

RFP Volume 1

For Appointment of an Agency for Design, Site Preparation, Supply, Installation, Configuration, Operations and Maintenance of physical and IT infrastructure for

MEGHALAYA STATE DATA CENTRE

**At
Shillong**

(Commercial & Legal Specification)



Meghalaya Information Technology Society

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

NIC Building, Secretariat Hill, Shillong 793 001

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SECTION – I

Invitation for Bids

1. Section I - Invitation to Bidders / Important dates

The National e-Governance Plan (NeGP) approved by the Government of India includes many high impact e-Governance initiatives that have been identified as Mission Mode Projects (MMP's). One such MMP focuses on development and Implementation State Data Centre (herein after referred to as SDC). The SDC with its robust infrastructure is envisioned as the shared, reliable and secure services centre for hosting and managing the e-Governance Applications of the State and its constituent departments' and enable the Government to deliver the services quickly and effectively to its stakeholders.

The invitation to the bid is for "Design, Site Preparation, Supply, Installation, Commissioning, and Maintenance & Operations of the Meghalaya State Data Centre for a period of five years from the date of acceptance". Submission of bids shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the bidders

1.1. Issuer

Meghalaya Information Technology Society (MITS - herein after referred to as Client) a society under Information Technology Department, Govt. of Meghalaya, invites proposals from leading firms in the IT industry for "Design, Site Preparation, Supply, Installation, Commissioning of Meghalaya - SDC and subsequently carrying out maintenance and operations of the Meghalaya State Data Centre for a period of five years from the date of acceptance". The scope of work and requirement of the Client for this project are specified in Volume I of this RFP. Volume II furnish the details of functional and technical requirement for the project.

1.2. Contact Person

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

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1.3. About the RFP Document

The Request for Proposal (RFP) document for Meghalaya SDC project consist two volumes viz.

RFP Volume I – Commercial Terms & Bid Process

- Section I – Invitation for Bids
- Section II – Eligibility Criteria
- Section III – Project Profile
- Section IV – Scope of Work
- Section V – Service Level Agreement
- Section VI – Instruction to Bidders
- Section VII – General Conditions of the Contract
- Section VIII – Format for Response to Tender – Pre Qualification Bid
- Section IX – Format for Response to Tender – Technical Bid
- Annexure

RFP Volume II – Functional & Technical Specifications

- Section I – Introduction
- Section II – Technical Requirements
- Section III – Bill of Material

1.4. Key Events & Dates

Event	Target Date
Sale of tender	10th March'09 to 31st March'09
Cost of RFP Document	Rs. 10,000/- (Rupees Ten Thousand Only).
Bid Security (EMD)	Rs. 40,00,000/- (Rupees Forty Lakhs only) in the form of DD or BG
Last date to send in requests for clarifications on the tender	10th April'09 up to 3:00 PM
Date and Time for Pre- Bid Conference	20th April'09 at 11:00 AM
Last date for submission of bids	15th May'09 up to 3:00 PM
Opening of Pre qualification bids	15th May'09 at 3:30 PM

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Opening of technical bids	As notified by the client after opening of pre qualification bids.
Presentation on technical bid by short-listed bidders, if required	As notified by the client after opening of technical bids.
Opening of commercial bids	As notified by the client after opening of technical bids.
Place of Sale / Submission / Opening of Bids and Pre Bid Meeting	Meghalaya Information Technology Society (MITS) C/o Information Technology Department, Ground Floor, N.I.C. Building, Secretariat Hill Road, Shillong – 793001, Meghalaya

Note: This Tender Document is not transferable.

1.5. Procurement of RFP Document

The RFP document can be downloaded from the website www.meghdit.nic.in. Interested bidders may obtain complete set of RFP document (only soft copy version of the document will be provided to the bidders) from the office of the Client address mentioned in section 1.4, volume 1, of this RFP during the office hours on all working days from 10th March'09 to 31st March'09 on submission of an application with payment of the non refundable fee of Rs. 10,000/- (Rupees Ten Thousand Only). This fee shall be paid in form of a demand draft of any nationalized bank located in India, payable at Shillong, drawn in favour of "Meghalaya Information Technology Society – SDC". Please refer Section 1.6, 1.7 and 6.1.3 for interrelated information.

1.6. Pre Bid Conference

The Client shall organize a Pre Bid Conference on the scheduled date and time in the Conference Hall, N.I.C. The Client may incorporate any changes in the RFP based on acceptable suggestions received during the interactive Pre Bid Conference. The decision of the Client regarding acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances. The prospective bidders shall submit their questions in writing to reach client on or before

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10th April, 2009 up to 3 PM. It may not be possible at the Pre Bid Conference to answer questions which are received late. The responses will be conveyed to all the prospective bidders (by way of hosting amendments/ clarifications on the website i.e. at www.meghdit.nic.in) in accordance with the respective clauses of the RFP within 4 working days of completion of the Pre Bid Conference and no participant would be intimated individually about the response of the client.

Furthermore, only those prospective Bidders (System Integrators or OEMs) queries shall be suitably responded during Pre-Bid Conference who will submit their bid queries before or on 10th April, 2009 up to 3 PM. More ever bidder has to submit the tender fee i.e. 10,000 in form of a demand draft of any nationalized bank located in India, payable at Shillong, drawn in favour of “Meghalaya Information Technology Society – SDC” before pre bid conference. Maximum 2 (two) representative from the prospective bidder will be allowed to participate in the pre-bid conference after showing the receipt of the tender fee.

1.7. Amendment of RFP Document

At any time till **5 days** before the deadline for submission of bids, the Client 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 in the website of www.meghdit.nic.in. All prospective participants who have paid the fee of Rs 10,000/- shall be intimated of the amendment in writing by e-mail or fax however the client would not be responsible if the bidders do not get the individual intimates of such amendments. All such amendments shall be binding on bidders. The bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. The Client reserves the rights to amend the dates mentioned in clause 1.4 of this volume for bid process.

1.8. Venue and Deadline for submission of proposal

Proposals for Meghalaya SDC Project must be received at the address specified below not later than dates specified in Section 1.4 of this volume

Member Secretary

Meghalaya Information Technology Society (MITS)

Information Technology Department, Government of Meghalaya

Ground Floor, N.I.C. Building,

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Secretariat Hill Road,
Shillong – 793001, Meghalaya

Any proposal received to the Client after the deadline for submission of proposals mentioned in Section 1.4 above will be summarily rejected and returned unopened to the Bidder. Client shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on this matter will be entertained.

SECTION – II

Eligibility Criteria

2. Section II - 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 tender documents. 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 Data Centre and support services sought by the Meghalaya Information Technology Society (MITS), for the entire period of the contract. 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:

S. No	Clause	Document Required
1.	<p>The Bid can be submitted by an individual or a consortium.</p> <p>In case of consortium applicant, consortia shall submit a valid Memorandum of Understanding (MOU)/agreement.</p>	<p>“Consortium” shall mean more than one company which joins with other companies of complementing skills to undertake the scope of work defined in this RFP.</p> <p>Memorandum of Understanding (MOU)/agreement among the members signed by the Authorized Signatories of the companies dated prior to the submission of the bid to be submitted in original.</p> <p>The MoU /agreement shall clearly specify the prime bidder, stake of each member and outline the roles and responsibilities of each member.</p>
2.	The bidder (prime) should be an company registered under the Companies Act, 1956 since last 3(three) years	Certificate of incorporation
3.	The bidder (prime) should be an	Work Orders confirming year and

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	established Information Technology company/ IT System Integrator and should have been in this business for a period exceeding three years as on 31.03.2008	Area of activity. Memorandum and Articles of Associations should be attached.
4.	The bidder (prime) should have ISO 9001: 2000 Certificate.	Valid ISO 9001:2000 certificate
5 .	<p>The bidder (prime) should have commissioned and installed at least one Data Center project that meets all the following requirements during the last three (3) years as on 31.03.08 :</p> <p>a. An order value (including IT and Non-IT but excluding basic building structure cost) of not less than Rs 5 crores.</p> <p>b. Valid BS 7799 / ISO 27001 certification.</p> <p>Note:</p> <ul style="list-style-type: none"> • Bidder's in house data centers shall not be considered. • Bidders who have built their own Internet Data Centre (IDC), for commercial use will be considered. 	<p>a) Copy of work order / client certificates. For IDC bidder, certificate from Company Secretary confirming the order value/cost.</p> <p>b) Valid certification</p> <p>(IDC bidder shall also submit customer work orders)</p>
6.	<p>The bidder should have experience in providing Facility management services to at least one data center, for the last three years i.e. 2005-2006,2006- 2007 & 2007-08</p> <p>Note:</p> <ul style="list-style-type: none"> • Bidder's in house data centers shall not be considered. 	Copy of work order/ Client Certificates.

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	<ul style="list-style-type: none"> • Bidders who have built their own Internet Data Centre (IDC), for commercial use will be considered. 	
7.	The bidder (prime/Consortium partner) should have a CMMI level 5 Certificate.	Valid CMMI Level - 5 certificates needs to be attached.
8.	The bidder (prime) should have positive net worth and turnover of more than Rs. 100 crores for each of the last three Financial Years ending on 31.03.2008	Chartered Accountant certificate for Net-worth Copy of the audited profit & loss account of the company showing turnover of the company for the last three years (upto 31- Mar-08).
9.	<p>a) The bidder (prime) must have on its roll at least 100 technically qualified professionals in the area of networking, systems integration & prior experience in providing the Data Center Infrastructure maintenance services as on 31.03.2008.</p> <p>b) At least five resources should be ITIL certified and five resources should be BS7799/ISO 27001 lead Auditor or Lead Implementer certified.</p>	<p>a) Certificate from bidders HR Department for number of technically qualified professionals employed by the company.</p> <p>b) Name of the employees along with certified copies of the certifications done, which are ITIL / BS7799/ISO 27001 Lead Auditor or Lead Implementer certified to be provided.</p>
10.	The bidder (prime) should furnish, as part of its bid, an Earnest Money Deposit (EMD) of Rs. 40,00,000/- (Rupees Forty Lakhs only)	The EMD should be demonstrated in the Indian rupees and should be in the form of Demand Draft or BG
11.	The bidder (prime) & all consortium partners shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.	Declaration in this regard by the authorized signatory of the prime bidder should be attached.

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12.	<p>The bidder (prime) should submit valid letter from the OEMs confirming following:</p> <p>a. Authorization for bidder</p> <p>b. Confirm that the products quoted are not end of life products</p> <p>c. Undertake that the support including spares, patches for the quoted products shall be available for next 6 years</p>	<p>OEMs include:</p> <ul style="list-style-type: none">• Compute Infrastructure• Networking Infrastructure• Storage Infrastructure• UPS• HVAC• Generator• Fire detection &Suppression• Surveillance
13.	<p>The selected bidder (prime) should have an office in the state. However, if the local presence is not there in the state, the selected bidder (prime) should give an undertaking for establishment of an office, within two months of award of the contract.</p>	<p>Relevant Documents or Undertaking signed by the Authorized Signatory.</p>

SECTION – III

Project Profile

3. Section III - Project Profile

3.1 SDC Overview

The National e-Governance Program (NeGP), approved by the Government of India, aims to significantly transform and improve the way the Government provides services to its citizens. It is envisaged to move from a government-centric to a citizen-centric paradigm in service provisioning; to start treating citizens as government customers; and to empower them to demand convenient, cost effective and transparent services from the government.

NeGP comprises of several projects spread across a number of sectors which are to be implemented either by the line ministries/departments at the central government or by state governments, as well as integrated projects spanning across multiple ministries/departments/agencies. To support implementation of the Mission Mode Projects under NeGP and also to ensure adherence to common principles and policies towards realization of the vision, NeGP has identified 3 core components, core infrastructure projects, including:

- State Wide Area Network (SWAN)
- Common Service Centre (CSC)
- State Data Centre (SDC)

SDC is envisioned as the '*Shared, reliable and secure infrastructure services centre for hosting and managing the e-Governance Applications of State and its constituent departments*'. SDC is envisaged to establish a robust infrastructure to enable the Government to deliver the services quickly and effectively to its stakeholders. The proposed State Data Centre, connected to the State Wide Area Network (SWAN), shall provide the access to the e-Governance applications & Services to Government employees through Intranet and to the citizens through public Internet / CSCs etc. Through such a Shared Service Centre implemented and managed by a competent Implementation Agency, the individual departments can focus more on the service delivery rather than on the issues surrounding the Infrastructure.

The proposed SDCs shall facilitate consolidation of services, applications and infrastructure. State Data Centre would provide many functionalities and some of the key functionalities are Central data repository, Secure Data Storage, Online Delivery of Services, Citizen Information/Services Portal, State Intranet Portal, Disaster Recovery, Remote Management and Service Integration.

The State Data Centre will be a key-supporting element of e-Government Initiatives & businesses for delivering services to the citizens with greater reliability, availability and serviceability. SDC will provide better operations & management control and minimize overall cost of Data Management, IT Management, Deployment and other costs.

State Data Centre will act as a mediator and convergence point between open unsecured public domain and sensitive government environment. It will enable various State departments to host their services/applications on a common infrastructure leading to ease of integration and efficient management, ensuring that computing resources and the support connectivity infrastructure (SWAN/NICNET) is adequately and optimally used. The SDC will be equipped to host / co-locate systems (e.g. Web Servers, Application Servers, Database Servers, SAN, and NAS etc.) to host applications at the SDC to use the centralized computing power. The centralized computers/Servers will be used to host multiple applications. SDC will have high availability, centralized authenticating system to authenticate the users to access their respective systems depending on the authentication matrix.

3.2 State Specific Information

a. Objectives

Following summarizes the broad project objectives of this project required by the Government of Meghalaya:

- Design and Site Preparation of the Meghalaya State Data Centre in terms of the civil, electrical and mechanical work and all other necessary components required to build the Data Centre in line with the SDC Guidelines.
- Supply, installation and setting up of the necessary basic Infrastructure (State of the Art UPS and Air-Conditioning System, Fire Detection and Control System, Diesel Generator Units, Lighting system, Power and Network Cabling etc.).
- Supply, installation and setting up of the multi-layer Physical Security infrastructure such as but not limited to bio-metric/Smart card etc. based access-control system, CCTV/ surveillance systems.
- Establish effective and efficient Infrastructure monitoring & management practices to ensure reliability, availability, quality of services and security of the Information systems
- Help departments to focus on addressing the issues in service delivery & administration

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- Help in freeing them from the problems relating to vendor management, Infrastructure, Security and performance management
- The SDC should be integrated with the proposed SWAN for providing access to the Information Systems hosted in the SDC to all the Stakeholders across the State.

b. Envisaged Outcomes

- Reduced costs of Infrastructure creation, Monitoring, Management for MITS and its constituent Departments
- Enhanced reliability & security of Information Systems through centralized management of IT Infrastructure adopting the necessary measures and practices
 - Dynamic Scalability
 - Centralized and Simplified Management
 - Improved quality of Data housekeeping
 - Lower risk of data loss
 - Higher availability of system and data - 24x7x365
 - Better management of security & access control
 - Guaranteed Service Levels
- Reduced administrative burden on Govt of Meghalaya & its departments by avoiding necessity of vendor management, addressing the technical issues surrounding the IT Infrastructure on a standalone basis by each department
- Efficient & effective management of Information Security related issues across the Government locations
- Availability of 'IT Infrastructure on Demand' to MITS, Departments and Agencies
- Aggregation of IT Infrastructure (Hardware, Storage, Networking and Software) and Management Resources
- Optimal Utilization by sharing of IT Infrastructure Resources to meet individual peak loads
- Standardization of Systems
 - Improved Scalability
 - Faster Implementation cycle times
- Stable and Predictable Physical and Technical Environment

c. Application Details

- Inventory of current applications and associated IT infrastructure.

