

**Request for Proposal
For**

**Appointment of an Implementing Agency for Setting up and Maintenance Support for
providing WiFi Hotspots in Shillong and Tura**

**No: MITS.11/2015/59
Date: 15th December 2015**

**Meghalaya Information Technology Society
(A Society under Information Technology Department, Govt. of Meghalaya)
Ground Floor, NIC Building, Secretariat Hill, Shillong 793 001**



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I. Executive summary

The state Government endeavors to encourage both electronic-governance and mobile-governance in Meghalaya. It is also eager to harness the power of the internet and enhance the use of digital technologies for the benefit of target groups like tourists, students and citizens keen to access e-Governance services. Through the Public Wi-Fi project, the Government of Meghalaya attempts to create an enabling environment to achieve this objective. The project will leverage the rapidly maturing wireless/mobile networking sector and end-user access device technologies and designed around the affordable Wi-Fi Networking standard.

In this connection, the Government of Meghalaya, through the Meghalaya Information Technology Society (MITS), wishes to launch “Public Wi-fi” services in Shillong and Tura as a project with 7 hotspot locations in Shillong and 3 in Tura towns as indicated at Annexure-I. The project is aimed at enabling the citizens across telecom operators to avail public Wi-Fi services and enjoy Internet services at any point of time at any of these proposed locations.

The state government intends to provide Wi-Fi Services to the public free of cost upto 20 minutes with free data usage upto 200MB per user per 24 hours in the designated hot spot locations with minimum browsing speed of 512 kbps. For additional usage beyond the free window of time and data usage interested citizens may separately pay to the service provider.

To implement and operate the Public Wi-Fi project, the state government is looking at partnering with Implementing Agencies (IAs) who will bring their expertise and procure, install, own and manage their Wi-Fi related infrastructure. The IT Department/ MITS will facilitate in the implementation & operation process and also pay the IA for the “free” window of time and data usage by citizens in the designated hot spot locations.

To select the IA for this Public Wi-Fi Project, MITS floated an EoI in September 2015 where 5 parties submitted their EoI documents. The 5 parties are Bharti Hexacom Ltd, Bharti Infratel Ltd, Reliance Jio, SS Netcom and Sky Broadband. After examining the EoI Documents and presentations of the 5 parties, MITS prepared this Request for Proposal (RFP) to be sent to them. Based on the bid documents to be submitted by the 5 parties in response to this RFP, MITS shall select the IA/s for this project.

1.1 About MITS

Meghalaya Information Technology Society (MITS) was established in the year 2008 under Meghalaya Societies Registration Act, 1983 and is the designated state nodal agency which carries out various projects and capacity building programs under National e-Governance Plan (NeGP). MITS has been driving various ICT projects, ICT promotional schemes, capacity building programs and other ICT enabling assistance activities in the state of Meghalaya. The major focus has been to implement and rollout various projects and framework belonging to the National e- Governance Plan (NeGP).

II Invitation to Bids

2.1 Issuer

MITS/State Nodal Agency would herein after refer as MITS (Meghalaya Information Technology Society) invites proposals for “**Appointment of an Agency for Setting up and Maintenance Support for providing WiFi Hotspots in Shillong and Tura**” as per the scope of the Bid, from bidders who had responded to the EoI No MITS.11/2015/8 dated 14/09/2015

The Bidders are advised to study the RFP document carefully. Submission of Bids shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. This section provides general information about the Issuer (i.e. MITS), important dates and addresses and the overall eligibility criteria for the Bidders.

2.2 Issuer and Address for Bid Submission & Correspondence

Member Secretary,
Meghalaya Information Technology Society (MITS),
Ground Floor, NIC Building, Secretariat Hill, Shillong 793 001 Meghalaya
E-Mail: dit-meg@nic.in Phone number: 0364 - 2505136

2.3 Key Events and Dates:

1.	Date of issue of tender document	15-12-2015
2.	Last date & time for sending Pre Bid Query	04 -01-2016
3.	Pre Bid Meeting	08-01-2016 3:00 PM
4.	Last Date & time for Submission of Bids	15-01-2016 3:00 PM
5.	Date of Opening of Technical Bids	15-01-2016 4:00 PM
7	Date of Opening of commercial Bids	To be announced
8	Place of Submission & Opening of Bids	MITS Building
9	Address of Communication	Member Secretary MITS, Ground Floor NIC Building, Secretariat Hill, Shillong 793 001
10	Cost of Tender Document	RS. 2000/-
11.	Bid Submission	Bidders must submit an original and One additional copies of each proposal along with one soft copy in

		a CD
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Note:

- 1. This Tender Document is not transferable**
- 2. Only prospective bidders who have paid the tender document fee of Rs. 2000/- to MITS as specified below will be allowed to attend the Pre-Bid Conference**

2.3 Procurement of RFP Document

The tender document can be downloaded from the State portal / IT Department website <https://meghalaya.gov.in> or <http://ditmeghalaya.gov.in>. Tender fee of Rs. 2000/- (Five thousand only (non refundable) to be remitted through a Demand Draft, from any Scheduled Bank, drawn in favour of “**Member Secretary, Meghalaya Information Technology Society**”, payable at Shillong, Meghalaya. The Bidder will not be allowed to attend the Pre-Bid Conference in the absence of the tender fee. The bid will also not be considered in the absence of the tender fee.

2.4 Pre Bid Conference

MITS shall organize a Pre Bid Conference on the scheduled date and time in the Meghalaya Information Technology Society, Secretariat Hill, Shillong 793 001. **MITS may incorporate any changes in the RFP based on acceptable suggestions received during the interactive Pre Bid Conference. The decision of MITS regarding acceptability of any suggestion shall be final and shall not be called upon to question under any circumstances.** The prospective Bidders shall submit their questions in writing not later than Date and Time indicated in the section above. It may not be possible at the Pre Bid Conference to answer questions which are received late. However, prospective Bidders are free to raise their queries during the meeting and responses will be conveyed to all the prospective Bidders (by way of hosting amendments/ clarifications on the website i.e. at <https://meghalaya.gov.in> or <http://ditmeghalaya.gov.in>, in accordance with the respective clauses of the RFP and no participant would be intimated individually about the response of MITS. **The prospective participants will have to inform MITS on the mail id mentioned above regarding its intention to attend the pre-Bid conference.**

2.5 Amendment of RFP Document

At any time till 7 days before the deadline for submission of Bids, MITS may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding document by amendment. All the amendments made in the document would be published on the website <https://meghalaya.gov.in> or <http://ditmeghalaya.gov.in>. **The Bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates.** MITS also reserves the right to amend the dates mentioned in this Bid document.

2.6 Venue and Deadline for submission of Proposal

Proposals for this RFP must be received at the address specified below not later than dates specified in this RFP.

Any proposal received by MITS after the deadline for submission of proposals mentioned in this RFP will be rejected and returned unopened to the Bidder. MITS shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained after the expiry of the dates mentioned in this RFP.

III. Eligibility criteria

The prospective Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in this RFP document. The Bidder must also possess the Technical know-how and the Financial wherewithal that would be required to successfully provide the Public WiFi solution and required support services sought by MITS. The Bids must be complete in all respect and should cover the entire scope of work as stipulated in the tender document. **The invitation to this Bid is open to the Bidders who responded to the EoI No.MITS.11/2015/8 dated 14/09/2015 for “providing public hotspots in Shillong and Tura”**

The Pre-requisites are as given below:

Pre-Requisites:

S.No.	Specific Requirements	Documents Required
1	The Prime bidder (In case of Consortium not more than 1) should be a company registered in India under Companies Act 1956/2013, registered with the Service Tax Authorities and operating for the last Five years in IT/ITeS / Telecommunication Services as of 31st March 2015.	Certificates of incorporation AND Service Tax Registration Shall be enclosed as a proof.
2	The responding bidder/firm / agency should have made a payment of Rs. 2,000/- (Rupees Two Thousand only) for the RFP document	DD for Rs. 2,000/- in favour of “Member Secretary, Meghalaya Information Technology Society” payable at Shillong through any Scheduled Bank.
3	The Bidder shall furnish, as part of its Bid, an Earnest Money Deposit (EMD) of Rs. 5,00,000/- (Rupees five lakhs) in the favor of “Member Secretary, Meghalaya Information Technology Society”, payable at “Shillong, Meghalaya”.	

The Bidder should ensure that while submission of the Bids, all the pages of the Bids are signed and stamped by the competent authority and also all the pages are numbered and properly indexed, failing which it will be liable for rejection.

IV. Scope of Work:

- 4.1 The broad scope of work will include providing Wi-Fi facility at 7 hotspot locations in Shillong and 3 in Tura as per Annexure- IV.
- 4.2 This includes all the software, hardware and networks components along with bandwidth, and support facility for a minimum period of 3 years. The successful bidder, which will be the Implementing Agency (IA), will be required to implement and provide end-to-end WiFi solution.
- 4.3 The broad features of Wi-Fi Project will be inclusive but not limited to;
 - i. Supply, configuration and installation of the state of the art Wi-Fi infrastructure including internet bandwidth.
 - ii. Provide the web-based portal for user login/authentication for Wi-Fi Access.
 - iii. Provisioning the access control and audit trail mechanism through a monitoring tool as per industry standard and security norms defined by various regulatory bodies.
 - iv. Provide the web-based management console to MITS in order to monitor the Wi- Fi access remotely.
 - v. Facility to define rule based access depending on usage, time duration, content based etc.
 - vi. Facility to restrict access based on URL (Uniform Resource Locator), application, category, etc.
 - vii. Provision for customizable reports for Wi-Fi Access Logs.
 - viii. Facility to enable/disable specific user/system from Wi-Fi Access.
- 4.4 The IA will install all the hardware, software and other required accessories such as cables, switches, routers, modems, check points and security appliances etc. which should be scalable to meet the Quality of service (QoS) and good user experience as mentioned in this RFP.
- 4.5 Provide priority access to Government agencies, institutions, departments from time to time during emergencies, disasters and other natural calamities. Providing such access should be in line with existing laws.
- 4.6 Provision for disseminating Govt information/notification to the WiFi users without any additional cost to MITS/State.
- 4.7 Bidder should undertake on-site surveys to assess the required number of access points and optimal points within the locations indicated in this RFP in order to deploy the access points for meeting the QoS.
- 4.8 Provide user access to Wifi network through multiple deices like Laptop, Mobile, Tablets, etc. in a secure and easy manner with transparent data usage and time details.
- 4.9 Ensure availability of Wi-Fi access / log details of users and devices to the MITS/government as required under provisions of existing laws.

- 4.10 Provision of restricted access to Wi-Fi network for specific users/devices from time to time based on authorized government notifications/communications.
- 4.11 Offered Wifi solution should be configured and integrated with SMS gateway for intimating username and password / One Time Password (OTP) through SMS on user's mobile number post successful registration.
- 4.12 Offered solution shall allow wireless access through various kinds of devices such as smart phones, laptops, pads, and desktops etc.
- 4.13 Provide helpdesk support for the public Wifi user for efficient resolution process. Toll free number and email id should be provided to the user. Escalation matrix for resolution of calls should be provided to MITS.
- 4.14 The proposed solution shall be capable of generating MIS reports specific to 20 minutes free slot users like Access Point wise, location /site wise report, periodic report, and including data usage, etc, as may be required by MITS from time to time.
- 4.15 Proposed Wifi solution is primarily for outdoor user access, and the IA should ensure its conformance to all applicable clearances as required by regulatory bodies, and includes WPC (Wireless Planning and Coordination) clearance for both indoor and outdoor use of license-free spectrums in terms of EIRP (Equivalent Isotropically Radiated Power). A declaration to this effect must be submitted and supplemented by periodic compliance reports during the project period by IA to MITS
- 4.16 Proposed WiFi solution should allow seamless connectivity between different access points (APs), with seamless handoffs/handover between APs in a particular location/site provided the user remains within the area specified in the GIS Maps for different locations as indicated in this RFP.
- 4.17 The IA will ensure that free Wi-Fi services are provided from Access points at the locations indicated in this RFP for stipulated time duration of 20 minutes, per 24 hours and capped for free data usage of 200MB per 24 hours. Beyond the free window for time and data usage, interested users may have to pay to the IA for additional usages.
- 4.18 The hotspot locations are given in the table below.

