

**Request for Proposal
For**

**Appointment of an Agency for Setting up and
Maintenance Support of Centralized GIS LAB
Infrastructure of MITS**

Ref No: MITS. 6/2014/47

Date: 21 January 2015

Meghalaya Information Technology Society

(A Society under Information Technology Department, Govt. of Meghalaya)

NIC Building, Secretariat Hill, Shillong 793 001



Table of Contents

| | |
|--|-----------|
| Section I Background | 8 |
| 1.1 About the requirement..... | 8 |
| 1.2 About the existing GIS Laboratory..... | 8 |
| 1.3 About the existing State Data Center | 9 |
| 1.4 About MITS..... | 9 |
| Section II - Invitation to Bid..... | 12 |
| 2.1 Issuer | 12 |
| 2.2 Issuer and Address for Bid Submission & Correspondence | 12 |
| 2.3 Key Events & Dates | 13 |
| 2.4 Procurement of RFP Document..... | 13 |
| 2.5 Pre Bid Conference..... | 13 |
| 2.6 Amendment of RFP Document..... | 14 |
| 2.7 Venue and Deadline for submission of Proposal..... | 14 |
| Section III – Eligibility Criteria | 16 |
| Table 3.1: Pre-Qualification Criteria | 16 |
| Section IV – Scope of Work..... | 19 |
| 4.1. Scope of Work..... | 19 |
| 4.2. Proposed System Architecture..... | 20 |
| 4.3. Salient Feature of the Proposed Architecture | 21 |
| 4.4. Existing MSDC Setup | 21 |
| 4.5. LAN Network Connectivity | 22 |
| 4.6. Data Digitization | 22 |
| 4.7. Electricals:..... | 23 |
| 4.8. Site Survey | 23 |
| 4.9. Scope of Services - Operation and Maintenance Phase..... | 24 |
| 4.10. Detail Bill Of Material (GIS Infrastructure)..... | 24 |

| | |
|---|-----------|
| Section V – Service Level Agreement..... | 27 |
| Section VI – Functional Requirement Specification..... | 31 |
| 6.1. Functionality Specifications | 31 |
| 6.2. GIS Desktop software specifications..... | 31 |
| 6.3. Image processing and Photogrammetric Solution specifications | 33 |
| 6.4. GIS Server Solution specifications | 35 |
| 6.5. Spatial RDBMS specifications | 36 |
| 6.6 Low End Desktop Workstation Specification..... | 39 |
| 6.7 High end desktop workstation specifications..... | 41 |
| 6.8 GPS device specifications | 43 |
| 6.9 Multi functional scanner/printer specifications..... | 46 |
| 6.10 Switch specification | 46 |
| Section VII: Instructions to the Bidders..... | 48 |
| 7.1 Procedure for Submission of Bids | 48 |
| 7.2 Documents Comprising the Bids | 50 |
| 7.3 Pre Qualification Bid..... | 50 |
| 7.4 Technical Bid | 51 |
| 7.5 Financial Bid | 51 |
| 7.6 Bid Prices | 51 |
| 7.7 Firm Prices | 52 |
| 7.8 Bid Currencies..... | 52 |
| 7.9 Bid Security (Earnest Money Deposit) | 52 |
| 7.10 Bid Validity Period | 53 |
| 7.11 Withdrawal of Bids | 53 |
| 7.12 Opening of Bids..... | 53 |
| 7.13 Evaluation of Pre Qualification and Technical Bid..... | 53 |
| 7.14 Evaluation of Pre Qualification Bid | 54 |
| 7.15 Evaluation of Technical Bid..... | 54 |

| | | |
|--|---|-----------|
| 7.16 | Criteria for Evaluation of Bids..... | 57 |
| 7.17 | Evaluation of Financial Bids..... | 57 |
| 7.18 | Contacting the State Implementation Agency..... | 59 |
| 7.19 | Notification of Award..... | 59 |
| 7.20 | Failure to Abide by the Agreement..... | 60 |
| 7.21 | Bank Guarantee for Contract Performance..... | 60 |
| 7.22 | Rejection Criteria..... | 60 |
| 7.23 | Concessions permissible under statutes..... | 61 |
| 7.24 | Income Tax Liability..... | 61 |
| Section VIII – General Condition of Contract..... | | 62 |
| 8.1. | Definitions..... | 62 |
| 8.2 | Interpretation..... | 63 |
| 8.3 | Representations & Warranties..... | 64 |
| 8.4 | Scope of Work / Contract..... | 66 |
| 8.5 | Duration of the Contract..... | 66 |
| 8.6 | Contract Performance Guarantee..... | 66 |
| 8.7 | Implementation Agency’s Obligations..... | 66 |
| 8.8 | Implementation Agency’s Team..... | 67 |
| 8.9 | Statutory Requirements..... | 69 |
| 8.10 | Contract Administration..... | 69 |
| 8.11 | Right of Monitoring, Inspection and Periodic Audit..... | 69 |
| 8.12 | State’s Obligations..... | 70 |
| 8.13 | Information Security..... | 70 |
| 8.14 | Ownership of Equipment..... | 71 |
| 8.15 | Risk Management..... | 71 |
| 8.16 | Indemnity..... | 71 |
| 8.17 | Confidentiality..... | 71 |
| 8.18 | Term and Extension of the Contract..... | 72 |

| | | |
|--|---|-----------|
| 8.19 | Prices | 72 |
| 8.20 | Change Orders/Alteration/Variation..... | 72 |
| 8.23 | Suspension of Work..... | 74 |
| 8.24 | Completion of Contract | 75 |
| 8.25 | Payment Schedule | 75 |
| 8.26 | Events of Default by the Implementation Agency..... | 76 |
| 8.27 | Exit Management..... | 77 |
| 8.28 | Consequences in Event of Default..... | 78 |
| 8.30 | Termination of the Contract..... | 79 |
| 8.31 | Termination | 79 |
| 8.32 | Consequences of Termination..... | 80 |
| 8.33 | Penalty..... | 80 |
| 8.34 | Force Majeure | 80 |
| 8.35 | Liquidated Damages | 81 |
| 8.36 | Dispute Resolution..... | 81 |
| 8.37 | Conflict of Interest..... | 82 |
| 8.38 | Severance | 82 |
| 8.39 | Governing Language..... | 82 |
| 8.40 | “No Claim” Certificate | 82 |
| 8.41 | Publicity..... | 83 |
| 8.42 | General..... | 83 |
| 8.43 | Response to RFP..... | 85 |
| 8.44 | Modification | 85 |
| 8.45 | Application | 85 |
| 8.46 | IT Act 2000 | 85 |
| Section IX: Format for Response to the tender: Pre-Qualification Bid..... | | 88 |
| | Format 1 – Pre-Qualification Bid Letter | 88 |
| | Format 2 - General Information about the Bidder | 90 |

| | |
|---|------------|
| Format 3 – Pre-Qualification Criteria | 91 |
| Format 4 - Declaration Regarding Clean Track Record | 94 |
| Format 5 – Declaration of Acceptance of Terms & Conditions in the RFP | 95 |
| Section X - Format for Response to Tender: Technical Bid | 97 |
| Format 1 – Technical Bid Letter | 97 |
| Format 2 – Technical Solution | 99 |
| Format 3 – Schedules for Technical Evaluation Criteria..... | 100 |
| Format 4: Compliance for Bill of material given in the RFP | 103 |
| Format 5: Performa for No Deviation Declaration..... | 112 |
| Format 6 – Project Experience | 113 |
| Section XI - Format for Response to Tender: Commercial Bid | 115 |
| Format 1 – Commercial Bid Letter..... | 115 |
| Format 2 - Summary of Cost Components..... | 118 |
| Format 3 – Breakdown of Cost Components | 119 |
| Format 4: Bill of Materials:..... | 120 |
| Section XII - Annexure..... | 124 |
| Annexure - I: Bidding Document Acknowledgement Form..... | 124 |
| Annexure – II: Proforma of Bank Guarantee towards Performance Security..... | 126 |
| Annexure – III: Format for Manufacturer Association Form | 129 |
| Annexure – IV: Abbreviations | 131 |

Section - I

Background

Section I Background

1.1 About the requirement

The Government of Meghalaya desires to have a centralized GIS based solution to cater to the needs of its various departments. While each of the line departments will be able to access, process and view spatial data pertaining to their own department, it is however desirable to ultimately keep the data in a centralized server. This will enhance security and provide a uniform standard which will facilitate aggregation of information for usages where multi-departmental data is needed. For the purpose of inter-departmental co-ordination and implementation of the centralized GIS solution, the government has appointed the Information Technology Department as the Nodal Department.

It is important to mention here that the IT Department has a set up a GIS Lab more than a decade ago. The available assets at and list of projects carried out by the Lab are detailed in the sections below. Also under NeGP, the department has established a state of the art State Data Center and a State Wide Area Network connecting the line departments. The IT Department wants to leverage these existing facilities while implementing the centralized GIS based solution. This solution will initially be accessible through MSWAN intranet.

The solution should be scalable to enable the government, in the future, to place the GIS information on a Web Portal and make it available on internet. It should also be IPv6 compliant and in line with national standards since GIS will become one of the Mission Mode Projects under the Digital India Programme.

1.2 About the existing GIS Laboratory

Remote Sensing and GIS technology has been introduced in the Department of Information Technology, Meghalaya since 2005 by establishment of a GIS laboratory. The intention behind the setting up of a State GIS laboratory was to enable the state to be spatially capable and also to make and generate an inventory of the various spatial features and components in the state in terms of natural resources, administrative units, boundaries, utilities etc and identify the need for user departments thereby, making maximum utilization of these modern technology for effective planning, management and decision making.

The main task for setting up the GIS cell can be seen here as under

- a. Establishment of required hardware, software and operationalization and implementation of Geomatics in the state of Meghalaya.
- b. Preparation of Natural Resources Atlas for entire state of Meghalaya
- c. Preparation of Digital Elevation Model of Meghalaya
- d. Master plan for Urban Development in the state of Meghalaya
- e. Capacity building in the use of remote sensing and GIS techniques among the officers of the Line Departments.

List of completed projects:

- a. Administrative map of Meghalaya
- b. Health infrastructures mapping project
- c. Delineation of block boundary
- e. Mapping of Road networks
- f. Mapping of Drainage pattern
- g. Water bodies mapping
- h. Mapping of utilities
- i. Village locations

1.3 About the existing State Data Center

The Meghalaya State Data Center (MSDC) was commissioned in September 2012 and currently it hosts about 17 applications. The state wants to further leverage the MSDC by hosting more applications in it like the centralized GIS application. Some of the existing items which may be leveraged in MSDC for the GIS application are as follows:

| S No. | Existing SDC Module | Make & Model | Sub-Modules |
|-------|---|---|-------------|
| 1. | IPS/ IDS, Firewall | Cisco- IPS 4270-20[Part # - IPS4270-20-4GE-K9] Cisco-ASA 5580-20 Appliance [Part # - ASA5580-20-8GE-K9] | |
| 2. | SAN Storage Management Software / Controller | IBM DS5000 Storage Manager Client IBM SAN Volume Controller 2145 | |
| 3. | Backup Solution | IBM Tivoli Storage Manager | |
| 4. | Antivirus , HIPS | McAfee EPO Antivirus, IBM Proventia HIPS | |
| 5. | Blade Servers (2 Nos) (For GIS application installation) | 64 bit Intelx86 based CPU, 1.73 GHz 16 GB RAM. Note: Servers can be integrated with the existing MSDC database Oracle 11G, Microsoft SQL Database 2008. These blade servers are installed with antivirus and monitored centrally. | |
| 6. | Operating System License | Microsoft Server 2008 - 3 License and Red Hat Server 5.4 – 3 License | |
| 7. | Database | Oracle 11g Enterprise Edition and Microsoft SQL Database 2008 Enterprise Edition (both having processor based licensing policy) | |

1.4 About MITS

Meghalaya Information Technology Society (MITS) was established in the year 2008 under Meghalaya Society 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). MITS has achieved a commendable rate of implementation of NeGP initiatives and it has been able to establish some of the important infrastructure in the field of e-governance like the MSWAN, MSDC, Common Service Centers (CSCs), State Portal and State Service Delivery Gateway (SSDG) etc.

Section - II

Invitation to Bid

Section II - Invitation to Bid

With the above background in mind, the objective of this RFP is therefore to select a Systems Integrator (SI) who will implement a centralized GIS based solution for the state of Meghalaya. The SI is required to study and understand the requirement & the available infrastructure and to offer its GIS solution accordingly to the Meghalaya Information Technology Society (MITS), IT Department. The solution should cover the requirement end-to-end and as specified in the scope of work below. The SI is expected to suggest & supply appropriate platforms; install, commission, test and provide warranty & support services for the platforms for three years from the date of commissioning. The SI should also provide training and technical manpower to MITS. The SI should ensure that at least the following are fulfilled:

1. The GIS system enables users from various departments to access spatial databases hosted centrally.
2. The GIS application is customized as per requirements.
3. That the existing spatial data is migrated into a standard GIS RDBMS.
4. The system should facilitate sharing of spatial database through a spatial framework
5. The system should enable a GIS based Decision Support System (DSS).

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

2.1 Issuer

State Nodal Agency would herein after refer as MITS (Meghalaya Information Technology Society) invites proposals for “Supply, Installation, Configuration, and Support for the Components of Centralized GIS LAB as per the scope of the Bid”.

2.2 Issuer and Address for Bid Submission & Correspondence

Member Secretary Meghalaya Information Technology Society (MITS), NIC Building, Ground Floor, Secretariat Hill, Shillong 793 001 Meghalaya
E-Mail: dit-meg@nic.in Phone number: 0364/ 2500400

2.3 Key Events & Dates

| Event | Target Date |
|---|----------------------------------|
| Notice Inviting Tender | 21.01.2015 (Wed) |
| Last date to send in requests for clarifications on the tender document | 30.01.2015 till 04:00 P.M. (Fri) |
| Date and Time for Pre- Bid Conference | 03.02.2015 at 11 A.M. (Tue) |
| Response to Pre-Bid Clarifications | 05.02.2015 (Thu) |
| Last date for submission of Bids | 20.02.2015 till 11:00 AM. (Fri) |
| Opening of Pre qualification Bids | 20.02.2015 at 11:30 AM. (Fri) |
| Opening of Technical Bids | 20.02.2015 at 04:00 PM. (Fri) |
| Presentation on technical Bid by short-listed Bidders | 27.02.2015 at 10:30 AM. (Fri) |
| Opening of commercial Bids | 27.02.2015 at 4:00 PM. (Fri) |

Note:

- 1. This Tender Document is not transferable**
- 2. Only prospective bidders who have paid the tender document fee of Rs. 5000/- to MITS as specified below will be allowed to attend the Pre-Bid Conference**

2.4 Procurement of RFP Document

The tender document can be downloaded from the State website <https://meghalaya.gov.in> or <http://ditmeghalaya.gov.in>. Tender fee of Rs. 5000/- (Five thousand only (non refundable) to be remitted through a Demand Draft, from any commercial Nationalized/ 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.

2.5 Pre Bid Conference

MITS shall organize a Pre Bid Conference on the scheduled date and time in the Meghalaya Information Technology Society, NIC building, Secretariat Hill, Shillong 793 001. Please note that the Bidder will not be allowed to attend the Pre-Bid Conference in the absence of the tender fee. **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 have to inform MITS on the mail id mentioned above regarding its intention to attend the pre-Bid conference.**

2.6 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.

2.7 Venue and Deadline for submission of Proposal

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

Member Secretary,
Meghalaya Information Technology Society (MITS),
Information Technology Department, Government of Meghalaya,
Ground Floor, N.I.C. Building,
Secretariat Hill Road, Shillong – 793001,
Meghalaya
E-Mail: dit-meg@nic.in

Phone Number: 0364/2500400

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.

