



निस्केयर  
NISCAIR



राष्ट्रीय विज्ञान संचार एवं सूचना स्रोत संस्थान  
NATIONAL INSTITUTE OF SCIENCE COMMUNICATION  
AND INFORMATION RESOURCES

(वैज्ञानिक एवं औद्योगिक अनुसंधान परिषद् )  
(Council of Scientific and Industrial Research)

डॉ. के. एस. कृष्णन् मार्ग, नई दिल्ली 110 012  
Dr. K. S. KRISHNAN MARG, (Near Pusa Gate), NEW DELHI 110 012 &  
14, सत्संग विहार मार्ग, नई दिल्ली 110 067  
14, SATSANG VIHAR MARG, NEW DELHI 110 067

**By SPEED-POST**

Ref:18(29)/2010-Pur/ 107

23<sup>rd</sup> Jan, 2012

From:

The Director  
NISCAIR,  
Dr. K. S. Krishnan Marg,  
New Delhi- 110012

To

M/s Sify Technologies  
258, Okhla Industrial Estate, Phase III  
New Delhi- 110020

**Sub: Appointment for Establishment (supply, installation, testing & commissioning) and Operation & Maintenance of DIRF- Data Centre at NISCAIR, Dr. K. S. Krishnan Marg, New Delhi- 110012**

**REF: (i) Your Commercial Bid Letter dated 11.10.2011 and subsequent letters dated 20th December, 2011 and dated 20th January, 2012.**

**(ii) NISCAIR Tender No. 18(29)/2010-PUR/Vol I & II dated 27.01.2011.**

Dear Sirs,

In terms of the NISCAIR's above mentioned Tender and your Price Bid under reference and your letter dated 20.12.2011 and dated 20.01.2012, I am directed to convey the approval of Director, NISCAIR for award of contract for Establishment (supply, installation, testing & Commissioning) and Operation & Maintenance of DIRF- Data Center at NISCAIR, Dr. K. S. Krishnan Marg, New Delhi- 110012 as per 'Scope of Work' mentioned in the Terms & Conditions at **Annexure-'E'**. For the above said establishment, following IT, Non-IT, Civil & Electrical items and CAMC & Facility Management Services are approved:

Items Description	Qty	Unit Price (in INR)	Taxes (in INR)	Total Amount (in INR)
1. Non- IT Equipments/Systems				
Non-IT Equipments/Systems for Data Center (Detailed BOM at Annexure 'A')	Please refer Annexure 'A' for details.			82,84,255.00
2. IT Equipment/Systems				
IT Equipments & Systems (Detailed BOM at Annexure 'B')	Please refer Annexure 'B' for details.			6,00,17,460.00

<b>3. Physical Infrastructure</b>				
(i)	Civil Items (Detailed BOM at Annexure 'C')	Please refer Annexure 'C' for details.		<b>16,45,291.00</b>
(ii)	Electrical Items (Detailed BOM at Annexure 'D')	Please refer Annexure 'D' for details.		<b>29,01,526.00</b>
<b>4. Facility Management Services (for 5 years)</b>				
FMS Charges for 1 <sup>st</sup> Year	1Yr	10,50,000	1,08,150	11,58,150.00
FMS Charges for 2 <sup>nd</sup> Year	1Yr	11,55,000	1,18,965	12,73,965.00
FMS Charges for 3 <sup>rd</sup> Year	1Yr	12,70,500	1,30,862	14,01,362.00
FMS Charges for 4 <sup>th</sup> Year	1Yr	13,97,550	1,43,948	15,41,498.00
FMS Charges for 5 <sup>th</sup> Year	1Yr	15,37,305	1,58,342	16,95,647.00
<b>Sub Total of FMS Charges for 5 Years (no. 4)</b>				<b>70,70,622.00</b>
<b>5. Comprehensive Annual Maintenance (for 4<sup>th</sup> &amp; 5<sup>th</sup> years)</b>				
CAMC Charges for 4 <sup>th</sup> Year	1Yr	25,54,657	2,63,130	28,17,787.00
CAMC Charges for 5 <sup>th</sup> Year	1Yr	26,30,663	2,70,958	29,01,621.00
<b>Sub Total of CAMC Charges for 2 years (no. 5)</b>				<b>57,19,408.00</b>
<b>Grand Total (1+2+3+4+5)</b>				<b>8,56,38,562.00</b>