S. No.	Name of Department	Name of Application	Key Functionalities	Centralized/ Decentralized	Reach / End Users	Application Platform
1.	Treasury	Treasury NET	Submission of Bills, Dept. Cheques and pension bills	Centralized	14 Treasury Off / 250 Users	PHP/DB2 over Linux
2.	Treasury	Treasury Compilation Software	Backend Computerization Of Treasury	Decentralized, Database shared with Treasury NET	14 Treasury Off / 250 Users	VB6.0/MS Access/MS SQL over Win 2003
3.	Transport	VAHAN	Vehicle Registration, Fitness, Fee & Tax, Permit	Decentralized	7 Dist/ 60 Users	JAVA / Oracle over Linux
4.	Transport	SARATHI	Driving License	Decentralized	1 Dist / 3 Users	VB6 / Oracle over Win 2003
5.	Election	Electoral Rolls	Online Election Results, Search Engine for finding the name of	Application is decentralized, Database is Centralized	7 Dist & 8 Sub Division/ 130 Users	VB6 / Oracle over Win 2003

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S. No.	Name of Department	Name of Application	Key Functionalities	Centralized/ Decentralized	Reach / End Users	Application Platform
			electoral, Hosting the voters database info to election Portal			
6.	Finance	Budget Information System	Information related to previous and current budget	Application is decentralized, Database is Centralized	1 Office / 20 Users	VB6/MS SQL over Win 2003
7.	Finance	Budget LOA/LOC System	Allotment of Funds	Application is decentralized, Database is Centralized	1 Office / 20 Users	ASP/.NET/MS SQL over Win 2003
8.	Commercial Tax	VAT	Computerization of the Taxation Department	Centralized	8 Location / 100 Users	Oracle Forms/Oracle 10g over Sun Solaris
9.	City Civil Court Project	Court Management Information System (CMIS)	For Online Filling the case and entering case details	Decentralized (Dept. Specific)	6 Court Room/ 20 users	Oracle forms/Oracle over Linux

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S. No.	Name of Department	Name of Application	Key Functionalities	Centralized/ Decentralized	Reach / End Users	Application Platform
10.	Agriculture	Agriculture Portal	For horticultural market Information	Centralized	65 Offices / 50 users	ASP/MS SQL over Win 2003
11.	Library	E-Granthalaya	Issuing of Books, Members Query	Catalogue of Books and members Query modules are centralized but issuing of books modules is Centralized	8 offices	VB/ASP/MS SQL 2005 over Win 2003
12.	Police	CIPA (Common Integrated Police Administration)	NA	Decentralized	6 Station + 1 CID Centre	JAVA/PostgreSQL over Linux
13.	Public Health Engineering	PHE	NA	Centralized	65 Offices / 350 Users	C#MS SQL over Win 2003

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S. No.	Name of Department	Name of Application	Key Functionalities	Centralized/ Decentralized	Reach / End Users	Application Platform
14.	Municipality	Shillong Municipal Board	Birth and Death module and Water works Module	Decentralized (Only in one department in Shillong)	1 Office/ 60 users	PHP/MS SQL over Win 2003
15.	Ration Card	Ration Card Application		Decentralized	7 Dist/ 14 users	VB/MS SQL over Win 2003
16.	Hospitalization	Hospital Management Information System	Hospital Records	Decentralized	1 Hospital / 20 Users	VB/.NET/MS SQL over Win2003
17.	Food & Supply	CONFONET		Decentralized	7 Dist.	JAVA/DB2 over Linux
18.	Food & Supply	Antyoday Anna Yojana	WEB Based	Decentralized	7 Dist / 35 Users	ASP/MS SQL over Win2003
19.	Education	MBOSE	Results, leaving Certificates	Centralized	8 Offices	ASP/ MS SQL over Win2003
20.	Public Service Commission	MPSC	Examination Process	Decentralized	1 Office / 20 users	Java/Oracle Win 2003
21.	C&RD	Below Poverty Line	Poverty Survey	Decentralized	39 BDO / 80 users	ASP/MS SQL over Win 2003

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S. No.	Name of Department	Name of Application	Key Functionalities	Centralized/ Decentralized	Reach / End Users	Application Platform
22.	Self Help Group	SHG Survey	NA	Decentralized	7 Dist. / 15 users	ASP/MS SQL over Win 2003
23.	C&RD	NREGA	Web Application	Centralized in Delhi	NA	NA
24.	Economics	Employee Census	NA	Data Entry is going on in NIC	1 Office	VB/MS SQL over Win 2003

.P.S.:- Selected bidder / DCO has to host minimum one State Level Application at the MSDC for the FAT purpose. Client has decided to host application of Commercial Taxes Department i.e. VAT for the FAT.

- **List of Department identified for MSDC Project**

S.No	Department	Application
1	Treasury	Treasury NET & Treasury Compilation Software
2	Transport	VAHAN & SARATHI
3	Election	Electoral Rolls, Randomization of Polling Personnel
4	Finance	Budget Information System
		Budget LOA/LOC System
		Budget Excess Monitoring System
		Monitoring of Contingency Funds
		Supplementary Demand
5	Commercial Tax	VAT
6	City Civil Court Project	Court Management Information System(CMIS)
7	Agriculture	Agriculture Portal
8	Library	E-Granthalaya
9	Police	CIPA (Common Integrated Police Administration)
10	Public Health Engineering	PHE (Scheme & Programme and Finance & Works Accounting modules)
11	Municipality	Shillong Municipal Board
12	Ration Card	Ration Card Application
13	Hospitalization	Hospital Management Information System
14	Food & Supply	CONFONET
15	Payroll	Payroll & Personal Management System
16	Education	MBOSE
17	Food & Supply	AAY
18	Public Service Commission	MPSC
19	C&RD	Below Poverty Line (BPL)

S.No	Department	Application
24	C&RD (Web Application)	NREGA (National Rural Employment Guaranty Act.)
25	Web Application	Govt. of Meghalaya Employee Census
26	Self Help Group	SHE Survey

- **Future road map for rollout of new applications:**

S.No	Application
1	DISNIC
2	Unique ID
3	AGRISNET
4	Energy Billing
5	Plasma
6	PHE : List of Modules (Contractor and Supplier, Material and Stores Equipment, Mechanical Division, Personal and Payroll Water Source Management, Infrastructure, Water Quality Billing and Collection, Complaint Monitoring, Habitation Survey Role Management)
7	Shillong Municipal Board: Complaint Monitoring, Project Estimation, Accounts, Scheme, Establishment
8	Irrigation Census
9	Agriculture Census
10	Land Records
11	Registration of Land
12	Employment Exchange
13	E- Marketing
14	Live Stock Census

SECTION – IV

Scope of Work

4. Section IV – Scope of Work

The selected bidder shall build, operate, and maintain the SDC for a period of 5 years from the date of successful completion of Final Acceptance Test (FAT). The minimum specified work to be undertaken by the bidder for setting up and operating SDC has been categorized in phases:

- Phase 1: Design, Supply, Installation, and Commissioning Phase
- Phase 2: Operation and Maintenance phase

The overall project duration & timelines are being mentioned in Section 4.5 & 4.4.

4.1 Design, Supply, Installation, and Commissioning Phase

The broad scope of work of the Selected Bidder (as DCO) during this phase will include the following, but is not limited to:

- Design of the Data Centre
 - Physical Infrastructure comprising of Civil, Electrical & Mechanical works required to build Meghalaya State Data Centre. This shall also include site preparation to make it suitable for setting up a Tier II Data Centre, as far as possible
 - Multi-layer physical security infrastructure to prevent unauthorized access to the Data Centre
 - Networking & Security Infrastructure and other associated IT Components in the Data Centre
 - Help desk and other monitoring and management services.
- Supply/ Installation
 - All active and passive components.
 - Physical infrastructure components such as UPS and Air-Conditioning System, Fire Detection and Control System, Diesel Generator Units, Lighting system, Power, CCTV Surveillance systems, and Network Cabling etc.
 - IT Infrastructure components such as Servers, Databases, Networking & Security components, Storage media, Software and other IT components required at the Data Centre.

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- Commissioning & Acceptance Testing shall involve the completion of the Data Centre site preparation, supply and installation of the required components and making the Data Centre available to MITS for carrying out live Operations and getting the acceptance of the same from the MITS (Meghalaya Information Technology Society).

- All applications hosted in the SDC will be under the management of Application Owner but the Data Center Operator will monitor all the applications.

- Application migration would be responsibility of the user department however DCO would facilitate the department to migrate the application. For details please refer Section 4.1.4.2

- Acceptance testing shall be carried out before the commencement of Live Operations. The Data Centre would be tested for the following parameters:
 - Electrical Requirements
 - Cooling & Environmental Control
 - Fire Detection, Prevention & Suppression requirements
 - Surveillance & Physical Security
 - LAN Passive Components
 - IT Security
 - Successful hosting/ collocation of at least one departmental Application

- Training of personnel refer clause 4.1.5 of this section

- All documentation generated during design, installation and commissioning phase shall always be made available to the MITS on request.

The SDC is being planned at:

N.I.C. Building,
2nd Floor, Secretariat, Hill Road,
Shillong – 793001, Meghalaya.

Detailed scope of work for each of the above-mentioned components is given below

4.1.1 Design

The selected bidder shall design the Data Centre in line with minimum requirements as laid out in TIA 942 specifications for Tier II Data center wherever possible. The design should ensure an uptime of **99.749%** on a quarterly basis.

Some of the key considerations for designing the SDC are given below:

a. Scalability

All components of the data centre must support scalability to provide continuous growth to meet the requirements and demand of various departments. A scalable system is one that can handle increasing numbers of requests without adversely affecting the response time and throughput of the system. The Data Centre should support both vertical (the growth of computational power within one operating environment) and horizontal scalability (leveraging multiple systems to work together on a common problem in parallel). Modular design of the Data Centre is an excellent strategy to address growth without major disruptions. A scalable SDC shall easily be expanded or upgraded on demand. Scalability is important because new computing component is constantly being deployed, either to replace legacy component or to support new missions. Mention that IT Infrastructure is scalable.

Rack:

Initially: 15

Storage:

Initially – 10 TB

Tape Library: it would be increment 20% per year of the respective storage

These are the initial requirement of the State, Space is available for the Rack Scalability, and Storage and Tape library should be scalable enough to cater the five year need of the MSDC. In future if any new additional H/W in terms of (IT/ Non IT components) is added in the SDC, O&M charges will be 1.5 % per Qtr of respective H/W CAPEX

b. Availability

All the components provided by the bidder need adequate redundancy to ensure availability of State Data Centre services as per service level requirement. Designing for availability assumes that systems will fail, and therefore the systems are configured to mask and recover from component or server failures with minimum application outage. The DCO shall make the provision for high availability for all the services of the data centre.

c. Interoperability

The ability of systems, units, or forces to provide services to and accept services from other systems, units or forces and to use the services exchanged to enable them to operate effectively together. The entire system/subsystem should be interoperable, in order to support information flow and integration. Operating systems and storage technologies from several vendors must interact well with each other. These systems should support the open architecture solutions such as XML, LDAP, SOAP, etc. where information/data can be ported to any system, whenever desired.

d. Security

The SDC must provide an end-to-end security blanket to protect applications, services, data and the infrastructure from malicious attacks or theft from external (through internet) and internal (through intranet) hackers. Using Firewalls and Intrusion detection systems such attacks and theft should be controlled and well supported (and implemented) with the security policy. The virus and worms attacks should be well defended with Gateway level Anti-virus system, along with workstation level Anti-virus mechanism. SDC should also endeavor to make use of the SSL/VPN technologies to have secured communication between Applications and its end users. Furthermore, all the system logs should be properly stored & archived for future analysis and forensics whenever desired.

The SDC layout should be divided into domains such as:

- Inside Zone –is the secure zone which has a restricted access. This zone mainly consists of storage and database servers which are not directly accessible to the outside zone. The inside zone is separated using strong access control and a firewall, which provides an additional level of security to the infrastructure.
- Outside Zone – includes the intranet and internet zones. The intranet users and internet users connect to the SDC to avail various active services. The outside zone is bifurcated by placing a firewall which strengthens the security of the servers by restricting unauthorized access.
- De-militarized Zone – (DMZ) would be a "neutral zone" between SDC's internal network and the outside extranet network. It would prevent extranet users from getting direct access to the servers. In other words, this is a small network that lies between a trusted internal network (SDC LAN), and an un-trusted external network (such as the public Internet). Mostly the DMZ contains devices accessible to Internet traffic, such as Web, FTP, SMTP and DNS servers.

e. Manageability

The Meghalaya SDC must be designed in an efficient way to ensure an easy maintenance. It must facilitate ease of configuration, ongoing health monitoring, and failure detection that are vital to the goals of scalability, availability, and security. The design must be able to match the growth of the environment of the Data center.

f. Integration of SDC with SWAN

Another most important aspect which should be taken care while designing the Meghalaya SDC is about seamless integration with SWAN (SHQ). Provisioning of connectivity between the SDC and SWAN shall be the responsibility of the DCO. MSDC switch would be connected to Meghalaya SWAN Core Switch through gigabit connectivity using OFC /CAT 6 in redundant mode. Bidders/DCO should evaluate the pros and cons of possible connectivity during due diligence period and provide the best solution in their bid document for the same. The distance between SDC and SWAN SHQ is 100 meter approx.

g. Internet bandwidth at SDC

Selected bidder / DCO shall be responsible for provisioning of internet bandwidth at Meghalaya SDC. It is proposed to have 2 Mbps connectivity upgradeable to 8 mbps in redundant mode (aggregate bandwidth 4 mbps) at Meghalaya SDC from 2 different service providers using separate last mile link. However, the Client would be reimbursing the cost of the bandwidth on actual to DCO. (this will not be part of QGR). Furthermore, DCO shall be responsible for provisioning of bandwidth at MSDC, ensure availability, need to co-ordinate & liaison with ISP for internet links.

h. Storage

Last but not the least, an assessment of the storage requirement for the entire SDC environment should also be taken into consideration. This would be based on the number of applications, their database structure, users and transactions volume. DCO should design the storage solution (SAN / NAS) keeping in mind the relevant requirement and its usage in line with SDC objective. The storage system should be scalable enough to handle future requirements. The DCO should also adopt detailed System and Data back-up processes and methodologies, using industry standard tools to provide long term storage and archival solution.

4.1.2 Site Preparation

Meghalaya Information Technology Society (MITS) shall provide the necessary minimum constructed space for locating the SDC. Selected bidder shall arrange for necessary clearances which shall enable them to undertake civil, electrical, and mechanical works including false ceiling, partitioning, installation of electrical component, cable laying etc at the SDC site. As Meghalaya State falls in Seismic Zone – 5, the site preparation work will also include the site strengthening work for load bearing capacity of server farm area and UPS area of MSDC.