Section - III

Eligibility Criteria

Section III – Eligibility Criteria

The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity & volume of the work involved, the following criteria are prescribed as Pre-Qualification Criteria for Bidder interested in undertaking the project. The Bidder must also possess the Technical know-how and the Financial wherewithal that would be required to successfully provide the GIS 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 Bid is open to all Bidders who qualify the eligibility criteria as given below:

Table 3.1: Pre-Qualification Criteria

| Sr. No | Qualification Criteria | Documents/Information to be provided in the submitted proposal |
|--------|--|---|
| 1 | The responding firm / agency should have made a payment of Rs. 5,000/- (Rupees Five Thousand only) for the RFP document | DD for Rs. 5,000/- in favour of “ Member Secretary, Meghalaya Information Technology Society ” payable at Shillong through any scheduled bank. |
| 2 | Legal Entity i. Company should be registered under Companies Act, 1956 ii. Registered with the Service Tax Authorities | i. Certificate of Incorporation, valid as on date of tender opening date ii. Service Tax Registration Certificate |
| 3 | Average Annual Sales Turnover by System Integration (SI) in ICT related activities during of the last three (3) financial years (FY 13-14, FY 12-13 and FY 11-12) as per the last published balance sheets - Rs. 25 Crores or more in each financial year | i. Extracts from the audited Balance sheet and Profit & Loss; OR ii. Certificate from the statutory auditor. |
| 4 | Company experience in implementation of integrated turnkey projects which includes GIS System Integration for Computing Infrastructure, Storage, GIS Software Implementation and Configuration in India with at least 5 (Five) GIS SI projects with minimum value of Rs. 20 lakhs each completed in last 5 financial years (FY 2009-10 to 2013-14) Specifically each project should have components of Hardware, | Details of Experience of responding firm/ Project Citation supported with Work order / Project completion certificates from client |

| Sr. No | Qualification Criteria | Documents/Information to be provided in the submitted proposal |
|--------|--|---|
| | Networking, GIS Application Helpdesk, Management & Maintenance etc. necessarily for this project | |
| 5 | The responding firm must have a minimum number of 5 technically qualified personnel each having minimum 3 years of work experience in the domain of GIS Software Implementation and configuration, as on 31 st Dec, 2014 on its roll. | Certificate from HR Department for number of technically qualified professionals employed by the company along with any other statutory supporting document |
| 6 | The bidder should be an authorised reseller/ distributor/ channel partner/ implementation partner of GIS Software and/ or GIS Platform and other hardware components from original OEMs. | Certificate/ Letter from the respective OEMs authorising the bidder to quote their product and declaring the bidder would be able to provide the quoted items on time with warranty as required by the buyer. |
| 7. | Minimum CMM level 3 certification valid as on the date of opening of this bid | Copy of Certificate from competent authority. |
| 8. | The Bidder shall furnish, as part of its Bid, an Earnest Money Deposit (EMD) of Rs. 15,00,000 (Fifteen Lacs Only) in the favor of “Member Secretary, Meghalaya Information Technology Society”, payable at “Shillong, Meghalaya”. | |

The Bidder has to ensure that while submission of the Bids, all the pages of the Bids are signed by the competent authority and also all the pages are numbered and properly indexed. If any of the Bids is found to be without proper signature, page numbers and index, it will be liable for rejection.

Section - IV

Scope of Work

Section IV – Scope of Work

4.1. Scope of Work

The proposed project is envisaged to provide MITS with state-of-the-art centralized GIS infrastructure and will also enable line department users to access, process and view spatial data hosted centrally. The SI is expected to study and understand the available infrastructure (hardware and software) at the MSDC and leverage the same as much as possible while proposing the GIS solution to MITS.

Various items and services that are imperative to achieve the proposed GIS, Remote Sensing, and photogrammetric solutions etc which need to be delivered by the successful bidder/SI include the following:

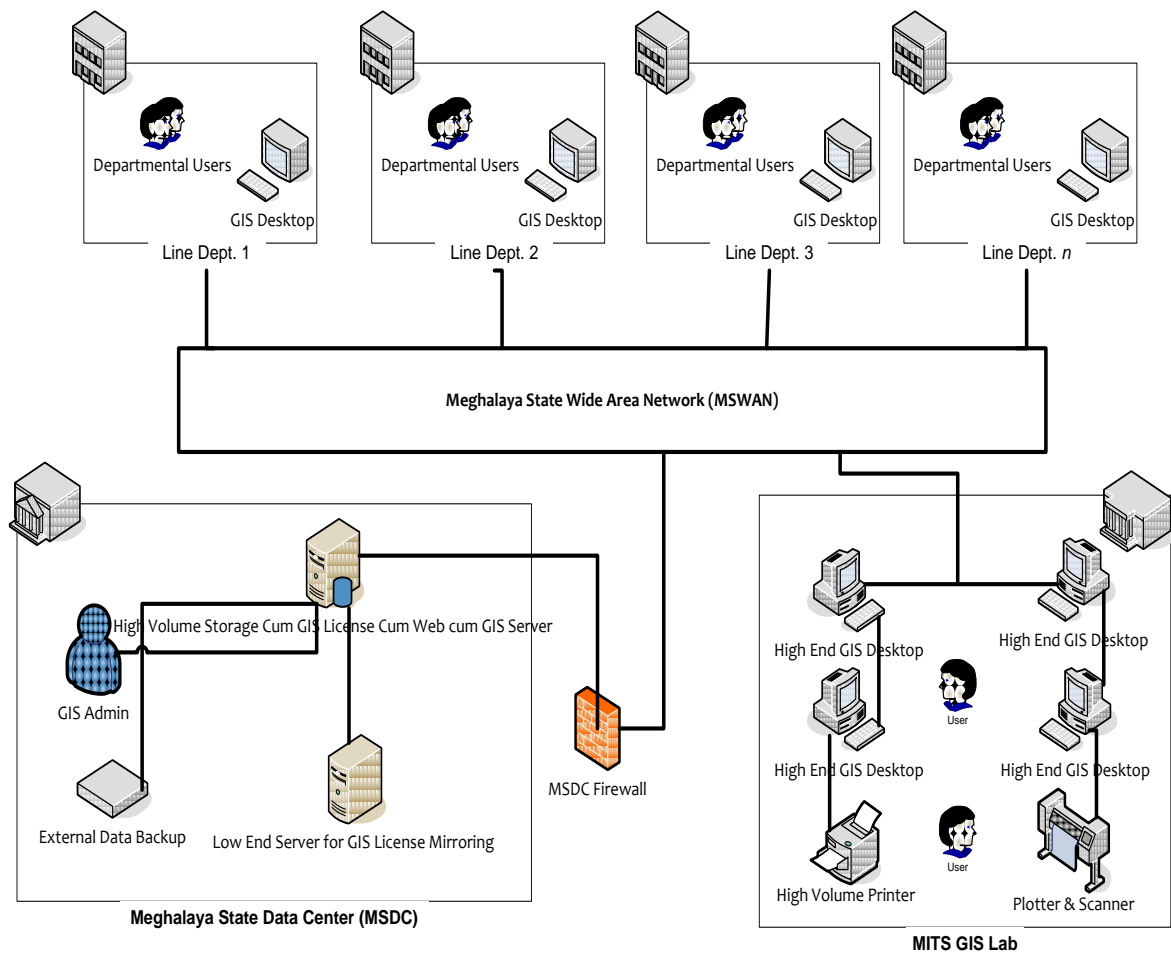
- 4.1.1. Supply, installation, maintenance and support of the GIS base solution for creation, storage and processing of GIS data using the existing MSDC infrastructure
- 4.1.2. Supply of Remote Sensing based software for processing of satellite imageries as well as storage of the imageries in different supported formats.
- 4.1.3. Maintenance of the Hardware and software solutions supplied by the SI for a minimum period of 3 years extendable to 5 years.
- 4.1.4. Supply, Installation and maintenance of the items necessary to make the centralized server solution complete (e.g. driver, software & its updates/ patches/ upgrades etc) for a minimum period of 3 years extendable to 5 years.
- 4.1.5. Annual technical support for the GIS, RS Photogrammetric solutions and hardware supplied under the project for a minimum period of 3 years from the date of commissioning extendable to 5 years.
- 4.1.6. Post implementation support for minimum three years extendable to 5 years involving additional customizations, programming of the complete solution both at MSDC and at the departments. Bidders are expected to quote *unit rates* for post-implementation support to help MITS decide on the mode of support it will take as per need.
- 4.1.7. Inspections of network at the user departmental premises.
- 4.1.8. Capacity building and training at the MITS GIS LAB premises.
- 4.1.9. Technical support for future migration to the cloud environment.
- 4.1.10. Deploy technical GIS specialist to handle all GIS based issues and for spatial data digitization etc on need basis.
- 4.1.11. LAN connectivity to the equipment from MSWAN connectivity point at the departments/ MITS GIS Lab and electrical connections as per requirement. SI for Compute Infrastructure will be responsible for setting up LAN Networking as per requirement. Hence, unit rate for LAN as well as for power connectivity should be provided in the bid.
- 4.1.12. Integration of server with the existing SAN storage at MSDC.
- 4.1.13. Any other activity required to make the GIS solution fully functional.
- 4.1.14. Minimum Five concurrent GIS users should be able to access the GIS desktop Software.

- 4.1.15. Minimum one concurrent GIS user should be able to access the GIS photogrammetry software package, Digital image processing/ Remote Sensing package.
- 4.1.16. Facilitate in procurement of different forms of GIS data from Govt agency within the O&M phase
- 4.1.17. O&M phase shall start after the successful completion of FAT and shall include various activities like GIS application upgrade, additional training with upgrade of the solution etc.
- 4.1.18. All GIS nodes should be made operational along with the applications in GIS lab as well as in line departments.

- Note:**
- 1. Since the departments to be included under this project have not been finalized only unit prices for relevant networking items and services should be provided in the bids accordingly in this RFP.
 - 2. Since quantum of spatial data digitization at the departments and involvement of resources is yet to be ascertain man month rates for these services should be provided in the bids accordingly in this RFP.

4.2. Proposed System Architecture

The following diagram depicts the high level system architecture which has been envisaged by MITS for this project.



4.3. Salient Feature of the Proposed Architecture

The GIS Infrastructure (Hardware, Software and Networking) required by MITS GIS Lab have been envisaged under -three categories as mentioned below:

- i. GIS Infrastructure (Hardware, software, networking etc.) required at Meghalaya State Data Centre (MSDC) for central hosting and data storage etc.
- ii. GIS Infrastructure (hardware, software, peripheral, networking etc.) required at MITS GIS Lab
- iii. GIS Infrastructure (hardware, software, peripheral, networking etc.) required at Line Departments

4.4. Existing MSDC Setup

| S No. | Existing SDC Module | Make & Model [Sub-Modules] |
|-------|---------------------|----------------------------|
|-------|---------------------|----------------------------|

| | | |
|----|--|--|
| 1. | IPS/ IDS, Firewall | Cisco- IPS 4270-20[Part # - IPS4270-20-4GE-K9] Cisco-ASA 5580-20 Appliance [Part # - ASA5580-20-8GE-K9] |
| 2. | SAN Storage Management Software / Controller | IBM DS5000 Storage Manager Client IBM SAN Volume Controller 2145 |
| 3. | Backup Solution | IBM Tivoli Storage Manager |
| 4. | Antivirus , HIPS | McAfee EPO Antivirus, IBM Proventia HIPS |
| 5. | Blade Servers (2 Nos) (For GIS application installation) | Model: HS22 type 7870, Memory Slot: 12 DIMM slots 64 bit Intelx86 based CPU, 1.73 GHz 16 GB RAM. Note: Servers can be integrated with the existing MSDC database Oracle 11G, Microsoft SQL Database 2008. These blade servers are installed with antivirus and monitored centrally. |
| 6. | Operating System License | Microsoft Server 2008 - 3 License and Red Hat Server 5.4 – 3 License |
| 7. | Database | Oracle 11g Enterprise Edition and Microsoft SQL Database 2008 Enterprise Edition (both having processor based licensing policy) |

4.5. LAN Network Connectivity

The selected Bidder will undertake the following:

- I. The SI shall coordinate for SWAN connectivity to the Department offices. In case of connectivity of GIS nodes with the SWAN PoP is within the range of CAT6 cable, SI is required to provide connectivity through CAT-6 cable. In case of connectivity of GIS nodes with the SWAN PoP in the same complex / compound or between 2 adjacent buildings SI is required to provide connectivity through OFC (wherever CAT6 is not feasible).
- II. All networking equipment required to provide the LAN connectivity to meet the requirements of the Project and is also to be provided by the selected Bidder as part of this RFP

4.6. Data Digitization

Since correctness of information and data quality is of prime importance for any public service, data digitization should be viewed as a very critical activity.

The selected Bidder will undertake the following:

- I. SI shall digitise historical data at the implementation sites (at MITS LAB and Line Departments in Shillong) as per requirement.
- II. SI shall formulate the Data Digitisation Strategy which will also include internal quality assurance mechanism.

- III. SI shall perform pilot data digitisation exercise to validate the conversion programs.
- IV. SI shall ensure complete data cleaning and validation for data digitised and loaded on to GIS Application as per requirement.
- V. SI shall validate the data before uploading the same to the production environment.
- VI. SI shall generate appropriate control reports before and after digitisation to ensure accuracy and completeness of the data.
- VII. SI shall conduct the acceptance testing and verify the completeness and accuracy of the data Digitised to GIS Application.
- VIII. SI shall ensure that all meta data and spatial data will be stored in a uniform recognised GIS standard preferably the GIS standard followed by DeitY, Government of India.

SI may follow the following approach for digitization:

1. Identification & planning

- Identifying data points to be digitized
- Identify the Office/location where data is available
- Assessment of volume of data to be digitized
- Define process for continuous verification and correction of the digitized data

2. Establishing ownership of digitized data with State Government

3. Establish data verification and quality control measure

4. Perform data entry and scanning etc

5. Verifying and validate the digitized data

6. Porting of the digitized data to State Data Centre (SDC)

4.7. Electricals:

The following minimum specifications are to be provided (wherever required):

- i. Electrical Sockets: ISI marked flame retardant 5 Pin sockets with 15A rating and compatible switches should be installed.
- ii. Lighting should be done using CFL (Compact Fluorescent Light).
- iii. PVC insulated flexible Copper cable (Minimum Core of 1.5 sq. mm.) should be used for electrical cabling. There should be at least a gap of 1 ft between electrical and network cables.
- iv. ISI mark Casing Pipe (HDPE) should be used for casing of both electrical and networking cable.

4.8. Site Survey

(All the locations are within Shillong)

The SI should come out with a detailed site survey report which shall articulate the following:

- Electrical Points, sockets, wiring and casing
- Earthing and power wattage requirement/availability
- Network (Router, switch, modem, etc.)
- Support infrastructure (UPS etc.)
- Internet Bandwidth Connectivity
- I/O points & LAN cabling
- Site specific challenges, if any
- Any other relevant materials for providing connectivity to the Centralized GIS Lab.

The Site Survey report needs to be submitted to Nodal officer, MITS.

4.9. Scope of Services - Operation and Maintenance Phase

The selected Bidder is responsible for the day to day maintenance of the system for the entire period of Contract. For the IT Infrastructure procured as part of this RFP, the selected Bidder will be responsible for smooth Operations and Maintenance Services for the period covering onsite support for 3 years of warranty from the date of Go-Live covering the following:

- I. Warranty support
- II. Periodic and AMC support including repair and replacement hardware and networking items.
- III. Annual Technical Support (ATS) for all the licensed software including free updates, patches and upgrades from OEM.
- IV. Providing remote Help desk support with escalation matrix for registration of complaints related to the GIS solution including processing & storage infrastructure.
- V. Provide need based manpower for, digitization and Training.
- VI. Provide technical GIS specialist to handle all GIS based issues/ activities for a minimum of 3 months as per requirement and on need basis subsequently.