(Rupees Eight Crores Fifty Six Lakh Thirty Eight Thousand Five Hundred Sixty Two Only)

**TERMS & CONDITIONS:**

- Scope of Work:** Overall responsibility shall be to Design, Procure, Install, Operate and Maintain DIRF-Data Centre and the expected minimum but not exhaustive scope of work is detailed under General Terms & Conditions at **Annexure-'E'**.
- Terms of Delivery:** Delivery of items required must be at site of Data Center at NISCAIR, 1st Floor of Annexe Building, Dr. K. S. Krishnan Marg, New Delhi – 110012
- Delivery Period:** Items must be delivered within 6-8 weeks from the date of receipt of acknowledgment of Purchase Order.
- Warranty:** 3 years Comprehensive warranty including all the IT, Non-IT, Civil & Electrical equipments, materials, systems and services provided by you except for consumable items like tube light & bulb etc. from the date of signing of acceptance report by the NISCAIR & M/s Sify Technologies.
- Duties & Taxes:** Taxes indicated in the BOM are part of the total amount of the Contract. If Govt. of India pass/declare any rebates/discounts/new rates as a part of budgetary concessions, firm is liable to pass the same automatically to NISCAIR.

*[Handwritten signature]*  
23/1/12

6. **Performance Security:** Within 21 days after the receipt of notification of award of the contract from the NISCAIR, please submit the Contract Performance Guarantee to the NISCAIR, Which shall be equal to 10% of the value of the contract valid till 60 days after the warranty period. After the warranty period the bidder shall furnish fresh Bank Guarantee equal to 10% of the amount of the two years CAMC Charges within 15 (fifteen) days time, failing which NISCAIR will encash the Contract Performance Guarantee.
7. **Training:** Training to I.T. Division Technical and support team as required by NISCAIR for the installation, configuration, commissioning, monitoring and troubleshooting of various equipments/products & other aspects of the Data Center over a period of 2 weeks for a session size of 06 (six) NISCAIR nominated staff.
8. **Payment Terms:** (Detailed as per clause 2.28 of Terms & Conditions at **annexure 'E'**)
- (i) **For IT & Non-IT equipments/systems/software value-** 50% of value after delivery and inspection of equipments/systems/software. 35% of value after installation and commissioning of these equipments/systems/software. 10% of value after final acceptance, training and trial run of the Data Center for one month and balance 5% amount will be paid quarterly in 12 installments in 3 years.
  - (ii) **For Civil & Electrical items:** after commissioning of the site, on actual consumption basis duly verified and certified by the Engineers at NISCAIR. Vendor will provide computerized Measurement Book.
  - (iii) **For Facility Management Services:** Will be paid quarterly after completion of each quarter based on the quoted rates for each year.
  - (iv) **CAMC Charges for 4th & 5th Year:** Will be paid quarterly after completion of each quarter based on the quoted rates for each year.
9. **Duration of Contract:** The Contract shall remain valid for 5 years (3years warranty thereafter 2 years CAMC) from the date of signing of contract or 5 years from the date of acceptance of Data Center whichever is later.
10. **Fall Clause:** The contract will be guided by "Fall Clause". If the vendor reduces its price or sells or even offers to sell the contracted goods following conditions of sale similar to those of the contract, at a price lower than the contract price, to any person or organization during the currency of the contract price will be automatically reduced with effect from that date for all the subsequent supplies under the contract and the contract amended accordingly.
11. **Penalty:** (Detailed as per clause 2.34 of Terms & Conditions at **Annexure 'E'**) any failure in a system or a sub-system during the warranty should be rectified within a maximum period of 24 hours of lodging complaints failing which a penalty of Rs. 40,000.00 per day will be levied.