4.1.3 Supply/ Installation

The Selected bidder shall procure and supply all IT (active and passive) and Non-IT components. The selected bidder would be required to undertake all the necessary civil, electrical, plumbing and mechanical works including false ceiling/flooring, partitioning, installation of electrical component, cable laying etc and other necessary services to create the Non- IT/Physical infrastructure.

Installation shall mean to install and configure / integrate every component and subsystem component, required for functioning of the Data center.

4.1.4 Testing and Commissioning

Commissioning shall involve the completion of the Data Centre site preparation, supply and installation of the required components and making the Data Centre available to MITS for carrying out live Operations and getting the acceptance of the same from the MITS. Testing and Commissioning shall be carried out before the commencement of Operations. It should be noted that Successfully bidder / DCO has to arrange all the necessary equipments / tools / other resources / manpower / power etc, which are required for carrying out such testing of the MSDC. Cost of such shall be borne by the DCO itself.

4.1.4.1 Final Acceptance Testing:

The final acceptance shall cover 100% of the Meghalaya State Date Centre, after successful testing by the Client or its third party monitoring agency; a Final Acceptance Test Certificate (FAT) shall be issued by the Client to the DCO. The date on which Final FAT certificate is issued shall be deemed to be the date of successful commissioning of the SDC.

Prerequisite for Carrying out FAT activity

- a. Detailed test plan shall be defined by the Client. This shall be submitted by DCO before FAT activity to be carried out.
- b. All documentation related to SDC and relevant acceptance test document (including IT Components, Non IT Components etc.) should be completed & submitted before the final acceptance test to the client.
- c. The training requirements as mentioned should be completed before the final acceptance test.
- d. Successful hosting of at least one departmental application. It is proposed to host VAT application in the SDC for the FAT purpose. For details please refer next section.
- e. For both IT & Non-IT equipment's / software manuals / brochures / Data Sheets / CD / DVD / media for all the SDC supplied components.

The FAT shall include the following:

- All hardware and software items must be installed at particular site as per the specification.
- Availability of all the defined services shall be verified. The DCO shall be required to demonstrate all the features / facilities / functionalities as mentioned in the RFP.
- The DCO will arrange the test equipment required for performance verification. Successful bidder will also provide documented test results.
- The DCO shall be responsible for the security audit of the network to be carried out by a certified agency other than the successful bidder.

4.1.4.2 Application Hosting at MSDC

- **Different models for Application Hosting**

For MSDC it has been envisaged to have different service offerings from the selected bidder i.e. DCO. The majority of the services required from DCO would be dedicated as well co-located model. However DCO has to facilitate the other required services in all the models such as

- Storage & backup
- Security
- Networking
- Monitoring
- Power, cooling & other basic infrastructure requirement etc.

Definition of Models:

- Dedicated Services: In this model, state departments will host their application on the MSDC servers purchased under MSDC project.
- Co located: In this model, State department will transfer the entire application infrastructure at MSDC

Application for FAT

- Successful hosting of at least one departmental application initially required FAT purpose. The Client has identified the Commercial Tax Department application, known as VAT, for Meghalaya State Data Centre FAT. DCO will be responsible for facilitating the required infrastructure for VAT at MSDC. DCO will require to co-ordinate with application owner / Client and get the necessary infrastructure for hosting the application.
- The details of VAT are as:
 - Framework - Oracle forms
 - Back End - Oracle 10G

All necessary IT infrastructure and hardware would be provided by the application owner and the bidder has to provide the required storage capacity for the application and the physical infrastructure required for the IT infrastructure.

Subsequent Applications

- The Client issues once the FAT to DCO and MSDC Project gets into the Operations Phase, it would be required to host various departmental applications including the list given in this RFP. DCO has to provide the required support in terms of hosting the application at MSDC.
- DCO would also be required to continuously monitor the departmental applications in terms of availability and performance.
- Monitor components, including but not limited to, Application servers, Web Servers, Middleware and other application servers on an ongoing basis to ensure smooth functioning of the applications so that services can be offered to the citizens as well as state government employees.
- Prior to hosting such departmental applications, DCO needs to ensure that all such applications systems & infrastructure meets the basic standards. This would be also required for compliance purposes such as ISO 27001, ISO 20000, or as per Client or departmental requirements.

Any delay by the implementation agency in the Partial/ Final Acceptance Testing shall render the Bidder liable to the imposition of appropriate Penalties. In the event the Implementation Agency is not able to complete the installation due to non availability of

bandwidth from the bandwidth service providers, the Implementation agency and Client may mutually agree to redefine the Network so the Bidder can complete installation and conduct the Partial Acceptance Test/ Final Acceptance Test within the specified time.

4.1.5 Training

The selected bidder shall conduct training for Client & Government officials or its designated officers after installation and commissioning has been completed. Training will be provided for a batch of 15 people for 25 days at the Meghalaya SDC premise; the state government at the agreement time would decide the detailed scope of the training program. All the training material will be provided by the DCO. The training shall cover both IT and Non-IT components involved in the build-up of SDC. However the training should include:

- Overview of all IT and Non – IT components installed in the Data Centre
- Overview of ISMS and ITSM policies
- Overview of Security Policy of MSDC
- SLA Monitoring
- Do's and Don't check list
- Details of Meghalaya SDC

4.1.6 Documentation

Provide documentation, which follows the ITIL/ISO20000 (Information Technology Infrastructure Library / ITSM) standards. This documentation should be submitted as the project undergoes various stages of implementation.

Indicative list of documents include:

- **Project Commencement:** Project Plan in MS Project giving out micro level activities with milestones & deadlines
- **Delivery of Material:** Original Manuals from OEMs.
- **Training:** Training Material will be provided which will include the presentations used for trainings and also the required relevant documents for the topics being covered.
- **Process documentation:** The bidder shall be responsible for preparing process documentation related to the operation and maintenance of each and every component of the SDC. Meghalaya State Govt. shall formally sign off the prepared process document before completion of final acceptance test.

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- The selected bidder shall document all the installation and commissioning procedures and provide the same to the Meghalaya Information Technology Society within one week of the commissioning of SDC.
- The Selected bidder shall submit a complete set of Floor Layout Drawings, BMS components, Single Line diagram, a complete cabling system layout (as installed), including cable routing, telecommunication closets and telecommunication outlet/ connector designations. The layout shall detail locations of all components and indicate all wiring pathways.
- The selected bidder shall provide IPS etc manuals for configuring of switches, routers, firewall.
- The selected bidder shall be responsible for documenting configuration of all devices and keeping back up of all configuration files, so as to enable quick recovery in case of failure of devices.

4.2 Operations and Maintenance

The selected bidder will provide 24x7 operating and maintaining services for a period of 5 years from the date of final acceptance test. The scope of the services for overall Physical and IT infrastructure management as per ITIL framework during this period shall include 365x24x7 Monitoring, Maintenance and Management of the entire Data Centre, along with providing Helpdesk services. The scope of work during the operations phase is divided into seven areas which are tabled below:

- System Administration, Maintenance & Management Services
- Application Monitoring Services
- Network Management Services
- Backend Services (Mail, messaging etc.)
- Storage Administration & Management Services
- Security Administration Services
- Backup & Restore Services
- Physical Infrastructure Management and Maintenance Services
- Help Desk Services
- BMS Services

Services for ISO 27001 and ISO 20000 compliance

Coordination with respective department for application Hosting

Facilitate required support infrastructure for hosted application

Bandwidth Management Services

- **MIS Reports:** The bidder shall provide the MIS reports for all the devices installed in the Data Centre in a prescribed format and media as mutually agreed with the MITS on a monthly basis. Whenever required by MITS, DCO should be able to provide additional reports in a pre-specified format.

4.2.1 System Administration, Maintenance & Management services

The objective of this service is to support and maintain all the Systems and Servers provided as a part of this RFP, and will include:

- a. 365x24x7 monitoring and management of the servers in the Data Centre.
- b. Regular monitoring of all the applications hosted in MSDC.
- c. Facilitate application migration in coordination with application owners / departments.
- d. Operating System administration, including but not limited to management of users, processes, preventive maintenance and management of servers including updates, upgrades and patches to ensure that the system is properly updated. Bidder should include the Cost for 5 years updates and patches for the components procured under this RFP.
- e. Installation and Re-installation of the server and other hardware in the event of system crash/failures.
- f. Regular analysis of events and logs generated in all the sub-systems including but not limited to servers, operating systems, security devices etc. to identify vulnerabilities. Necessary Action shall be taken by the DCO in accordance with the results of the log analysis. Suitable mechanism has to be maintained for ISMS and forensic logs or other governmental regulations time to time. Bidders are advised to refer the CERT-In guidelines which are already released Data Centre.
- g. Adoption of policies and procedure, compliances, guideline or international standard as defined by the Client.
- h. Provide integration and user support on all supported servers, data storage systems etc.
- i. Troubleshoot problems with web services, mail services, applications software, desktop/server relationship issues and overall aspects of a server environment. Problems shall be logged in at the Help Desk and resolved as per the SLAs defined in this RFP.
- j. Manage and monitor server configuration, performance and activity of all servers.
- k. Document containing configurations of all server, IT infrastructure etc.

- I. Hardening servers in line with security policies.

4.2.2 Network Management

The objective of this service is to ensure continuous operation and upkeep of the LAN & WAN infrastructure at the SDC including all active and passive components. The scope excludes maintenance of WAN links, which shall be the responsibility of SWAN Implementation Agency. However, for overall functioning of the data center, the selected bidder shall be responsible to coordinate with SWAN team for WAN link related issues.

The services to be provided for Network Management include:

- a. Ensuring that the network is available 365x24x7 as per the prescribed SLAs
- b. Attending to and resolving network failures and snags
- c. Support and maintain the overall network infrastructure including but not limited to LAN passive components, routers, switches etc.
- d. Configuration and backup of network devices including documentation of all configurations.
- e. 365x24x7 monitoring of the network to spot the problems immediately.
- f. Provide information on performance of Ethernet segments, including capacity utilization and error statistics for the segment and the top-contributing hosts, WAN links and routers.

4.2.3 Application Monitoring

It should include monitoring of:

- Web Services
- Application Server
- Database Server
- Middleware
- Others

4.2.4 Backend Services

The selected bidder is required to maintain and support all the Backend Services implemented at the Meghalaya State Data Center. The services include:

- Directory Services
- Database Services

○ **Directory Services**

It should include the following services:

- Domain management;
- Group management;
- User management;
- Implementation of policies and standards.

4.2.5 Storage Administration and Management Services

The bidder shall be responsible for the management of the storage solution and shall provide the following services:

- a. Identify key resources in the Storage solution
- b. Identify interconnects between key resources in the Storage solution
- c. Receive asynchronous notification that the configuration of the Storage solution has changed
- d. Identify the health of key resources in the Storage solution
- e. Identify the available performance of interconnects in the Storage solution
- f. Receive asynchronous notification that the performance of the Storage interconnect solution has changed
- g. Identify the zones being enforced in the Storage solution
- h. Create/delete and enable/disable zones in the Storage solution
- i. Identify the storage volumes in the Storage solution
- j. Create/delete/modify storage volumes in the Storage solution
- k. Identify the connectivity and access rights to Storage Volumes in the Storage solution
- l. Create/delete and enable/disable connectivity and access rights to Storage Volumes in the Storage solution
- m. Storage administration – facilitates the states in connecting to the Storage later and gives them access rights as required.

4.2.6 ISO 27001 ISMS Standards

Bidders are required to submit the ISO 27001 (ISMS) implementation cum certification plan as part of their technical proposal. This plan should be comprehensive enough and will include the milestones, description, timelines etc.

DCO have to ensure to establish PDCA model for the ISMS, DCO would be responsible for establishing, operating, monitoring, reviewing, maintaining and improving the Information Security Management System (ISMS) at the MSDC. For the purpose DCO shall implement ISO/IEC 27001 standard and get certification from the certification body such as STQC, BSI, DNV, BVQi, etc. As well as DCO would be also responsible for successfully carrying out surveillance Audit and closer of Non conformities as per requirement of Certification body. However DCO have to take consent of MITS / Client in case of any changes required in policy manual or documentation or in forming of Information security organization or as required.

DC operator (DCO) has to plan and implement data centre as per ISO/IEC 27001 Standard.

- The MSDC operator i.e. DCO should be made responsible to apply, obtain and maintain the ISO 27001 certification for MSDC project duration. The ISO 27001 certification would be obtained by the DCO within the first two Quarters of the Operations phase. In case of default, please refer the penalty section.
- The MSDC operator should be responsible to apply, obtain and maintain the ISO 27001 certification for the contract period and all expenses obtaining the same must be borne by the DCO.

4.2.7 ISO 20000 ITSM Standard

Bidders are required to submit the ISO 20000 (ITSM) implementation cum certification plan as part of their technical proposal. This plan should be comprehensive enough and will include the milestones, description, timelines etc.

ISO/IEC 20000 adoption in a MSDC infrastructure helps in ascertaining that the Services delivered to the Client / SIA / User Departments (of the State / UT) by the DCO are:

- As per the agreed Service levels
- Professionally managed with domain expertise
- Project Risks are well understood and managed

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- DCO shall be responsible to implement ISO/IEC 20000 standard which shall promote the adoption of an integrated process approach to effectively deliver managed services to meet the SDC, Client and User Departments”.

Following methodologies are proposed for ITSM standard.

- PDCA (Plan-Do-Check-Act) methodology shall be adopted to implement ISO 20000 standard to establish the objectives and processes necessary to deliver results in accordance with customer requirements as well as the SDC’s policies and to Implement the processes accordingly. DCO *shall* Monitor and measure processes and services against policies’ objectives and requirements and report the results and take actions on the differences and continually improve process performance.
 - Alignment of information technology services and strategy.
 - To create a formal framework for current service improvement projects.
 - To improve relationship between different departments via better definitions and more clarity in terms of responsibility and goals.
 - To create stable framework for both resource training and service management automation.
- The SDC operator i.e. DCO shall be responsible for applying, obtaining and maintaining the ISO 20000 certification for SDC project duration. The ISO 20000 certification would be obtained by the DCO within the first three Quarters of the Operations phase. In case of default, please refer the penalty section.
 - DCO must obtain ISO 20000 certification for the MSDC and all expenses obtaining the same must be borne by the DCO.

4.2.8 IT Security Administration Services

The objective of this service is to provide a secure environment through the implementation of the ISO 27001 ISMS Standard and finally the DCO must obtain ISO 27001 certification for the MSDC and all expenses obtaining the same must be borne by the DCO. This service includes:

- a. Addressing the ongoing needs of security management including, but not limited to, monitoring of various devices / tools such as firewall, intrusion detection, content filtering and blocking, virus protection, and vulnerability protection through implementation of proper patches and rules.
- b. Maintaining an updated knowledge base of all the published security vulnerabilities and virus threats for related software and microcode etc.

