

**Request For Proposal**

**For**

**Selection of System Integrator**

**for**

**“Infrastructure Augmentation and  
support” of Bihar State Data  
Center 2.0 Phase II**

BSEDC NIT No.: 3117/2025 dt. 21-05-2025



**Bihar State Electronics Development Corporation Limited**

(A Government of Bihar Undertaking)  
BELTRON Bhawan, Shastri Nagar,  
Patna –800 023, Bihar.  
**e-mail id-** [zahid.lateef@bihar.gov.in](mailto:zahid.lateef@bihar.gov.in)



## IMPORTANT INFORMATION

Table 1: Important Information about the RFP

Tender Inviting Authority	Bihar State Electronics Development Corporation Limited (BSEDC)
Name of Project Work	Selection of System Integrator for “Infrastructure Augmentation and support” of Bihar State Data Center 2.0 Phase II
Tender / RFP Reference No.	RFP Number: 3117/2025 dated 21.05.2025
Place of availability of Tender Documents (RFP)	Bihar State e-Procurement Portal: <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a>
Place of submission of Bids	Bihar State e-Procurement Portal: <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a>
Tender Document (RFP)	Request for Proposal Document
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Service / Goods / Works)	Services & Goods
Type/Form of Contract (Work/Supply/Auction/Service/Buy/Empanelment/Sell)	Supply/Service/Buy
Is Offline Submission Allowed (Yes/No)	No
Withdrawal Allowed (Yes/No)	Yes (on/before the last date and time of bid submission)
Is Multi Currency Allowed	No (Only Indian Rupees)
Date of release of RFP	22 <sup>nd</sup> May 2025
Bid Validity days (180/120/90/60/30)	180 days
Location (Work / Services / Items / As per RFP)	As per RFP



Cost of Tender Document	A non-refundable fee of Rs. 10,000/- through e-Payment mode (i.e. NEFT/ RTGS, Net Banking, Credit/Debit Card) only. Bidders can enclose the receipt of same along with General cum Technical Bid.
Bid Security / Earnest Money Deposit (EMD)	Rupees 2,00,00,000 only (Two crore only) INR only. To be paid either through online mode or manual mode (BG). In case of manual mode of payment of EMD, the original hard copy of the EMD (BG) should be submitted to BSEDC within next working day of the tender submission date.
Non-Refundable Tender Processing Fee (TPF)	INR. 5,900/- (inclusive of GST) only (Rupees Five Thousand Nine Hundred only) to be paid through e-payment (online) mode (i.e., NEFT / RTGS, Net Banking, Credit/Debit Card) Only.
Address to send Pre-bid Queries	The Managing Director, Bihar State Electronics Development Corporation Limited (BSEDC) Beltron Bhawan, Shastri Nagar, Patna – 800023, Bihar Email Id: <a href="mailto:zahid.lateef@bihar.gov.in">zahid.lateef@bihar.gov.in</a>
Nature of Bid Process	Two stage bidding <ul style="list-style-type: none"> <li>• Eligibility Criteria + Technical Bid</li> <li>• Commercial Bid</li> </ul>
Method of Selection	Least Cost / Lowest Cost (L1)



Last Date and Time for submission of Pre-Bid queries	29 <sup>th</sup> May 2025 till 6:00 PM
Date of Pre-bid Meeting	30 <sup>th</sup> May 2025 at 11:00 AM
Place of Pre-bid meeting	Bihar State Electronics Development Corporation Limited (BSEDC) Beltron Bhawan, Shastri Nagar Patna – 800023, Bihar
Sale of Tender Document	From 22 <sup>nd</sup> May 2025 to 18 <sup>th</sup> June 2025 till 15:00 Hrs
Last date and time for Submission of Bids	18 <sup>th</sup> June 2025 at 5:00 PM
Opening of General cum Technical Bids	18 <sup>th</sup> June 2025 at 5:30 PM
Opening of Commercial Bids	To be communicated later
Name and Address of correspondence	To, Managing Director, Bihar State Electronics Development Corporation Limited (BSEDC) Beltron Bhawan, Shastri Nagar, Patna – 800023, Bihar Tel No:- 0612-2281242, 0612-2281857 Fax:- 0612-2281857, Email Id: <a href="mailto:zahid.lateef@bihar.gov.in">zahid.lateef@bihar.gov.in</a>

**Disclaimer**

The information contained in this Tender or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of BSEDC or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this Tender and such other terms and conditions subject to which such information is provided.

This Tender is issued by BSEDC. This Tender is not an agreement and is neither an offer nor invitation by BSEDC to the prospective bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in the formulation of their Bid pursuant to this Tender. This Tender includes statements, which reflect various assumptions and assessments arrived at by BSEDC in relation to BSDC 2.0 project. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require.

This Tender may not be appropriate for all persons, and it is not possible for BSEDC, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender.

The assumptions, assessments, statements, and information contained in this Tender, may not be complete or adequate. 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 Tender and obtains independent advice from appropriate sources. Information provided in this Tender to the bidders is on a wide range of matters, some of which depends upon interpretation of law.

The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BSEDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. BSEDC its employees and advisers make no representation or warranty and shall have no liability to any



person including any Applicant under any law, statute, and rules or regulations or tort, 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 Tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this Selection Process.

BSEDC also accepts no liability of any nature whether resulting from negligence or otherwise however, caused arising from reliance of any bidder upon the statements contained in this Tender.

BSEDC 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 tender. The issue of this tender does not imply that BSEDC is bound to select a Bidder or bidders, as the case may be, for the selection of BSDC 2.0 solutions and BSEDC reserves the right to reject all or any of the proposals without assigning any reasons whatsoever. The Bidder shall bear all its costs associated with or relating 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 BSEDC or any other costs incurred in connection with or relating to its proposal.

All such costs and expenses will remain with the bidder and BSEDC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Bid proposal, regardless of the conduct or outcome of the Selection process.



## Acronyms:

List of acronyms that has been used in this document has mentioned here along with its full form/meaning.

S NO	Abbreviations	Description/ Definitions
1.	<b>BSEDC</b>	Bihar State Electronics Development Corporation Limited
2.	<b>BSDC 2.0</b>	Bihar State Data Center 2.0
3.	<b>BOM</b>	Bill of Material
4.	<b>BOQ</b>	Bill of Quantity
5.	<b>BTA</b>	Business Transaction Activity
6.	<b>CAPEX</b>	Capital Expenditure
7.	<b>Cr.</b>	Crores
8.	<b>CCTV</b>	Closed Circuit Television
9.	<b>DC</b>	Data Center
10.	<b>DG</b>	Diesel Generator
11.	<b>DOT</b>	Department of Telecom
12.	<b>DPR</b>	Detailed Project Report
13.	<b>EMS</b>	Enterprise Management System
14.	<b>FAT</b>	Final Acceptance Test
15.	<b>FTP</b>	File Transfer Protocol
16.	<b>G2B</b>	Government to Business
17.	<b>G2C</b>	Government to Citizens
18.	<b>G2G</b>	Government to Government
19.	<b>HLD</b>	High Level Design
20.	<b>HPC</b>	High Performance Computing
21.	<b>HVAC</b>	Heating, Ventilation, and Air Conditioning
22.	<b>HT</b>	High Tension
23.	<b>IP</b>	Internet Protocol
24.	<b>IPS</b>	Intrusion Prevention System
25.	<b>IBMS</b>	Integrated Building Management Systems
26.	<b>ISO</b>	International Organization for Standardization
27.	<b>ISP</b>	Internet Service Provider
28.	<b>IT</b>	Information Technology
29.	<b>IOT</b>	Internet over Things
30.	<b>ITSM</b>	IT Service Management



S NO	Abbreviations	Description/ Definitions
31.	<b>LAN</b>	Local Area Network
32.	<b>LT</b>	Low Tension
33.	<b>MeitY</b>	Ministry of Electronics and Information Technology
34.	<b>MPLS</b>	Multiprotocol Label Switching
35.	<b>NFPA</b>	National Fire Protection Agency
36.	<b>NGFW</b>	Next Generation Firewall
37.	<b>NMS</b>	Network Management Server
38.	<b>NOC</b>	Network Operations Center
39.	<b>O&amp;M</b>	Operations and Maintenance
40.	<b>OEM</b>	Original Equipment Manufacturer
41.	<b>OPEX</b>	Operational Expenditure
42.	<b>PAC</b>	Precision Air Conditioning
43.	<b>PAHU</b>	Precision Air Handling Unit
44.	<b>POE</b>	Power over Ethernet
45.	<b>POI</b>	Point of Interconnect
46.	<b>PDU</b>	Power Distribution Unit
47.	<b>PUE</b>	Power Usage Effectiveness
48.	<b>QOS</b>	Quality of Services
49.	<b>SAN</b>	Storage Area Network
50.	<b>SDC</b>	State Data Center
51.	<b>SDN</b>	Software Define Network
52.	<b>SIEM</b>	Security Information and Event Management
53.	<b>SWAN</b>	State Wide Area Network
54.	<b>STP</b>	Spanning Tree Protocol
55.	<b>TCP</b>	Transmission Control Protocol
56.	<b>TCV</b>	Total Contract Value
57.	<b>GoB</b>	Government Of Bihar
58.	<b>UPS</b>	Uninterrupted Power Supply
59.	<b>VRF</b>	Virtual Routing & Forwarding
60.	<b>VESDA</b>	Very Early Smoke Detection Apparatus
61.	<b>WAN</b>	Wide Area Network
62.	<b>WLD</b>	Water Leak Detection System





## Notice Inviting Tender



Bihar State Electronics Development Corporation Ltd.

(A Government of Bihar Undertaking)

Beltron Bhawan, Shastri Nagar, Patna-800023

Telephone No. 0612-2281857, 2281856 Fax No. 0612-2281857

Email: [zahid.lateef@bihar.gov.in](mailto:zahid.lateef@bihar.gov.in)

Tender/NIT No. BSEDC/3117/2025

Dated- 21.05.2025

### e-Tender Notice

e-Tenders are invited by Bihar State Electronics Development Corporation Ltd for “Selection of System Integrator for “Infrastructure Augmentation and support” of Bihar State Data Center 2.0 Phase II” from the Original Equipment Manufacturers (OEM) or their duly authorised Business partner (for participation in this tender). For further details the tender document with complete timeline is available on the website: [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in). Last date of bid submission is 18.06.2025 at 17:00 Hrs.

Sd/-

General Manager (Project)



## Table of Contents

Notice Inviting Tender.....	9
1. Invitation for Bids. ....	14
2. About BSEDC.....	15
3. About Bihar State Data Centre 2.0 .....	16
3.1. BSDC 2.0 High Level Design IT Architecture.....	18
3.2. High level ICT infrastructure architecture .....	18
4. Need for BSDC 2.0 augmentation: .....	19
4.1. The key drivers for BSDC 2.0 Phase II: .....	19
5. Instructions to Bidders .....	20
5.1. Definitions.....	20
5.2. General .....	23
5.3. Tendering Process.....	26
5.4. Documents Comprising the Bids.....	27
5.5. Pre-Bid Conference.....	29
5.6. Amendment of Bid Documents .....	30
5.7. Cost of Bidding.....	30
5.8. Cost of Bid Document .....	30
5.9. Bid Security i.e., Earnest Money Deposit (EMD) .....	30
5.10. Performance Bank Guarantee   PBG .....	31
5.11. Language.....	33
5.12. Modification and withdrawal of Bids.....	33
5.13. Bid Forms .....	33
5.14. Local Conditions.....	34
5.15. Contacting the Tenderer .....	34
5.16. Sub-contract: .....	34
5.17. Opening of Proposal .....	35
5.18. Clarification of Bids.....	35
5.19. Right of Selection/Rejection.....	35
5.20. Limitation & Exclusion.....	37
5.21. Signing of the Contract.....	38
5.22. Contacting the BSEDC, Patna .....	38



5.23.	Notice .....	38
5.24.	Warranty Services .....	39
6.	Pre –Qualification Criteria .....	40
7.	Technical Evaluation Criteria: .....	43
8.	Evaluation of Bids and Award of Contract. ....	45
9.	Rejection of Bids .....	47
10.	Performance Bank Guarantee: .....	48
11.	Commencement of Project: .....	48
12.	Pre bid query format:.....	48
13.	Scope or work.....	49
13.1.	Reporting: .....	52
13.2.	Documentation .....	53
14.	Roles and Responsibility .....	54
15.	List of Bill of material (BoM) & Bill of Quantity: .....	55
16.	Minimum Specification and Compliances .....	58
16.1.	Blade Server & Encloser .....	58
16.2.	Access SAN Switch .....	70
16.3.	Rack Server.....	71
16.4.	Storage .....	75
16.5.	Identity Manager.....	82
16.6.	Access switch – Type I .....	88
16.7.	Access Switch – Type 2 .....	94
16.8.	Tape library:.....	100
16.9.	D2D Backup Capacity Augmentation .....	102
16.10.	Paper Shredder .....	102
17.	Manpower Criteria .....	103
18.	Additional Procurement of existing Hardware, Software & Licences .....	103
19.	Timeline: .....	105
20.	Payment Terms: .....	107
21.	Service Level Agreement .....	107
21.1.	SLA Requirement .....	108
22.	General Conditions of Contract .....	111



22.1.	Termination and Effects of Termination .....	111
22.2.	Consequences of Termination.....	114
22.3.	Consequences of Breach and Penalties .....	115
22.4.	Statutory Compliances.....	116
22.5.	Indemnification .....	116
22.6.	Dispute Resolution and Arbitration.....	118
22.7.	Confidentiality .....	119
22.8.	Limitation of Liability and Risk Purchase.....	120
22.9.	Force Majeure .....	120
22.10.	Applicability of Liquidated Damages .....	122
22.11.	‘Event of Default’ by the Bidder .....	123
22.12.	Consequences of ‘Event of Default’ .....	124
22.13.	Fraud and Corrupt Practices .....	124
22.14.	Exit Management Plan.....	126
22.15.	Severability and Waiver .....	129
22.16.	Intellectual Property Rights .....	129
22.17.	Failure to agree with terms & conditions of the contract.....	131
22.18.	Audit, Access and Reporting .....	131
22.19.	Ownership of Deliverables .....	131
22.20.	Terms & Extension of the Project .....	132
22.21.	Governing Law & Jurisdiction.....	132
23	Proforma and Schedule .....	133
23.1	Proforma 1: Proposal Covering Letter .....	133
23.2	Proforma 2: Declaration of Acceptance of Terms & Conditions and SLA of RFP .....	135
23.3	Proforma 3: Pre-qualification Compliance Cover Letter .....	136
23.4	Proforma 4: Pre-qualification Compliance Checklist .....	137
23.5	Proforma 5: Technical Qualification Compliance Cover Letter.....	140
23.6	Proforma 6: Technical Qualification Compliance Checklist .....	141
23.7	Proforma 7: Signatory Authorization Certificate .....	143
23.8	Proforma 8: Format for furnishing Earnest Money Deposit (EMD) .....	144
23.9	Proforma-9: Format for Pre-Bid Query/Clarification Request.....	145
23.10	Proforma 10: Format for Undertaking on Restriction of Products from Land Border .....	146



23.11	Proforma 11: Format for Undertaking on Non-Blacklisted/debarred .....	147
23.12	Proforma 12: Format for OEM/Manufacturer Authorization Letter (MAF) .....	148
23.13	Proforma 13: Format for OEM/Manufacturer acceptance for Full Support.....	149
23.14	Proforma 14: Commercial Quote .....	151
23.15	Proforma 15: Format for Warrant Certificate.....	158
23.16	Proforma 16: Format for Total Annual Turnover & Net worth Detail.....	159
23.17	Proforma 17: Format for Turnover detail from IT/ITeS, System Integration activities .....	160
23.18	Proforma 18: Statement of Null Deviation from Requirement/Specifications .....	161
23.19	Proforma 19: Format for confirmation for Presence in Bihar .....	162
23.20	Proforma 20: Format for Company Profile of Bidder .....	163
23.21	Proforma 21: Format for Project Citations for Bidder .....	164
23.22	Proforma 22: Format to providing detail & CVs of Key Personnel .....	167
23.23	Proforma 23: Detail Timeline and Work Plan with proposed Manpower Strength.....	169
23.24	Proforma 24: Format for Unpriced Bill of Material .....	171
23.25	Proforma 25: Undertaking on Exit Management and Transition.....	172
23.26	Proforma 26: Financial Proposal Cover Letter .....	173
23.27	Proforma 27: Format for Performance Bank Guarantee (PBG) .....	175



## 1. Invitation for Bids.

Bihar State Electronics Development Corporation Limited (BSEDC), Patna invites offer/proposal from interested System Integrator for “Infrastructure Augmentation and support” of Bihar State Data Center 2.0 Phase II, herein after known as “BSDC 2.0 Phase II” at Patna”. The RFP is issued by BSEDC, under Department of Information Technology, Government of Bihar (GoB), for Selection of System Integrator for “Design, Build, commission and O&M of Bihar State Data Center 2.0 Phase II for BSEDC-Patna. This RFP document is being published on web Portal “<https://www.eproc2.bihar.gov.in>”.

Overall, Scope and objective of this RFP is to select a System Integrator for “Infrastructure Augmentation and O&M” of Bihar State Data Center 2.0 Phase II for BSEDC-Patna as per defined scope. It includes the supply of IT equipment, Installation and commissioning, Integration with the existing SDC 2.0 scope, and support of the Project for a period of three (3) years from the date of Go-Live.

The bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

The Bid document may be purchase by any interested Bidder on submission of a written application along with the Bid document fee of Rs. 10,000/- (non-refundable payable online through E-Procurement) online during office hours on any working day. The complete bid document has also been published on the website <<https://www.eproc2.bihar.gov.in>> for downloading. The downloaded bid document shall also be considered valid for participation in the bid process but such bid documents should be submitted along with the required Bid document fee as mentioned

Please visit web site “[www.eproc2.bihar.gov.in](https://www.eproc2.bihar.gov.in)” for complete detail.

It will be in the interest of the bidders to familiarize themselves with the e Procurement system to ensure smooth preparation and submission of the tender documents.



The Bidders are advised to submit the Bids well in advance of the deadline as BELTRON/GoB will not be liable or responsible for non-submission of the bids because of any technical glitches or any problems in connectivity services used by the Bidder.

## 2. About BSEDC.

Bihar State Electronics Development Corporation Ltd. (BSEDC) alias BELTRON is the nodal agency of the Bihar state working towards promotion & implementation of IT and e-Governance. It is the single-point of access to any IT business opportunity in Bihar and encourages various players in the field of IT to come forward and invest in the state of Bihar.

Bihar State Electronics Development Corporation Ltd. (BSEDC Ltd. Or BELTRON), is a Govt. of Bihar undertaking engaged in businesses related to Electronics, Computer goods and IT services. The corporation caters to the technological needs of the government and carries out IT project conceptualization and implementation for the State Government Departments and agencies.

BSEDC is committed to generate IT business for the public/private sector with a mandate from the Government to develop IT in the state. This includes opportunities for software development, supply of hardware & peripherals, networking and connectivity, web applications, e-commerce, IT training and an entire gamut of direct and indirect IT businesses.

Bihar State Electronics Development Corporation Ltd. (BSEDC Ltd.) is a Govt. of Bihar undertaking engaged in businesses related to Electronics, Computer goods and IT services. The corporation caters to the technological needs of the government and carries out IT project conceptualization and implementation for the State Government Departments and agencies.

BSEDC believes that an opportunity for delivering solutions and IT services is beyond the routine delivery of IT services and solutions, understand vision, mission of the organization, assess the



needs of the stakeholders, work towards measurable objectives and deliver value to the beneficiaries by delivering superior value through its services and solutions.

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- To Provide Excellent Electronic, IT Goods, IT Services to the Government of Bihar.
- To create a robust IT eco-system for enhancing competitiveness and productivity of the key economic sectors affecting the lives of the majority of the population of the State.
- To disseminate IT and ITeS activities across the state so that rural population is equally benefited.
- To provide seamless and reliable citizen-centric services and information for the public, thereby enhancing efficiency, transparency and accountability of Government.
- To help its customers adapt themselves to the modern management techniques.
- To significantly enhance the availability of skilled manpower in the Government sector.

### 3. About Bihar State Data Centre 2.0

Bihar State Data Centre 2.0 (BSDC 2.0) is providing a complete, latest, trusted and secured IT infrastructure service to the government of the state across all departments that find themselves struggling with the expertise required to incorporate the latest technologies into to their IT planning and building modern IT infrastructure strategies that comply with their rigorous regulatory demands.

BSEDC has implemented cloud solution in Bihar State Data Center 2.0 known as BSDC2.0 for better and optimal utilization of the compute infrastructure and utilizing the same infrastructure amongst multiple applications, adoption of Cloud technology components in SDC. This technology has provided consolidation of IT resources resulting in power savings which will be a significant step towards adopting green technologies.





BSDC 2.0 is providing access to highly available and high-performance compute available for application hosting, testing and staging facility by implementing a state-of-art infrastructure. It is being implemented to provide centralized delivery of services to reach the people in the state of Bihar. BSDC 2.0 is a trusted digital transformation platform and providing required services through which information can be shared securely with all concerned and supporting e-Governance initiatives of the state. Building for BSDC2.0 is built as G+4 floor with approx. 7002 sq ft. floor area.

BSDC 2.0 as a green-field project, it has several advantages of greenfield deployment, including the following:

- **Purpose-built:** BSEDC has thoughtfully evaluated the scope and requirements to meet all the needs of the project to build custom solutions that can be purposefully housed in an exclusive built building.
- **Future-proof.** All modern and state-of-art technology has been used for greater compatibility.
- **Lower maintenance.** BSDC2.0 project designs have used standards-based approaches that cut down on maintenance needs, require less institutional knowledge and enable greater flexibility.
- **High availability.** It has the ability to withstand all planned and non-planned outage.
- **Quick Scalability.** It has the ability to scale-up to new requirement quickly and confidently without impacting the normal Data Centre operation.
- **Highly Secured.** All physical, electronic and system controlled automated digital security has been provisioned for ultimate security of centralized repository.

**BSDC 2.0 has taken below mentioned statutory / legal approval:**

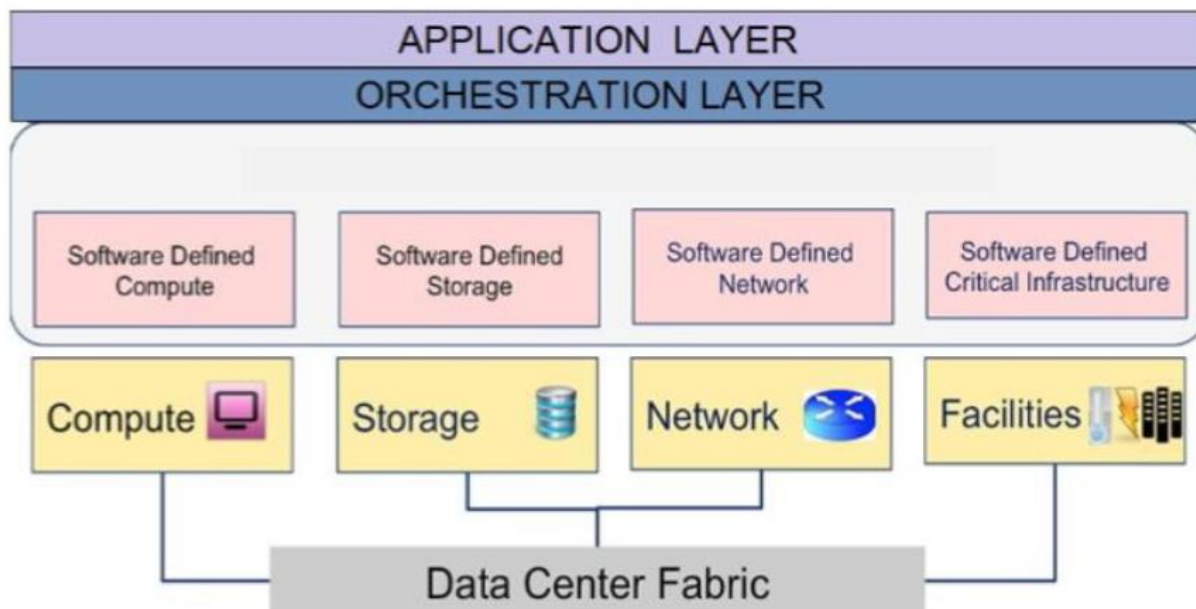
- Approval from Patna Municipal Corporation for design
- Approval from Patna Municipal Corporation for construction completion
- Approvals from Fire Department
- Approval from Electricity Department for 33 KV HST connection.
- NOC from Airport Authority of India (AAI) for building height.
- NOC from Pollution Control Board for DG noise emission.
- NOC from Chief Controller of Explosives for HSD storage.

**BSDC 2.0 has achieved below mentioned certification:**

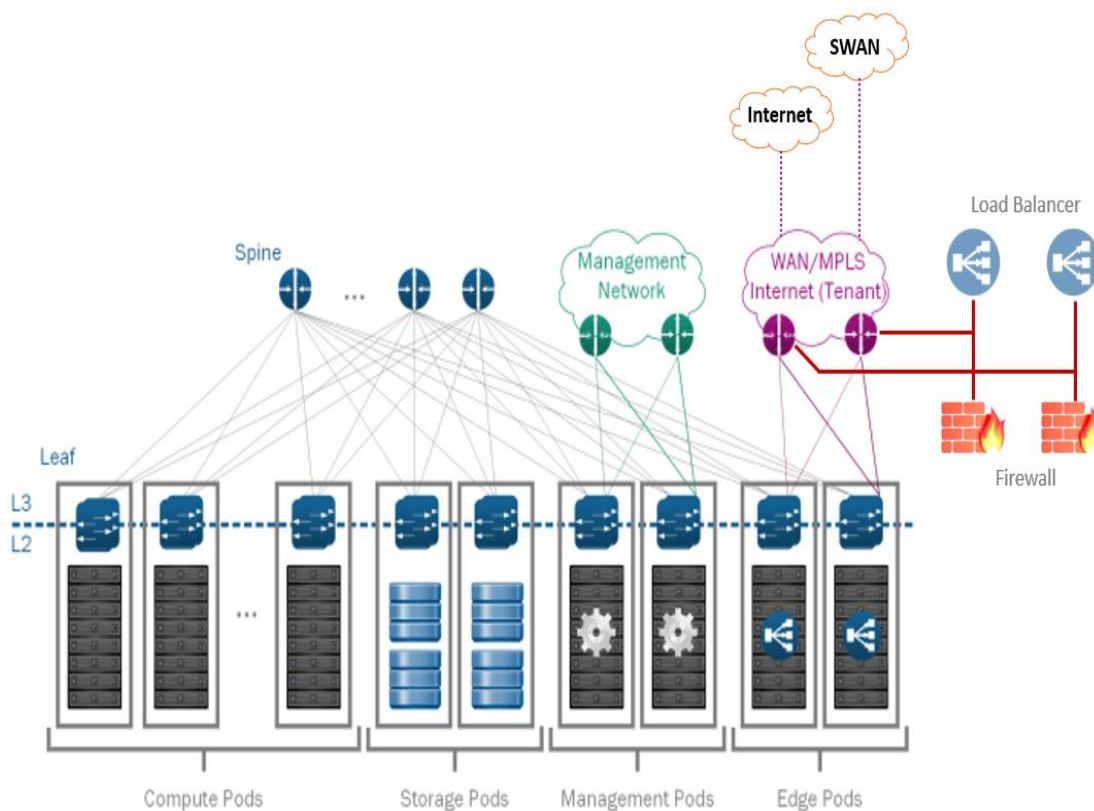
- Tier certification for Design documents from UPTIME Institute
- Tier certification for constructed facility from UPTIME Institute
- Tier Certification for operational Sustainability from UPTIME Institute



### 3.1. BSDC 2.0 High Level Design IT Architecture



### 3.2. High level ICT infrastructure architecture





#### 4. Need for BSDC 2.0 augmentation:

Currently more than 400 applications of various departments of GoB are hosted at Bihar State Data Centre 2.0. In order to cater these applications, currently more than 1200 virtual machines (VMs) are running. COMPUE (CORE, RAM & Storage) of BSDC 2.0 is being utilised more than 90% and this is impacting the performance of devices which finally result in slowness and lagging of hosted applications.