4.10. Detail Bill Of Material (GIS Infrastructure)

| Sl no. | Item | Quantity |
|--------|--|----------|
| 1 | High end GIS Desktop workstations with preloaded 64 bit OS | 2 |
| 2 | Low end GIS Desktop workstations with preloaded 64 bit OS | 8 |
| 3 | Photogrammetry software package with one concurrent user | 1 |
| 4 | Digital Image Processing /Remote Sensing Package with one concurrent user. | 1 |
| 5 | GIS Desktop software suite package with 5 concurrent user license hosted in the central server | 1 suite |
| 6 | Centralized Application Server Software: Server based GIS software suite package with enterprise licenses. (Bidders are also requested to provide all possible license options with unit cost and anticipated users in a separate sheet) | 1 |
| 7 | High End MFP Scanner cum plotter | 1 |

| | | |
|----|---|--|
| 8 | RDBMS Spatial Database software package (high availability) i. Upgradation of existing RDBMS database in MSDC if required or ii. New RDBMS solution if the existing RDBMS solution in MSDC does not support proposed GIS Solution. | Bidder to suggest integration with the existing Oracle 11g / SQL server 2008 in MSDC for GIS Spatial database. Detail given in section 4.4 Existing MSDC Setup |
| 9 | Antivirus package for standalone desktops | 10 |
| 10 | Handheld GPS Device | 2 |
| 11 | RAM Upgradation from 16 GB to 64 GB (for existing 2 Blade Server) Detail about the Server and RAM specification given in section 4.4 Existing MSDC Setup | 2 |

4.10.1 GIS Infrastructure (Line Department)

| Sl no. | Item | Quantity |
|--------|-------------------------------------|-------------------------------|
| 1. | Electrical power point installation | To install the above hardware |
| 2. | Others | To install the above hardware |

4.10.2 GIS Technical Resource :

| Sl no. | Resource | Quantity |
|--------|--|--|
| 1 | Digitization work | Bidders to propose methodology and unit rate for digitization |
| 2 | GIS technical resource for resolution of issue and any capacity building required within the team | For minimum of 3 months as per requirement and on need basis subsequently. |

4.10.3 Training:

| Sl no. | Trainings | Quantity |
|--------|--|--|
| 1 | Additional Training other than initial and upgrade training. | Bidders to propose methodology and unit rate for Training. |

4.10.4 Network Related Items

| Component | | Qty |
|--------------------|---|--------------------|
| Networking Related | | |
| | 8-Port 10/100/1000 Desktop Gigabit Lan Network unmanaged Switch | 1 |
| | OFC (100 meters) including both end termination points | 1 |
| | Cat6 cable (Box of 305 mts) | 1 |
| | I/O Box (Single) | 1 |
| | Others | Bidders to specify |

Apart from the above BOM if any additional items are required to make the solution complete and fully functional as per scope of work the bidder should also quote for such items.

The quoted solution must include all other active and passive components which are required for making the solution operational (Patch cord, patch panels etc...)

The necessary , operating system, database and any other required Licenses for GIS SOLUTION etc would be provisioned by SI on its own and cost of the same would be built-in the solution proposed.

Section 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 GIS Solution provider (hereinafter referred to as SI) 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 the slippage of the SI. For any non-conformity to any particular SLA clause by the SI due to reasons not in control of the SI shall be treated on the merit of the individual case to case by MITS.

1. Adherence to Implementation Timelines

| Sl. No. | Milestones | Target T= Date of signing of Contract | Requirement/ Consideration Period | Penalty |
|---------|---|---|---|--|
| 1. | Installation & commissioning of HW/ SW/ NW items at MSDC and remote offices | 6 weeks from the date of signing of contract (T1=T+6 Weeks) | Delay beyond 1 Week from the stipulated date as per RFP/ MSA timeline | 1. 0.5% of total bid value for each week of delay after one week of consideration period. 2. Total penalty capped for this item at 2% of total bid value. 3. Delay beyond 4 weeks after the consideration period shall be treated as breach of contract. |
| 2. | Completion of GIS Software/ Application Configuration and Customization at MITS GIS Lab | T2= T1+4 Weeks | Delay beyond 1 Week from the stipulated date as per RFP/ MSA timeline | 1. 0.5% of total bid value for each week of delay after one week of consideration period. 2. Total penalty capped for this item at 2% of total bid value. 3. Delay beyond 4 weeks after the consideration period shall be treated as breach of contract. |
| 3. | Completion of Initial Spatial Data Digitization/ Data Entry at MITS GIS Lab | T3=T2+ 5 weeks | Delay beyond 1 Week from the stipulated date as per RFP/ MSA | 1. 0.5% of total bid value for each week of delay after one week of consideration period. 2. Total penalty capped |

| Sl. No. | Milestones | Target T= Date of signing of Contract | Requirement/ Consideration Period | Penalty |
|---------|--|---------------------------------------|---|--|
| | | | timeline | for this item at 2% of total bid value. 3. Delay beyond 4 weeks after the consideration period shall be treated as breach of contract. |
| 4. | Completion of Final Acceptance Test for Central Servers, MITS GIS Lab and remote offices | T4=T3+3 Weeks | Delay beyond 1 Week from the stipulated date as per RFP/ MSA timeline | 1. 1% of total bid value for each week of delay after one week of consideration period. 2. Total penalty capped for this item at 4% of total bid value. 3. Delay beyond 4 weeks after the consideration period shall be treated as breach of contract. |
| 5. | Completion of GIS Software/ Application Training | T6=T4+3 weeks | Delay beyond 2 Week from the stipulated date as per RFP/ MSA timeline | 1. 0.5% of total bid value for each week of delay after one week of consideration period. 2. Total penalty capped for this item at 2% of total bid value. 3. Delay beyond 4 weeks after the consideration period shall be treated as breach of contract. |

O&M Phase shall start after successful signoff of the FAT

2. SLAs for Operation and Maintenance Phase

| Sl. No. | Deliverables/ SLA Parameters | Requirement/ Consideration Period | Penalty |
|---------|--|---|--|
| 1. | Availability of GIS Software/ Application Suite at Central Location (MSDC) | For each quarter of O&M Period till end of engagement: Minimum 80% availability at MSDC on all working days of Govt. of Meghalaya from 9 | On all working days of Govt. of Meghalaya from 9 a.m. till 7 p.m. 1. If availability is <80% and > 75% then 0.5% of |

| Sl. No. | Deliverables/ SLA Parameters | Requirement/ Consideration Period | Penalty |
|---------|---|--|---|
| | On all working days of Govt. of Meghalaya from 9 a.m. till 7 p.m. | a.m. till 7 p.m. | total quarterly amount for O&M payable value for each instance of non-conformity. 2. If availability is <75% and > 70% then 1% of total quarterly amount for O&M payable value for each instance of non-conformity. 3. Instance of 3 or more instances of application availability < 70% in a single quarter of O&M period shall be treated as breach of contract. |
| 2. | Technical Support for GIS Hardware and Networking | For any issue logged to SI for non-availability of GIS infrastructure at MITS Lab, or departmental offices pertaining to the GIS Desktops, Networking Equipment, Printer, Plotter, Scanner or any other item supplied and commissioned by the SI for this project: 1. SI Technical Support person should make Site visit for problem resolution within 2 working days. 2. Complete resolution of the issue logged within 5 working days. 3. If any component requires replacement in order to complete the resolution of the issue, such replacement has to be made within 10 working days. | 1. One week delay beyond the stipulated time period mentioned in the SLA clause for technical support for hardware and networking equipment, 0.5% of total quarterly amount for O&M payable value for each instance of non-conformity per week of delay. 2. The penalty associated with this clause is capped at 2% of total quarterly amount for O&M payable value. 3. Any delay for any specific issue resolution for this SLA beyond a period of 4 weeks shall be treated as breach of contract. |
| 3. | Software Application Issue Resolution | For any issue logged to SI for technical issues with of GIS Application/ Software at MITS Lab, or departmental offices supplied and | 1. One week delay beyond the stipulated time period mentioned in the SLA clause for technical support for GIS software/ |

| Sl. No. | Deliverables/ SLA Parameters | Requirement/ Consideration Period | Penalty |
|---------|------------------------------|--|---|
| | | <p>commissioned by the SI for this project:</p> <ol style="list-style-type: none"> 1. SI Technical Support person should make Site visit for problem resolution within 2 working days. 2. Complete resolution of the issue logged within 7 working days. 3. If any component requires replacement in order to complete the resolution of the issue, such replacement has to be made within 15 working days. | <p>application, 0.5% of total quarterly amount for O&M payable value for each instance of non-conformity per week of delay.</p> <ol style="list-style-type: none"> 2. The penalty associated with this clause is capped at 2% of total quarterly amount for O&M payable value. 3. Any delay for any specific issue resolution for this SLA beyond a period of 4 weeks shall be treated as breach of contract. |
| 4. | Remote Helpdesk Support | <p>Remote Integrated Helpdesk for hardware, software and networking equipment supplied and commissioned by the</p> <ol style="list-style-type: none"> 1. SI should be available on all working days of Govt. of Meghalaya from 9 a.m. till 7 p.m. | <p>On all working days of Govt. of Meghalaya from 9 a.m. till 7 p.m.</p> <ol style="list-style-type: none"> 1. Any reported non-conformity by any GIS user of MITS GIS lab shall be escalated to the next level of Customer Service desk of SI. 2. Instances of 3 or more non-conformity of this clause in a single quarter of O&M phase shall be treated as breach of contract. |

Section VI – Functional Requirement Specification

6.1. Functionality Specifications

This section defines the required functionalities specifications, the following can be as under:

6.2. GIS Desktop software specifications

| Qualifying Minimum Requirements | Compliance (Yes/No) | Deviation if any |
|--|---------------------|------------------|
| 1. Digitization of spatial features in different layers format | | |
| 2. Capability of advanced editing and digitization | | |
| 3. Display of scanned images on the fly whether geo-referenced or not geo-referenced | | |
| 4. Capability to work on CAD files and drawings, editing of lines, points or polygons. | | |
| 5. Snapping capability while digitizing, lines, polygons or points. | | |
| 6. Software should allow the user to perform undo / redo operations during digitization | | |
| 7. Topology correction, building and editing capabilities | | |
| 8. Spatial attributes joining and relating | | |
| 9. Spatial database attributes editing | | |
| 10. Spatial database querying | | |
| 11. Importing of data (vector or raster) in different formats | | |
| 12. Exporting of data in various formats (jpgs,pdf,tiff etc) | | |
| 13. Capability of Georeferencing, assigning projections and reprojections | | |
| 14. Spatial analysis capability like buffering, clipping, merging, intersection, dissolve, Union, erase etc. | | |
| 15. Display of all supported Vector formats as well as raster formats including open source formats. | | |
| 16. Interactive display of coordinates. | | |
| 17. Capability for thematic mapping as per given spatial attributes | | |
| 18. Labelling, creation of text annotations | | |
| 19. Capability of cartographic designing, symbology change in size, color, texture thickness | | |
| 20. Advanced cartographic capabilities | | |
| 21. Capabilities to extract GPS coordinates | | |
| 22. Importing of Coordinates from GPS devices directly into the system | | |

| Qualifying Minimum Requirements | Compliance (Yes/No) | Deviation if any |
|---|----------------------------|-------------------------|
| 23. Functionality to select features, highlighting the features, creation of layers from selected features. | | |
| 24. Querying builders interface | | |
| 25. Spatial querying with logical options | | |
| 26. Should support querying builders in various querying languages, SQL etc | | |
| 27. Capabilities of statistical calculation and operation on spatial attributes as well as non spatial attributes | | |
| 28. Map composition and designing capabilities, should also support various layout A0, A1, A2, A3 etc size ISO standards. | | |
| 29. Capabilities to generate grids as required on the map layouts, addition of required map symbols, legends, map scale, scale text etc | | |
| 30. Capabilities to print Maps in various scale and size formats | | |
| 31. Capability to plot elevation information along with coordinates | | |
| 32. Geo-processing capabilities for generation of contours, slope, hill-shade, aspect , view-shed analysis, statistical analysis etc | | |
| 33. Capability of visualizing 3D GIS | | |
| 34. Should support elevation profiling | | |
| 35. ODBC compliance enabling interface with RDBMS like Oracle, SQL server, Access etc | | |
| 36. Should support addition of supported external extensions tools or any other open source related tools. | | |
| 37. Should support display of various industry standards satellite imageries , IKNOS ,QUICKBIRD, DIGITAL GLOBE, LANDSAT, IRS etc in various formats | | |
| 38. The Software should be able to operate on various operating system compatible with either 64 bit OS or 32 Bit OS. | | |
| 39. The system should provide facility to display the GIS Data with other windows based application like Microsoft Word, and Excel. | | |
| 40. Software should support fully automatic and semi automatic raster to vector conversion tools and vice-versa. | | |
| 41. The software should have a provision of hyper linking spatial datasets. | | |
| 42. The software should have the ability to add data from internet or intranet users to the existing map data. | | |

| Qualifying Minimum Requirements | Compliance (Yes/No) | Deviation if any |
|--|----------------------------|-------------------------|
| 43. GIS solution should support IPv6 standards. | | |
| 44. Software should have basic Navigation tools like the software should have tools to Pan, Zoom, and Rotate the Map according to user requirements and should also be able to use Mouse Wheel for zoom-in and zoom-out, The software should have ability to search and to zoom into the user specified x, y coordinates, The software should have facility to create and organize user desired number of Spatial Bookmarks and should be able to share the same | | |
| 45. The software should support Map Services, Open Geospatial Consortium, Inc. (OGC), Web Coverage Service (WCS), Open Geospatial Consortium, Inc., Web Map Service (WMS), Network Common Data Form (NetCDF) – creation & consumption both. | | |
| 46. The software should support multiuser spatial database editing | | |
| 47. Software should have spatial analysis tools, geo-statistical tools, regression analysis tools, inter-conversion tools, interpolation tools and should support creation of models. | | |
| 48. Software should have capabilities or framework for scripting and user based customization. | | |
| 49. Should support various projection systems. | | |
| 50. It should have the ability to link external RDBMS database. | | |
| 51. Licensing of the software should support single and multiuser licensing policies. | | |
| 52. The GIS software should have symbol libraries for Point, Line and Polygon and should be able to create, point, line and polygon pattern as per users requirement and add to the library. It should also support any image file as fill/polygon pattern. | | |
| 53. It should support metadata editing and saving. | | |

