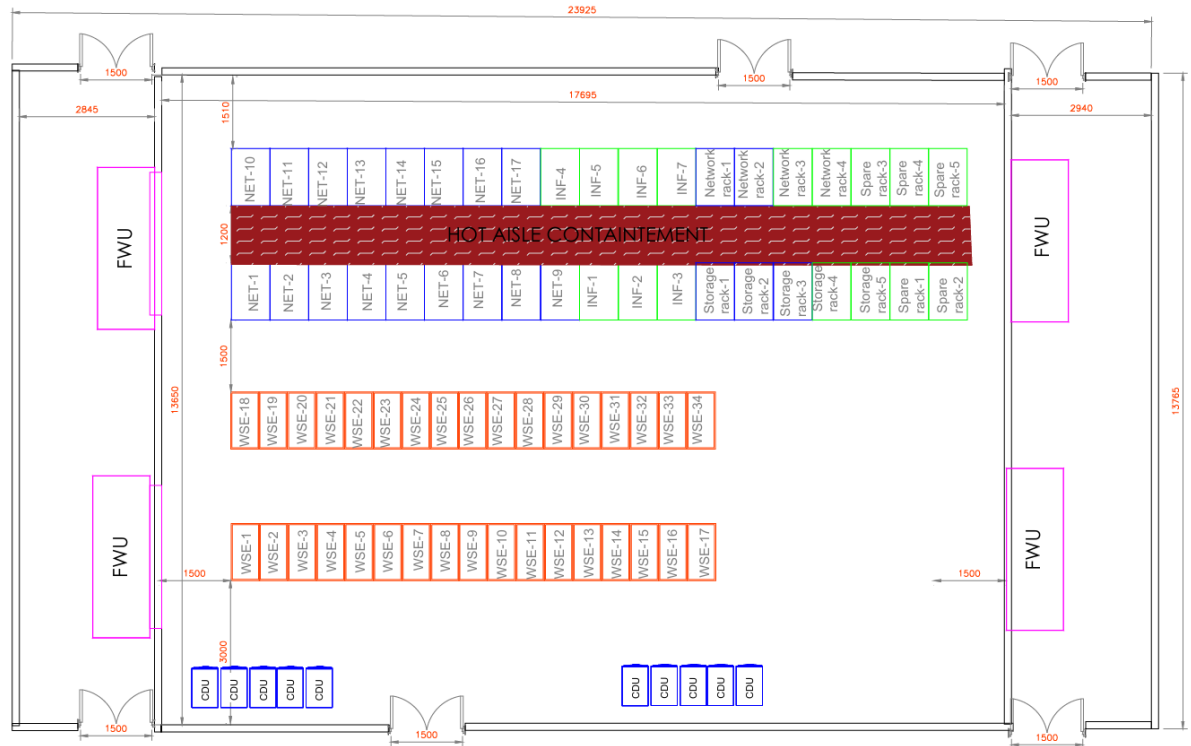


any failure of component and compartmentalization between redundant systems.

- 9) DG Set power charges shall not be charged to the CDAC
- 10) All electrical panels should be complied with IEC 61439 standards.
- 11) Bidder must ensure availability of Multiple risers and feeders from separate distribution boards ensuring redundancy of complete electrical distribution path till IT racks. Critical Mechanical equipment supply should also be having redundancy of distribution path. III or Rated 3 or above standards requires dedicated independent electrical distribution including redundant DG Sets, redundant Main LT Panels, Redundant paths (cables / distribution Panels / PDUs etc. till IT loads.
- 12) Bidder must perform short-circuit coordination study to achieve discrimination or selective tripping. Also arch flash study needs to be carried out . Bidder to submit the report as and when required.
- 13) Bidder must have minimum requirement of bulk fuel storage for 24 hours equivalent fuel with refuelling contract in place
- 14) Generator transfer switches/control switchgear shall be fault tolerant as per III/Rated 3 or above standards
- 15) Bidder must ensure have a refueling contract with a lead time of not more than 24 hours with local providers
- 16) Bidder must provide a fully redundant with compartmentalization at the UPS system level as per standard industrial practice with compliance to Tier III /Rated 3 or above standards
- 17) Bidder must ensure till server rack to be three feed by maintaining at least N+1 redundancy throughout the distribution along with compartmentalization between redundant systems. For other racks dual feed with N+1.
- 18) Bidder must ensure that Power distribution units shall be at least concurrently maintainable / fault tolerant as per Tier III/Rated 3 or above standards to UPS output distribution switchboard.
- 19) Bidder must ensure that dedicated, isolated batteries for each UPS module (or power module as in the case of scalable modular systems). Must be able to isolate battery string from module.
- 20) All batteries are required to have manufacturer-installed
- 21) UPS batteries shall be separated from the UPS in different compartments as per Tier III /Rated 3 or above standards

#### c) Server Hall Area

- 1) CDAC envisages requirement of a dedicated clear space similar to detailed in drawing provided for reference . Below drawing is just for reference and understanding purpose for space requirement only. However rack position and orientation will be as per below layout only.



2) Details of Each rack Electrical Power Requirement is as provided in below Table .

Sr.No.	Description	Location Drawing	In	Per Rack Power Kw	No Of Racks	Total Power Kw
1	Server Rack (48U)	Row -1		54.2	17	921.4
2	Server Rack(48U)	Row -2		54.2	17	921.4
3	Network Rack(48U)	Containment				
	BR-Rack			24	8	192
	MemX Rack 64 n			21	3	63
	MemXRack additional			19	2	38
	SpinePLUS Additional			24.5	2	49
	BR Rack			20.5	1	20.5
	Memx Rack			20	1	20
4	INF (48U)	Containment				
	STGBKP			10	6	60



Sr.No.	Description	Location Drawing	In	Per Rack Power Kw	No Of Racks	Total Power Kw
	NETWORK			10	2	20
	SECURITY			10	2	20
	SERVER			20	5	100
	SPARE			20	5	100
5	<b>Total IT Power Required</b>					<b>2525.3</b>

- a) For each Server Racks (600 X 1200 mm (WX D)) 4 X 63 Amps ,3 Phase five wire connections will be required to terminate inside the 1U rack PDU. In Server rack 1 U horizontal PDU will be available. This 63 Amps connection from BUS Bar and Tap off box/cable whips will get terminated in each PDU. PDU will work in 2+1 combination. Rack PDU will come with 2.5-meter length of cable along with IEC 309 connector. Bidder needs to consider additional cable after 2.5 meter till to Panel or Busbar tap off box. Proper power balancing needs to be carried out across all server racks,
  - b) In network racks (800 X 1200 mm (WX D)) there will be 2 X 63 Amps ,3 Phase five wire connections will be required and this will terminate to vertical 63 Amps rack PDU. Rack PDU will come with 2.5-meter length of cable along with IEC 309 connector. Bidder needs to consider additional cable after 2.5 meter till to Panel or Busbar tap off box.
  - c) For INF rack (800 X 1200 mm (WX D)) – Bidder to consider the scope of supply of rack and PDU. Rack should be 48 U size. Power requirement for INF racks are given in above table, Bidder to make consider accordingly rating of each PDU. In these racks there should be 2 no's of PDU in each rack.
  - d) Stainless steel (SS) cable tray to be considered above each row of the Rack. Cable tray Grid above the rack to be provided and cable tray should be in SS. Rack Interconnecting cables mostly will be fiber, Bidder to take care utmost care as 90 Deg. C bend will not be accepted. Bidder to consider the entire scope of this IT cable tray with size of 450 mm X 60 mm (W X H)  
Bidder to make necessary provision of Power to each rack by Overhead bus bar system with redundancy or by cable whip.
- 3) The bidder should be able to provide the space and power within the same facility in a contiguous manner.
  - 4) Bidder in their technical bid shall provide the proposed floor area layout/s, sections clearly showing the placement of the racks in the server area along with



indicative positioning of the CDU, Bus Bar Layout, Chiller layout, Pumps capacity and layout, Thermal storage tank capacity and layout, earthing layout, BMS equipment like CCTV cameras, Fire/ smoke detectors, access control system, rodent repellent etc. Indicative layout for CDAC required refer server area layout drawing.

- 5) Bidder shall provide Data Hall lighting of 40 fc (400 lux) average, at 30" (0.75m) working plane between racks. Bidder shall also provide independent, 15-minute duration, battery-pack or UPS operated light sources at locations which are critical to power recovery operations in the event of multiple electrical failures while utilizing automatic controls to turn off lights when space is not occupied.
- 6) The entrance to CDAC's server area ( Dedicated Space or Mesh Cage) should be accessible using triple authentication with a proximity card, biometric & Pin based access control system and exit with push button. Separate Surveillance cameras are to be provided at the floor entrance & exit.
- 7) The offered space should not be on the Ground floor or the top floor of the facility.
- 8) Server room / Hall should have precision HVAC air conditioning, humidity/temperature control, and all such features and resiliency of a minimum Rated 3 OR Tier III or above Data Centre, with alerts and alarms integrated into the Building Management System, along with appropriate compartmentalization between redundant units or as per the required standards by TIA 942 or Uptime during evaluation. This should be as per ASHRAE TC9.9
- 9) For heat load for Room cooling and DCLC cooling refer below table.

Sr. No.	Description	Qty	DCLC Load Per Rack Kw	Air Cooling Load Per Rack Kw	Total DCLC Load KW	Total Air Cooling Load KW	Total IT Load Kw
1	Server Rack	34	50.4	3.8	1713.6	129.2	1842.8
2	Network Rack						382.5
2.1	BR-Rack	8		24	0	192	
2.2	MemX Rack 64 n	3		21	0	63	
2.3	MemXRack additional	2		19	0	38	
2.4	Spine PPlus Additional	2		24.5	0	49	
2.5	BR Rack	1		20.5	0	20.5	



Sr. No.	Description	Qty	DCLC Load Per Rack Kw	Air Cooling Load Per Rack Kw	Total DCLC Load KW	Total Air Cooling Load KW	Total IT Load Kw
2.6	Memx Rack	1		20	0	20	
3	INF				0		
3.1	STGBKP	6		10	0	60	416.5
3.2	NETWORK	2		10	0	20	
3.3	SECURITY	2		10	0	20	
3.4	SERVER	5		20	0	100	
3.5	SPARE	5		20	0	100	
4	Total IT Load						2525.3
5	IT Load on DCLC				1713.6		
6	IT Load on Air cooling					811.7	

10) Refer P & ID. Each DCLC server rack should have 20 Deg. C +/-2 Deg .C. inlet water and return from the server will be 23.5 Deg. C +/-2 Deg C, which means Delta T across server will be 3.5 Deg. C.

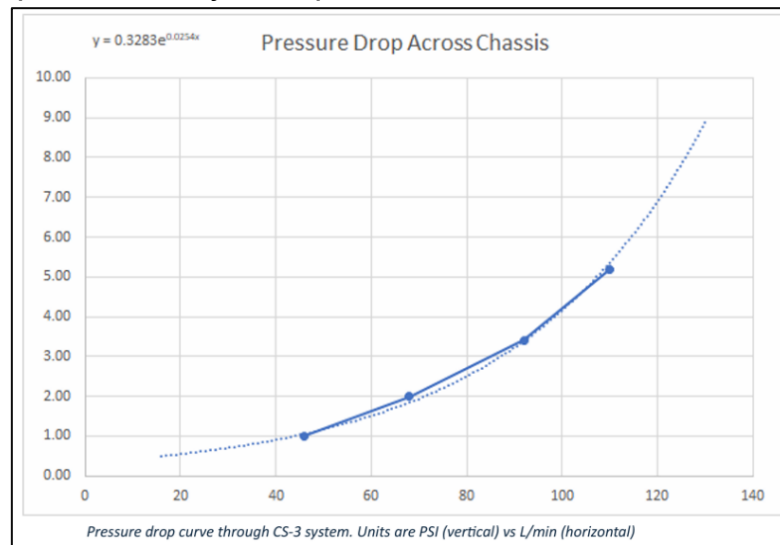
11) For DCLC rack Water flow Rate required Refer Below Table

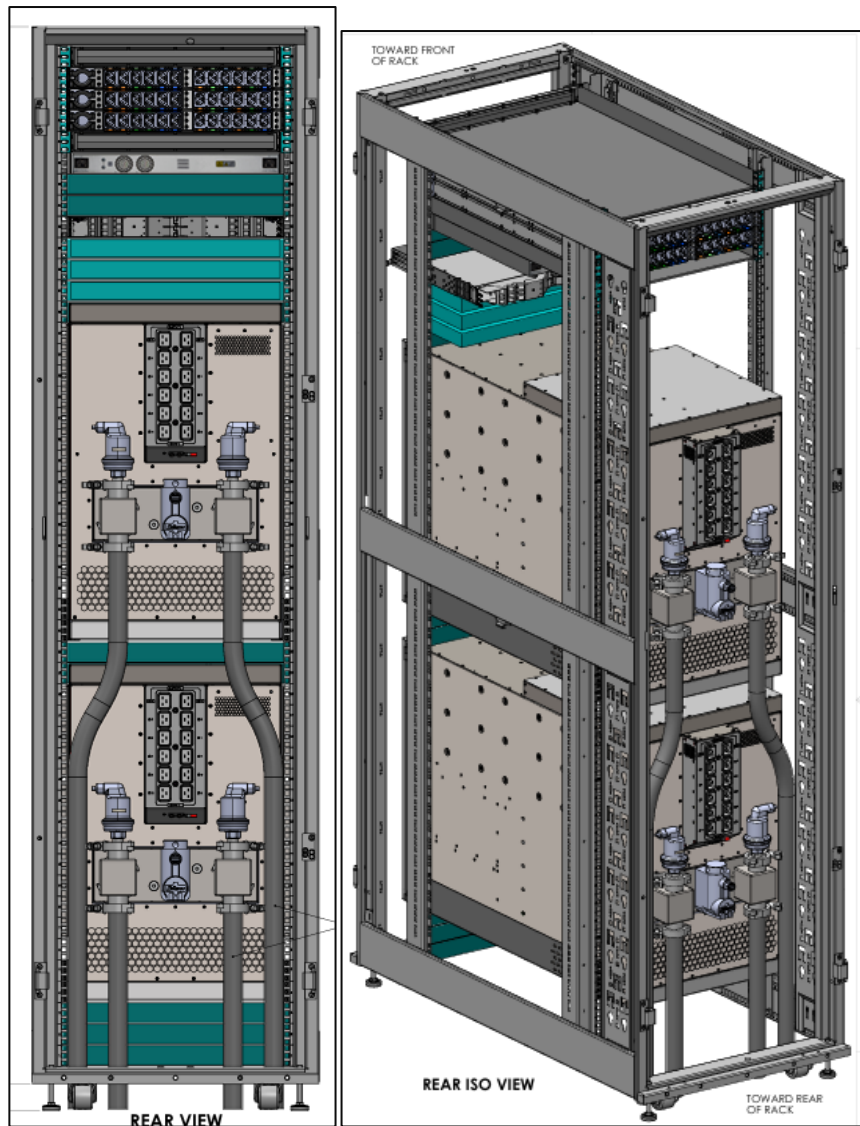
Sr. No.	Description	Qty	DCLC Load Per Rack	Air Cooling Load Per Rack	LPM Per Rack	GPM Per Rack
1	Server Rack (For Two Servers)	34	50.4	3.8	206.4	54.51
2	Water Flow rate for Row -1		3508.84 LPM		926.89 GPM	
3	Water Flow rate for Row -2 Racks LPM		3508 .84 LPM		926.89 GPM	

12) Each DCLC Server rack will require two supply and two return connections. Refer below image. Room air temperature to be maintained above dew point temperature as per ASHRAE TC9.9 considering 20 Deg C water inlet to the server racks. Inlet Air temperature for the other NON DCLC rack will be 24 Deg. C +/-2 Deg. C.