Department of IT & BSEDC have received many requests regarding hosting of applications. Total compute required to host these applications are more than the available compute (CORE, RAM & Storage) of BSDC 2.0.

Considering the number of current applications hosted and future planning, there is need to augment the current compute (CORE, RAM & Storage) of BSDC 2.0. BSEDC is planning to augment the current CORE of BSDC 2.0 with additional server, storage, N/w equipment, Backup storage & required licences. The State Government of Bihar, through BSEDC, intends to augment existing cloud/Physical infrastructure to fulfil the requirement of the specific infrastructure with requisite licenses for many upcoming projects. Required Infrastructure that has been listed down for procurement is based on the physical observation of existing infrastructure and the urgent requirement of many projects which are ready to host or under pipeline. Logical functionality of procured infrastructure needs to be verified and their compatibility in the existing solution need to be verified. This augmentation will help BSEDC in catering the current requirement as well upcoming hosting requirements for almost three (3) years.

##### 4.1. The key drivers for BSDC 2.0 Phase II:

- a) Data Growth: As the volume of data continues to increase exponentially, there is a need to augment data center infrastructure to handle storage, processing, and networking requirements.
- b) Increasing Workload: As businesses grow, the workload for IT infrastructure increases. If the existing infrastructure does not have the capacity to handle this increased load, it can lead to inefficiencies and potential system failures.



- c) Scalability: Requirement is growing rapidly and require an IT infrastructure that can be scaled up quickly and easily.
- d) Enhanced Performance and Productivity: Upgraded IT infrastructure will boost the performance of applications and databases, making operations more efficient which increases productivity.
- e) Improving Customer Experience: An enhanced IT infrastructure ensures seamless user experience which can help in maintaining and increasing the customer/user base.
- f) Security and Compliance: With increasing cyber threats and regulatory requirements, data centres must invest in secure infrastructure to protect data and ensure compliance with laws and standards.
- g) Network Upgrades: To support higher bandwidth and lower latency, networks within data centres need to be upgraded to technologies like 5G, Wi-Fi 6, and beyond.
- h) Hybrid IT Environments: Supporting a mix of on-premises, colocation, and cloud environments requires a versatile and integrated infrastructure.
- i) Regulatory Changes: New regulations may require changes to data storage and processing, which can drive infrastructure augmentation.
- j) Technological Advancements: Keeping up with the latest technology trends, such as NVMe storage, 5G networking, and quantum computing, can be a driver for infrastructure upgrades.

## 5. Instructions to Bidders

### 5.1. Definitions

In this document, the following terms shall have following respective meanings:

- a) “Acceptance Test Document” means a mutually agreed document, which defines procedures for testing the DC against requirements laid down in the Agreement.
- b) “Agreement” means the Agreement to be signed between the successful bidder and BSEDC including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.



- c) “Authorised Representative” shall mean any person authorised by either of the parties.
- d) “BSEDC or BELTRON” means Bihar State Electronics Development Corporation Ltd, State level agency nominated by Government of Bihar as implementation agency for DC.
- e) “Bidder” means any firm offering the solution (s), services(s) and /or materials required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder or operator or service provider, and when used after award of the Contract shall mean the successful Bidder or operator or service provider, and when used after award of the contract shall mean the successful Bidder or operator or service provider with whom BSEDC signs the agreement for rendering of services.
- f) “Contract” is used synonymously with Agreement.
- g) “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value or influence the action of an official in the process of Contract execution.
- h) “DC” means Bihar State Data Center located at Beltron Bhawan, Bailey Road, Patna.
- i) “DCO” means Data Center Operator.
- j) “Default Notice” shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
- k) “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the BSEDC of the benefits of free and open competition.
- l) FMS means Technology facility Management Services to be provided by the bidder at specified locations as per the RFP requirements.
- m) “GoB” means Government of Bihar.
- n) “Good Industry Practice” shall mean the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and



experienced Bidder engaged in the same type of undertaking under the same or similar circumstances.

- o) “Law” shall mean any Act, notification, by law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and /or the Government of Bihar or any other Government or regulatory authority or political subdivision of government agency.
- p) “LOI” means issuing of letter of Intent, which shall constitute the intention of the Tenderer to place the work order with the successful bidder.
- q) “Maintenance period” shall mean the period from the date of signing of the Agreement and up to its expiry.
- r) “Party” means BSEDC or Bidder, individually and “Parties” mean BSEDC and Bidder, collectively.
- s) “Period of Agreement” means 3 years from the date of acceptance of the DC and FMS.
- t) “Proposal” means the technical proposal and the Commercial Proposal.
- u) “Request for Proposal (RFP)”, means the detailed notification seeking a set of solution (s), services (s), materials and/ or any combination of them.
- v) “Requirements” shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the RFP.
- w) “Site” shall mean the location(s) for which the contract has been issued and where the services shall be provided as per agreement.
- x) “SLA” means Service Level Agreement entered between DC and the bidder for provision of services as per this RFP.
- y) “Service” means provision of Contracted service viz., operation, maintenance and associated services for DC as per this RFP.



- z) “Service Down Time” (SDT) means the time period when specified services/network segments with specified technical and operational requirements as mentioned in this document are not available to Bihar Govt. The network shall be operational on all days of a year and 24-hours/ day with in the uptime specified in the Service Level Agreement (SLA). The DC is considered as operational when all facilities at Data Center are working, providing all/ specified services as mentioned in full capacity.
- aa) “Third Party Agency” means consultant, appointed by BSEDC for monitoring the DC during commissioning and operation.
- bb) “Termination Notice” means the written notice of termination of the Agreement issued by one party to other in terms hereof.
- cc) “Uptime” means the time period when specified services/network segments with specified technical and service standards as mentioned in this RFP are available to BSEDC. The uptime will be calculated as follows: Total time in a quarter (in minutes) less total service Down time (in minutes) in the quarter.
- dd) “%Uptime” means ratio of ‘uptime’ (in minutes) in a quarter to Total time in the quarter (in minutes) multiplied by 100.
- ee) “Warranty Services” means service rendered by the OEM vendor for the Scope of the RFP.

## 5.2. General

- a) The Bidder is expected to examine all instructions, statements, terms, and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid. BSEDC has made considerable effort to ensure that accurate information is provided in this RFP and the information is given solely to act as guidelines for Bidders.
- b) Furthermore, during the RFP process, BSEDC has disclosed, or will disclose in the RFP and corrigendum/ addenda, available information relevant to the Scope of Work to the extent, detail, and accuracy allowed by prevailing circumstances. Nothing in this RFP or any



addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any addenda.

- c) If deemed necessary, BSEDC may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The Bidder may be asked to give a presentation of clarification of the bid submitted by him.
- d) The commercial offer shall be made in Indian currency and shall be inclusive of GST, Cess whichever is applicable.
- e) The successful Bidder must furnish a price breakup i.e., basic price and applicable taxes in the invoices submitted by them. The invoices without price breakup will not be processed for payment.
- f) The Bidder should not, under any circumstances, request an increase in the prices once such prices are approved by BSEDC.
- g) It will be the responsibility of the Bidder to take care of all formalities, if any, necessary as per rules/ tax laws/ regulations/ orders of any government/ regulatory authority in force, transportation, insurance, services, etc. without any additional cost to BSEDC.
- h) BSEDC will not be responsible for non-receipt of bids/ quotations within the specified date and time due to any reason including postal delays or holidays etc.
- i) The Bids received beyond the date and the time mentioned in the activity schedule will be
- j) termed as “Late” and will not be accepted.
- k) The Bidders should submit their bid(s) along with the Bank Guarantee towards the EMD.
- l) Any alterations, erasures, overwriting, blanking-out, figures discrepancies, etc. may invalidate the bid.
- m) If any deviations are observed during technical evaluation, BSEDC may decide to accept them at its discretion, which will apply to all Bidders, before the opening of the Commercial Bids, and the decision of BSEDC in this matter will be final.
- n) After evaluation of Technical Bids, BSEDC shall shortlist Bidders whose Technical Bids conform to the technical requirements under this RFP. Of such short-listed Bidders, only





the technically qualified Bidders will be intimated by email/ letter about the date and time of opening of their Commercial Bid.

- o) No activities will be carried out from the vendor’s location without written and prior permission from BSEDC.
- p) All activities are to be performed In BSDC 2.0. For the conduct of activities, the successful Bidder will have to deploy resources to be available in BSDC 2.0.
- q) Successful Bidder and its representatives will ensure utmost care for the protection of data/ information/ assets etc. of BSDC 2.0 and BSEDC.
- r) BSEDC reserves the right to verify any or all the statements made by the Bidder in the tender document and to inspect the Bidder’s facility, if necessary, to establish to its satisfaction the Bidder’s capacity/ capabilities to perform the job
- s) The Bidder may propose “Make in India” products and solutions in their bid; however, the products/solutions should comply with the required guidelines and standards. They should also meet the criteria and minimum requirements mentioned in the RFP document.
- t) Technical presentation should be submitted with the technical proposal and must be presented to the committee as per the schedule; a softcopy of the presentation should also be shared by the Bidder with BSEDC. The technical presentation should at least contain the following contents:
  - a. Experiences in a similar line of services for SDC.
  - b. Approach and Methodology for the implementation and O&M of SDC 2.0 Phase II.
  - c. Resources proposed for deployment during implementation and O&M.
  - d. Brief demonstration of the integration of BoM with current infrastructure of SDC 2.0.
  - e. Any other value addition for the proposed solution of SDC 2.0
- u) Technical interviews may be taken for the manpower proposed by the Bidder for the operations and maintenance phase of the project. The interview would be limited to the BSDC 2.0 Phase II implementation, Installation and commissioning, Integration with the device, and Integration with other devices as per the requirement, Security, and administration. The date and time of the interview will be intimated by BSEDC to the Bidder if required.



### 5.3. Tendering Process

#### e-Procurement PROCESS related instructions.

##### Submission of Proposals (Through electronic mode only)

1. The bidder shall submit his bid/tender on e-Procurement platform at [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in).
2. The bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website before participating in the e-tendering process. The bidder may use their DSC if they already have the DSC. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves on e-procurement website [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
3. The bidders shall submit their eligibility and qualification details, technical bid, financial bid etc., in the online standard formats given in e-Procurement web site at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents in the e-Procurement web site. The bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
4. All the required documents should be attached at the proper place as mentioned in the e-forms otherwise the tender of the bidder will be rejected.
5. Tender Processing Fee (TPF) to be paid through e-Payment mode (i.e., NEFT / RTGS, Net Banking, Credit / Debit Card) only.
6. Cost of BOQ/ Form Fee to be paid through e-Payment mode (i.e., NEFT / RTGS, Net Banking, Credit / Debit Card) only.



7. “Earnest Money Deposit (EMD) can be paid either through online mode or manual mode (BG, DD etc). In case of manual mode of payment of EMD, the original hardcopy of the EMD which may be a DD/NSC/KVP/BG or any other instrument that should be submitted in the tendering authority office within the next working day after tender closing date.”

*Note: "Bids along with necessary online payments must be submitted through eProcurement portal [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) before the date and time specified in the NIT/RFP. The department/Tendering Authority doesn't take any responsibility for the delay / Non submission of Tender / Non-Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic / Holidays or any other reason."*

8. The tender opening will be done online only.
9. Any corrigendum or date extension notice will be given on the e-Procurement website only.
10. For support related to e-tendering process, bidders may contact at following address “eProc 2.0 Help Desk Address: mjunction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Toll Free No. - 1800 572 6571, email ID-[eproc2support@bihar.gov.in](mailto:eproc2support@bihar.gov.in)” or may visit the link “Contact Us” at [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in).

#### 5.4. Documents Comprising the Bids

The bid prepared by the bidder shall comprise of the minimum components, as per below list:

- i. General (Pre-Qualification Criteria) cum Technical Bid (Technical Scoring)** - The General cum Technical Bid shall comprise of the following:
1. Proof of submission of Tender Cost for the tender document
  2. Proof of submission of Tender Processing Fee
  3. Proforma-1: Proposal Cover Letter
  4. Proforma-2: Declaration of Acceptance to Term & Condition and SLA of RFP
  5. Proforma-3: Pre-Qualification Compliance Cover Letter (Company Letter head)



6. Proforma-4: Pre-Qualification Compliance Checklist (Company Letter head)
7. Pre-Qualification Document: Pre-Qualification Document comprising all the documentary proof against Pre-qualification criteria with actual page range detail for each criteria (with Proper Indexing)
8. Certification of Incorporation
9. Certificate of Commencement
10. PAN Card
11. GST Registration detail
12. Certificate for consequent change of name (if applicable)
13. Valid supportive document having proof of at least 5 years of operation in India
14. Proforma-5: Technical Qualification Compliance Cover Letter (Company Letter head)
15. Proforma-6: Technical Compliance Checklist (Company Letter head)
16. Technical-Qualification Document: Technical Qualification Document comprising all the documentary proof against Technical-Qualification criteria and scoring (As per self-assessment) with actual page range detail for each criteria (Proper Indexing)
17. Proforma-7: Authorization Certificate (on Non-judicial stamp paper of INR 100/-)
18. Performa -8: EMD in the form of Refundable & Irrevocable Bank Guarantee with a validity of minimum 180 days
19. Proforma-9: Format for Pre-Bid Query/Clarification Request
20. Proforma-10: Format for Undertaking on Restriction of Products from Land Border
21. Proforma-11: Format for Undertaking on Non-Blacklisted (on Non-Judicial stamp paper of minimum INR 100/-)
22. Proforma-12: Format for OEM/Manufacturer Authorization (MAF) Letter
23. Proforma-13: Format for OEM/Manufacturer acceptance for Support
24. Proforma-14: Commercial Quote
25. Proforma-15: Format for Warranty Certificate
26. Proforma-16: Format for Total Annual Turnover and Net worth Detail
27. Proforma 17: Format for Turnover detail from IT/ITeS, System Integration activities



28. Proforma 18: Statement of Null Deviation from Requirement/Specifications
  29. Proforma 19: Format for confirmation for Presence in Bihar
  30. Proforma-20: Format for Company Profile of Bidder
  31. Proforma-21: Format for Project Citation for Bidder
  32. Proforma-22: Format to providing detail & CVs of Key Personnel
  33. Proforma-23: Detail Timeline and Work Plan with proposed Manpower Strength
  34. Proforma-24: Format for Unpriced Bill of Material
  35. Proforma-25: Undertaking on Exit Management and Transition
  36. Proforma-26: Financial Proposal Cover Letter (Company Letter head)
  37. Proforma 27: Format for Performance Bank Guarantee (PBG)
  38. Proforma 30: Undertaking Regarding Cost-Related Commitments
  39. Technical Proposal: Technical Proposal comprising Approach, Methodology and Solution Proposed with Work Plan and Staffing Schedule
- ii. **Financial Bid** -The Financial Bid proposal shall comprise of the following:
1. Financial Bid: Submitted online in given format filled with complete cost detail.

#### 5.5. Pre-Bid Conference

- i. Tenderer shall hold a pre-bid conference (PBC) after the sale of the RFP document as per schedule mentioned in this RFP. In this PBC, Tenderer would address the clarifications sought by the bidders with regard to the RFP document and the project. The bidders would be required to submit their queries to the Managing Director, Bihar State Electronics Development Corporation Limited in writing to be received at least 1 (one) day prior to the PBC. Queries not submitted within this deadline may not be taken up at the PBC. Queries submitted after PBC may not be considered. Queries should be submitted in the enclosed format (Template provided with this RFP)



- ii. Tenderer will entertain queries of, and clarifications sought by only those bidders who have purchased this RFP document. Bidders that have purchased the RFP document are welcome to attend the PBC, even if they do not have any specific queries.
- iii. Tenderer reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do not find any merit in it.

#### 5.6. Amendment of Bid Documents

The amendments in any of the terms and conditions of this RFP document will be notified by publish through website to all prospective bidders who have purchased the tender documents and will be binding on them.

#### 5.7. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Proposal, including the cost of presentation for the purposes of clarification of the bids if so desired by the BSEDC. The BSEDC will in no case be responsible or liable for those costs, regardless of the conduct of outcome of the bid process.

#### 5.8. Cost of Bid Document

The cost of Bid document is Rs.10,000.00 (Ten Thousand only), the document can be purchased only online on [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in). But for attending the Prebid conference the bidders have to purchase the document.

#### 5.9. Bid Security i.e., Earnest Money Deposit (EMD)

- i) The Bidder shall furnish, as part of its bid, an **Earnest Money Deposit (EMD)** of the amount mentioned in the invitation for bid section i.e. INR 2,00,00,000.00 (Rupees Two Crore Only)
- ii) The EMD is required to protect the purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **Scope of Work** of this RFP.
- iii) The EMD must be submitted as Bank Guarantee of any Scheduled Commercial Bank



/ Nationalized Bank drawn in favour of “The MD, BSEDC” payable at Patna

- iv) Unsuccessful bidder’s bid security shall be discharged or returned within sixty (60) days after the MSA signing of the successful bidder. The successful Bidder’s EMD shall be discharged upon the bidder executing the Contract, pursuant to the Clause Award of Contract and the Clause furnishing the Bank Guarantee, pursuant in the form of Performance Bank Guarantee
- v) No interest shall be paid by the Purchaser on the EMD.

The EMD submitted by the bidder will be liable to forfeiture in any of the following cases:

1. a) If the Bidder withdraws its bid during the period of bid validity specified in the Bid; or  
b) If the Bidder would submit a non-responsive bid or not respond for the query/clarification asked during the evaluation period
2. If the bidder has submitted any false, incorrect, or misleading information/ documents/invalid MAF during the bid submission then BSEDC may reject their bid and terminate/blacklist/debar the bidder for a notified period and forfeiture of the EMD submitted by the bidder.
3. If the bidder breaches any provision of code of confidentiality & integrity prescribed for bidder under the RFP terms
4. In case of a successful bidder, if the Bidder fails;
  - i. to execute or sign the Contract/Agreement, after issuance of Award of Contract of this project.
  - ii. to deposit the Performance Bank Guarantees for Contract Performance in accordance with the Performance Bank Guarantee section under this RFP

**Note:** The decision of the BSEDC regarding forfeiture of the EMD shall be final and binding on the bidder.

#### 5.10. Performance Bank Guarantee | PBG

After finalization of the evaluation process, the selected Bidder should submit the unconditional and irrevocable Performance Bank Guarantee (from a scheduled/ nationalized public sector bank), within the stipulated timeline as per the prescribed format mentioned in the RFP. If the requisite PBG will not submit within the timeline, then the contract will



deem to be cancelled.

Successful bidder must submit the PBG @10% of the total contract value for complete project period as per the prescribed format mentioned in this document with the validity of minimum 48 months to BSEDC.

The PBG should be valid for a period to cover the contract tenure and additional 12 months after the date of expiry of the contract. In case of an extension of the contract by BSEDC, the Bidder should submit a fresh PBG as per the value of extension or extend the validity period of the submitted PBG to cover the extended validity period of the contract. This should happen well before one month earlier of existing PBG expiry unless otherwise intimated by BSEDC.

The PBG may be invoked for the entire amount if the vendor backs out of his obligations as per the contract or if the fresh PBG is not received by BSEDC one month before the expiry of the existing PBG; apart from other actions that may be decided by BSEDC.

The PBG will be invoked in full or part (to be decided by BSEDC) if the Bidder fails to honor expected deliverables or part as per this RFP after issuance of LOI/PO/CR during the period of the contract.

The format for submitting the Performance Bank Guarantee is attached herewith under Performa-27.

**Bid validity** -All bids should remain valid for a period of 180 days (i.e. 6 months) from the bid submission date and BSEDC reserves the right to reject a bid valid shorter than 6 months considering as non-responsive without any correspondence.

In special circumstances, BSEDC may solicit extension of the period of validity from a bidder. The request and the response thereto shall be made in writing. Extension of validity period by the bidder shall be unconditional. The EMD provided shall also be sufficiently extended. Bidder granting extension of validity will not be permitted to modify its technical or financial bid.





### 5.11. Language

The proposal will be prepared by the Bidder in English language only. All the documents relating to the Proposal (including brochures) supplied by the Bidder should also be in English, and the correspondence between the bidder & BSEDC shall be in English language only. The correspondence by Fax/ E-mail must be subsequently confirmed by a duly signed copy (unless already signed digitally).

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

All the amount (word & Figure) in any document should be presented in INR (Indian Rupee), if any document having some value/amount in other than INR than the bidder need to submit the translation of the same document converting all the amount/value/figure in INR, which must be signed by authorized signatory/CA/ Statutory Auditor or equivalent

### 5.12. Modification and withdrawal of Bids

- The Bidder is allowed to modify or withdraw its submitted bid any time prior to the last date prescribed for receipt of bids, by logon to system which allows multiple submission of bids till the bid closure time.
- Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.
- The Bidders cannot withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid. Such withdrawal may result in the forfeiture of its EMD from the Bidder.

### 5.13. Bid Forms

Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form (including file name and type) to provide relevant information.



#### 5.14. Local Conditions

- a. Each Bidder is expected to fully get acquainted with the local conditions and factors, which would have any effect on the performance of the contract and /or the cost.
- b. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of Letter of Award as described in the bidding documents. The tenderer shall not entertain any request for clarification from the Bidder regarding such local condition.
- c. It is the Bidder's responsibility that such factors have properly been investigated and considered while submitting the bid proposals and no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Tenderer. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Tenderer on account of failure of the Bidder to know the local laws / conditions.
- d. The Bidder is expected to visit and examine the location of State offices and its surroundings and obtain all information that may be necessary for preparing the bid at their own interest and cost.

#### 5.15. Contacting the Tenderer

- a. Any effort by a Bidder influencing the Tenderer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.
- b. Bidder shall not approach Bihar officers after office hours and/or outside Bihar office premises, from the time of the bid opening till the time the Contract is awarded.

#### 5.16. Sub-contract:

The successful Bidder shall provide all the Services through its own company and no subcontracting is allowed without prior written approval of BSEDC. If the bidder is subcontracting the work without prior written approval from BSEDC the bid may be terminated.



### 5.17. Opening of Proposal

First, General Cum Technical bid will be opened and if found that the bidder meets the eligibility criteria and has furnished all the documents including bid security and tender document fee etc. in the prescribed manner, then the commercial bids will be opened. The time for opening the commercial bid will be at the sole discretion of evaluation committee. The commercial bid would be opened in presence of the Evaluation Committee or its authorized representative. Sequence of opening shall be as follows:

- General cum Technical Bid
- Commercial Bids of qualified bidders of General cum Technical bid

### 5.18. Clarification of Bids

During evaluation of bids, tendering authority may at its discretion, asks the bidder for clarification of its bid. The request for clarification and response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

### 5.19. Right of Selection/Rejection

Waiver of Informalities or Irregularities BSEDC reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the Department. Selection of a vendor solution shall not be construed as an award of contract, but as a commencement of contract negotiation, including but not limited to the contract price proposed.

Besides other conditions and terms highlighted in the Tender Document, bids may be rejected under following circumstances:

#### **a) General rejection criteria**

- Bids submitted to BSEDC by any means other than the e-Procurement Portal <https://eproc2.bihar.gov.in/> which is mentioned in the RFP for bid submission;



- Bids not accompanied by the requisite EMD and proof of tender purchase document;
- Bids not conforming to the requirements and terms & conditions mentioned in this RFP document;
- If the bid is incomplete or evasive or contains incorrect/ inaccurate/ misleading information permits a thorough analysis in BSEDC estimation;
- If the bid document is not duly signed/ digitally signed by the authorized person;
- The Bids with material deviations or conditions unacceptable to BSEDC;
- If the bidder not responding to queries or documents sought by BSEDC within the stipulated timeline;
- If the information provided by the bidder is found to be incorrect / misleading / fraudulent at any stage/ time during the tendering process;
- Any effort on the part of a bidder to influence the bid evaluation, bid comparison or contract award decisions;
- Bids without signature of person (s) duly authorized on required pages of the bid; v Bids without power of attorney/ board resolution.

**b) Pre-Qualification rejection criteria**

- Bidders not complying with the Eligibility Criteria and submit the tender;
- Failure to furnish all information required as per the Tender Document or submission of a bid not substantially responsive or clarification sought by BSEDC is not adequately addressed and complied by the bidder

**c) Technical rejection criteria**

- Technical Bid containing commercial details;
- Revelation of Prices in any form or by any reason before opening the Commercial Bid;
- Failure to furnish all information required as per the tender document or



submission of a bid not substantially responsive to the tender document in every respect;

- Bidders not quoting for the complete scope of work as indicated in the tender Documents, corrigendum (if any) and any subsequent information given to the bidder;
- Bidders not complying with the technical and general terms and conditions as stated in the tender documents;
- The bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the scope of work and Service Level Agreements of this tender;
- Each bidder should offer/ quote single make and models against each item. Bidder quoting multiple make and models in their technical bid will lead to rejection.

**d) Commercial Rejection Criteria**

- Incomplete commercial Bid;
- Commercial Bids that do not match with the tender’s price bid format;
- If there is an arithmetic discrepancy in the commercial bid calculations the BSEDC may consider rectifying the same. If the bidder does not accept the rectification, then their bid may be rejected.

**5.20. Limitation & Exclusion**

Subject to any law to the contrary, and the maximum extent permitted by law, BSEDC, and its employees, contractors, agents, and advisors disclaim all liability from any loss or damage suffered by any person acting or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, default, lack of care or misrepresentation on the part of BSEDC or any of its officers, employees, contractors, agents or advisors.



### 5.21. Signing of the Contract

- BSEDC will issue the LOI (Letter of Intent) incorporating the project detail and total cost of the project, to the successful Bidder.
- Within 7 days of receipt of the LOI, the successful Bidder shall submit their acceptance on the LOI to BSEDC.
- The successful bidder need to sign the contract within five weeks from the date of issuance of LOI.
- The final contract will be called as the Master Service Agreement (MSA). The MSA will be the permanent reference document for all subsequent modifications. Modifications to the MSA will be mutually agreed upon and will be accommodated in the form of addendum/ schedules to the MSA.
- The Contract will be based on this RFP, clarifications & modifications (if any) to the RFP, and the Bidder's valid response to RFP.
- The Contract will include all the terms and condition for the Supply, Installation and O&M of the project.

### 5.22. Contacting the BSEDC, Patna

- a) Bidder shall not do Any effort to influence the proposal evaluation, proposal comparison or contract award decisions.
- b) Bidder shall not approach BSEDC officers outside the Beltron office premises, from the time of the proposal opening till the Contract award time.

### 5.23. Notice

Any queries or other documents, which may be given by either party under this agreement or under the SLA, shall be given in writing in person or by pre-paid recorded delivery post or by facsimile transmission or through email to the notified address.

In relation to a notice given under this agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

- (i) To BSEDC:



Attention: [Managing Director]  
Bihar State Electronics Development Corporation  
Beltron Bhawan,  
Shastri Nagar, Patna Phone:(0612)-228 1242

(ii) To

[Name and Address of Successful Bidder]

Any notice shall be deemed to have been delivered to the other Party, when delivered between the hours of 10.00 am to 6.00 pm on a working day at the address of the other party (if delivered in person) or if sent by fax, provided the copy of the fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered after 6.00 PM, and 7 days from the date of posting (if delivered by post).