Sr.	Hotspot locations
1	Police Bazar
2	Don Bosco Square
3	Lady Hydari Park
4	Wards Lake
5	Polo Bazar
6	Motphran
7	Secretariat Hills
8	Tura Bazar
9	Dakopgre, Tura
10	DC Office, Tura

- 4.19 If the number of users in a particular location is found to be exceeding the specified number of concurrent user, the IA will need to take necessary steps to accommodate the additional users without affecting the user experience and QoS as defined in this RFP. However, IA will need to obtain prior written permission from MITS for installing and operating additional Access Points at any of the locations.

4.20 In case the IA uses the same Access Point for free and paid users, the IA's monitoring tool should be able to clearly differentiate between a free and paid user accessing the same AP and provide the logs with data usage, time usage and related details to MITS.

4.21 Provision for quick and objective online feedback form for the free WiFi users should be made available by the IA. The same should also be accessible and made available to MITS on periodic basis as may required be required by MITS.

4.22 During the free slot offered to the user the following content/websites should be blocked by IA:

- i. All video download/ play should be blocked. Any embedded video/audio files should be blocked.
- ii. All form of audio like Mp3, wav, etc should be blocked
- iii. Website or content as communicated to IA by MITS from time to time.
- iv. Any other website blocked by DoT.

4.23 IA will have to ensure adherence to the following QoS (Quality of Service) parameters for good user experience within the geographical area indicated in the location maps in this RFP.

- i. Committed Information Rate – Minimum 512 Kbps per user
- ii. Preferably 24*7*365 Wireless network availability, subject to the SLAs mentioned in this RFP
- iii. 20 minutes or 200 MB free usage per 24 hours per user, whichever is earlier.
- iv. Secured Internet access with no /least connection drop
- v. Maximum waiting time of 30 seconds for obtaining the OTP and another 30 seconds to connect to WiFi internet after successfully entering the OTP.

4.24 Responsibility Matrix

The responsibilities of MITS will include:

1. Facilitating the IA for availing permission for different sites
2. Make timely payment
3. Monitor usage and performance

The responsibilities of IA will include:

1. To provide good user experience as defined in this RFP to primary Target users which includes tourists, students, and general public intending to access information related to e-governance services.
2. The geographically demarcated locations for Wifi coverage are at Annexure-IV.

V. Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be expected from the Public WiFi project Implementing Agency (hereinafter referred to as IA) towards MITS during the implementation and its subsequent support for the project period,

MITS shall levy all penalty clauses as mentioned in the section below, if the non-conformity of SLA clauses is solely due to reasons attributable to the IA. For any non-conformity to any particular SLA clause by the IA due to reasons not in control of the IA shall be treated on the merit of the individual case to case by MITS.

In order to allow the IA to stabilize the Wifi network initially, SLA and penalties for O&M shall be exempted for the quarter immediately following the FAT acceptance date.

1. Adherence to Implementation Timelines

Sl. No.	Milestones	Target T= Date of signing of Contract	Requirement/ Consideration Period	Penalty
1.	Survey of all the specified locations and submission of survey report to MITS.	3 Weeks from the effective date of Contract (T1=T+3 Weeks)	Delay beyond 1 Week from the stipulated date as per RFP/ MSA timeline	Rs 1000 per week of delay per location upto 2 months after which it will be considered as breach of contract
2.	Installation & commissioning of HW/ SW/ NW items	8 weeks from the date of completion of the survey of the particular location (T2=T1+8 Weeks)	Delay beyond 1 Week from the stipulated date as per RFP/ MSA timeline	Rs 5000 per week per location of delay upto 3 months after which it will be considered as breach of contract
3.	Completion of FAT for all locations	T3= T2+2Weeks	Delay beyond 1 Week from the stipulated date as per RFP/ MSA timeline	<ol style="list-style-type: none"> 1. 0.5% of Quarterly charges for each week of delay or Rs 10000 whichever is higher 2. Total penalty capped for this item at 2% of Quarterly charges value or Rs 40,000 whichever is higher. 3. Delay beyond 4 weeks after the consideration period shall be treated as breach of contract.

SLAs for Operation and Maintenance Phase

Description	Availability	Penalty
1. Central management server 2. Each Access Point 3. Internet availability ...	$\geq 95\%$	Nil
	94%-94.99%	0.5% of quarterly payment or Rs 5000 whichever is higher.
	92%-93.99%	1% of quarterly payment or Rs 10000 whichever is higher
	90%-91.99%	2% of the quarterly payment or Rs 20000 whichever is higher
	75%-89.99%	5% of the quarterly payment or Rs 50000 whichever is higher
	$<75\%$	No quarterly payment shall be made and shall be treated as breach of contract.

Parameters	SLA terms	Penalty
Speed	At least 512 Kbps	If lower than 512Kbps, Rs 1000 per instance
Area of coverage	Wifi coverage should be as per the demarcation specified in this RFP for mentioned location. If the area of coverage is less than the demarcation specified in this RFP there shall be a penalty.	0.5% of Quarterly value for each instance per location or Rs 5000 whichever is higher.

Helpdesk Support

Severity of Incident	Resolution time	Penalty
Critical (Issues leading to network down situation of entire hotspot location during the peak time*)	T = 1 hr	No Penalty
	T1 = T+2 hours, if the resolution time is between T and T1	0.5% of the Quarterly Cost for every unresolved call or Rs 500 whichever is higher.
	T2 = T1+2, if the resolution time is	1% of the Quarterly Cost for every unresolved call or Rs 1000 whichever is higher, up to 10%

	between T1 and T2	of QGR
	> T2	2% of the Quarterly Cost for every unresolved call or Rs 1500 whichever is higher, up to 10% of Quaterly Cost
Medium (Issues leading to the network down situation for a section area of any hotspot location during peak hours*)	≤ 2 hours from time of incident logged.	No Penalty
	> 2 Hours and ≤ 4 Hours	0.1% of the Quarterly Cost for every unresolved call or Rs 500 which ever is higher, up to 10% of Quarterly Cost.
	> 4 Hours	0.5% of the Quarterly Cost for every unresolved call Rs 1000 whichever is higher., up to 10% of Quarterly Cost or
Low (Minor issues found at the user level.)	1 day from the time of incident logged at the help desk	No penalty
	> 1 day and ≤ 10 days	0.5% of the Quarterly Cost for every unresolved call or Rs 500 per day., up to 10% of Quarterly Cost
	> 10 days	1% of the Quarterly Cost for every unresolved call, or Rs 1500 per day till 30days after which it will be considered as breach of contract.

The response time for all Types of Help Desk services incidents shall be less than 30 min.

* Peak time for hotspot location shall be decided based on mutual discussion between IA and MITS after 1st quarter of operation.

VI Functional Requirement Specification

Technical specifications for the required wireless network solution:

6.1 Centralized Management System

- I. A scalable, single interface for the management of all infrastructure comprising the solution.
- II. Comprehensive reporting and fault finding tools.
- III. Role Based Access Control to all management and reporting functions.
- IV. Identity store/database for all users, which will be used for the authentication of users on the network.
- V. Dedicated Call centre/ Teams for the WiFi project

6.2 Other minimum specification for various equipment and technology supported by the Wifi Solution proposed:

SNo	Minimum Required Specification	Compliance (Yes/No)
1	Concurrent dual-band (5GHz/2.4GHz) support	
2.	Adaptive antenna technology and advanced RF management	
3	Up to 6dB signal gain / 15dB interference mitigation	
4	Chip based transmit beam forming increasing signal gain up to 4dB when used with supported clients	
5	Automatic interference mitigation, optimized for high density environments	
6	Standard 802.3af/at Power over Ethernet (PoE)	
7	Polarization Diversity for optimal mobile device performance	
8	Integrated network timing service.	
9	Wall, pole or ceiling mountable	
10	Small, lightweight, and unassuming form factor	
11	900 Mbps of user throughput (450 Mbps/radio)	
12	32 BSIADs with unique QoS and security policies*	
13	360° coverage	
14	IP-67 rated, -40°C to +65°C	
15	6 elements, +2000 patterns	

SNo	Minimum Required Specification	Compliance (Yes/No)
16	Smart sectorized 3x3:3 802.11n AP (2x2:2 for N model)	
17	AP must be Capable of handling multifunction services, including: data access, intrusion detection, intrusion prevention, location tracking and RF monitoring with no physical “touch”	
18	Dynamic load balancing to automatically distribute clients to the least loaded 802.11 channels and AP. Load balancing must not require any client specific configurations or software.	
19	Proper solution for Access control filter	
20	User/IP/MAC based bandwidth utilization management	
21	Easy to use logging and management solution for appropriate and customizable user traffics	
22	Prevent data loss with adaptive RF management that provides the capability to pause channel scanning / adjust RF scanning intervals based on application and load presence.	
23	Device should be capable enough to have a proper resistance over interference	
24	The AP should be capable enough to handle large no. of user association and if the load increases it should be able to shift some users to different AP.	
25	Traffic shaping capabilities to offer air-time fairness across different types of clients and an appropriate QOS solution.	
	<p>The Authentication & Encryption of the WiFi solution, should support the following:</p> <ul style="list-style-type: none"> i. MAC based authentication. ii. 802.1X based authentication. iii. WPA2/AES link layer encryption. iv. LEAP, PEAP, EAP-TLS, EAP-TTLS, EAP-GTC authentication. v. Must support EAP-PEAP and EAP-TLS using EAP-MSCHAPv2 or EAP-GTC. 	

SNo	Minimum Required Specification	Compliance (Yes/No)
26	Solution must support end-to-end security for the network to prevent unauthorized access.	
27	The Wifi solution should have uninterrupted power supply	
28	<p>Minimum Security features supported by the Wifi solutions are:1`</p> <ul style="list-style-type: none"> i. Security enforcement for wireless users through the use of a role-based, stateful firewall that can be directly integrated with the roles defined within existing authentication servers. ii. Dynamic, stateful firewall for access rights into the network once authenticated, based on source, destination, and/or ports. iii. Capability to ensure privacy protection by preventing firewall and IP spoofing attacks, and by enforcing TCP handshake. iv. Access policies should provide for automatic capture of data and syslog of access rule triggers for audit and analysis. v. Rules for access rights based on any combination of user identity, and device identity. The firewall must be able to take action including allowing the traffic, denying the traffic, rejecting the traffic, routing the traffic. vii. Be able to handle local extreme Operating Temperature conditions . viii. Network monitoring through centralized NOC. ix. Fault management and performance management. x. Comply with other stipulated norms/standards/guidelines of Govt of India. 	
29	<p>The Wifi solution should support the following Intrusion Detection / Prevention</p> <ul style="list-style-type: none"> i. Wireless Intrusion Detection Solution (WIDS) ii. Ability for the system to provide visibility into all 802.11 Wi-Fi channels with configurable channel dwell times, including the detection of rogue devices / RF activity occurring between channels. iii. Accurate and automatic method of classifying real Rogues (on network) versus interfering neighbor networks, irrespective of whether Rogues have 	

SNo	Minimum Required Specification	Compliance (Yes/No)
	<p>encryption or not, and without client software or upgrades to current network.</p> <p>iv. Protection for Man-In-The-Middle and Honey-Pot attacks.</p> <p>Protection for denial of service attacks. The system must support Pairwise Master Key (PMK) caching.</p>	
30	Solution must support Bandwidth Guarantee at user level (QoS).	
31	<p>The WiFi solution must be able to withstand the environmental rating as follows –</p> <ol style="list-style-type: none"> 1. 0 to 40 Degree Centigrade with 10-90% humidity no condensing. 2. The WLAN AP should be able to support Power over Ethernet, to add ease of installation. 3. The WLAN AP should be interoperable with 802.11b, 802.11g and 802.11n. 	