13) For Selecting CDU – Pressure drops across each DCLC server (One server out of two in one rack) at 100L/min: 27.5 kPa [4 PSIG] refer below pressure drop curve for PSI Vs LPM.

Maximum pressure on any water port: < 275kPa [40PSIG]





Typical GA for Server Rack



Typical GA for Network Rack



- 14) Server room to have Water leakage detection, Rodent Repellent & Fire Suppression systems as per minimum Rated 3 OR Tier III or above Standards
- 15) Bidder to provision dedicated PDUs with isolation transformer k13/K9 to feed the server racks
- 16) All the racks shall have dual earthing and shall be earthed at multiple points.
- 17) All critical infrastructure like UPS, Batteries, PAC/FWU/ WLD, CCTV, BMS equipment should be replaced before End of life as per manufacturers recommendation.
- 18) Sufficient short circuit protection should be present in electrical panels so that any short circuit in other customer Racks don't impact both CDAC equipment and critical DC Infra, like UPS, PAC etc., supporting equipment.
- 19) Deep cleaning (Class 8) of Server Area should be done as per the air quality reports or once in three years by the certified vendor. . Cleaning and sanitization for the raised floor and walls up to 1.8 meters height should be done in Data Centre and Seating Space area on a monthly basis. l.
- 20) Cleaning of Data Centre area to be carried out on monthly basis and as and when required
- 21) Freight Lift – The Data Centre should have a freight lift with a minimum capacity of 1.5 tons for ease of movement of servers and high-density network devices.

#### d) Cooling Distribution Unit (CDU )

- 1) This is indoor CDU cabinets. A single loop liquid-to-liquid heat exchanger is used to circulate desired water temperature and flow through multiple data rack DCLC loop within a data centre. CDU needs to controls and monitors all associated parameters and incorporates an operator interface. The water is used as a means of removing heat form high density areas generated during operation of a data center. The heated water returned to the CDU cabinet is cooled to the desired temperatures using primary water by Chiller loop.
- 2) CDU needs to operate on three phase 5 wire electrical system from NON IT UPS.
- 3) CDU needs to have multiple pumps with 1 Stand-by and all the pumps should have soft starter along with variable flow (VFD ) to avoid pressure surges in the system and high inrush current. Multiple pumps are required for redundancy in the event of a component failure. Duty sharing of pumps is handled automatically with changeover to be settable. All material used in the CDU cabinet is to be compatible with the water used in server as specified in this document.
- 4) If the primary supplied water exceeds the safe operating limits of the CDU cabinet, the cooling cabinet needs to generate alarm.
- 5) Internal condensation in the CDU is prohibited by the use of insulation on internal stainless steel piping. A drip tray with flood detection needs to be provided within the CDU in the event of any leakage with alarm generation.
- 6) The CDU needs to provided monitor/display/touch screen to display supplied water flow rate ,pressure and temperature along with all other parameters like coolant supply and return temperature, coolant supply flow rate, temp set point, system static pressure, pump operations- hrs., dew point control, relative humidity, pump speed, control valve position, control valve operations. Intelligent

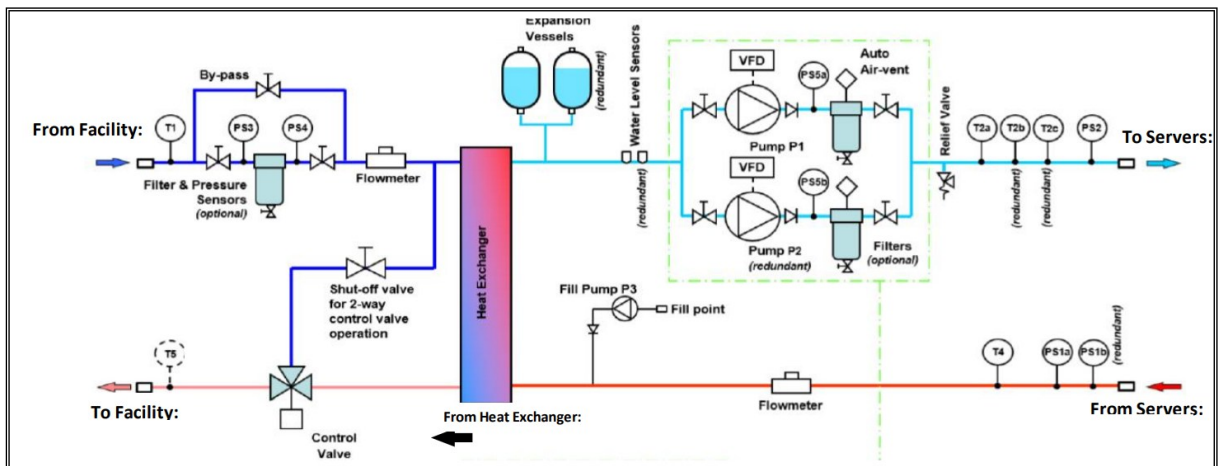


control system needs to generate alarm like Low flow, No flow, High coolant temperature, Low coolant temperature, Flow control valve fault, Filter dirty, Temperature sensor fault, Low coolant temperature, High coolant temperature, Coolant temperature, System over/under pressure, Insufficient water, Water level low, Pump fault (pump 1 or pump 2), Inverter fault, Leak detection, Temperature sensor fault, Pressure sensor fault, Room RH / Temperature sensor fault, etc. System needs to generate Warning and Alerts before giving any shut off commands on critical alarms as pressure drop, no flow, leak command etc. and CDU needs to be communicated always on BMS system on industrial accepted protocols.

- 7) CDU should have input side strainer 500 microns as well as at output side filters not greater than 50 microns. Filter differential pressure is monitored to indicate when flushing/filter screen replacement is required. This is mandatory requirement in case of floor mounted CDU.
- 8) CDU unit needs to provide liquid at a temperature as specified, The desired coolant temperature can be set within controller. CDU unit needs to design in such a way that it maintains the set point temperature under all specified operating conditions. The cooling cabinet pump liquid coolant through under floor piping network, then to rack manifold to provide each rack with desired flow rate @ desired pressure. Refer layout drawing along with per rack requirement specified above in the table. A pressure sensor shall be used to prevent the output of the cooling cabinet from exceeding this pressure and will ramp down the pump speed accordingly. Pressure reading will be displayed on the control panel. Supply and return piping will be from bottom. To fill the system to a specified static pressure CDU should have an inbuilt priming pump which is called as Fill Pump. Trapped air needs to be automatically vented from the system during the filling process. Fill pump should be standard feature in case of stand along CDU.
- 9) TCS Supply pressure at WSE rack needs to never exceed 40PSI (2.75 bar). All expansion tanks and systems need to be calibrated for this pressure. In addition, each system should have an air separator to remove air entrapped from the system. This is in addition to air relief valves
- 10) The CDU unit piping and related elements needs to be pre-tested to a hydrostatic gauge pressure test of 10 bar [100 psi] on the Primary circuit (Applicable for hose input connection) and 10 bar [100 psi] on the Secondary circuit.
- 11) All components need to be in a single cabinet and foot print area to be as small as possible. Refer Layout drawing. The standard cabinet colour is black -RAL 9005. For any necessary field adjustments, field calibrations, and/or periodic maintenance, service access needs to be provided to the front and rear of the CDU unit in case of floor mounted with side panels also removable. The CDU unit needs to be provided with heavy duty castors giving the ability to roll, thus allowing relocation along any flat or slightly inclined surface. The CDU cabinet need not to generate sound pressure levels (SPL) above 55 dBA measured 3 metres in any direction from its external surfaces under normal operating conditions.

12) The cabinet is fully tested & certified to electromagnetic compatibility. The CDU cabinet conforms to the requirements for radiated, conducted, harmonic and flicker emission and to immunity from electrostatic discharge (ESD), radiated & conducted E-fields, electrical fast (line) transients, surge, magnetic field immunity and mains voltage sag and drop out. All electrical components including wire are UL recognized, CE certified and selection will be as per IEC 60947 .Flow meter is required inbuild in CDU for primary as well as secondary connection. Data of flow meter should be on display unit and this data along with other parameters should be available for BMS.

13) Typical CDU schematic in case of floor mounted is as below



14) Additional Buffer tank in CDU secondary Circuit - All CDUs are typically too slow to react to sudden heat load steps generated by the servers. A properly sized buffer tank must be used on the secondary outlet of the CDU to reduce the temperature swing during a sudden heat load step and maintain the water temperature to the Server at 20°C. The internal valve in the CDU can't react fast enough to a load step induced by the Servers. We expect a additional buffer tank to be included in the overall design as shown in P & ID drawing. Bidder to submit the calculations for same.

15) For selecting CDU bidders can refer below table in addition to above specification.

16) Bidder to submit flow vs heat load , primary differential pressure vs coolant, secondary differential vs coolant details at 25 % , 50%,75% and 100% of heat load. Also bidder to submit pipe connection details at primary as well as secondary, primary circuit volume, secondary circuit volume, GA drawing, internal component layout and compilation to above all specifications. Bidder to submit technical details of selected product along with details as per below table.

Sr.No.	Description	Floor Mounted
1	Nominal Cooling Capacity with approach temperature	Bidder to Submit based on the information provided bidder to work out the rating of CDU.

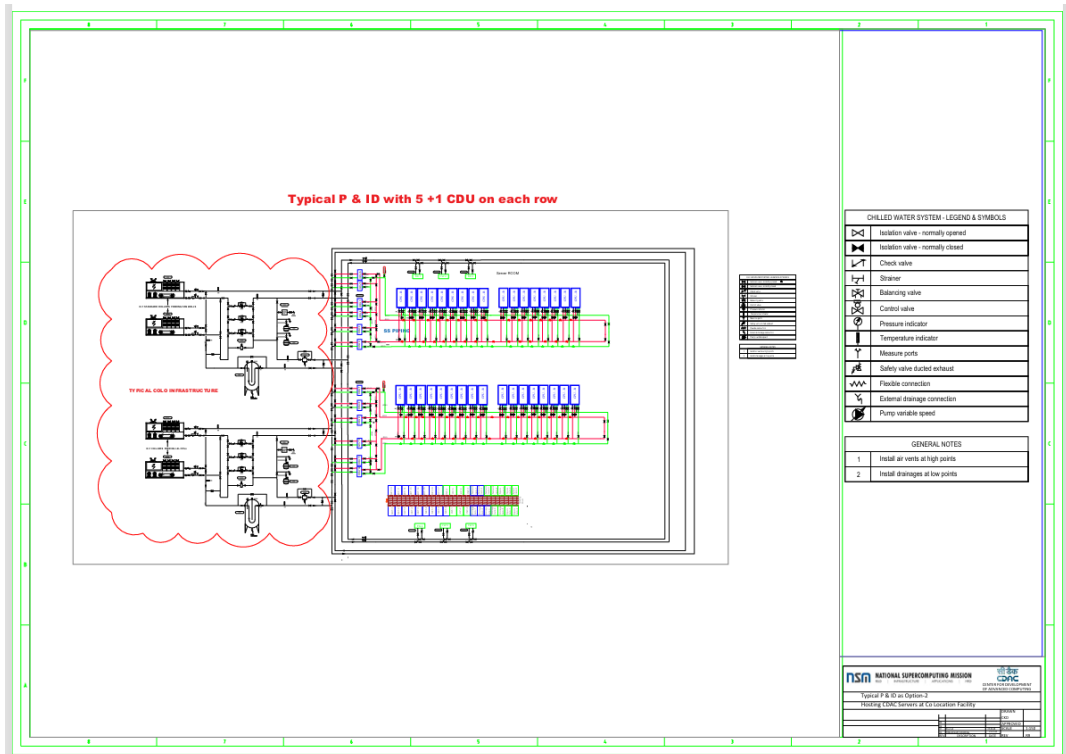
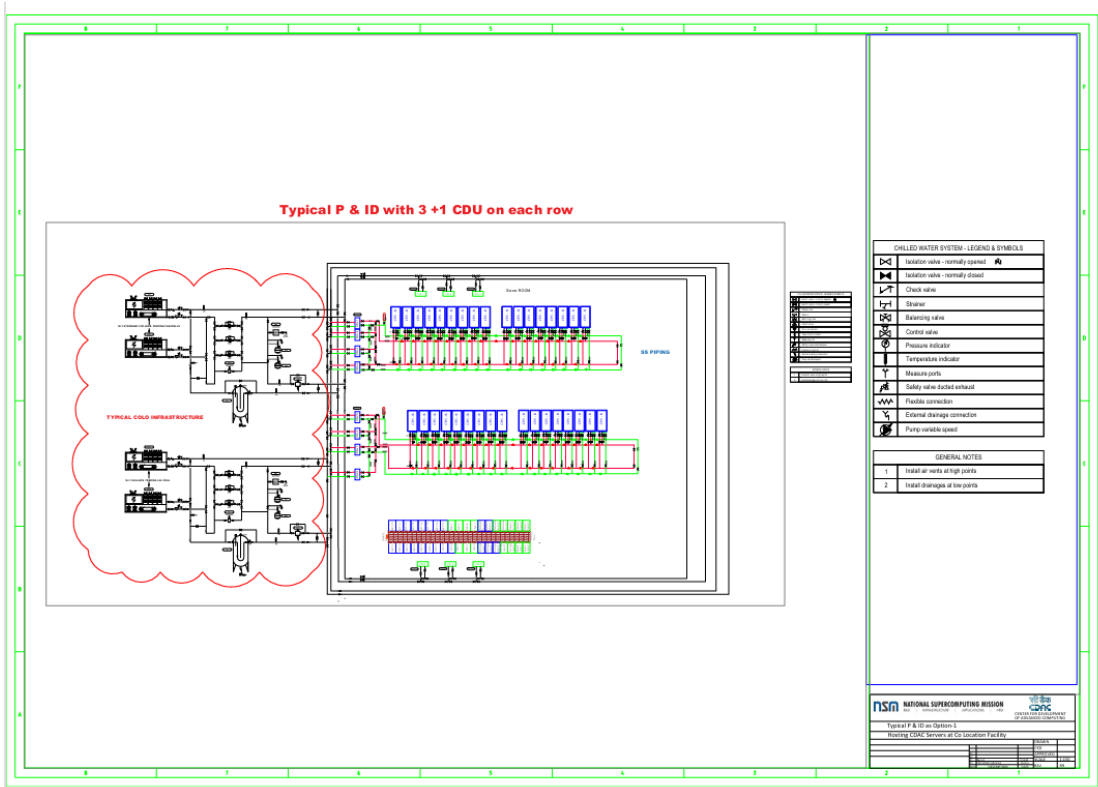