- c. Ensuring that patches / workarounds for identified vulnerabilities are patched / blocked immediately.
- d. Respond to security breaches or other security incidents and coordinate with respective OEM in case of a new threat is observed to ensure that workaround / patch is made available for the same.
- e. Provide a well-designed identity management system, security of physical and digital assets, data and network security, backup and recovery etc.
- f. Maintenance and management of security devices, including, but not limited to maintaining firewall services to restrict network protocols and traffic, detecting intrusions or unauthorized access to networks, systems, services, applications or data, protecting email gateways, firewalls, servers, from viruses.
- g. Ensuring that the security policy maintained and draft various relevant , procedures , guidelines and other ISMS documents as per ISO 27001 standard and implement these procedure accordingly , these documents shall be, maintain and updates as per the ISMS ISO 27001 requirement.
- h. A process must ensure the continuous improvement of all elements of the information and security management system. (The ISO/IEC 27001 standard adopts the Plan-Do-Check-Act [PDCA] model as its basis and expects the model will be followed in an ISMS implementation.
- i. Suitable mechanism has to be adopted for maintaining the ISMS, forensic logs or other required government compliance by the DCO time to time. Bidders are advised to refer the CERT-In guidelines for the security alerts

4.2.9 Backup / Restore Services

- a. Backup of storage as per the defined policies.
- b. Monitoring and enhancing the performance of scheduled backups, schedule regular testing of backups and ensuring adherence to related retention policies as defined by the state
- c. Prompt execution of on-demand backups of volumes and files whenever required or in case of upgrades and configuration changes to the system.
- d. Real-time monitoring, log maintenance and reporting of backup status on a regular basis.
- e. Media management tasks, including, but not limited to, tagging, cross-referencing, storing, logging, testing, and vaulting in fire proof cabinets (onsite and offsite).

- f. 365x24x7 support for file and volume restoration requests at the Data Centre.
- g. Off-site Backup – Data (backup) meant for Offsite locations will be handed over by DCO in secured manner to designated officer(s) of Client or State Government. State Government will be responsible for maintaining the Off-site location.

4.2.10 Physical Infrastructure Management and Maintenance Services

All the devices that will be installed in the Data Centre as part of the physical infrastructure should be SNMP enabled and shall be centrally and remotely monitored and managed on a 24x7x365 basis. Industry leading infrastructure management solution should be deployed to facilitate monitoring and management of the Data Centre Infrastructure on one integrated console. The physical infrastructure management and maintenance services shall include:

- a. Proactive and reactive maintenance, repair and replacement of defective components (IT and Non-IT/ Hardware and Software). The cost for repair and replacement shall be borne by the selected bidder.
- b. The selected bidder shall have to stock and provide adequate onsite and offsite spare parts and spare component to ensure that the uptime commitment as per SLA is met. To provide this service it is important for the selected bidder to have back to back arrangement with the OEMs. The selected bidder needs to provide a copy of the service level agreement signed with the respective OEMs.
- c. Any component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame indicated in the Service Level Agreement (SLA). In case the selected bidder fails to meet the above standards of maintenance, there will be a penalty as specified in the SLA.
- d. The selected bidder shall also maintain records of all maintenance of the system and shall maintain a logbook on-site that may be inspected by MITS or its nominated representative at any time.

4.2.11 Help Desk Services

The help desk service will serve as a single point of contact for all ICT related incidents and service requests. The service will provide a **Single Point of Contact** (SPOC) and also resolution of incidents. The scope of work includes:

- f. 24x7x365 Help Desk facility for reporting issues / problems with the IT infrastructure.

- g. To provide a service desk facility and the set up all necessary channels for reporting issues to help desk. The incident reporting channels will be the following:
- Email
 - Telephone
 - Web based
- h. To implement a call logging system in line with the severity levels as mentioned in the SLA.
- i. The Help Desk shall undertake the following activities:
- Log issues / complaints related to IT infrastructure at the Data Centre under the scope of work and issue an ID number against the issue / complaint.
 - Assign severity level to each issue / complaint.
 - Track each issue / complaint to resolution
 - Escalate the issues / complaints, to Client if necessary as per the escalation matrix defined in discussion with Client
 - Provide feedback to the callers.
 - Analyze the issue / complaint statistics
 - Creation of knowledge base on frequently asked questions to aid the users of the IT infrastructure.
 - Prepare Knowledge base for frequently reported problems.
 - Preparing Dashboard on Quarterly basis.
- j. Provisioning of requisite number of Help Desk software licenses for operating the Helpdesk facilities.
- k. The Helpdesk solution should have in built work flow for helpdesk automation.

4.2.12 Maintenance Activities

DCO has to carryout the Preventive & reactive maintenance of MSDC infrastructure / components. This includes carrying out the necessary repairs and replacement of parts wherever needed to keep the service & operation levels of the IT & non-IT equipment of MSDC in tune with the requirements of the SLA. Such preventive maintenance shall not be attended during the normal office Hours (i.e. 9am to 6pm on weekdays) of MSDC operations. DCO needs to maintain the Log Book for such preventive and reactive maintenance activities. For such preventive maintenance, DCO needs to inform Client

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prior to 3 days and undertake the activity with written consent of the client. For Scheduled and Preventive Maintenance by DCO for the Hardware /or Software /or Active /or Passive shall be done with written prior intimation to client at least 72 hours in advance. Preventive Maintenance should be carried out at least once in every quarter, which includes:

- (i) Checking for any loose contacts in the cables & connections for the respective infrastructure and equipment.
- (ii) Run diagnostics tests on respective infrastructure and equipment.
- (iii) Cleaning and removal of dust and dirt from the interior and exterior of the equipment.
- (iv) Ensuring that wiring is done as per the standard.
- (v) Ensuring that wiring diagrams are updated, whenever there are modifications.
- (vi) Ensuring the management of rack space equipment as needed.
- (vii) Ensuring that all Software, Tools (CD / DVD), OEM Documentation (Knowledge base), MSDC documentation (with Manuals), other or backup tapes, disks and other media are kept properly labelled and organized in Catalogue.
- (viii) Carrying out and verifying back-ups consistency on regular interval.
- (ix) Checking and listing all wear and tear of the equipment and site environment.
- (x) Ensuring no flammable material is present.
- (xi) Clearing up of any unnecessary items or Spares. MSDC operator needs to ensure cleanliness within MSDC.

4.3 Roles and Responsibilities

4.3.1 Summary of Roles of Responsibilities

Below mentioned Table 1 summarizes the roles and responsibilities of stakeholders involved in the project. The detailed roles and responsibilities have been provided later in the section.

SG- State Government of Meghalaya and Program Management Unit / MITS

UD – User departments

CSLT - Consultant

DCO – Meghalaya State Data Centre Operator / Bidder

TPA –Third Party Agency

DIT, GOI – Department of Information Technology, Government of India

SWO – SWAN Operator

Table 1: Summary of roles and responsibilities of stakeholders

S. No	Activity	SG	DCO	CSLT	TPA	UD	DIT, GOI	SWO	Remarks
1.	Providing Guidelines for Meghalaya State Data Center (SDC)						Y		
2.	Provision of State Data Centre Building Space	Y							Space shall be provided by the SG free of cost
3.	Proposal preparation for SDC	Y		Y					DIT will provide a template RFP to states
4.	Clearance for SDC proposal						Y		
5.	Security Policy	Y					Y		
6.	Backup Policy	Y							
7.	RFP preparation for SDC	Y		Y					DIT will provide a template RFP to states
8.	Clearance for RFP						Y		From the perspective of compliance of the RFP with the SDC guidelines and approved proposal.
9.	Bid process management	Y		Y					
10.	Site preparation of State Data Centre Facilities and load bearing capacity of server farm		Y						

S. No	Activity	SG	DCO	CSLT	TPA	UD	DIT, GOI	SWO	Remarks
	area and UPS room								
11.	Procurement and installation of IT Infrastructure for SDC		Y						
12.	Acceptance Testing	Y	Y	Y					As per Acceptance Test Plan submitted at the time of Installation by DCO
13.	SLA Audit	Y			Y				
14.	Providing the connectivity between Meghalaya State Data Center to SWAN SHQ	Y	Y					Y	DCO shall also ensure the seamless integration with SDC Infrastructure & SWAN
15.	Operations & Management of the Meghalaya State Data Center infrastructure as per SLA		Y						Meghalaya State Government would be responsible for providing policies for management as per DIT guidelines
16.	Offsite data backup	Y							Provisioning offsite space and the transfer of backup disks from Data Center to the offsite location would be the responsibility of state. The DCO would provide Backup tape to

S. No	Activity	SG	DCO	CSLT	TPA	UD	DIT, GOI	SWO	Remarks
									authorized representative of State for of site backup
17.	Recurring expenditure like electricity, diesel, consumables etc. during implementation		Y						This has to be born by the bidder
18.	Recurring expenditure like electricity, diesel, etc. during post implementation	Y	Y*						* On actual consumption, DCO shall raise the bill on quarterly basis and SG will reimburse the same to DCO
19.	Providing dedicated raw power with energy meter to the SDC	Y							500 KVA raw power required.
20.	Obtain regulatory and other clearances for setting up the Data Centre	Y	Y						State government will facilitate requisite documentation from its end; however DCO shall have liaison & coordinate with the relevant agencies for getting the clearances and approvals.
21.	Obtain ISO 27001 certification for MSDC and Maintaining the certification for the entire	Y*	Y						DCO has to obtain the certification before the end of second quarter, also responsible for

S. No	Activity	SG	DCO	CSLT	TPA	UD	DIT, GOI	SWO	Remarks
	contract period.								closing of “NC” of surveillance audits. *: Necessary approvals will be given by SG/ Client within the stipulated time.
22.	Obtain ISO 20000 certification for MSDC and Maintaining the certification for the entire contract period.	Y*	Y						DCO has to obtain the certification before the end of third quarter of the operation phase also responsible for closing of “NC” of surveillance audits *: Necessary approvals will be given by SG/ Client within the stipulated time.
23.	Provisioning of Internet Bandwidth	Y	Y						* On actual The recurring expenses towards Internet Bandwidth would be on actual basis & shall be paid to the DCO by the SG on a quarterly basis
24.	Prepare periodic reports and status update to DIT, GoI on implementation		Y	Y					

S. No	Activity	SG	DCO	CSLT	TPA	UD	DIT, GOI	SWO	Remarks
	progress, and Monitoring of implementation & SLA with DCO.								
25.	Composite Team**	Y							State would form a composite team for the State Data Centre.

**Composite Team would be formed by state for overall supervisory control on MSDC operation, sovereign control of the data/ applications shall be with the State (both de jure and de-facto); State through its dedicated core team (composite Team)(6-7 domain experts /professionals) shall provide complete handholding for infrastructure up-keep, operations & management of MSDC.

4.4 Proposed Timeline - Implementation

The table below provides the time schedule for implementation of the SDC. T, as referred to in the table, is treated as the date of signing the agreement with the selected DCO by MITS

Tentative Time Schedule for Implementation of SDC

Week	Activity	Remarks
T + 0	Project Kick-off	This would be done after Contract Signing between SG & DCO

Week	Activity	Remarks
T + 1	Site Survey & Feasibility for SDC	SDC site to be provided by SG
T + 2	Preparation & submission of SDC Floor Lay-out by DCO	
T + 3	Approval of SDC Floor Lay-out	To be obtained within 10 days
T + 3	Availability of 3-Phase raw power / transformer set-up	SG has to ensure 3 – Phase supply & Transformer
T + 4	Detailed Designing of Physical Infrastructure (including procurement of SDC Components)	Report to be prepared by DCO
T + 15	Site Preparation & Build-up <ul style="list-style-type: none"> • Dismantling & Clearing of Site • Foundation for DG Set • Civil Work for SDC • Earthing pits • Laying of electrical cable trays for electrical wiring, lighting, fixture & point wiring • Laying of Cables for Access control, fire alarms, smoke detectors, CCTV • Power Cabling from DG Set, to Electrical & sub-distribution panel • Partitioning of Walls • Installation of HVAC, DG-Set, BMS, Fire Alarm, CCTV, HSSD/VESDA, Rodent, Water Leak, DVR 	DCO had to carryout Civil work and installation all the non-IT components of SDC
T + 16	Testing of HVAC, DG-Set, access Control, UPS, CCTV, DVR (NCPI)	
T + 20	Installation & Testing of IT components (Switches/ Router / Server / Security / Hardware / Software / Database / bandwidth) including LAN Cabling laying	
T + 22	Security Level Design Document & implementation of Security policy	

Week	Activity	Remarks
T + 24	Commissioning of non-IT & IT components	
T + 25	Design document & manuals handover to end customer	
T + 26	User Acceptance Test	
T + 27	Training	As per requirement of State Govt.
T + 28	Project Sign-off	Also after Project Sign-off O & M period shall start.

4.5 Meghalaya SDC Project Timelines

The Overall Meghalaya SDC Project timelines are depicted in the table as:

Activity	Duration	YEAR				
	WEEKS	1	2	3	4	5
Implementation Phase	28					
Operations & Maintenance Phase						

4.6 Resource Requirement

Indicative Manpower Resources

These are the indicative list of resource required for MSDC; however DCO has to ensure the suitability and adequacy of required resources so that DCO can maintain the Service Level Agreement as mentioned in this clause 5.2

S. No	Description	Min Qualification, Relevant Experience & Certifications
1	Project In-Charge/Project Manager	MBA, 7 Years, ITIL/ITSM Certified
2	Technical Consultant - Data Centre Physical Infrastructure	B.E./B.Tech, 3 Years, Relevant
3	Technical Specialist - Server / Storage	B. E/B. Tech, 3 Years, MCSE, RHCE, MCP, etc.
4	Technical Specialist – Network	B. E/B. Tech, 3 Years, CCNA, CCNP etc.
5	Security Expert	B.E./B.Tech, 5 Years, Security Certifications, ISMS
6	Database Administrator	B.E./B.Tech, 3 Years, Oracle / MS / relevant Certifications
7	System Engineer	B.E./B.Tech, 3 Years, Relevant
8	Infrastructure Support Staff	Graduate/Diploma, 2 Years, Relevant
9	NOC Engineer	Graduate/Diploma, 1 Years, EMS
10	Helpdesk Staff	Graduate, 2 Years, Relevant, ITIL Knowledge
11	Support Staff / Back office Staff	Relevant House Keeping Experience

4.6.1 Roles and Responsibilities

4.6.1.1 Project In-Charge / Project Manager

Responsible for overall management of the data centre, user SLA commitments, performance, availability, response time, problem resolution, Should be responsible for effective Resource management, System & Resource planning, based on business forecast. Should be the single point contact (SPOC) for managerial responsibilities and

direct interface with the Client/ State. Data Centre Manager should have capabilities in team management, capacity planning and process documentation. Should have exposure to ISO 20000 and ISO 27001 process. Should be ITIL or ITSM certified. Should have a proven track record of managing operational IT support teams including establishment of RMC / processes, Technology & Staffing.

4.6.1.2 Technical Consultant – Datacenter Physical Infrastructure

Responsible for all the physical infrastructure of MSDC including the availability UPS, PAC, DG Set, Civil work, Electricity, Fire detection and Suppression System, Physical Security etc..,

4.6.1.3 Technical Specialist - Server / Storage –

Internet Management, Mail management, Service Management, Systems Management, Managing proxy and user access to internet Add, delete and modify mail accounts, managing Messaging servers Managing network infrastructure services for MSDC, System maintenance, storage, backup etc. Responsible for system configuration, scalability, performance, load balancing, OS administration / management, troubleshooting & Debugging and monitoring of servers. Should implement the back-up plan for storing and retrieving of data, maintain servers, machines, printers and also responsible in resolving the real time (RT) requests raised by users as per SLA.