VII Instructions to the Bidders

7.1 Procedure for Submission of Bids

7.1.1 Tender Processing Fees and Download of Tender Document

The tender document can be downloaded from MITS website www.ditmeghalaya.gov.in, <http://meghalaya.gov.in>. Tender fee of Rs. 2000/- (Five thousand only) (non refundable) to be remitted through a demand draft, from any Scheduled Bank, drawn in favour of “**Member Secretary, Meghalaya Information Technology Society**” payable at Shillong, Meghalaya..

7.1.2 Modes of Submission

- a) It is proposed to have a three Cover for this tender:
 - Pre-requisite
 - Technical Bid - (1 original & 1 copy) in one cover
 - Commercial Bid - (1 original & 1 copy) in one cover
- b) Technical Bid and Commercial Bid of the Tender should be covered in separate sealed covers super-scribing "Technical Bid", "Commercial Bid". Each Bid should also be marked as "Original" and "Copy". Please note that Prices should **NOT** be indicated in Technical Bid but should only be indicated in the Commercial Bid, failing which the bid will liable to rejection.
- c) The two envelopes containing Technical Bid and Commercial Bid should be put in another single sealed envelope clearly marked “**Appointment of an Agency for Supply, Installation, Configuration and annual maintenance Support for Setting up of Public Hotspot locations in Shillong and Tura.**” These envelopes are to be superscripted with Tender Number and the wordings “DO NOT OPEN BEFORE xx:xx hours on xx.xx.2015”
- d) The cover thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the Bidder to enable the Bid to be returned unopened in case it is declared "Late".
- e) Bidders shall have the flexibility to opt for both Shillong and Tura, or only Shillong, or only Tura. However, there shall be additional marks awarded to bidders, as per Technical Evaluation criteria mentioned in this RFP, who opt for both Shillong and Tura.
- f) Each copy of the tender should be a complete document and should be bound as a volume. The document should be page numbered and appropriately flagged and must contain the list of contents with page numbers. Different copies must be bound separately. Any deficiency in the documentation may result in the rejection of the Bid, and no further queries would be entertained.
- g) As part of the bid, bidder should also provide the Technical Bid in Soft Copy (PDF Format), in the form of a non rewriteable CD (Compact Disc) as follows:
 - i. Two (2) copies of containing Technical Bid and CD - The CDs containing Bids should be sealed along with the hard copies of the respective Bids
 - ii. All CDs submitted by the Bidder must be in sealed covers. The sealed covers as well as the CD media must be duly signed by the Bidder using a “Permanent Pen/Marker”, should be super-scribed with “Technical Bid- Soft Copy (PDF Format)” (as the case may be) and should bear the name of the Bidder

- iii. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper Bid document. In case of any discrepancy observed by MITS in the contents of the CDs and original paper Bid documents, the information furnished on original paper Bid document will prevail over the soft copy
 - iv. Bidder must ensure that Pre-requisite and Technical Bid CDs do not contain any Commercial items / prices
- h) Telex/Telegraphic/Tele-fax Bids will not be considered. All out-station Bids, if sent by post, should be sent under registered cover.
- i) If the outer envelope is not sealed and marked as indicated above, MITS will assume no responsibility for the Bid's misplacement or premature opening.

7.1.3 Authentication of Bid

The response Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. A letter of authorization shall be supported by a written Power-of-Attorney accompanying the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the Bid.

7.1.4 Validation of interlineations in Bid

The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case the person or persons signing the Bid shall initial such corrections.

7.1.5 Cost of Bidding

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

7.1.6 Clarification on Tender Document

A prospective Bidder requiring any clarification on the RFP Document may submit his queries, in writing, at the mailing address and as per schedule indicated in "Invitation for Bids / Key Events and Dates" in section 2.4. The queries must be submitted in the following format only to be considered for clarification:

S. No	Page no.	Section No.	Clause No.	Reference/ Subject	Clarification Sought
1.	

The queries not adhering to the above mentioned format shall not be entertained by MITS.

7.1.7 MITS will respond to any request for clarification to queries on the Tender Document, received not later than the dates prescribed in Invitation for Bids / Key events and dates. The clarifications (including the query but without identifying the source of inquiry) will be uploaded on the portal (www.ditmeghalaya.gov.in , <http://meghalaya.gov.in>)

7.1.8 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and MITS, shall be written in English language. Any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by a duly attested English translation in which case, for purposes of interpretation of the Bid, the English translation shall govern.

7.2 Documents Comprising the Bids

The Bid prepared by the Bidder shall comprise the following components. The Bids not conforming to the requirements shall be summarily rejected.

7.3 Pre requisite

In support of eligibility, a Bidder must submit the following documents (besides the other requirements of the tender), original copies or attested copies, as the case may be, in the absence of which the Bid will be rejected.

7.3.1 Format 1: General information about the Bidder

7.3.2 Format 2: Declaration regarding Clean Track Record

7.3.3 Format 3: Declaration of acceptance of Terms & Conditions in the RFP

7.4 Technical Bid

The Technical Bid, besides the other requirements of the Tender, shall comprise the following:

7.4.1. Format 1: Technical Bid Letter

7.4.2 Format 2: Technical Solution

7.4.3 Format 3: Schedules for Technical Evaluation Criteria

7.4.4 Format 4: Compliance for Bill of material given in the RFP

7.4.5 Format 5: No Deviations from the Tender Terms & Conditions

7.4.6 Format 6: Project Experience

7.4.7 **Compliance detail for all sections in the FRS (section 6.1 to 6.2)**

7.5 Financial Bid

The Commercial Bid, besides the other requirements of the Tender, shall comprise the following:

7.5.1 Format 1: Commercial Bid Letter

7.5.2 Format 2: Summary of Cost Components

7.6 Bid Prices

7.6.1. The Bidder shall indicate price in the prescribed format, the unit rates and total Bid Prices of the equipment / services, it proposes to provide under the Contract. Prices should be shown separately for each item as detailed in the Tender Document. In absence of the above information as requested, **the Bid may be considered incomplete and hence rejected**. The price components furnished by the Bidder in accordance with format below will be solely for the purpose of facilitating the comparison of Bids by the MITS/State and will not in any way limit MITS/State's right to contract on any of the terms offered.

7.6.2 The Bidder shall prepare the Bid based on details provided in the Tender Document. It must be clearly understood that the scope of work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the MITS/State. The Bidder shall carry out all the tasks in accordance with the requirement of the Tender Document & due diligence and it shall be the responsibility of the Bidder to fully meet all the requirements of the Tender Document. If during the course of execution of the project any revisions to the work requirements like Technical specifications, Equipment sizing etc. are to be made to meet the goals of the MITS/State, all such changes shall be carried out within the current price.

7.7 Firm Prices

Prices quoted in the Bid must be firm and final and shall not be subject to any upward modifications on any account whatsoever. However, MITS reserves the right to negotiate the prices quoted in the Bid to effect downward modification.

7.7.1 The Commercial Bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. It is mandatory that such charges wherever applicable/payable should be indicated separately in:

Format 3: Breakdown of Cost Components in this RFP

However, should there be a change in the applicable taxes MITS reserves the right to negotiate with the Bidder.

7.1.1 Prices, in any form or by any reason, should not be revealed before opening of the Commercial Bid, failing which the offer shall be liable to be rejected. If price change is envisaged due to any clarification, revised Bid in a separate sealed cover shall be submitted with prior written permission of MITS.

7.2 Bid Currencies

The bidders shall quote the prices only in Indian Rupees (INR).

7.3 Bid Security (Earnest Money Deposit)

The Bidder shall furnish, as part of its Bid, a Bid security in the form of Demand Draft / Bank Guarantee issued by any Scheduled Bank, of Rupees 5,00,000/- (Rupees five lakhs only) pledged in favour of “**Member Secretary, Meghalaya Information Technology Society**”, payable at Shillong, Meghalaya.

The Bidder shall be disqualified if the prescribed EMD is not submitted along with the Bid. The EMD (Bid security) of the unsuccessful Bidder/s will be discharged / returned as promptly as possible, but not later than 60 days after the issuance of Letter of Intent (LoI) to the successful Bidder. No interest will be payable by MITS/MITS/State on the amount of the Bid Security.

The Bid security may be forfeited:

1. If a Bidder withdraws the Bid or increases the quoted prices during the period of Bid validity, or its extended period, without the explicit consent of the department, if any;
or
2. In the case of a successful Bidder, if s/he fails within the specified time limit to:
 - Sign the Contract Agreement; or
 - Furnish the required Performance Bank Guarantee (PBG)

7.4 Bid Validity Period

Period of Validity of Bids

Bids shall remain valid for **180 days** after the date of opening of Technical Bids prescribed by MITS. **A Bid valid for a shorter period may be rejected as non-responsive.** However, the prices finalized after opening the tenders shall not increase throughout the period of

implementation and operation. The prices of components quoted in the Financial Bid by the Bidder shall remain valid for the project period

Extension of Period of Validity

In exceptional circumstances, MITS may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax). The validity of EMD shall also be suitably extended.

7.5 Withdrawal of Bids

Written Notice

The Bidder may withdraw its Bid after the Bid's submission, provided that MITS receives written notice of the withdrawal, prior to the last date prescribed for opening of Bids.

Signing and Marking of Notice

The Bidder's withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions said earlier. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the last date for receipt of Bids.

7.6 Opening of Bids

Decision of MITS would be final and binding upon all the Bidders.

7.7 Evaluation of Technical Bid

The evaluation process of the Tender, will be adopted by MITS as indicated under the clauses 7.16, 7.17, 7.18 and 7.19. The purpose of these clauses is only to provide the Bidders an idea of the evaluation process that MITS may adopt. However, MITS reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason whatsoever.

7.8 Evaluation of Pre requisites

- MITS will examine the Bids to determine whether they are complete, whether the Bid format confirms to the Tender requirements, whether any computational errors have been made, whether required EMD has been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- A Bid determined as not substantially responsive will be rejected by MITS and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- MITS may waive any informality or non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any other Bidder(s).

7.9 Evaluation of Technical Bid

- After qualifying the, pre-requisite criteria, the Technical Bid document will be evaluated as per the requirements specified in the RFP.
- MITS may request the Bidders to make a presentation on their proposal to an Evaluation Committee to be constituted for the purpose.
- **All the Bidders who score a Technical Score of (60%) or more will be declared as technically qualified.** The commercial Bids of only the technically qualified Bidders will be opened for further processing. It is, however, clarified that, subject to other provisions of this RFP, every Bidder will have to comply the minimum technical specifications laid down in the RFP for being qualified technically.
- In order to assist in the examination, evaluation and comparison of Bids, MITS may at its discretion ask the Bidder for a clarification regarding its Bid. The clarification shall be given

in writing immediately, but no change in the price shall be sought, offered or permitted. **However, while giving a clarification, a Bidder may offer a higher specification or model without any impact on Financial Bid to be opened subsequently.**

- The MITS may waive any informality or non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Bids Not Considered For Evaluation

Bids that are rejected during the Bid opening process due to incomplete documentation or late receipt shall not be considered for further evaluation.

7.15.1 Criteria for Evaluation and Comparison of Technical Bids

The criterion as mentioned in section below shall be used to evaluate the technical Bids. All the Bids scoring 60 and above in the technical evaluation will be qualified for commercial Bid opening.