Notice can also be given through an email address furnished by the Service provider. The time of the sent message in the outbox of the sender will be considered to be time of delivery of the message.

Either party to this agreement or to the SLA may change its address, telephone number, facsimile number and nominated email for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

#### 5.24. Warranty Services

Bidders have to quote for warranty maintenance of all the equipment's / hardware / software as per the enclosed format. The successful bidder has to provide all the warranty services for 3 years from the date of acceptance of installation & commissioning and will be a single point of contact for all the AMC part of the scope of this RFP. Bidder proposal must be covered all the equipment; else it will be treated as non-responsive.



Bidders must quote the device which should not have end of life/ end of support of 7 years from the date of bidding.

## 6. Pre –Qualification Criteria

The bidder should have mandatory pre-qualification as per the following table. The proposal of the bidder who is fulfilling the mandatory pre-qualification criteria shall be consider for technical evaluation. The proposal will be rejected if any bidder does not fulfil any pre-qualification criteria.

A bidder participating in the procurement process shall possess the following minimum prequalification/ eligibility criteria

S No	Basic Requirement	Specific Requirements	Documents
1.	Legal Entity	The Bidder should be an established Company registered under the – Indian Companies Act, 1956/2013, since last 5 years from date of bid.	<ul style="list-style-type: none"> <li>Valid documentary proof of:</li> </ul> Copy of Certificate of Incorporation, or Copy of Registration Certificate duly signed and stamped by Authorized Signatory; and <ul style="list-style-type: none"> <li>Copy of GST registration certificate duly signed and stamped by Authorized Signatory</li> <li>Copies of relevant Certificates of registration Income Tax / PAN</li> </ul>
2.	Financial: Turnover	Average Annual Turnover of the Bidder during the last three financial years, as per the last published audited balance sheets), should be at least (INR) 350 Crores in last three (3) financial years	CA Certificate for Net Worth with CA's Registration No and Seal





S No	Basic Requirement	Specific Requirements	Documents
		FY 2021-2022, 2022-2023, 2023-2024	and Copy of audited profit and loss account and balance sheet of the last three financial years.
3.	Financial: Net Worth	The average net worth of the Bidder should be Positive for last three years, FY 2021-2022, 2022-2023, 2023-2024	Copy of audited profit and loss account/ balance sheet of the last three financial years, highlights the requisite figure related to positive net worth profitability.
4.	Tax registration and GST	The bidder should furnish following information i. COI ii. MOA & AOA iii. GST No iv. Income Tax / Pan Number.	Valid documentary proof of: i. Certificate of Incorporation ii. Memorandum of Association & Articles of Association iii. GST registration document. iv. Income Tax registration / PAN number
5	Data Center Project experience.	The Bidder experience of Data Center or establishment of Data Center for supply, installation, Commissioning, operations, and maintenance with support of IT equipment such as servers, Network devices, storage and software's in last three (3) Financial Year  One order of value >=Rs 80Cr Or Two order value >= Rs 60Cr Or Three order value >= Rs. 40Cr	Copy of work order/Completion certificate  MSA where total value and detailed scope of work is mentioned



S No	Basic Requirement	Specific Requirements	Documents
6	Technical Manpower	Bidder must have on its roll at least 50 technically qualified professionals in the ICT domains/Datacentre/Cyber security with ITIL/ CCNA/JNCA CCNP/JNCP/ RHCA /CSSA / MCP/ MCSE/ RHCE or equivalent certification	Certificate from bidder's letter Head of HR Department for the 50 number of Technically Qualified professionals employed by the company in the following format.  HR certificate on company's letterhead stating the points with employee Name, Qualification, Certification to be submitted along with copy of the relevant certificate
7	Certifications	The Bidder must have following Certificate at the time of bidding, a. CMMi Level-3 or above b. ISO 9001:2015 c. ISO/IEC 20000 :2018 d. ISO/IEC 27001:2022	Copy of Valid Certificate.
8	Blacklisting	The bidder must not be blacklisted or debarred, or bidder should not have its O&M suspended during the project contract period by any Government/Public Sector organization in India at the time of submission of the response to this RFP.	Bidder should Submit undertaking on Rs. 100/- stamp paper.



## 7. Technical Evaluation Criteria:

Sl. No.	Description	Maximum Score	Scoring Mechanism	Credentials Required
A	Organizational Strength & Project Experience			
1	Average Annual Turnover of the Bidder during the last three (3) financial years, as mentioned in eligibility criteria, minimum 350 Crores	15	When Annual turnover is:  10 Marks for 350 Crore turnover AND additional 2.5 mark for every additional 100 Crore turnover	Copy of audited Balance Sheets and Profit and Loss (P/L) statement or Certificate from the statutory auditor
2	The Bidder's average annual turnover in last three (3) financial years from IT & ITeS business segment in last three (3) financial years as on March 31, 2024	10	When Annual turnover is:  5 Marks for 250 Crore turnover AND additional 2.5 mark for every additional 50 Crore turnover	Copy of audited Balance Sheets and Profit and Loss (P/L) statement or Certificate from the statutory auditor Clearly mentioned IT & ITeS Average annual Turnover
3	Bidder should have experience of projects regarding Implementing/ operation & maintenance/FMS of data centre in last three (3) Financial Years in Central / State/PSU in India, as on last date of Bid submission.	30	<ul style="list-style-type: none"> <li>• 15 marks for each project of project value <math>\geq</math> INR 80 Crore</li> <li>Or</li> <li>• 10 marks for each project of project value <math>\geq</math> INR 60</li> </ul>	<ul style="list-style-type: none"> <li>• Copy of work order/Completion certificate</li> <li>• MSA where total value and detailed scope of work is mentioned</li> </ul>



Sl. No.	Description	Maximum Score	Scoring Mechanism	Credentials Required
			Crore and < INR 80 Crore  Or <ul style="list-style-type: none"> <li>5 marks for each project of Value <math>\geq</math> INR 40 Crore and &lt; INR 60 Crore</li> </ul>	
4	Bidder must have on its own pay roll at least 50 technically qualified professionals in the ICT domains/Datacenter/Cyber security with ITIL/CCNA/JNCA CCNP/JNCP/RHCA /CSSA / MCP/ MCSE/ RHCE or equivalent certification.	15	<ul style="list-style-type: none"> <li>50 technically qualified professionals: 10 Marks</li> <li>additional 2.5 mark for additional 25 technically qualified professionals</li> </ul> Note: Maximum 50 additional technically qualified professionals are considered	HR certificate on company's letter head stating the points with employee Name, Qualification, Certification to be submitted along with copy of the relevant certificate
5	Technical Presentation for Project execution	30	Approach & Methodology, Project Plan, Proposed Time sheet, Operation &	Bidder to mention clearly in Technical Presentation



Sl. No.	Description	Maximum Score	Scoring Mechanism	Credentials Required
			Maintenance Plan, Integration of BoM with current infrastructure	

**Note: Financial bids of those bidders will be opened who will achieve 80 or more marks in the technical criteria.**

## 8. Evaluation of Bids and Award of Contract.

The overall objective of this evaluation process is to select the capable and qualified firm and providing associated capacity building, training, and operations & maintenance support.

The Pre-Qualification proposal will be evaluated as per criteria mentioned below and only those bidders who qualify the requirements will be eligible for next set of evaluations. Technical Proposal and Commercial Proposal of Bidders who do not meet the Pre-Qualification criteria as well as bidder who will not achieve 80 or more marks in technical evaluation criteria will not be opened in the portal.

The successful bidder will be selected on least cost method (L1). The Bid evaluation process shall be a two-stage process, technical qualification evaluation, Commercial evaluation respectively.

The process of selection of successful bidder for the purpose of award of engagement will be as follow:

### A. Technical Bid Evaluation Process

- i. BSEDC may seek clarifications from the agency on the Technical Proposal. Any of the clarifications submitted by the bidder on the technical proposal should not have any commercial implications.



- ii. All such clarifications will be sent to the contact persons indicated in the proposal over email.
- iii. The agency has the option to respond or not respond to these queries. If the agency fails to respond within the stipulated time period, BSEDC (client) has the right to make assumptions on the technical proposal submitted by the bidder and if such assumptions lead to disqualification of the technical proposal, the BSEDC is not accountable for these omissions.
- iv. The responses by the agency to the queries raised by the client will be treated as part of the proposal by the respective agency.
- v. If such clarifications are oral in nature, they will only be considered in the form of minutes of the meeting duly signed/agreed to by all the participants.
- vi. If any of the responses by the agency to the queries sent by the client has commercial implications, these commercial aspects will not be accommodated in the commercial evaluation process.
- vii. All the responses to the clarifications will be part of the Technical Proposal of the respective proposal, the information provided in later stages will be the part of the agreement.
- viii. The technical bid has to comply with all the criteria as given in this RFP. If any of the bids fails to meet the requirements, the same shall be rejected.
- ix. The technical score of all the bidders would be calculated as per the criteria mentioned in below sections. All the bidders who will achieve 80 or more marks in the technical evaluation would be eligible for the next stage, i.e. Commercial Bid opening
- x. The technically qualified bidders will be informed of the date and venue of the opening of the Commercial bids.

#### **B. Commercial Bid Evaluation Process**

- I. All the technically qualified bidders/agency will be notified to participate in Commercial Bid opening process.



- II. The commercial bids for the technically qualified bidders/agency will be opened on the notified date and time in the presence of representatives of qualified Consultants and will be reviewed to determine whether the commercial bids are in accordance with the RFP requirements.
- III. The bidders' names, the bid prices, the total amount of each bid and such other details as the client may consider appropriate, will be announced, and recorded at the opening.
- IV. The successful bidder will be selected on least cost method (L1). The Commercial bid shall be evaluated to get the least cost (L1) bidder then BSEDC shall award the project to the least cost bidder as per their quoted commercial.
- V. Any figures (price) if left blank by the bidder in Financial e-form will be taken '0' (zero) by BSEDC. Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.
- VI. In case 2 or more bidders have offered the same lowest Evaluated Bid Price, the bidder securing the highest technical score will be adjudicated as the “Best responsive bid” for award of the Project. The successful Bidder would be awarded the letter of Intent followed by Work Order (s).
- VII. In the above process, if there are only two eligible Bidders scoring qualifying marks, BSEDC reserves the right to go ahead with Commercial Bid evaluation with those two Bidders only.

## 9. Rejection of Bids

The bids will be rejected on following grounds:

1. If any of the eligibility criteria as per the Pre-qualification criteria is not met
2. EMD/ Tender fee not submitted
3. If tender terms and conditions are not met



4. If Bidder gives incorrect/misleading/ fraudulent information in the bid.
5. Failure to furnish all information required in the tender document.
6. Canvassing in any form in connection with the bids
7. If the bid is incomplete /partial bid/ conditional/unclear in any form
8. Bids submitted after due date and time
9. Bids are not submitted through e-procurement portal
10. Bids are submitted through Telex/Fax/ e-mail
11. Erasure and/or overwriting
12. Bids not signed by authorized signatory
13. After verification of the submitted document.

#### 10. Performance Bank Guarantee:

Successful bidder must submit PBG @10% of the total project value at the time of signing of MSA. The PBG must be valid for another six months from the project end date.

#### 11. Commencement of Project:

Date of work order (WO) will be treated as commencement of the project and same date will be captured as “project start date” in master service agreement (MSA). From the date of “project start date”, selected agency is required to deploy manpower, initiate its services and invoicing to BSEDC as per contract terms.

#### 12. Pre bid query format:

Agency can seek written clarifications on or before pre-Bid to Mr Zahid Lateef, email id: zahid.lateef@bihar.gov.in and will clarify & issue amendments if any to all the bidders in the pre-bid meeting. No further clarification whatsoever will be entertained after the pre- bid meeting date.





Request for Pre-bid Queries/ Clarification						
Name of the Firm/Company:						
Date:						
S. No.	RFP Page Number	RFP Section Number	Heading of the RFP Particular / Section/ Item	Content of RFP requiring Clarification	Points of Clarification/ Change Required	Justification for Change requested
1.						
2.						
3.						
4.						

**Note: Pre-bid query must be shared on the Company letter head with Company Seal and signature of authorized personal. Bidders are also required to share their queries in an MS-Word/MS Excel document, following the format outlined above..**

### 13. Scope or work

BSEDC is willing to select System Integrator for “Infrastructure Augmentation and support” of Bihar State Data Center 2.0 Phase II” for three (3) years. The key scope of work but not limited to are as below:

- ✓ Supply, installation and configuration, testing and commissioning of compute infrastructure (hardware & software) such as Servers, Operating Systems and virtualization etc.
- ✓ Supply, installation, configuration, testing and commissioning of Network infrastructure like, Core switch and Access switch, including laying of inter-rack and intra-rack structured cabling (OFC and Copper).
- ✓ Supply, installation, configuration, testing and commissioning of Storage Area Network with Storage system, SAN switches, Tape Library, backup and restore, including laying of FC cables.



- ✓ Integration of IT hardware & software based on the bill of material (BoM) with current BSDC 2.0 infrastructure.
- ✓ Bidder has to ensure compatibility of procured Infrastructure with the existing cloud infrastructure, and it must fulfil the end functionality of the project. Bidder can visit Data centre for more clarity.
- ✓ After implementation, commissioning & integration of complete infrastructure in existing cloud at BSDC2.0, overall solution should work hassle free. Meanwhile it will be bidder responsibility to check that all associated hardware /software must be supplied so that it will be supported for minimum 3 years after FAT.
- ✓ Any shortage of material at the time of project implementation will be bidder responsibility and bidder will have to supply the same with no cost and within the timeline defined in the project.
- ✓ Bidder will have to utilize end to end approach to secure and harden infrastructure, including physical, operational, and software measures. Management of each application /client/tenant security will be the bidder responsibility and they will have to adopt the best/standard security solution approach, same should be customizable as and when required by the BSEDC.
- ✓ On premise Service implementation for Orchestration layer, Data Center Analytics, Patch Management, Antivirus, Backup software and Enterprise Management System by augmenting the current deployed solution.
- ✓ Three years on-site comprehensive maintenance and provisioning of services of all the ICT Infrastructure and all its components should be supplied with a provision of onsite spares on 24x7x365 basis after successful execution and acceptance by BSEDC.
- ✓ Complete adherence to the existing policy, procedure, guidelines, SOP & template of BSDC 2.0
- ✓ Bidder should ensure that all the peripherals, accessories, sub-components required for the functionality, including but not limited to the devices, equipment, accessories, software, licenses, tools, etc. should also be provisioned according to the requirements of the solution.
- ✓ BSEDC will not be responsible if the bidder has not provisioned for any components, sub-components, assemblies, sub-assemblies as part of bill of material in the bid response. The bidder will have to provision to meet the required outcome as per defined scope, the same at no additional cost and time implications to BSEDC.



- ✓ It is expected that bidder shall ensure that the equipment/components being supplied will be supported by respective OEMs for minimum 7 years from date of bid submission. If the same is de-supported by the OEM for any reason whatsoever, the bidder shall replace it with an equivalent or better substitute that is acceptable to BSEDC without any additional cost to BSEDC and without impacting the performance in any manner whatsoever.
- ✓ All components must support scalability to provide continuous growth to meet the requirements and future demand from various existing or new departments.
- ✓ A scalable system is one that can handle increasing numbers of requests without adversely affecting the response time and throughput of the system.
- ✓ Excellent strategy to address growth without major disruptions.
- ✓ A scalable Data Center shall easily be expanded or upgraded on demand. Scalability is important because new computing component is constantly being deployed, either to replace legacy component or to support new mission.
- ✓ Licence: All the licences have to be procured for 3 yrs from day one in the name of BSEDC.
- ✓ Interoperability:
  - i. The entire system/ subsystem should be interoperable, in order to support information flow and integration.
  - ii. Operating systems and storage technologies from several vendors must interact well with each other. These systems should also support the open architecture solutions where information/ data can be ported to any system, whenever desired.
- ✓ Onsite Support: Bidder should ensure that the entire IT Infrastructure solution is operational in accordance with the stipulated service standards in Service Level Agreement. Bidder along with all of their associated OEMs should commit to provide all necessary resources and expertise to resolve any issues and carry out required changes, optimizations and modification to ensure that the IT infrastructure is operational in accordance with the stipulated service standards in Service Level Agreement.
  - Bidder should provide comprehensive onsite warranty on a 24x7x365 basis for a period of 3 (three) years from the date of Go-Live of all IT infrastructure solution provided as part of scope



of work. The warranty period shall commence from the date of acceptance of the entire system as described in RFP.

- The onsite technical support should also include all the upgrades, updates and patches that are released by the respective OEMs during the period of contract.
- Bidder has to have a functional office in Patna (after successful awarding of the project)
- ✓ Technical Support: The onsite Technical team will coordinate with DCO technical support desk & BSEDC for the resolution of all IT infrastructure related issues / problems.
- ✓ Other Support Services:
  - a. Hardware support for the IT infrastructure solution which will include diagnosing the problem and getting the same resolved through coordination with the respective vendors as per the severity level assigned to it to ensure uptime of all IT infrastructure of BSEDC as per the SLAs defined in Service Level Agreement.
  - b. Maintain a record of all the hardware changes made in the IT infrastructure solution.
  - c. Schedule maintenance of the IT infrastructure solution under the scope of work at the periodicity defined by the OEM and also as per the schedule defined in discussion with BSEDC.
  - d. Installation, upgrade, update and management of all the patches including but not limited to the servers, switches etc.
  - e. Maintain the inventory of the entire hardware and software assets installed at the Data Center as per this tender scope.
  - f. Bidder has to have its office in Patna during the entire period of the project.

### 13.1. Reporting:

Coordinate with the Data center operator in finalising and submission of the reports:

1. Uptime report of IT BoM as per agreed MSA
2. Summary of issues / complaints logged at the Technical Support desk
3. Summary of resolved, unresolved and escalated issues / complaints
4. Summary of resolved, unresolved and escalated issues / complaints to vendors.
5. Log of backup and restoration undertaken
6. Any other report as desired by the BSEDC/TPA/Dept. will also be provided by the System Integrator as and when required.



### 13.2. Documentation

- a) Bidder shall be required responsible to coordinate with the DCO to submit documentation in the format, media and number of copies as decided mutually with BSEDC. The documentation shall be kept updated throughout the contract period with appropriate change management procedures and version control. It is advisable to follow international standards and best practices like ISO standards while creating the documentation.
- b) Bidder shall provide documentation, which follows the ITIL (Information Technology Infrastructure Library) standards. This documentation should be submitted as the project undergoes various stages of implementation. Indicative list of documents include:
  - i. Project Commencement: Project Plan in MS Project giving out micro level activities with milestones & deadlines
  - ii. Delivery of Material: Original Manuals from OEMs.
  - iii. Training: Training Material will be provided which will include the presentations used for trainings and also the required relevant documents for the topics being covered.
  - iv. Bidder shall document all the installation and commissioning procedures and provide the same to BSEDC within one week of the commissioning of the SDC.
  - v. Manuals for configuring of network, security and server devices
  - vi. Bidder shall be responsible for documenting configuration of all devices and keeping back up of all configuration files, so as to enable quick recovery in case of failure of devices.
  - vii. Bidder shall submit the report on best security practices & further improvement & enhancement of the SDC to BSEDC.
  - viii. SDC, being a property of BSEDC, it reserves the right to verify the process and documentation submitted, at any given point of time
  - ix. Bidder shall get all these documents approved by BSEDC.
  - x. Bidder shall coordinate with the DCO for maintenance and updation of all the policy documents including but not limited to security policy, backup policy, archival policy, backup policy, anti-virus policy, etc.



- xi. Bidder shall coordinate with the DCO make changes to the documents as and when there is change in the IT infrastructure components or policies or as and when required by BSEDC.
- xii. Bidder should coordinate with the DCO to maintain a library of various artefacts including, but not limited to, documents, manuals, knowledge bases, CD / DVDs, etc.
- xiii. Any other report as desired by the BSEDC/TPA/Dept. will also be provided by the System Integrator as and when required.
- i. All the documents would be solely owned by BSEDC.

#### 14. Roles and Responsibility

Sr. No.	Activity	BSEDC	Successful Bidder	BSDC Present DCO
1.	Appointing new agency for Supply, Installation, commissioning, and maintenance of IT hardware & Software as per scope	√		
2.	Review of existing architecture and setup		√	
3.	Delivery of bill of material as per RFP		√	
4.	Installation & Commissioning of bill of material as per RFP		√	
5.	Integration of bill of material as per RFP with existing data centre set up		√	√
6.	Implementation of Hardware and software		√	√
7.	Acceptance Tests	√	√	√
8.	Review of acceptance test report & Issue of Final Acceptance Test Certificate	√		



Sr. No.	Activity	BSEDC	Successful Bidder	BSDC Present DCO
9.	Operation, Management, and Maintenance for three years after acceptance / FAT		√	
10.	Periodical Generation of BSDC operations and NMS report		√	√
11.	Verification of BSDC operations and NMS Report	√		

*Note:- BSEDC /TPA will monitor the BSDC cloud augmentation work performed by System Integrator. BSEDC/TPA shall verify the services provided by the system integrator and the SI shall cooperate with BSEDC/TPA. BSEDC/TPA will verify & validate all the invoices as per the terms & conditions of the Agreement and will recommend on the eligible payment.*

#### 15. List of Bill of material (BoM) & Bill of Quantity:

Sr. No.	Bills of Material	Qty	Unit
1	Blade Server with enclosure, installation & commissioning with 3 years support	64	Nos
2	Rack Server with installation & commissioning with 3 years support	32	Nos
3	Access SAN Switch, with licence, cable & connectors with installation & commissioning with 3 years support	4	Nos
4	Access switch with cable & connectors, installation & commissioning with 3 years support		
	a. Type 1	4	Nos
	b. Type 2	4	Nos



Sr. No.	Bills of Material	Qty	Unit
5	Additional 100G QSFP for exiting access Switch (type -1)	60	Nos
6	Additional licence of Redhat open stack platform with Satellite	40	Nos
7	Additional licence of Redhat open stack platform (without guest OS) with satellite	10	Nos
8	Storage (1PB) with installation, Commissioning, and support for 3 years	1	Nos
9	Storage (capacity enhancement with 500TB of existing NetApp AFF A800) with installation, Commissioning, and support for 3 years	1	Nos
10	Additional licence EMS Software Licence - up to 750 node with installation, Commissioning, and support for 3 years	1	Nos
11	Additional licence with upgrade of SLB with WAF & installation, Commissioning, and support for 3 years	2	Nos
12	Additional licence with upgrade of LLB installation & commissioning with 3 years support	2	Nos
13	Additional licence with upgrade of DDoS installation & commissioning with 3 years support	2	Nos
14	Additional licence of AAA	2	Lot
15	Additional licence of SDN	8	Nos
16	Identity and Access Management installation & commissioning with 3 years support	1	Nos
17	Additional 750 Server Security solution (HIPS) Licences	750	Node
18	Upgradation of existing NIPS installation & commissioning with 3 years support	2	Nos
19	D2D (500Tb)- installation & commissioning with 3 years support	1	Nos





Sr. No.	Bills of Material	Qty	Unit
20	Tape Library solution with 16 tape drive with 3 years support	1	Nos
21	Additional 250 Backup solution licence with 3 years support	1	Nos
22	LTO 8 Cartridge with cleaning cartridge with 3 years support	500	Nos
23	Additional 5000 EPS licence with upgrade of existing SIEM with 3 years support	1	Lot
24	SQL server 2022 standard 2 core perpetual license with software assurance for 200 cores with 3 yrs support	100	Nos
25	Win Server 16 Core (DC) OS Licence	20	Nos
26	Paper Shredder with 3 Yrs support	1	No.
27	Manpower (Project Coordinator) for 3 yrs	1	Nos

Note: -

- I. Bidder must submit MAF for all the line item except line item 26 i.e.; “Paper Shredder”.
- II. Bidder must provide 3 years of support with installation, Commissioning. And same to scoped in the Bill of Materials as required
- III. Quantity may vary 25%+-Variation in quantity on the same rate withing the project lifecycle of 3 years.
- IV. Bidder must integrate (hardware & software) with the existing BSDC 2.0 installed / commissioned devices.
- V. All the software licence to be procure with 3 yrs warranty from day of Go live.
- VI. If the bidder is unable to achieve the desired outcome as per the scope of work, then, in that, case competent authority may instruct bidder to replace the device / impose applicable penalty.
- VII. Bidder shall include all cables & accessories for storage connectivity along with installation and commissioning services.
- VIII. Bidder has to install the hardware / software through OEM/Authorised solution partner, Department will validate/check the resource deployed during implementation.
- IX. The date of go-live will be treated from the final UAT of the devices/solution.



## 16. Minimum Specification and Compliances

### 16.1. Blade Server & Encloser

Blade Server				
Sr. No.	Minimum Requirement Specification		Compliance (Yes/No)	Document Reference
1.	System	Enterprise class blade server with minimum 5 <sup>th</sup> generation CPU or higher on x64 bit architecture. Server should be populated with minimum 2 Sockets.		
2.	Processor	Minimum 2 Processors populated in each server. Minimum of 48 core with minimum 2.7 GHz Clock Speed or higher CPU should be provided. 3 UPI links per socket capability.		
3.	Memory	Minimum 1.5 TB RAM (DDR5 or higher).		
4.	HDD/SSD/NVMe	Min 2 x 480GB NVMe SSD or better		
		Support for up to 4 hot-swap NVMe/SAS/SATA SSD drives		
5.	Video	Integrated Graphics controller		
6.	Network Controller	Dual ported 50Gb or 2 x Dual ported 25G ethernet plus 2 x Dual ported 32G FC or higher). Solution to be provided to enable partitioning up to minimum 16 separated physical functions including 1x FC, 1 x iSCSI and multiple Ethernet ports, in case converged network solution is offered		
7.	FC HBA	Should be capable of supporting 32 Gbps Dual port Fiber Channel HBA internal to the Server Blade.		



Blade Server				
Sr. No.	Minimum Requirement Specification		Compliance (Yes/No)	Document Reference
8.	Bus Slots	Minimum of 3 Nos of x16 PCIe 5.0 based mezzanine slots supporting Converged Ethernet, Ethernet, and FC adapters.		
9.	Ports	1 * external USB 3.0. Dedicated 1Gb Ethernet for OOB (OS independent) management.		
10.	OS Certification	Certification for latest Server version of Windows and Linux including Oracle Linux.		
11.	Virtualization	Should support Industry Standard Virtualization Software		
12.	Driver/Software Utilities	All required device drivers for OS installation /System Configuration and Server Management. Offered server management software shall be with perpetual licensing.		
13.	System Management & Security	Remote management of Server over LAN & WAN with SSL encryption through OOB gigabit management port, Remote KVM, Server Health Logging, Virtual NIC, REST API, IEEE 802.1x & IEEE 802.1AR, Capture of Telemetry data for external analysis including ability to record and play the console video during the last boot, HTML5 Remote Console, TPM module, Encrypted Virtual Media, and virtual folder with required advanced IPMI license, AD or LDAP, Config backup, Syslog (local and remote). UEFI Secure Boot and Secure Start, Security feature to ensure		



Blade Server				
Sr. No.	Minimum Requirement Specification		Compliance (Yes/No)	Document Reference
		servers do not execute compromised firmware code, digitally signed, and verified updates, Security Dashboard for Server to detect possible security vulnerabilities, Precision Time Protocol (IEEE 1588 PTP)		
		Management software should support integration with popular virtualization platform management software like vCenter, SCVMM, and Red Hat Virtualization.		
		Offered Server platform must be ready for container workload deployment		
		The Server Management Software should be of perpetual type and of the same brand as of the server OEM.		
		Server OOB shall have dedicated management memory with ECC protection.		
		Ability up to six users to share remote console to troubleshoot, maintain and administer remote servers.		
		Group management of power control, and power capping, firmware, configuration, virtual media, and licensing.		
		Offered blade servers shall be compatible with existing blade enclosure solution at Bihar SDC and		



Blade Server				
Sr. No.	Minimum Requirement Specification		Compliance (Yes/No)	Document Reference
		shall be completely manageable from the existing blade server infrastructure management console including auto-discovery of resources.		
14.	Serviceability	System should support embedded remote support to transmit hardware events support. The server should support monitoring and recording changes in the server hardware and system configuration. It assists in diagnosing problems and delivering rapid resolution when system failures occur. Should provide remote firmware update functionality.		
		Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory, and HDD		
		System should support embedded remote support to transmit hardware events directly to OEM or an authorized partner for automated phone home support		
		Solution should be included for monitoring & analysis feature to predict, prevent and auto-resolve problems and by providing automating case creation with OEM TAC and log file submission to OEM TAC for the problems that can't be auto-resolved.		
		Solution provided should help in automatic support case creation with OEM.		