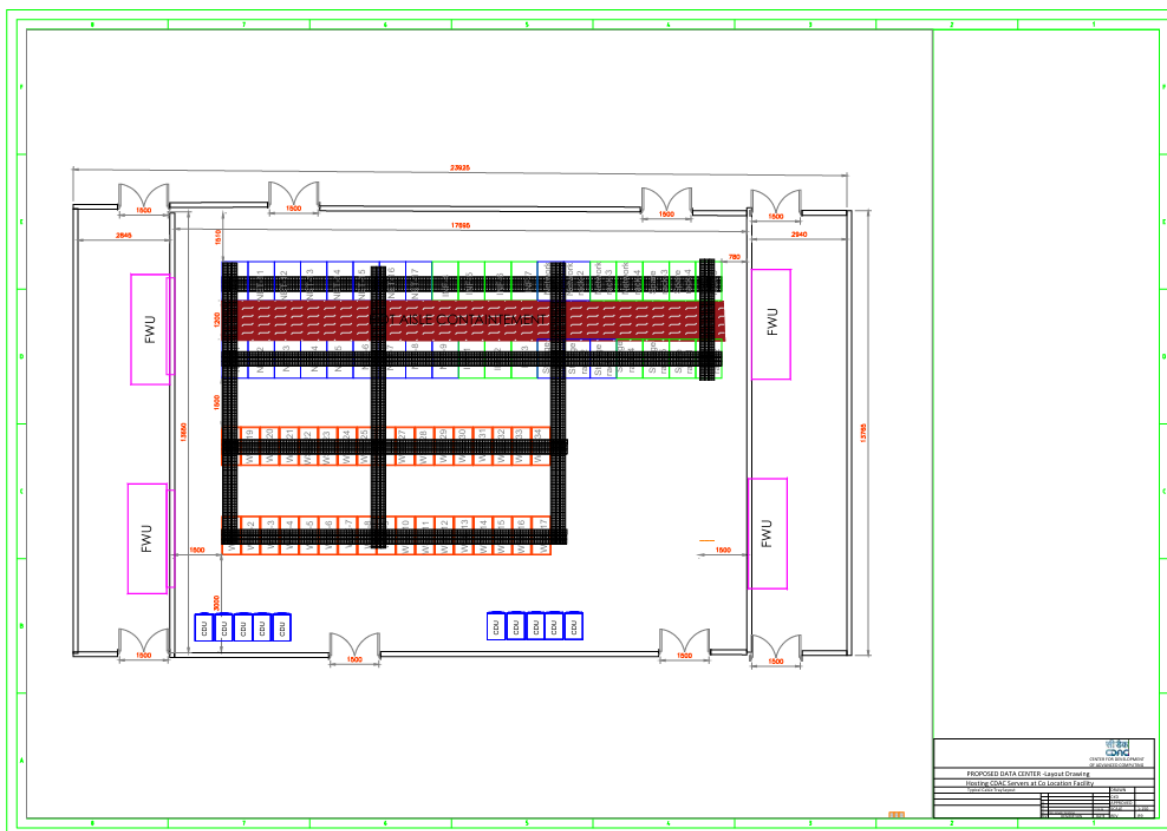
	difference at required temperature	
2	Maximum Cooling Capacity at required temperature	Bidder to Submit
3	Nominal Flow – with Pump Running without stand by pump at operating pressure with Differential Pressure to CDU (DP)	Bidder to Submit in GPM as well as in LPM along with operating pressure
4	Maximum Flow – with all pumps Running at operating pressure with Differential Pressure to CDU (DP)	Bidder to Submit in GPM as well as in LPM along with operating pressure
5	Secondary LiquidType	As provided in this document
6	Primary Coolant Type	Water
7	Pump Redundancy in Each CDU	Required – N+1 Bidder to confirm
8	Primary Pressure Drop	Bidder to submit the values at max flow considering water.
9	Secondary Coolant Temperature Range	Bidder to Submit
10	Maximum Power Consumption	Bidder to submit with operating pump and with redundant pump with maximum flow and external pressure drop
11	CDU Dimensions and Weight Dry Weight and Wet weight	Bidder to submit
12	Primary Connection	Bidder to submit the details
13	Primary Filtration with Bypass 500 microns	Required and Bidder to submit the details
14	Primary Circuit Volume	Bidder to submit in liters
15	Secondary Connection	Bidder to submit the details



16	Secondary Filtration - 50 microns redundant for online cleaning	Required and Bidder to submit the details
17	Secondary Circuit Volume	Bidder to submit in liters
18	Flow Meters for Primary and secondary – is required	Bidder to submit the details
19	Pressure Sensors Primary Circuit to measure Primary inlet pressure	Required Bidder to submit the details
20	Pressure Sensors Secondary Circuit to measure supply pressure and filter DP	Required Bidder to submit the details
21	Temperature Sensors Primary inlet/outlet,	Required with redundancy Bidder to submit the details
22	Temperature sensors secondary inlet and supply	Required with redundancy Bidder to submit the details
23	Fill pump and Air Vents	Required
24	Expansion vessels	Required with redundancy. Bidder to submit the calculations for same.
25	Drain Port	Required
26	Dew Point Control	Required
27	Internal Leak Detection	Required
28	Drip Tray	Required
29	Connection/ Interface	Bidder to decide and submit
30	Flow Regulation valve	Required 2 way or 3 way
31	CDU Dimension	Bidder to Submit

Refer Below P & ID with Option 1 and 2 ( Option -1 with market available 1350 KW CDU and Option -2 with 800 KW CDU)





#### e) Under Floor Piping for Secondary Coolant network

- 1) Grooved end pipes, joint couplings and fittings to be used for underfloor secondary fluid network.
- 2) References and Standards -American Society for Testing and Materials (ASTM)
  - a) ASTM A193 - Alloy-Steel and Stainless-Steel Bolting Materials for High Temperature or High-Pressure Service and Other Special Purpose Applications
  - b) ASTM A312 – Seamless and Welded Austenitic Stainless-Steel Pipe
  - c) ASTM A351 – Castings, Austenitic, Austenitic-Ferritic (Duplex), for pressure Containing Parts
  - d) ASTM A743 – Iron-Chromium Nickel, Corrosion Resistant, for General Applications
- 3) Pipe: ASTM A312, – Castings, Austenitic, Austenitic-Ferritic (Duplex), for pressure Containing Parts ASTM A743 – Iron-Chromium Nickel, Corrosion Resistant, for General Applications Pipe: ASTM A312, Type 304/304L or 316/316L, Schedule 40, Roll or Cut grooved as appropriate to the pipe material, wall thickness, pressure, size and method of joining. Accordingly, the pipe and elbows should be Schedule 40. All valves should be minimum PN10 rated. Piping shall be provided with



- thermal insulation of 'O class Nitrile insulation (Armaflex/K Flex) with protective coating on piping with min 26G of Aluminum cladding.
- 4) Based on layout provided and technical information given in this tender -Bidder to calculate the size of SS piping to meet all tender technical requirement. Bidder to submit the same along with all necessary calculations.
  - 5) Mechanical Couplings for Joining Stainless Steel Pipe
  - 6) Stainless Steel Mechanical Couplings: Manufactured in two or more segments of cast stainless steel, conforming to ASTM A-351, A-743, and A-744. Gaskets shall be pressure-responsive synthetic rubber, grade to suit the intended service, conforming to ASTM D-2000. Mechanical coupling bolts shall be stainless steel, type 316, meeting the physical properties of ASTM A-193, grade B8M, Class2.
    - a) Rigid Type: Cast with key designed to clamp the bottom of the groove to provide an essentially rigid joint.
    - b) Flexible Type: Use in locations where vibration attenuation and stress relief are required. Typically at CDU connection point.
  - 7) Mechanical Couplings to be Manufactured in two segments, conforming to ASTM A-536. Gaskets shall be pressure-responsive synthetic rubber, grade to suit the intended service, conforming to ASTM D-2000. heat treated carbon steel track head conforming to ASTM A-449 and A-183, minimum tensile strength 110,000 psi (758450 kPa).2” through 4” sizes may be Installation-Ready, for direct stab installation without field disassembly, with grade EHP gasket rated to +250 deg F / 120 deg C.
  - 8) Flange Adapters: For use with grooved end pipe and fittings, for mating to ANSI Class 125 flanged components.
  - 9) Grooved End Fittings: Fittings shall be manufactured of stainless steel conforming to ASTM A-403, WPW, WPW/S9, or CR/S9, or shall be fabricated from stainless steel pipe conforming to ASTM A312, with factory grooved ends. Fittings shall be type 304/304L or 316/316L stainless steel.
  - 10) Grooved fitting to be selected for cooling application only not from fire hydrant line applications.
  - 11) Grooved End Valves:
    - a) Butterfly Valves: Grade CF8M stainless steel body and disc, 316 stainless steel stem, PTFE impregnated glass fabric bearings with 316 stainless steel backing, with synthetic rubber seal. Valve stem shall be offset from the disc centerline to provide full 360-degree circumferential seating. Bubble-tight, dead-end or bi-directional service to 300 psi (2065 kPa).
    - b) Ball Valves: Grade CF8M stainless steel body, 316 stainless steel ball and stem, TFE seats, fluoro elastomer seals, standard port, two-piece valve.
    - c) Elbows Standard: Schedule 10S, Type 304L or 316L stainless steel roll grooved from material conforming to A 403/A 403M, or pipe conforming to ASTM A 312/A 312M, or sheet conforming to ASTM A 240/A 240M.
    - d) Tees & Reducing Tees: Standard Schedule 10S, Type 304L or 316L stainless steel roll grooved from material conforming to A 403/A 403M, or pipe



conforming to ASTM A 312/A 312M, or sheet conforming to ASTM A 240/A 240M.

- e) Laterals, True Wyes, Crosses: Standard: Schedule 10S, Type 304L or 316L stainless steel roll grooved from material conforming to A 403/A 403M, or pipe conforming to ASTM A 312/A 312M, or sheet conforming to ASTM A 240/A 240M.
  - f) Adapter Nipples: Standard: Schedule 10S, Type 304L or 316L stainless steel roll grooved from material conforming to A 403/A 403M, or pipe conforming to ASTM A 312/A 312M, or sheet conforming to ASTM A 240/A 240M.
  - g) Concentric Reducers: Standard: 1 1/2 x 3/4 – 2 1/2" x 2"/DN40 x DN20 – 65 mm x DN50 and 76.1 x 60.3 mm Schedule 10S, Grade CF8M (Type 316 stainless steel) conforming to ASTM A 351/A 351M, A 743/A 743M and A 774/A 744M.
  - h) Eccentric Reducers: Standard: Schedule 10S, Type 304L or 316L stainless steel roll grooved from material conforming to A 403/A 403M, or pipe conforming to ASTM A 312/A 312M, or sheet conforming to ASTM A 240/A 240M.
  - i) Caps Standard: For use with Schedule 10S pipe, Schedule 10S, Grade CF8M (Type 316 stainless steel) conforming to ASTM A 351/A 351M, A 743/A 743M and A 774/A 744M
- 12) Braided hoses: Convuluted 304 stainless steel, hygienic coupling to the CDU, DIN65 PN16 Fitting to suit facility / secondary circuit, Max working pressure 10 bar, Test pressure 30 bar, Working temperature range -20°C to 85°C,

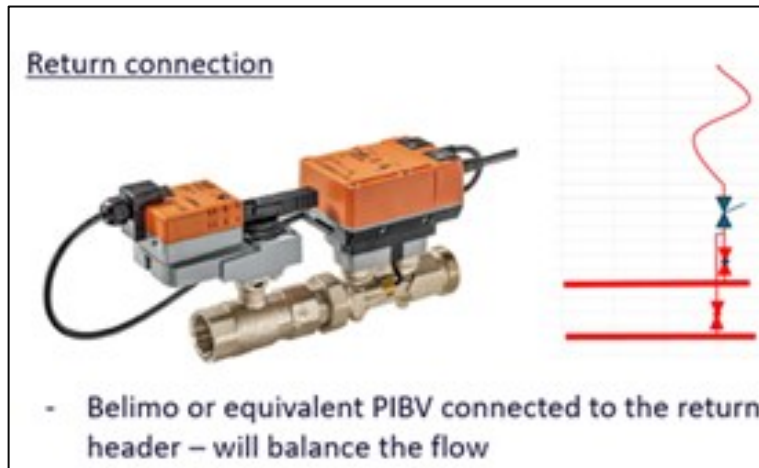
**f) Water quality requirements**

To safeguard the maximum lifetime of the internal water heat exchanger, the water used for cooling purposes must meet below specifications. The water used must be soft water so enough to prevent deposits, but it must not be too soft so because that would lead to corrosion of the heat exchanger.