S. No.	Criteria	Weightage
i.	<p>Bidder's experience in setting-up WiFi solutions (which includes WiFi setup in public places, institutions, college, school etc excluding home solution) in India, quantified in terms of number of projects will be evaluated. Setting-up Public WiFi solutions would mean where the Bidder has procured, installed and commissioned WiFi solution (Hardware and Software). Only Projects of at least Rs. 10 Lakh each completed between 1st Jan, 2012 and 30th Nov, 2015 will be considered.</p> <p>Bidder with maximum numbers of projects (maximum capped to 5 projects) shall be awarded full 10 (1 project=2 Marks) marks and the others shall be awarded marks on relative (pro-rata) basis.</p>	10 marks
ii	<p>Solution Proposed</p> <ul style="list-style-type: none"> - Highlight the associated risks / problems and plans for mitigation and explain the technical approach it would adopt to address them – (5 marks) - Understanding about the project (3 marks) - WiFi features available in the proposed solution [2 marks] - Access control and audit trail mechanism through a monitoring tool as per industry standard and security norms defined by various regulatory bodies (bidder should name the <i>tool</i> and provide its <i>specifications</i> and features) [7 marks] 	17 Marks
iii.	<p>Bidder prior experience in implementing Public WiFi solution (which includes WiFi setup in public places, institutions, college, school etc excluding home solution) along with hardware and networking Components in the Eastern/ North East India in last 5 financial years 2010-11 to 2014-15 1 marks per project upto maximum of 5 projects</p>	5 marks

S. No.	Criteria	Weightage
iv	<p>Project Management and Detailed Work Plan The overall project management approach (including resource deployment plan (3 marks), communication plan (2 marks), risk mitigation plan (2 marks) adopted by the responding firm to implement the project to meet the timelines (Adherence to timeline 3 Marks- For Work Plan, evaluation will be based on the detailed Project Plan including day wise, week wise activities with Work Breakdown Structures, Project estimates, milestones etc)</p>	10 Marks
v	<p>Resource:</p> <p>The Bidder must have on its roll at least 10 network qualified professionals with minimum 3 years relevant experience for WiFi/network implementation as on Bid submission date.</p> <p>> 9= 5 marks; 5 to 9 =3 marks; 1 to 4 = 2 marks; (Self certification from HR Head of the bidding company as supporting document)</p>	5
vi.	<p>Presentation and demonstration of each component of proposed WiFi solution including dashboards, monitoring tools, etc</p>	25 Marks
vii	<p>Time period required to complete the Wifi project in all the mentioned locations <i>without any pre conditions</i></p> <p>2 Months: 10 marks 3 Months 5 marks 4 Months 2 marks > 4 months 0 Marks</p>	10
viii	<p>Bidder opting for both the cities Shillong and Tura: [10 marks] Bidder opting for only Shillong or only Tura: [0 marks]</p>	10
ix	<p>Monitoring & Dashboard features:</p> <ul style="list-style-type: none"> -Monthly & Quarterly report generation options for bandwidth utilization by users while accessing internet. [2 marks] - Flexibility to generate customized report location wise, which can be, drill down upto the user mobile number. [2 marks] - Feed back form option [2 marks] - Fault tracking system [2 marks] 	8
Total		100

7.10 Criteria for Evaluation of Bids

- A three-stage procedure will be adopted for evaluation of proposals, with the pre requisites being completed before the technical evaluation and there-after financial proposals being opened and compared. Pursuant to the pre-requisites criterion Bidders will be short-listed for technical Bid. Technical Bids will be opened only for the Bidders who succeed the pre-requisites criterion. The technical Bids for the disqualified Bidders will be returned unopened at the address mentioned on the envelopes containing the technical Bid.
- MITS will review the technical Bids of the short-listed Bidders to determine whether the technical Bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified.
- The commercial Bids for the technically qualified Bidders will then be opened and reviewed to determine whether the commercial Bids are substantially responsive.
- Conditional Bids are liable to be rejected.

7.11 Evaluation of Financial Bids

The financial /commercial Bids would be evaluated based on the overall price quoted, as elaborated below:

- I. The Financial Bids of technically qualified bidders (i.e. minimum technical qualification marks is 60) will be opened on the prescribed date in the presence of bidder representatives.
- II. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- III. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- IV. Any conditional bid would be rejected. There should be only one Commercial bid submitted. Bids having more than one commercial bid would be rejected.
- V. 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. The lowest financial offer bid (L1) shall be selected as the best responsive bidder. In the event that there are 2 or more L1 bidders, the L1 bidder securing the highest technical score will be adjudicated as the “Best responsive bid” for award of the Project.

7.12 Contacting MITS

Contact by Writing

If the Bidder wishes to bring additional information/concern to the notice of MITS/MITS/State, it should be done only in writing, and addressed to Member Secretary, MITS.

7.13 Notification of Award

Notification to Bidder

Before the expiry of the period of validity of the proposal, MITS shall notify the successful Bidder in writing by registered letter or by fax, that its Bid has been accepted. The Bidder shall acknowledge in writing receipt of the notification of selection and shall send his acceptance to enter into agreement within seven (7) days of receiving the notification.

Signing of Contract

The notification of the Selection shall constitute signing of the agreement. The signing of agreement will amount to award of contract and Bidder will initiate the execution of the work as specified in the agreement. At the same time as < > notifies the successful Bidder that its Bid has been accepted, MITS will send the Bidders the Proforma for Contract provided in the Tender Document, incorporating all agreements between the parties. Within 7 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and submit it to MITS.

Discharge of Bid Security

Upon the successful signing of the contract agreement, MITS shall promptly request the Bidder to provide performance Bank guarantee. On receipt of the performance guarantee, the Bid security of the successful Bidder, thereafter referred to as IA will be released.

7.14 Failure to Abide by the Agreement

The conditions stipulated in the agreement shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of MITS with such penalties as specified in the Bidding document and the Agreement.

7.15 Bank Guarantee for Contract Performance

- Within 14 days of the receipt of notification of award from MITS, the successful Bidder shall furnish the performance security in accordance with the Terms & Conditions of Contract.
- Failure of the successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. In case of exigency, if MITS gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by the successful Bidder.

7.16 Rejection Criteria

Besides other conditions and terms highlighted in the tender document, Bids may be rejected under following circumstances:

Rejection Criteria

- Bids submitted without or with improper EMD.
- Bids which do not conform to unconditional validity of the Bid as prescribed in the Tender.
- If the information provided by the Bidder is found to be incorrect / misleading 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 received by MITS after the last date prescribed for receipt of Bids.
- Bids without signature of person (s) duly authorized on required pages of the Bid
- Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- Failure to furnish proofs for information provided

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 by the RFP Document or submission of a Bid not substantially responsive to the Tender Document in every respect.
- Failure to furnish proofs for information provided
- Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (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 RFP Documents.
- The Bidder not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
- If the Bid does not confirm to the timelines indicated in the Bid.

Commercial Rejection Criteria

- Incomplete Price Bid
- Price Bids that do not conform to the Tender's price Bid format.
- Total price quoted by the Bidder does not include all statutory taxes and levies applicable.
- Only lowest three quoted prices for each component shall be considered, other quote may be liable to be rejected.

7.17 Concessions permissible under statutes

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sale Tax Act, 1956, failing which it will have to bear extra cost where Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. MITS will not take any responsibility towards this. However, MITS may provide necessary assistance at its discretion, wherever possible, in this regard.

7.18 Income Tax Liability

The Bidder will have to bear all Income Tax liability both corporate and personal tax.

7.19 Financial Model:

The bidder should quote as per below format:

Quarterly Fixed Cost for Shillong = Rs.....

Quarterly Fixed Cost for Tura =Rs.....

The monitoring tool should provide segregation report of paid user and free WiFi users. The QGR payment shall be calculated from the date of acceptance of FAT by MITS.

Section VIII – General Condition of Contract

8.1. Definitions

In the Contract, the following terms shall be interpreted as indicated:

- “**Bidder**” shall mean an Individual Company registered under the Companies Act 1956 or as defined in this document that participates in the Bidding process
- “**MIT S**” shall mean MIT S/State Government, Meghalaya and shall include its legal representatives, successors and permitted assignees
- “**MIT S’ Representative**” shall mean the person appointed by the state from time to time to act on its behalf at the site for overall coordination, supervision and project management at site
- “**Business Day**” means any day that is not a Sunday or a public holiday (as per the official holidays observed by the MIT S/State)
- The “**Successful Bidder /Implementation Agency (IA)**” means the company with whom the order has been placed for providing Services as specified in this tender/contract and shall be deemed to include the Implementation Agency's successors, representatives (approved by the MIT S/State), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract
- “**Contract**” means the Agreement which will be entered into between MIT S/MIT S/State and the successful bidder which will be called the “Implementing Agency(IA)”.
- “**Commissioning of WiFi components**” means the Supply, Installation, Testing, and Final Acceptance of WiFi components in all the specified location as indicated in this RFP.
- “**Document**” means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer generated micro fiche

“**Effective Date**” means the date on which the Contract between MIT S and successful bidder (to be called the Implementing Agency (IA)) will become effective. Scope of Work
The IA shall abide all the work as specified in the Scope of Work of this RFP

8.5 Duration of the Contract

The Contract which will be signed between MIT S and successful bidder (to be called IA) shall remain valid for a period of the project for **three years from the date of Final acceptance of the WiFi solutions by the MIT S.**

8.6 Contract Performance Guarantee

Within 14 (fourteen) days after the receipt of notification of award of the Contract from the MIT S, the successful Bidder shall furnish Contract Performance Guarantee to MIT S which shall be equal to 10% of the value of the Contract and shall be in the form of a Bank Guarantee Bond from a Scheduled Bank in the Proforma given at Annexure for Proforma for Bank Guarantee.

8.7 Implementation Agency’s (IA) Obligations

- 8.7.1 The IA would be required to supply, install, configure and test the WiFi components and their integration with the. It will be the IA’s responsibility to ensure compliance to the requirements of the WiFi components and continued support of the WiFi component in accordance with and in strict adherence to the terms of this SLA, Scope of work, Functional Requirement Specification (FRS) and the Terms and Conditions of this RFP and the Contract which will be signed between MIT S and successful bidder (IA) as per provisions of this RFP.

8.7.1 In addition to the aforementioned, the IA shall:

- Perform the services specified by the MITS and make available the necessary equipment / facilities / services as may be necessary and other ‘Scope of work’ requirements as specified in the tender and changes thereof
- The IA shall ensure that its team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under the Scope of work defined in this RFP and the provisions of the Contract which will be signed between MITS and IA. The IA shall ensure that the Services are performed through the efforts of team, in accordance with the terms hereof and to the satisfaction of the MITS.

Reporting Progress:

- IA shall monitor progress of all the activities as will be specified in the Contract and submit free of cost monthly progress report about various aspect of the work to the MITS both in soft and hard copies. The MITS on mutual agreement between both parties, i.e MITS and IA, may change the periodicity of such reports. Extracts of the progress report to be termed, as “Executive Summary” shall be submitted in 3 copies, along with 3 copies of monthly progress report. The same is required to be submitted in soft copy as well. Formats for such reporting shall be discussed within a period of 30 (thirty) days from date of Agreement Signing.
- The IA shall reply to the written notice giving details of the measures the IA proposes to take to expedite the progress so as to complete the works by the prescribed time. The IA shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the MITS or MITS’s representative that the actual progress of work does not conform to the approved plan, the IA shall produce at the request of the MITS’s representative a revised plan showing the modification to the approved plan necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance/improvement to the stipulated requirements

8.8 Implementation Agency’s Team

- 8.8.1 The IA shall supply to the MITS, 5 (five) days prior to the effective date of commencement of works/services / Agreement Signing date, an organization chart showing the proposed organization/manpower to be established by the IA for execution of the work/facilities including the identities and Curriculum-Vitae of the key personnel to be deployed. The IA shall promptly inform the MITS in writing of any revision or alteration of such organization charts
- 8.8.2 The IA shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs/charges in connection thereof.
- 8.8.3 The IA shall provide and deploy manpower at the locations/sites for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage/supervise the work in a proper and timely manner.
- 8.8.4 The IA shall ensure that its team/representatives follow good industry practice in executing the works under the project. For this purpose, Good industry practice would mean exercise of that degree of skill, care, diligence, prudence, foresight and judgement which would reasonably be expected from a skilled and experienced role-holder engaged in the tasks.