6.3. Image processing and Photogrammetric Solution specifications

| Qualifying Minimum Requirements | Compliance (Yes/No) | Deviation if any |
|--|----------------------------|-------------------------|
| 1. Should Support to wide range of satellite sensors (virtually all), Data Conversion tool between BSQ, BIL, BIP, Image statistics generation (like textual statistics of histogram) Spectral ratioing, GeoTIFF, BIP and BSQ, JFIF (JPEG) DTED, CIB, CADRG, PIX, Mr.SID, Bitmap (.bmp), Portable Network Graphics (.png), IRS, Spot, NOAA, MODIS, HYPERION, ASTER, TM, Quick bird, | | |

| Qualifying Minimum Requirements | Compliance (Yes/No) | Deviation if any |
|--|----------------------------|-------------------------|
| Cartosat, ORBI Image & IKONOS/Cartosat/ORBIView sensor etc. | | |
| 2. Should support various image classification algorithms | | |
| 3. Should have capabilities of supervised and unsupervised image classification methods (Multi-spectral images). | | |
| 4. Feature extraction capabilities | | |
| 5. Should also support object based image classification | | |
| 6. Software should have compression capabilities in various image formats | | |
| 7. Should have module for customized image modeling framework | | |
| 8. Printing capabilities in different size formats | | |
| 9. Viewing of satellite imageries in FCC, Color, Pan and also should support band changing capabilities. | | |
| 10. Should have capabilities of point cloud viewing in both dimensions 2D and 3D. | | |
| 11. Capabilities of image mosaic, stitching, color balancing, color correction. | | |
| 12. Should support image ortho-rectification, and polynomial rectification. | | |
| 13. Should support image stacking and batch image processing. | | |
| 14. Should also have integrated GIS module for editing spatial files as well as spatial attributes. | | |
| 15. Should support interpolation methods for surface analysis | | |
| 16. Solution should have image enhancement, radiometric correction, and spectral enhancement capabilities | | |
| 17. Software should be compatible to work in both 32 bit as well as 64 bit operating systems (particularly window based) | | |
| 18. Module for radar images processing should be available | | |
| 19. The software should also have capabilities for hyper-spectral image classification, identification and visualization | | |
| 20. Should support LiDAR data processing | | |
| 21. Capabilities of various image editing tools such as clipping, creation of AOI, ROI, Subsetting, merging etc | | |
| 22. Should support and also have capabilities of image fusion methods etc | | |
| 23. Georeferencing of images capabilities | | |
| 24. The software should support Digital terrain modeling, generation of Digital elevation models from images. | | |
| 25. Should have stereoscopic functionalities. | | |
| 26. The software should support various sensor models, aerial frame, digital, | | |
| 27. Video and non metric cameras as well as satellite sensors (Cartosat, Quick Bird, Spot, world view, IKNOS etc | | |
| 28. Tie point generation and registration | | |

| Qualifying Minimum Requirements | Compliance (Yes/No) | Deviation if any |
|---|----------------------------|-------------------------|
| 29. The software should provide platform for Editing/ correction of the extracted DEM/ DTM. | | |
| 30. The software should be capable to create contours. | | |

6.4. GIS Server Solution specifications

| Qualifying Minimum Requirements | Compliance (Yes/No) | Deviation if any |
|--|----------------------------|-------------------------|
| 1. Should support various types of map service WMS, WFS, WPTS,WMTS,WCS,JPIP OGC compatible services etc | | |
| 2. Should have capabilities of spatial enabled database management | | |
| 3. Should support spatial databases | | |
| 4. Should have the capabilities for various GIS services | | |
| 5. Solution should support web mapping applications | | |
| 6. Image services should also be supported along with compression technology | | |
| 7. Capability of web based editing | | |
| 8. Should support spatial Geo-processing | | |
| 9. Module for real time data processing and evaluation | | |
| 10. Software solution should be able to support multiuser connections | | |
| 11. Should be able to operate under various based server operating systems 64 bits / 34 bits | | |
| 12. Solution should be able to support various RDBMS software applications for data migration | | |
| 13. Security modules should also be available, user/ role based/ IP based/SSL communication/ LDAP/Active Directory | | |
| 14. Solution should also provide module for metadata publishing and editing | | |
| 15. Modules for other software application integration | | |
| 16. The server solution should be cloud compatible for deployment | | |
| 17. Should have the capabilities of caching of maps tiles etc | | |
| 18. Solution should be able to provide multiple web applications and multiple instances | | |
| 19. It should be easily deployed between development and production environment | | |
| 20. Should have help content for built-in tools | | |

| Qualifying Minimum Requirements | Compliance (Yes/No) | Deviation if any |
|--|----------------------------|-------------------------|
| 21. Cross browser support | | |
| 22. The solution should have the essential Web-GIS tools in the web application. | | |
| 23. Should support customization as required | | |
| 24. It should provide reporting framework | | |
| 25. Should support geo-processing tasks | | |
| 26. It should be deployable in a virtualized environment | | |
| 27. Should support service oriented architecture | | |
| 28. Should support portal standards like JSR-168,UDDI,CSW from OGC web portal framework | | |
| 29. The server software should support replication across multiple commercial databases | | |
| 30. Support unlimited number of spatial data editing, viewing by desktop ,web browser and mobile clients | | |
| 31. Should support web server / application server like IIS, Tomcat, Glassfish, web sphere oracle web logic. | | |
| 32. Should be capable to maintain historical data, version management, conflict management and detection. | | |
| 33. Should have end user application and services for spatial data management , visualization and spatial analysis | | |
| 34. It should have the capabilities to support web mapping API, or any open source API | | |
| 35. It must be possible to integrate GIS server services with enterprises | | |
| 36.Support numerous language standards. | | |

6.5. Spatial RDBMS specifications

| Qualifying Minimum Requirements | Compliance (Yes/No) | Deviation if any |
|--|----------------------------|-------------------------|
| 1. Database should have the capability to store data like ASCII, Hexadecimal, Binary, Geo Spatial and standard data types. | | |
| 2. It must have the ability to define and store large objects in tables and retrieve them with the flexibility to place large objects separately from the rest of the data in tables and queried using simple SQL functions. | | |
| 3. Database should support the dynamic memory management mechanisms for performance improvements. | | |
| 4. The database should have the capability to support encryption of data. | | |

| Qualifying Minimum Requirements | Compliance (Yes/No) | Deviation if any |
|---|---------------------|------------------|
| 5. Database should have support for spatial data storage, spatial data and functions and access and analysis of spatial data. | | |
| 6. Maximize performance with various indexing schemes. | | |
| 7. Database should natively support Unicode character sets. | | |
| 8. The database should be able to interface directly with High Availability Clustering Software etc | | |
| 9. Users should be able to take Complete Database Backup Online and in Parallel. | | |
| 10. The recovery of the Complete Database and File Groups should be possible in Parallel. | | |
| 11. Database should support for self-tuning feature. | | |
| 12. Database must support Schemas , Roles Based Privileges and Authentication | | |
| 13. Privileges assigned to a Group must automatically flow to the members of the Group rather than individually assigning them. | | |
| 14. Database must have support for JDBC and ODBC. | | |
| 15. Should support execution of Stored Procedures and User defined functions on the server-side instead of the client-side. | | |
| 16. Should allow users to store XML document in database in its native format. | | |
| 17. Database should support creation of an index on the column of the table which stores XML format. | | |
| 18. Database should support data export capability into XML format. | | |
| 19. The RDBMS should incorporate mechanisms to ensure data integrity, security and distribution as well as to retain historical information. The database shall have password protections with varying degree of access definable by the administrator. The security shall be adequate considering web-enabled usage. | | |
| 20. RDBMS should be able to maintain the relationships between different tables of the application. | | |
| 21. The solution should be able to interpolate with multiple industry standard RDBMS platforms SQL Server, Oracle, DB2, Sybase or any other RDBMS conforming to ANSI/ISO SQL-200n standards and should be built on WS* based open specifications. | | |

| Qualifying Minimum Requirements | Compliance (Yes/No) | Deviation if any |
|--|----------------------------|-------------------------|
| 22. The RDBMS should support Powerful linear referencing system. | | |
| 23. The RDBMS should support GeoRaster data type that natively manages geo-referenced raster imagery. | | |
| 24. The RDBMS should support for 3-dimensional data type for terrain and city models and virtual worlds, support LIDAR-based map production. | | |
| 25. The RDBMS should support a data model to store and analyze network (graph) structure. | | |
| 26. The RDBMS should support Load-on demand for very large spatial networks. | | |
| 27. The RDBMS should support advanced analysis and spatial analytics functions. | | |
| 28. The RDBMS should support data model and schema to persistently store and update topology. | | |
| 29. The RDBMS should support spatial web services support (WFS 1.0, WFS-T 1.0, CSW 2.0, web services security) | | |
| 30.The support should be provided with patches and updates available from OEM. | | |
| 31.Database Server should be available and function in Windows, Linux and UNIX | | |
| 32.OpenGIS Consortium mandated relevant standard compliances (like SFS, WFS, WMS etc.) should be natively supported by the spatial platform | | |
| 33. Database Server should natively support spatial data types, geometries, network data model, vector and rasters | | |
| 34.Database should have In-built support for 3-D data model, providing native support for 3-D geometries, surfaces and point clouds | | |
| 35.Database should have In-built Geocoding and routing engines | | |
| 36.Database should intrinsically support network Data Model Graph– a storage model to represent graphs and networks in link and node tables | | |
| 37.The database should be able to store spatial geometries, themes, features provided by any GIS vendor, to facilitate creation of a single source of truth for the GIS data | | |

| Qualifying Minimum Requirements | Compliance (Yes/No) | Deviation if any |
|---|----------------------------|-------------------------|
| 38. It should be capable of maintaining historical / legacy data version management and conflict detection / resolution. | | |
| 39.It should have option to create geographic database, manage geographic database, and load spatial data into spatial database. | | |
| 40.Should be able to store spatial Data in industry standard RDBMS Format and Should allow user to define a spatial query against SQL spatial types in a spatial database to create a layer (query layer) that can be viewed and queried in GIS Software. 41.Database should provide standard SQL Tool for accessing the spatial database. The tool should be able to monitor, maintain and manage the database instance, objects, and packages including spatial geometries | | |
| 42.Should support in-built reporting capabilities like caching the query join results, parallelism, OLAP, Data Mining capabilities | | |
| 43.Data Loading facilities should be a part of the database itself | | |
| 44.Database should have built-in backup and recovery tool, which can support the online, incremental backup. The tool should facilitate the media recovery, partial recovery, right up to the object level and also full recovery. | | |

These are some generic requirements which the GIS Software package should possess but not limited to. The bidders are free to propose any other additional feature in addition to the requirements specified above.

6.6 Low End Desktop Workstation Specification

| Sl. No. | Features | Qualifying Minimum Requirements | Compliance (Y/N) | Remarks |
|----------------|---------------------------|---|-------------------------|----------------|
| 1 | Processor | High capability, Quad Core with 8MB Cache or better; | | |
| 2 | RAM | 16GB, At least four DIMM Slots, Upto 32GB memory support, nECC memory, DDR3, 1600MHz Memory | | |
| 3 | Graphics Card | High quality 1GB Professional Graphics card , systems should also support for 2nd Graphics Card | | |
| 4 | Hard Drive and Controller | 1 x 1TB 7.5k RPM SATA HDD and Integrated SATA Controller (2 @ 6.0 Gb/s). | | |

| Sl. No. | Features | Qualifying Minimum Requirements | Compliance (Y/N) | Remarks |
|---------|---------------------------------|--|------------------|---------|
| 5 | Bays | 2 external Half Height 5.25" Bays 1 external Slim Optical Drive Bay 2 internal 3.5" Drive Bays 1 internal 2.5" Drive Bay | | |
| 6 | Slots | 1 PCI Gen3 x16 slot, 1 PCI Gen2 x4 slot /x16 connector, 1 PCI Gen2 x1 slot/x4 connector 1 PCI Gen2 x1 slot, One PCI Slot 32 Bit | | |
| 7 | Optical Drive | 16x Super-multi DVD-RW | | |
| 8 | Ports | Front : 2 USB 3.0, 1 USB 2.0, 1 USB 2.0 Charging Data Port, 1 Headphone, and 1 Microphone. Rear : 1 DVI-I Single Link and 2 DisplayPort (DP 1.2) outputs from Intel HD graphics ; 2 USB 3.0 ports, 4 USB 2.0 ports, Internal : 1 USB 3.0 and 3 USB 2.0 ports available as 2 separate 2x10(3.0 x1, 2.0 x1) and 2x5(2.0 x2) header: | | |
| 9 | Power Supply | 400 WATTS 92% Efficient Continuous Power Supply : - Full ranging input and APFC - Surge tolerance upto 2000V - EPEAT Gold certification for the system model, certificate should be attached with the bid | | |
| 10 | Warranty | 3 years onsite parts and labour warranty for system and monitor | | |
| 11 | Certifications and Applications | The system should be certified by leading ISV's for running their applications. • Application for remotely accessing 3 dimensional data via screen sharing with lossless image compression technology. • Application for monitoring graphics card utilization, finetuning HW with respect to application being used, monitoring system resource utilization (With windows) • Offline diagnostic utility | | |

| Sl. No. | Features | Qualifying Minimum Requirements | Compliance (Y/N) | Remarks |
|---------|---------------------------|--|------------------|---------|
| 12 | OS | GIS Compatible 64 bit OS | | |
| 13 | Monitor | 24 inch professional IPS panel LED backlit LCD monitor; 178 degree viewing angle; native resolution of 1920 x 1080 (From the same OEM) | | |
| 14 | Workstation Certification | Electronic Design Automation (EDA) Geographic Information Systems (GIS) Mechanical Computer Aided Design (MCAD) | | |

6.7 High end desktop workstation specifications

| Sl. No. | Features | Qualifying Minimum Requirements | Compliance (Y/N) | Remarks |
|---------|------------------------------------|---|------------------|---------|
| 1 | Processor | Equivalent to Intel 8 core processors; At least 2.6 GHz per processor, 20MB Cache and 1866MHz. Processors should be liquid cooled for better efficiency and quiet operation. | | |
| 2 | Chipset | Equivalent to Intel C602 | | |
| 3 | RAM | 48 GB ECC, DDR3, 1866 MHz memory; The machine should have at least 16DIMM Slots - all slots should be on motherboard itself. Upgradeability up to 512 GB required. | | |
| 4 | Drive Controllers | onboard 6-Channel SATA (RAID 0,1,5,10) out of which 2 x 6Gbps + 4 x 3Gbps onboard 8-Channel SAS 6Gbps controller. | | |
| 5 | Hard Disk | 3 x 1 TB 10k RPM SATA Hard drives. Provision for adding another 8 drives required. | | |
| 6 | Graphics Card and GPU Compute card | At least 4GB DDR5 Professional Graphics. High performance GPU compute card like NVIDIA etc | | |
| 7 | Monitor | 24" LED Backlit IPS monitor. With 178degrees viewing angle; 16:10 aspect ratio. (From the same OEM) | | |

| Sl. No. | Features | Qualifying Minimum Requirements | Compliance (Y/N) | Remarks |
|---------|-------------------------------|--|------------------|---------|
| 8 | Bays | At least 7 bays (3 x External 5.25'' and 4 x Internal 3.5inch) | | |
| 9 | Slots | 3 PCI Gen3 x16 1 PCI Gen3 x8 1 PCI Gen3 x4 1 PCI Gen2 x4 1 PCI Legacy | | |
| 10 | Ports | Should have at least 15 USB ports. With Min Front : 2 x USB 3.0, 1 x USB 2.0, and Rear : 2 x USB 3.0, 4 x USB 2.0 ; Internal 6 USB Ports 2 x RJ45 LAN ports for redundancy and 1 x IEEE 1394a port; Provision for thunderbolt port. | | |
| 11 | Operating System | GIS compatible 64 bit OS | | |
| 12 | Power Supply | Minimum 1120W 90% Efficient, EPEAT Gold, 80 Plus Gold Power supply | | |
| 13 | Remote Collaboration Software | Software which can help remotely access 3D data across network and help collaboration need to be supplied free of cost with the system, or available to download from vendor site. - The software should allow collaboration between multiple participants on an OpenGL 3D application. - It should support One to One for remote work and One to many for collaboration with keyboard and mouse control. - Application should be stateless and should not transfer actual data over the network. - Pixel information or images should be 128 SSL encrypted. | | |
| 14 | Performance Tuning Capability | The hardware vendor should supply an automatic system performance tuning software, which ensures optimum performance tuning for leading CAD/CAM/CAE softwares on Windows. The tuning software should have modules for resource | | |

| Sl. No. | Features | Qualifying Minimum Requirements | Compliance (Y/N) | Remarks |
|---------|--------------------------------|---|------------------|---------|
| | | monitoring for a long period of time and should be capable of showing GPU utilisation (GPU, Graphics Memory and Codec Activity) for both graphics and GPU compute cards | | |
| 15 | Offline Diagnostics Capability | A complete Offline Diagnostics and Asset Discovery software suite should be supplied along with the system. | | |
| 16 | Warranty | 3 years onsite parts and labour warranty for system and monitor | | |
| 17 | Chassis | Completely toolless chassis with handles in front and rear side. Provision for Kensington lock and Panel lock required. | | |
| 18 | Keyboard/Mouse | OEM PS2 Keyboard/Mouse | | |
| 19 | Workstation Certification | Electronic Design Automation (EDA) Geographic Information Systems (GIS) Mechanical Computer Aided Design (MCAD) | | |