Sr.No.	Attribute Hydrological Data	Recommended Purity Levels
1	pH values	7 - 10,5
2	Carbonate hardness	3-8°dH
3	Free carbon dioxide	8 - 15mg/dm <sup>3</sup>
4	Combined carbon dioxide	8 - 15mg/dm <sup>3</sup>
5	Aggressive carbon dioxide	0mg/dm <sup>3</sup>
6	Sulfides	< 10mg/dm <sup>3</sup>
7	Oxygen	< 50mg/dm <sup>3</sup>
8	Chloride ions	< 250mg/dm <sup>3</sup>
9	Sulphate ions	< 10mg/dm <sup>3</sup>
10	Nitrates and nitrites	< 7mg/dm <sup>3</sup>
11	COB	< 5mg/dm <sup>3</sup>
12	Ammonia	< 5mg/dm <sup>3</sup>
13	Iron	< 0.2mg/dm <sup>3</sup>
14	Manganese	< 0.2mg/dm <sup>3</sup>
15	Conductivity	< 30S/cm

16	Solid residue from evaporation	< 500mg/dm <sup>3</sup>
17	Potassium manganese consumption	< 25mg/dm <sup>3</sup>
18	Suspended matter	< 3mg/dm

- g) Pressure Independent Balancing Valve (PIBV) We require the equivalent of a PIBV to provide a constant flow as per requirement at the outlet of each server irrespective of the pressure upstream of the valve. (Part Number for international Belimo valves is EV032R2+BAC)



For maintenance isolation and drain valve is used in between PIBV and header line .

- h) Avoiding condensation and Dew Point  
 Condensation are a function of
- Ambient temperature
  - Ambient relative humidity
  - Inlet water temperature

Bidder need to prevent condensation on inside the Server around components that are cooled by the external water, and by extension this includes the components around the internal cooling loop. Bidder to submit the calculations for dew point by Magnus formula.

- i) Hoses and sanitary fitting - The external water is fed to the system through a dry quick-disconnect coupler, The dry quick-disconnect coupler is pre-installed and suspended in the rack and connected to the facility hydronic system through flexible hoses These couplers are not part of scope of the tender. A lever/handle is used to couple/decouple the coupler without requiring any plumbing work. Each inlet and outlet ports of the dry quick-disconnect coupler uses two stainless steel fittings which are built with integrated ISO 2852 - 1 1/2" Sanitary Fittings. Flexible hoses must be terminated with ISO 2852 – 1 1/2" Sanitary Fittings and mated with the flanges on

the dry quick-disconnect coupler using with EPDM gasket or searing.



**j) 10 Gbps Internet Leased Line (ILL)**

**1) Scope of Work**

- 1) The 10 Gbps Internet bandwidth shall be provided on a dedicated basis with a Committed Information Rate (CIR) of 10 Gbps on a 1:1 contention ratio.
- 2) No Network Address Translation (NAT) shall be implemented on the TSP's/ISP's network for traffic originating from or terminating at DC Colocation facility.
- 3) The TSP/ISP shall provide always-on or on-demand DDoS mitigation services with a minimum mitigation capacity of 100 Gbps. Details of mitigation methodology and escalation procedures shall be submitted along with the bid.
- 4) The ISP/TSP shall provide a minimum Public IPv4 subnet of /27 size (32 addresses, minimum 24 usable addresses) or support advertisement of C-DAC-owned public IPv4 prefixes. The TSP/ISP shall support routing and advertisement of C-DAC-owned public IPv4 prefixes through standard routing protocols and BGP, wherever applicable.
- 5) The TSP/ISP shall provision, coordinate, and ensure seamless availability of managed Internet Leased Line (ILL) connectivity for C-DAC's Data Centre in compliance with applicable TRAI guidelines. Where C-DAC utilizes its own public IPv4 address space, the TSP/ISP shall accept, route, and advertise such prefixes as authorized by C-DAC.
- 6) The TSP/ISP shall support External BGP (eBGP) peering with C-DAC-owned ASN and shall accept and advertise C-DAC-owned IPv4 prefixes. The TSP/ISP shall



support exchange of full Internet routing tables and/or default routes, as required by C-DAC. The TSP/ISP shall coordinate necessary route registration, filtering, and policy implementation to ensure proper propagation of authorized C-DAC prefixes.

- 7) The TSP/ISP shall maintain at least five (05) active domestic Points of Presence (PoPs) and at least five (05) active international peering/transit connections through Tier-1 or equivalent global Internet carriers. Documentary evidence shall be submitted along with the bid.
- 8) The TSP/ISP shall not filter application ports or block legitimate network traffic to/from DC Colocation facility, except as required by applicable Government of India laws, regulations, or directives.
- 9) The TSP/ISP shall provide secure access to a network monitoring portal capable of monitoring and reporting uptime, packet loss, latency, jitter, and bandwidth utilization on Hourly, Daily, Weekly, Monthly, and custom periods. Historical data of at least 12 months shall be retained and exportable in PDF/CSV format.
- 10) The TSP/ISP shall implement industry-standard routing security controls including route leak prevention, anti-spoofing measures, BCP-38 compliant ingress filtering, and appropriate route validation mechanisms within its network. The TSP/ISP shall ensure that only authorized customer prefixes are accepted and advertised through BGP and shall implement suitable prefix filtering and routing policies to prevent accidental or malicious route propagation.
- 11) The proposed solution shall be scalable to 40 Gbps and 100 Gbps without replacement of the last-mile fiber infrastructure.
- 12) The TSP/ISP shall ensure a Mean Time To Repair (MTTR) of not more than two (2) hours from fault reporting. Domestic packet loss shall not exceed 0.1%, international packet loss shall not exceed 1%, domestic latency to major NIXI exchanges shall not exceed 30 milliseconds (RTT), and network jitter shall not exceed 10 milliseconds throughout the contract period.
- 13) The TSP/ISP shall provide 24x7x365 Network Operations Centre (NOC) support along with an escalation matrix.
- 14) The service provider shall install, test, commission, integrate, and maintain a dedicated 10 Gbps Internet Leased Line (ILL) on a turnkey basis at **DC Colocation facility**.
- 15) The service provider shall verify site feasibility and readiness prior to installation of network equipment. **DC Colocation facility** shall provide UPS power, earthing, Precision Air Conditioning (PAC), and rack space, wherever available and required for commissioning of the service.
- 16) The TSP/ISP shall provide, install, configure, test, commission, integrate, operate, and maintain all hardware, software, passive infrastructure, and accessories required for successful delivery and activation of the Internet Leased Line service. This shall include, but not be limited to, routers, Customer Premises Equipment (CPE), Network Termination Units (NTU), optical transceivers, media converters, patch panels, patch cords, connectors, interface modules, power



adapters, mounting accessories, and any other equipment necessary for end-to-end service commissioning and operation. No additional cost shall be payable by C-DAC for any such equipment or infrastructure required to make the service fully functional.

## 2) Network and Cabling

- a) The Data Centre Service Provider shall provide, maintain, and manage all cross-connects, fiber extensions, patching, and associated passive infrastructure from the telecom/communication room (Meet-Me-Room) to the C-DAC cage/server area, irrespective of whether the communication links are procured by C-DAC or provided by the Service Provider. All cross-connects shall terminate within the designated C-DAC network area and be included in the quoted cost.
- b) The proposed Data Centre shall be carrier-neutral and shall permit termination of communication links from any licensed ISP/TSP nominated by C-DAC. The Data Centre Service Provider shall facilitate installation of telecom junction boxes, multiplexers, fiber entry, cable routing, and related infrastructure required by such providers.
- c) The Service Provider in their communication area shall have Telecom junction box/ multiplexers of various link service providers and should be available in and around the facility building for C-DAC's use, i.e. co-Location site must be carrier neutral.
- d) The Data Centre Service Provider should allow the termination of the links provided by C-DAC appointed link service providers. If Telecom junction box/ multiplexers of these link service providers are not available, then the DC service provider should allow the commissioning of the same. The DC Service Provider shall also allow laying of cables and associated works in their premises. The Data Centre Service Provider shall enter into an agreement with the link service provider as per its standard practice. C-DAC will not be responsible for any payments on behalf of the link service provider.
- e) The two Internet links shall be sourced from two different licensed ISP/TSPs. Both providers shall have independent backbone networks and shall not be sourced through the same upstream last-mile infrastructure.
- f) The ISP/TSP shall provide physically diverse fiber entry paths into the Data Centre wherever feasible. Both primary and alternate fiber routes shall be geographically diverse up to the nearest aggregation node/PoP.
- g) The ISP/TSP shall terminate the service through separate Points of Presence (PoPs) and independent aggregation infrastructure to avoid single points of failure.

## 3) Billing

- a) Bandwidth charges for Internet Leased Line (ILL) services shall be invoiced directly by the respective ISP/TSP to C-DAC on a quarterly basis.



- b) The MSI/Data Centre Service Provider shall not act as a reseller of Internet bandwidth and shall not raise any invoice towards bandwidth charges. However, the MSI/Data Centre Service Provider may charge separately for colocation services, cross-connects, installation, integration, monitoring, coordination, and other approved services as per the contract.
- c) Service Level Agreement (SLA) penalties shall be calculated on a quarterly basis based on performance reports submitted by the ISP/TSP and validated by C-DAC.
- d) Payments towards bandwidth services shall be made directly by C-DAC to the respective ISP/TSP against duly certified invoices and satisfactory service performance.
- e) The ISP/TSP shall comply with all applicable DoT/TRAI regulations and licensing conditions. Under no circumstances shall the MSI/Data Centre Service Provider resell, rebundle, or re-invoice Internet bandwidth services to C-DAC.

#### 4) Payment Terms

Payment for network link charges shall be released quarterly in arrears, subject to submission of invoice, uptime report, and SLA compliance report by the ISP/TSP

#### 5) Internet Leased Line (ILL) Link penalty:

As business-critical applications will be running on the C-DAC's network, any downtime will severely affect C-DAC's business causing substantial financial and reputation loss. Therefore, to avoid such losses, the service provider should take adequate steps to deliver the desired uptime. To ensure the desired uptime, following penalty will be imposed on bidder in addition to the SLA penalty mentioned as above.

#	Parameter	SLA Commitment	Penalty
1	Link Availability (Uptime)	≥ 99.95% per quarter	2% of quarterly bandwidth charges per 0.1% shortfall, capped at 20%
2	Latency (Domestic)	≤ 30 ms RTT	0.5% of Monthly Recurring Charges (MRC) per breach lasting > 30 minutes
3	Packet Loss	≤ 0.1%	0.5% of MRC per breach lasting > 30 minutes
4	Mean Time to Repair (MTTR)	≤ 2 hours	1% of MRC per additional hour
5	Jitter	≤ 10 ms	0.5% of MRC per breach lasting > 30 minutes



6	Bandwidth Utilization Report	Monthly submission (utilization, downtime)	INR 5,000 per week of delay in submission
7	BGP Support	Support eBGP peering, prefix advertisement, route filtering, and route propagation as per agreed design	1% of MRC per day of delay beyond the committed implementation/restoration timeline, capped at 20% of quarterly charges

***Penalties shall be calculated quarterly based on ISP performance reports.***

#### k) Security

- 1) Entry and exit at the proposed facility should be restricted and monitored. Security for the building should be made available 24 x 7 x 365 days at the entry / exit levels. Bidder should ensure minimum 4 layers of security till server room area.
- 2) Security for the building should be made available 24 X 7 at the entry/exit levels and should have adequate access control mechanisms in place. Apart from that Bidder to have baggage scanner, Metal detector, boom barrier, etc. to avoid any unauthorized access and to prevent piggybacking.
- 3) Access to CDAC allocated floor/ dedicated mesh cage area through elevators shall be restricted only to CDAC authorized personnel
- 4) There should be a minimum of 2 levels of Physical Security such as one at the Gate, and one at the Server Hall.
- 5) The doors for the server room, communications room, and other critical areas should be of minimum 2 hours fire rated.
- 6) The Data Centre building should have impact resistant fence wall & road blocking device.
- 7) . There shall be an alarm to warn when the access door is open beyond set period.
- 8) Bidder shall carry out regular emergency drills such as fire drills, evacuation drills, medical emergency drills etc. and involve CDAC staff in the same.
- 9) Bidder must ensure availability of Female security guards for frisking of Female personnel. These guards shall be available in the general shift for 365 days
- 10) The VENDOR should comply with Security guidelines as per ISO 27001 in key concern areas relevant to the RFP. Some of the key areas are as under:
  - a) Custodial responsibilities for assets of C-DAC being managed by or assigned to the vendor.
  - b) Physical Security of the facilities.
  - c) Physical and logical separation from other customers of the VENDOR.
  - d) Incident response and reporting procedures.