4.6.1.4 Technical Specialist – Network

Responsible for network uptime, security, performance, monitoring and other related services. Network monitoring and proactive network uptime maintenance is essential. The candidate should be well versed with routing and switching devices and technology like AM, MPLS, wireless, broadband and protocol analysis tool. Must have beginner to intermediate skills in information security technologies like firewalls, 2&3 factor authentication, IPS content filtering, encryption, VPN thread management, antivirus and be familiar with security audit parameters. Network management (routing), Router Configuration and Troubleshooting, up gradation, Link Performance Management of all L3 Switch and L2 Switch at all the MSDC, Managing the MSDC on day to day basis. Required to support for Problem and Change Management Process. Managing RAS, ISDN, IP Telephony, Video-conferencing, etc. Support administration, Change Management, Liaison with Bandwidth Provider officials and external vendors, proactive monitoring and managing of network, bandwidth and facility management, responsible for MSDC services across client departments and citizens of Meghalaya State as per the agreed Service Levels.

4.6.1.5 Security Expert

Responsible for Firewall Management, Intrusion Management, Antivirus & Patch Management, Security Management. Firewall Rules and Policies Management and Troubleshooting Implementing of NAT/PAT, SSH, signatures, etc. Plan & Implement comprehensive security policies and practices for entire infrastructure. Signatures updating, blocking of unwanted traffic Antivirus updates, Patch updates, Managing the MSDC security on day to day basis. Required to support for Problem and Change Management Process. Auditing MSDC as per ISMIS Auditing requirements

4.6.1.6 Database Administrators

Responsible for database administration, should be responsible for database and application change management procedure. Should worked in 9i, 10g, DB2 etc. Knowledge in PL/SQL programming with experience in handling standby databases preferred. Also responsible for management of database repository, creation, deletion, modification, backup and restore of databases and their tables. Must have technical certification in Data Base Administration.

4.6.1.7 System Engineer

Responsible for L2 support, H/W & S/W support and would provide help to the data centre operations and management. Core team in quick resolution of problems in the technical support team would work on shift basis and ensure uptime of services. Internet Management, Mail management, Service Management, Systems Management, Managing proxy and user access to internet Add, delete and modify mail accounts, managing Messaging servers Managing network infrastructure services for MSDC, System maintenance, storage, backup etc.

4.6.1.8 Infrastructure Support Staff

Infrastructure management and troubleshooting of complex cases. Management of WAN links, identification and resolution of network faults, LAN issues, coordinating with bandwidth provider for link management. Continuous and close monitoring of network faults, communications with field and key technical experts for quick restoration of services

4.6.1.9 NOC Engineer

Managing and operating NMS and Helpdesk tool issues as a Tool Specialist. Network Monitoring, NMS tool specialist. Should be well versed with Routing and Switching devices and technologies like ATM, Frame Relay, MPLS, Wireless, Broadband and Protocol Analysis Tools. Should have beginner to intermediate skills in Information Security technologies like Anti-virus, Firewalls, 2 & 3 factor Authentication, IDS, IPS,

Content Filtering, Encryption, VPN, Threat Management and be familiar with Information Security Audit parameters.

4.6.1.10 Helpdesk Staff

Logging of support calls, escalation of calls, Recording of configuration items and service calls monitor and control the Service levels and underlying service quality
Creating MIS reports for management purpose
Managing and Supporting the Helpdesk System (tool) for day-to-day operations. Required to do recommended modifications, additions, deletions in tool. Managing and operating Helpdesk tool issues as a Tool Specialist.

SECTION – V

Service Level Agreement

5. 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 provided by the DCO to MITS for the duration of this contract.

The benefits of this SLA are to:

- Trigger a process that applies DCO's and MITS attention to an aspect of performance when that aspect drops below an agreed upon threshold, or target.
- Makes explicit the expectations that MITS has for performance from the DCO.

The DCO and MITS shall regularly review the performance of the services being provided by the DCO and the effectiveness of this SLA.

5.1 Definitions

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

- "**Availability**" shall mean the time for which the services and facilities are available for conducting operations from the equipment hosted in the Data Centre.
- "**Downtime**" is the time the services and facilities are not available and excludes the scheduled outages planned in advance for the Data Centre and the link failures that are SWO's responsibility.
- "**Helpdesk Support**" shall mean the 24x7x365 centre which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract.
- "**Incident**" refers to any event / abnormalities in the functioning of the Data Centre Equipment / Services that may lead to disruption in normal operations of the Data Centre services.
- "**Service Window**" shall mean the duration for which the facilities and services shall be available at the Data Centre. Service window in this case shall be 24x7x365.

5.2 Category of SLAs

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The DCO shall ensure provisioning of all required services while monitoring the performance of the

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same to effectively comply with the performance levels. The services provided by the DCO shall be reviewed by the Client that shall:

- Regularly check performance of the DCO against this SLA.
- Discuss escalated problems, new issues and matters still outstanding for resolution.
- Review of statistics related to rectification of outstanding faults and agreed changes.
- Obtain suggestions for changes to improve the service levels.

The SLA has been logically segregated in the following categories:

1. IT Infrastructure related service levels
2. Physical Infrastructure related service levels
3. Help desk Services
4. Compliance and Reporting Procedures

The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following table are applicable for the duration of the contract.

5.2.1 Service Levels -IT Infrastructure

Following section outlines the service level indicators & and the target performance levels to be maintained by the Agency during the contract period. This shall be used to track and report performance on a regular basis. These SLAs shall be strictly imposed, and a third party audit/certification agency shall be deployed for certifying the performance of the Agency against the target performance metrics as outlined in the table below. The SLA will be measured on Quarterly basis.

S. No.	Items	Target	Penalties in case of breach in SLA	Remarks
1	Server and Storage Availability (including the OS and	99.749%	For each 0.5 slab (lower) a penalty 1.0 % on QGR shall be charged for	<u>For each component</u> 99.249-99.749 - 1.0% of QGR 98.749-99.249 - 2.0% of QGR And so on

S. No.	Items	Target	Penalties in case of breach in SLA	Remarks
	database running on it)		each server.	If the uptime goes below 96.749, additional penalty of 1% will be charged on QGR for each slab 1% downtime.
2	WAN equipment Availability	99.749%	For each 0.5 slab (lower) a penalty 1.0% on QGR shall be charged for each component.	99.249-99.749 - 1.0% of QGR 98.749-99.249 - 2.0% of QGR And so on If the uptime goes below 96.749%, additional penalty of 1% will be charged on QGR for each slab of 1%.
3	LAN Availability (Active and passive components)	99.749%	For each 0.5 slab (lower) a penalty 0.50% on QGR shall be charged for each component.	99.249-99.749 - 0.5% of QGR 98.749-99.249 - 1.0% of QGR And so on If the uptime goes below 96.749%, additional penalty of 0.5% will be charged on QGR for a slab of 1%.
4	Security Infrastructure	99.749%	For each 0.25 slab (lower) a penalty 0.75% on QGR shall be charged for each component.	99.499 -99.749 - 0.75% of QGR 99.248 – 99.498 - 1.5% of QGR If the uptime goes below 98.748%, additional penalty of 0.50% will be charged on QGR for a slab of 1%.

Note: Equipment Availability Related penalties shall be governed by the following conditions:

1. The Penalty shall be calculated on a quarterly basis.

5.2.2 Service Levels - Physical Infrastructure related service levels

S. No	Items	Target	Penalties in case of breach in SLA	Remarks
1	Power Availability (DG, UPS etc...)	99.749%	For each 0.25 slab (lower) a penalty 0.75% on QGR shall be charged for each component.	99.499-99.749- 0.75% of QGR 99.249-99.749- 1.5% of QGR And so on If the uptime goes below 96.749%, additional penalty of 0.5% on QGR will be charged for a slab of 1%.
2	Rack Temperature (PAC etc...)	Temperature of $20^{\circ} \pm 2^{\circ}$ Centigrade at all times.	For Lower Performance (temp more than 22° or less than 18°) a penalty of 0.25% on QGR shall be charged for the variance of 1° C.	23° - 24° - 0.25% of QGR 22° - 23° - 0.50% of QGR 18° - 17° - 0.25% of QGR 17° - 16° - 0.50% of QGR And so on
3	CCTV Availability	99.749%	For lower performance (i.e. less than 99.74% for each component), For each 0.5 slab (lower) a penalty 0.25% on QGR shall be charged.	99.249-99.749- 0.25% of QGR 98.749-99.749- 0.50% of And so on If the uptime goes below 96.749%, additional penalty of 0.5% will be charged on QGR for a slab of 1%.
4	Civil Work and minor repairs	All repairs within 12 hours of reporting the problem at the Help Desk	For lower performance (i.e. more than 12 hours), penalty of Rs 1000 shall be charged per day basis.	T+12 Hr = Rs.1000.00 T+36 Hr = Rs.2000.00 And so on (T = Reporting of Problem)

S. No	Items	Target	Penalties in case of breach in SLA	Remarks
		All replacements within 2 days of reporting the problem	For lower performance (i.e. more than 2 day) a penalty of Rs 2000 shall be charged for each day.	T+1 = Rs.2000.00 T+2 = Rs.4000.00 And so on (T = Resolution Time(2 days))

The SLA will be measured Quarterly basis.

5.2.3 Service Level - Help Desk

S. No	Items	Target	Penalties in case of breach in SLA	Remarks						
1	Helpdesk	100% calls to be resolved within 30 minutes	No Penalty	Response Time:: 10 mins of Call logged						
		Unresolved call	Table A. – Average	30 min-35 min = 1% of QGR 35 min-40 min = 2% of QGR > 40 min=3% of QGR						
		Average Resolution Time (In min)	<table border="1"> <tr> <td>>30>=35</td> <td>1% of QGR</td> </tr> <tr> <td>>35>=40</td> <td>2% of QGR</td> </tr> <tr> <td>>40 min.</td> <td>3% of QGR</td> </tr> </table>	>30>=35	1% of QGR	>35>=40	2% of QGR	>40 min.	3% of QGR	
>30>=35	1% of QGR									
>35>=40	2% of QGR									
>40 min.	3% of QGR									
			Table B. – Individual	If resolution time exceeding 60 min then there will be additional charge of 0.01% on each exceeded call						
			More than 60 min. (for each call)	Additional 0.01% of QGR						

5.2.4 Service Levels – Resolution for Virus attacks

DCO shall ensure that the virus signature or other malicious code would be updated within the best possible time limit from the moment it detects at gateway level. However the time limit shall not be more than 72 hours. DCO shall also ensure to update the virus signature of antivirus software or take suitable measure as per the alerts of CERT-In

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within the above-mentioned time limit. Moreover DCO would have to take suitable measure and controls to protect the Information Assets from such type of virus or malicious attack.

S. No.	Items	Target	Penalties in case of breach in SLA	Remarks
1	Attack of Virus, Trojan, intrusions or any other malicious code	72 hours	For a delay of each one day after 72 hours, a penalty of Rs 10000 shall be charged on QGR	T+1 = 10000 T+2 = 20000 And so on (T = after 72 hours from the incident)

Sovereign control of the data and applications both de jure and de-facto shall be with the State. The DCO along with their team members would be responsible for the protection of the confidentiality, integrity and security of all Information Assets of the Stake holder of SDC, in case of any breach on part of the DCO or any of its employee it shall be subject to penalize under the relevant provision of Indian Panel Code, IT Act 2000 and other relevant provision of the Law of land, in addition to other remedies that may be available under the Agreement, MITS may seek injunctive relief against such a breach or threatened breach without any prejudice to its remedies available under contract or law.

5.2.5 Service Level Agreement -Compliance & Reporting procedures

S. No	Items	Target	Penalties in case of breach in SLA	Remarks
1	Submission of MIS Reports	Report for the previous month shall be submitted by the 3 rd of the next month	For a delay of each one day, a penalty of Rs 1000.00 shall be charged on QG	T+1 = 1000 T+2 = 2000 And so on (T = 3 rd of every month)
2	Maintenance of Inventory	100% as per the inventory log committed and maintained by DCO	DCO shall be responsible for any mismatch	
3	MSDC	Within two	Delay in Quarterly	If Certification is

S. No	Items	Target	Penalties in case of breach in SLA	Remarks
	Certification – ISO 27001	Quarters of Operations Phase	Payment	achieved in: a. 1-2 Quarters – No penalty From 2 nd Quarter onwards – All subsequent QGR's will be delayed till the certification is achieved
4	Surveillance audit for ISO 27001	Closure of “NC” (Non Conformities) within stipulated time	Per week delay after stipulated time, penalty of Rs 10000.00 shall be charged on QGR	
5	MSDC Certification – ISO 20000	Within three Quarters of Operation Phase	Delay in Quarterly Payment	If Certification is achieved in: a. 1-3 Quarters – No penalty From 3 rd Quarter onwards – All subsequent QGR's will be delay till the certification is achieved
6	Surveillance audit for ISO 20000	Closure of “NC” (Non Conformities) within stipulated time	Per week delay after stipulated time, penalty of Rs 10000.00 shall be charged on QGR	

Note: QGR – Quarterly Guaranteed Revenue. This will be equal to OPEX divided by 20.

5.3 SLA Compliance Requirements

The prime objective of Meghalaya SDC Project is to provide high-quality services / support to Meghalaya Govt. offices, departments and citizens. In order to ensure that required services are available round the clock, in an efficient manner, the Service Level Agreement (SLA) shall be signed between MITS and the Successful Bidder (who will be referred as DCO thereafter). Therefore, this SLA would be the critical in implementation

of this Project, as all the remuneration to the Successful Bidder shall depend on the same.

5.4 SLA Review Process

- Either MITS or DCO may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- The MITS and the DCO shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The DCO will then communicate the resolution to all interested parties.
- In case the issue is still unresolved, the arbitration procedures described in the Terms & Conditions section will be applicable.

5.5 Penalties

- The total quarterly deduction should not exceed 12% of the total applicable fee in a quarter.
- The sum of three consecutive quarterly deductions of more than 25% of the applicable fee (i.e. Actual Quarterly fees for three Quarters) in three quarters on account of any reasons will be deemed to be an event of default and termination. This shall be governed by the terms & conditions defined in **Section VII – General Conditions of the Contract of Volume I.**

SECTION – VI

Instruction to

Bidders

6 Section VI – Instruction to Bidders

6.1 Procedure for Submission of Bids

6.1.1 It is proposed to have a Three bid System for this tender:

Pre-Qualification Bid – (3 copies, in one sealed envelop including one Original)

Technical Bid - (3 copies, in one sealed envelop including one Original)

Commercial Bid - (3 Copy in one sealed envelop as Original)

However, if the Bidder has not purchased the Tender document fees earlier from the Client Office, he (Bidder) needs to submit the same in the separate sealed envelop and marked as “Tender Document fees”

6.1.2 Each copy of 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" and “Commercial Bid” respectively. All the three copies of each bid should also be marked as "Original", "First copy" and "Second copy" as the case may be. **Please Note that Prices should not be indicated in the Pre-Qualification Bid, Technical Bid. Should only indicated in the Commercial Bid Documents.**

- All the three sealed envelopes containing pre-qualification bids should be put in a single sealed cover super-scribing “Pre-Qualification Bid for Selection of a Data Centre Operator (DCO) for Design, Site Preparation, Supply, Installation, Maintenance and Operations of Physical and IT Infrastructure of Meghalaya State Data Centre,”
- All the three sealed envelopes containing technical bids should be put in a single sealed cover super-scribing “Technical Bid for Selection of a Data Centre Operator (DCO) for Design, Site Preparation, Supply, Installation, Maintenance and Operations of Physical and IT Infrastructure of Meghalaya State Data Centre at Shillong”.
- the sealed envelope containing commercial bid should be put in a single sealed cover super-scribing “Commercial Bid for Appointment of a Data Center Operator (DCO) for Design, Site Preparation, Supply, Installation, Maintenance and Operations of Physical and IT Infrastructure of Meghalaya State Data Center at Shillong,”.