6.8 GPS device specifications

| Sl No | Specification | Compliance(Y/N) | Remarks |
|-------|---|-----------------|---------|
| 1 | Integrated high sensitivity GPS/SBAS receiver & antenna capable to record Longitude, Latitude, and Altitude | | |
| 2. | Positional Accuracy (HRMS) <ul style="list-style-type: none"> a. Less than 3 meter post processed or submeter accuracy b. Less than 5 meter in real time with SBAS | | |
| 3. | Integrated GPS receiver should have maximum channels and should be capable of tracking. <ul style="list-style-type: none"> a. GPS – L1/L2 code b. SBAS, WAAS,GAGAN, etc | | |
| 4. | Processor – 800 MHz (minimum) or better | | |

| | | | |
|-----|--|--|--|
| 5. | <p>Memory</p> <ul style="list-style-type: none"> a. 256 MB RAM (minimum) or better b. 2 GB flash Memory (minimum) or better c. Support micro SD card up to 16 GB | | |
| 6. | <p>Display</p> <ul style="list-style-type: none"> a. Sunlight Readable b. Color and touch screen with alphanumeric c. 640 x 480 pixel (minimum) | | |
| 7. | <ul style="list-style-type: none"> a. 3.2 megapixel resolution (minimum) b. Integrated Camera with LED flash c. Auto focusing facility d. Geo-tagging facility | | |
| 8. | <p>Battery</p> <ul style="list-style-type: none"> a. Min 10 hours with GPS on b. Removable & Rechargeable Li-Ion Battery | | |
| 9. | <p>Communication</p> <ul style="list-style-type: none"> a. Integrated Voice Calling Facility (GSM) b. Integrated 3G Modem c. Integrated Bluetooth d. Integrated Wireless LAN e. USB client port for data transfer | | |
| 10. | Dust/Water resistance | | |

| | | | |
|-----|---|--|--|
| 11 | Audio - Built in speaker and microphone | | |
| 12. | Data logging interval – 1 second | | |
| 13. | Provide second by second global display of the number of satellites tracked, satellite geometry and differential GPS position status including current estimated accuracy and predicted post processed accuracy | | |
| 14 | Provide audio and visual warnings and alarms for loss of GPS position | | |
| 15 | Provide in field mission planning module for daily planning of GPS data collection schedule | | |
| 16 | Log data from external sensors output in ASCII format including Laser range finders for distance and bearing measurements | | |
| 17 | Display map of collected features and GPS coordinates in UTM and other standard coordinate system | | |
| 18 | Provide easy to use zoom in, zoom out, pan, autopan, select, query, measure, search, and filter capabilities for flexible and powerful map display | | |
| 19 | Display background layers including JPEG, JPEG 2000, TIFF, MrSID, ECW, BMP, SHP etc. | | |
| 20 | Collecting point, line, and polygon with attribute | | |

| | | | |
|----|--|--|--|
| 21 | Allow configuration of navigation information including distance, bearing, heading, velocity, go east, go north, go up, go down, ETA and time to go, cross track error, altitude and turn direction | | |
| 22 | Support for waypoint upload and display Accessories to be supplied a) USB cable for data transfer b) Stylus with lanyard for touch screen operation c) Wrist lanyard for the handheld unit d) Li-Ion battery (rechargeable) e) AC power supply | | |

6.9 Multi functional scanner/printer specifications

| Sl no | Specifications | Compliance (Y/N) | Remarks |
|-------|---|------------------|---------|
| 1. | CCD color Scanner media upto 42 inh | | |
| 2. | Color @200dpi @5cm/sec or faster | | |
| 3. | Mono@200dpi@15cm/sec or faster | | |
| 4 | 42 in &0.6 in or more width and thickness | | |
| 5 | 600dpi or higher optical resolution upto 15mm thickness | | |
| 6 | 1 GB or higher memory and 150 GB or higher Hard Disk | | |
| 7 | Scan to network, Scan to Hard Disk, Scan to USB | | |
| 8 | 1 to 10000 % scan enlargement/reduction | | |
| 9 | Up to 1000 copies maximum scanning | | |

6.10 Switch specification

| Sl NO. | Specifications | Compliance (Y/N) | Remarks |
|--------|---|------------------|---------|
| 1 | Type Unmanaged | | |
| 2 | Supported Protocols IEEE 802.3i, IEEE 802.3u | | |

| SI NO. | Specifications | Compliance (Y/N) | Remarks |
|--------|--|------------------|---------|
| 3 | Operating Conditions Operational Temperature 0 Deg C - 40Deg C Operational Humidity 80 % non-condensing Speed 10/100/1000 Mbps | | |
| 4 | Power Consumption 15 W Power Adapter Input 100-240 V AC, 50-60 Hz | | |

Section 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. 5000/- (Five thousand only) (non refundable) to be remitted through a demand draft, from any commercial nationalized/ scheduled bank, drawn in favour of “**Member Secretary, Meghalaya Information Technology Society**” payable at Shillong, Meghalaya. The Bid will not be considered in the absence of the tender fee. The tender fee demand draft should be enclosed along with the Prequalification.

7.1.2 Modes of Submission

- a) It is proposed to have a Three Cover for this tender:
 - Pre-Qualification Bid – (1 original & 1 copy) in one cover
 - Technical Bid - (1 original & 1 copy) in one cover
 - Commercial Bid - (1 original & 1 copy) in one cover
- b) Pre-Qualification Bid, Technical Bid and Commercial Bid of the Tender should be covered in separate sealed covers super-scribing “Pre- Qualification Bid”, "Technical Bid", “Commercial Bid”. Each Bid should also be marked as "Original" and “Copy”. Please Note that Prices should not be indicated in the Pre-Qualification Bid and Technical Bid but should only be indicated in the Commercial Bid. And if price will be indicated in the Pre-Qualification Bid or Technical Bid, that Bid is liable to be rejected.
- c) The three envelopes containing Pre-qualification Bid, 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 GIS LAB.” These envelopes are to be superscripted with Tender Number and the wordings “DO NOT OPEN BEFORE xx:xx hours on xx.xx.2014”
- 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) 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.

- f) As part of the Bid, Bidder should also provide the Pre-Qualification Bid and Technical Bid in Soft Copy (PDF Format), in the form of a non rewriteable CD (Compact Disc) as follows:
- i. Two (2) copies of CD each containing the Pre-Qualification Bid and Technical Bid - 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) / Pre-Qualification 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-Qualification and Technical Bid CDs do not contain any Commercial items / prices
- g) Telex/Telegraphic/Tele-fax Bids will not be considered. All out-station Bids, if sent by post, should be sent under registered cover
- h) 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 such corrections shall be initialed by the person or persons signing the Bid.

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 | Section No. | Clause No. | Reference/ Subject | Clarification Sought |
|-------|-------------|------------|--------------------|----------------------|
| 1. | .. | .. | .. | .. |

The queries not adhering to the above mentioned format shall not be responded.

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 DIT, 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 Qualification Bid

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: Pre qualification Bid Letter
- 7.3.2 Format 2: General information about the Bidder
- 7.3.3 Format 3: Pre-Qualification Criteria
- 7.3.4 Format 4: Declaration regarding Clean Track Record
- 7.3.5 Format 5: 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 6.10)**

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
- 7.5.3. Format 3: Breakdown 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 State and will not in any way limit 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 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 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.

7.7.2 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 State.

7.8 Bid Currencies

Prices shall be quoted in Indian Rupees (INR).

7.9 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 Nationalized / Scheduled Bank located in India, of Rupees 15,00,000/- (Rupees fifteen Lakh only) pledged in favour of “**Member Secretary, Meghalaya Information Technology Society**”, payable at Shillong, Meghalaya.

The Bidder shall be disqualified in the Pre-Qualification process 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 State on the amount of the Bid Security.

The Bid security may be forfeited because of the following reasons:

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 Agreement; or
 - Furnish the required Performance Bank Guarantee (PBG)

7.10 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.

7.11 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 receipt 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.

7.12 Opening of Bids

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

7.13 Evaluation of Pre Qualification and Technical Bid

The evaluation process of the Tender, proposed to be adopted by MITS is 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, State reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever and without any requirement of intimating the Bidders of any such change.

7.14 Evaluation of Pre Qualification Bid

- Bidders need to fulfill all the pre-qualification conditions mentioned in Pre-Qualification Criteria of the RFP. State 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 nonconformity.
- 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.
- MITS may at any point of time as clarifications from the Bidders for getting more clarity of the proposal received. The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted.

7.15 Evaluation of Technical Bid

- After qualifying the Pre-qualification criteria, 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 (65%) 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 Document, 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 65 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 GIS solutions in India, quantified in terms of number of projects will be evaluated. Setting-up GIS solutions would mean where the Bidder has procured, installed and commissioned GIS solution (Hardware and Software). Only Project Cost greater than Rs. 1 Cr and set up as per the contract in the last 3 financial years will be considered (2010-11 to 2013-14)</p> <p>Bidder with maximum numbers of projects (maximum capped to 5 projects) shall be awarded full 20 (1 project=4 Marks) marks and the others shall be awarded marks on relative (pro-rata) basis.</p> | 20 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 – (3 marks) - Understanding about the project (3Marks) - How the existing Data center is leveraged for setting up of Centralized GIS LAB Infrastructure of MITS -(4 Marks) - Approach and methodology for data digitization (5 Marks) | 15 Marks |

| S. No. | Criteria | Weightage |
|--------|---|-----------|
| iii. | Bidder prior experience in implementing GIS solution along with hardware and networking components in the Eastern/ North East India in last 5 financial years 2009-10,2010-11,2011-12,2012-13,2013-14 2 marks per project | 10 marks |
| iv | 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) | 10 Marks |
| v | Resource: The Bidder must have on its roll at least 10 GIS qualified professionals with minimum 3 years relevant experience for GIS implementation, GIS application programming etc as on Bid submission date. > 9= 5; 5 - 9 =3; 1 - 4 = 2; | 5 |
| vi. | For each BOM component as specified in the <u>Schedule E</u> the Bidder will provide the compliance status, value addition provided and impact of value addition (considered as positive impact). GIS infrastructure 4 marks Network components 2 marks Additional BOM 2 marks | 10 marks |

| S. No. | Criteria | Weightage |
|--------------|---|------------|
| | GIS resource 2 marks | |
| Vii | Presentation and working live demonstration for each component of GIS Application suite | 30 Marks |
| Total | | 100 |

7.16 Criteria for Evaluation of Bids

- A three-stage procedure will be adopted for evaluation of proposals, with the pre qualification being completed before the technical evaluation and thereafter financial proposals being opened and compared. Pursuant to the pre-qualification criterion Bidders will be short-listed for technical Bid. Technical Bids will be opened only for the Bidders who succeed the pre-qualification 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.

7.17 Evaluation of Financial Bids

The commercial Bids would be evaluated based on the overall price quoted, the evaluation would be based on following:

- I. The Financial Bids of technically qualified bidders (i.e. minimum technical qualification marks is 65) 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. If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
- VII. In the event that there are 2 or more bidders having the same value in the financial bid, the bidder securing the highest technical score will be adjudicated as the “Best responsive bid” for award of the Project.
- VIII. The lowest financial offer will be awarded 100 points. The Price scores of other Bidders will be calculated as:

$$F_n = (F_m / F_b) \times 100$$

Where

F_n = Normalized financial score of the bidder under consideration

F_b = Price quoted by the bidder under consideration

F_m = Lowest price quoted

Appointment of System Integrator

Award Criteria

The highest scorer, with combined scores of Technical and Commercial evaluation, will be considered the Successful Bidder.

Final Evaluation of Bid will be done as per the following:

The overall score will be calculated as follows:

$$B_n = 0.70 * T_n + 0.30 * F_n$$

Where:

B_n = overall score of bidder under consideration

T_n = Technical score for the bidder under consideration

F_n = Normalized financial score of the bidder under consideration

In the event that there are 2 or more bidders having the same value in the combined score, the bidder securing the highest technical score will be adjudicated as the “Best responsive bid” for award of the Project.

Rectification of Errors

Arithmetical errors in the Financial Bid 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 will be considered for future calculations.
- If there is a discrepancy between words and figures, the amount in words shall prevail.

Note: In any other case of discrepancy, MITS reserves the right to pick the value which it considers as beneficial to the government.

7.18 Contacting the State Implementation Agency

Contact by Writing

No Bidder shall contact MITS on any matter relating to its Bid, from the time of Bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of State, it should be done in writing.

Rejection of Bid

Any effort by a Bidder to influence MITS in its decisions on Bid evaluation, Bid comparison or contract award may result in rejection of the Bidder's Bid.

7.19 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 return it to < >.

Discharge of Bid Security

Upon the successful signing of the agreement, MITS shall promptly request the Bidder to provide performance Bank guarantee. On receipt of the performance guarantee, the Bid security of the selected Bidders will be released.

7.20 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.

7.21 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.

7.22 Rejection Criteria

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

Pre Qualification 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.
- Pre-Qualification Bid containing commercial details.
- 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 DIT 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.

7.23 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, wherever possible, in this regard.

7.24 Income Tax Liability

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

Section VIII – General Condition of Contract

8.1. Definitions

In this 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
- **“State”** shall mean State Government, India and shall include its legal representatives, successors and permitted assignees
- **“State’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 State)
- The **“Successful Bidder / System Implementer (SI) / Implementation Agency”** 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 State), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract
- **“SI / Implementation Agency’s Representative”** means the person or the persons appointed by the SI from time to time to act on its behalf for overall coordination, supervision and project management. This definition shall also include any and/or all of the employees of Bidder, their authorized agents and representatives and other personnel employed or engaged either directly or indirectly by the SI for the purposes of the Contract
- **“Contract”** means the Agreement entered into between the State and the “Implementation Agency/SI” as recorded in the Contract form signed by the State and the “Implementation Agency/SI” including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the Bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time
- **“Commissioning of GIS LAB components”** means the Supply, Installation, Testing, Training, Configuration and Final Acceptance of GIS LAB components and its integration with the existing infrastructure of the State Data Centre
- **“Confidential Information”** means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information with regard to any taxpayer, or any other person who is covered within the ambit of any commercial taxes legislation including any such information that may come to the knowledge of the Parties hereto / Bidder’s Team by virtue of this Contract that:

- By its nature or by the circumstances in which it is disclosed is confidential; or
- Is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract
- **“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 is signed and executed by the parties hereto. If the Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date
- **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights
- **“Kick Off Meeting”** means a meeting convened by the State to discuss and finalize the work execution plan and procedures with Implementation Agency
- **“Parties”** means the State and the SI and **“Party”** means either of the Parties
- **“Service”** means facilities/services to be provided as per the requirements specified in this tender document and any other incidental services, such as installation, implementation, support and provision of technical assistance and other such obligations of the SI covered under the Contract
- **“The Contract Price/Value”** means the price payable to the SI under the Contract for the full and proper performance of its contractual obligations

8.2 Interpretation

In this Contract, unless a contrary intention is evident:

The ‘clause’ headings are meant for convenient reference only and do not form part of this Contract;

- 8.2.1 Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- 8.2.2 Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- 8.2.3 A word in the singular includes the plural and a word in the plural includes the singular;
- 8.2.4 A word importing a gender includes any other gender;
- 8.2.5 A reference to a person includes a partnership and a body corporate;

- 8.2.6 A reference to legislation includes legislation repealing, replacing or amending that legislation;
- 8.2.7 Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- 8.2.8 In the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.