#### l) BMS

- 1) Monthly reports to be submitted by Bidder which includes (Indicative but not Exhaustive) Power Utilization, Access Control logs, Fire Drill (If conducted in that month), Data Centre Uptime, Incident Reports etc. Reporting structure and any additional reports required will be communicated by the CDAC to the successful Bidder.



- 2) The Bidder shall provide permanent Access Cards to the CDAC designated Personnel/ Staff at no additional cost.
- 3) Bidder to enable dedicated CCTV setup at CDAC server area, seating space.
- 4) . Bidder shall regularly monitor the access to the Server room by means of the access control system, physical security, Biometric access, and CCTV and should always make sure that they are functional 24X7.
- 5) Bidder should provide feeds of CCTV cameras installed in CDAC's server area and seating room to CDAC's designated site over Network.
- 6) Bidder shall deploy Electrical Power Monitoring Systems for all Electrical and Mechanical Loads integrated with its Building Management System.
- 7) Bidder shall deploy Critical Alarms/ Alerts like Temperature, Humidity, UPS, Electricals, VESDA, WLD, etc. All notification and alerts shall be shared with the CDAC through SMS/ Email
- 8) Bidder shall provide separate CCTV surveillance system with dedicated NVR to cover the entire seating space & Storage area with no blind spots.
- 9) Bidder to have CCTV and BMS logs backup of at least 90 days, Incident related logs have to be maintain during contract period by CDAC. Warranty/ AMC of this surveillance system in the Seating space shall be taken care by the Bidder for the entire tenure of the contract.
- 10) Bidder to have redundant BMS servers to mitigate the risk of data loss if any.
- 11) If required the Bidder should be able to provide details of people accessing the Server room by sharing the entries made in the security register, reports from the access control system, CCTV video clips, etc. On regular basis, month-wise details are to be submitted by Bidder by the first week of next month. Access log and CCTV Camera recordings for the Server area shall be handed over to the CDAC on monthly basis on a CDAC provided storage device.
- 12) The Bidder shall make sure that the required power, air conditioning, humidity control, temperature control, HVAC, VESDA, HSSD, Digital rodent repellent system, security system, and other facilities provided is always available (On a 24X7 basis) in all areas
- 13) The temperature in the server hall should be maintained at 25 +/- 2 degree Celsius and shall be measured above the raised floor surface in the middle of the Rack. The humidity at the Data Centre should be maintained between 20% to 80% RH and shall be measured in front of the rack.
- 14) Bidder to provision Temperature and Humidity sensors in each aisle on the Server Hall.
- 15) Calibration of the Temperature and Humidity sensors will be conducted at least once in a year by the Bidder and such reports will be submitted as and when needed during the tenure of the Contract.
- 16) The Bidder shall provide cross-zoned, multi-sensor Fire detection, which is below, overhead and within rack spaces & quality gas-based suppression system like NOVEC 1230/Inergen based or better, exclusively for the server room area and other areas provided. Fire detection and suppression can be common for the building however the areas allocated should be well within the coverage of fire



detection and suppression. The facility should also conform to National Fire Protection Association (NFPA) 2018 standards or higher.

- 17) The Building & Server room area should be provided with a Water Leak detection system and fire alarm system and a rodent repellent system. The facility areas proposed for the CDAC should be well within the coverage of the water leak detection system
- 18) There should be CCTV monitoring for surveillance covering all racks row wise, building entrances, exits and other critical areas where components are placed. Activities are to be recorded and the archival should be kept for at least 90 days tenure during the contract. Bidder to provide the logs via External Hard disk/ any media provided by CDAC as and when required. .
- 19) The Data Centre should have electronic rodent & other pest control systems with operating ability on varied frequency ranges.. The facility areas - Server room are, communication room should be well within the coverage of the rodent & another pest-repellent system.
- 20) All the Building Management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The Bidder should manage the BMS activities on a 24\*7 basis.
- 21) Bidder should monitor power usage.
- 22) The Bidder should have well-laid-down processes and procedures for the generation of gate pass/ entry/ exit pass for man, materials movement, transportation, housekeeping, and other regular Data Centre related activities.
- 23) Fire suppressant system/delivery should be separate floor wise. Detection of fire in one floor shouldn't trigger gas in all the floors of the building, unless the same is required. All the floors shouldn't have common suppressant gas cylinders.

#### 1.2. Fire Detection and Supression System

- 1) Bidder must ensure that there is no water mist sprinkler system is installed in CDAC's area. That said water mist sprinkler system must be available in the passages outside DC Halls and staircases.
- 2) CDAC requires Very Early Smoke Detection System (VESDA) to be available for CDAC 's area
- 3) A Gas suppression system (GSS) shall be provided in Data Rooms .The gaseous suppression system shall be also used for the entire DC area. The halocarbon type clean agents (either NOVEC 1230 or Inergen (Inert Gas IG541)) must be used.
- 4) . Smoke detection shall be installed throughout all occupied area to the Data Hall, Flame/heat detection shall be installed in the Generator Plant and Fuel Storage areas when located indoors.
- 5) . Portable fire extinguishers in Data Halls and other IT areas shall be Halocarbon or Carbon Dioxide type. Powder based extinguishers are not permitted.
- 6) Wet sprinkler systems are permitted in staircases and passages outside DC Halls. Bidder must ensure provision for drainage for all low points in the piping. Drain lines shall be piped to a main waste/drain system.



- 7) Bidder must ensure that the Gas suppression system is designed according to recognized standards, and please state to which one (e.g., LPCB, NFPA, ISO, VdS, etc.)
- 8) . Bidder must ensure mitigating measures been taken to reduce the noise level. Bidder has to ensure that the gas suppression system will not damage the IT equipment within the data hall
- 9) The sprinkler pumps and associated life safety equipment must be generator backed.

### 1.3. Access and Communication protocols

- 1) Bidder must arrange access permissions and issue access cards to C-DAC staff or its authorized representatives/system integrators within one (1) hour of request approval through the designated ticketing system by an authorized client representative. Biometric access, if required, shall be provisioned in accordance with the facility's standard security policies and procedures.
- 2) CDAC it's employees, representatives or consultants who are authorized by the CDAC shall have priority access to the site with time from Gate to the DC hall not exceeding more than 30 minutes. Bidder must also ensure that no security protocol is breached during this activity.
- 3) Bidder to allow all authorized Personnels of the CDAC post seeking necessary approvals to carry out their activities, installations etc. 24 x 7
- 4) Bidder shall provide all necessary assistance to the CDAC /CDAC appointed System Integrator or Bidder while moving the equipment into the site. For example, entry permission for vehicles carrying equipment, parking of such vehicles closer to the lift/ramp till the time the equipment is being offloaded/ use of lift/service lift, assisting procedures documentation, providing trolley, housekeeping services 24x7, & other material movement equipment to carry heavy equipment to/from the allocated server room, etc. 24x7. The CDAC shall not incur any extra cost for availing of these said services
- 5) Bidder to provide temporary Access cards/Gate passes on need basis to the CDAC personnel / CDAC appointed System Integrators/ Bidders/ Partners/Govt officials as and when they would visit the site. Bidder should agree that such access can be provided 24 X 7 and will not have any time restriction at no additional cost.
- 6) The Bidder shall provide contacts and an escalation matrix to log the complaints / problems faced in the facility provided
- 7) Bidder must ensure they will be fully cooperative to CDAC's request to audit the facility allowing the audit team access (copy OR onsite viewing) to necessary documents and site areas for visit related to the operation of the data hall.
- 8) Bidder must ensure necessary access provision for physically disabled personnel to server area.

### 1.4. Seating Place



- 1) CDAC requires the seating space for 10 personnel with comfortable Air conditioning & Lighting in a separate enclosed room exclusively kept reserved for the CDAC.
- 2) Each Workstation shall be of size 1600 (L) \* 800 (W) \* 750 (H) mm OR 1500 (L) \* 750 (W) \* 750 (H) mm with Median & Privacy Partitions.
- 3) Each workstation shall have 3 Drawers Lockable Pedestal Unit / Or Locker for all seats
- 4) Seating shall be provided with Ergonomics Chairs.
- 5) Each space shall have Power points (UPS Points (Universal Socket – 3Nos 5/15 Amps), Power Point -5/15 Amp (1 No) with USB Charger & C-Port)
- 6) . Seating space provided should be away from the proposed Data Centre area but within security limits of Data Centre and in the same Data Centre facility building/tower.
- 7) Provision space for 1 wall mountable screens with sufficient UPS power with LAN ports, whiteboard, and 1 printer connectivity in the seating area. UPS power points and Data Points with no additional cost. Seating area layout to include the Printer space marked separately.
- 8) Cleaning in the Seating Space area to be done on daily basis by the housekeeping staff.

#### 1.5. Other Areas

- 1) Proposed Data Centre facility to have dry Pantry/ Cafeteria with Coffee/Tea Vending Machines to be accessible to CDAC's Staff, Bidders, Partners at no additional cost to the CDAC.
- 2) Bidder shall also provide restroom/washroom facilities for both Male & Female personnel at the facility.
- 3) The Bidder shall provide discussion / meeting room facility as and when required. The meeting room to be equipped with projector and white board facility on best effort basis.
- 4) The Bidder shall provide for staging area for seven (7) days at the proposed facility as and when requested on the best effort basis without any additional cost for preparatory work for initial hardware deployment or replacement or any approved activities.
- 5) Staging area should be in the same floor/same building, preferably close to the hired / hosted space and have all facilities like, redundant power. The staging area should be nearby service lift and loading bay for ease of transportation of device to server farm.

#### 1.6. Inspection and Acceptance Procedure

- 1) Physical Inspection and preliminary testing of the Comprehensive Co-Location Solution shall be done by Bidder/ Bidders' OEMs and a detailed report for all the testing procedures and outcomes to be shared with CDAC and CDAC's consultants within 24 hours upon completion. Bidder's testing and commissioning process for CDAC's premises shall consist of the following but not limited:



- 1.6.1.1. L1 Factory Acceptance Test report
  - 1.6.1.2. L2 Quality assurance check report on site for all equipment
  - 1.6.1.3. L3 Startup test: Standalone functionality of equipment (kickstart report)
  - 1.6.1.4. L4 Functional test report: Chiller functionality test, DC Hall head load test
  - 1.6.1.5. L5 Integrated test report: Combined operations and redundancy test of the electrical systems and HVAC systems
  - 1.6.1.6. L6 Closure report: Snag closure report, CDAC's operation team training, Physical handover
- 2) Bidder to share SOPs for the CDAC's premises and its Consultants during site visits and if needed explain and rectify any recommendations suggested by the CDAC or it's Consultants.
  - 3) . Bidder shall work closely with CDAC s consultant in reviewing identified gaps and snag lists and work towards its closure within stipulated timelines defined by the CDAC and CDAC consultant

#### 1.7. Maintenance

- 1) Bidder must submit a 52 week scheduled maintenance calendar to CDAC at start of every year.
- 2) The operator will have available at CDAC's request evidence of the preventative planned maintenance carried out on the critical MEP systems.
- 3) The operator will provide an annual maintenance schedule, highlighting works that impact or could impact CDAC's operations.
- 4) Bidder must ensure availability of all documents such as single-line diagrams, critical systems drawings, testing and commissioning documents, preventive maintenance reports, operating procedures and policies, data Centre certification, building management system data pertaining to the operation of the CDAC's data hall are available to view either as a soft copy over email OR as a hard copy onsite as and when required.
- 5) Bidder must ensure its support areas such as electrical/mechanical/fire protection plant rooms, rooftop or basement where critical systems are located, and supplier operations and monitoring room pertaining to the operation of the CDAC's data hall are available for physical visit OR viewing from a distance of the interior.
- 6) Bidder must ensure that the number of required resources at site along with necessary certifications must be maintained throughout the contract period.

#### 1.8. Fault reporting , Trouble ticketing and Call Closure Procedure

- 1) C-DAC personnel shall notify the Service Provider DC HELPDESK to report a Service Outage. The Service Provider DC HELPDESK shall have a Trouble Ticket opened for C-DAC and C-DAC shall quote the Trouble Ticket Number in all future communication.
- 2) Upon opening of a Trouble Ticket, Service Provider shall investigate the reported Service Outage and shall promptly rectify the same.



- 3) In case the Call is related to any equipment or performance, or any repair, which would cause a Service Outage, appropriate notice shall be sent to C-DAC, before taking the equipment in maintenance.
- 4) Any call, which is not resolved within 30 minutes of reporting, must be informed to C-DAC.
- 5) Service Provider shall attempt to resolve all Trouble tickets in accordance to the Resolution matrix mentioned above. The resolution could be repair/ replacement or providing a work around which does not hamper the normal productivity of C-DAC.
- 6) Upon such rectification, Service Provider shall communicate the same to C-DAC and close the Trouble Ticket. Service Provider shall ensure that call closure is done after C-DAC's acknowledgement.
- 7) The service window for all the calls shall be 24x7.

#### 1.9. Review Meeting with Vendor

- 1) C-DAC will review and discuss the performance during meeting held on a mutually agreed date.
- 2) VENDOR to forward the minutes of the meeting within five working days. Further, the observations in the review meetings to be closed before next review meeting.
- 3) It is responsibility of the VENDOR representative to be present during the review meetings. No additional cost whatsoever would be paid by C-DAC.
- 4) All review meetings will be held at either C-DAC office at Pune or at the data centre location where C-DAC's DC is co-located.

#### 3. List Of Drawings

- a) Typical requirement DC Layout Drawing
- b) Cable Tray Drawing
- c) P&ID – Option 1 and 2

*(END OF SECTION- IV)*



***Section V- Unpriced/ Price Bid Summary***

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Summary Format- Supply, Installation, Testing and Commissioning along with Loading, Unloading, Transport, Transit Insurance etc.