6.1.3 The three envelopes containing copies of Pre-qualification Bid, Technical Bid and Commercial Bid should be put in another single sealed envelope clearly marked

“Appointment of an Agency for Design, Site preparation, Supply, Installation, Maintenance and Operations of Physical & IT Infrastructure for the State Data Centre at Meghalaya”. These envelopes are to be super scribed with Tender Number and the wordings **“DO NOT OPEN BEFORE xx.00 hours on xxth xxxx 2008”**.

However, if the Bidder has not purchased the Tender document fees earlier from the Client Office, he/she (Bidder) needs to submit the same in the separate sealed envelop and marked as “Tender Document fees” This envelope of Tender fees shall not be part of the main envelope. This has to be separately submitted along with the Overall bid document. Please refer section 1.5 for related information.

6.1.4 Every envelope and forwarding letter of the bid shall be addressed as follows:

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

6.1.5 The cover (inner and outer) 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"**.

6.1.6 Each copy of the tender should be a complete document and should be bound as a volume. The bid document should be properly page numbered and appropriately flagged / tagged; 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.**

6.1.7 In case of any discrepancy observed by the Client in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.

As part of the bid, Bidder should also provide the Pre-Qualification, Technical and Commercial bid in soft copy format, in the form of a non-re-writeable CD (Compact Disc) as follows:

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- 6.1.8 One (1) soft copy in CD containing the pre-qualification bid - The CD containing pre-qualification bid should be sealed along with the hard copies of the respective pre-qualification bids.
- 6.1.9 One (1) soft copy in CD containing the technical bid - The CD containing technical bid should be sealed along with the hard copies of the respective technical bids.
- 6.1.10 One (1) soft copy of CD containing the commercial bid - The CD containing commercial bid should be sealed along with the hard copies of the respective commercial bids.
- 6.1.11 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 “Pre-Qualification Bid-Soft Copy”, “Technical Bid-Soft Copy” and “Commercial Bid-Soft Copy” (as the case may be) and should bear the name of the Bidder.
- 6.1.12 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 the Client 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.
- 6.1.13 Bidder must ensure that Technical Bid CDs do not contain any Commercial items / prices.
- 6.1.14 Telex/Telegraphic/Tele-fax bids will not be considered. All out-station bids, if sent by post, should be sent under registered cover. However, it shall be not be responsibility of the Client if the bids are being sent through registered post.
- 6.1.15 If the outer envelope is not sealed and marked as indicated above, the Client will not have no responsibility for the bid’s misplacement or premature opening.

6.2 Authentication of Bid

The original and all copies of the bid shall be typed or written in indelible ink. The original and all copies (hard copies) 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 signed and stamped by the person or persons signing the bid.

6.3 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 signed by the person or persons signing the bid.

6.4 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. The Client, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

6.5 Site Visit

The bidders may visit the sites and obtain additional information at their own cost and responsibility. For that purpose bidder must intimate the client before two days.

6.6 Clarification on Tender Document

6.6.1 A prospective Bidder requiring any clarification on the RFP Document may submit their queries, in writing, at the mailing address and as per schedule indicated in **“Invitation for Bids / Key events and dates”**. The queries must be submitted in the following format only to be considered for clarification:

Sr. No	Section No.	Clause No.	Reference/ Subject	Clarification Sought
..

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

6.6.2 The Client will respond in writing, to any request for clarification to queries on the RFP document, received not later than the dates prescribed in section **Invitation for Bids / Key events and dates**. Written copies of the clarifications (including

the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have purchased the RFP Document.

6.7 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Client, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

6.8 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.

- **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.

- Volume I, Section VIII – Format 1: Pre qualification Bid Letter.
- Volume I, Section VIII – Format 2: General information about the Bidder.
- Detailed checklist for pre-qualification duly filled in along with the supporting documents as defined in Volume I, Section VIII – Format 3. Bidders are requested to provide the corresponding page no. of the respective criteria given in the pre qualification check list table.
- Pre qualification bid should contain Earnest Money Deposit (EMD) in a separate sealed envelope.
- Receipt of Rs. 10,000/- towards the cost of the RFP document or a demand draft for the same to be submitted in a separate sealed envelope, must be prepared as per guideline given in section 1.5 of volume I of this RFP.
- Power of Attorney executed by the Bidder in favour of the Principal Officer or the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this Tender.
- A consortium of companies duly backed up by an Agreement, copy of the same to be submitted in case of consortium.
- Declaration that the bidder has not been debarred / blacklisted by any reputed Govt./ Semi-Govt. organization for quality of services / product and there is no

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major complaint against the bidder by any organization as per Volume I, Section VIII – Format 4.

- Volume I, Section VIII – Format 5: Declaration of Acceptance of Terms and Conditions in this RFP.

• Technical Bid

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

- Volume I, Section IX – Format 1: Technical Bid Letter
- Volume I, Section IX – Format 2: General information about the Bidder
- Volume I, Section IX – Format 3: Technical Solution
- Volume I, Section IX – Format 4: Specifications of the Physical Components
- Volume I, Section IX – Format 5: Specifications of the IT Components
- Volume I, Section IX – Format 6: Manpower Details
- Volume I, Section IX – Format 7: Deviations from the Tender Terms & Conditions
- Volume I, Section IX – Format 8: Project Profile

• Financial Bid

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

- Volume I, Section VIII – Format 1: Commercial Bid Letter
- Volume I, Section VIII – Format 2: Breakdown of Cost Components

• Undertaking

Bidder will submit an Undertaking regarding their compliance to all the terms & conditions including technical Specifications specified in this RFP document.

6.9 Bid Prices

6.9.1 The Bidder shall quote price in the prescribed format, the unit rates and total Bid Prices of the equipment / services, it proposes to provide as per the RFP document for the SDC Meghalaya. Prices should be shown separately for each item as detailed in RFP Documents.

In absence of above information as requested, the bid may be considered incomplete and be summarily rejected.

6.9.2 The Bidder shall prepare their bid based on details provided in the RFP 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 Client. The Bidder shall carry out all the tasks in accordance with the requirement of the tender documents & due diligence and it shall be the responsibility of the Bidder to fully meet all the requirements of the tender documents. 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 Client, all such changes shall be carried out within the current price without any impact to Client.

6.10 Firm Prices

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

6.10.2 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 **Section X – Format 2: Breakdown of Cost Components**. However, should there be a change in the applicable taxes Client reserves the right to negotiate with the Bidder.

6.10.3 Prices in any form or by any reason before opening the Commercial Bid should not be revealed, 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 the Client.

6.11 Bid Currencies

Prices shall be quoted in Indian National Rupees (INR).

6.12 Bidder Qualification

6.12.1 The "Bidder" as used in the tender documents shall mean the one who has signed the Tender Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in either cases he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the representative and the principal.

6.12.2 It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/she signs as the Constituted attorney of the firm or a company.

6.12.3 The authorization shall be indicated by written power-of-attorney accompanying the Pre qualification bid.

6.13 Bid Security (Earnest Money Deposit)

- **Amount of Bid Security (EMD)**

The Bidder shall furnish, as part of its bid, a bid security in the form of DD or Bank Guarantee issued by any nationalized bank located in India , of **Rupees 40,00,000/- (Rupees Forty Lakhs only)** pledged in favour of “**Meghalaya Information Technology Society - SDC**” payable at Shillong.

- **Currency of Bid Security**

The bid security shall be furnished in **Indian National Rupees (INR)**.

- **Requirement of Bid Security**

The bid security is required to protect the Client against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to Section “Forfeiture of Bid Security”.

- **Rejection of Bid**

Any bid not secured in accordance with above mentioned clause, shall be rejected by the Client as being non-responsive, without any further correspondence.

- **Discharge of Security Bid of Unsuccessful Bidder**

Unsuccessful bidders' bid security will be discharged / returned in 120 days of Selection of Suitable Bidder by the client.

- **Discharge of Security Bid of Successful Bidder**

Earnest Money Deposit furnished by Bidders shall be refunded to Bidders after submission of performance guarantee by the successful bidder as per section 6.24

- **Forfeiture of Bid Security**

The Bid Security can be forfeited if a Bidder

- Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form or
- During the bid process, if a Bidder indulges in any such deliberate act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of the client regarding forfeiture of the Bid Security shall be final & shall not be called upon question under any circumstances.

- During the bid process, if any information found wrong / manipulated / hidden in the bid, the decision of the client regarding forfeiture of the Bid Security and rejection of bid shall be final & shall not be called upon question under any circumstances.

6.14 Bid Validity Period

6.14.1 Period of Validity of Bids

Bids shall remain valid for 180 days after the date of opening of Technical Bids prescribed by the Client. **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 can nevertheless go down due to global trend with respect to the OEM to be determined from their list prices from time to time after applying the same discount factor as related to the prices finalized after bid opening but before the delivery of the components to the client.

6.14.2 Extension of Period of Validity

In exceptional circumstances, the Client 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.

6.15 Local / Site Conditions

6.15.1 It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and other relevant factors at the proposed Meghalaya SDC site which would have any effect on the performance of the contract and / or the cost. The Bidders are advised to visit the proposed Meghalaya SDC location (at its own cost) and due-diligence should be conducted before the pre-bid meeting/ bid-submission.

6.15.2 The Bidder is expected to make a site visit to the proposed Data Centre facility to obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract. Obtaining such information shall be at Bidder's own cost.

6.15.3 Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for the providing services before entering into contract will in no way relieve the successful Bidder from performing any work in accordance with the Tender documents.

6.15.4 It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. **The Client shall not entertain any request for clarification from the Bidder regarding such conditions.**

6.15.5 It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Client and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Client on account of failure of the Bidder to appraise themselves of local laws and site conditions.

6.16 Modification and Withdrawal of Bids

6.16.1 Written Notice

The Bidder may modify or withdraw its bid after the bid's submission, provided that the Client receives written notice of the modification or withdrawal, prior to the last date prescribed for receipt of bids.

6.16.2 Signing and Marking of Notice

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Volume 1 Clause 0. 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.

6.16.3 Last Date for Notice

No bid may be altered / modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders will not be considered. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

6.17 Opening of Pre Qualification and Technical Bids

6.17.1 Opening of Bids

An evaluation committee will be formed for evaluation of the bids. Decision of the committee would be final and binding upon all the Bidders. The Client will first open the Pre Qualification Bid, in the presence of the representatives of the Bidders who choose to attend, at the time, date and place, as mentioned in section ‘**Invitation for Bids – Key Events & Dates**’. In the event of the specified date of Bid opening being declared a holiday for the Client, the Bids shall be opened at the appointed time and location on the next working day. It is, therefore, advised to send a responsible, authorized and senior representative so that clarifications, if any, can be given on the spot. The Bidder’s names, modifications, bid withdrawals and the presence or absence of the requisite EMD and such other details considered appropriate will be announced at the bid opening.

6.17.2 Evaluation of Pre Qualification and Technical Bid

The evaluation process of the tender, proposed to be adopted by the Client is indicated under this clause. The purpose of this clause is only to provide the Bidders an idea of the evaluation process that the Client may adopt. However, the Client 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.

6.17.2.1 Evaluation of Pre Qualification Bid

- Bidders need to fulfill all the pre-qualification conditions mentioned in Section 8.3 of volume I. The Client 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 the Client and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- The Client may waive any informality or non-conformity or irregularity in a bid which does not constitute a material deviation according to the Bidder, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

6.17.2.2 Evaluation of Technical Bid

- Firstly the pre qualified bidders' technical bid document will be evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in section 6.18.2 of volume I.
- The client 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 secure a Technical Score of 70 (70%) 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 fulfill the minimum technical specifications laid down in the Volume-II for being qualified technically.
- In order to assist in the examination, evaluation and comparison of Bids, the client 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.**

6.17.3 Announcement of Bids

The bidders' names, bid modifications or withdrawals and such other details as the Client at discretion may consider appropriate, will be announced at the opening.

6.17.4 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.

6.18 Criteria for Evaluation of Bids

- A three-stage evaluation 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.
- Client 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.

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- The state reserve the right to amend the QCBS criteria and the proposed evaluation methodology as indicated in the RFP.
- Client will assign points (quality of services score) to the technically qualified bidders based on the technical evaluation criterion approved by Client. The commercial bids for the technically qualified bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive.
- The evaluation will be made on the basis quality - cum - cost, with a weight age to quality of services and cost in the ratio of **60:40**.
- To ensure a reasonable and realistic ratio of CAPEX and OPEX: a bid may be liable to be rejected after scrutiny if total CAPEX happens to be more than 50% of the overall bid value.
- Conditional bids are liable to be rejected.

6.18.1 Criteria for Evaluation and Comparison of Pre qualification Bids

A consortium of companies duly backed up by an Agreement (to be submitted along with Pre-Qualification bid) is also eligible to participate, subject to the conditions and satisfaction of the Tender Evaluation Committee during the evaluation of the tender, clearly defined in Annexure 1 – Consortium Criteria of this volume. In the event of consortium being unacceptable to the Client, the Prime Bidder may be given an option of going on its own.

- The Prime Bidder (the leading bidder in case of consortium i.e.; one of the member of the consortium that is nominated as the prime bidder by all the other members of the consortium) of this consortium shall be liable for adherence to all provisions of this Agreement.
- The consortium will draw upon human, technical and other resources of all the members during implementation, operation and maintenance of the SDC Project. The Technical Bid shall include exact details in this regard, so that a consortium is not artificially created only to improve the score in Technical Bid.

Terms and conditions applied in case of consortium defined in Annexure –1 of Volume 1.

The Pre Qualification proposal will be evaluated using the checklist given in Section 8.3– Pre qualification Check List.

6.18.2 Criteria for Evaluation and Comparison of Technical Bids

The following criteria shall be used to evaluate the technical bids.