Blade Server				
Sr. No.	Minimum Requirement Specification		Compliance (Yes/No)	Document Reference
		System should provide firmware upgrade and patch upgrade recommendations proactively.		
		One-button or one-click or RESTful API based secure erase of all user data on the server with respect to secondary storage and NVRAM compliant to NIST 800 standards.		
15.	OEM ranking	The OEM must be among the top 3 vendors in selling servers in India Or OEM should be ranked within top 3 as per IDC report for any one of the previous four quarter in India for server. OEM shall have their spare depot/ center in India		
16.	Warranty	Three years on-site comprehensive OEM Warranty Support with 24X7 coverage and access to OEM TAC/support with next business day parts replacement.		
Enclosure				
Sr. No.	Minimum Requirement Specification			
1.	Solution Requirement	Solution included with required quantities of blade server chassis to be offered to accommodate the asked quantities of blade servers. Required cables, connectors, fabric interconnect modules/switches in redundancy as needed as per OEM offered architecture to be included in the offered solution.		



Blade Server				
Sr. No.	Minimum Requirement Specification		Compliance (Yes/No)	Document Reference
		Proposed solution should support provisioning virtual, physical and container infrastructure from pools of compute, storage, and networking resources		
		Solution should have single console provisioning for compute, storage and server-side network configuration with choice of direct attach storage (DAS), iSCSI and FC SAN should be available		
		Solution should support API to integrate into popular management tools such as Microsoft Systems Center, VMWare vCenter and into open-source automation for DevOps tools such as Chef, Docker and OpenStack.		
		Solution should support software defined templates to quickly make changes to the infrastructure. Template should include server BIOS, firmware, boot order, RAID, storage configs and network configs of the infrastructure required for workload.		
		Blade server chassis solution should support Internal and external storage provisioning: Local/zoned direct attached storage (DAS), software-defined storage (SDS) and storage area networks (SAN). Should support SAN storage management compatibility for switched fabric, direct attached, or vSAN topologies.		



Blade Server				
Sr. No.	Minimum Requirement Specification		Compliance (Yes/No)	Document Reference
		Blade chassis solution should support Boot-from-SAN for Fibre Channel (FC), Fibre Channel over Ethernet (FCoE), and iSCSI storage		
		Blade Chassis solution should offer collaborative user interface which support logical resources to physical resources mapping, Smart Search, Activity Log, HTML5 mobile access, and Customizable Dashboard		
		Blade chassis solution should support compute blades based on all the recent generation Intel Xeon processors such as 3 <sup>rd</sup> , 4 <sup>th</sup> and 5 <sup>th</sup> Gen Processors from day1.		
2.	Form Factor & Technology	Offered blade enclosure shall be from the latest generation from the Server OEM.		
		Minimum 8 no's or more of server blades in the enclosure with 12U or lower rack unit.		
		Offered Blade chassis should provide connectivity of the shared resources (network modules, management networks etc.) to the compute blades and offered blade chassis architecture should have no- single-point-of-failure design.		
		Dedicated Redundant hot-plug management network connection modules in the chassis for complete management of all the active modules in the chassis		





Blade Server				
Sr. No.	Minimum Requirement Specification		Compliance (Yes/No)	Document Reference
		Management software for the maximum config with perpetual license. The management software should be from the same OEM.		
		Dedicated Redundant management modules/servers providing single management point for server, storage and networking for both single chassis & multi-chassis environment.		
		Offered blade chassis shall have minimum six I/O module slots to support 3+3 redundancy.		
		Blade chassis should provide display port and USB port to connect Laptop/Monitor locally		
		Shall have integrated/external KVM solution		
3.	System Panel	LEDs or LCDs on the chassis can be used to obtain the status of the chassis connection and health.		
4.	Reporting	Should support reporting capabilities for: (a) asset and inventory information for the devices in the enclosures, (b) thermal and power information, including real-time actual power usage per server and per enclosure. Reports should be exportable to csv or Microsoft Excel format		
5.	I/O Module	Redundant hot-plug I/O modules- (or Fabric Interconnect switches in redundancy) shall be provided such that uplinks from the chassis can be directly uplinked to LAN & SAN switches		



Blade Server				
Sr. No.	Minimum Requirement Specification		Compliance (Yes/No)	Document Reference
		Offered I/O solution in the blade chassis should support 50Gbps downlink to the Server Blades in redundancy supporting carving of each port into at least eight ports/network functions. Minimum 100G (200G in full duplex/bi-directional) bandwidth to be offered to each blade server.		
		Should support to choose Ethernet and FC uplinks as needed		
		Should support MLAG/equivalent for resiliency against interconnect failure		
		Server to Server communication should be in 1:1 non-blocking		
		Each I/O module (or fabric interconnect switch) should have minimum support for 8 x 32Gbps active external FC links, 8 x 25Gbps active SFP28 links, and 2 x 100Gbps QSFP32 links. Offered solution shall be complete in respect of required optics/connectors/cables.		
		Required cables/connectors/mounting-kits shall be included. Minimum cable length required: 15 meters for all patch cords.		
6.	Power & Cooling	Blade chassis should be populated fully with power supplies of the highest capacity available with the vendor. Power supplies should support N+N as well as N+1 redundancy configuration, where N is greater		



Blade Server				
Sr. No.	Minimum Requirement Specification		Compliance (Yes/No)	Document Reference
		than 1. Should offer a single-phase power subsystem enabled with technologies for lower power consumption and offering Platinum energy efficiency.		
		Blade chassis should have a cooling subsystem consisting of redundant hot pluggable fans or blowers enabled with technologies for improved power consumption and acoustics.		
7.	Driver/Software Utilities	All required device drivers for OS installation /System Configuration and Server Management. Offered server management software shall be with perpetual licensing.		
8.	System Management & Security	Remote management of Server over LAN & WAN with SSL encryption through OOB gigabit management port, Remote KVM, Server Health Logging, Virtual NIC, REST API, IEEE 802.1x & IEEE 802.1AR, Capture of Telemetry data for external analysis including ability to record and play the console video during the last boot, HTML5 Remote Console, TPM module, Encrypted Virtual Media, and virtual folder with required advanced IPMI license, AD or LDAP, Config backup, Syslog (local and remote). UEFI Secure Boot and Secure Start, Security feature to ensure servers do not execute compromised firmware code, digitally signed, and		



Blade Server				
Sr. No.	Minimum Requirement Specification		Compliance (Yes/No)	Document Reference
		verified updates, Security Dashboard for Server to detect possible security vulnerabilities, Precision Time Protocol (IEEE 1588 PTP)"		
		Blade enclosure Management Software should be of the same brand as of the server OEM.		
		Management software should support integration with popular virtualization platform management software like vCenter, SCVMM, and Red Hat RHEV.		
		Offered blade servers shall be compatible with existing blade enclosure solution at Bihar SDC and shall be completely manageable from the existing blade server infrastructure management console including auto-discovery of resources.		
9.	Serviceability	System should support embedded remote support to transmit hardware events support. The server should support monitoring and recording changes in the server hardware and system configuration. It assists in diagnosing problems and delivering rapid resolution when system failures occur. Should provide remote firmware update functionality.		
		System should support embedded remote support to transmit hardware events directly to OEM or an authorized partner for automated phone home support		



Blade Server				
Sr. No.	Minimum Requirement Specification		Compliance (Yes/No)	Document Reference
		System should provide firmware upgrade and patch upgrade recommendations proactively.		
		The system should help in automatic support case creation with OEM.		
		Offered solution should be provided for monitoring & analysis feature to predict, prevent and auto-resolve problems and by providing automating case creation with OEM TAC & log file submission for the problems that can't be auto-resolved to OEM TAC.		
		System should support RESTful API integration		
10.	OEM Ranking	The OEM must be among the top 3 vendors in selling servers in India Or OEM should be ranked within top 3 as per IDC report for any one of the previous four quarter in India for server. OEM shall have their spare depot/ center in India		
11.	Warranty	Three years on-site comprehensive OEM Warranty Support with 24X7 coverage and access to OEM TAC/support with next business day parts replacement.		



### 16.2. Access SAN Switch

Sr. No.	Minimum Requirement Specification	Compliance (Yes/No)	Document Reference
1.	Access SAN switch shall be configured with minimum of 96 Ports or better and suitable rack mounting kit as well as redundant power supplies.		
2.	Required scalability shall not be achieved by cascading the number of switches and shall be offered within the common chassis only		
3.	Should deliver min 32 Gbit/Sec Non-blocking architecture with 1:1 performance for up to 96 ports in a energy-efficient fashion		
4.	Should protect existing device investments with autosensing 8, 16, and 32 Gbit/sec capabilities.		
5.	SAN switch shall provide Aggregate bandwidth of min 1536 Gbit/sec or higher end to end.		
6.	SAN Switch shall have support for web-based as well as CLI-based management.		
7.	SAN switch shall seamlessly integrate with the existing SAN fabric at Bihar SDC.		
8.	OEM should be ranked within top 3 as per IDC report for any one of the previous four quarter in India for storage array. OEM shall have their spare depot/ centre in India		
9.	Three years on-site comprehensive OEM Warranty Support with 24X7 coverage and access to OEM TAC/support with next business day parts replacement.		



### 16.3. Rack Server

Sl.	Parameter	Minimum Specification	Compliance (Yes/No)	Document Reference
1	Form factor	Maximum 2U rack mount server with Bezel, Bezel Locking Kit, Chassis Intrusion Detection Kit, Sliding rails, AC power cords and accessory patch cords (5 or higher meters).		
2	Processor	Minimum 2 X Latest 5 <sup>th</sup> Generation 2.7GHz or higher, min 48-core, 250MB or higher L3 cache, 3 UPI or higher.		
		64-bit x86 processor fully binary compatible to 64/32-bit applications and supporting hyper-threading. Number of cores on a single die/socket will be treated as a single processor.		
3	Memory	1.5TB RDIMM, DDR5 DIMM in balanced configuration scalable up to 3TB or better. Minimum 5000 MT/s or higher.		
		Advanced ECC to protect servers against single-bit errors as well as to protect against multi-bit memory errors within a single RAM chip as well as within a single memory module.		
4	Memory RAS	Advanced ECC, online spare, mirroring, and Fast Fault Tolerance (ADDDC)		
5	Storage controller	Tri-mode SAS/SATA/NVMe RAID controller with minimum 4GB or higher cache, & RAID 1/5/6/10/50/60 support. Offered controller must support mix-and-match up to 8 no's 12G SAS, 6G SATA, and 16G NVMe drives to the same controller.		
		Offered Storage controller must support:		



Sl.	Parameter	Minimum Specification	Compliance (Yes/No)	Document Reference
		a) Immutable Hardware root of trust b) Expand & Move Logical Drive c) Configurable stripe size up to 1 MB d) Instant Secure Erase e) Migrate RAID/Stripe Size f) Modifying Cache Write Policy g) SSD wear gauge. h) Re-enable Failed Logical Drive		
6	Disk Drives	Min 2 x 960GB NVMe SSD or higher		
7	Graphics	Video modes up to 1920 x 1200@60Hz.		
8	LAN port	Min 2 x 1G (RJ-45), 2 x 2-port 100G (SR), 2 x 2-port 32G FC (SW) or higher		
9	OS & Hypervisor certification	Certified for latest version of Red Hat Enterprise Linux, SUSE Linux Enterprise Server, Ubuntu, Microsoft Windows Server, VMWare.		
10	Power Supply	Minimum Hot Plug Redundant power supplies or better.		
11	Fans/Blower	Redundant hot-swap fans system		
13	Driver/ Software Utilities	All required device drivers for OS installation /System Configuration and Server Management. Offered server management software shall be with perpetual licensing.		
14	System Compliances	ACPI 6.3, PCIe 5.0, SMBIOS 3.2, UEFI 2.7, IPMI 2.0, AES, 3DES, SNMP v3, TLS 1.2, SMASH CLP, RESTful API, ASHRAE A3/A4		
		Continuous, proactive health monitoring as well as notification of actual or impending component failure		





Sl.	Parameter	Minimum Specification	Compliance (Yes/No)	Document Reference
		alerts on key internal server components such as CPUs, memory, temperature, fans, RAID controllers, hard drives (including cache modules) and power supplies.		
15	System BIOS	System should boot with & run the BIOS from the same server hardware OEM (manufacturer). All updates should happen only using quoted OEM's access controller & perpetual management software to enforce security. MII compliance.		
16	Server Security & Management	Immutable Silicon-based Hardware Root of Trust		
		FIPS 140-2, TPM 2.0, CNSA		
		UEFI Secure Boot and Secure Start along with Runtime Firmware Validation		
		One-button/click Secure erase of NAND/user data		
		Server should have security dashboard: displaying the status of important security features, the Overall Security Status for the system, and the current configuration for the Security State and Server Configuration Lock features.		
		Should help to proactively identify out-of-date BIOS, drivers, and Server Management agents and enable the remote update of system software/firmware components. Should have dashboard for firmware baselines while performing minimum required firmware checks and highlighting out-of-compliance devices for updates with the selected firmware baseline.		



Sl.	Parameter	Minimum Specification	Compliance (Yes/No)	Document Reference
		Should provide a Server workload-performance advisor to enable/help in server tuning recommendations to improve server performance		
		Should support managing multiple servers as one via: Group Power Control, Group Power Capping, Group Firmware Update, Group Configuration, Group Virtual Media and Encrypted Virtual Media, and Group License Activation		
17	System Management	System management software shall be from the same server hardware OEM. System management software shall be with perpetual license.		
		System remote management should support browser based graphical remote console along with Virtual Power button, remote boot using any of USB/CD/DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media/image/folder; It should support server power capping and historical reporting and should have support for multifactor authentication		
		Server should support monitoring and recording changes in the server hardware and system configuration. It assists in diagnosing problems and delivering rapid resolution when system failures occur		
18	Serviceability	System should support embedded remote support to transmit hardware events directly to OEM or an authorized partner for automated phone home support		



Sl.	Parameter	Minimum Specification	Compliance (Yes/No)	Document Reference
19	Warranty	Three years on-site comprehensive OEM Warranty Support with 24X7 coverage and access to OEM TAC/support with next business day parts replacement.		
20	IDC Ranking	OEM should be ranked within top 3 as per IDC report for any one of the previous four quarter in India for server.		
21	Installation	<ul style="list-style-type: none"> <li>Bidder shall include all cables &amp; accessories for storage connectivity along with installation and commissioning services.</li> <li>Through OEM/Authorised solution partner</li> </ul>		

#### 16.4. Storage

Sl.	Parameter	Minimum Specification	Compliance (Yes/No)	Document Reference
1	Architecture	Offered storage shall be an array which can provide enterprise class resiliency & 99.9999% data-availability guaranteed architecture along with all NVMe controllers.		
		Offered storage array offered shall be configured with at-least four controllers/nodes without using clustering/federation and each offered drive shall be physically visible and mapped across all the controllers.		
		Offered storage array NVMe back-end should be completely shared across all the controllers i.e. all NVMe media / drives shall be directly accessible		



		from all controllers to ensure that every volume is striped across all drives for performance and resilience.		
		Offered Storage array should have at least 1TB DRAM cache/Memory across controllers.		
2	OS & Clustering Support	The storage array offered should support industry-leading Operating System platforms & clustering including Windows Server 2019/2022/2025, VMware ESXi 7/8, Linux and HP-UX etc.		
3	Capacity & Scalability	Offered Storage array shall be supplied minimum with 1PB (+/-1%) usable capacity using NVMe SSD drives and scalable up to 4PB (+/-1%) usable capacity with the proposed controller configuration from DAY-1. Storage shall be configured in RAID6 or equivalent.		
4	Encryption	Offered encrypted drives/controller-based encryption shall support KMIP 1.4 or higher for key management solutions. Vendor shall offer at-least internal Key manager engine for key management. Vendor shall offer appropriate encryption licenses.		
5	Performance	The offered Storage system should deliver at least 300,000+ IOPS with min 8KB or better Block size at 70:30 Read/Write ratio using a 100% random workload with all the data efficiency features (compression, deduplication etc.,) enabled.		
6	No SPoF	The Storage Array offered shall be configured in a No Single Point of Configuration including Array		



		Controller card, Cache memory, FAN, Power supply etc. Each controller should have redundant boot drives, vendors need to provide documentary proof for the same.		
7	Front-end & Back-end Host Ports	Offered Storage array shall have a minimum of 4 x 32Gbps Fiber Channel ports and 4 x 10/25Gbps IP ports with 25G transceivers <b>per controller</b> , NVMe-oF/FC, NVMe-oF/TCP, iSCSI and remote replication.		
		For maximizing the overall performance and NVMe SSD endurance, offered storage array shall support full RAID stripe write to backend disk drives for eliminating the white spaces issues of NVMe SSD drives,		
		Storage array shall be offered with RoCE/PCI interface for disk enclosure connectivity.		
8	Hot spare	Offered Storage Array shall support distributed Global hot Spare drive/capacity for every 30 drives. Global hot spare drive/capacity shall be configured as per industry practice.		
9	QoS	Offered storage array shall support quality of service for critical applications so that appropriate and required response time can be defined for application logical units at storage. It shall be possible to define different service / response time for different application logical units.		
		Quality of service engine shall allow to define minimum and maximum cap for required IOPS /		



		bandwidth for a given logical unit of application running at storage array.		
		It shall be possible to change the quality-of-service Response time (In both milliseconds as well as Sub-milliseconds), IOPS, bandwidth specification at real time.		
10	Capacity efficiency	Offered storage array shall support inline data efficiency engine (Supporting Thin Zero detect and re-claim, De-duplication and Compression) and shall be enabled by default.		
		Offered storage shall have the flexibility to enable and disable the data efficiency features (compression and deduplication) on volume or group level.		
		Storage subsystem shall be supplied with Thin Provisioning, Thin Re-claim, Snapshot, remote replication, De-duplication, Compression, Performance Monitoring, and Quality of service on day 1 for the supplied capacity of the array.		
11	Cyber Resiliency	<p>a) Offered Storage shall have built-in ransomware detection integrated into the storage operating system software.</p> <p>b) Offered storage can identify encrypted incoming I/Os in real time, generating quick alerts for potential ransomware threats using anomaly detection methods. This advanced detection technology is dynamic and adaptive, capable of detecting both traditional ransomware and newer</p>		



		<p>c) Ransomware detection is activated on a virtual storage volume in the source system, it can also be enabled on the corresponding volume in the target replication system</p> <p>d) The storage offered shall support integration with third-party security solutions, including security information and event management (SIEM) and extended detection and response (XDR).</p> <p>e) The system must provide the capability to create immutable, read-only snapshots, that cannot be modified. The system shall provide the capability to create compliant, read-only snapshots, which makes it impossible to modify or delete the snapshot and its base volume by the user, a system administrator, and the manufacturer.</p>		
12	Firmware upgrade	Offered storage shall support online non-disruptive firmware upgrade for both controller and disk drives without downtime.		
13	Snapshot, No's of Volumes & Ransomware Protection	<p>a) Offered storage array should have support for controller-based snapshots (At-least 1024 copies for a given volume).</p> <p>b) Offered Storage array shall support more than 60000 base volumes on the storage array without snapshot and clone.</p>		
14	Remote Replication	a) Offered storage array should support hardware-based data replication at the array controller level across all models of the offered family.		



		<p>b) Offered Storage array shall support both Synchronous and Asynchronous replication across 2 storage arrays natively without using any third party or software- based solution.</p> <p>c) Offered Storage array shall support 3 DC solution natively where Primary site shall be able to replicate synchronously to near-by / Bunker location and at the same time shall be able to replicate to Far location asynchronously. In case of Primary site failure – Far site shall have capability to pull the incremental information from Near-by / Bunker location natively without using any third party or software-based solution.</p> <p>d) Offered storage subsystem shall support incremental replication after resumption from Link Failure situation or during failback operations.</p>		
15	Management	<p>a) Common Dashboard for all managing multiple arrays through a single console.</p> <p>b) Main Dashboard shall provide the information of Total number of Arrays, Volumes, hosts, Capacity and performance information of top Arrays and Volumes.</p> <p>c) Common role-based access control for managing multiple arrays through a single data console instead of creating users and assigning roles individually at each array.</p> <p>d) Common Audit management for all arrays</p> <p>e) Shall have capability for tagging the Storage volume to given host applications so that</p>		





		<p>performance charts can be drawn for application instance for easy management and troubleshooting.</p> <p>f) Offered console shall advise about Placement of application on best fit system based on workload after application tagging.</p> <p>g) Shall be able to provide the context aware software updates on the storage array.</p>		
16	Integration – Container	<p>Offered Storage array shall be integrated with Red-hat OpenShift, Kubernetes and other industry K8 based container platform through CSI driver set. Vendor shall support at-least following functionalities through their CSI / CSP integration:</p> <p>a) Shall support both Static and Dynamic provisioning</p> <p>b) Shall be able to expand, re-size the persistent volumes given to stateful set applications.</p> <p>c) Shall be able to create and delete the snapshots.</p> <p>d) Shall support CSI Raw block volume as well as CSI Volume cloning.</p> <p>e) Support for both Fiber channel as well as iSCSI.</p> <p>f) Shall support CSI topology so that Kubernetes administrators can dictate which particular node have access to a particular storage backend through a StorageClass by using supplying topology keys.</p> <p>g) Support for dynamic NFS provisioning to dynamically create persistent volumes.</p> <p>H) Integration and virtualization with exiting storage solution</p>		



18	Serviceability	System should support embedded remote support to transmit hardware events directly to OEM or an authorized partner for automated phone home support		
		Should have monitoring & analytics feature for the offered storage along with its sub-components such as drives and drive-enclosures to predict, prevent, and auto-resolve problems and by providing automating case creation and log file submission for the problems that can't be auto resolved.		
19	Warranty	Three years on-site comprehensive OEM Warranty Support with 24X7 coverage and access to OEM TAC/support. OEM shall have their own support portal to log the case online and historical data about cases must be available in the same portal.		
20	OEM Ranking	Storage OEM should be ranked within top 3 as per IDC report for any one of the previous four quarter in India for server. Storage OEM shall be from the leader's category in the last published Gartner's Magic Quadrant for Primary Storage Platform.		

### 16.5. Identity Manager

S.No	Minimum Requirement Specification	Compliance (Yes/No)	Document Reference
1	Solution should provide the ability to make real-time course-grained authorization decisions such as a whether to grant access to an application		



S.No	Minimum Requirement Specification	Compliance (Yes/No)	Document Reference
2	Solution should allow access and authorization permission criteria to be linked to role definitions rather than to individual user accounts so that these decisions are driven by a user's membership of a role		
3	Solution should respond to requests from applications for authorization decisions, based on user role membership and other user properties		
4	Solution should be sized for <i>minimum</i> 250 Users for Identity and Access Management (IDAM)		
5	Solution should support the implementation of Role Based Access Controls (RBAC) for controlling access to functions within an application.		
6	Solution should support separation of duties.		
7	Solution should detect orphaned accounts (accounts that have no associated record in a specified authoritative data source) and perform an action such as “suspend” or “notify”		
8	Solution should detect unauthorized changes to a user account and send a notification and roll back the changes		
9	Solution should provide the ability to a user who has forgotten his/her login ID to trigger an automated resending of it to the email address associated with their user account		
10	Solution should provide the ability for a user to self-reset their password		
11	Solution should enforce password policies during user self-service password resets		



S.No	Minimum Requirement Specification	Compliance (Yes/No)	Document Reference
12	Solution should be triggered to synchronize data in the solution identity data repository by an event in another authoritative data source.		
13	Solution should automatically discover data in the other identity data sources, (e.g. detect new user accounts in back-end applications and retrieve their associated attributes)		
14	Solution should generate a unique user ID – a unique and permanent identifier to unambiguously identify every user in the solution identity data repository		
15	Solution should be capable of identifying individuals who have more than one user account in the solution identity data repository, and merging these accounts into one		
16	Solution should perform audit and logging capabilities with existing SIEM and proposed IDAM solutions.		
17	Solution should provide operational and user activity reports provided out of the box		
18	Solution should allow for the automatic archival of audit logs after a given period		
19	Solution should provide a workflow system to accept change requests from users directly, request and track authorization, and provision access once requests are submitted and approved.		
20	Solution should allow users can reset or change forgotten passwords and access or unlock locked accounts		
21	Solution should enforce password strength using password policy		



S.No	Minimum Requirement Specification	Compliance (Yes/No)	Document Reference
22	Solution should support SMS support which allows one-time tokens via text message for user verification, activation and new passwords.		
23	The system shall provide comprehensive reporting such as —who has access to what, —who approved what, —orphaned accounts found and these reports should be available online or can be exported for distribution.		
24	Proposed solution should be on-premise and should be capable of supporting 100% user capacity at any given point of time.		
25	Proposed solution is required for internal Consumption and not to provide any services to citizens / Civilians. OEM License should be inline		
26	Solution should include Single Sign-on Functionality		
27	Solution should be built on a federation standards-based architecture.		
28	Solution should have federation support. Solution should support federation protocols: SAML, ADFS, Oauth, OpenID Connect		
29	Solution should provide risk-based access control, authentication and authorization of users based on different attributes		
30	Solution should have its own user store or should leverage existing directories such as Active Directory or LDAP directories.		
31	Solution should provides strong authentication and multi-factor authentication to web and federated applications		
32	Solution should maintain logs for user access without exposing passwords		



S.No	Minimum Requirement Specification	Compliance (Yes/No)	Document Reference
33	Solution should also provide thick client SSO capability for client server based application architecture		
34	Solution should enable a “stepped” approach to authentication, where advanced credential requests can be added within applications as users attempt to access more sensitive areas of the application.		
35	Solution should have multiple configurable methods, like biometric, SMS OTP, etc. that can be used for different applications based on the risk evaluation of those access.		
36	The solution shall provide out-of-the-box integration to the following directories for authentication. a. Active Directory, b. LDAP Directory c. RADIUS Server		
37	The solution shall support strong (two-factor) authentication technologies at least with the following: a. Smart Card b. Dynamic/One Time Password c. Biometric devices d. Two-Factor Token e. Digital Certificates		
38	The solution shall support integration to various security repositories (eg. Active Directory, LDAP, Database, etc) to achieve Single Sign-On.		
39	The solution should protect home-grown and/or third-party applications.		
40	Proposed solution should be on-premise.		