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22/1/12

It will be ensured that the virus signature or other malicious code would be updated within the best possible time limit from the moment it detects at gateway level. However the time limit shall not be more than 48 hours. The details are as below:

S. N.	Items	Target	Penalty
1.	Attack of Virus, Trojan, intrusions or any other malicious code	Resolved within 48 hours For a delay of each one day after 48 hours	No Penalty penalty of Rs 5000 per day shall be charged on quarterly service charges
2.	SPAM SPAM statistics on monthly basis shall be monitored through reports generated by Anti SPAM software.	>=95%	Nil
		>=90 and <95 %	Rs. 50,000
		>=80% and < 90 %	Rs 100,000
		>=70% and < 80%	Rs 200,000
		< 70 %	Rs 300,000
3.	Intrusion	Compromise of any kind of data hosted	Rs. 100,000

12. **Liquidated Damages:** (Detailed as per clause 2.35 of Terms & Conditions of Annexure 'E') Subject to clause for Force Majeure if you fail to comply the contractual obligations before the scheduled completion date or the extended date or if Bidder repudiates the Contract before completion of the Work, the NISCAIR, at its discretion, may without prejudice to any other right or remedy available to the NISCAIR under the contract recover Liquidated damage @ 1% per week subject to a maximum of 10%, will be computed on CAPEX value of contract will be recovered from Implementation Agency for the delayed period to a maximum 10 weeks.
13. **Inspection & Test:** (Detailed as per clause 2.44 of T&C at Annexure-'E') The firm shall at its own expense and at no cost to NISCAIR carry out all tests and inspections of the Goods & Related Services as are specified in the contract or as discussed and agreed to during the course of finalization of contract. The NISCAIR or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the NISCAIR.
14. Kindly acknowledge the receipt of Purchase Order as token of Confirmation.
15. In case of any type of loss (like material, building and human life etc.) at the time of execution of the Contract, in that case the firm will be responsible to meet all the expenses. NISCAIR is not responsible and not liable to pay any amount on this account.
16. Firm is requested to kindly intimate the names & addresses with contact numbers, if any of the deployed officials & labourers in this project and also issue the Identity Cards to them as a security point of view.

17. All labour charges for lifting of materials upto the site of Data Center (1st Floor, Annexe Building) will be met by the firm.
18. **Security:** All officials/labourers appointed by the firm in the project are supposed for the checking at the gate/outgate while going to outside from the NISCAIR premises. If officials of the firm has to work after office hours or on holidays in that case prior approval may be taken from the CoA through Nodal Officer, DIRF. All items to be sent outside from the NISCAIR premises must be through Gate pass duly signed by the Nodal Officer, DIRF.
19. Separate agreements will be signed within 10 days from the award of the contract on non-judicial stamp paper of Rs. 100/- each by the authorized officials of NISCAIR and of the firm. All charges involved in the purchase of non-judicial stamp papers will be met by the firm.

**NOTE: All other Terms & Conditions of Tender Document No. 18(29)/2010-Pur/Vol I & Vol. II dated 27.01.2011 are also applicable strictly.**

- Encls: (i) Annexure 'A', 'B', 'C', 'D' & 'E'  
(ii) Annexure I- XXXXVI of Technical Specifications.

Yours faithfully,



(SUNIL KHANNA)  
SECTION OFFICER (S&P)

सुनील खन्ना / SUNIL KHANNA

अनुभाग अधिकारी (मंडार एवं क्रय)

Nodal Officer (DIRF, Data Center)

आदेश निदेश (मंडार एवं क्रय) अनुभाग, संस्थान (दिल्ली)

Communication & Information Resources (NISCAIR)

पूसा, नई दिल्ली/Pusa, New Delhi-110012

**Copy to:**

1. Indenting Officer- Dr. Rajiv Gupta, Head IT & Nodal Officer (DIRF, Data Center) please intimate to Purchase section in case of discrepancy in specifications of Qty.
2. F. & A.O. Budget Sub-head-OLP- 0103 (DIRF)
3. Store Officer