S. No	Criteria	Point System	Maximum Points
A. Organizational strength			25
1.	Bidder (prime) should be an established Information Technology company and System Integrator and should have been in the business for a period exceeding three years as on 31.03.2008.	>10=4 7-10=3 3-6 =2	4
2.	The bidder (prime) should have positive net worth and turnover of more than Rs. 100 crores for each of the last three Financial Years ending on 31.03.2008.	> Rs 300 cr = 4; > Rs 200 cr < Rs 300 cr = 3; > Rs 100 cr < Rs 200 cr = 2	4
3.	The bidder (prime) should have commissioned and installed at least one Data Center project that meets all the following requirements: a. An order value of not less than Rs 5 crores. b. ISO 27001 certification for atleast one Data Center c. During last three years as on 31.03.2008. Note: Bidder's in house Data Centers shall not be considered unless used for commercial use.	> 3 DC Projects = 5 3 DC Projects = 4 2 DC Projects = 3; 1 DC Projects = 2	5
4.	The bidder should have experience in providing Facility management services to at least one Data Center, during last three years as on 31.03.2008.	> 3 DC Projects = 4 2 DC Projects = 3; 1 DC Projects = 2	4

S. No	Criteria	Point System	Maximum Points
5.	The bidder (prime) must have on its roll at least 100 technically qualified professionals in, networking, systems integration, and prior experience in providing the Data Center Infrastructure maintenance services as on 31.03.2008.	> 300 resources = 3; > 200 – 300 resources = 2; ≥ 100 – 200 resources = 1	3
6.	At least five resources should be ITIL/ISO 20000 Lead Auditor Certified.	> 7 = 2; 5-7 = 1	2
7.	At least five resources should be ISO 27001 Lead Auditors Certified.	> 7 = 3; 5-7 = 2	3
B. Technical Solution Offered		Criteria for points	65
8.	Proposed Solution / Design architecture description:	Marks to be awarded on the basis of solution offered:	20
9.	Solution Interoperability		3
10.	Power Consumption of offered products like Server Infrastructure, Network & Security Infrastructure, Storage Infrastructure, PAC, UPS etc. (Points would be awarded on the basis of less power consumption. Bidder has to provide the power consumption matrix of all the components in the proposal)		3
11.	Project Plan (Implementation Strategy cum Methodology, Implementation Plan for ISO 27001, Implementation Plan for ISO 20000)		2

S. No	Criteria	Point System	Maximum Points
12.	Compliance with standards like TIA 942, ITIL, ISO 20000,ISO 27001 etc, as part of Overall Proposed Solution for Implementation & O&M		2
13.	Core Project team including number and Quality of People proposed for operations		7
14.	Solution :: Integration with SDC & SWAN HQ		1
15.	Monitoring & Management Services of data centre during operation phase.		4
16.	System Administration, Maintenance and Management Services		4
17.	Storage & Backup Solution		5
18.	SLA Management and Methodology Proposed		8
19.	Detailed Process and methodology for hosting the applications of various States departments		1
20.	Physical and Environmental Security		4
21.	Detailed Training Plan		1
C. Technical Presentation			10

Note: - In case of consortium, Roles & Responsibilities of each partner has to be mentioned clearly in the implementation plan.

The financial bids of only those bidders will be opened and considered who have scored at least 70 marks of the sum of the maximum marks specified for all the above mentioned attributes in the technical bid evaluation process.

6.18.3 Opening and Comparison of Financial Bids

The Financial Bids will be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of Bidder, Bid Prices, Discount, etc. will be announced at the meeting.

The commercial scores will be calculated as

$$F_n = F_{min} / F_b * 100$$

Where

F_n = Normalized financial score of the bidder under consideration

F_b = Evaluated cost for the bidder under consideration

F_{min} = Minimum evaluated cost for any bidder

6.18.4 Evaluation of Bid - Final Evaluation

The overall score will be calculated as follows:-

$$B_n = 0.6 * T_n + 0.4 * F_n$$

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

After completion of final evaluation process if client find there are more than one bidder scoring equal points, bidders will go in for negotiation offer with the client and the Negotiation may be called for techno-commercial negotiations.

During the negotiations a revised Commercial Bid will be taken from the representative of the Bidder by way of sealed bids. This revised offer will replace/supersede the earlier Commercial Bids, provided that the original offer (i.e. Commercial) will not be allowed to be changed to the detriment of the Client, as far as rates of every individual item & terms/ conditions are concerned. **Therefore, the Bidders are advised to send sufficiently senior representatives (who can take spot decisions) for negotiations.**

6.19 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.

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- If there is a discrepancy between words and figures, the amount in words shall prevail.
- If the bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

6.20 Contacting the Client

6.20.1 Contact by Writing

No bidder shall contact the Client 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 the Client, it should be done in writing.

6.20.2 Rejection of Bid

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

6.21 Client's Right to Vary Scope of Contract at the time of Award

- The Client may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified.
- If any such change causes an increase or decrease in the cost of or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within fifteen (15) days from the date of the Bidder's receipt of the Client's changed order.

6.22 Client's Right to Accept Any Bid and to reject any / or All Bids

- The Client reserves the right to accept any bid and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Client's action.
- The Client reserves the right to negotiate the commercials with the selected Bidder and seek revised commercial bid.

6.23 Notification of Award

6.23.1 Notification to Bidder

Before the expiry of the period of validity of the proposal, the Client 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 award and shall send his acceptance to enter into agreement within seven (7) days of receiving the notification.

6.23.2 Signing of Contract

The notification of the award 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 the Client will send the successful Bidder the Performa 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 the Client.

6.23.3 Discharge of Bid Security

Upon the successful signing of the agreement, Client shall promptly request the Bidder to provide performance guarantee pursuant to Section 6.24. On receipt of the performance guarantee, the bid security of all bidders will be released.

6.23.4 Expenses for the Contract

The incidental expenses of execution of agreement / contract shall be borne by the successful bidder.

6.23.5 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 the Client with such penalties as specified in the RFP document and the Agreement.

6.24 Bank Guarantee for Contract Performance

- Within 14 days of the receipt of notification of award from the Client, the successful Bidder shall furnish the performance security in accordance with the Terms & Conditions of Contract, in the Contract Performance Guarantee Bond prescribed at ***Volume I, Annexure 4 – Performa of Bank Guarantee towards Performance Security.***
- 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 the Client gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by the successful Bidder.

6.25 Confidentiality of the Document

This Tender Document is confidential and the Client shall ensure that anything contained in this Tender Document shall not be disclosed in any manner, whatsoever.

6.26 Rejection Criteria

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

6.26.1 Pre Qualification Rejection Criteria

- Bids submitted without or improper EMD.
- Bids, which do not confirm unconditional validity of the bid as, prescribed in the Tender.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.
- Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
- Bids received by the Client 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.

6.26.2 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.
- 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 Specifications and General Terms & conditions as stated in the RFP Documents.
- The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
- If the bid does not confirm to the timelines indicated in the bid.
- Any sort of Conditional bid

6.26.3 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.
- The bids having any hidden costs or conditional costs.
- To ensure a reasonable and realistic ratio of CAPEX and OPEX: a bid may be liable to be rejected after scrutiny if total CAPEX happens to be more than 50% of the overall bid value.

6.27 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. The Client will not take responsibility towards this. However, Client may provide necessary assistance, wherever possible, in this regard.

6.28 Income Tax Liability

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

SECTION – VII

General Conditions

of Contract

7 Section VII - General Conditions of the Contract

This CONTRACT is made and entered into on thisday of by and between **MIT**, (hereinafter referred to as “Meghalaya Information Technology Society” which expression shall include its successors, administrators, executors and assignees) on the one part and M/s, a company registered under the companies Act with its Registered office at referred to as the “IMPLEMENTATION AGENCY” (which expression shall include its successors, administrators, executors and permitted assignees) on the other part.

Whereas **MIT** is desirous of (description of services) for carrying out **MIT** operations conforming to specifications as set forth in the Scope of Work at Volume I, Section III..

And Whereas the DCO represents that it has the necessary experience for carrying out **MIT** operations as referred to herein and has submitted a bid for providing the required services against **Government of Meghalaya** Tender No..... all in accordance with the terms and conditions set forth herein and any other reasonable requirements of the **MIT** from time to time.

And Whereas **MIT** has accepted the bid of the DCO and has placed Fax order / Letter of Intent /Notification of Award vide its letter dated.... On the IMPLEMENTATION AGENCY.

Now it is hereby agreed to by and between the parties as under:

7.1 Definitions:

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

7.1.1 “**Business Day**” means any day that is not a Sunday or a public holiday (as per the official holidays observed by **Government of Meghalaya**

7.1.2 “**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:

- is by its nature confidential or by the circumstances in which it is disclosed 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

7.1.3 **“Contract”** means the Agreement entered into between the **MIT** and the “Implementation Agency” as recorded in the Contract form signed by the **MIT** and the “Implementation Agency” 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;

7.1.4 **“Implementation Agency’s Representative”** means the person or the persons appointed by the DCO from time to time to act on its behalf for overall co-ordination, supervision and project management.

7.1.5 **“Commissioning of Data Centre”** means **the Data Centre site preparation, supply and installation of the required Physical & IT components**, making the site available to **MIT** for carrying out live Operations and getting the acceptance of the same from the **MIT**.

7.1.6 **“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.

7.1.7 **“Effective Date”** means the date on which this Contract is signed and executed by the parties hereto. If this 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;

7.1.8 **“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;

7.1.9 “**Kick Off Meeting**” means a meeting convened by the **MIT**S to discuss and finalize the work execution plan and procedures with Implementation Agency.

7.1.10 The “**DCO** ” means the company with whom the order has been placed for providing Services as specified in this tender/contract and shall be deemed to include the Implementation Agency's successors, representatives (approved by the **MIT**S), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.

7.1.11 “**Data Center Operator Team**” means the successful Bidder who has to provide services to the **MIT**S under the scope of this Tender / Contract. This definition shall also include any and/or all of the employees of Bidder, their authorized agents and representatives and approved Sub Implementation Agencies or other personnel employed or engaged either directly or indirectly by the DCO for the purposes of the Contract.

7.1.12 “**Parties**” means the **MIT**S and the DCO and “**Party**” means either of the Parties;

7.1.13 “**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, maintenance, provision of technical assistance and other such obligations of the DCO covered under the Contract.

7.1.14 “**Service Specification**” means and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as applicable and specified in the Contract) as well as those specifications relating to Industry standards and codes applicable to the performance of the work, work performance quality and the specifications affecting the works or any additional specification required to be produced by the DCO to meet the design criteria.

7.1.15 “**Site**” means the Data Centre space, NOC Area, Staging Area, Media and Accessories Room and other allied areas as approved by the **MIT**S for the purposes of

the contract wherein the operations/services/facilities as specified in the scope of work are to be provided/carried out

7.1.16 “**Sub-Implementation Agency**” means any person or persons or firm/company or their legal representatives, successors, assignees to which part of the contract has been outsourced by the DCO after necessary consent of **MIT S**.

7.1.17 “The **Contract Price/Value**” means the price payable to the DCO under the Contract for the full and proper performance of its contractual obligations;

7.1.18 “**MIT S**” shall mean **Government of Meghalaya**, India and shall include its legal representatives, successors and permitted assignees.

7.1.19 “**Meghalaya State Govt Representative**” shall mean the person appointed by the **MIT S** from time to time to act on its behalf at the site for overall coordination, supervision and project management at site.

7.2 Interpretation

In this Contract unless a contrary intention is evident:

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

7.2.2 Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;

7.2.3 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;

7.2.4 A word in the singular includes the plural and a word in the plural includes the singular;

7.2.5 A word importing a gender includes any other gender;

7.2.6 A reference to a person includes a partnership and a body corporate;

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7.2.7 A reference to legislation includes legislation repealing, replacing or amending that legislation;

7.2.8 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.

7.2.9 In the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.

7.3 Conditions Precedent

This Contract is subject to the fulfillment of the following conditions precedent by the Implementation Agency.

7.3.1 Furnishing of an unconditional and irrevocable and continuing Bank Guarantee (Refer Clause 7.7) which would remain valid until such time and be renewable as may be stipulated by the Client.

7.3.1.1 Execution of a Deed of Indemnity in terms of Clause 7.17 of this Contract.

7.3.1.2 Obtaining of all statutory and other approvals required for the performance of the Services under this Contract.

7.3.1.3 Where the designated DCO is a subsidiary of a company or a member of a group of companies or is a joint venture company or is special purpose vehicle (SPV) [formed to execute the obligations under this Contract] and where the Client may specify (on account of the Implementation Agency's failure to fulfill all selection criteria specified in the Tender), the parent or flagship company/ majority shareholder of such DCO having furnished an unconditional, irrevocable and continuing bank guarantee of an amount equivalent to **Rs ____/-** on behalf of the DCO in a form and manner acceptable to the Client which would remain valid until such time, beyond the term of the Contract, as may be stipulated by the Client.

7.3.2 The Client reserves the right to waive any or all of the conditions specified in section 7.3.1.

7.4 Representations & Warranties

In order to induce the Client to enter into this Contract, the DCO hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination here of the following:

7.4.1 That the DCO has the requisite experience in providing Data Centre site preparation and maintenance services, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully provide the Services sought by the Client for the purposes of this Contract.

7.4.2 That the DCO 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.

7.4.3 That the representations and warranties made by the DCO 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 Client specifies to the contrary, the DCO shall be bound by all the terms of the Bid and the contract through the term of the contract.

7.4.4 That the DCO 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.

7.4.5 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.

7.4.6 That the DCO shall use such assets of the Client as the Client may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The DCO 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.

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- 7.4.7 That the DCO 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 Client indemnified in relation thereto.
- 7.4.8 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.
- 7.4.9 That all conditions precedent under the Contract has been satisfied.
- 7.4.10 That neither the execution and delivery by the DCO 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 DCO 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.
- 7.4.11 That the DCO 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 DCO which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
- 7.4.12 That the DCO owns, license to use or otherwise has the right to use, in all its Intellectual Property Rights, which are required or desirable for performance of its services under this contract and regarding the same the DCO does not, so far as the DCO is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person or third party. So far as the DCO is aware, none of the Intellectual Property Rights, owned or enjoyed by the DCO or which the DCO 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 DCO is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the DCO by any person. All Intellectual Property Rights (owned by the DCO or which the DCO is licensed to use) required by the DCO for

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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 Client indemnified in relation thereto.

7.4.13 That time is the essence of the Contract and hence the DCO shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workmanlike manner on a timely basis.

7.4.14 That its security measures, policies and procedures are adequate to protect and maintain the confidentiality of the Confidential Information.

7.4.15 That in providing the Services or deliverables or materials, neither DCO 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.

7.5 Scope of work/contract

7.5.1 Scope of the CONTRACT shall be as defined in this CONTRACT, Scope of work including specifications and drawings and the Service level agreement and annexes thereto of this tender.

7.5.2 Client has engaged the DCO for design, site preparation, supply, installation, maintenance and operations of physical and IT infrastructure for the establishment of State Data Centre at Meghalaya. The DCO is required to provide such services, support and infrastructure as necessary during the term of this Contract and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the Tender and this Contract and are deemed necessary by the Client in order to meet its business requirements (hereinafter 'scope of work').

7.5.3 If any services, functions or responsibilities not specifically described in this Contract are an inherent, necessary or customary part of the Services are required for proper performance or provision of the Services in accordance with this Contract, they shall be deemed to be included within the scope of the work to be delivered for the Charges, as if such services, functions or responsibilities were specifically described in this Contract.

7.5.4 The Client reserves the right to amend any of the terms and conditions with mutual agreement in relation to the Scope of Work and may issue any such directions

which are not necessarily stipulated therein if it deems necessary for the fulfillment of the Scope of Work pursuant to Clause 7.21.

7.6 Duration of the contract

The CONTRACT shall remain valid for a period of 5 (five) years from the date of signing of contract or 5 (five) years from the date of acceptance of the Meghalaya State Data Center whichever is later and shall remain effective during both the Implementation period and the Operational and Maintenance period.