8.3 Representations & Warranties

In order to induce MITS to enter into this Contract, the SI hereby represents and warrants as of the date hereof, whose representations and warranties shall survive the term and termination of the contract for each of the following:

- 8.3.1 That the SI has the requisite experience in supply, installation, configuration, training and testing and Final Acceptance Test of the GIS LAB components, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully provide the services sought by MITS for the purposes of this Contract.
- 8.3.2 That the SI is not involved in any major litigation or legal proceedings, pending, existing and potential or threatened that may have an impact of affecting or compromising the performance or delivery of services under this Contract.
- 8.3.3 That the representations and warranties made by the SI in the Bid or will be made in this contract are and shall continue to remain true and fulfill all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the Tender and unless the MITS specifies to the contrary, the SI shall be bound by all the terms of the Bid and the contract through the term of the contract.
- 8.3.4 That the SI has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to fulfill the scope of work stipulated in the Tender and this Contract.
- 8.3.5 That there shall not be any privilege, claim or assertion made by a third party with respect to right or interest in ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights licenses and permits.
- 8.3.6 That the SI shall use such assets of MITS as the MITS may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The SI shall however have no claim to any right, title, lien or other interest in any such property and any possession of property for any duration whatsoever shall not create any right in equity or otherwise merely by fact of such use or possession during or after the term hereof.
- 8.3.7 That the SI shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free

from all claims, titles, interests and liens thereon and shall keep the MITS indemnified in relation thereto.

- 8.3.8 That the execution of the Services and the Scope of work herein are and shall be in accordance and in compliance with all applicable laws.
- 8.3.9 That neither the execution and delivery by the SI of the Contract nor the Implementation Agency's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental Authority binding on the Implementation Agency, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any Contract, Contract or instrument to which the SI is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Implementation Agency.
- 8.3.10 That the SI certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the SI which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
- 8.3.11 That the SI owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all its Intellectual Property Rights, which are required or desirable for performance of its services under this contract and regarding the same the SI does not, so far as the SI is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the SI is aware, none of the Intellectual Property Rights, owned or enjoyed by the SI or which the SI is licensed to use, which are material in the context of Implementation Agency's business and operations for the performance of this contract are being infringed nor, so far as the SI is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the SI by any person. All Intellectual Property Rights (owned by the SI or which the SI is licensed to use) required by the SI for the performance of the contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the SI indemnified in relation thereto.
- 8.3.12 That time is the essence of the Contract and hence the SI shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workmanlike manner on a timely basis.
- 8.3.13 That its security measures, policies and procedures are adequate to protect and maintain the confidentiality of the Confidential Information.

8.3.14 That in providing the Services or deliverables or materials, neither SI nor its agent, nor any of its employees, shall utilize information which may be considered confidential information of or proprietary to any prior employer or any other person or entity.

8.4 Scope of Work / Contract

The SI has to abide all the work as specified in the Scope of Work of this RFP

8.5 Duration of the Contract

The Contract shall remain valid for a period of the project three years from the date of Final acceptance of the GIS solutions by the MITS extendable upto five years.

8.6 Contract Performance Guarantee

Within 14 (fourteen) days after the receipt of notification of award of the Contract from the MITS, the successful Bidder shall furnish Contract Performance Guarantee to MITS 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 Nationalized/Scheduled Bank in the Proforma given at Annexure for Proforma for Bank Guarantee.

8.7 Implementation Agency's Obligations

8.7.1 The SI would be required to supply, install, configure and test the GIS LAB components and their integration with the existing infrastructure of the State Data Centre. It will be the SI's responsibility to ensure compliance to the requirements of the GIS LAB components and continued support of the GIS LAB 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 Contract

8.7.2 In addition to the aforementioned, the SI 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 SI shall ensure that the Implementation Agency's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The SI shall ensure that the Services are performed through the efforts of the Implementation Agency's Team, in accordance with the terms hereof and to the satisfaction of the MITS. Nothing in this Contract relieves the SI from its liabilities or obligations under this Contract to provide the Services in accordance with the MITS directions and requirements and as Stated in this Contract and the Bid to the extent accepted by the MITS and the SI shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team

- The Implementation Agency's representative shall have all the powers requisite for the performance of services under this contract. The Implementation Agency's Representative shall liaise with the MITS's Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He will extend full co-operation to MITS's representative in the manner required by them for supervision/inspection/observation of the GIS LAB components, equipment/material, procedures, performance, reports and records pertaining to the works. He shall also have complete charge of the Implementation Agency's personnel engaged in the performance of the works and to ensure internal discipline, compliance of rules, regulations and safety practice. He shall also co-ordinate and co-operate with the other Service Providers/Vendors of the MITS working at the Site/offsite for activities related to planning, execution of scope of work and providing services under this contract.

Reporting Progress:

- SI shall monitor progress of all the activities specified in the contract and submit free of cost monthly progress report about various aspect of the work to the MITS. The MITS on mutual agreement between both parties 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 at the Kick-Off meeting.
- The SI shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time. The SI 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 programme the SI shall produce at the request of the MITS's Representative a revised programme showing the modification to the approved programme 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 SI shall supply to the MITS, 5 (five) days prior to the effective date of commencement of works/services or kick-off meeting whichever is earlier, an organization chart showing the proposed organization/manpower to be established by the SI for execution of the work/facilities including the identities and Curriculum-Vitae of the key personnel to be deployed. The SI shall promptly

inform the MITS in writing of any revision or alteration of such organization charts

- 8.8.2 The SI 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 SI shall provide and deploy manpower on the site 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 MITS's Representative may at any time object to and require the SI to remove forthwith from the site a supervisor or any other authorized representative or employee of the SI or any person(s) deployed by SI, if in the opinion of the MITS's Representative the person in question has mis-conducted himself or his deployment is otherwise considered undesirable by the MITS's Representative the SI shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of the MITS's Representative
- 8.8.5 The MITS's Representative may at any time request the SI to remove from the work / Site the Implementation Agency's supervisor or any other authorized representative including any employee of the SI or any person(s) deployed by SI for professional incompetence or negligence or for being deployed for work for which he is not suited. The SI shall consider the representative's request and may accede to or disregard it. The MITS's Representative having made a request as aforesaid in the case of any person which the SI has disregarded, may in the case of the same person at any time but on a different occasion and for a different instance of one of the reasons referred to above in this Clause object to and require the SI to remove that person from deployment on the work which the SI shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the MITS's Representative
- 8.8.6 The MITS's Representative shall state to the SI in writing his reasons for any request or requirement pursuant to this clause
- 8.8.7 The SI shall maintain backup personnel and shall promptly provide replacement of every person removed pursuant to this section with an equally competent substitute from the pool of backup personnel
- 8.8.8 In case of change in its team composition owing to attrition the SI shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handover/takeover of documents and other relevant materials between the outgoing and the new member. The exiting team member should be replaced with an equally competent substitute from the pool of backup personnel

8.9 Statutory Requirements

- 8.9.1 During the tenure of this Contract nothing shall be done by the SI in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep State indemnified in this regard
- 8.9.2 The SI and their personnel/representative shall not alter / change / replace any hardware component proprietary to the MITS and/or under warranty or AMC of third party without prior consent of the MITS
- 8.9.3 The SI and their personnel/representative shall not, without consent of the MITS, install any hardware or software not purchased / owned by the MITS

8.10 Contract Administration

- 8.10.1 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 this Contract other than the power to amend this 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 this Contract
- 8.10.2 The SI shall be bound by all undertakings and representations made by the authorized representative of the SI and any covenants stipulated hereunder with respect to this Contract for and on their behalf
- 8.10.3 For the purpose of execution or performance of the obligations under this Contract the MITS's Representative would act as an interface with the nominated representative of the SI. The SI shall comply with any instructions that are given by the MITS's Representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender
- 8.10.4 A Committee comprising representatives from the MITS and the SI shall meet on a quarterly basis to discuss any issues / bottlenecks being encountered. The SI shall draw the minutes of these meetings and circulate to the MITS

8.11 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 GIS LAB components at any time during the course of the Contract, after providing due notice to the SI. 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

- 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 by the Third Party of its obligations/functions in accordance with the standards committed to or required by the MITS. The SI undertakes to cooperate with and provide to the MITS / any other SI 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 SI failing which the MITS may without prejudice to any other rights that it may have issue a notice of default

8.12 State's Obligations

- 8.12.1 The State's Representative shall interface with the SI to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. State 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 State is proper and necessary
- 8.12.2 MITS shall ensure that timely approval is provided to the SI, where deemed necessary, which should include physical data centre diagram/plans and all specifications related to equipment/material required to be provided as part of the Scope of Work
- 8.12.3 The MITS shall approve all such documents as per the above Clause

8.13 Information Security

- 8.13.1 The SI shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the MITS, out of State Data Centre premises without prior written permission from the MITS
- 8.13.2 The SI shall adhere to the Information Security policy developed by the MITS
- 8.13.3 SI acknowledges that MITS business data and other MITS proprietary information or materials, whether developed by MITS or being used by MITS pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to MITS and SI agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by SI to protect its own proprietary information. SI recognizes that the goodwill of MITS depends, among other things, upon SI keeping such proprietary information confidential and that unauthorized disclosure of the same by SI could damage State and that by reason of SI's duties hereunder. SI may come into possession of such proprietary information even though SI does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to

such access to perform the services required by this agreement. SI shall use such information only for the purpose of performing the said services.

8.13.4 All software and solution proposed should be Security certified by recognized body.

8.13.5 SI shall, upon termination of this agreement for any reason or upon demand by State, whichever is earliest return any and all information provided to SI by State including any copies or reproductions, both hard copy and electronic

8.14 Ownership of Equipment

The MITS shall own all the equipment, Licenses and any solution supplied by the SI arising out of or in connection with this Contract

8.15 Risk Management

- a. SI shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the SI under this Contract. SI shall underwrite all the risk related to its personnel deputed under this Contract as well as equipment and components of the SDC, procured for the SDC, equipment, tools and any other belongings of the SI or their personnel during the entire period of their engagement in connection with this Contract and take all essential steps to reduce and mitigate the risk. State Government will have no liability on this account

8.16 Indemnity

- a. The SI shall execute and furnish to MITS a Deed of Indemnity in favour of the MITS in a form and manner acceptable to the State, 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 SI or the Implementation Agency's Team / or any third party in connection with or incidental to this Contract; or
 - A breach of any of the terms of the Implementation Agency's Bid as agreed, the Tender and this 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

8.17 Confidentiality

- a. The SI shall not use any Information, name or the logo of the MITS except for the purposes of providing the Service as specified under this contract;
- b. The SI may only disclose Information with the prior written consent of the State to a member of the SI's Team ("Authorized Person") if the Authorized Person is obliged to use it only for the performance of obligations under this contract

- c. The SI shall do everything reasonably possible to preserve the confidentiality of the Information including execution of a confidentiality agreement to the satisfaction of the State
- d. The SI shall sign a Non Disclosure Agreement (NDA) with the MITS. The Implementation Agency, its antecedents shall be bound by the NDA. The SI will be held responsible for any breach of the NDA by its antecedents or delegates
- e. The SI shall notify MITS promptly if it is aware of any disclosure of the Information otherwise than as permitted by this Contract or with the authority of the State
- f. The SI shall be liable to fully recompense the MITS for any loss of revenue arising from breach of confidentiality. MITS reserves the right to adopt legal proceedings, civil or criminal, against the SI in relation to a dispute arising out of breach of obligation by the SI under this clause
- g. The SI shall not take away or remove in whatever manner any information on any media like but not limited to Floppy, Digital Drives, CDs, DVDs, email etc from SDC without the specific written permission of State. SI, if required, shall take specific permission for each such event
- h. The SI shall not use any information which might have come to its knowledge in whatever manner during the discharge of its obligation under the contract for any purpose except strictly for discharging his obligation under the contract and no more

8.18 Term and Extension of the Contract

- a. The term of this 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 State
- b. 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

8.19 Prices

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

8.20 Change Orders/Alteration/Variation

The SI agrees that the GIS LAB requirements given in Functional Requirement Specifications (FRS) of this RFP are minimum requirements and are in no way exhaustive and guaranteed by the State. It shall be the responsibility of the SI to meet

all the requirements upward revisions and/or additions of quantities, specifications, sizes given in Specifications etc. required to be made during commissioning of GIS LAB components shall not constitute a change order and shall be carried out without a change order and shall be carried out without any time and cost effect to State. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification which the SI had not brought out to the State notice in his tender shall not constitute a change order and such upward revisions and/or addition shall be carried out by SI without any time and cost effect to State

8.21 Change Order

The change order will be initiated only in case-

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

8.21.2 SI 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 State and for which cost and time benefits shall be passed on to the State

8.21.3 State directs in writing the SI to incorporate changes or additions to the Design Criteria requirements already covered in the Contract

8.21.4 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

8.22 Procedures for Change Order

During detailed Engineering and subsequently if the SI observes that any new requirement which other than that required for meeting the design criteria is not specific or intended by the Contract has been stipulated by the State, while approving the specifications, calculations, purchase requisitions, other documents etc. he would verbally discuss the matter with State’s Representative

- a. In case such requirement arises from the side of the SI, he would also verbally discuss the matter with MITS’s Representative giving reasons thereof
- b. In either of the two cases as explained in the above two Clauses, the representatives of both the parties will discuss on the new requirement for better understanding and to mutually decide whether such requirement constitutes a change order or not
- c. If it is mutually agreed that such Requirement constitutes a “Change Order” then a joint memorandum will be prepared and signed by the SI and State to confirm a “Change Order” and basic ideas of necessary agreed arrangement

- d. Upon completion of the study referred to above Clause, the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to the State to enable the State to give a final decision whether SI should proceed with the change order or not in the best interest of the works. The estimated cost and time impact indicated by SI shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order. The time impact applicable to the Contract shall be mutually agreed, subsequently, on the basis of the detailed calculations supported with all relevant back up documents. In case SI fails to submit all necessary substantiation/calculations and back up documents, the decision of the State regarding time and cost impact shall be final and binding on the SI
- e. If MITS accepts the implementation of the change order under Clause mentioned above in writing, which would be considered as change order then SI shall commence to proceed with the relevant work stipulated in the change order pending final agreement between the parties with regard to adjustment of the Contract Price and the Construction Schedule

Conditions for extra work/change order

- f. The provisions of the Contract shall apply to extra work performed as if the Extra work / Change order has been included in the original Scope of work. However, the Contract Price shall increase / decrease and the Time Schedule shall be adjusted on account of the Extra work / Change orders as may be mutually agreed. The SI's obligations with respect to such work remain in accordance with the Contract

8.23 Suspension of Work

The SI shall, if ordered in writing by the State's Representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The SI 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 SI, if request for same is made and that the suspension was not consequent to any default or failure on the part of the SI. In case the suspension of works is not consequent to any default or failure on the part of the SI and lasts for a period of more than 2 months, the SI shall have the option to request the State to terminate the Contract with mutual consent