8.9 Contract Administration

- 8.9.1 Either party may appoint any individual / organization as their authorized representative through a written notice to the other party. Each representative shall have the authority to:
- Exercise all of the powers and functions of his/her Party under the Contract other than the power to amend the Contract and ensure the proper administration and performance of the terms hereof and
 - Bind his or her Party in relation to any matter arising out of or in connection with the Contract
- 8.9.2 The IA shall be bound by all undertakings and representations made by the authorized representative of the IA and any covenants stipulated hereunder with respect to the Contract for and on their behalf
- 8.9.3 For the purpose of execution or performance of the obligations under the Contract the MITS's Representative would act as an interface with the nominated representative of the IA. The IA shall comply with any instructions that are given by the MITS's Representative during the course of the Contract in relation to the performance of its obligations under the terms of the Contract and the Tender
- 8.9.4 A Committee comprising representatives from the MITS and the IA shall meet on a quarterly basis to discuss any issues / bottlenecks being encountered. The IA shall draw the minutes of these meetings and circulate to the MITS

8.10 Right of Monitoring, Inspection and Periodic Audit

The MITS reserves the right to inspect by itself or through a Third Party agency and monitor/assess the progress / performance/ maintenance of the Wifi components at any time during the course of the Contract, after providing due notice to the IA. The MITS may demand any document, data, material or any other information, which it may require to enable it to assess the progress of the project.

Audit by Third Party: MITS may at its discretion appoint a third party for auditing the activities of onsite services and operations of entire services provided to the MITS.

- The MITS shall also have the right to conduct, either itself or through another Third Party as it may deem fit, an audit to monitor the performance of the Wifi service by the Third Party of its obligations/functions in accordance with the standards committed to or required by the MITS. The IA undertakes to cooperate with and provide to the MITS / any other agency/team appointed by the MITS, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the IA failing which the MITS may without prejudice to any other rights that it may have issue a notice of default

8.11 MITS/State's Obligations

- 8.11.1 The MITS representative shall interface with the IA to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. MITS shall provide adequate cooperation in providing details assisting with coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the MITS is proper and necessary

8.11.2 MITS shall ensure that timely approval is provided to the IA, where deemed necessary, which should include WiFi diagram/plans and all specifications related to equipment/material required to be provided as part of the Scope of Work. However, MITS shall only facilitate in providing ROW (Right of Way) and the IA shall have to coordinate with the concerned departments/bodies/etc for availing the permissions.

8.12 Indemnity

8.12.1 The IA shall execute and furnish to MITS a Deed of Indemnity within 1(one) month from date of agreement signing in favour of the MITS in a form and manner acceptable to the MITS, indemnifying the MITS from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

- Any negligence or wrongful act or omission by the IA or the Implementation Agency's Team / or any third party in connection with or incidental to the Contract; or
- A breach of any of the terms of the Implementation Agency's Bid as agreed, the Tender and the Contract by the Implementation Agency, the Implementation Agency's Team or any third party

The indemnity shall be to the extent of 100% in favour of MITS

8.13 Term and Extension of the Contract

8.13.1 The term of the Contract shall be for a period as indicated in the contract and contract shall come to an end on expiry of such period except when its term is extended by MITS.

8.13.2 MITS shall reserve the sole right to grant any extension to the term mentioned above on mutual agreement including fresh negotiations on terms and conditions

8.14 Prices

Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of the Contract for the scope of the Contract subject to Change Order provisions. The Bidder will ensure that prices/ cost for providing free Public WiFi as specified in scope of work during the Bid process will be valid for the entire period of contract and without any additional Operational and Maintenance charges for the same.”

8.15 Change Order

The change order will be initiated only in case-

8.15.1 MITS directs in writing the IA to include any addition to the Scope of Work covered under the Contract or delete any part of the scope of the work under the Contract

8.15.2 IA requests to delete any part of the work which will not adversely affect the operational capabilities of the facilities and if the deletions proposed are agreed to by the MITS/State and for which cost and time benefits shall be passed on to the MITS.

8.15.3 MITS directs in writing the IA to incorporate changes or additions to the Design Criteria requirements already covered in the Contract

8.15.4 Any change order comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a "Variation") shall be the Subject of an amendment to the Contract by way of an increase or decrease in the Contract Price and adjustment of the implementation schedule, if any

8.16 Suspension of Work

The IA shall, if ordered in writing by the MITS' representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The IA shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the IA, if request for same is made and that the suspension was not consequent to any default or failure on the part of the IA. In case the suspension of works is not consequent to any default or failure on the part of the IA and lasts for a period of more than 2 months, the IA shall have the option to request MITS/MITS/State to terminate the Contract with mutual consent.

In the event that the MITS/State suspends the progress of work for any reason not attributable to the IA for a period in excess of 30 days in aggregate, rendering the IA to extend his performance guarantee then MITS/State shall bear only the cost of extension of such Bank Guarantee for such extended period restricted to the normal bank rates as applicable in the international banking procedures subject to the IA producing the requisite evidence from the bank concerned

8.17 Completion of Contract

Unless terminated earlier, the Contract shall terminate on the completion of term as specified in the Contract.

8.18 Payment Schedule

The consolidated charge for all the WiFi locations shall be paid by MITS to IA on quarterly basis, which will be called QGR (Quarterly Generated Revenue). The billing cycle shall start from the date FAT (Final Acceptance Test) for all the mentioned locations in this RFP. The IA shall submit the detailed-consolidated invoice showing the usage in each hotspot-location in triplicate copies to MITS on quarterly basis for release of payment. Along with the invoice IA shall submit the downtime and other parameters mentioned in the SLA section of this RFP which shall be verified by MITS through the monitoring tool provided to MITS by the IA.

8.19 Events of Default by the Implementation Agency

The failure on the part of the IA to perform any of its obligations or comply with any of the terms of the Contract shall constitute an Event of Default on the part of the IA. The events of default as mentioned above may include, but not limited to, inter alia, the following also:

- The IA has failed to perform any instructions or directives issued by MITS which it deems proper and necessary to execute the scope of work under the Contract; or
- The IA has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures / Contract or if the IA has fallen short of matching such standards/targets as the MITS/State may have designated with respect to any task necessary for the execution of the scope of work under the Contract. The above mentioned failure on the part of the IA may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by the MITS/State; or

- The IA has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the MITS/State despite being served with a default notice which laid down the specific deviance on the part of the IA to comply with any stipulations or standards as laid down by the MITS/State; or
- IA / IA's team 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 MITS/State during the term of the Contract and which MITS/State deems proper and necessary for the execution of the Scope of Work under the Contract; or
- The IA has failed to demonstrate or sustain any representation or warranty made by it in the Contract with respect to any of the terms of its Bid or the Tender and the Contract; or
- There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the IA; or
- IA / IA's Team has failed to comply with or is in breach or contravention of any applicable laws

Where there has been an occurrence of such defaults inter alia as stated above, MITS shall issue a notice of default to the IA, setting out specific defaults / deviances / omissions and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.

8.20 Exit Management

8.20.1 Purpose

- I. This sets out the provisions, which will apply on expiry or termination of the Contract/MSA(Master Services Agreement), the Project Implementation, Operation and Management SLA.
- II. In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- III. The Parties (MITS and IA) shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

8.20.2 Exit Management Plan

- I. The IA for Compute Infrastructure shall provide MITS or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, and the Operation and Management SLA.
- II. This Exit Management plan shall be furnished in writing to MITS or its nominated agencies within 120 days from the Effective Date of this Agreement.

8.21 Consequences in Event of Default

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

- For cases where permissible time is not indicated in the contract, MITS will decide, at its discretion, the quantum of reasonable time to cure the default
- MITS may impose any such obligations and conditions and issue any clarifications as may be necessary to inter-alia ensure smooth continuation of Services and the project

which the IA shall be obliged to comply with. This may include unilateral re-determination of the consideration payable to the IA hereunder. The IA shall, in addition, take all available steps to minimize loss resulting from such event of default.

8.22 The MITS may by a written notice of suspension to the IA, suspend all payments to the IA under the Contract provided that such notice of suspension:

- Shall specify the nature of the failure, and
- Shall request the IA to remedy such failure within a specified period from the date of receipt of such notice of suspension by the IA .

8.23 Termination of the Contract

8.23.1 The MITS reserves the right to terminate the contract with 30 days notice to IA.

8.23.2 MITS may retain such amounts from the payment due and payable by the MITS to the IA as may be required to offset any losses caused to the MITS as a result of such event of default and the IA shall compensate the MITS for any such loss, damages or other costs, incurred by the MITS in this regard. Nothing herein shall effect the continued obligation of other members of its Team to perform all their obligations and responsibilities under the Contract in an identical manner as were being performed before the occurrence of the default

8.23.3 Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the IA may have resulted from such default and pursue such other rights and/or remedies that may be available to the MITS under law.

8.24 Termination

The MITS may terminate the Contract in whole or in part by giving the IA prior written notice indicating its intention to terminate the Contract under the following circumstances:

- Where it comes to the MITS's attention that the IA (or the IA's Team) is in a position of actual conflict of interest with the interests of the MITS in relation to any of terms of the Implementation Agency's Bid, the Tender or the Contract
- Where the IA'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 IA, any failure by the IA to pay any of its dues to its creditors, the institution of any winding up proceedings against the IA or the happening of any such events that are adverse to the commercial viability of the IA. In the event of the happening of any events of the above nature, the MITS shall reserve the right to take any steps as are necessary to ensure the effective transition of the project to a successor Implementation Agency/service provider, and to ensure business continuity
- **Termination for Default:** The MITS may, at any time, terminate the Contract by giving 30 days written notice to the IA without compensation to the IA in the Event of Default on the part of the IA which may include failure on the part of the IA to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under the Contract
- **Termination for Insolvency:** The MITS may at any time terminate the Contract by giving written notice to the IA without compensation to the IA, if the IA becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the MITS

- **Termination for Convenience:** The MITS may by prior written notice sent to the IA at least 3 months in advance terminate the Contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the MITS's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective

8.25 Consequences of Termination

- 8.25.1 In the event of termination of the Contract, due to any cause whatsoever, except where termination is for MITS's convenience, the IA shall be blacklisted and the Contract will stand cancelled effective from the date of termination of the Contract
- 8.25.2 Nothing herein shall restrict the right of the MITS 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 MITS under law

The termination thereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination

8.26 Penalty

Commencement of activities for Commissioning of Wifi components and ongoing performance and service levels shall be as per timelines and parameters stipulated by the MITS in the Contract, failing which the MITS may at its discretion impose penalties on the IA as defined in the Service Level Agreement of this RFP document.

8.27 Force Majeure

- 8.27.1 Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract
- 8.27.2 The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The MITS will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the IA in performing any obligation as is necessary and proper to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above
- 8.27.3 In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure

8.28 Liquidated Damages

- 8.28.1 Subject to Force Majeure if the Bidder fails to complete the Supply, Installation, Configuration, Testing and Training and Final Acceptance of the Wifi components before the scheduled completion date or the extended date or if IA repudiates the Contract before completion of the Work, the MITS, at its discretion, may without prejudice to any other right or remedy available to the MITS the Contract recover a maximum of 20% (twenty percent) of the project cost from the IA as Liquidated Damages (LD). This 20% (twenty percent) will be staggered over a period of the project
- 8.28.2 The MITS may without prejudice to its right to affect recovery by any other method deduct the amount of liquidated damages from any money belonging to the IA in its hands (which includes the MITS's right to claim such amount against IA's Bank Guarantee) or which may become due to the IA. Any such recovery or liquidated damages shall not in any way relieve the IA from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.