Item Number	Item Title	Item Description	Item Quantity	Unit of Measure	Consignee ID	Delivery Period (In number of days)
1	DC Colocation - Year-1	Space, Infra Rental Charges as per requirement, including DC related work for CDU,SS Piping, Cable Tray , Network , Rack , PDU and in consideration to IT Load specified (in KW)	2525.3	pieces	vinayaks	84
2	DC Colocation - Year-2	Space, Infra Rental Charges as per requirement, including DC related work for CDU,SS Piping, Cable Tray , Network , Rack , PDU and in consideration to IT Load specified (in KW)	2525.3	pieces	vinayaks	84
3	DC Colocation - Year-3	Space, Infra Rental Charges as per requirement, including DC related work for CDU,SS Piping, Cable Tray , Network , Rack , PDU and in consideration to IT Load specified (in KW)	2525.3	pieces	vinayaks	84
4	Seating Space	Seating space at the Co- located site for 10 Nos of Peoples for 3 Yrs	10	pieces	vinayaks	84



5	Electricity Charges - Year-1	Annual Power charges for co-location considering the IT Load (exclusive of PUE) for 24x7x365 Operations (KWH Unit)	22121628	pieces	vinayaks	84
6	Electricity Charges - Year-2	Annual Power charges for co-location considering the IT Load for 24x7x365 Operations (KWH Unit)	22121628	pieces	vinayaks	84
7	Electricity Charges - Year-3	Annual Power charges for co-location considering the IT Load for 24x7x365 Operations (KWH Unit)	22121628	pieces	vinayaks	84
8	Bandwidth 1	10 Gbps Internet Leased Line 1 - as per requirement at DC Colocation Facility (As per RFP – per quarter)	12	pieces	vinayaks	84
9	Bandwidth 2	10 Gbps Internet Leased Line 2 - as per requirement at DC Colocation Facility (As per RFP – per quarter)	12	pieces	vinayaks	84



**Note:**

1. Qty. of IT Load for rental charges and Kwh stated for Electricity charges are indicative for the TCO calculation purpose and for arriving at L1 Bidder. Bidder based on his own experience can consider PUE.
2. However, the same will be paid on actual consumption basis as per the rate quoted above. Actual consumption will vary based on the hardware deployed by C-DAC. Power charges quoted should be in line with prevailing Electricity Board rates.
3. All the costs mentioned above in TCO must be quoted in Indian Rupees and in WORDS AND FIGURES inclusive of taxes and it is valid during the contract period. In case of any discrepancy, TCO quoted in words will be considered.
4. Prices quoted by the bidder are inclusive of all applicable Taxes i.e. GST (CGST/SGST/IGST) and all incidentals and applicable charges etc.
5. Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice.
6. The prices quoted should also include charges towards freight, forwarding, delivery, installation, transportation, configuration/reconfiguration, integration and go-live.
7. C-DAC will not pay any additional charges other than those mentioned above whatsoever the case may be.
8. For recurring charges payment will be processed quarterly in arrears on submission of invoice after deducting penalty if any.
9. The Vendor should mandatorily provide pricing for each of the line item specified herein above. Leaving any of the items will be deemed as incomplete Commercial Bid.
10. If the cost for any line item is indicated as zero, then it will be assumed by C-DAC that the said item is provided to C-DAC without any cost.
11. The Co-location Charges need to include all services and other requirement such as power, cooling, BMS etc.
12. All Quoted Commercial Values should comprise of values only up to 2 decimal places. C-DAC for evaluation purpose will consider values only up to 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.
13. C-DAC will deduct applicable TDS, if any, as per the law of the land.
14. All the prices quoted by the selected bidder in response to this bid shall be valid during the extended contract period also. However, cost for extension of network link facility and Power charges from 6th year onwards will be decided on the basis of ongoing market rates at the time of renewal.
15. In case the power charge reduces in the market due to any reason like reduction of tariff by electricity board etc., then bidder has to pass on the benefit to C-DAC.
16. Bidders while participating in RFP should submit price element(s) in financial bid only. Accordingly, all bidders are advised not to mention any price element(s) in the technical bid, else the offer shall be rejected as non-responsive.
17. A separate power meter to be provided and power will be payable on an actual usage basis.
18. The power charges will be paid based on the actual consumption. The meter reading to be electronically metered without any manual intervention.
19. The Power recurring charges, payment will be processed monthly in arrears on submission of invoice and sign off report from the concerned C-DAC official.
20. We understand that the above-mentioned figure is for price-comparison purpose only and C-DAC will pay on actuals, considering the unit prices indicated by us. We have not altered any of the values / formats / wordings specified in the Tender Document.



## Annexure-A: Bid Covering Letter

To ,  
Director General,  
Centre for Development of Advanced Computing  
Pune University Campus, Ganesh Khind,  
Pune - 411 007  
Maharashtra (India)

Date:

Dear Sir/ Madam,

Sub: Bid for Co-Location Facility for C-DAC's Data Centre Requirement

Having examined the RFP Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Comprehensive solution for hosting CO-LOCATION DATA CENTRE at \_\_\_\_\_ in conformity with the said Request for Proposal Documents and hereby undertake that we accept all the conditions of the contract of the Bidding Document and will supply the complete solution as per the Technical Specifications of the bidding documents.

We further undertake that we fulfill the Minimum Eligibility Criteria stated and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, principal place of business, details of experience, qualification requirements and past performance and the required bid security in shape of Bank Guarantee/ Bank Draft are furnished with this bid form. We further undertake, if our bid is accepted, for Co-Location Data Centre is in accordance with the requirements and the delivery schedule discussed and agreed. We declare that all the services shall be performed strictly in accordance with the bid documents.

Further we agree that additional conditions, assumptions if any, found in the bid document, other than those stated in deviation schedule, shall not be given effect to. If our bid is accepted, we will obtain the guarantee of a bank in the form prescribed by the C-DAC for a sum equivalent to 5% of the Contract Price as performance security for the Contract.

We agree to abide by this bid for the bid validity period specified in the RFP and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". We understand that you are not bound to accept any bid you may receive.



Dated this ..... day of ..... YYYY

(Signature in the capacity of duly authorized to sign Bid for and on behalf of)

Seal:

Date:

Place:

Business Address:



## Annexure B – Authority Letter

Date:

To:

Director General,  
Centre for Development of Advanced Computing(C-DAC)  
Innovation Park, Panchavati, Pashan,  
Pune – 411008.

**Subject: Authority Letter**

Reference: Tender No. XXXXXXXXXXXX

Dear Sir,

We, M/s \_\_\_\_\_ (Name of the bidder) having registered office at \_\_\_\_\_ (address of the bidder) herewith submit our bid against the said RFP 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 RFP

Specimen Signature:

The undersigned is authorized to issue such authorization on behalf of us.

For M/s \_\_\_\_\_ (Name of the bidder)

Signature and company seal

Name

Designation

Email

Mobile No.



### Annexure C – Undertaking by Principal Manufacturer

**(To be submitted in Original on Letterhead- for all major equipments/devises/products – separately.)**

Date:

Director General,  
Centre for Development of Advanced Computing(C-DAC)  
Innovation Park, Panchavati, Pashan,  
Pune – 411008.

**Subject: Undertaking by Principal Manufacturer against tender no. XXXXXXXXXXXX Bid for Co-Location Facility for C-DAC's Data Centre Requirement 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 Development, supply, installation, testing, commissioning of integrated solution for Direct contact Liquid Components as, Cooling Distribution Unit ,Piping etc. for this project as per said tender and to be supplied and installed at site(s) by our authorized representative M/s (Name of bidder) against said tender.

The undersigned is authorized to issue such authorizations 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-D: Bidder Details

#	Parameters	Response
1	Name of the Firm/Company	
2	Company Registered as [Public Limited/Private Limited]	
3	Date of Incorporation in India	
	<b>Bidder`s Official Web Site (URL)</b>	
4	Address of Corporate/ Registered office	
	Address: Line 1	
	Address: Line 2	
	Name of City	
	State	
	Postal Code	
	Email id	
	Phone No. / FAX No.	
5	Local Office in	
	Address: Line 1	
	Address: Line 2	
	Name of City	
	State	
	Postal Code	
6	<b>GST Registration No.</b>	
7	<b>Date of registration (Attach registration Certificates)</b>	
8	<b>PAN No. (Attach copy of PAN)</b>	
9	<b>Bidder`s Address for communication</b>	
	Name of the Person & Designation to whom all references shall be made regarding this bid.	
	Address: Line 1	
	Address: Line 2	
	Name Of City	
	State	
	Postal Code	
	Email Id	
	Mobile No	
	Landline no./ FAX no.	
	<b>Bank Details</b>	
	Name of Bank	
	Branch	
	MICR Code	
	Type of A/C	
	Account No.	



(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)



## Annexure-E: Financial Turnover Details

<b>Bidder Name:</b>			
	<b>FY: 2022-23</b>	<b>FY: 2023-24</b>	<b>FY: 2024-25</b>
Annual Turnover from Providing Data Centre Co-location services from India business (in INR Crores)			
Net Worth in Crores			
Net Operating Profit (in INR Crores)			
Other relevant information			

### Note:

- a. Only company figures need to be mentioned. Not to include group/ subsidiary company figures)
- b. Only figures related to Data Centre Co-location business in India to be shared.

N.B. Enclose copies of Audited Balance Sheet along with enclosures

### We undertake the following:

- a. We do not have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completions or financial failures etc. in earlier works executed with C-DAC or any other company.
- b. We have not been blacklisted by any company or Government Body for corrupt or fraudulent practices or non-delivery, non-performance.
- c. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

Authorized Signature (In full and initials):

Name and Title of Signatory:



Name of Firm:

Address:

Location:

Date:

### Annexure-F: Non-Disclosure Agreement

(To be submitted on a stamp paper of Rs.500/- (Rupees five hundred only).

This Non-Disclosure Agreement (“NDA”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_ in the year Two Thousand and Twenty six  
(2026) BY \_\_\_\_\_

\_\_\_\_\_ AND BETWEEN Centre for Development of Advance Computing, having its office at Pune University Campus, Ganesh Khind Pune - 411 007, Maharashtra, India hereinafter referred to as “C-DAC” and <company name> a company incorporated under the laws of Indian Companies Act 1956 having its principal place of business at \_\_\_\_\_ shall be referred to herein as a “Respondent”.

C-DAC and the Respondent shall individually be referred to as “Party” and collectively referred to as “Parties”.

WHEREAS, the Respondent is aware that during engagement with C-DAC during the Engagement , the Respondent may be gathering information on C-DAC’s Business/ Operations, certain proprietary information such as Technically and commercially detailed information regarding the respective products & service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc., (“Proprietary Information”) indicated as confidential by C-DAC and made available to the



Respondent., is privileged and strictly confidential to and / or proprietary of C-DAC.

WHEREAS, Respondent agrees to receive the Proprietary Information or other information from C-DAC and treat all such information as confidential information and to safeguard C-DAC's confidential information, property, information systems, network, databases and other data.

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants set forth herein, the Respondent agrees to hold all Confidential Information received from C-DAC in confidence. Respondent will use such Confidential Information only for the purpose of developing the Response to the said engagement; restrict disclosure of such Confidential Information to its employees and employees of its affiliated companies with a need to know and inform such employees of the obligations assumed herein. Respondent will not disclose such Confidential Information to any third party without the prior written approval of C-DAC.

The Confidential Information means information which may be in any form including but not limited to oral, written or printed information or Information in electronic form, data, studies, consultants reports, trade secrets, proformas and other financial and trade/commercial information, computer models and programs, contracts, plant designs and configurations, plant performance data or other material of any kind or nature in whatever form. Wherever, information is given orally, within 48 hours, the receiving party should receive the information in writing along with the confidentiality statement from the other party. It may be noted that all the information shared as a part of the Project Engagement in the form of project documents, discussions on system architecture, data shared for the sole purpose of evaluating and finalizing the system configurations through a live Benchmark test both off shore as well as onsite shall be the sole property of C-DAC and shall be treated with the same degree of confidentiality as that of the Respondent. Respondent will ensure that no breach of confidentiality occurs at its own premises as well as during and after the onsite engagement as a part of the Project Engagement.

Without the prior written consent of C-DAC or except as otherwise provided herein, the Respondent will not:

- a. distribute or disclose to any other person any of the Confidential Information;
- b. permit any other person to have access to the Confidential Information;
- c. Use the Confidential Information for any purpose other than the Permitted Use; or disclose to any other person.
- d. That discussions, investigations or negotiations are taking place



concerning a possible transaction between the Parties, or the terms, conditions, status or other facts regarding a possible transaction between the Parties, or that Respondent has received Confidential Information from C-DAC. Notwithstanding the above, Respondent may disclose the Confidential Information, and portions thereof to its directors, officers, employees and representatives of its advisors (collectively, "Representatives") who need to know such Confidential Information for the purpose of evaluating a possible transaction between the Parties. It is understood that the Respondent will inform their respective Representatives of the confidential nature of the Confidential Information and will require its Representatives to be bound by this Agreement and not to disclose the Confidential Information to any other person.

Without the written consent of C-DAC the Respondent or any of his employees/partners should not make public announcements/comments on any website/or issue any media statements about the existence of this engagement and its scope.

The Respondent agrees to be responsible for any breach of this Agreement by its Representatives. Respondent agrees to protect the Confidential Information received from C-DAC with the same degree of care as it normally exercises to protect its own proprietary information of a similar nature. Respondent agrees to promptly inform C-DAC of any unauthorized disclosure of C-DAC's Confidential Information. The Respondent shall ensure that in no case its employees or representative uses any USB or connectivity device in the hardware systems of C-DAC without permission from C-DAC.

The Respondent shall ensure that their employees will not disclose any information of C-DAC during their employment with the Respondent and will use reasonable efforts to ensure that its employees will not disclose any information of C-DAC even after they cease to be the employees of the Respondent. The Respondent shall ensure this by its own internal agreements.

Confidential Information does not include information that Respondent can reasonably prove, falls within any of the following:

- a. Information that either is legally in either party's possession or publicly available to either party prior to the disclosure of such information hereunder;
- b. Information that, subsequent to its disclosure hereunder, becomes publicly available to either party without any violation of this Agreement by either party;
- c. Information that becomes legally available to either party on a non-confidential basis from any third party, the disclosure of which



to either party does not, to either party's knowledge, violate any contractual or legal obligation such third party has to either party with respect to such information;

- d. Information that is independently acquired or developed by either party which can be evidenced by written records; or information that is explicitly approved for release by written authorization of C-DAC.