In the event that the State suspends the progress of work for any reason not attributable to the SI for a period in excess of 30 days in aggregate, rendering the SI to extend his performance guarantee then 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 SI producing the requisite evidence from the bank concerned

8.24 Completion of Contract

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

8.25 Payment Schedule

The fee amount will be equal to the amount specified in *Format for Tender Response – Commercial Bid*

Payments will be released only on satisfactory acceptance of the deliverables for each Task as per the following schedule:

a. Payment Schedule

| S. No | Payment Schedule | Fee Payable | Remarks |
|-------|---|--|--------------------------------------|
| 1. | Delivery of all the Components (Hardware's + bought out Software) | 20% of Project Cost Hardware + bought out software | On acceptance of the Items by MITS |
| 2. | Installation, commissioning and Integration of all equipments | 40% of Project Cost Hardware + bought out software | On Successful signoff by MITS |
| 3. | Successful Final Acceptance Test (FAT)* and initial GIS product training of State representatives and officials for the deployed solution | 30% of Project Cost Hardware + bought out software | On successful acceptance and signoff |
| 4. | The balance 10% shall be paid on quarterly basis over a period of 3 years. | | |
| 5. | Three years O&M charges will be payable at the end of each quarter | | |

*FAT: This will include successful demonstration of all the features of the GIS solution and implementation of the Decision Support System with the data of MITS lab and all line departments.

b. O&M Payment Schedule

- The Total amount of the O&M shall be paid in equivalent QGR (quarterly) to the SI, and will be calculated based on the period of the project
- The amount of the QGR will be in-line with the SLA parameters as defined in the RFP, and the applicable penalties shall be deducted from the QGR

8.26 Events of Default by the Implementation Agency

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

- The SI 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 SI has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures / Contract or if the SI has fallen short of matching such standards/targets as the State may have designated with respect to any task necessary for the execution of the scope of work under this Contract. The above mentioned failure on the part of the SI may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by the State; or
- The SI has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the State despite being served with a default notice which laid down the specific deviance on the part of the SI to comply with any stipulations or standards as laid down by the State; or
- SI / SI's Team has failed to conform with any of the Service / Facility Specifications / Standards as set out in the Scope of Work of this Tender Document or has failed to adhere to any amended direction, modification or clarification as issued by State during the term of this Contract and which State deems proper and necessary for the execution of the Scope of Work under this Contract; or
- The SI has failed to demonstrate or sustain any representation or warranty made by it in this Contract with respect to any of the terms of its Bid or the Tender and this 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 SI; or
- SI / SI'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 SI, setting out specific defaults / deviances / omissions and providing a notice of Sixty (60) days to enable such

defaulting party to remedy the default committed.

8.27 Exit Management

8.27.1 Purpose

- I. This sets out the provisions, which will apply on expiry or termination of the MSA, 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 shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

8.27.2 Transfer of Assets

- I. MITS shall be entitled to serve notice in writing on the SI at any time during the exit management period as detailed hereinabove requiring the SI and/or its sub-contractors to provide MITS with a complete and up to date list of the Assets within 30 days of such notice. MITS shall then be entitled to serve notice in writing on the SI at any time prior to the date that is 30 days prior to the end of the exit management period requiring the SI to sell the Assets, if any, to be transferred to MITS or its nominated agencies at book value as determined as of the date of such notice in accordance with the provisions of relevant laws.
- II. In case of contract being terminated by MITS, MITS reserves the right to ask SI to continue running the project operations for a period of 6 months after termination orders are issued.
- III. Upon service of a notice under this Article the following provisions shall apply:
 - A. in the event, if the Assets to be transferred are mortgaged to any financial institutions by the SI, the SI shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the MITS.
 - B. All risk in and title to the Assets to be transferred / to be purchased by MITS pursuant to this Article shall be transferred to MITS, on the last day of the exit management period.
 - C. MITS shall pay to the SI on the last day of the exit management period such sum representing the Net Block (procurement price less depreciation as per provisions of Companies Act) of the Assets to be transferred as stated in the Terms of Payment Schedule.
 - D. Payment to the outgoing SI shall be made to the tune of last set of completed services / deliverables, subject to SLA requirements.
 - E. The outgoing SI will pass on to MITS and/or to the Replacement SI, the subsisting rights in any leased properties/ licensed products on terms not less favorable to MITS/ Replacement SI, than that enjoyed by the outgoing SI.

8.27.3 Exit Management Plan

- I. The SI 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.

A. A detailed program of the transfer process that could be used in conjunction with a Replacement SI for Compute Infrastructure including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;

B. plans for the communication with such of the SI for Compute Infrastructure's sub contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on MITS's operations as a result of undertaking the transfer;

C. (if applicable) proposed arrangements for the segregation of the SI for Compute Infrastructure's networks from the networks employed by MITS and identification of specific security tasks necessary at termination;

D. Plans for provision of contingent support to MITS, and Replacement SI for Compute Infrastructure for a reasonable period after transfer.

II. The SI for Compute Infrastructure shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

III. Each Exit Management Plan shall be presented by the SI for Compute Infrastructure to and approved by MITS or its nominated agencies.

IV. The terms of payment as stated in the Terms of Payment Schedule include the costs of the SI for Compute Infrastructure complying with its obligations under this Schedule.

V. In the event of termination or expiry of MSA, and Project Implementation, each Party shall comply with the Exit Management Plan.

VI. During the exit management period, the SI for Compute Infrastructure shall use its best efforts to deliver the services.

VII. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

VIII. This Exit Management plan shall be furnished in writing to MITS or its nominated agencies within 90 days from the Effective Date of this Agreement.

8.28 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 SI shall be obliged to comply with. This may include unilateral re-determination of the consideration payable to the SI

hereunder. The SI shall, in addition, take all available steps to minimize loss resulting from such event of default

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

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

8.30 Termination of the Contract

8.30.1 The MITS reserves the right to terminate the contract with 30 days notice

8.30.2 Retain such amounts from the payment due and payable by the MITS to the SI as may be required to offset any losses caused to the MITS as a result of such event of default and the SI 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 this Contract in an identical manner as were being performed before the occurrence of the default

8.30.3 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 SI may have resulted from such default and pursue such other rights and/or remedies that may be available to the MITS under law.

8.31 Termination

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

- Where it comes to the MITS's attention that the SI (or the SI'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 this Contract
- Where the SI'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 SI, any failure by the SI to pay any of its dues to its creditors, the institution of any winding up proceedings against the SI or the happening of any such events that are adverse to the commercial viability of the SI. 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 SI without compensation to the SI in the Event of Default on the part of the SI which may include failure on the part of the SI to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract
- **Termination for Insolvency:** The MITS may at any time terminate the Contract by giving written notice to the SI without compensation to the SI, if the SI 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 SI 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

8.32 Consequences of Termination

- 8.32.1 In the event of termination of this contract, due to any cause whatsoever, except where termination is for MITS's convenience, the SI shall be blacklisted and the contract will stand cancelled effective from the date of termination of this contract
- 8.32.2 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
- 8.32.3 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination

8.33 Penalty

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

8.34 Force Majeure

- 8.34.1 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

- 8.34.2 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 SI 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
- 8.34.3 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

8.35 Liquidated Damages

- 8.35.1 Subject to Force Majeure if the Bidder fails to complete the Supply, Installation, Configuration, Testing and Training and Final Acceptance of the GIS LAB components and its integration with the existing infrastructure of the MITS Data Centre before the scheduled completion date or the extended date or if SI 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 SI as Liquidated Damages (LD). This 20% (twenty percent) will be staggered over a period of the project
- 8.35.2 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 SI in its hands (which includes the MITS's right to claim such amount against SI's Bank Guarantee) or which may become due to the SI. Any such recovery or liquidated damages shall not in any way relieve the SI from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract

8.36 Dispute Resolution

- The MITS and the SI 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 SI 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 SI relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of two Arbitrators. One Arbitrator to be nominated by the MITS and the other to be nominated by the SI 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, State, shall be final and binding on the parties
- The Arbitration and Conciliation Act 1996, the rules there under 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 this contract by giving a written notice of termination of minimum 30 days to the SI
- 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

8.37 Conflict of Interest

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

8.38 Severance

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

8.39 Governing Language

The Agreement shall be written in English language. Language of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

8.40 "No Claim" Certificate

The SI shall not be entitled to make any claim, whatsoever against MITS under or by virtue of or arising out of this contract, nor shall the MITS entertain or consider any

such claim, if made by the SI 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.

8.41 Publicity

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

8.42 General

Relationship between the Parties

- 8.42.1 Nothing in this Contract constitutes any fiduciary relationship between the MITS and SI / SI’s Team or any relationship of employer employee, principal and agent, or partnership, between the MITS and SI
- 8.42.2 No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract
- 8.42.3 The MITS has no obligations to the SI’s Team except as agreed under the terms of this Contract

No Assignment

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

Survival

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

Entire Contract

The terms and conditions, Scope of Work, SLA etc. laid down in the Tender and all annexure thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter

Governing Law

This Contract shall be governed in accordance with the laws of India

Jurisdiction of Courts

The courts of India at Shillong, Meghalaya will have exclusive jurisdiction to determine any proceeding in relation to this Contract

Compliance with Laws

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

Notices

A “notice” means:

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

All notices, requests or consents provided for or permitted to be given under this 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 SI 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

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

8.43 Response to RFP

Proofs needed

The SI 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 SI which are deemed invalid by MITS may lead to disqualification of the Bidder from the Bidding process

8.44 Modification

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

8.45 Application

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

8.46 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 MITS from time to time.

Section - IX

Formats for Response to the Tender: Pre - Qualification Bid

Section IX: Format for Response to the tender: Pre-Qualification Bid

This section provides the outline, content and the formats that the Bidders are required to follow in the preparation of the Pre-Qualification Bid

Format 1 – Pre-Qualification 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 GIS LABcomponents at the State Data Centre

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. 15, 00, 000/- (Rupees Fifteen Lacs only) 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 **Section IX - 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 Annexure II - 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 | 2011-2012 | 2012-2013 | 2013-2014 |
| 16. | Net Worth | | | |
| 17. | Turn Over | | | |
| 18. | PAT | | | |

Format 3 – Pre-Qualification Criteria

| Sr. No | Qualification Criteria | Documents/Information to be provided in the submitted proposal | Compliance | Reference & Page Number |
|--------|---|--|------------|-------------------------|
| 1. | The responding firm / agency should have made a payment of Rs. 5,000/- (Rupees Five Thousand only) for the RFP document | DD for Rs. 5,000/- in favour of Member Secretary, Meghalaya Information Technology Society payable at Shillong through any scheduled bank. | Yes/No | |
| 2. | Legal Entity a) Company should be registered under Companies Act, 1956 b) Registered with the Service Tax Authorities | a) Certificate of Incorporation, valid as on date of tender opening date b) Service Tax Registration Certificate | Yes/No | |
| 3. | Average Annual Sales Turnover by System Integration (SI) in ICT related activities during of the last three (3) financial years (FY 13-14, FY 12-13 and FY 11-12) as per the last published balance sheets - Rs. 25 Crores or more in each financial year | Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor. | Yes/No | |
| 4. | Company experience in implementation of integrated turnkey projects which includes GIS System Integration for Computing Infrastructure, Storage, GIS Software Implementation and | Details of Experience of responding firm/ Project Citation supported with Work order / Project completion certificates from client | Yes/No | |

| Sr. No | Qualification Criteria | Documents/Information to be provided in the submitted proposal | Compliance | Reference & Page Number |
|--------|---|---|------------|-------------------------|
| | Configuration in India with at least 5 (Five) GIS SI projects with minimum value of Rs. 20 lakhs each completed in last 5 financial years (FY 2009-10, 2010-2011, 2011-12, 2012-13, 2013-14) Specifically each project should have components of Hardware, Networking, GIS Application Helpdesk, Management & Maintenance etc. necessarily for this project | | | |
| 5. | The responding firm must have a minimum number of 5 Staff of technically qualified personnel each having minimum 3 years of work experience in the domain of GIS Software Implementation and configuration, as on 31 st Dec, 2014 on its roll. | Certificate from HR Department for number of technically qualified professionals employed by the company along with any other statutory supporting document | Yes/No | |
| 6. | The bidder should be an authorised reseller/ distributor/ channel partner/ implementation | Certificate/ Letter from the respective OEMs authorising the bidder to quote their product and declaring the bidder would be able to provide the quoted items on time with warranty as required by the buyer. | Yes/No | |
| 7. | Minimum CMM level 3 certification valid as on the date of opening of this bid | Copy of Certificate from competent authority. | Yes/No | |

| Sr. No | Qualification Criteria | Documents/Information to be provided in the submitted proposal | Compliance | Reference & Page Number |
|--------|---|--|------------|-------------------------|
| 8. | The Bidder shall furnish, as part of its Bid, an Earnest Money Deposit (EMD) of Rs. 15,00,000 (Fifteen Lacs Only) in the favor of “Member Secretary, Meghalaya Information Technology Society”, payable at “Shillong, Meghalaya”. | The EMD shall be denominated in Indian Rupees. | Yes/No | |

Format 4 - 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 Agency for Supply, Installation, Commissioning, Training and Testing and Maintenance services for GIS LAB components of the State for the period of the project. I hereby declare that my company has not been debarred/black listed by any Government / Semi-Government organizations in India. I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Format 5 – 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 Agency for Supply, Installation, Commissioning, Training and Testing and Maintenance services for GIS solutions.

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

Formats for Response to Tender: Technical Bid

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 Agency for Supply, Installation, Commissioning, Training and Testing and Maintenance services for GIS solution

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. 15, 00, 000/- (Rupees fifteen Five Lacs 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 – Technical Solution

1. The Bidder is required to describe the proposed Technical Solution in this section. Following should be captured in the explanation:

- Clear articulation and description of the design (details provided in the point 2) and technical solution and various components including make and model of equipment and sizing of infrastructure (including diagrams and calculations wherever applicable)
- Extent of compliance to technical requirements specified in the scope of work
- Technical Design and clear articulation of benefits to MITS of various components of the solution vis-à-vis other options available.
- Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other Clients.

a. Operations & Maintenance

1. Reactive and Proactive maintenance
2. The kind of support and maintenance hired from different OEM's and vendors with relevant proofs
3. Detail of implementation plan to meet the SLA

b. Approach & Methodology for Commissioning of components for GIS LAB

(It should be accompanied by the time line and project plan)

c. Adherence to Best practices like ISO, ITIL, BS7799, BS15000, ISO: 20000, ISO 27001etc.

2. Bidder shall provide a detailed project plan with timelines, resource allocation, milestones etc. in for supply, installation and commissioning components for the GIS Solutions.

SI needs to fill in the below schedules and wherever required, attach the necessary documents inline.

Note: If the proof of attachments is not accompanied in the response, then that response will not be taken into consideration for technical evaluation.

Format 3 – Schedules for Technical Evaluation Criteria

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 65 and above in the technical evaluation will be qualified for commercial Bid opening.