8.29 Dispute Resolution

- The MITS and the IA 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
- If, after Thirty (30) days from the commencement of such direct informal negotiations, the MITS and the IA have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in the below clauses
- In the case of a dispute or difference arising between the MITS and the IA relating to any matter arising out of or connected with the Contract, such dispute or difference shall be referred to the award of two Arbitrators. One Arbitrator to be nominated by the MITS and the other to be nominated by the IA or in case of the said Arbitrators not agreeing then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference and in case the Arbitrators cannot agree to the Umpire he may be nominated by the Secretary, Indian Council of Arbitration, Meghalaya. The award of the Arbitrators in the event of their not agreeing of the Umpire appointed by them or by the Secretary, Indian Council of Arbitration, MITS/State, shall be final and binding on the parties
- The Arbitration and Conciliation Act, 1996, and the rules thereunder and any statutory modification or reenactments thereof, shall apply to the arbitration proceedings
- The venue of arbitration shall be Shillong, Meghalaya, India.
- The MITS may terminate the Contract by giving a written notice of termination of minimum 30 days to the IA
- Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations

8.30 Conflict of Interest

The IA shall disclose to the MITS in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the IA or the IA's Team) in the course of performing the Services as soon as practically possible after it becomes aware of that conflict.

8.31 Severance

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of the Contract shall remain in full force and effect.

8.32 "No Claim" Certificate

The IA shall not be entitled to make any claim, whatsoever against MITS under or by virtue of or arising out of the Contract, nor shall the MITS entertain or consider any such claim, if made by the IA after he shall have signed a "No claim" certificate in favour of the MITS in such forms as shall be required by the MITS after the works are finally accepted.

8.33 Publicity

The IA shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless the MITS first gives the IA its written consent.

8.34 General

Relationship between the Parties

- 8.34.1 Nothing in the Contract will constitute any fiduciary relationship between the MITS and IA / IA's Team or any relationship of employer employee, principal and agent, or partnership, between the MITS and IA
- 8.34.2 No Party will have any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract
- 8.34.3 Under no circumstances, shall the IA appoint any sub-contractor or sub-lease out the contract (unless already specified as in the case of IA's/Joint Venture etc). If it is found that the IA has violated these conditions, the contract will be terminated forthwith without any notice, by the authority of who has approved the award of the contract.
- 8.34.4 The IA shall submit a report of successful installation of Wi-Fi Network, which shall be verified by the officers nominated MITS after checking connectivity of every Node with the Server. With regard to successful installation of Wi-Fi network, the decision of MITS shall be final and binding.
- 8.34.5 Physical security of the equipment and relevant accessories should be the sole responsibility of the IA.
- 8.34.6 The IA shall essentially have to provide a minimum speed of 512 Kbps to the end user across the locations identified for quality experience. The speed shall not be compromised with at any cost and shall be subject to periodical evaluation and quality assessment.
- 8.34.7 The IA cannot and will not seek stoppage of Wifi services to the general public in case of any pending dispute in any court of law or before an Arbitrator etc. as the case may be within the stipulated contract period.
- 8.34.8 The IA shall have to provide a Dashboard with user credential to MITS for real time monitoring the Bandwidth Usage, Quality and Performance.--The report should depict the mobile number of the user availing the WiFi services.

- 8.34.9 Branding and advertisement shall be allowed at the landing page, however during the usage of the free wifi and paid internet thereafter, no promotional activities shall be allowed unless so approved in writing by MITS. However, it can be considered on revenue sharing basis in ratio of 50:50(i.e. MIT: IA)
- 8.34.10 IA shall ensure availability of adequate spares and support for the installed system. OEM must authorize the IA/bidder for taking up the maintenance operations for it and should ensure the continuous supply & support for the said period
- 8.34.11 The companies who are not OEMs for the goods and services offered must enclose authorization letters from the respective OEM.
- 8.34.12 The IA/ OEM must be an ISO: 9001 / 14001 /18001 certified firm.
- 8.34.13 The IA/ OEM must have service center to provide services within 24 hrs. of intimation
- 8.34.14 The proposed OEM must have their registered office and support center in India.
- 8.34.15 The MITS has no obligations to the IA's Team except as agreed under the terms of the Contract

No Assignment

The IA shall not transfer any interest, right, benefit or obligation under the Contract without the prior written consent of the MITS

Survival

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of the Contract and in relation to confidentiality, the obligations continue to apply unless the MITS notifies the IA of its release from those obligations

Compliance with Laws

The IA shall comply with the laws in force in India in the course of performing the Contract

Notices

A "notice" means:

- a. a notice; or
- b. consent, approval or other communication required to be in writing under the Contract

All notices, requests or consents provided for or permitted to be given under the Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received 7 days after mailing or on the date of delivery if personally delivered whichever is earlier:

To
Member Secretary
Meghalaya Information Technology Society
Secretariat Hill Road, Shillong
Meghalaya 793001

at:

Meghalaya, MITS NIC Building, Secretariat Hill, Shillong 793 001

To IA at:

Attn:

[Phone:]

[Fax:]

Any Party may change the address to which notices are to be directed to it by notice to the other parties in the manner specified above

A notice served on a Representative is taken to be notice to that Representative's Party

Waiver

- 8.34.16 Any waiver of any provision of the Contract is ineffective unless it is in writing and signed by the Party waiving its rights
- 8.34.17 A waiver by either Party in respect of a breach of a provision of the Contract by the other Party is not a waiver in respect of any other breach of that or any other provision
- 8.34.18 The failure of either Party to enforce at any time any of the provisions of the Contract shall not be interpreted as a waiver of such provision

8.35 Response to RFP

Proofs needed

The IA is required to furnish the necessary certificates/proofs from clients as mentioned in the RFP response format during the process of Bidding. If necessary proofs cannot be obtained from the client, then reasons for non-procurement need to be clearly stated. It is left to the discretion of MITS to deem the claim as valid

Note: Proofs submitted by the IA which are deemed invalid by MITS may lead to disqualification of the Bidder from the Bidding process

8.36 Modification

Any modification of the Contract shall be in writing and signed by an authorized representative of each Party

8.37 Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them

8.38 IT Act 2000

Besides the terms and conditions stated in this document, the contract shall also be governed by the overall acts and guidelines as mentioned in IT Act 2000, and any other guideline issued by DoT, TRAI, and any other government body/authority from time to time.

Section – IX Formats for applying to the RFP

Format for Response to the tender: Pre-Requisite Bid

Format 1 – Pre-Requisite Bid Letter

To,

Member Secretary
Meghalaya Information Technology Society
Secretariat Hill Road, Shillong
Meghalaya 793001

Sir,

Subject: Appointment of an Agency for Supply, Installation, Configuration, and Support for Wifi Services in Shillong/ Tura

Reference: Tender No: <Tender Reference Number> Dated <dd/mm/yyyy>

We, the undersigned Bidders, having read and examined in detail all the Tender documents do hereby propose to provide the services as specified in the Tender document number <Tender Reference Number> Dated <dd/mm/yyyy> along with the following:

a. Earnest Money Deposit (EMD)

We have paid an EMD of Rs.-/- (Rupeesonly) through the portal (<http://meghalaya.gov.in> or <http://ditmeghalaya.gov.in>). This EMD is liable to be forfeited in accordance with the provisions of the - **General Conditions of the Contract**.

b. Contract Performance Guarantee Bond

We hereby declare that in case the contract is awarded to us, we shall submit the Contract Performance Guarantee Bond in the form prescribed in this RFP - Proforma and as per **General Conditions of Contract in this RFP**.

We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge and belief.

We understand that our Bid is binding on us and that you are not bound to accept a Bid you receive.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Format 2 - General Information about the Bidder

Details of the Prime Bidder (Company)		
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Status of the Company (Public Ltd/ Pvt. Ltd)	

4.	Details of Incorporation of the Company	Date:		
		Ref. #		
5.	Details of Commencement of Business	Date:		
		Ref. #		
6.	Valid Sales tax registration no.			
7.	Valid Service tax registration no.			
8.	Permanent Account Number (PAN)			
9.	Name & Designation of the contact person to whom all references shall be made regarding this tender			
10.	Telephone No. (with STD Code)			
11.	E-Mail of the contact person:			
12.	Fax No. (with STD Code)			
13.	Website			
14.	Financial Details (as per audited Balance Sheets) (in crore)			
15.	Year	2012-2013	2013-2014	2014-2015
16.	Net Worth			
17.	Turn Over			
18.	PAT			

Format 3 - Declaration Regarding Clean Track Record

To,

Member Secretary
Meghalaya Information Technology Society
Secretariat Hill Road, Shillong
Meghalaya 793001

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. _____] regarding Appointment of an Implementing Agency for Supply, Installation, Commissioning, Training and Testing and Maintenance services for Public WiFi solution of the MITS/State for the period of the project. I hereby declare that our company has not been debarred/black listed by any Government / Semi-Government organizations in India. I

further certify that I am competent officer duly authorized by the company to make this declaration on behalf of the company.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Format 4 – Declaration of Acceptance of Terms & Conditions in the RFP

To,

Member Secretary
Meghalaya Information Technology Society
Secretariat Hill Road, Shillong
Meghalaya 793001

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [No.] for Appointment of an Implementing Agency for Supply, Installation, Commissioning, Training and Testing and Maintenance services for Public WiFi solutions in Shillong and Tura.

I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Section X - Format for Response to Tender: Technical Bid

Format 1 – Technical Bid Letter

To,

Member Secretary
Meghalaya Information Technology Society
Secretariat Hill Road, Shillong
Meghalaya 793001

Sir,

Subject: Appointment of an Implementing Agency for Supply, Installation, Commissioning of Public Wifi Solution in (please tick the appropriate option) Shillong Tura Shillong and Tura

Reference: Tender No: <Tender Reference Number> Dated <dd/mm/yyyy>

We, the undersigned Bidders, having read and examined in detail all the Tender documents do hereby propose to provide the services as specified in the Tender document number <Tender Reference Number> Dated <dd/mm/yyyy> along with the following:

1. Earnest Money Deposit (EMD)

We have paid an EMD of Rs./- (Rupees only) through the portal (<http://meghalaya.gov.in>). This EMD is liable to be forfeited in accordance with the provisions of - *General Conditions of the Contract*.

2. Deviations

We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations, assumptions and deviations, all of which have been detailed out exhaustively in the following statements, irrespective of whatever has been stated to the contrary anywhere else in our Tender:

- Statement of Deviations from Tender Terms and Conditions is as specified in General Terms and Conditions

Further we agree that additional conditions or assumptions, if any, found in the Tender documents other than those stated in deviation schedule shall not be given effect to.

3. Contract Performance Guarantee Bond

We hereby declare that in case the contract is awarded to us, we shall submit the Contract Performance Guarantee Bond in the form prescribed in the RFP.

4. Bid Validity Period

We agree to abide by this Bid for a period of 180 days after the date fixed for Bid opening or for any further period for which Bid validity has been extended and it shall remain binding upon us and Bid may be accepted at any time before the expiration of that period.

We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge and belief.

We understand that our Bid is binding on us and that you are not bound to accept a Bid you receive.

Thanking you,
Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Format 2: Performa for No Deviation Declaration

To,
Member Secretary
Meghalaya Information Technology Society
Secretariat Hill Road, Shillong
Meghalaya 793001

Reference:

Sir,

There are no deviations (null deviations) from the terms and conditions of the tender. All the terms and conditions of the tender are acceptable to us.

Yours faithfully, for and on behalf of M/s _____ (Name of the manufacturer)

Signature

Name

Designation

Address

Date

Authorized signatory's signature and stamp

Format 3 – Project Experience

S. No.	Item	Details
General Information		
1	Customer Name/Government Department	
2	Name of the Contact Person and Contact details for the project	
Brief Description of scope of Project		
Size of the project		
3	Contract Value of the project (in crores)	
4	Capital Expenditure involved (by the govt./ client)	
5	Total cost of the services provided (by the Bidder)	
Project Details		
6	Name of the project	
7	Start Date/End Date	
8	Current Status (work in progress, completed)	
9	Contract Tenure	
10	Type of Project	
11	Solution architecture employed & core Components	
12	Scope of Service Delivery System	
13	Tools Deployment	

Note: The above detail must be accompanied by the copy purchase order / service order

Section XI - Format for Response to Tender: Commercial Bid

Format 1 – Commercial Bid Letter

To,

Member Secretary
Meghalaya Information Technology Society
Secretariat Hill Road, Shillong
Meghalaya 793001

Sir,

Subject: Appointment of an Implementing Agency for Supply, Installation, Commissioning, for Public Wifi solution in Shillong Tura Shillong and Tura (please tick the appropriate option)

Reference: Tender No: <Tender Reference Number> Dated <dd/mm/yyyy>

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect of **Appointment of an Implementing Agency for Supply, Installation, Configuration, and Support for Public Wifi Solution for MITS** do hereby propose to provide services as specified in the Tender documents number <Tender Reference Number> Dated <dd/mm/yyyy>

1. Price 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 calendar days from the date of opening of the Tenders.
- We hereby confirm that our Tender prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- We have studied the clause relating to Indian Income Tax and 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 Bid.