S.No	Minimum Requirement Specification	Compliance (Yes/No)	Document Reference
41	The proposed PAM solution should offer various forms of deployment: Hardware appliance-based, virtual appliance based or cloud based		
42	Solution should provide facility to monitor in real time and video recording of the privileged sessions for all the integrated devices, users and applications.		
43	The solution should be browser independent and there shouldn't be any browser dependency to manage and record the sessions.		
44	The proposed solution should support integration with enterprise infrastructure including strong authentication such as 2-factor & Radius		
45	The proposed solution should provide secure remote access to sensitive servers such as Windows servers, Unix/Linux, Web Applications without having to expose credentials to end-users		
46	System should log activity in case of any PAM bypass or direct access event.		
47	All the solution components should be from single OEM for seamless integration.		
48	The solution should support high availability (load balancing and DC-DR) and should not have a single point of failure without any additional costs.		
49	Should be an on-premise solution only, so no data is sent to cloud infrastructure.		
50	The Proposed solution should have feature to map application clients with RDP applications and once admin access RDP application then can see only related applications.		



S.No	Minimum Requirement Specification	Compliance (Yes/No)	Document Reference
51	Solution should support duress authentication		
52	The Multi Factor Authentication solution shall support following authentication mechanisms: Time based one-time password (TOTP) soft token, SMS, Email, Fingerprint, FaceID, PKI, voice OTP		
53	Solution should be able to enroll all ten fingers for biometric authentication.		
54	The Multi Factor Authentication solution shall support authentication mechanisms OAUTH, SAML & OpenID Connect		
55	Solution should not have any restriction on number of users accessing PAM portal.		
56	Support for 3 yrs		

#### 16.6. Access switch – Type I

Sl.	Minimum Specification	Compliance (Yes/No)	Document Reference
<b>1</b>	<b>Architecture</b>		
A	The switch should have at least 32 x 100G QSFP 32 ports and 2 x 1G SFP ports		
B	The Switch should support, 1 RJ-45 serial console port, 1 RJ-45 out-of-band management port and 1 USB port		
C	The switch should support dual power supply and minimum five fan tray		
D	The switch Shall support 40G QSFP+ SR4 and LR4 and 100G QSFP32 SR4 and LR4		
E	The switch should have minimum 1GB flash, 8 GB SDRAM		
F	The Switch should have 32 MB packet buffer size		





G	Switch should have 6.4 Tbps switching capacity		
H	The switch should support MAC Address table size of 288K entries		
I	Switch should support minimum 320K routing entries IPv4, 160K entries (IPv6)		
<b>2</b>	<b>Quality of Service (QoS)</b>		
A	The Switch should support Strict Priority (SP), WRR, WFQ, SP+WRR, SP+WDRR, SP+WFQ, configurable buffer, time range, queue shaping, and CAR with 8 kbps granularity		
B	The Switch should support packet filtering at L2 (Layer 2) through L4 (Layer 4) including source MAC, destination MAC, source IP (IPv4/IPv6), destination IP (IPv4/IPv6), port number, protocol type, and VLAN.		
<b>3</b>	<b>Data Center Features</b>		
A	The Switch should have modular operating system		
B	The Switch should support for IEEE 802.1Qbb Priority Flow Control (PFC), Data Center Bridging Exchange (DCBX), IEEE 802.1Qaz Enhanced Transmission Selection (ETS), Explicit Congestion Notification (ECN) for FCoE, iSCSI, and RoCE environments.		
C	The Switch should support Jumbo frames sizes of up to 9416 bytes on 100GbE ports		
D	The Switch should support VXLAN Support		
E	The Switch should support VXLAN Layer 2/Layer 3 gateway support for up to 4000 tunnels		
F	The Switch should support OVSDB for dynamic VXLAN configuration		
G	The Switch should support EVPN		
<b>4</b>	<b>Manageability</b>		
A	The Switch should support ingress and egress port monitoring and traceroute and ping		



B	The Switch should support multiple configuration files to be stored to a flash image		
C	The Switch should support sFlow (RFC 3176)		
D	The Switch should support SNMP v1, v2c and v3		
E	The Switch should support Remote configuration and management		
F	The Switch should support NTP/SNTP		
<b>5</b>	<b>Resiliency and high availability</b>		
A	The Switch shall have the capability to extend the control plane across multiple active switches making it a virtual switching fabric, enabling interconnected switches to perform as single Layer-2 switch and Layer-3 switch/router and should support single IP management up to ten switches.		
B	The Switch should support Virtual Router Redundancy Protocol (VRRP)		
C	The Switch should support Hitless patch upgrades		
D	The Switch should support Bidirectional Forwarding Detection (BFD) to enables link connectivity monitoring and reduces network convergence time for RIP, OSPF, BGP, IS-IS, VRRP and switch virtualisation technology		
E	The Switch should support Device Link Detection Protocol (DLDP)		
F	The Switch should support graceful restart for OSPF, BGP, and IS-IS		
<b>6</b>	<b>Layer 2 switching</b>		
A	The Switch should support 4096 VLAN		
B	The Switch should support Address Resolution Protocol (ARP) and supports static, dynamic, and reverse ARP and ARP proxy		
C	The Switch should support IEEE 802.3x Flow Control		
D	The Switch should support Ethernet Link Aggregation		



E	The Switch should support IEEE 802.3ad Link Aggregation of up to 256 groups of 32 ports and support for LACP, LACP Local Forwarding First, and LACP Short time provides a fast, resilient environment that is ideal for the data center		
F	The Switch should support STP (IEEE 802.1D), Rapid STP (RSTP, IEEE 802.1w), and Multiple STP (MSTP, IEEE 802.1s)		
G	The Switch should support for IGMP Snooping, Fast-Leave, and Group-Policy; IPv6 IGMP Snooping provides Layer 2 optimization of multicast traffic		
H	The Switch should support DHCP support at Layer 2		
<b>7</b>	<b>Layer 3 services</b>		
A	The Switch should support Address Resolution Protocol (ARP)		
B	The Switch should determine the MAC address of another IP host in the same subnet; supports static ARPs; gratuitous ARP allows detection of duplicate IP addresses; proxy ARP		
C	The Switch should support simplifies the management of large IP networks and supports client and server; DHCP Relay enables DHCP operation across subnets		
D	The Switch should support for Connectivity Fault Management (IEEE 802.1AG) and Ethernet in the First Mile (IEEE 802.3AH); provides additional monitoring that can be used for fast fault detection and recovery		
E	The Switch should support Virtual Router Redundancy Protocol (VRRP)		
<b>8</b>	<b>Layer 3 Routing from day-1</b>		
A	The Switch should support static routes, RIP and RIPv2, OSPFv3, MPLS		
B	The Switch should support Border Gateway Protocol 4 (BGP-4)		



C	Intermediate system to intermediate system (IS-IS)		
D	The Switch should support Policy-based routing, Equal-Cost Multipath (ECMP)		
E	The Switch should support Static IPv6 routing		
F	The Switch should support separate stacks for IPv4 and IPv6 to ease the transition from an IPv4-only network to an IPv6-only network design		
G	The Switch should support Routing Information Protocol next generation (RIPng) extends RIPv2 to support IPv6 addressing		
H	The Switch should support OSPF support for IPv6, BGP-4 to support Multiprotocol BGP (MBGP), including support for IPv6 addressing, IS-IS for IPv6		
I	The Switch should allow IPv6 packets to traverse IPv4-only networks by encapsulating the IPv6 packet into a standard IPv4 packet; supports manually configured, 6to4, and Intra-Site Automatic Tunnel Addressing Protocol (ISATAP) tunnels; is an important element for the transition from IPv4 to IPv6		
J	The Switch should allow custom filters for increased performance and security; supports ACLs, IP prefix, AS paths, community lists, and aggregate policies		
K	The Switch should enable link connectivity monitoring and reduces network convergence time for RIP, OSPF, BGP, IS-IS, VRRP, MPLS.		
L	The Switch should Multicast Routing PIM Dense and Sparse modes		
M	The Switch should support static routing, RIPng, OSPFv3, BGP4+ for IPv6, and IS-ISv6		
N	The Switch should be able to shut off unused ports and utilizes variable-speed fans, reducing energy costs		
9	<b>Management</b>		



A	The Switch should allow users to copy switch files to and from a USB flash drive		
B	The Switch should support Multiple configuration files and stores easily to the flash image		
C	The Switch should SNMPv1, v2c, and v3		
D	The Switch should support IEEE 802.1AB Link Layer Discovery Protocol (LLDP)		
E	The Switch should support sFlow (RFC 3176)		
F	The Switch should leverage RADIUS to link a custom list of CLI commands to an individual network administrator's login; an audit trail documents activity		
G	The Switch should support Dual flash images		
H	The Switch should provide support of local and remote logging of events via SNMP (v2c and v3) and syslog; provides log throttling and log filtering to reduce the number of log events generated		
I	The Switch should restrict access to critical configuration commands; offers multiple privilege levels with password protection; ACLs provide Telnet and SNMP access; local and remote syslog capabilities allow logging of all access		
J	The Switch should mirror ingress/egress ACL-selected traffic from a switch port or VLAN to a local or remote switch port anywhere on the network		
<b>10</b>	<b>Security</b>		
A	The Switch should provide IP Layer 3 filtering based on source/destination IP address/subnet and source/destination TCP/UDP port number		
B	The Switch should support RADIUS/TACACS+		



C	The Switch should support Secure shell encrypt all transmitted data for secure remote CLI access over IP networks		
D	The Switch should support IEEE 802.1X and RADIUS network logins		
E	The Switch should support allow access only to specified MAC addresses, which can be learned or specified by the administrator		
<b>11</b>	<b>Compatibility with existing SDN deployment</b>		
A	Offered switch shall be compatible to existing SDN deployment of IMC Orchestrator (Make: HPE)		
<b>12</b>	All the above features mentioned should be available from day-1.		
<b>13</b>	<b>Warranty</b>		
A	Three years on-site comprehensive OEM Warranty Support with 24X7 coverage and access to OEM TAC/support. OEM shall have their own support portal to log the case online and historical data about cases must be available in the same portal.		

#### 16.7. Access Switch – Type 2

Sl.	Minimum Specification	Compliance (Yes/No)	Document Reference
<b>1</b>	<b>Architecture</b>		
A	The switch should have at least 48 x 25G SFP 96 ports, 8 x 100G QSFP 96 ports, and 2 x 1G SFP ports.		
B	The Switch should support,1 RJ-45 serial console port,1 RJ-45 out-of-band management port and 1 USB port		
C	The switch should support dual power supply and minimum five fan trays		
D	The switch Shall support 1/10/25G SFP 96, 40G QSFP+ SR4 and LR4 and 100G QSFP 96 SR4 and LR4.		
E	The switch should have minimum 1GB flash, 8 GB SDRAM		



F	The Switch should have 32 MB packet buffer size		
G	Switch should have 4 Tbps switching capacity		
H	The switch should support MAC Address table size of 288K entries		
I	Switch should support minimum 320K routing entries IPv4, 160K entries (IPv6)		
<b>2</b>	<b>Quality of Service (QoS)</b>		
A	The Switch should support Strict Priority (SP), WRR, WFQ, SP+WRR, SP+WDRR, SP+WFQ, configurable buffer, time range, queue shaping, and CAR with 8 kbps granularity		
B	The Switch should support packet filtering at L2 (Layer 2) through L4 (Layer 4) including source MAC, destination MAC, source IP (IPv4/IPv6), destination IP (IPv4/IPv6), port number, protocol type, and VLAN.		
<b>3</b>	<b>Data Center Features</b>		
A	The Switch should have modular operating system		
B	The Switch should support for IEEE 802.1Qbb Priority Flow Control (PFC), Data Center Bridging Exchange (DCBX), IEEE 802.1Qaz Enhanced Transmission Selection (ETS), Explicit Congestion Notification (ECN) for FCoE, iSCSI, and RoCE environments.		
C	The Switch should support Jumbo frames sizes of up to 9416 bytes on 100GbE ports		
D	The Switch should support VXLAN Support		
E	The Switch should support VXLAN Layer 2/Layer 3 gateway support for up to 4000 tunnels		
F	The Switch should support OVSD for dynamic VXLAN configuration		
G	The Switch should support EVPN		
<b>4</b>	<b>Manageability</b>		



A	The Switch should support ingress and egress port monitoring and traceroute and ping		
B	The Switch should support multiple configuration files to be stored to a flash image		
C	The Switch should support sFlow (RFC 3176)		
D	The Switch should support SNMP v1, v2c and v3		
E	The Switch should support Remote configuration and management		
F	The Switch should support NTP/SNTP		
<b>5</b>	<b>Resiliency and high availability</b>		
A	The Switch shall have the capability to extend the control plane across multiple active switches making it a virtual switching fabric, enabling interconnected switches to perform as single Layer-2 switch and Layer-3 switch/router and should support single IP management up to ten switches.		
B	The Switch should support Virtual Router Redundancy Protocol (VRRP)		
C	The Switch should support Hitless patch upgrades		
D	The Switch should support Bidirectional Forwarding Detection (BFD) to enables link connectivity monitoring and reduces network convergence time for RIP, OSPF, BGP, IS-IS, VRRP and switch virtualisation technology		
E	The Switch should support Device Link Detection Protocol (DLDP)		
F	The Switch should support graceful restart for OSPF, BGP, and IS-IS		
<b>6</b>	<b>Layer 2 switching</b>		
A	The Switch should support 4096 VLAN		
B	The Switch should support Address Resolution Protocol (ARP) and supports static, dynamic, and reverse ARP and ARP proxy		
C	The Switch should support IEEE 802.3x Flow Control		





D	The Switch should support Ethernet Link Aggregation		
E	The Switch should support IEEE 802.3ad Link Aggregation of up to 256 groups of 32 ports and support for LACP, LACP Local Forwarding First, and LACP Short time provides a fast, resilient environment that is ideal for the data center		
F	The Switch should support STP (IEEE 802.1D), Rapid STP (RSTP, IEEE 802.1w), and Multiple STP (MSTP, IEEE 802.1s)		
G	The Switch should support for IGMP Snooping, Fast-Leave, and Group-Policy; IPv6 IGMP Snooping provides Layer 2 optimization of multicast traffic		
H	The Switch should support DHCP support at Layer 2		
<b>7</b>	<b>Layer 3 services</b>		
A	The Switch should support Address Resolution Protocol (ARP)		
B	The Switch should determine the MAC address of another IP host in the same subnet; supports static ARPs; gratuitous ARP allows detection of duplicate IP addresses; proxy ARP		
C	The Switch should support simplifies the management of large IP networks and supports client and server; DHCP Relay enables DHCP operation across subnets		
D	The Switch should support for Connectivity Fault Management (IEEE 802.1AG) and Ethernet in the First Mile (IEEE 802.3AH); provides additional monitoring that can be used for fast fault detection and recovery		
E	The Switch should support Virtual Router Redundancy Protocol (VRRP)		
<b>8</b>	<b>Layer 3 Routing from day-1</b>		
A	The Switch should support static routes, RIP and RIPv2, OSPFv3, MPLS		



B	The Switch should support Border Gateway Protocol 4 (BGP-4)		
C	Intermediate system to intermediate system (IS-IS)		
D	The Switch should support Policy-based routing, Equal-Cost Multipath (ECMP)		
E	The Switch should support Static IPv6 routing		
F	The Switch should support separate stacks for IPv4 and IPv6 to ease the transition from an IPv4-only network to an IPv6-only network design		
G	The Switch should support Routing Information Protocol next generation (RIPng) extends RIPv2 to support IPv6 addressing		
H	The Switch should support OSPF support for IPv6, BGP-4 to support Multiprotocol BGP (MBGP), including support for IPv6 addressing, IS-IS for IPv6		
I	The Switch should allow IPv6 packets to traverse IPv4-only networks by encapsulating the IPv6 packet into a standard IPv4 packet; supports manually configured, 6to4, and Intra-Site Automatic Tunnel Addressing Protocol (ISATAP) tunnels; is an important element for the transition from IPv4 to IPv6		
J	The Switch should allow custom filters for increased performance and security; supports ACLs, IP prefix, AS paths, community lists, and aggregate policies		
K	The Switch should enable link connectivity monitoring and reduces network convergence time for RIP, OSPF, BGP, IS-IS, VRRP, MPLS.		
L	The Switch should Multicast Routing PIM Dense and Sparse modes		
M	The Switch should support static routing, RIPng, OSPFv3, BGP4+ for IPv6, and IS-ISv6		
N	The Switch should be able to shut off unused ports and utilizes variable-speed fans, reducing energy costs		



<b>9</b>	<b>Management</b>		
A	The Switch should allow users to copy switch files to and from a USB flash drive		
B	The Switch should support Multiple configuration files and stores easily to the flash image		
C	The Switch should SNMPv1, v2c, and v3		
D	The Switch should support IEEE 802.1AB Link Layer Discovery Protocol (LLDP)		
E	The Switch should support sFlow (RFC 3176)		
F	The Switch should leverage RADIUS to link a custom list of CLI commands to an individual network administrator's login; an audit trail documents activity		
G	The Switch should support Dual flash images		
H	The Switch should provide support of local and remote logging of events via SNMP (v2c and v3) and syslog; provides log throttling and log filtering to reduce the number of log events generated		
I	The Switch should restrict access to critical configuration commands; offers multiple privilege levels with password protection; ACLs provide Telnet and SNMP access; local and remote syslog capabilities allow logging of all access		
J	The Switch should mirror ingress/egress ACL-selected traffic from a switch port or VLAN to a local or remote switch port anywhere on the network		
<b>10</b>	<b>Security</b>		
A	The Switch should provide IP Layer 3 filtering based on source/destination IP address/subnet and source/destination TCP/UDP port number		
B	The Switch should support RADIUS/TACACS+		



C	The Switch should support Secure shell encrypt all transmitted data for secure remote CLI access over IP networks		
D	The Switch should support IEEE 802.1X and RADIUS network logins		
E	The Switch should support allow access only to specified MAC addresses, which can be learned or specified by the administrator		
<b>11</b>	<b>Compatibility with existing SDN deployment</b>		
A	Offered switch shall be compatible to existing SDN deployment of IMC Orchestrator (Make: HPE)		
<b>12</b>	All the above features mentioned should be available from day-1.		
<b>13</b>	<b>Warranty</b>		
A	Three years on-site comprehensive OEM Warranty Support with 24X7 coverage and access to OEM TAC/support. OEM shall have their own support portal to log the case online and historical data about cases must be available in the same portal.		

#### 16.8. Tape library:

Sr.	Minimum Requirement Specification	Compliance (Yes/No)	Document Reference
1	Tape Library shall be offered with Minimum of 16 x LTO-9 FC tape drives. Tape Drive shall support encryption. Tape Library shall be offered with 160 Cartridge slots.		
2	Offered LTO-9 drive in the library shall conform to the Data rate matching technique for higher reliability. Tape Drive Architecture in the Library shall conform to the INCITS T10 standard ADI Protocols or newer standards.		
3	Offered LTO-9 drive shall support 300MB/sec in Native mode.		
4	Tape Library shall be scalable to more than 500 slots and 40 LTO-9 Drives within the same Library.		



Sr.	Minimum Requirement Specification	Compliance (Yes/No)	Document Reference
5	Tape Library shall provide 8Gbps native FC connectivity to SAN switches.		
6	Tape Library shall have partitioning support so that each drive can be configured in a separate partition. Offered Tape Library shall have support for at-least 20 partitions.		
7	Tape Library shall provide web based remote management.		
8	Offered Library shall be provided with a hardware device like USB key, separate appliance etc. to keep all the encrypted keys in a redundant fashion.		
9	Out of 160 slots, Tape library shall support Barcode reader and at-least 10 mail slots and shall be scalable to 30 mail slots when fully populated.		
10	<ul style="list-style-type: none"> <li>a) Tape Library shall have GUI Panel</li> <li>b) Shall be rack mountable.</li> <li>c) Shall have option for redundant power supply</li> <li>d) Tape Library shall be supplied with software which can predict and prevent failures through early warning and shall also suggest the required service action.</li> <li>e) Offered Software shall also have the capability to determine when to retire the tape cartridges and what compression ratio is being achieved</li> </ul>		
11	OEM should be ranked within top 3 as per IDC report for any one of the previous four quarter in India for storage array. OEM shall have their spare depot/center in Eastern India.		
12	Three years on-site comprehensive OEM Warranty Support with 24X7 coverage and access to OEM TAC/support. OEM shall have		



Sr.	Minimum Requirement Specification	Compliance (Yes/No)	Document Reference
	their own support portal to log the case online and historical data about cases must be available in the same portal.		

#### 16.9. D2D Backup Capacity Augmentation

Sr.	Minimum Requirement Specification	Compliance (Yes/No)	Document Reference
1	500TB of usable capacity augmentation shall be offered for the existing D2D backup solution.		
2	Asked capacity shall be protected with hardware raid 6 from the factory so that no raid configuration is required in field for data drives.		
3	Three years on-site comprehensive OEM Warranty Support with 24X7 coverage and access to OEM TAC/support. OEM shall have their own support portal to log the case online and historical data about cases must be available in the same portal.		

#### 16.10. Paper Shredder

Sl. No.	Minimum Requirement Specification	Compliance (Yes/No)	Document Reference
1	Cross-cut shredder with a 6 x 50 mm or smaller shred size		
2	Waste bin capacity should be large enough to handle a high volume of paper, ideally 20 liters or more		
3	Heavy-duty model that can withstand frequent use safety features like automatic shut-off or a thermal overload protector.		



## 17. Manpower Criteria

The Bidder should furnish the project coordinator (on site) to coordinate the project execution and coordinating with the DCO team and BSEDC/DIT for project period and fulfil the requisite SLA, details qualifications, experience, certification and other details as per format given below along with detailed CVs as per the format specified in Performa – 22.

Min qualification of the project coordinator must be as below:

Education	<ul style="list-style-type: none"> <li>• BE/BTech,</li> <li>• Candidate with MBA will be preferred</li> </ul>
Experience	At least 4-6 years of experience in project coordination, project management, or program management within an IT context is usually expected.
Skills	Strong organizational skills, the ability to manage multiple projects simultaneously, and excellent verbal and written communication skills are crucial.
Certifications:	Project Management / PRINCE2 / ITIL

## 18. Additional Procurement of existing Hardware, Software & Licences

Sr. No.	18. Additional Procurement of existing Hardware, Software & Licences	Compliance (Yes/No)	Document Reference
1	Additional licence of Redhat open stack platform with Satellite		
2	Additional licence of Redhat open stack platform (without guest OS) with satellite		
3	Additional licence of OpenText EMS Management System (upto 750 Nodes) license for server OS instances (Physical & VMs) and database & Network monitoring		



Sr. No.	18. Additional Procurement of existing Hardware, Software & Licences	Compliance (Yes/No)	Document Reference
4	Additional licence with upgrade of current SLB with WAF solution (F5) should be improved/enhanced to Layer 7 throughput 120 Gbps, 90K each RSA and ECC SSL TPS, 60Gbps of Compression throughput on day 1 and keeping same/existing configurations, GUI and Operating system. Same solution should further be scalable to Layer 7 throughput 180 Gbps, 140K each RSA and ECC SSL TPS, 80Gbps of Compression throughput if required.		
5	Additional licence with upgrade of current solution (F5) of LLB should be improved/enhanced to Layer 7 throughput 80 Gbps, 50K each RSA and ECC SSL TPS, 40Gbps of Compression throughput and keeping same/existing configurations, GUI and Operating system.		
6	Additional licence with upgrade of current solution (F5) DDoS should be improved/enhanced to Layer 7 throughput 80 Gbps, 50K each RSA and ECC SSL TPS, 40Gbps of Compression throughput and keeping same/existing configurations, GUI and Operating system.		
7	Additional AAA License for existing make		
8	Additional SDN License for existing make		
9	Additional 750 server security (HIPS Deep security) of licence		
10	Upgradation of existing NIPS hardware & software upgrade to 80 GBPS		
11	Augmentation of D2D with 500TB of usable capacity		





Sr. No.	18. Additional Procurement of existing Hardware, Software & Licences	Compliance (Yes/No)	Document Reference
12	Additional 250 Backup solution licence with 3 years support		
13	Additional 5000 EPS licence with upgrade of exiting SIEM (SIEM Health Check (Find & Fix),Parser Development for unsupported event sources - 1 pack (upto 5 devices, SIEM Version Upgrade, SOAR Deployment (Configuration & Integration), Threat Intelligence Feed Integration. - Community Feed) with 3 years support		
14	Storage (capacity enhancement with 500TB of existing NetApp AFF A800)		

### 19. Timeline:

Weeks	Activity	BSEDC	SI	Remarks	Penalty
T0	Signing of MSA/WO	√	√	NA	NA
T0 +8 = T2	Delivery of material as per BOM		√	Selected SI needs to deliver the bill of material as per MSA in 8 weeks	0.2% per week of the total amount against delivery of item, subject to a maximum 10% against invoice amount for delivery of material.  If fail in delivery for more than 10 weeks, BSEDC is free to cancel the WO/contract. The remaining part of work will be



Weeks	Activity	BSEDC	SI	Remarks	Penalty
					completed by BSEDC or any agency engaged by BSEDC at the cost of selected vendor.
T2+4 = T 3	Installation, commissioning and integration of material in BSDC 2.0 infrastructure		√	Selected SI needs to install/configure in BSDC 2.0 infrastructure /architecture in 4 weeks	<p>0.2% per week of the total amount quoted for installation &amp; commissioning subject to a maximum 10% of total invoice amount for installation &amp; commissioning.</p> <p>If fail in delivery for more than 8 weeks, BSEDC is free to cancel the WO/contract. The remaining part of work will be completed by BSEDC or any agency engaged by BSEDC at the cost of selected vendor.</p>
T 3+3 = T 4	User Acceptance Testing (UAT) & Go-Live	√	√	<ul style="list-style-type: none"> <li>BSEDC in consultation with DIT, will perform the UAT</li> <li>Post seeking approval from competent authority, go-live certificate</li> </ul>	<ul style="list-style-type: none"> <li>During the evaluation of UAT in case BSEDC find any critical observation, bidder needs to mitigate the observation in 1 week.</li> <li>In case bidder fails to mitigate the observation in 1 week, penalty of 1% of the total amount quoted</li> </ul>



Weeks	Activity	BSEDC	SI	Remarks	Penalty
				will be released to selected SI	for UAT will be imposed for delay of every 3 days. <ul style="list-style-type: none"> <li>If the UAT gets delayed by more than 6 weeks solely due to bidder, penalty of 20% of total amount quoted for UAT/GoLive will be imposed.</li> </ul>

## 20. Payment Terms:

Sl. No.	Particular	Percentage (%) of payment to be released
A	Delivery of all equipment/device/software as per agreed bill of quantity (BoQ)/bill of material (BoM)	60% of the total amount quoted by bidder in financial bid
B	Installation & Commissioning	20% of the total amount quoted by bidder in financial bid
C	Completion of successful UAT & Go-Live	10% of the total amount quoted by bidder in financial bid
D	Operation & Maintenance for 36 months	Remaining 10% Payment will be released in 12 equal quarters post submission of reports by BSEDC appointed third party auditor (TPA)

## 21. Service Level Agreement

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



- ✓ **"Availability"** shall mean the time for which the services and facilities offered by the Bidders are available for conducting operations from the equipment hosted in the Data Center.
- ✓ **"Downtime"** is the time the services and facilities are not available to Customer, which excludes the scheduled outages planned in advance for the Data Center.
- ✓ **"Helpdesk Support"** shall mean the Bidder's 24x7x365 Helpdesk Support Center which shall handle Fault reporting, Trouble handling, Ticketing and related enquiries during this contract
- ✓ **"Incident"** refers to any event / abnormalities in the functioning of the Data Center Equipment / Services that may lead to disruption in normal operations of the Data Center services.
  - **Critical:** Incidents, whose resolution shall require additional investment in component or time or shall involve coordination with OEMs. These incidents shall impact the overall functioning of the SDC. For example, Power failure, failure of SAN switch, etc.
  - **Medium:** Incidents, whose resolution shall require replacement of hardware of software parts, requiring significant interruption in working of that individual component. For example, installation of operating system, replacement of switch, etc.
  - **Low:** Incidents, whose resolution shall require changes in configuration of hardware or software, which will not significantly interrupt working of that component.
- ✓ **"Resolution Time"**, means time taken by the Bidder staff to troubleshoot and fix the problem from the time the call has been logged at the Helpdesk till the time the problem has been fixed.