The following criteria shall be used to evaluate the technical Bids. All the Bids scoring 65 and above in the technical evaluation will be qualified for commercial Bid opening.

| S. No. | Criteria | Weightage | Supporting Documentation |
|--------|---|-----------|--|
| i. | <p>Bidder's experience in setting-up GIS solutions in India, quantified in terms of number of projects will be evaluated. Setting-up GIS solutions would mean where the Bidder has procured, installed and commissioned GIS solution (Hardware and Software). Only Project Cost greater than Rs. 25 lakhs and set up as per the contract in the last 3 financial years will be considered (2010-11 to 2013-14)</p> <p>Bidder with maximum numbers of projects (maximum capped to 5 projects) shall be awarded full 20 (1 project=4 Marks) marks and the others shall be awarded marks on relative (pro-rata) basis.</p> | 20 marks | Copy of Project completion certificate from the client, Copy of work order /agreement clearly mentioning project value and duration. Format sample given in <u>Schedule A</u> |
| 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 – (3 marks) - Understanding about the project (3Marks) - How the existing Data center is leveraged for setting up of Centralized GIS LAB Infrastructure of MITS -(4 Marks) - Approach and methodology for digitization (5 Marks) | 15 Marks | Complete proposal for each sections |

| S. No. | Criteria | Weightage | Supporting Documentation |
|--------|--|-----------|---|
| iii. | <p>Bidder prior experience in implementing GIS solution along with hardware and networking components in the Eastern/ North East India in last 5 financial years 2009-10,2010-11,2011-12,2012-13,2013-14</p> <p>2 marks per project</p> | 10 marks | <p>Copy of Project completion certificate from the client, Copy of work order /agreement clearly mentioning project value and duration. Format sample given in <u>Schedule A</u></p> |
| Iv | <p>Project Management and Detailed Work Plan</p> <p>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 | <p>Complete proposal for each sections. Format sample given in <u>Schedule C</u></p> |
| V | <p>Resource:</p> <p>The Bidder must have on its roll at least 10 GIS qualified professionals with minimum 3 years relevant experience for GIS implementation, GIS application programming etc as on Bid submission date.</p> <p>> 9= 5; 5 - 9 =3; 1 - 4 = 2;</p> | 5 | <p>Detailed Resume with photograph of each resource proposed with copy of relevant Certificate etc counter signed by head of HR/ Competent authority. Sample Format given in <u>Schedule E</u></p> |

| S. No. | Criteria | Weightage | Supporting Documentation |
|--------------|--|------------|--|
| vi. | <p>For each BOM component as specified in the Bidder will provide the compliance status, value addition provided and impact of value addition (considered as positive impact).</p> <p>GIS infrastructure 4 marks</p> <p>Network components 2 marks</p> <p>Additional BOM 2 marks</p> <p>GIS resource 2 marks</p> | 10 marks | Detailed proposal for the Complete BOM in the specified format as given in this RFP for each of the head. |
| Vii | Presentation and working live demonstration for each component of GIS Application suite | 30 Marks | Detail presentation to be given in front of tender evaluation committee with subsequent working demonstration of the proposed GIS applications. The date and venue for the presentation shall be communicated to the bidder later. |
| Total | | 100 | |

The financial Bids of only those Bidders will be opened and considered who have scored at least 65 marks in the Technical Evaluation as specified above.

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

Detail Bill Of Material (GIS Infrastructure)

| Sl no. | Item | Quantity | Compliance | Remark |
|---------------|---|---|-------------------|---------------|
| 1 | High end GIS Desktop workstations with preloaded 64 bit OS | 2 | | |
| 2 | Low end GIS Desktop workstations with preloaded 64 bit OS | 8 | | |
| 3 | Photogrammetry software package with one concurrent user | 1 | | |
| 4 | Digital Image Processing /Remote Sensing Package with one concurrent user. | 1 | | |
| 5 | GIS Desktop software suite package with 5 concurrent user license hosted in the central server | 1 suite | | |
| 6 | Centralized Application Server Software: Server based GIS software suite package with enterprise licenses. (Bidders are also requested to provide all possible license options with unit cost and anticipated users in a separate sheet) | 1 | | |
| 7 | High End MFP Scanner cum plotter | 1 | | |
| 8 | RDBMS Spatial Database software package (high availability) i. Upgradation of existing RDBMS database in MSDC if required or ii. New RDBMS solution if the existing RDBMS solution in MSDC does not support proposed GIS Solution. | Bidder to suggest integration with the existing Oracle 11g / SQL server 2008 in MSDC for GIS Spatial database. Detail given in section 4.4 Existing MSDC Setup | | |
| 9 | Antivirus package for standalone desktops | 10 | | |
| 10 | Handheld GPS Device | 2 | | |
| 11 | RAM Upgradation from 16 GB to 64 GB (for existing 2 Blade Server) Detail about the Server and RAM specification given in section 4.4 Existing MSDC Setup | 2 | | |

GIS Infrastructure (Line Department)

| Sl no. | Item | Quantity | Compliance | Remarks |
|--------|-------------------------------------|-------------------------------|------------|---------|
| 1. | Electrical power point installation | To install the above hardware | | |
| 2. | Others | To install the above hardware | | |

GIS Technical Resource

| Sl no. | Resource | Quantity | Compliance | Remarks |
|--------|--|--|------------|---------|
| 1 | Digitization work | Bidders to propose methodology and unit rate for digitization | | |
| 2 | GIS technical resource for resolution of issue and any capacity building required within the team | For minimum of 3 months as per requirement and on need basis subsequently. | | |

Training

| Sl no. | Trainings | Quantity | Compliance | Remarks |
|--------|--|--|------------|---------|
| 1 | Additional Training other than initial and upgrade training. | Bidders to propose methodology and unit rate for Training. | | |

Network Related Items

| Component | Qty | Compliance | Remarks |
|---|--------------------|------------|---------|
| Networking Related | | | |
| 8-Port 10/100/1000 Desktop Gigabit Lan Network unmanaged Switch | 1 | | |
| OFC(100 meters) including both end termination points | 1 | | |
| Cat6 cable (Box of 305 mts) | 1 | | |
| I/O Box (Single) | 1 | | |
| Others | Bidders to specify | | |

Schedule A- Bidders Experience in setting-up GIS Solutions

| Criteria | Sl. No. | Name of Client | Project Cost | Year of Execution | Details of testimonial attached |
|--|---------|----------------|--------------|-------------------|---------------------------------|
| <p>Bidder's experience in setting-up IT infrastructure in GIS technology solutions in India, quantified in terms of number of projects will be evaluated. Setting-up GIS infrastructure would mean where the Bidder has procured, installed and commissioned IT Infrastructure (Hardware and Software). Only Project Cost greater than Rs. 25 lakhs and set up as per the contract in the last 3 financial years will be considered (2010-2011,2011-12,2012-2014)</p> <p>Bidder with maximum numbers of projects (maximum capped to 5 projects) shall be awarded full 20 (1 project=4 Marks) marks and the others shall be awarded marks on relative (pro rata) basis.</p> | 1 | | | | |
| | 2 | | | | |
| | 3 | | | | |
| | 4 | | | | |
| | 5 | | | | |

Note: Testimonials would include Copy of work order/ Contract / Client certificate

Schedule B : Proposed Approach & Methodology

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present Approach and Methodology divided into the following sections:

- a) Solution Proposed
- b) Understanding of the project (how the solution proposed is relevant to the understanding)
- c) Technical Approach and Methodology. Cost efficient methodology for setting up of Centralized GIS LAB Infrastructure

Schedule C- Project Management and Detailed Work Plan

The overall project management approach (including resource deployment plan, communication plan, risk mitigation plan etc.)

| No | Activity ¹ | Calendar Months | | | | | | | | | | | | |
|----|-----------------------|-----------------|---|---|---|---|---|---|---|---|----|----|----|---|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | n |
| 1 | | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| N | | | | | | | | | | | | | | |

Schedule D- Average Turnover

| | Turnover for the Financial year 2011 – 2014 | Turnover for the Financial year 2010– 2011 | Turnover for the Financial year 2009 – 2010 | Average Turnover (Rs.) | Indicate the page number where balance sheets are provided |
|--|---|--|---|------------------------|--|
| | | | | | |

Note: If the Average turnover of the Bidder from Indian operation for last three financial years is less thanCr will not get any marks.

Schedule E: Experience Resources with the SI

| Criteria | | | | | |
|---|------------------|------------------|----------------------|--|------------------------------|
| <p>The Bidder must have on its roll at least 10 Technically qualified professionals in GIS solutions, Photogrammetric as on Bid submission date.</p> <p>> 9= 5; 5 - 9 =3; 1 - 4 = 2;</p> | | | | | |
| S. No. | Type of resource | No. of Resources | Key Responsibilities | Academic Qualifications and Certifications (GIS related Certification) | Years of Relevant Experience |
| 1 | Skill Set | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |

Schedule G: Resources to be deployed for this Project

| Criteria | | | | | |
|---|------------------|----------------------|----------------------|--|------------------------------|
| The Resources deployed by the SI for GIS LAB | | | | | |
| <ul style="list-style-type: none"> 2 Resources with certification for GIS solution/ GIS programming and minimum 3 years of GIS related experience= 5 Marks | | | | | |
| S. No. | Type of resource | Name of the Resource | Key Responsibilities | Academic Qualifications and Certifications | Years of Relevant Experience |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |

Note: The Bidder must attach the CV, certification with this schedule.

Format 5: 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 6 – 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

Formats to Response to the Tender: Commercial Bid

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 Agency for Supply, Installation, Commissioning, Training and Testing and Maintenance services for GIS Solution for MITS

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 Agency for Supply, Installation, Configuration, and Support for for GIS 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 Format 2 of Section XIII attached with our Tender as part of the Tender.

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 Section XIII, Annexure II- Proforma 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

All unit rates indicated in the schedules shall be inclusive not limited to supply, installation, duties, transport, packing and transit insurance charges etc. Taxes should be indicated under the relevant column in the schedules.

Summary Component wise Cost Table (The following cost items shall be considered for financial evaluation)

| S. No. | Item | Reference | Total Price | Total Price in words |
|--------|---|-----------|-------------|----------------------|
| 1 | GIS Infrastructure | A1 | | |
| 2 | O&M (Total cost for 3 years including service tax) | A6 | | |
| | Total Cost | A1+A6 | | |

Format 3 – Breakdown of Cost Components

1. Bidder shall provide all prices as per the prescribed format. Bidder shall not leave any field blank. In case the field is not applicable, Bidder must indicate “0” (Zero) in all such fields.
2. All the prices (even for taxes) are to be entered in Indian Rupees ONLY (% values are not allowed)
3. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/or payable.
4. Meghalaya Information Technology Society (MITS) reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
5. Meghalaya Information Technology Society (MITS) shall take into account all Taxes, Duties & Levies for the purpose of Evaluation
6. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.

The Unit Rate as mentioned in the following formats shall be used for the purpose of “Change Order” for respective items, if any. However, based on the market trends, Meghalaya Information Technology Society (MITS) retains the right to negotiate this rate for future requirements.

Format 4: Bill of Materials:**GIS Infrastructure A1**

| Sl no. | Item | Quantity | Unit Cost | Total Cost |
|---------------|---|---|------------------|-------------------|
| 1 | High end GIS Desktop workstations with preloaded 64 bit OS | 2 | | |
| 2 | Low end GIS Desktop workstations with preloaded 64 bit OS | 8 | | |
| 3 | Photogrammetry software package with one concurrent user | 1 | | |
| 4 | Digital Image Processing /Remote Sensing Package with one concurrent user. | 1 | | |
| 5 | GIS Desktop software suite package with 5 concurrent user license hosted in the central server | 1 suite | | |
| 6 | Centralized Application Server Software: Server based GIS software suite package with enterprise licenses. (Bidders are also requested to provide all possible license options with unit cost and anticipated users in a separate sheet) | 1 | | |
| 7 | High End MFP Scanner cum plotter | 1 | | |
| 8 | RDBMS Spatial Database software package (high availability) i. Upgradation of existing RDBMS database in MSDC if required or ii. New RDBMS solution if the existing RDBMS solution in MSDC does not support proposed GIS Solution. | Bidder to suggest integration with the existing Oracle 11g / SQL server 2008 in MSDC for GIS Spatial database. Detail given in section 4.4 Existing MSDC Setup | | |
| 9 | Antivirus package for standalone desktops | 10 | | |
| 10 | Handheld GPS Device | 2 | | |
| 11 | RAM Upgradation from 16 GB to 64 GB (for existing 2 Blade Server) Detail about the Server and RAM specification given in section 4.4 Existing MSDC Setup | 2 | | |

Format 5 :GIS Infrastructure A2

| Sl no. | Item | Quantity | Unit Cost | Total Cost |
|--------|-------------------------------------|-------------------------------|-----------|------------|
| 1. | Electrical power point installation | To install the above hardware | | |
| 2. | Others | To install the above hardware | | |

Format 6: GIS Resource (A3):

| Sl no. | Resource | Quantity |
|--------|--|--|
| 1 | Digitization work | Bidders to propose methodology and unit rate for digitization |
| 2 | GIS technical resource for resolution of issue and any capacity building required within the team | For minimum of 3 months as per requirement and on need basis subsequently. |

Apart from the above BOM if any additional items are required to make the solution complete and fully functional as per scope of work the bidder should also quote for such items.

***Additional Bill of Material (A4):** The following items may be procured in future by MITS on need basis over and above the items mentioned in the table above. The below items shall not be considered while evaluating the financial bid.*

| Sl no. | Item | Quantity | Unit Cost | Total Cost |
|--------|---|----------|-----------|------------|
| 1 | License for <u>additional</u> concurrent user for GIS software suit | 1 | | |
| 2 | License for <u>additional</u> concurrent user for Photogrammetric | 1 | | |
| 3 | <u>Additional</u> digital Image processing license | 1 | | |
| 4 | Additional training (GIS Application Suite) Cost for batch of 10 participants including training material and handouts. | 1 | | |

Format 7: Network Related Costs A5

| Component | | Qty | Rate (per unit) (Y) | Total Cost (= X*Y) |
|--------------------------|---|--------------------|---------------------|--------------------|
| Networking Related Costs | | | | |
| | 8-Port 10/100/1000 Desktop Gigabit Lan Network unmanaged Switch | 1 | | |
| | OFC(100 meters) including both end termination points | 1 | | |
| | Cat6 cable (Box of 305 mts) | 1 | | |
| | I/O Box (Single) | 1 | | |
| | Others | Bidders to specify | | |
| | | | | |
| Total : | | | | |

The quoted solution must include all other active and passive components which are required for making the solution operational (Patch cord, patch panels etc...)

The necessary , operating system, database and any other required Licenses for GIS SOLUTION etc would be provisioned by SI on its own and cost of the same would be built-in the solution proposed.

Format 8: A6- O&M Support for 3 years from the date of FAT (Final Acceptance Test)

| S. No. | Operational Support | Year | | |
|---|---|---------------|--------|-------|
| | | First 3 Years | Fourth | Fifth |
| 1. | Operations and Maintenance cost for remote helpdesk support | | | |
| 2. | Cost for Hardware support | | | |
| 3. | Support Cost for Software and Licenses (Upgrades, troubleshooting, patches, Antivirus Solution and upgrade training) etc. | | | |
| Service Tax | | | | |
| Sub-Total | | | | |
| Total O&M Support cost for three years: | | | | |
| The Bidder are requested to take into account the Scope of Work and SLA while quoting for Support and Subscription | | | | |

A7. Training:

| Sl no. | Trainings | Quantity |
|--------|--|--|
| 1 | Additional Training other than initial and upgrade training. | Bidders to propose methodology and unit rate for Training. |

Note:

This Operational Support per year shall be for all the components / items / infrastructure under this RFP / Contract including the Support personnel deployed during the implementation for the project and during O&M Phase which includes software/ patch up-gradation and other activities specified in the scope of work. This cost shall also include the implementation, integration requirement for making the Centralized GIS LAB Infrastructure of MITS operational.

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 < 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 < State> and that the said documents are to be used only for the purpose intended by < 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 < 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 < 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 < 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 < 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 < State> under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of < 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,

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, Testing Training and Support of GIS Infrastructure In the State

.

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 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 MITS. 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 MITS). 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 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. It should be included by the Bidder in Pre-Qualification Criteria.

Annexure – IV: 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>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>Ran 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>SI</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 Languag</i> |