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 Bid 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. Bid Price

We declare that our Bid Price is for the entire scope of the work as specified in the Schedule of Requirements and Tender documents. These prices are indicated in this RFP document.

7. Contract Performance Guarantee Bond

We hereby declare that in case the contract is awarded to us, we shall submit the Contract Performance Guarantee Bond in the form prescribed in this RFP document 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.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Format 2 - Summary of Cost Components

Fixed Quarterly Cost for Shillong : Rs....

Fixed Quarterly Cost for Tura : Rs....

Section XII - Annexure

Annexure - I: Bidding Document Acknowledgement Form

Dated:

To,

Member Secretary
Meghalaya Information Technology Society
Secretariat Hill Road, Shillong
Meghalaya 793001

Dear Sir,

We hereby acknowledge receipt of a complete set of Bidding Documents consisting of Five Annexure (along with their Appendices) enclosed to the "Invitation for Bid" pertaining to providing of _____ services against tender no. _____.

We have noted that the closing date for receipt of the tender by < MITS/State> is _____ at <> hrs. (IST) and opening at <> hrs. (IST) on the same day.

We guarantee that the contents of the above said Bidding Documents will be kept confidential within our organization and text of the said documents shall remain the property of < MITS/State> and that the said documents are to be used only for the purpose intended by < MITS/State>.

Our address for further correspondence on this tender will be as under:

Telex no:
Fax no: Telephone no:
Personal attention of:
(if required)

Yours faithfully,

(Bidder)

Note: This form should be returned along with offer duly signed

Annexure – II: Proforma of Bank Guarantee towards Performance Security

PERFORMANCE GUARANTEE

Ref. No. _____ Bank Guarantee No _____
Dated _____

To,

Member Secretary
Meghalaya Information Technology Society
Secretariat Hill Road, Shillong
Meghalaya 793001

Dear Sir,

In consideration of Officer, Department of Information Technology < MITS/State> (hereinafter referred to as '< >', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) after receipt of the work order dated _____ with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and DIT having agreed that the CONTRACTOR shall furnish to MITS a performance guarantee for Indian Rupees for the faithful performance of the entire CONTRACT.

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rupees. (in figures) _____ (Indian Rupees (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by DIT on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by MITS in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that MITS at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that MITS may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees that MITS shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in MITS against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of < MITS/State> or any indulgence by MITS to the said CONTRACTOR(s) or any such matter or thing whatsoever

which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of < MITS/State> under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till MITS discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of < MITS/State> or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of Shillong, Meghalaya.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rupees. (in figures) _____ (Indian Rupees (in words) _____) and our guarantee shall remain in force until _____. (indicate the date of expiry of bank guarantee)

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of < MITS/State> under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of < MITS/State> under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this..... day of20__ at.....

WITNESS NO. 1

(Signature)
Full name and official
Address (in legible letters)

(Signature)
Full name, designation and
address (in legible letters)
with Bank stamp

Attorney as per power of
Attorney No.....

WITNESS

NO. 2

Dated.....

(Signature)
Full name and official
Address (in legible letters)

Annexure – III: Format for Manufacturer Association Form

Ref. No. _____

Date:

To,

MITIS/State Nodal Officer
< Address >

Sub: RFP ref no:

Dear Sir,

Please refer to your Notice Inviting Tenders for Appointment of an Agency for Supply, Installation, Commissioning, Public Wifi Solution in Shillong and Tura

M/S _____ (Bidder), who is our reliable distributor for the last _____ years, is hereby authorized to quote on our behalf for this _____ prestigious _____ tender.

We undertake the following regarding the supply of all the equipments and related software as described in this tender

1. It will be ensured that in the event of being awarded the contract the machines will be delivered by M/s _____ (Bidder) & maintained by M/S _____ properly as per the conditions of the contract. For this purpose, we shall provide M/S _____ (Bidder) necessary technical support including technical updates, software version updates (such as Firmware, Operating System) and upgrades, required patches, replacements & spares to the Bidder as per the RFP conditions. If M/s _____ fails to maintain the hardware/ software and MITIS/State is compelled to appoint an operator due to non-maintenance of the equipment supplied by us or for any other reason whatsoever, we will provide necessary support to the new operator who is a authorized partner to us for the remaining period of the project as per the RFP and SLA to be signed with the Bidder, in the event of his being successful. An original copy of equipment warranty (repair / replacement) shall be submitted to the client/ purchaser at the time of installation.
2. The equipment supplied will not be under end of life/ end of sale for 5 years from the date of Final Acceptance Test approval by the MITIS. Also the supplied equipments in this project should not be declared end of support within five years of its installation (i.e. from the day of Final Acceptance Test approval by the MITIS). In case it happens M/s _____ will have to replace that equipment with equivalent new equipment.
3. If due to any reason whatsoever, the tie up between our Company & M/S _____ (Bidder) breaks down subsequently or supply/ installation does not take place for a reason not attributable to MITIS/State, alternative arrangements as prescribed in pt-1 will apply.