### 21.1. SLA Requirement

1. Service Level Agreement (SLA) shall be the contract between the BSEDC and the Infrastructure Implementation Agency (bidder). SLA defines the terms of the bidder's responsibility in ensuring the performance of the DC based on the agreed Performance Indicators as detailed in the Agreement. This section defines various Service Level Indicators for BSEDC, which can be considered by the State in the Service Level Agreement with bidder.
2. Definitions
 

Service Level Agreements (SLAs) are agreed upon performance metrics subject to reporting and measurement, and subject to the service level penalties.



Service Level Objectives (SLOs) are agreed upon performance metrics subject to reporting and measurement, but not service level penalties.

### 3. Performance Metrics

The following metrics define the baseline requirements that will measure the effectiveness of the response time, performance, and availability governed by the SLAs.

Service Type: Availability of Cloud equipment

SLA	SLA Definition	SLA Metrics	Measurement & Reporting	Comment/Assumption
99.9%  quarterly  Avg.	Hours of  Availability	24X7	Monitored daily, reported monthly	<ul style="list-style-type: none"> <li>• All maintenance work to be performed during maintenance window.</li> <li>• “Business hours” to be calculated based on Hours of Availability</li> </ul>

Service Type: Service level for AMC of device/software

Definition	Measurement Interval	Target	Penalty
All device/software as per agreed BoM/BoQ must in the AMC	Quarterly	All device /software as per agreed BoM/BoQ must in the AMC	<p>In case AMC of any device/software found expired, BSEDC will withhold 10% of the QGR value.</p> <p>In case bidder fails to renew the penalty in next 30 days from the end of quarter, the withhold amount will be treated as penalty.</p>

Service Type: Manpower Service Levels

Definition	Measurement Interval	Target	Penalty
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Resource availability for all services agreed for Operation and Maintenance purpose of the project	Quarterly	Single absence of a single resource	No Penalty (if replaced by equivalent skilled resource)
			Double of the cost of the absent resource for the period of absence

Service Type: Problem Management

Sr. No	SLA Definition	SLA Metrics	Measurement & Reporting	Comment/Assumption
1	Severity-1 Problem Response (Urgent)	<ul style="list-style-type: none"> <li>Response time in 15 minutes</li> <li>Time to Fix-within 2 hours with a 4hour max</li> </ul>	Monitored daily, reported monthly	Severity -1: Problem affecting mission critical processes
2	Severity-2 Problem Response (High)	<ul style="list-style-type: none"> <li>Response time in 1 hour</li> <li>Time to fix within 4 hours with an 8-hour max</li> </ul>		Severity-2: Problem affecting production online transaction processing
3	Severity-3 Problem Response (medium)	<ul style="list-style-type: none"> <li>Response time in 3 hours</li> <li>Time to fix within 12 business hours with a 16-business hour max</li> </ul>		Severity-3: Problem affecting anything other than production online transaction processing
4	Severity-4 Problem Response (Low)	<ul style="list-style-type: none"> <li>Response time in 8 hours</li> <li>Time to fix within 30 business days</li> </ul>		Severity-4: No impact to service



Sr. No	SLA Definition	SLA Metrics	Measurement & Reporting	Comment/Assumption
5	Severity 1 Root cause Analysis	<ul style="list-style-type: none"> <li>Root cause Analysis performed within 10 days</li> <li>Changes in systems and policies recommender within 15 days</li> <li>Changes in systems and policies implemented within 30 days</li> </ul>		

Note: Failing in restoring the affected services within stipulated time will attracts penalty of Rs. 5,000/- per instance per day and this will be additional to the penalties mentioned in the respective clause.

In case of hardware failure, the Bidder should duly inform the DCO to get the issue resolved and communication matrix for issue reporting is to be maintained, in case issue is not being reported to the DCO, the bidder would be held liable and would attract an additional penalty of Rs. 1000/- per day, over and above the penalties mentioned in the respective Clause. Maximum penalty is capped to 10% of the QGR value.

## 22. General Conditions of Contract

### 22.1.Termination and Effects of Termination

#### I. Terms for Termination

The purchaser may, terminate this Contract in whole or in part by giving the successful Bidder a prior and written notice indicating its intention to terminate the contract under the following circumstances:

- a. Where either Party commits a material breach or being in default of all or any of the major and significant terms, conditions, covenants, undertakings and stipulations of this Agreement. In case the material breach is remediable the aggrieved party shall give notice in writing of such default in observance or performance of any of the terms or



conditions of this agreement, to the Party in default. If the Party in default effectively remedies such breach or default within the period, not being less than 60 (sixty) days, designated by such notice then the agreement shall remain in force.

- b. Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the successful Bidder, any failure by the successful Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the successful Bidder or the happening of any such events that are adverse to the commercial viability of the successful Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Bidder, and to ensure business continuity.
- c. Where the mutual agreement in writing between the parties.
- d. Termination for Insolvency or bankruptcy: The purchaser may at any time terminate the Contract by giving written notice to the successful Bidder, without compensation, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the purchaser
- e. Termination for Convenience: The purchaser may terminate the Contract, in whole or in part at any time for its convenience, by prior written notice sent to the successful Bidder at least 6 months in advance. The notice of termination shall specify that termination is for the purchaser's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. In case of termination, BSEDC shall pay for accepted Goods/Services completed up to the date of termination.
- f. Termination for Breach - In the event of the breach of any of the major and significant terms and conditions of this agreement by the Service Provider, BSEDC will give 60 days' notice to Service Provider to cure the breach of the terms and conditions of the agreement then in that case Service Provider must cure within 60 days. In case the breach continues till/after the expiry of such cure period, BSEDC shall be entitled to terminate this agreement after 60 days' notice. The decision of BSEDC as to such breach shall be final and binding on the Service Provider.





## II. Effects of Termination

### Upon contract expiration or termination of this Agreement:

- a. The Service Provider shall:
  - i. Notify the particulars of all project assets forthwith.
  - ii. Deliver forthwith actual or constructive possession of the pops free and clear of all encumbrances and execute such deeds, writings and documents as may be required for fully and effectively divesting the Bidder all of its rights, title and interest in the project.
  - iii. Deliver relevant records and reports pertaining to the project and its design, engineering, operation, and maintenance including all operations & maintenance records and manuals pertaining thereto and complete as on the date of termination or expiration. And
  - iv. Shall expeditiously settle the accounts.
- b. In the event BSEDC terminates this agreement pursuant to any material breach by the Service Provider to complete its obligations under this Agreement, Performance Bank Guarantee furnished by it may be forfeited for reasons, to be recorded in writing.
- c. Upon termination (or prior to expiry/ upon expiry, as the case may be) of this Agreement, the Parties will comply with the Exit Management Clause set out in this Agreement.
- d. BSEDC agrees to pay the Service Provider for all charges for Services / Equipment provided by it and accepted by BSEDC till effective date of termination.
- e. Any and all payments under this clause shall be payable only after the Service Provider has complied with and completed the transition and exit management as per the Exit Management Clause approved by BSEDC. In case of the expiry of the Agreement, the last due payment shall be payable to the Service Provider after it has complied with and completed the transition and exit management as per the exit management clause, approved by BSEDC.
- f. Service Provider immediately upon termination, discontinue providing any or all of the services contemplated hereunder
- g. BSEDC shall upon termination, by under no obligation to make any payments to service provider forthwith, except for any payments that may be due and payable to Service Provider in respect of satisfactory Services already completed as per the scope of this agreement; and
- h. Service Provider shall return all the property which belongs to BSEDC including any data,



information, files of completed or unfinished work. Service Provider shall have no lien over the property of BSEDC.

- i. Upon the termination or expiration of this agreement, in case before complete delivery of materials, then the title and ownership of all materials, plans, ideas, slogans, or information (developed by Service Provider for BSEDC) shall be transferred by Service Provider to BSEDC. Thereafter, BSEDC, shall have no liability to Service Provider Service arising from BSEDC's use of any material that was approved, used, published or presented by or on behalf of; Service Provider shall transfer such property, and documentation related thereto, to BSEDC immediately after termination in case termination happens before complete delivery of materials.

## 22.2. Consequences of Termination

- i. In the event of termination of this contract due to any cause whatsoever, the contract with stand cancelled effective from the date of termination of the Contract
- ii. In case of exigency, if the purchaser gets the work done from elsewhere, the difference in the cost of getting the work done shall be borne by the successful Bidder
- iii. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the successful Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the purchaser through re-determination of the consideration payable to the successful Bidder as agreed mutually by the purchaser and the successful Bidder or through a Third Party acceptable to both the parties may pay the successful Bidder for that part of the services which have been authorized by the purchaser and satisfactorily performed by the successful Bidder up to the date of termination.
- iv. All third parties shall continue to perform all/any functions as stipulated by the Purchaser and as may be proper and necessary to execute the Scope of Work under the Contract in terms of the Bidder's Bid, the tender and this Contract.
- v. Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law
- vi. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operations of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination
- vii. In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated term of the Contract or otherwise, BSEDC shall be entitled to



impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/material breach, and further allow the next successor Bidder to take over the obligations of the erstwhile

viii. Upon Termination of the Contract, the Service Provider shall:

- Prepare and present a detailed exit plan within five calendar days of termination notice receipt from the customer.
- The customer and along with designated team will review the Exit plan. If approved, service provider shall start working on the same immediately. If the plan is rejected, service provider shall prepare or update an alternate plan within two calendar days. If the second plan is also rejected, the customer or the authorized person will provide a plan for service provider and it should be adhered to in totality

ix. Terminate the Contract in Part or Full

- Retain such amounts from the payment due and payable by the purchaser to the service provider as may be required to offset any losses caused to the purchaser as a result of such event of default and the successful Bidder shall compensate the purchaser for any such loss, damages or other costs, incurred by the purchaser in this regard. Nothing herein shall affect the continued obligation of the Bidder and Bidder's team to perform all their obligations and responsibilities under this contract in an identical manner as were being performed before the occurrence of the default
- Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, recover such other costs/losses and other amounts from the Bidder as may have resulted from such default and pursue such other rights and/or remedies that may be available to the purchaser under law

### 22.3. Consequences of Breach and Penalties

In the event of a breach, BSEDC shall have the right to recover any loss, damage or cost of hardship caused due to the breach of the terms of this agreement, from the payment due to the Service Provider. Notwithstanding the above, in the event the amount due to the Service Provider falls short of the costs incurred or suffered by BSEDC on account of loss or damage, the service provider shall also be liable to make good all such losses or damages caused to BSEDC.



## 22.4. Statutory Compliances

- i. Service provider shall comply with all applicable statutes. BSEDC shall not be liable in any manner whatsoever for any non-compliance on part of the service provider of the applicable laws and in the event of any adverse claim of whatsoever nature arising thereof, the entire burden shall be strictly borne by the service provider.
- ii. Service provider shall maintain all requisite records, registers, account books etc. related to this project which are obligatory under any applicable law in connection with the Services being rendered or work being performed to BSEDC and shall provide such information as may be required under any law to any authority.

## 22.5. Indemnification

Service Provider hereby indemnifies, holds harmless & undertakes to defend BSEDC, its affiliates and their respective employees, officers and directors against any claim by a third party including but not limited to damages, costs, expenses as a result of such claim with regard to:

- i. the extent that the service provider provided to BSEDC by the service provider under this agreement infringes any third party's intellectual property rights;
- ii. taxes/charges/cess/levies (and interest or penalties assessed thereon) against BSEDC that are obligations of Service Provider pursuant to this agreement;
- iii. any damages for bodily injury (including death) and damage to real property and tangible personal property caused by the service provider;
- iv. any claim or action by or on behalf of the Service Provider personnel based on his or her employment with the Service Provider, including claims arising under occupational health and safety, worker's compensation, provident fund or other applicable laws or regulations;
- v. claims by government regulators or agencies for fines, penalties, sanctions or other remedies arising from or in connection with the Service Provider's failure to comply with its regulatory/legal requirements and compliances;
- vi. any claim on account of an alleged breach of confidentiality and security of data occurring as a result of acts of omissions or commission of the service provider employees or affiliated partners;
- vii. any claim occurring on account of misconduct, negligence or wrongful acts of omission and commission of employees of the service provider, and/or its affiliated partners;
- viii. any claim occurring on account of misuse or negligent application, misuse of systems, failure to follow established procedure by the Service Provider and/or sub-contractors employees;



- ix. Service Provider shall ensure compliance with all applicable laws, local and Central, including all labour laws like ESI, EPF, Minimum Wages Act, Bihar Shops & Establishments Act, Contract Labour (Regulation and Abolition) Act 1970, Payment of Bonus Act etc. and shall keep First Part indemnified and harmless in case of any action for violation by Second Part of any of the applicable laws so long as this arrangement is in force. For all purposes the persons deployed will be employees of second part and they will have no relation whatsoever with First Part. Second Part shall be responsible for furnishing all such information/documents to First Part in this regard as may be required by it from time to time. Furthermore, Second part shall be responsible to furnish self-attested copies of all returns/challans filed by second part in the office of ESI, EPF, compliance of Minimum Wages Act, Contract Labour etc. on monthly a basis to the first party, in case, the second part fails to submit or not willing to submit the copies of returns, first part shall be entitled to stop the payments till the submissions of the returns.
- x. In event of any theft, loss, damage, destruction, or any act of vandalism or sabotage of the property of the Customer in the possession of the Service Provider by virtue of this agreement, the Service Provider shall be liable to indemnify the first part to the extent of damage or loss so caused.
- xi. Service Provider has all the requisite consents, licenses and permissions to
  - enter into this Agreement
  - carry out the obligations set out in this agreement, and it shall keep all such consents, licenses and permissions renewed and valid at all times during the continuance of the agreement;



## 22.6. Dispute Resolution and Arbitration

### I. Dispute Resolution

- i) The Purchaser and the Bidder shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract
- ii) If, after Thirty (30) days from the commencement of such direct informal negotiations, the purchaser and the Bidder have been unable to resolve a contract dispute amicably, either party may require that the dispute be referred for resolution to the formal mechanism.
- iii) In the case of a dispute or difference arising between the purchaser and the Bidder relating to any matter arising out of or connected with this contract, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by the purchaser and the other to be nominated by the Bidder. The award of the arbitrators, and in the event of their not agreeing, of the Umpire appointed by them or by the High Court of Bihar, Patna shall be final and binding on the parties.
- iv) The Arbitration proceeding shall be governed by the substantive laws of India. The Arbitration proceedings shall be held in Patna High Court, Patna, Bihar, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in the English language
- v) In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of High Court or any person or institution designated by him shall appoint the Arbitrators / Presiding Arbitrator.
- vi) If any of the Arbitrators so appointed dies, resigns, is incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- vii) It is a term of the Contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter
- viii) The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties



## II. Arbitration

- i. Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement between the Parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof. Prior to submitting the Disputes to arbitration, the Parties shall resolve to settle the Dispute/s through mutual negotiation and discussions. In the event that the said Dispute/s are not settled within thirty (30) days of the arising thereof, the same shall finally be settled and determined by arbitration in accordance with the Arbitration & Conciliation Act, 1996 or any amendment thereof. The place of arbitration shall be Patna and the language used in the arbitral proceedings shall be English.
- ii. The arbitral award shall be in writing and shall be final and binding on each Party and shall be enforceable in any court of competent jurisdiction. None of the Parties shall be entitled to commence or maintain any action in a court of law upon any Dispute arising out of or relating to or in connection with this Agreement (infringement of IPR Excepted), except for the enforcement of an arbitral award or as permitted under the Arbitration & Conciliation Act, 1996 .

### 22.7. Confidentiality

- i. BSEDC may allow the Service Provider to utilize Confidential Information and the Service Provider shall maintain the highest level of secrecy, confidentiality and privacy with regard to such Confidential Information. The Service Provider shall use its best efforts to protect the confidentiality and proprietary of Confidential Information.
- ii. Additionally, the Service Provider shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities. The Service Provider shall use the information only to execute the Project.
- iii. BSEDC shall retain all rights to prevent, stop and if required take the necessary punitive action against the Service Provider regarding any forbidden disclosure.
- iv. The Service Provider may share the confidential information with its employees, affiliates, agents and subcontractors but only strictly on the need to know basis in order to accomplish the scope of services under this Agreement. Upon request of BSEDC, the Service Provider shall execute a corporate non-disclosure agreement with BSEDC in the mutually agreed format provided by BSEDC shall ensure that all its employees, agents and sub-contractors



are governed by confidential obligations similar to the one contained herein.

- v. To the extent the Service Provider shares its confidential or proprietary information with BSEDC for the effective performance of the Services, the provisions of the confidentiality Clause (I) to (iii) shall apply mutatis mutandis on BSEDC.
- vi. The successful Bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the members of the service provider and its affiliated partners to the satisfaction of the purchaser
- vii. The Bidder shall notify the purchaser promptly if it is aware of any disclosure of the confidential information otherwise than as permitted by this contract or with the authority of the purchaser
- viii. The purchaser reserves the right to adopt legal proceedings against the Bidder in relation to a dispute arising out of a breach of obligation by the Bidder under this clause

## 22.8.Limitation of Liability and Risk Purchase

- i. Neither Party; nor its subsidiaries or its affiliates will be liable to the other Party, whether in contract, tort (including negligence), strict liability or otherwise, for loss of business, revenue, profits, loss of goodwill or reputation; or indirect, consequential, or special loss, arising in connection with any order, product, service, related documentation, information and/or the intended use thereof, even if a Party has been advised, knew or should have known of the possibility of such damages.
- ii. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of the Bidder for all claims under or in relation to this agreement shall be regardless of the form of claims shall be limited to 100% of the amount to be paid to the MSP by BSEDC under the applicable statement of work that gives rise to such liability (as of the date the liability arose).

## 22.9.Force Majeure

- i) Force Majeure is herein defined as any cause, which is beyond the control of the Service provider or BSEDC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, it including but not limited to:
  - a. act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
  - b. war, hostilities (whether war be declared or not), invasion, the act of foreign enemies,



- 121



under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- vii) The Service Provider shall be excused from the performance of his obligations in whole or part as long as such cases, circumstances or events shall continue to prevent or delay such performance. Neither Party shall have any liability to the other Party in respect of the termination of this Agreement as a result of an event of Force Majeure. Service Provider shall be paid for the supply and services till the last date of termination in case of force majeure
- viii) In the event that the Force Majeure continues for 90 (Ninety) days, the Contract shall be deemed to have been terminated.

## 22.10. Applicability of Liquidated Damages

- i) The Service Provider shall accomplish the scope of work under this Agreement as per the Project Timelines and as per the Service Level Agreements. If the Service Provider fails to achieve the Project Timelines or if it fails to achieve the Service Levels (in the SLAs) for any reason whatsoever, the Service Provider shall be liable to pay liquidated damages as provided as per the table in this RFP Clause “Project Milestone, Timelines & Penalty”. BSEDC shall have the right to determine such extent of fault and liquidated damages in consultation with Service Provider and any other Party as it deems fit. Payment of liquidated damages shall be the sole and exclusive remedies available to BSEDC. Liquidated damages will be as per the Project Milestone, Timelines & Penalty clause and capped at 10% of the total CAPEX value as per the Agreement.
- ii) If the liquidated damages exceed the cap as mentioned in the Agreement, the Purchaser or BSEDC shall have the right to terminate the agreement for default and consequences for such termination as provided in the agreement shall be applicable. In case it leads to termination, BSEDC shall give 60 (Sixty) Days’ notice to the MSP of its intention to terminate the contract and shall so terminate the contract unless during the Sixty days’ notice period, the MSP initiates remedial action acceptable to BSEDC.
- iii) Each of the Parties shall ensure that the range of the Services/Deliverables under the SLA shall not be varied, reduced or increased except with the prior written agreement /consent between the Purchaser and the service provider in accordance with the provisions of change request procedure as set out in this agreement.
- iv) The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands under this Contract only (which includes the Purchaser’s right to claim such amount against Bidder’s Bank Guarantee) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations



- to complete the work or from any other obligations and liabilities under the Contract.
- v) Delay not attributable to the Bidder shall be considered for exclusion for the purpose of computing liquidated damages

## 22.11. ‘Event of Default’ by the Bidder

- i) The failure on the part of the Bidder to perform any of its obligations or comply with any of the terms of this contract which results in a material breach of the contract shall constitute an Event of Default on the part of the Bidder. The Events of Default as mentioned above may include inter-alia the following:
- a. the Bidder has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures (Deliverables) / Contract, or if the Bidder has fallen short of matching such standards/targets as the BSEDC may have designated with respect to any task necessary for the execution of the Scope of Work under this Contract which results in a material breach of the Contract. The above-mentioned failure on the part of the Bidder may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by the BSEDC.
  - b. The Bidder has failed to perform any instructions or directives issued by BSEDC that it deems proper and necessary to execute the scope of work under the contract.
  - c. The Bidder has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the BSEDC, despite being served with a default notice which laid down the specific deviance on the part of the Bidder to comply with any stipulations or standards as laid down by the Bidder
  - d. The Bidder’s team or its affiliated partner(s) has failed to conform with any of the Service/Facility/Specifications/standards as set out in the Scope of Work of this RFP or has failed to adhere to any amended direction, modification or clarification as issued by the BSEDC during the Term of this Contract and which the BSEDC deems proper and necessary for the execution of the Scope of Work under this Contract
  - e. The Bidder has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its RFP/Contract
  - f. There is an order from a court or competent jurisdiction for bankruptcy, insolvency, winding up or there is an appointment of a receiver, liquidator, assignee, or similar official against or in relation to the Bidder.
  - g. The Bidder abandons the project during the Term of the Contract
  - h. The Bidder/Bidder’s team has failed to comply with or is in breach or contravention of any applicable laws.



- ii) Where there has been an occurrence of such defaults inter alia as stated above, the BSEDC shall issue a notice for ‘Event of Default’ to the Bidder, setting out specific defaults/deviances/omissions and providing a notice of Thirty (30) days to enable such defaulting party to remedy the default committed
- iii) Where despite the issuance of notice under ‘Event of Default’ to the Bidder by BSEDC, and if the Bidder fails to remedy the default to the satisfaction of BSEDC, then BSEDC may issue another notice under ‘Event of Default’ or proceed to adopt such remedies as may be available to the BSEDC.

## 22.12. Consequences of ‘Event of Default’

Where an Event of Default subsists or remains uncured beyond a permissible or reasonable time, BSEDC may/shall be entitled to the following

- a) Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of project and services, which the successful bidder shall be obliged to comply with, which may include mutual redetermination of the consideration payable to the successful bidder hereunder. The successful bidder must take additional and all available steps to minimize loss resulting from such an event of default.
- b) BSEDC may issue a written notice of suspension to the successful bidder, and/or suspend all payments to the successful bidder under the contract, provided that such notice of suspension:
  - i. shall specify the nature of the failure; and
  - ii. shall request the successful bidder to remedy such failure within a specified period from the date of issuance of such notice of suspension
- c) Where BSEDC deems necessary it shall have the right to insist the successful bidder for the replacement of any of their subcontractors/vendors with another suitable agency. BSEDC may procure similar services from another Service provider/agency at the cost of successful bidder and BSEDC will also have the right to claim the damages and recover from the successful bidder all losses or other damages that may have resulted from such failure.
- d) BSEDC reserves the right to terminate the contract after 30 days notice period.
- e) BSEDC reserves the right to impose a reasonable amount of penalty, in case of failure to comply or resolve the issue within the 30 days notice period.

## 22.13. Fraud and Corrupt Practices

- i) The service provider and their respective officers, employees, agents, and advisers shall



observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, BSEDC shall reject a proposal without being liable in any manner whatsoever to the service provider, if it determines that the service provider has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (collectively the “Prohibited Practices”) in the selection process. In such an event, BSEDC shall without prejudice to its any other rights or remedies, forfeit and appropriate the proposal security amount, as the case may be, as mutually agreed on genuine pre-estimated compensation and damages payable to the authority for, inter alia, time, cost, and effort of the authority regarding to the RFP, including consideration and evaluation of such proposal.

- ii) Without prejudice to the rights of BSEDC under clause above and the rights and remedies which BSEDC may have under the Lol or the contract agreement, if service provider, as the case may be, is found by BSEDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the Lol or the execution of the agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by BSEDC during a period of minimum 2 years from the date such case may be found by BSEDC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- iii) For the purposes of this section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - a) “Corrupt practice” means engaging in any manner whatsoever, whether during the selection process or after the issue of the Lol or after the execution of the agreement, as the case may be, any person in respect of any matter relating to the project or the Lol or the agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of BSEDC in relation to any matter concerning the Project.
  - b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process; the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of BSEDC who is or has been associated in any manner, directly or indirectly with the selection process or the Lol or has dealt with matters concerning the agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of BSEDC, shall be deemed to constitute influencing the actions of a person connected with the selection process); or
  - c) “Coercive practice” means impairing or harming or threatening to impair or harm,



- directly or indirectly, any persons or property to influence any person’s participation or action in the selection process.
- d) “Undesirable practice” means establishing contact with any person connected with or employed or engaged by BSEDC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or having a conflict of Interest; and
  - e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders to restrict or manipulate a full and fair competition in the selection process.

## 22.14. Exit Management Plan

The Bidder shall not exit from the contract within a stipulated time period of three (3) years after FAT. However, if the Bidder decides to opt out of the contract prematurely it has to notify the authority six months in advance through a written letter; Bidder will not seek ownership rights over the equipment and its PBG will also be forfeited.

If the successful Bidder exits from the contract during the execution within the stipulated period then BSEDC reserves the right to terminate the contract and may ask the next qualified Bidder with second highest total score to match the price of selected Bidder and execute the remaining work as per RFP scope of work.

### I. Purpose

- a) This clause sets out the provisions which will apply upon completion of the contract period or upon the termination of the agreement for default of the Service Provider. The Parties shall ensure that their respective associated entities, in case of BSEDC, GoB, any third party appointed by BSEDC and in case of the Service Provider, carry out their respective obligations set out in this Exit Management Clause. Exit Management criteria will be a part of Master Service Agreement with detailed information about exit criteria and exit management plan.
- b) The exit management period starts, in case of expiry of the contract, or on the date when the contract comes to an end or in case of termination of contract, or on the date when the notice of termination is sent to the Service Provider. The exit management period ends on the date agreed upon by BSEDC or one year after the beginning of the exit management period, whichever is earlier.
- c) The Service Provider shall divest all the project assets at the beginning of the Exit management period to BSEDC at zero value in case of expiry of contract and at the depreciated rate as per Indian Income Tax Act if there is a termination of contract.
- d) The Service Provider shall pay all transfer costs and stamp duty applicable on transfer of project assets except in case the Project is being terminated due to default of BSEDC where



BSEDC shall be responsible for transfer costs and stamp duty, if any. For clarification of doubt, transfer costs in this clause relating to taxes and duties applicable due to the transfer of the INFRASTRUCTURE AUGMENTATION AND SUPPORT OF BSDC 2.0 PHASE II project, if any.