In the event that Respondent is required by law in any judicial or governmental proceeding to disclose any Confidential Information, the Respondent will give C-DAC prompt written notice of such request so that C-DAC may seek a protective order or appropriate remedy. If, in the absence of a protective order, Respondent determines, upon the advice of counsel, that it is required to disclose such Confidential Information, it may disclose such Confidential Information only to the extent compelled to do so; provided, however, that the Respondent gives C-DAC written notice of the portion of Confidential Information to be disclosed as far in advance of the disclosure as is practicable and uses its best efforts, at its own expense, to obtain assurances that confidential treatment will be accorded to such Confidential Information.

No license expressed or implied in the Confidential Information is granted to Respondent other than to use the information in the manner as is permitted in the RFP by C-DAC.

Respondent agree that Confidential Information is and shall at all times remain the property of C-DAC. Respondent acknowledge that the Confidential Information is confidential and material to the interests, business and affairs of C-DAC and that the disclosure thereof (other than as permitted under this Agreement) would be detrimental to the interests, business and affairs of C-DAC. No use of such Confidential Information is permitted except as otherwise provided herein and no grant under any of the party's intellectual property rights is hereby given or intended, including any license (implied or otherwise). All information shall remain the property of C-DAC and shall be returned upon written request or upon the Respondent's determination that it no longer has a need for such information. Use of such property or licenses without the permission of C-DAC is strictly prohibited and the respondent will ensure that any of its employee or representative does not violate this condition, and even in the case when they cease to have any relationship with respondent.

No license to the Respondent, under any trade secret or any other intellectual property right, is either granted or implied by the disclosure of information to the Respondent. None of the information which may be disclosed or exchanged by C-DAC shall constitute any representation, warranty, assurance, guarantee, or inducement by Respondent to C-



DAC of any kind, and in particular, with respect to the non-infringement of trademarks, patents, copyrights, mask work rights, or any other intellectual property rights, or other rights of third persons or of C-DAC. There are no warranties expressed or implied by this Agreement. Without limiting the foregoing, neither C-DAC makes any representations nor extend any warranties, express or implied, as to the adequacy or accuracy of Confidential Proprietary Information or any other information or data related thereto, or with respect to the use thereof by Respondent.

Neither this NDA nor the disclosure or receipt of information from C-DAC to the Respondent, shall constitute or imply any promise or intention to pursue any business opportunity described in the Confidential Information or make any purchase of products or services by C-DAC or its affiliated companies or any commitment by C-DAC or its affiliated companies with respect to the present or future transaction between the parties.

Respondent shall not modify or erase the logos, trademarks etc., of C-DAC or any third party present on the Confidential Information. The Respondent shall not use or display the logos, trademarks etc., of C-DAC in any advertisement, press etc., without the prior written consent of C-DAC.

Upon the request of C-DAC, the Respondent, will within 7 days of receipt of such request, return or destroy all Confidential Information and any notes, correspondence, analyses, documents or other records containing Confidential Information, including all copies thereof, then in the possession of Respondent or its Representatives and shall certify the fact of having destroyed the Confidential Information in writing to C-DAC. Such return, however, does not abrogate the continuing obligations of Respondent under this Agreement.

Respondent agree and acknowledge that monetary damages would not be a sufficient remedy for a breach of this Agreement and that C-DAC shall be entitled to specific

detrimental to the interests, business and affairs of C-DAC. No use of such Confidential Information is permitted except as otherwise provided herein and no grant under any of the party's intellectual property rights is hereby given or intended, including any license (implied or otherwise). All information shall remain the property of C-DAC and shall be returned upon written request or upon the Respondent's determination that it no longer has a need for such information. Use of such property or licenses without the permission of C-DAC is strictly prohibited and the respondent will ensure that any of its employee or representative does not violate this condition, and even in the case when they cease to have any relationship with respondent.

No license to the Respondent, under any trade secret or any other



intellectual property right, is either granted or implied by the disclosure of information to the Respondent. None of the information which may be disclosed or exchanged by C-DAC shall constitute any representation, warranty, assurance, guarantee, or inducement by Respondent to C-DAC of any kind, and in particular, with respect to the non-infringement of trademarks, patents, copyrights, mask work rights, or any other intellectual property rights, or other rights of third persons or of C-DAC. There are no warranties expressed or implied by this Agreement. Without limiting the foregoing, neither C-DAC makes any representations nor extend any warranties, express or implied, as to the adequacy or accuracy of Confidential Proprietary Information or any other information or data related thereto, or with respect to the use thereof by Respondent.

Neither this NDA nor the disclosure or receipt of information from C-DAC to the Respondent, shall constitute or imply any promise or intention to pursue any business opportunity described in the Confidential Information or make any purchase of products or services by C-DAC or its affiliated companies or any commitment by C-DAC or its affiliated companies with respect to the present or future transaction between the parties.

Respondent shall not modify or erase the logos, trademarks etc., of C-DAC or any third party present on the Confidential Information. The Respondent shall not use or display the logos, trademarks etc., of C-DAC in any advertisement, press etc., without the prior written consent of C-DAC.

Upon the request of C-DAC, the Respondent, will within 7 days of receipt of such request, return or destroy all Confidential Information and any notes, correspondence, analyses, documents or other records containing Confidential Information, including all copies thereof, then in the possession of Respondent or its Representatives and shall certify the fact of having destroyed the Confidential Information in writing to C-DAC. Such return, however, does not abrogate the continuing obligations of Respondent under this Agreement.

Respondent agree and acknowledge that monetary damages would not be a sufficient remedy for a breach of this Agreement and that C-DAC shall be entitled to specific performance or any other injunctive relief as a remedy in equity for any such breach of this Agreement. Any remedy shall not be deemed to be exclusive or all-inclusive and shall be in addition to any and all other remedies which may be available to C-DAC in law or equity.

Confidential Information provided to the Respondent does not and is not intended to represent an inducement by C-DAC or a commitment by C-DAC to enter into any business relationship with the Respondent or with any other entity. If the parties desire to pursue business



opportunities, the parties will execute a separate written agreement to govern such business relationship.

The Respondent agree that during the existence of the term of this NDA and for a period of one year thereafter, the respondent shall not solicit directly or indirectly the employees of C-DAC working in all wings of Central Office Information Technology department.

Respondent agree that all of its obligations undertaken herein as the Respondent shall survive and continue for the period of the existence of this NDA or a period of one year, beyond the Contract period regardless of any prior termination of this NDA.

This NDA constitutes the entire understanding between the Parties hereto as to the information and merges all prior discussions between them relating thereto.

No amendment or modification of this NDA shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective authorized officers or representatives.

The Respondent understand and agree that no failure or delay by C-DAC in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

The Respondent herein agrees and undertakes to indemnify and hold C-DAC harmless from any loss, damage, claims, liabilities, charges, costs, or expense (including attorneys' fees), that may arise or be caused or result from or be paid/incurred/suffered or caused to be paid/incurred/ suffered by reason of any breach, failure, delay, impropriety or irregularity on its part to honour, observe, adhere to, abide by or comply with any of the terms and conditions of this Agreement. In the event that the Respondent shall be liable to C-DAC in connection with this Agreement, the Respondent's liability shall be limited to the value of the Contract.

This Agreement shall be governed and construed in accordance with the law of India.

In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

Respondent agree not to assign this Agreement or any interest herein without express prior written consent of C-DAC. Nothing in this



agreement and no action taken by the Respondent pursuant to this agreement shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity or arrangement. This Agreement is entered into by the Parties on a Principal-to-Principal basis and no other meaning can be assigned in interpreting any of the terms contained herein.

Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996. The arbitration tribunal shall be composed of a sole arbitrator, and the Parties shall appoint such arbitrator with mutual consent. The place of arbitration shall be Delhi, India and the arbitration proceedings shall take place in the English language.

IN WITNESS WHEREOF, the Respondent has caused this Agreement to be executed as of the date set forth above.

For and on behalf of \_\_\_\_\_

Address – \_\_\_\_\_

Authorized Signatory Name:

Designation:

Place:



**Annexure G – Performance Bank Guarantee**  
(on non-judicial paper of appropriate value)

To,

Director General,  
Centre for Development of Advanced Computing(C-DAC)  
S.P. Pune University Campus,  
Pune – 411007.

**BANK GUARANTEE NO:**

**DATE:**

Dear Sir(S)

This has reference to the Purchase Order No. \_\_\_\_\_ Dated \_\_\_\_\_ been placed by C-DAC on M/s \_\_\_\_\_ (Name & Address of vendor) for supply, installation, commissioning, warranty of \_\_\_\_\_ (description of items) at C-DACs' sites.

The conditions of this order provide that the vendor shall,

1. Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and
2. Arrange to install and commission the items listed in said order at client's site, to the entire satisfaction of C-DAC and
3. Arrange for the comprehensive warranty service support towards the items specified in purchase order.

M/s (Name of Vendor) has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the 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.

C-DAC 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 C-DAC under any security (ies) now, or hereafter held by C-DAC 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 C-DAC hereunder or of prejudicing right of C-DAC against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of C-DAC 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 that C-DAC 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 C-DAC 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 C-DAC 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 (C-DAC'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 C-DAC hereunder.

The amount stated in any notice of demand addressed by C-DAC to the Bank as claimed by C-DAC from the supplier or as suffered or incurred by C-DAC on the account of any losses or damages or costs, charges and/or expenses shall as between the Bank and C-DAC be conclusive of the amount so claimed or liable to be paid to C-DAC or suffered or incurred by C-DAC, as the case may be and payable by the Bank to C-DAC in terms hereof.

You (C-DAC'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 contact 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 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) 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.

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 C-DAC 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 (min. 42 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 \_\_\_\_\_

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK

Authorised

Signatory



## Annexure-H: Bank Guarantee for EMD

(To be submitted on a stamp paper of Rs.500/- (Rupees five hundred only).

Date:

To

Director General,  
Centre for Development of Advanced Computing  
Pune University Campus, Ganesh Khind,  
Pune - 411 007  
Maharashtra (India)

This Deed of Guarantee executed by the \_\_\_\_\_  
(Bank name) (hereinafter referred to as “the bank”) in favor of Centre for Development of  
Advance Computing, having its office at Pune University Campus, Ganesh Khind, Pune - 411  
007  
Maharashtra (India) (hereinafter referred to as “C-DAC”) for an amount not exceeding Rs.  
\_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) at the request of (Bidder’s Name & Address)  
\_\_\_\_\_ (hereinafter  
referred to as the “Bidder”).

Therefore, we hereby affirm that we Guarantee and are responsible to you on behalf of the  
Bidder, up to a total amount of Rs. (Rupees \_\_\_\_\_ only) and we undertake to pay you, upon  
your first written demand, without cavil or argument, any sum or sums as specified by you  
within the limit of Rs. (Rupees \_\_\_\_\_ only).

C-DAC need not prove or show grounds or reasons for the demand of a part or the full amount  
of guarantee.

This Bank Guarantee will be valid for a period up to (for a period of three months from the  
date of submission)

The bank hereby covenants and declares that the guarantee hereby given is an irrevocable  
one and shall not be revoked by a Notice or otherwise.

This Guarantee shall not be affected by any change in the Constitution of the Bank or the  
Bidder.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of YYYY Sealed & Signed by the Bank.



### Annexure-I: Undertaking on not being blacklisted

(On Rs. 100 Non-Judicial stamp paper)

**Ref:** GeM Bid/Tender Nos... for ....

This is to certify that << **COMPANY NAME** >> is not blacklisted by the Government of India or any of its agencies for any reasons whatsoever and not blacklisted by Central/ any other State/UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices and not backed out from executing the work after award of the work and is approved / upheld by any court decree or arbitral award against the bidder to such effect as on the bid submission date .

Company Secretary / Authorized Signatory

Name of Signatory:

Bidder Name:

Date



### Annexure-J: Format for Submission of Client References

**Ref:** GeM Bid/Tender Nos... for ....

To whosoever it may concern

Particulars	Details
Client Information	
Client Name	
Client address	
Name of the contact person and designation	
Phone number of the contact person	
E-mail address of the contact person	
Project Details	
Name of the Project	
Contract Start Date	
Contract End Date	
Current Status (In Progress / Completed)	
Size of Project	
Size of the Project	
a. Total Contracted racks	
b. Total Live Racks	
Size of the Project	
a. Total Contracted IT Capacity	
b. Total Live IT Capacity	

Name of Signatory:



## Annexure-K: Special Undertaking

Date:

To

Director General,  
Centre for Development of Advanced Computing  
Pune University Campus, Ganesh Khind,  
Pune - 411 007

Maharashtra (India)

Ref: GeM Bid/Tender Nos... for ....

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the CDAC and we offer to provide Services detailed in this RFP. We hereby certify that we will be adhering and implementing all the below stated statements as required by the CDAC. We acknowledge that in case of submission of false information or unjustifiable claims, CDAC will have the right to terminate the contract/Letter of award and invoke the Performance Bank Guarantee(s) submitted by the selected bidder

- a. We confirm to adhere to all the stated milestones and timelines mentioned in this RFP.
- b. We confirm that the capacity, space and floor level infrastructure provide to the CDAC are dedicated solely for CDAC's use.
- c. We confirm that all the required certifications mentioned in this RFP will be available within 6 months of the Ready for service date.
- d. .
- e. We confirm that the allocated Green power tariff will be locked in with no price escalation for the entire contract duration.
- f. We confirm that the Proposed Data centre facility does not have any server hall area on the Ground floor of the premises.
- g. We confirm that we are offering a metered power model and shall provision IT power monitoring on Rack PDU or Floor PDU level
- h. We confirm that the proposed facility is a carrier-neutral (Network service providers) Data Centre facility with minimum 3 diverse fiber entry paths to the plot
- i. We confirm that the floor level MEP is restricted from access by unauthorised personnel.
- j. We confirm that we will procure all the required certifications within 6 months from ready for service date.