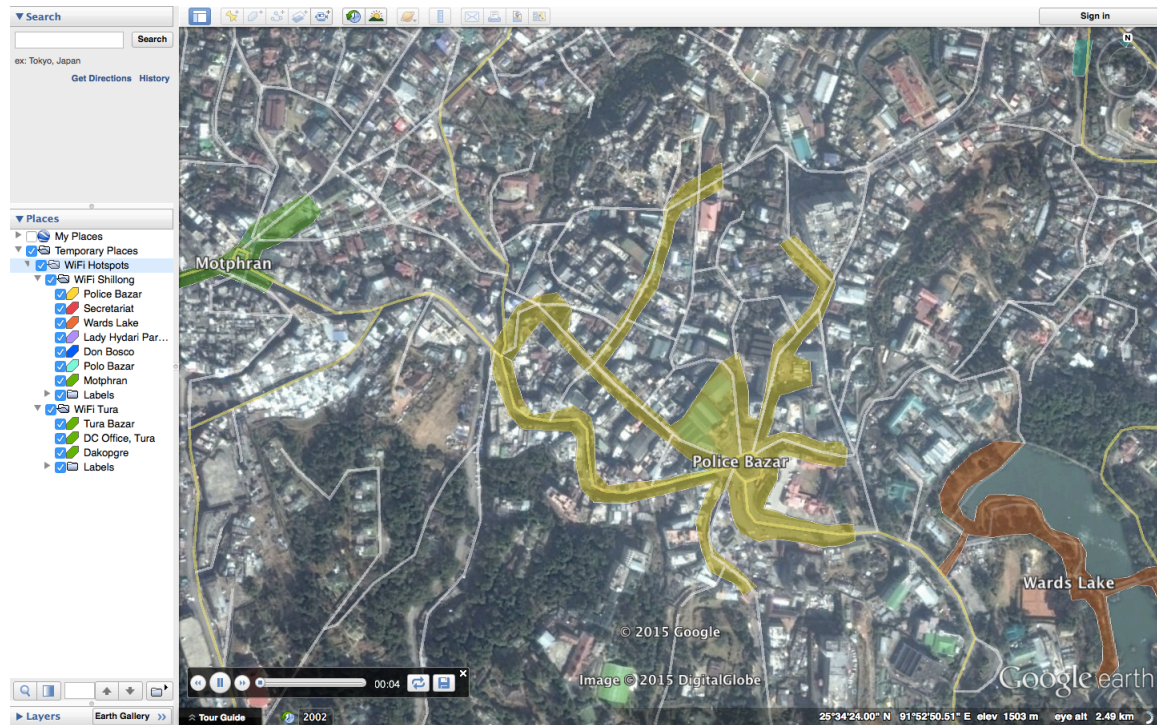
Yours faithfully,

(NAME) (Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

Annexure – IV: Geographical Maps of hotspot locations

1. Police Bazar



2. Secretariat



3. Wards Lake



4. Lady Hydari Park



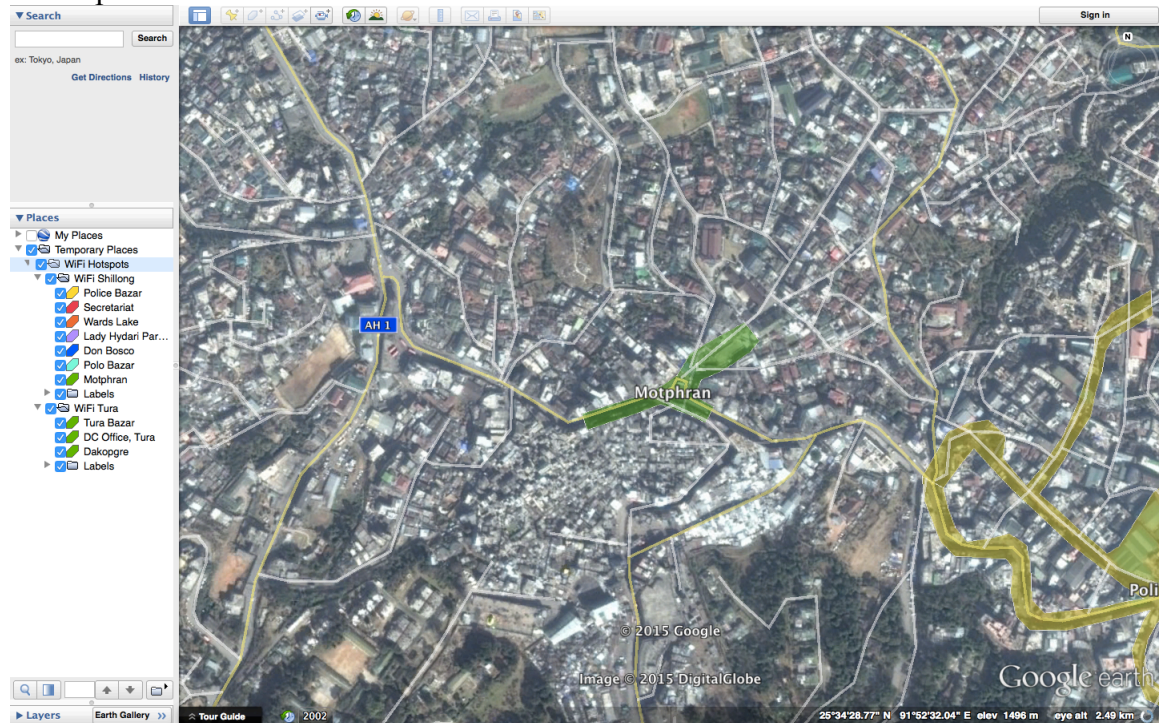
5. Don Bosco



6. Polo Bazar



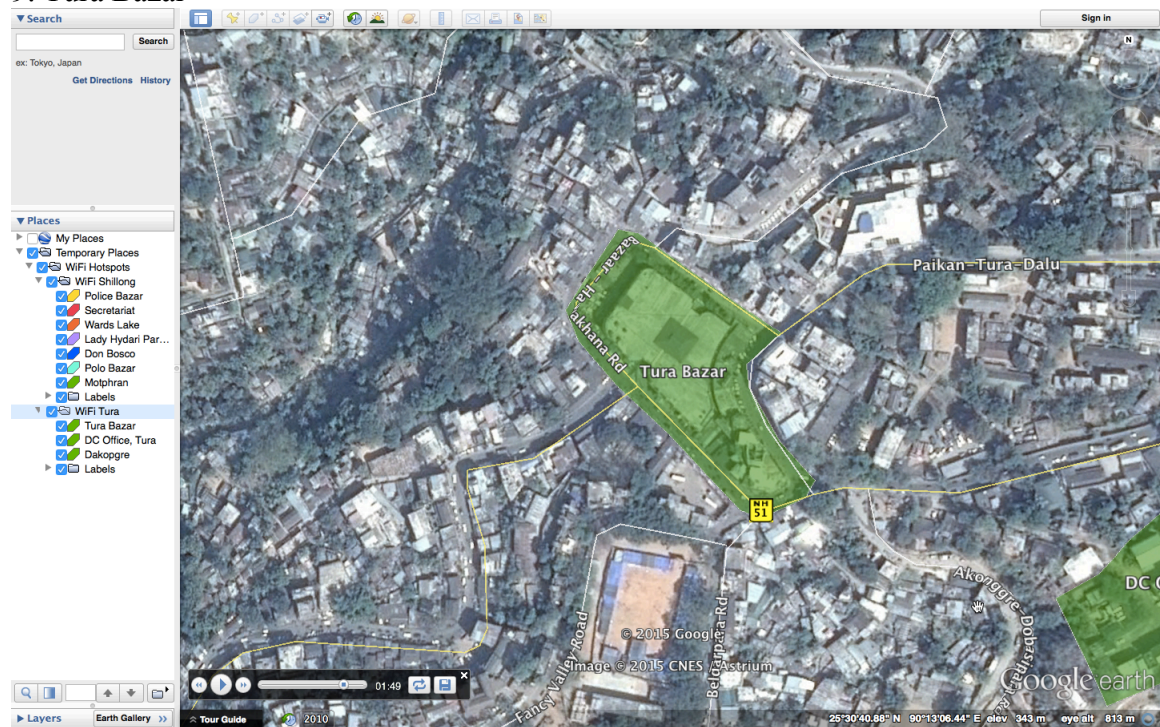
7. Motphran



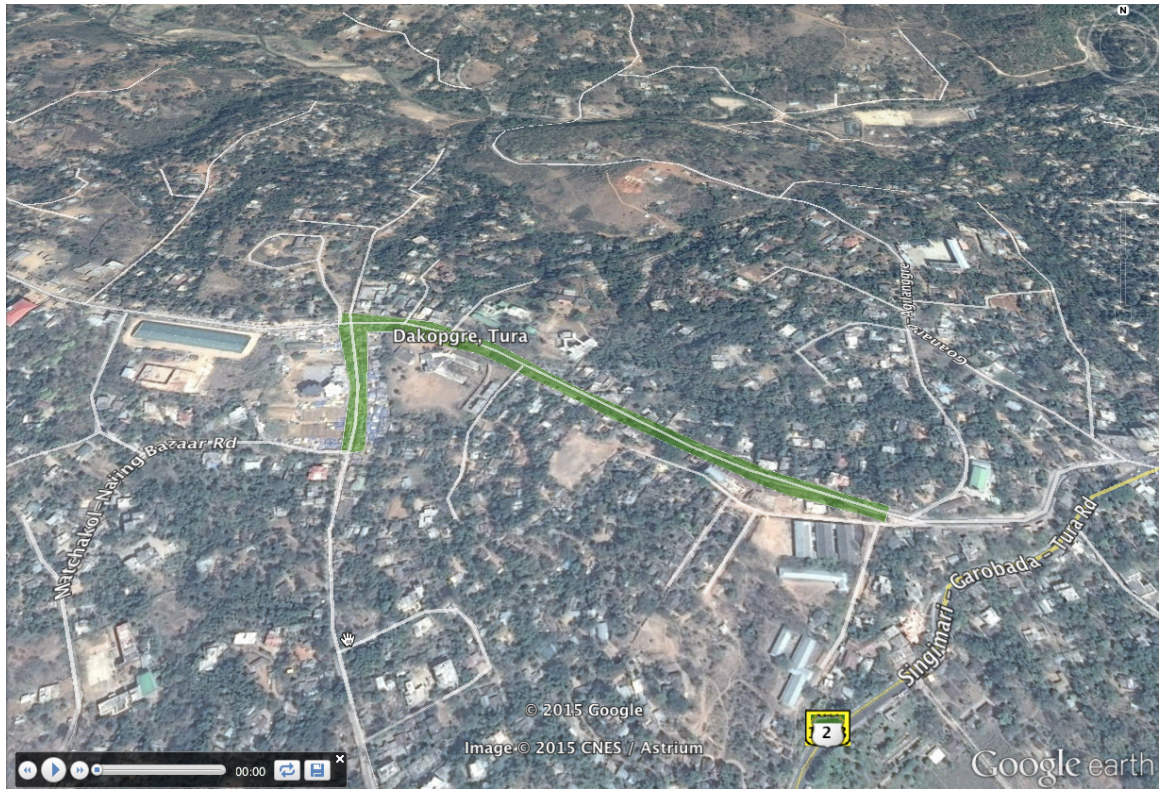
8. DC Office Tura



9. Tura Bazar



10. Dakopgre, Tura



FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR EMD

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Ref. No. _____ Guarantee No. _____ Date: _____

To,
Shri. D. P . Wahlang
Commissioner & Secretary,
Meghalaya Information Technology Society,
Shillong, Meghalaya, 793001

Dear Sir,

In consideration of the _____ (Insert name of the Bidder) submitting the Bid inter alia forduring the period _____ {Insert Period}, in response to the RFP issued by **MITS, GOVERNMENT OF MEGHALAYA, GROUND FLOOR, NIC BUILDING, SECRETARIAT HILLS, SHILLONG - 793001** vide Tender No.Dated Shillong the and _____ {Insert Name of the bidder} being a bidder, required to deposit EMD as per the terms of the RFP, the (insert name of bank) hereby agrees unequivocally, irrevocably and unconditionally to pay **Meghalaya Information Technology Society (MITS)** (hereinafter referred to as “**Nodal Agency**”) at Shillong forthwith on demand in writing from **MITS** or any Officer authorized by it in this behalf, any amount upto and not exceeding Rs.....) , on behalf of M/s _____ (insert name of Bidder).

This guarantee shall be valid and binding on this Bank for a period of 180 days from the date of submission of the bid and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

The Guarantor Bank hereby agrees and acknowledges that the Nodal Agency shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit. The bank guarantee will be invoked in the account of MITS as under:

Name of Account Holder	Member Secretary, Meghalaya Information Technology Society (MITS)
Bank Name & Branch Name & Address	
IFS Code	
Account No.	
Pan No.	

Our liability under this Guarantee is restricted to Rs...../- (Rupees) from the date of opening of bids). The Nodal Agency shall be entitled to invoke this Guarantee until ____ (insert date which is one month after the date in the preceding sentence).

If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s _____ (Bidder's name) on whose behalf this Guarantee is issued.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by the Nodal Agency, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Nodal Agency.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by the Bidder or any other person. The Guarantor Bank shall not require the Nodal Agency to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Nodal Agency in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Nodal Agency shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Bidder, to take any claim against or any demand on Bidder or to give any notice to the Bidder to enforce any security held by the Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Nodal Agency and may be assigned, in whole or in part, (whether absolutely or by way of security) by Nodal Agency to any entity to whom the Nodal Agency is entitled to assign its rights and obligations.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. / - (Rupees only), and it shall remain in force for a period of 180 days with an additional claim period of one month thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if the Procurer serves upon us a written claim or demand.

Signature _____ Name _____ Power of Attorney No. __

For

_____ (Insert name of
the Bank) Banker's Stamp and
Full Address.

Dated this _____ day of _____

Annexure – VI: Abbreviations

<i>AAA</i>	<i>Authentication, Authorization and Accounting</i>
<i>ACL</i>	<i>Access Control List</i>
<i>ARP</i>	<i>Address resolution protocol</i>
<i>BGP</i>	<i>border gateway protocol</i>
<i>BOQ</i>	<i>Bill of Quantity</i>
<i>CPU</i>	<i>Central Processing Unit</i>
<i>DCO</i>	<i>Data Centre Operator</i>
<i>DHCP</i>	<i>Dynamic Host Configuration Protocol</i>
<i>DMZ</i>	<i>De-Militarized Zone</i>
<i>DNS</i>	<i>Domain Name Server</i>
<i>EMS</i>	<i>Enterprise Management System</i>
<i>FC</i>	<i>Fiber Channel</i>
<i>FCIP</i>	<i>Fiber Channel over IP</i>
<i>FTP</i>	<i>File Transfer Protocol</i>
<i>FAT</i>	<i>Final Acceptance Test</i>
<i>G2B</i>	<i>Government To Business</i>
<i>G2C</i>	<i>Government To Citizen</i>
<i>G2G</i>	<i>Government To Government</i>
<i>GBIC</i>	<i>Giga Bit interface</i>
<i>Gbps</i>	<i>Gigabits per second</i>
<i>GE</i>	<i>Gigabit Ethernet</i>
<i>GHz</i>	<i>Giga Hertz</i>
<i>GUI</i>	<i>Graphical User Interface</i>
<i>H/W</i>	<i>Hardware</i>
<i>HDD</i>	<i>Hard Disk Drive</i>
<i>HIPS</i>	<i>Host Intrusion Prevention System</i>
<i>HTML</i>	<i>Hypertext Markup Language</i>
<i>IA</i>	<i>Implementing Agency</i>
<i>I/O</i>	<i>Input/ Output</i>
<i>IDS</i>	<i>Intrusion Detection System</i>
<i>IP</i>	<i>Internet Protocol</i>
<i>IEEE</i>	<i>International electrical and electronics engineers</i>
<i>IPS</i>	<i>Intrusion Prevention System</i>
<i>IT</i>	<i>Information Technology</i>
<i>ITIL</i>	<i>Information Technology Infrastructure Library</i>
<i>Kbps</i>	<i>Kilobits per second</i>
<i>L2</i>	<i>Layer 2</i>
<i>LACP</i>	<i>Link Aggregation Control Protocol</i>

<i>LAN</i>	<i>Local Area Network</i>
<i>LUNs</i>	<i>logical unit number</i>
<i>MAC</i>	<i>Media Access Control</i>
<i>Mbps</i>	<i>Megabits per second</i>
<i>MITS</i>	<i>Meghalaya Information Technology Society</i>
<i>NAT</i>	<i>Network Address Translation</i>
<i>NOC</i>	<i>Network Operation and Control</i>
<i>O&M</i>	<i>Operation and Maintenance</i>
<i>OEM</i>	<i>Original Equipment Manufacturer</i>
<i>OFC</i>	<i>Optical Fiber Channel</i>
<i>OS</i>	<i>Operating System</i>
<i>QoS</i>	<i>Quality of Service</i>
<i>QGR</i>	<i>Quarterly Guaranteed Revenue</i>
<i>RAM</i>	<i>Random Access Memory</i>
<i>RDBMS</i>	<i>Relational Database Management System</i>
<i>S/W</i>	<i>Software</i>
<i>SAN</i>	<i>Storage Area Network</i>
<i>SAS</i>	<i>Secure Attention Sequence</i>
<i>SFP</i>	<i>Small Form Factor Pluggable</i>
<i>SLA</i>	<i>Service Level Agreement</i>
<i>SNMP</i>	<i>Small Network Management Protocol</i>
<i>IA</i>	<i>System Integrator</i>
<i>TB</i>	<i>Tera Byte</i>
<i>TCP</i>	<i>Transmission Control Protocol</i>
<i>VLAN</i>	<i>Virtual Local Area Network</i>
<i>VPN</i>	<i>Virtual Private Network</i>
<i>WAN</i>	<i>Wide Area Network</i>
<i>XML</i>	<i>Extensible Markup Language</i>