- e) After the amicably commencement of the exit management period, the Service Provider shall ensure
- i. All the IT and Non-IT infrastructure assets including the hardware, software, documentation, and any other related items shall have been cured of all defects and deficiencies as necessary so that the INFRASTRUCTURE AUGMENTATION AND SUPPORT OF BSDC 2.0 PHASE II project is compliant with the specifications and standards set forth in the RFP, Agreement and any other amendments made during the contract period;
  - ii. the Service Provider delivers relevant records and reports pertaining to the INFRASTRUCTURE AUGMENTATION AND SUPPORT OF BSDC 2.0 PHASE II project and its design, engineering, operation, and maintenance including all operation and maintenance records and manuals pertaining thereto and complete as on the divestment date;
  - iii. The Service Provider shall effect such assignments, transfers, licenses and sub-licenses related to any equipment lease, maintenance or service provision agreement between Service Provider and any third party, in favour of BSEDC or any third party appointed by BSEDC if it is required by BSEDC and is reasonably necessary for the continuation of services by BSEDC or any third party appointed by BSEDC;
  - iv. The Service Provider complies with all other requirements as may be prescribed under Applicable Laws to complete the divestment and assignment of all the rights, title and interest of the Service Provider in the INFRASTRUCTURE AUGMENTATION AND SUPPORT OF BSDC 2.0 PHASE II Project free from all encumbrances absolutely and free of any charge or tax to BSEDC or its nominee.

## **II. During the Exit Management period**

- i. The Service Provider will allow BSEDC or any third party appointed by BSEDC, access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable BSEDC or any third party appointed by BSEDC to assess the existing services being delivered;  
The Service Provider shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with the “Contract”, the





Project Plan, SLA and scope of work, relating to any material aspect of the services (whether provided by the Service Provider or sub-contractors appointed by the Service Provider). BSEDC or any third party appointed shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The Service Provider shall permit BSEDC or any third party appointed to have reasonable access to its employees and facilities as reasonably required by BSEDC or any third party appointed to understand the methods of delivery of the services employed by the Service Provider and to assist appropriate knowledge transfer.

- ii. During the exit management period, the Service Provider shall ensure to hand over including but limited to the below listed to BSEDC or any third party appointed by BSEDC
  - Detail of the Works/services completed till date
  - All the Processes, Policies & Guidelines
  - All the Inventory & Assets details (IT, Non-IT and Utilities)
  - All the Data necessary for the Operation & maintenance of project
  - Transfer of all the credentials for all the Equipment/Devices/System
  - Complete Knowledge Transfer (KT) about the complete IT & Non-IT infrastructure and existing solution
  - Proper communication matrix with such like management team, staff, suppliers, BSPs, Customers and any related third party as are necessary during operation.
  - Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to Intellectual Property Rights; any other project data and confidential information; all current and updated Project data as is reasonably required for purposes of uninterrupted operation of the Project
  - All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable any Client or its nominated agencies, or any other service provider to carry out due diligence in order to transition the provision of the Services.
- iii. Before the end of exit management period, the Service Provider will assist in a successful trial run of Network administration, Facility management including helpdesk management by BSEDC or by any third party appointed.





## 22.15. Severability and Waiver

If any provision of this Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part of provision shall not affect the other provisions of this Agreement or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision by a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement of any right, remedy or provision of this Agreement shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

## 22.16. Intellectual Property Rights

- i) BSEDC shall own and have Intellectual Property Rights of all the deliverables which have been developed by the service provider during the performance of Services and for the purposes of inter-alia use of such Services under this Contract. The Bidder undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively conserve the Intellectual Property Rights of the Purchaser.
- ii) The Bidder shall not use confidential information, the name or the logo of the Purchaser except for the purposes of providing the Service as specified under this Contract
- iii) If BSEDC desires, further, the Bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are inter-alia necessary for use of the infrastructure installed by the Bidder, the same shall be acquired in the name of the purchaser, prior to termination of this contract and which shall be assigned by the purchaser to the Bidder for the purpose of execution of any of its obligations under the terms of the tender, Bid or this contract. However, subsequent to the term of this Contract, such approvals etc. shall endure to the exclusive benefit of the Purchaser.
- iv) The Bidder shall ensure that while it uses any Software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of



any person and the Bidder shall keep the purchaser indemnified, as provided in Indemnity clause against all costs, against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder during the course of performance of the Services

- v) No services covered under the contract shall be sold or disposed by the Bidder to BSEDC in violation of any right whatsoever of a third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien.
- vi) BSEDC/GoB have the total rights of all the databases, programs, reports, formats etc. developed/created for this project by the Bidder or any of its subordinates. The Bidder shall continue to retain sole ownership of the pre-existing proprietary knowledge, tools, methodology, templates, works of authorship, materials, information plus any modifications or enhancements thereto and intellectual property content brought in by Bidder to this engagement and/or incorporated in the deliverables submitted by Bidder to BSEDC or created independently of the performance of the Services. For the avoidance of doubt, it is clarified that Bidder or its subcontractor shall have the right to use any works of authorship or other intellectual property that may be included in the Deliverables, to develop for themselves, or for others, materials or processes that may be similar to those produced as a result of the Services. Further, any third-party license other than the hardware and software to be used by the Bidder resources for delivering the deliverables under this Agreement, necessary for the performance of the Services under this Agreement, would need to be procured by BSEDC, Bidder hereby undertakes;
  - Not to provide access to the Intellectual Property of BSEDC to persons other than authorized users to ensure that all authorized users are appropriately notified of the importance of respecting the Intellectual Property Rights of BSEDC and that they are made aware of and undertake to abide by the similar terms and conditions of this Agreement. Not to permit any person, other than the authorized users, to copy, duplicate, translate into any language, or in any way reproduce the Intellectual Property of BSEDC. To effect and maintain reasonable security measures to safeguard the Intellectual Property of BSEDC from unauthorized access or use by any third party other than the authorized users. To notify BSEDC promptly of any unauthorized disclosure, use or copying of the Intellectual Property of BSEDC of which Bidder becomes aware. To change the human resource deployed if BSEDC notifies issue (along with the justifiable ground) in the satisfactory performance of the respective resource.



### 22.17. Failure to agree with terms & conditions of the contract

Failure of the successful bidder to agree with the Terms & Conditions of this tender shall constitute sufficient grounds for the annulment of the award, in which event BSEDC may award the contract to the next successor bidder or call for new bids from the interested Bidders and invoke the PBG of the successful bidder. However, the successful bidder shall be allowed to submit minor deviations without any cost implications and be allowed for the opportunity to mutually discuss its terms and conditions. The final decision in such an occurrence lies with BSEDC.

### 22.18. Audit, Access and Reporting

The Service Provider shall allow access to or its nominated agencies to be restricted to all data related to INFRASTRUCTURE AUGMENTATION AND SUPPORT OF BSDC 2.0 PHASE II which is in the possession or control of the Service Provider or its subcontractors, agents, suppliers etc. and which relates to the provision of the services as set out in the Audit, Access and Reporting Schedule and which is reasonably required by BSEDC to comply with the terms of the Audit, Access and Reporting of this Agreement.

### 22.19. Ownership of Deliverables

- i) Products and fixes: all COTS (Commercial off-the-shelf) products and related solutions and fixes provided pursuant to this RFP shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. The Service Provider would be responsible for arranging any licenses associated with products. “Product” means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to the BSEDC for a license which is published by product owner or its affiliates, or a third party. “Fixes” means product fixes that are either released generally (such as commercial product service packs) or that are provided to BSEDC when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing. All intellectual property rights in any exclusive development to meet the functional requirement of this Agreement shall be owned by BSEDC.
- ii) Training and other material: The ownership of all IPR rights in any and all documents, artefacts, etc. (including all training material) made pursuant to this agreement during the



term for implementation of the project under this agreement will lie with BSEDC.

## 22.20. Terms & Extension of the Project

- i) The term of this Contract shall be till the last date of the completion of O&M services, which include 60 months of Operations & Maintenance after effective date of completion of installation & commissioning i.e. the date of FAT or Go-Live.
- ii) For the purpose of Non-IT, IT & RF equipment implementation and Operation & Maintenance under the project, BSEDC is inviting the agencies to submit their technical and commercial proposal for this project. The broad scope of work, Deliverables and Service level for service provider are mentioned in the RFP. Thus, this order shall be valid for the period of 5 years after completion of implementation i.e. the date of FAT.
- iii) BSEDC may further extend the Operation and Maintenance period for the project, with the same terms and condition on yearly basis, maximum upto two years. The Bidder may request for the extension of the project minimum three months before the completion of the term, but the decision for extension of the project is solely entitled to the BSEDC. The percentage change in, yearly O&M cost shall be decided with the mutual consent of both the parties, after consideration of the change of inflation rate, exchange rate & custom import tariff etc.

## 22.21. Governing Law & Jurisdiction

This Agreement shall be governed by the laws in India and courts in Patna only shall have exclusive jurisdiction over matters relating to or arising from this Agreement.



## 23 Proforma and Schedule

### 23.1 Proforma 1: Proposal Covering Letter

**RFP Reference No. :-** BSEDC/XXXX/20XX

**Dated:** XX/XX/20XX

#### **PROPOSAL COVERING LETTER**

**To,**

**Managing Director,  
Bihar State Electronics Development Corporation (BELTRON) BELTRON  
Bhawan, Shastri Nagar  
Patna – 800023**

**Subject:** Letter of proposal for Selection of System Integrator for “Infrastructure Augmentation and support” of Bihar State Data Center 2.0 Phase II.

Sir,

We have examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide best of quality goods and professional services as required and outlined in the RFP for the Selection of System Integrator for “Infrastructure Augmentation and support” of Bihar State Data Center 2.0 Phase II project to meet such requirements and provide such services as required are set out in the RFP.

While submitting the Bid, we certify that:

- The undersigned is authorized to sign on behalf of us and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP.
- We declare that the prices submitted by us have been arrived at without agreement with any other bidder of this RFP for the purpose of restricting competition.
- We declare that the prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We declare that we have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.
- We declare that the rate quoted in the price bid are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the BSEDC, without any exception.
- We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake that, if our proposal is accepted, to adhere to the Project Timeline and Service Levels given in the RFP for various activities.
- If our proposal is accepted, we will obtain a performance bank guarantee in the given format in the RFP document issued by a Scheduled Commercial Bank in India, acceptable to BSEDC, for a sum equivalent to 10% of our actual price of financial proposal for the due performance of the contract.



- We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the bid opening date and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and BSEDC.
- We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to BSEDC is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead BSEDC as to any material fact.
- We agree that you are not bound to accept the lowest or any tender response you may receive. We also agree that you reserve the right in absolute sense to accept all or any of the products / services specified in the tender response.
- We declare that our bid prices are for the entire scope of the work as specified in the technical specification and bid documents. These prices are indicated as per the bid form attached with our proposal as part of the Financial Bid.

It is hereby confirmed that we are entitled to act on behalf of our corporation/ company/ firm / organization and empowered to sign this document as well as such relevant documents, which may be required in this connection.

Dated this \_\_\_\_\_ Day of 20XX

(Signature)

(In the capacity of)

Having the Power of Attorney & duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of Bidder

Witness Signature:

Witness Name:

Witness Address:



## 23.2 Proforma 2: Declaration of Acceptance of Terms & Conditions and SLA of RFP

**RFP Reference No. :-** BSEDC/XXXXX/20XX

**Dated:** XX/XX/20XX

### **DECLARATION OF ACCEPTANCE OF TERMS & CONDITIONS AND SERVICE LEVEL AGREEMENT**

**To,**

**Managing Director,  
Bihar State Electronics Development Corporation (BELTRON) BELTRON  
Bhawan, Shastri Nagar  
Patna – 800023**

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [BSEDC/XXXX/20XX Dated XX.XX.XXXX] regarding RFP Selection of System Integrator for “Infrastructure Augmentation and support” of Bihar State Data Center 2.0 Phase II Project at BSEDC, Beltron Bhawan, Patna.

I declare that all the provisions of this tender document read along with the proposal submitted by my Company along with my all partners. I certify that I am an authorized signatory of my company and therefore, competent to make this declaration. I further certify that, interpretation made by BSEDC technical committee is the final and binding on me.

We as System Integrator do hereby undertake that we shall Supply, Installation, Commissioning and O&M with the service levels stated in the RFP to provide quality service to BSEDC. However, if the proposed Technical Resources, Non-IT Infrastructure or IT components are found to be insufficient in meeting the RFP scope and/or the service level requirements given by BSEDC, then we will replace and commission the same without any additional cost to BSEDC.

Yours sincerely,

(Seal & Signature of the Authorized signatory of the Bidder) Name and

Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_

Date: \_\_\_\_\_



### 23.3 Proforma 3: Pre-qualification Compliance Cover Letter

**RFP Reference No. :-** BSEDC/XXXXX/20XX

**Dated:** XX/XX/20XX

(Company Letter head)

**To,**

**Managing Director,  
Bihar State Electronics Development Corporation (BELTRON) BELTRON  
Bhawan, Shastri Nagar  
Patna – 800023**

**Subject:** Submission of the pre-qualification compliance in response to the RFP for Selection of System Integrator for “Infrastructure Augmentation and support” of Bihar State Data Center 2.0 Phase II Project

Dear Sir,

We, the undersigned, offer to the supply and installation approach in response to the Request for Proposal for the “Selection of System Integrator for “Infrastructure Augmentation and support” of Bihar State Data Center 2.0 Phase II Project”. We are hereby submitting our pre-qualification compliance in response of the request.

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

We undertake, if our proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP and related corrigendum(s)/addendum(s). We would hold the terms of our bid valid for 180 days as stipulated in the RFP.

We hereby declare that as per RFP requirement, we have not been blacklisted/debarred by any Central/State Government during last five (5) years.

We understand that you are not bound to accept any Proposal, you received.

Yours sincerely,

(Seal & Signature of the Authorized signatory of the Bidder)

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_





## 23.4 Proforma 4: Pre-qualification Compliance Checklist

**RFP Reference No. :-** BSEDC/XXXXX/20XX

**Dated:** XX/XX/20XX

(Company Letter head)

S No	Parameter	Pre-Qualification Criteria	Required Documentary Evidence	Credential File Name	Page no.
1.	Legal Entity	The Bidder should be an established Company registered under the – Indian Companies Act, 1956/2013, since last 5 years from date of bid.	<ul style="list-style-type: none"> <li>Valid documentary proof of: Copy of Certificate of Incorporation, or Copy of Registration Certificate duly signed and stamped by Authorized Signatory; and</li> <li>Copy of GST registration certificate duly signed and stamped by Authorized Signatory</li> </ul> Copies of relevant Certificates of registration Income Tax / PAN		
2.	Financial: Turnover	Average Annual Turnover of the Bidder during the last three financial years, as per the last published audited balance sheets), should be at least (INR) 350 Crores in last three (3) financial years FY 2021-2022, 2022-2023, 2023-2024	<ul style="list-style-type: none"> <li>CA Certificate for Net Worth with CA's Registration No and Seal and Copy of audited profit and loss account and balance sheet of the last three financial years.</li> </ul>		
3.	Financial: Net Worth	The average net worth of the Bidder should be Positive for last three years, FY 2021-2022, 2022-2023, 2023-2024	Copy of audited profit and loss account/ balance sheet of the last three financial years, highlights the requisite figure related to positive net worth profitability.		
4.	Tax registration and GST	The bidder should furnish following information i. COI ii. MOA & AOA iii. GST No iv. Income Tax / Pan Number.	Valid documentary proof of: i. Certificate of Incorporation ii. Memorandum of Association & Articles of Association iii. GST registration document. iv. Income Tax registration / PAN number		



S No	Parameter	Pre-Qualification Criteria	Required Documentary Evidence	Credentia l File Name	Pag e no.
5	Data Center Project experience.	<p>The Bidder experience of Data Center or establishment of Data Center for supply, installation, Commissioning, operations, and maintenance with support of IT equipment such as servers, Network devices, storage and software's in last three (3) Financial Year</p> <p>One order of value &gt;= Rs 80Cr Or Two order value &gt;= Rs 60Cr Or Three order value &gt;= Rs. 40Cr</p>	<p>Copy of work order/Completion certificate</p> <p>MSA where total value and detailed scope of work is mentioned</p>		
6	Technical Manpower	<p>Bidder must have on its roll at least 50 technically qualified professionals in the ICT domains/Datacentre/Cyber security with ITIL/ CCNA/JNCA CCNP/JNCP/ RHCA /CSSA / MCP/ MCSE/ RHCE or equivalent certification</p>	<p>Certificate from bidder's letter Head of HR Department for the 50 number of Technically Qualified professionals employed by the company in the following format. HR certificate on company's letterhead stating the points with employee Name, Qualification, Certification to be submitted along with copy of the relevant certificate</p>		
7	Certifications	<p>The Bidder must have following Certificate at the time of bidding,</p> <p>a. CMMi Level-3 or above b. ISO 9001:2015 c. ISO/IEC 20000 :2018 d. ISO/IEC 27001:2022</p>	Copy of Valid Certificate.		
8	Blacklisting	<p>The bidder must not be blacklisted or debarred, or bidder should not have its O&amp;M suspended during the project contract period by any Government/Public Sector organization in India at the time of submission of the response to this RFP.</p>	<p>Bidder should Submit undertaking on Rs. 100/- stamp paper.</p>		

We hereby confirm that all the above information and statements made in this eligibility criteria are true and accept that any misinterpretation contained in it may lead to our disqualification.



Yours sincerely,

(Seal & Signature of the Authorized signatory of the Bidder)

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_



### 23.5 Proforma 5: Technical Qualification Compliance Cover Letter

**RFP Reference No. :-** BSEDC/XXXXX/20XX

**Dated:** XX/XX/20XX

(Company Letter head)

**To,**

**Managing Director,  
Bihar State Electronics Development Corporation (BELTRON) BELTRON  
Bhawan, Shastri Nagar  
Patna – 800023**

**Subject:** Submission of the Technical bid in response to the RFP for Selection of System Integrator for “Infrastructure Augmentation and support” of Bihar State Data Center 2.0 Phase II

Sir,

We, the undersigned, offer to the supply and installation approach in response to the Request for Proposal for the “Selection of System Integrator for “Infrastructure Augmentation and support” of Bihar State Data Center 2.0 Phase II Project”. We are hereby submitting our technical proposal in response of your request.

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

We undertake, if our Technical Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Data sheet.

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

We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

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

Yours sincerely,

(Seal & Signature of the Authorized signatory of the Bidder)

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_



## 23.6 Proforma 6: Technical Qualification Compliance Checklist

RFP Reference No. :- BSEDC/XXXXX/20XX

Dated: XX/XX/20XX

(Company Letter head)

Sl. No.	Description	Maximum Score	Scoring Mechanism	Credentials Required
1	Average Annual Turnover of the Bidder during the last three (3) financial years, as mentioned in eligibility criteria, minimum 350 Crores	15	When Annual turnover is:  10 Marks for 350 Crore turnover AND additional 2.5 mark for every additional 100 Crore turnover	Copy of audited Balance Sheets and Profit and Loss (P/L) statement or Certificate from the statutory auditor
2	The Bidder's average annual turnover in last three (3) financial years from IT & ITeS business segment in last three (3) financial years as on March 31, 2024	10	When Annual turnover is:  5 Marks for 250 Crore turnover AND additional 2.5 mark for every additional 50 Crore turnover	Copy of audited Balance Sheets and Profit and Loss (P/L) statement or Certificate from the statutory auditor Clearly mentioned IT & ITeS Average annual Turnover
3	Bidder should have experience of projects regarding Implementing/ operation & maintenance/FMS of data centre in last three (3) Financial Years in Central / State/PSU in India, as on last date of Bid submission.	30	<ul style="list-style-type: none"> <li>• 15 marks for each project of project value <math>\geq</math> INR 80 Crore</li> </ul> Or <ul style="list-style-type: none"> <li>• 10 marks for each project of project value <math>\geq</math> INR 60 Crore and <math>&lt;</math> INR 80 Crore</li> </ul> Or <ul style="list-style-type: none"> <li>• 5 marks for each project of Value <math>\geq</math> INR 40 Crore and <math>&lt;</math> INR 60 Crore</li> </ul>	<ul style="list-style-type: none"> <li>• Copy of work order/Completion certificate</li> <li>• MSA where total value and detailed scope of work is mentioned</li> </ul>
4	Bidder must have on its own pay roll at least 50 technically qualified professionals in the ICT domains/Datacenter/Cyber	15	•50 technically qualified	HR certificate on company's letter head stating the points with employee Name, Qualification, Certification to be



Sl. No.	Description	Maximum Score	Scoring Mechanism	Credentials Required
	security with ITIL/ CCNA/JNCA CCNP/JNCP/ RHCA /CSSA / MCP/ MCSE/ RHCE or equivalent certification.		professionals: 10 Marks  • additional 2.5 mark for additional 25 technically qualified professionals  Note: Maximum 50 additional technically qualified professionals are considered	submitted along with copy of the relevant certificate
5	Technical Presentation for Project execution	30	Approach & Methodology, Project Plan, Proposed Time sheet, Operation & Maintenance Plan, Integration of BoM with current infrastructure	Bidder to mention clearly in Technical Presentation

We hereby confirm that all the above information and statements made in this technical qualification compliance are true and accept that any misinterpretation contained in it may lead to our disqualification.

Yours sincerely,

(Seal & Signature of the Authorized signatory of the Bidder) Name and

Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_



## 23.7 Proforma 7: Signatory Authorization Certificate

**RFP Reference No. :-** BSEDC/XXXXX/20XX

**Dated:** XX/XX/20XX

***(To be executed on Non – judicial stamp paper of min INR 100/- and document duly attested by notary public)***

### **CERTIFICATE AS TO AUTHORISED SIGNATORIES**

**To,**

**Managing Director,  
Bihar State Electronics Development Corporation (BELTRON) BELTRON  
Bhawan, Shastri Nagar  
Patna – 800023**

**<Bidder's Name>** \_\_\_\_\_, **<Designation>**

\_\_\_\_\_ is hereby authorized to sign relevant documents on behalf of the company in dealing with Tender of reference RFP Number - BSEDC/XXXX/20XX & **<Date>**

\_\_\_\_\_. He/she is authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said tender.

Thanking you,

Authorized Signatory's Signature & Date : \_\_\_\_\_

Authorized Signatory Name: \_\_\_\_\_

Authorized Signatory Designation: \_\_\_\_\_

UID No. of the Authorized Signatory \_\_\_\_\_

Authorizer's Signature & Date : \_\_\_\_\_

Authorizer Name : \_\_\_\_\_

Authorizer Designation \_\_\_\_\_

Company's Name & Seal :



## 23.8 Proforma 8: Format for furnishing Earnest Money Deposit (EMD)

**RFP Reference No. :-** BSEDC/XXXXX/20XX

**Dated:** XX/XX/20XX

### **EARNEST MONEY DEPOSIT (EMD)**

Whereas \_\_\_\_\_ (hereinafter called the “tenderer”) has submitted their offer dated DD/MM/YYY for the XXXX, hereinafter called the “tender”) against the purchaser’s tender enquiry no. BSEDC/XXXX/2024 Dated DD/MM/YYYY KNOW ALL MEN by these presents that We \_\_\_\_\_ < Bank Name> of

\_\_\_\_\_ having our registered office at \_\_\_\_\_

\_\_\_\_\_ are bound unto \_\_\_\_\_

\_\_\_\_\_ (hereinafter called the “Purchaser) in the sum of \_\_\_\_\_

\_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed of the Bank this \_\_\_\_ day of \_\_\_\_\_, 2024.

### THE CONDITIONS OF THIS OBLIGATION ARE:

If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

If the tenderer having been notified of the acceptance of his tender by the purchaser during the period of its validity:-

If the tenderer fails to furnish the Performance Security for the due performance of the contract. Fails or refuses to accept/execute the contract.

we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 180 days from the last date of tender submission date/ tender validity date and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

\_\_\_\_\_

Name and designation of the officer

\_\_\_\_\_  
Seal, name & address of the Bank and address of the Branch





### 23.9 Proforma-9: Format for Pre-Bid Query/Clarification Request

**RFP Reference No. :-** BSEDC/XXXXX/20XX

**Dated:** XX/XX/20XX

#### **PRE-BID QUERIES/CLARIFICATION REQUEST**

Bidders seeking specific points of clarification are required to submit their queries strictly following the format outlined below:-

Request for Pre-bid Queries/ Clarification							
Name of the Firm/Company:							
Date:							
S. No.	RFP Page Number	RFP Section Number	Sub point of RFP Section Number	Name of the RFP Particular / Section/ Item	Content of RFP requiring Clarification	Points of Clarification/ Change Required	Justification for Change requested
1.							
2.							
3.							
4.							

**Note :** Bidders are also required to share their queries in an **MS Excel** document, following the format outlined above.

(Seal & Signature of the Authorized signatory of the Bidder)

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Location & date: \_\_\_\_\_



### 23.10 Proforma 10: Format for Undertaking on Restriction of Products from Land Border

**RFP Reference No. :-** BSEDC/XXXXX/20XX

**Dated:** XX/XX/20XX

#### **UNDERTAKING ON LAND BOERDER**

We M/s ----- << Company Name with Head office Address >> hereby declare that we have read the clause regarding restrictions on procurement from a OEM/Supplier/Dealer of a country which shares a land border with India as per office memorandum dated 23 July 2020 Rule 144(xi) in General Financial Rule (GFRs), 2017 and all addendums and clarifications issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India (F. No. 6/18/2019-PPD dated 23.07.2020).

We certify that our all the quoted products in this tender/RFP (RFP Number - BSEDC/XXXX/20XX Dated DD/MM/YYYY) are not from such a country and fulfills all requirements in this regard and is eligible to be considered.

Yours sincerely,

(Seal & Signature of the Authorized signatory of the Bidder)

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_



### 23.11 Proforma 11: Format for Undertaking on Non-Blacklisted/debarred

**RFP Reference No. :-** BSEDC/XXXXX/20XX

**Dated:** XX/XX/20XX

***(To be executed on Non – judicial stamp paper of min INR 100/- and document duly attested by notary public)***

#### **UNDERTAKING ON NON-BLACKLISTED/DEBARRED**

This is to certify that << COMPANY NAME >> is not blacklisted/debarred by the Government of Bihar or any of its agencies for any reasons whatsoever and not blacklisted/debarred 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 as on the tender submission date.

Yours sincerely,

(Seal & Signature of the Authorized signatory of Bidder) Name and

Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_



### 23.12 Proforma 12: Format for OEM/Manufacturer Authorization Letter (MAF)

**RFP Reference No. :-** BSEDC/XXXXX/20XX

**Dated:** XX/XX/20XX

**To,**

**Managing Director,**

**Bihar State Electronics Development Corporation (BELTRON) BELTRON**

**Bhawan, Shastri Nagar**

**Patna – 800023**

**Subject:** OEM/Manufacturer Authorization Letter (MAF) for Supply of equipment/devices for Selection of System Integrator for “Infrastructure Augmentation and support” of Bihar State Data Center 2.0 Phase II Project.

Sir,

We \_\_\_\_\_, (name and address of the OEM/manufacturer) who are established and reputed manufacturers of \_\_\_\_\_ (name or list of the item/devices/equipment) having factories at \_\_\_\_\_ (addresses of manufacturing locations) do hereby authorize M/s \_\_\_\_\_ (name and address of the Bidder) to submit the bid, negotiate and conclude the contract with you against the above mentioned tender for the below listed equipment manufactured by us.