Name of Signatory:

Bidder Name:

Date



### Annexure-L: Employee Experience Letter Format

Date:

To

Director General,  
Centre for Development of Advanced Computing  
Pune University Campus, Ganesh Khind,  
Pune - 411 007  
Maharashtra (India)

Ref: Bid No –

Employee Experience letter format. (Separate submission for each employee)

Particulars	Details	Remarks
Employee Name		
Brief Description of Skillset and experience		
Years of Experience		
Year of Joining		
Available Certifications (Attach copies after this page)		
Expiry Date of above mentioned certifications		

Name of Signatory:

Bidder Name:

Date



## Annexure N

### Certificate from Bidder related to Beneficial Owner from Land Border Sharing Countries & Make in India Orders

Date:

To  
Director General,  
Centre for Development of Advanced Computing  
Pune University Campus, Ganesh Khind,  
Pune - 411 007  
Maharashtra (India)

Ref: Tender / Bid No ..... for supply of .....

We hereby certify that the goods/ services being offered by us vide our proposal, comply with the provisions of the Order No.F.7/10/2021-PPD (1) (Public Procurement No. 4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOI. We hereby declare the COUNTRY OF ORIGIN OF OEM and COUNTRY OF MANUFACTURING of the offered product and/or services. Further the offered services and goods are in compliance to the Make In India Order No. P-45021/2/2017-PP(BE-II)-Part(4)Vol.II dated 19.07.2024 issued by Public Procurement Section, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, GoI along with achieving Minimum Local Content as declared by the relevant Ministries/Departments.

We hereby certify the details pertaining to goods & services being offered by us, as given below:

SNo.	Item Description	Make & Model No.	Country of Origin of OEM	Country and Location of Manufacture of Item	Location in India at which local value addition is made, if any.	Percentage of Local Content
1						
2						
3						
4						
<b>Total Local Content</b>						



For the above solution / service the local content percentage (%) is .....  
(consolidated figure for the complete solution i.e. including all items & services to be mentioned here.)

Self-certification on Compliance to Make-in-India Order:

1. Select any one of the following options **(Strike out / delete, the option which is not applicable in the declaration i.e. either a or b):**

- a. We understand that the MII declaration is to be submitted duly certified by the Cost Auditor or Statutory Auditor (in the case of companies) OR from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies). However as per the provision of the said MII Order /OM we are submitting the self-certification for local content for the offered goods / software / solution / services etc. by us. In case, we emerged as the lowest bidder against this tender, at the time of execution of the project, we shall be required to give local content certification duly certified by Cost / Chartered Accountant in practice (as applicable). Further, we agree that, in case, we do not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II / Non-local OR from Class-II to Non-local, a penalty of 10% of the contract value shall be imposed on us.

OR ELSE

- b. We are submitting the MII Declaration duly certified by the Cost Auditor or Statutory Auditor (in the case of companies) OR from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies). The document certifying agency /firm/ company is: **(Strike out the option which is not applicable in your the declaration)**
- i. **our Cost Auditor or Statutory Auditor (in the case of companies)**

OR

- ii. **a practicing cost account / chartered accountant (in case of suppliers other than companies)**

We abide by the following terms and conditions of this GeM bid / enquiry

1. CDAC reserves the right to Accept / Reject / Cancel the bid / GeM inquiry, at its sole discretion, based on the responses received against the MII declaration submitted by the bidders / vendors.



2. Any deviation in this format or not-covering all the major components as per the RFP ask may result in disqualification of the bidder. The BOM/BOQ details should exactly match with the item details provided herein.
3. We also certify that, we are not from a country sharing land border with India as defined in Order No.F.7/10/2021-PPD (1) (Public Procurement No. 4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOI and the goods offered by us comply with the provisions of said order.
4. We have gone through the above-mentioned OM / Order and we have verified the information given in the Make In India (MII) declaration submitted by us and it is true to our knowledge.

For (Name of bidder)

Authorized Signatory  
Name & Designation:  
Mobile No:



## Annexure 0 – Integrity Pact

(To be executed on Rs. 100/- Stamp paper duly notarised and applicable for all tenders of value above Rs.1 Crore)

This Integrity Pact (“the Pact”) is made and executed on this \_\_\_\_ Day of \_\_\_\_\_ Two Thousand Twenty \_\_\_\_\_ at \_\_\_\_\_. By and Between Centre for Development of Advanced Computing (C-DAC), an autonomous scientific Society under the Ministry of Electronics and Information Technology, Government of India, registered under the Societies Registration Act 1860 and the Bombay Public Trusts Act 1950, having its registered Office at Savitribai Phule Pune University Campus, Pune 411 007, hereinafter referred to as "C-DAC/Principal", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be. and ..... hereinafter referred to as “The Bidder(s)/Contractor(s)”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be.

(The Principal and the Bidder (s)/Contractor(s) are collectively referred to as “the Parties”.

### Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for ----- (“the Contract”). The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s. The Principal intends to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into. The Principal also intends that Bidder/s and Contractor/s should abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Bidder/s and Contractor/s shall commit to prevent corruption, in any form, by its officials by following transparent procedures.

In order to achieve these goals, the Principal, by way of this Integrity Pact (“the Pact”) will appoint Independent External Monitor (“IEM”) who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above. The parties hereto hereby agree to enter into this Pact and agree as mentioned below.

### Section 1 Commitments of the Principal

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



a) No employee of the Principal, personally or through relatives or any other person, will in connection with the tender, or for the execution of the Contract, demand, promise or accept for himself/herself or any third person, any material or immaterial benefit or any other advantage from the bidder/s or contractor/s which he/she is not legally entitled to.

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

c) The Principal will exclude from the process all known prejudiced persons.

2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion and the same is prima facie found to be correct in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case while such enquiry is being conducted by the Principal, the proceedings under the contract shall not be stalled.

## Section 2

### Commitments of the Bidder/ contractor

1) The Bidder / Contractor commits to take all measures necessary to prevent corrupt practices, unfair means and illegal activities. He commits himself to observe the following during his participation in the tender process and during the contract execution:

a) The Bidder / Contractor undertakes that he/she has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal, for which benefit etc. 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 / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal, for which benefit etc. 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

c) The Bidder / Contractor will not enter into any agreement or understanding with other Bidders in connection with the bid, including but not limited to prices,



specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

d) The Bidder / Contractor will not commit any offence under the relevant provisions of Anti-Corruption Laws of India/Indian Penal Code, 1860, Information and Technology Act, 2000, Competition law or any other relevant laws, enactments, rules and regulations. Further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The Bidder / Contractor also undertakes to exercise due and adequate care of any such information so divulged.

e) The Bidder / Contractor further confirms and declares to the Principal that the Bidder / Contractor is the original manufacturer / integrator / authorised government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder / Contractor, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

f) The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to make or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and the details of the services agreed upon for such payments.

g) The bidder(s)/ contractor (s) of foreign origin shall disclose the name and address of agents and representatives in India related to this tender. Similarly, the bidder(s)/ contractor(s) of Indian nationality shall furnish the name and address of their foreign principals or associates, if any, related to this tender.

h) The Bidder / Contractor shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

i) If the Bidder / Contractor or any employee of the Bidder / Contractor or any person acting on behalf of the Bidder / Contractor, either directly or indirectly, is a relative of any of the officers of the Principal, or alternatively, if any relative of an officer of the Principal has financial interest / stake in the Bidder's / Contractor's firm, proprietorship, company, etc. the same shall be disclosed by the Bidder / Contractor at the time of filing of tender/EoI. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 2013.

j) The Bidder / Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal.



k) The bidder / contractor shall disclose the circumstances, arrangements, undertakings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations specified in the tender process or under any Agreement which may be negotiated or executed with Principal. Bidder / Contractor and its employees, agents, advisors and any other person associated with the bidder / contractor must not place themselves in a position which may, or does, give rise to conflict of interest (or a potential conflict of interest between the interests of Principal or any other interests during this tender process or through operation of the Agreement.

l) The bidder(s)/ contractor (s) who have signed the Pact shall not approach the Courts while the matters/disputes/issues, related to tender process or the Contract are presented before the IEM and awaiting the final decision.

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

### Section 3

#### Disqualification from tender process and exclusion from future contracts

1) If the Bidder, before the Contract is awarded, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question:

a) the Principal is entitled to disqualify the Bidder from the tender process or to terminate the Contract, if already signed, for such reason.

b) the Principal is entitled to exclude the Bidder / Contractor from participating in future contracts/tenders. The imposition and duration of the exclusion will be determined by the Principal based on the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Contractor and the amount of the damage. The exclusion will be imposed for a minimum of six (6) months and maximum of three (3) years.

2) An act/omission would be treated as a transgression after due consideration of the available evidence by the Principal.

3) The Bidder / Contractor accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such disqualification/exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision of disqualification/exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

4) If the Bidder / Contractor can prove that he has restored the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the aforesaid disqualification/exclusion prematurely.



## Section 4

### Compensation for Damages

1) Without prejudice to any rights that may be available to the Principal under any law or the contract or its laid down policies and procedures, the Principal shall have the following rights in case of breach of this Pact by the Bidder/Contractor:

a) To forfeit the Earnest Money/Bid Security if the Bidder is disqualified from the tender process prior to the award in terms of Section 3;

b) To forfeit/invoke the Security Deposit/ Performance Bank Guarantee if the Principal has either terminated or is entitled to terminate the Contract of the Bidder in terms of Section 3.

c) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder / Contractor.

d) To immediately cancel the contract, if already signed, without giving any compensation to the bidder / contractor. The Bidder / Contractor shall be liable to pay the compensation for any loss or damage to the Principal resulting from such cancellation / rescission and the Principal shall be entitled to deduct the amount so payable from the amount due to the Bidder / Contractor.

e) To recover all sums already paid by the Principal, with interest at \_\_\_% @ p.a. if any outstanding payment is due to the Bidder / Contractor from the Principal in connection with any other contract, such outstanding payment could also be set off to recover the aforesaid sum and interest.

f) To recover all sums paid in violation of this Pact by the Bidder / Contractor to any middleman or agent or broker with a view to securing the contract.

## Section 5

### Previous transgression

1) The Bidder declares that he has not committed any transgressions in the last three (3) years against any Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could invite/justify his exclusion from this tender process.

2) Any concealment of information or misrepresentation of facts, in regard to the aforesaid, can lead to his disqualification from the tender process or termination of the Contract, if already awarded, or invite any other appropriate action(s) as deemed fit.

## Section 6

### Equal treatment of all Bidders / Contractors / Subcontractors

1) The Principal will enter into Pacts on identical terms with all bidders and contractors.



2) The Bidder(s) / Contractor(s) assures to procure from all their subcontractors an undertaking for the adoption of this Pact. The Bidder (s) / Contractor(s) shall alone be responsible for any violation (s) of the provisions laid down in the Pact by any/all of their sub-contractor (s) or sub-vendor (s).

3) The Principal will be entitled to disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

## Section 7

### Independent External Monitor / Monitors

1) The Principal appoints competent and credible Independent External Monitor as nominated and approved by the Central Vigilance Commission. The task of the IEM is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Pact. The IEM would be required to sign 'Non- Disclosure Agreements' alongwith a declaration of 'Absence of Conflict of Interest'. In case of any conflict of interest arises at a later date, the IEM shall inform Chairperson of the Board of the Principal and recuse himself/herself from that case.

2) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal. The IEM would be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

3) The Bidder / Contractor accepts that the IEM has the right to access, without restriction, all Project documentation available with the Principal including the documents/ records/ information provided by the Bidder/Contractor. The Bidder/Contractor will also grant the IEM, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the documents/ records/ information of the Bidder/Contractor/ Subcontractor with confidentiality.

4) The Principal will provide to the IEM sufficient information about all meetings among the parties related to the Project provided that such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor. The Parties will offer to the IEM the option to participate in such meetings.

5) As soon as the IEM notices, or suspects, a violation of this Pact, he will inform the Management of the Principal and request the Management to discontinue or rectify the violation, or take any other relevant action. The IEM can in this regard submit nonbinding recommendations. Beyond this, the IEM has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action.



However, the IEM shall give an opportunity to the Bidder / Contractor to present his case before making its recommendations to the Principal.

6) The IEM is expected to tender their recommendation on all the complaints within 30 days of their receipt, to the Chairperson of the Board of the Principal. Further, should the occasion arise, the IEM may submit proposals for correcting problematic situations.

7) If the IEM has reported to the Chairperson of the Board of the Principal a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India/Indian Penal Code, 1860, or any other relevant laws and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEM may transmit this information directly to the Central Vigilance Commissioner, Government of India.

8) The word 'IEM' would include both singular and plural.

#### Section 8 Pact Duration

1) This Pact comes into force when both parties have signed it. It expires for the Bidder / Contractor 12 months after the last payment under the respective contract, and for all other Bidders / Contractors 6 months after the contract has been awarded.

2) If any claim is made / lodged during the aforesaid duration, the same shall continue to be valid despite the lapse of this pact as specified above, till it is discharged / determined by Chairperson of the Board of the Principal.

#### Section 9 Other provisions

1) This Pact is subject to Indian Laws. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Pune. The Arbitration clause provided in the main tender document / contract shall be applicable to any issue / dispute arising under this Pact.

2) If the Contractor is a partnership or a consortium, all partners or consortium members must sign this Pact.

3) In case of any allegation of violation of any provisions of this Pact or payment of commission etc. the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder / Contractor and Bidder / Contractor shall provide necessary information and documents and shall extend all possible help for the purpose of such examination.

4) If one or several provisions of this Pact are held to be invalid/unenforceable, the remainder of this Pact shall remain valid as though the invalid or unenforceable parts had not been included herein. In this case, the parties will strive to come to an agreement to their original intentions.

5) Issues like warranty/ guarantee etc. shall be outside the purview of IEM.

For the Principal

For the Bidder / Contractor



Place -----

Date -----

Witness 1 : -----

Witness 2 : -----