Sr. No.	Item Description	Make	Model

Yours faithfully,

For and on behalf of M/s \_\_\_\_\_ (Name of the OEM/Manufacturer) Seal &

Signature of OEM/Manufacturer \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Designation: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_



### 23.13 Proforma 13: Format for OEM/Manufacturer acceptance for Full Support

**RFP Reference No. :-** BSEDC/XXXXX/20XX

**Dated:** XX/XX/20XX

**To,**

**Managing Director,  
Bihar State Electronics Development Corporation (BELTRON) BELTRON  
Bhawan, Shastri Nagar  
Patna – 800023**

**Subject:** Letter of acceptance for full support of supplied equipment/software/license under Selection of System Integrator for “Infrastructure Augmentation and support” of Bihar State Data Center 2.0 Phase II Project

Sir,

We \_\_\_\_\_, (name and address of the manufacturer) who are established and reputed manufacturers of \_\_\_\_\_(name or list of the item/devices/equipment) having factories at \_\_\_\_\_(addresses of manufacturing locations) do hereby assure that we would support our equipment/software/license and freely upgrade them for a period of minimum Five Years of Operations and Maintenance, from the date of FAT/Go-Live of the project, by M/s \_\_\_\_\_(Name and address of the Bidder) who has proposed to use Supply, Installation, Commissioning and O & M of Selection of System Integrator for “Infrastructure Augmentation and support” of Bihar State Data Center 2.0 Phase II Project or his successor. We would also adhere to the timelines for maintenance as indicated in this RFP by closely working with the bidder for a period of minimum Three Years from the date of go-live/ FAT of the equipment. We abide by the commercials quoted by the bidder for Three years from the date of successful commissioning of equipment(s) i.e. FAT.

We confirm that the products quoted will not announce their End of Support (EoS) or End of Support Life (EoSL) for a minimum Seven Years from the date of supply of the equipment. If EoS or EOSL will announce for any of the product during the O&M period then we commit to provide an upgraded product/equipment/solution as per the requirement of the project, at no additional cost to BSEDC.

We confirm that we will provide our full support for minimum five years from the date of FAT/Go-Live for the below listed equipment manufactured by us and supplied under above mentioned tender.

Sr. No.	Item Description	Make	Model	Warranty & Support covered from the date of FAT/Go-Live (In Years)
1.				
2.				



3.				
4.				

Yours faithfully,

For and on behalf of M/s \_\_\_\_\_ (Name of the OEM/Manufacturer)

Seal & Signature of OEM/Manufacturer: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Designation: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_



## 23.14 Proforma 14: Commercial Quote

To,

The Managing Director,  
BSEDC Limited,  
Beltron Bhawan, Shastri Nagar, Patna 800023.

Sir,

Commercial quote for Selection of System Integrator for “Infrastructure Augmentation and support” of Bihar State Data Center 2.0 Phase II in terms of the Tender no. .... dated .....

Commercial for Infrastructure Augmentation and support” of Bihar State Data Center 2.0 Phase II with 3 year warranty						
SL. No	Item Description	Qty (A)	UOM (B)	Unit Price (INR) (C)	GST on unit rate (INR) (D)	Total Amount including Taxes with three years support $E=(C+D)*A$
1	Blade Server with enclosure, installation & commissioning with 3 years Support	64	Nos			
2	Rack Server with installation & commissioning with 3 years Support	32	Nos			
3	Access SAN Switch, with licence, cable & connectors with installation & commissioning with 3 years Support	4	Nos			



**Commercial for Infrastructure Augmentation and support” of Bihar State Data Center 2.0 Phase II with 3 year warranty**

<b>SL. No</b>	<b>Item Description</b>	<b>Qty (A)</b>	<b>UOM (B)</b>	<b>Unit Price (INR) (C)</b>	<b>GST on unit rate (INR) (D)</b>	<b>Total Amount including Taxes with three years support E=(C+D)*A</b>
4	Access switch (Type 1) with cable & connectors, installation & commissioning with 3 years Support	4	Nos			
5	Access switch (Type 2) with cable & connectors, installation & commissioning with 3 years Support	4	Nos			
6	Additional 100G QSFP for exiting access Switch (type -1) 3 years Support	60	Nos			
7	Additional licence of Redhat open stack platform with Satellite 3 years Support	40	Nos			
8	Additional licence of Redhat open stack platform (without guest OS) with	10	Nos			





**Commercial for Infrastructure Augmentation and support” of Bihar State Data Center 2.0 Phase II with 3 year warranty**

<b>SL. No</b>	<b>Item Description</b>	<b>Qty (A)</b>	<b>UOM (B)</b>	<b>Unit Price (INR) (C)</b>	<b>GST on unit rate (INR) (D)</b>	<b>Total Amount including Taxes with three years support E=(C+D)*A</b>
	satellite 3 years Support					
9	Storage (1Pb) with installation, commissioning, and 3 years Support	1	Nos			
10	Storage (capacity enhancement with 500TB of existing NetApp AFF A800) with installation, commissioning, and 3 years Support	1	Nos			
11	Additional licence EMS Software Licence - up to 750 node 3 years Support	1	Nos			
12	Additional licence with upgrade of SLB with WAF with installation, commissioning, and 3 years Support.	2	Nos			
13	Additional licence with	2	Nos			



**Commercial for Infrastructure Augmentation and support” of Bihar State Data Center 2.0 Phase II with 3 year warranty**

SL. No	Item Description	Qty (A)	UOM (B)	Unit Price (INR) (C)	GST on unit rate (INR) (D)	Total Amount including Taxes with three years support $E=(C+D)*A$
	upgrade of LLB with installation, commissioning, and 3 years Support					
14	Additional licence with upgrade of DDoS with installation, commissioning and 3 years Support	2	Nos			
15	Additional licence of AAA 3 years Support	2	Lot			
16	Additional licence of SDN 3 years Support	8	Nos			
17	Identity and Access Management with 3 years warranty	1	Nos			
18	Additional 750 Server Security solution (HIPS) Licences 3 years Support	750	Node			
19	Upgradation of existing NIPS with installation,	2	Nos			



**Commercial for Infrastructure Augmentation and support” of Bihar State Data Center 2.0 Phase II with 3 year warranty**

SL. No	Item Description	Qty (A)	UOM (B)	Unit Price (INR) (C)	GST on unit rate (INR) (D)	Total Amount including Taxes with three years support $E=(C+D)*A$
	commissioning and 3 years Support					
20	D2D (500Tb)-with installation, commissioning and 3 years Support	1	Nos			
21	Tape Library solution with 16 tape drive with 3 years support	1	Nos			
22	Additional 250 Backup solution licence with 3 years support	1	Nos			
23	LTO 8 Cartridge with cleaning cartridge with 3 years support	500	Nos			
24	Additional 5000 EPS licence with upgrade of existing SIEM with 3 years support	1	Lot			
25	SQL server 2022 standard 2 core perpetual license with software	100	Nos			



Commercial for Infrastructure Augmentation and support” of Bihar State Data Center 2.0 Phase II with 3 year warranty						
SL. No	Item Description	Qty (A)	UOM (B)	Unit Price (INR) (C)	GST on unit rate (INR) (D)	Total Amount including Taxes with three years support $E=(C+D)*A$
	assurance for 200 core with 3 yrs support					
26	Win Server 16 core (DC) OS Licence	20	Nos			
27	Paper Shredder with 3 Yrs support	1	No.			
28	Manpower (Project Coordinator) for 3 yrs	1	Nos			
29	Total amount (inclusive of all taxes) in figure					
30	Total amount (inclusive of all taxes) in word					

Note: -

- I. Bidder has to submit MAF for all the line item except Paper Shredder.
- II. Bidder must provide 3 Yrs support with installation and commissioning and same to be scoped in the bill of material as required.
- III. Quantity may vary 25%+-Variation in quantity on the same rate within the project lifecycle of 3 yrs.
- IV. Bidder must integrate (hardware & software) with the existing BSDC 2.0 installed / commissioned devices.
- V. All the software licence to be procure with 3 yrs warranty from day of Golive.
- VI. If the bidder is unable to achieve the desired outcome as per the scope of work, then, in that, case competent authority may instruct bidder to replace the device / impose applicable penalty.
- VII. Bidder shall include all cables & accessories for storage connectivity along with installation and commissioning services.
- VIII. Bidder has to install the hardware / software through OEM/Authorised solution partner, Department will validate/check the resource deployed during implementation.
- IX. The date of go-live will be treated from the final UAT of the devices/solution.



Seal & Signature of OEM/Manufacturer: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Designation: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_



### 23.15 Proforma 15: Format for Warrant Certificate

**RFP Reference No. :-** BSEDC/XXXXX/20XX

**Dated:** XX/XX/20XX

(On Bidder's Letterhead)

**To,**

**Managing Director,  
Bihar State Electronics Development Corporation (BELTRON) BELTRON  
Bhawan, Shastri Nagar  
Patna – 800023**

Sir,

We warrant that the equipment(s) supplied under the contract would be newly manufactured, free from all encumbrances, defects and faults in material or workmanship or manufacture, shall be of the highest grade and quality, shall be consistent with the established and generally accepted standards for materials of the type ordered, shall be in full conformity with the specifications, drawings of samples, if any, and shall operate as designed. We shall be fully responsible for its efficient and effective operation. We also warrant that the services provided under the contract shall be as per the Service Level Agreement (SLA) with GoB/BSEDC.

The obligations under the warranty expressed above shall include all costs relating to labour, spares, maintenance (preventive as well as unscheduled), and transport charges from site to manufacturer's works / service facilities and back for repair or modification or replacement at site of the equipment or any part of the equipment, which under normal care and proper use and maintenance proves defective in design, material or workmanship or fails to operate effectively and efficiently or conform to the specifications and for which notice is promptly given by GoB/BSEDC to us (Bidder). We shall provision on-site support for all the equipment and services supplied hereunder during the warranty period of 3 years from the date of FAT and also provide the entire services for this period.

(Seal & Signature of the Authorized signatory of the Bidder)

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_



## 23.16 Proforma 16: Format for Total Annual Turnover &amp; Net worth Detail

RFP Reference No. :- BSED/XXXXX/20XX

Dated: XX/XX/20XX

(On the Applicant Statutory Auditors Letterhead)

**ANNUAL TURNOVER & NET WORTH DETAIL**

This is to certify that we M/s----- are the statutory Auditors of M/s-----and that the below mentioned calculations are true as per the Audited Financial Statements of M/s----- for the below mentioned years.

S. No.	Financial Year	Annual Turnover (INR Crores)	Average Annual Turnover in 5 years (INR Crores)
1	Financial Year 2021-22		
2	Financial Year 2022-23		
3	Financial Year 2023-24		

**Note:** The audited Financial Statements for the corresponding year (Which ever would be applicable for the Bidder) have to be enclosed.

S. No.	Financial Year	Annual Net Worth (INR Crores)
1	Financial Year 2021-22	
2	Financial Year 2022-23	
3	Financial Year 2023-24	

**Note:** The audited Financial Statements for the corresponding year (Which ever would be applicable for the Bidder) have to be enclosed.

Company Secretary / Statutory Auditor /Chartered Accountant Name of

Signatory:

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_



### 23.17 Proforma 17: Format for Turnover detail from IT/ITeS, System Integration activities

**RFP Reference No. :-** BSEDC/XXXXX/20XX

**Dated:** XX/XX/20XX

(On the Applicant Statutory Auditors Letterhead)

#### **Turnover Detail IT/ITeS, System Integration Activities**

This is to certify that we M/s----- are the statutory Auditors of M/s -----and that the below mentioned calculations are true as per the Audited Financial Statements of M/s----- for the below mentioned years.

S. No.	Financial Year	Turnover for IT/ITeS System Integration (INR Crores)	Average Turnover in 3 years (INR Crores)
1	Financial Year 2021-22		
2	Financial Year 2022-23		
3	Financial Year 2023-24		

Company Secretary / Statutory Auditor /Chartered Accountant Name of

Signatory:

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_





### 23.18 Proforma 18: Statement of Null Deviation from Requirement/Specifications

**RFP Reference No. :-** BSEDC/XXXXX/20XX

**Dated:** XX/XX/20XX

**To,**

**Managing Director,  
Bihar State Electronics Development Corporation (BELTRON) BELTRON  
Bhawan, Shastri Nagar  
Patna – 800023**

Sir,

We hereby declare that there are no technical deviations (null deviations) from the requirement specifications of tendered items and schedule of requirements. The entire work shall be performed as per your document and specifications. We agree to submit our bid with no exhaustion/ null technical deviations and variations from the requirement specifications of tendered items and schedule of requirements. We certify that the entire work shall be performed as per your specifications and documents.

Thanking you,

(Seal & Signature of the Authorized signatory of the Bidder)

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_



### 23.19 Proforma 19: Format for confirmation for Presence in Bihar

**RFP Reference No. :-** BSEDC/XXXXX/20XX

**Dated:** XX/XX/20XX

**To,**

**Managing Director,  
Bihar State Electronics Development Corporation (BELTRON) BELTRON  
Bhawan, Shastri Nagar  
Patna – 800023**

Sir,

We hereby declare that the below is our local Office/establishment address and detail. We have an office in Patna, Bihar having << NUMBER>> of technically qualified professionals are deployed, which shall readily be available Selection of System Integrator for “Infrastructure Augmentation and support” of Bihar State Data Center 2.0 Phase II.

S No.	Location	Full Address	Phone/ Fax	GST No.	Operation since
-------	----------	--------------	---------------	---------	-----------------

1.

2.

NB: Need to submit the respective documents for the validation of above detail submitted by Bidder. Attach a HR declaration for available technically qualified professionals at Patna office.

(Seal & Signature of the Authorized signatory of the Bidder)

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_



## 23.20 Proforma 20: Format for Company Profile of Bidder

R RFP Reference No. :- BSEDC/XXXXX/20XX

Dated: XX/XX/20XX

**COMPANY PROFILE OF THE BIDDER**

Requirements	Details	Remarks
Name of the Company/Firm		
Details of Incorporation of the Company		
Date of Incorporation		
Registration Number & Registering Authority		
Details of Commencement of the Business		
Date of Commencement of Business		
Nature of Business of Company in India		
GST and PAN No.		
Legal Status of the Company in India (Public Ltd Company/ Private / Partnership Firm)		
Address of the Registered Head Office in India		
Address of the Registered office /Site Office of the firm in Bihar (If any)		
Active ISO/ SEI CMMI Level status (Enclosed Certificate)		
Details of the Authorized Person in reference to this Tender- Name: Designation: E-mail id: Phone & Fax number:		
Company Website & E-mail ID for any grievance		

We hereby confirm that all the above information and statements made in this eligibility criteria are true and accept that any misinterpretation contained in it may lead to our disqualification.

Yours sincerely,

(Seal & Signature of the Authorized signatory of the Bidder)

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_



### 23.21 Proforma 21: Format for Project Citations for Bidder

**RFP Reference No. :-** BSEDC/XXXXX/20XX

**Dated:** XX/XX/20XX

As per the format below, the Bidder/s should provide information for each project, required under pre- qualification and technical evaluation criteria

Project Citation Form	
<b>General Information</b>	
1.	Name of the Project:
2.	Subject of the LOI/WO/PO issued for the project:
3.	Name of the LOI/PO/WO Issuing authority:
4.	Name of the client for which the project was executed:
5.	Status of the client (State/ Central Government / PSU)
6.	Name and Contact detail of the client (Name, Designation, Phone Number, Email ID, Office Address):
<b>Project Details</b>	
1.	Description of the project
2.	Scope of Services included in the project
3.	Project SOW also included the FMS Services (Yes/No)
4.	Service level being Offered/ Quality of Services (QOS)
5.	Geographical Coverage (No. of locations the project covers)
6.	Technology Used
7.	Outcome/Purpose of the project



### Project Citation Form

#### Other Details

1. Start Date of the project

---

- Current Status of the project
2. (Work in Progress /PAT/FAT/Go-Live/ completed or Extended after completion)

---

3. Contract duration of the project (without any extension) (Years & Months)

---

4. Date of PAT/FAT/Go-Live/ Completed

---

5. Dates of extension/s, Period of extension/s & Date of completion the project after last extension. (In case of any Extension obtained)

---

6. Total duration of the project (with all extension(s)) (Years & Months)

---

7. Total initial Cost of the project (Order Value of the project)

---

8. Total Cost of the extension (In case of any extension obtained)

---

9. Total Final Cost of the project (Including the extension cost (if any))

---

#### Other Relevant Information

1. Letter from the client to indicate current status (FAT/Go-Live/successful completion of the project) (letter need to attach)

---

2. Any other letter from the client in respect of the project like experience certificate /any other certificate (Letter need to attach)

---

3. Copies of Work Order (WO)/ Purchase Order (PO) / Letter of intent (LOI) & letter of extension (If any) with extract from the signed contract copy (MSA) show casing the project value and scope of work

---



**Note:-** As per the above table content, details of each project shall be provided in separate table, relevant for pre-qualification and technical evaluation criteria.

I do hereby acknowledge that the details provided above are true to best of my knowledge.

Yours sincerely,

(Seal & Signature of the Authorized signatory of the Bidder)

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_



### 23.22 Proforma 22: Format to providing detail & CVs of Key Personnel

**RFP Reference No. :-** BSEDC/XXXXX/20XX

**Dated:** XX/XX/20XX

#### **Summary of Proposed Manpower during project implementation phase**

The Bidder shall provide the summary table of details of the human resource that will be deployed onsite for this project during the implementation phase.

S No	Name of Resource	Resource Designation	Academic Qualifications	Certifications	Relevant Experience
1					
2					
3					
--					
--					
--					

I hereby declare that the above-mentioned resource would be available for the project for timely implementation of the project.

Yours sincerely,

(Seal & Signature of the Authorized signatory of the Bidder) Name and

Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_



### **Curriculum Vitae (CV) format for Proposed Key Resource during Implementation Phase**

The Bidder shall provide the CVs of the proposed human resource that will be deployed onsite for this project during the project implementation phase.

1. Name of the person:

---

2. Proposed Role in the Project:

---

3. Academic Qualifications:

Degree	Year of Passing From - To	Institution/ University	Specialization (If Any)
--------	------------------------------	----------------------------	----------------------------

---

4. Professional Certifications with ID (if any):

---

5. Total Experience (Years):

---

6. Summary of the Professional Experience:

---

7. Previous Project Experiences:

#### **Project details & Work Done in Brief**

8. Employment Record:

---

I hereby declare that the above-mentioned resource would be available during the implementation phase of the project.

Yours sincerely,

(Seal & Signature of the Authorized signatory of the Bidder) Name and

Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_





### 23.23 Proforma 23: Detail Timeline and Work Plan with proposed Manpower Strength

**RFP Reference No. :-** BSEDC/XXXXX/20XX

**Dated:** XX/XX/20XX

The Bidder is supposed to specify a detailed work plan for all activities that will be carried out during the project implementation phase and proposed engagement of manpower strength on monthly basis.

Planned Activities, Months & Manpower Strength during Implementation											
#	List of Activities	1	2	3	4	5	6	7	8	9	10
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											

Above table is indicate some of the main activities of the assignment, including delivery of reports (e.g. inception, interim and final reports) and other benchmarks such as Customer approvals. Duration of activities shall be indicated in the form of a bar chart.



Please specify other activity (Addition or Deletion), if not listed in the table (as per Bidder solution).

Yours sincerely,

(Seal & Signature of the Authorized signatory of the Bidder)

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_



### 23.24 Proforma 24: Format for Unpriced Bill of Material

**RFP Reference No. :-** BSEDC/XXXXX/20XX

**Dated:** XX/XX/20XX

The Bidder should provide the detail of proposed Bill of Material (BoM) in the below format. Bidder should refer to the required equipment/solution list under the BOQ section of this RFP. Kindly note that any additional items required should be clearly mentioned under remarks column. Also note that details of the make/brand and model against each line item, wherever applicable, should be mentioned. The Bidder may add any additional line item (with adequate details) in the proposed BoM table below (towards the end of the table), that may be required to fulfil the proposed solution and project requirements in totality. Kindly note that the indicative/estimated quantity provided in the RFP would be used for evaluation purposes; however, the payment would be done on actual delivery basis.

Sl. No.	Product Details (Parent & it's child)	Part Code (Parent & it's child)	Make	Model	Qty.	Remarks

Attach detailed Specifications compliance, Data Sheets and provide reference number in remarks column.

Yours sincerely,

(Seal & Signature of the Authorized signatory of the Bidder) Name and

Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_



## 23.25 Proforma 25: Undertaking on Exit Management and Transition

**RFP Reference No. :-** BSEDC/XXXXX/20XX

**Dated:** XX/XX/20XX

(On the Bidder's Letterhead)

### **Undertaking on Exit Management and Transition**

**To,**

**Managing Director,  
Bihar State Electronics Development Corporation (BELTRON) BELTRON  
Bhawan, Shastri Nagar  
Patna – 800023**

**Subject:** Undertaking on Exit Management and Transition Sir,

1. I/We hereby undertake that at the time of completion of our engagement with BSEDC, either at the End of Contract or termination of Contract before planned Contract Period for any reason, we shall successfully carry out the exit management and transition of this Project to BSEDC or to an agency identified by BSEDC to the satisfaction of BSEDC. I/We further undertake to complete the following as part of the Exit management and transition:
  - a. We undertake to complete the updation of all Project documents and other artefacts and handover the same to BSEDC before transition.
  - b. We undertake to design standard operating procedures to manage system (including application and IT systems), document the same and train BSEDC personnel on the same.
  - c. If BSEDC decides to take over the operations and maintenance of the Project on its own or identifies or selects any other agency for providing operations & maintenance services on this Project, then we shall provide necessary handholding and transition support, which shall include but not be limited to, conducting detailed walkthrough and demonstrations for the IT Infrastructure, handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working / performance levels of the ICT components , conducting Training sessions etc.

I/We also understand that the Exit management and transition will be considered complete on the basis of approval from BSEDC.

Yours sincerely,

(Seal & Signature of the Authorized signatory of the Bidder)

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_



## 23.26 Proforma 26: Financial Proposal Cover Letter

**RFP Reference No. :-** BSEDC/XXXXX/20XX

**Dated:** XX/XX/20XX

(Company Letter head)

To,

**Managing Director,  
Bihar State Electronics Development Corporation (BELTRON) BELTRON  
Bhawan, Shastri Nagar  
Patna – 800023**

**Subject:** Submission of Financial proposal for “Selection of System Integrator for “Infrastructure Augmentation and support” of Bihar State Data Center 2.0 Phase II Project”.

Sir,

We, the undersigned Bidder, having read and examined in detail the tender documents for “RFP for Selection of System Integrator for “Infrastructure Augmentation and support” of Bihar State Data Center 2.0 Phase II Project”. I / we do hereby propose to provide services as specified in the Tender documents number **BSEDC/XXXX/20XX Dated XX/XX/XXXX**

### 1. PRICE PROPOSAL AND VALIDITY

All the prices mentioned in our Tender are in accordance with the terms as specified in the tender documents. All the prices and other terms and conditions of this tender are valid for a period of 180 days as desired in the tender

We hereby confirm that our Tender prices include all taxes. However, all the taxes are quoted separately under relevant sections.

We hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

### 2. UNIT RATES

We have indicated in the relevant schedules enclosed the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

### 3. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the tender documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, if any, found in the Tender documents, other than those stated in deviation schedule, shall not be given effect to.

### 4. TENDER PRICING

We further confirm that the prices stated in our proposal are in accordance with your Instruction to Bidders included in



Tender documents.

## 5. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

## 6. PROPOSAL PRICE

We declare that our Proposal Price is for the entire scope of the work as specified in the Schedule of Requirements and Tender documents.

## 7. PERFORMANCE BANK GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the PBG bond in the form prescribed in Proforma of Bank Guarantee towards PBG and as per General Conditions of Contract. We hereby declare that our tender is made in good faith, without collusion or fraud and the information contained in the tender is true and correct to the best of our knowledge and belief. We understand that our tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no technical deviations are attached here with this commercial offer.

Yours sincerely,

(Seal & Signature of the Authorized signatory of the Bidder)

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_



### 23.27 Proforma 27: Format for Performance Bank Guarantee (PBG)

Ref. No. \_\_\_\_\_

Bank Guarantee No \_\_\_\_\_

Dated \_\_\_\_\_

To,  
The Managing Director,  
BSEDC Limited,  
Beltron Bhawan, Shastri Nagar, Patna-800023.

Whereas ..... (herein after called “the Bidder”) has submitted its Bid dated..... .. (date of submission of Bid) for execution of “name of tender” in terms of the Tender dated ..... issued by the Managing Director of Bihar State Electronics Development Corporation Limited, Patna, (hereinafter called “the Bid”).

Whereas as per Section \* Clause\* of the Bid, the Bidder is required to furnish a bank guarantee as Performance Guarantee from a scheduled nationalized bank (Bank Guarantee).

In consideration of the fact that the Bidder is our valued customer and the fact that he has submitted the Bid, we, (name and address of the bank), (hereinafter called “the Guarantor Bank”), has agreed to bind ourselves, our successors and assigns to irrevocably issue this Bank Guarantee and guarantee as under

NOW THIS GUARANTEE WITNESSETH: -

1. If the Bidder

(a) having been notified of the acceptance of its Bid by the Managing Director of Bihar State Electronics Development Corporation Limited, Patna, during the period of Bid Proposal validity:

- (i) fails to perform as per the contract obligations.
- (ii) On invoking of Section \*Clause\*\*\* “Termination for Default”;

The Guarantor Bank shall immediately on demand pay the Managing Director of Bihar State Electronics Development Corporation Limited, Patna, without any demur and without the Managing Director, Bihar State Electronics Development Corporation Limited having to substantiate such demand a sum of Rs. \_\_\_\_\_ Lakhs (\_\_\_\_\_ Lakhs) (Guaranteed Amount).

2. The Guarantor Bank will make the payment of the Guaranteed Amount forthwith on the demand made by the Bihar State Electronics Development Corporation Limited, notwithstanding any objection or dispute that may exist or arise between the Managing Director of Bihar State Electronics Development Corporation Limited and the Bidder or any other person.

3. The demand of the Managing Director of Bihar State Electronics Development Corporation Limited, on the Guarantor Bank for the payment of the Guaranteed Amount, shall be deemed as the final proof of fulfillment of the conditions stipulated in (1) above.

4. This Guarantee shall be irrevocable and shall not be discharged except by payment of the above amount by us to the Managing Director of Bihar State Electronics Development Corporation Limited and our liability under this Guarantee shall be restricted to the Guaranteed Amount being Rs. \_\_\_\_\_ Lakhs (\_\_\_\_\_ Lakhs).

5. If it is necessary to extend this Guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on the request of the Bidder under intimation to the Managing Director



of Managing Director of Bihar State Electronics Development Corporation Limited.

6. To give full effect to the Guarantee contained herein, the Managing Director of Bihar State Electronics Development Corporation Limited, Patna, shall be entitled to act as if the Guarantor Bank is the principal debtor in respect of claims against the Bidder and the Guarantor Bank hereby expressly waives all its rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this Guarantee.

7. Any notice by way of demand or otherwise may be sent by special courier, telex, fax registered post or other electronic media to our address as aforesaid and if sent by post, shall be deemed to have been given to us after expiry of 48 hours when the same has been posted.

8. Our liability under this Guarantee will continue to exist until a demand is made by the Managing Director of Bihar State Electronics Development Corporation Limited, in writing or up to and including 3 year 6 months from the date of signing of contract, i.e., up to \_\_\_\_\_20XX, and any demand in respect thereof should reach the Bank not later than the above date.

Dated ..... this ..... day .....2024.

Yours faithfully,

For and on behalf of the ..... Guarantor Bank.

(Signature)

Designation

(Address and Common Seal of the bank)