7.7 Contract Performance Guarantee

Within 14 (fourteen) days after the receipt of notification of award of the Contract from the Client the successful Bidder shall furnish Contract Performance Guarantee to the Client 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 Bank in the Performa given at Volume I, Annexure 4.

7.8 DCO Obligations

7.8.1 The DCO would be required to develop, maintain and manage the proposed Meghalaya State Data Centre facilities. It will be the DCO's responsibility to ensure compliance to the requirements of the Meghalaya SDC and continued operation of the Data Centre in accordance with and in strict adherence to the terms of this Bid, the Tender and this Contract.

7.8.2 In addition to the aforementioned, the DCO shall:

7.8.2.1 Perform the Services specified by the Client and make available the necessary equipment / facilities / services/documents as may be necessary and other 'Scope of work' requirements as specified in the tender and changes thereof.

7.8.2.2 The DCO shall ensure that the his team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The DCO shall ensure that the Services are performed in accordance with the terms hereof and to the satisfaction of the Client. Nothing in this Contract relieves the DCO from its liabilities or obligations under this Contract to provide the Services in accordance with the Client directions and requirements and as stated in this Contract and the

Bid to the extent accepted by the Client and the DCO 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.

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

7.8.4 Reporting Progress:

7.8.4.1 DCO shall monitor progress of all the activities specified in the contract and submit free of cost weekly/ monthly/(as required by the client) progress report about various aspect of the work to the Client. The Client 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.

7.8.4.2 The Data Centre facilities / services and/or labour to be provided by the DCO under the Contract and the manner and speed of execution and maintenance of the work are to be conducted in a manner to the satisfaction of Client's Representative in accordance with the Contract. Should the rate of progress of the work compliance to the requirements of the Data Centre/its facilities or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works or insufficient for satisfactory operation of the Data Centre the Client's Representative shall so notify the DCO in writing.

7.8.4.3 The DCO 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 DCO shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Client or Client's Representative that the actual progress of work does not conform to the approved programme the DCO shall produce at the request of the Client'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

7.8.4.4 In case during the site preparation of the proposed Data Centre the progress falls behind schedule or does not meet the desired requirements, DCO shall deploy extra manpower, resources, infrastructure to make up the progress or to meet the requirements. Programme for deployment of extra man power/ resources/ infrastructure will be submitted to the Client for its review and approval, which approval shall not be unreasonably withheld. All time and cost effect in this respect shall be borne by the DCO unless otherwise expressly provided in the Contract.

7.8.5 Knowledge of Site Conditions:

7.8.5.1 The DCO's undertaking of this Contract shall be deemed to mean that the DCO possesses the knowledge of all Meghalaya State Data Centre related requirements as stipulated in the RFP Document including but not limited to environmental, demographic and physical conditions and all criteria required to meet the design of the Meghalaya State Data Centre.

7.8.5.2 The DCO shall be deemed to have understood the requirements and have satisfied himself with the data contained in the Bidding Documents, the quantities and nature of the works and materials necessary for the completion of the works, etc. and in-general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it. However, if during the process of site preparation and installation of the equipment at the Data Centre, as required by Client, DCO detects any obstructions affecting the work, the DCO shall take all measures to overcome them.

7.8.5.3 DCO shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price for the works. The consideration provided in the Contract for the DCO undertaking the works shall cover all the Implementation Agency's obligation and all matters and things necessary for proper execution and maintenance of the works in accordance with the Contract and for complying with any instructions which the Client's Representative may issue in accordance with the connection therewith and of any proper and reasonable measures which the DCO takes in the absence of specific instructions from the Client's Representative.

7.9 Data Centre Operator Team

7.9.1 The DCO shall supply to the Client 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 DCO for execution of the work/facilities including the identities and Curriculum-Vitae of the key personnel to be deployed. The DCO shall promptly inform the Client in writing of any revision or alteration of such organization charts.

7.9.2 The DCO 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.

7.9.3 The DCO 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.

7.9.4 The Client appointed representative may at any time object to and require the DCO to remove forthwith from the site a supervisor or any other authorized representative or employee of the DCO or any person(s) deployed by DCO or his sub-Implementation Agency, if in the opinion of the Client's Representative the person in question has mis-conducted himself or his deployment is otherwise considered undesirable by the Client's Representative the DCO shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of the Client's Representative.

7.9.5 The Client's Representative may at any time request the DCO to remove from the work / Site the DCO's employees/supervisor or any other authorized representative

including any employee of the DCO or his sub-Agency or any person(s) deployed by DCO or his sub-Agency for professional incompetence or negligence or for being deployed for work for which he is not suited. The DCO shall consider the representative's request and may accede to or disregard it. The Client's Representative having made a request as aforesaid in the case of any person which the DCO 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 DCO to remove that person from deployment on the work which the DCO 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 Client's Representative.

7.9.6 The Client Representative shall state to the DCO in writing his reasons for any request or requirement pursuant to this clause.

7.9.7 The DCO 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.

7.9.8 In case of change in its team composition owing to attrition the DCO 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.

7.10 Statutory Requirements

7.10.1 During the tenure of this Contract nothing shall be done by the DCO in contravention of any law, Act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, Direct and Indirect Taxes, foreign exchange etc. made by the Government of India or State and shall keep Client indemnified in this regard.

7.10.2 The DCO and their personnel/representative shall not alter / change / replace any hardware component proprietary to the Client and/or under warranty or AMC of third party without prior consent of the Client.

7.10.3 The DCO and their personnel/representative shall not without consent of the Client install any hardware or software not purchased / owned by the Client.

7.11 Contract administration

7.11.1 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:

7.11.1.1 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

7.11.1.2 Bind his or her Party in relation to any matter arising out of or in connection with this Contract.

7.11.2 The DCO along with the members of Sub-Implementation Agency/ third party shall be bound by all undertakings and representations made by the authorized representative of the DCO and any covenants stipulated hereunder with respect to this Contract for and on their behalf.

7.11.3 For the purpose of execution or performance of the obligations under this Contract the Client's Representative would act as an interface with the nominated representative of the Implementation Agency. The DCO shall comply with any instructions that are given by the Client'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.

7.11.4 A Committee comprising of representatives from the Client and the DCO shall meet on a quarterly basis to discuss any issues / bottlenecks being encountered. The DCO shall draw the minutes of these meetings and circulate to the Client.

7.12 Right of Monitoring, Inspection and Periodic Audit

7.12.1 The Client reserves the right to inspect and monitor/assess the progress/performance/maintenance of the Data Centre at any time during the course of the Contract. The Client may demand any document, report, register or any Information and upon such demand being made the Client shall be provided

with any document, data, material or any other information which it may require to enable it to assess the progress of the project.

7.12.2 The Client shall also have the right to conduct, either itself or through another 3rd party agency as it may deem fit, an audit to monitor the performance by the DCO of its obligations/functions in accordance with the standards committed to or required by the Client and the DCO undertakes to cooperate with and provide to the Client/ any other DCO appointed by the Client, 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 DCO failing which the Client may without prejudice to any other rights that it may have issue a notice of default.

7.13 Client's Obligations

7.13.1 The Client's Representative shall interface with the DCO to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Client 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 Client is proper and necessary.

7.13.2 Client shall ensure that timely approval is provided to the Implementation Agency, 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.

7.13.3 The Client shall approve all such documents as per Clause 7.13.2.

7.14 Information Security

7.14.1 The DCO 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 Client, out of Data Centre premises without prior written permission from the Client.

7.14.2 The DCO shall adhere to the Information Security policy developed by the Client.

7.14.3 DCO acknowledges that Client business data and other Client proprietary information or materials, whether developed by Client or being used by Client pursuant to a license agreement with a third party (the foregoing collectively referred to herein as “proprietary information”) are confidential and proprietary to Client and DCO 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 DCO to protect its own proprietary information. DCO recognizes that the goodwill of Client depends, among other things, upon DCO keeping such proprietary information confidential and that unauthorized disclosure of the same by DCO could damage Client and that by reason of Implementation Agency’s duties hereunder. DCO may come into possession of such proprietary information even though DCO 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. DCO shall use such information only for the purpose of performing the said services.

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

7.15 Ownership of Equipment

The Client shall own the equipment and data centre infrastructure supplied by the DCO arising out of or in connection with this Contract.

7.16 Underwriting of Risk and its mitigation

7.16.1 DCO shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the DCO under this CONTRACT. DCO shall underwrite all the risk related to its personnel deputed under this CONTRACT as well as IMPLEMENTATION AGENCY’s equipment, tools and any other belongings of the DCO or their personnel during the entire period of their engagement in connection with this CONTRACT and take the essential step to reduce and mitigate the risk. State Government will have no liability on this account.

7.16.2 Notwithstanding anything contained in any provision of this CONTRACT, State Government shall defend, indemnify and hold DCO harmless from and against any losses, damages, cost or claims relating to State Government’s existing

property except in case of gross negligence or willful misconduct of the DCO, its sub-DCO their agents or employees, in which case the DCO shall be liable to bear loss or damage occurring to the property of the State Government as a result of its gross negligence or willful misconduct, provided however that such liability shall be limited to the CONTRACT Price.

“Gross Negligence” means: any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause or which was in reckless disregard of or wanton indifference to avoidable and harmful consequences such person or entity knew or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property, **“willful misconduct”** means: “intentional disregard of good and prudent standards of performance or proper conduct under the CONTRACT with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

7.17 Indemnity

- 7.17.1 The DCO shall execute and furnish to the Client a Deed of Indemnity in favour of the Client in a form and manner acceptable to the Client, indemnifying the Client 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 alias during and after the Contract period out of:
- 7.17.2 Any negligence or wrongful act or omission by the DCO or it's Team or any sub-Implementation Agency/ third party in connection with or incidental to this Contract; or
- 7.12.3 Any breach of any of the terms of the DCO's Bid as agreed, the Tender and this Contract by the DCO, the DCO's Team or any sub-Implementation Agency/ third party.
- 7.12.4 The indemnity shall be to the extent of 100% in favour of the Client.

7.18 Confidentiality

- 7.18.1 The DCO shall not use Confidential Information (CCTV records, Biometric Records etc), the name or the logo of the Client except for the purposes of providing the Service as specified under this contract;
- 7.18.2 The DCO may only disclose Confidential Information in the following circumstances:
 - 7.18.2.1 with the prior written consent of the Client.

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7.18.2.2 To a member of the Implementation Agency's Team ("Authorized Person") if:

7.18.2.2.1 The Authorized Person needs the Confidential Information for the performance of obligations under this contract;

7.18.2.2.2 The Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract

7.18.3 The DCO shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the members of the sub-Implementation Agency and other service provider's team members to the satisfaction of the Client.

7.18.4 The DCO shall sign a Non Disclosure Agreement (NDA) with the Client. The Implementation Agency, its antecedents and the sub-Implementation Agency shall be bound by the NDA. The DCO will be held responsible for any breach of the NDA by its antecedents, delegates or sub-Implementation Agency. If required separate NDA shall be signed by the Sub Agency and employees of DCO or Sub Agency

7.18.5 The DCO shall notify the Client promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of the Client.

7.18.6 The DCO shall be liable to fully recompense the Client for any loss of revenue arising from breach of confidentiality. The Client reserves the right to adopt legal proceedings, civil or criminal, against the DCO in relation to a dispute arising out of breach of obligation by the DCO under this clause.

This NDA shall prevail during the tenure of contract and after the expiration of contract also

7.19 Term and Extension of the Contract

7.19.1 The term of this Contract shall be initially for a period of five years from the date of the site acceptance and start of live operations of the Data Centre. Initial Period for establishment cum implementation shall also be part of this contract.

7.19.2 The Client shall reserve the sole right to grant any extension to the term abovementioned and shall notify in writing to the Implementation Agency at least

6 months before the expiration of the Term hereof, whether it will grant the DCO an extension of the Term. The decision to grant or refuse the extension shall be at the Client's discretion.

7.19.3 Where the Client is of the view that no further extension of the term be granted to the DCO, the Client shall notify the DCO of its decision at least 6 (six) months prior to the expiry of the Term. Upon receipt of such notice, the DCO shall continue to perform all its obligations hereunder until such reasonable time beyond the Term of the Contract within which the Client shall either appoint an alternative Implementation Agency/service provider or create its own infrastructure to operate such Services as are provided under this Contract.

7.20 Prices

7.20.1 Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of contract. Client however reserves the right to review and negotiate the charges payable for the Data Centre Infrastructure, its Facilities, Maintenance and Management at the beginning of the each year or at any time at the request of Client which ever is earlier to incorporate downward revisions as applicable and necessary.

7.20.2 If at any time during the period of contract, the DCO offers services similar in nature to any other customer at prices lower than those chargeable under this contract; he shall notify the same to the Client and extend such reduced prices to the Client with immediate effect.

7.21 Change Orders/Alteration/Variation

The DCO agrees that the Data Centre requirements given in specifications of the Bidding Documents are minimum requirements and are in no way exhaustive and guaranteed by the Client. It shall be the responsibility of the DCO to meet all the requirements of Design criteria contained in the Bidding Documents and any upward revisions and/or additions of quantities, specifications, sizes given in Specifications and drawings etc. of the Bidding Documents required to be made during commissioning of Data Centre 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 Client. Further upward revisions and or additions required to make Implementation Agency's selected Data Centre space, facilities, equipment and installation procedures to meet Bidding Documents requirements expressed and to make entire facilities safe, operable and as

per specified codes and standards shall not constitute a change order and shall be carried out without any time and cost effect to Client. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification and Drawings etc. of the Bidding Documents which the DCO had not brought out to the Client notice in his tender shall not constitute a change order and such upward revisions and/or addition shall be carried out by DCO without any time and cost effect to Client.

7.21.1 Change Order

7.21.1.1 The change order will be initiated only in case (i) the Client directs in writing the DCO 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, (ii) DCO 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 Client and for which cost and time benefits shall be passed on to the Client, (iii) the Client directs in writing the DCO to incorporate changes or additions to the Design Criteria requirements already covered in the Contract.

7.21.1.2 Any changes required by the Client over and above the minimum requirements given in the specifications and drawings etc. included in the Bidding Documents before giving its approval to detailed design or Engineering for complying with design criteria and changes required to ensure systems compatibility and reliability for safe (As per codes, standards and recommended practices referred in the Bidding Documents) and trouble free operation shall not be construed to be change in the Scope of work under the Contract.

7.21.1.3 Any change order as stated in Clause 7.21.1.1 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.

7.21.1.4 If there is a different of opinion between the DCO and Client's Representative whether a particular work or part of the work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in Clause 7.2.1.2.

7.21.1.5 Within ten (10) working days of receiving the comments from the Client or the drawings, specification, purchase requisitions and other documents submitted by the DCO for approval, the DCO shall respond in writing which item(s) of the Comments is/are potential changes(s) in the “**Scope of work**” at Section IV of the Volume I of the tender document covered in the Contract and shall advise a date by which change order (if applicable) will be submitted to the Client.

7.21.2 Procedures for Change Order

7.21.2.1 During detailed Engineering and subsequently, if the DCO 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 Client, while approving the specifications, calculations, purchase requisitions, other documents etc. he would verbally discuss the matter with Client’s Representative.

7.21.2.2 In case such requirement arises from the side of the Implementation Agency, he would also verbally discuss the matter with Client’s Representative giving reasons thereof.

7.21.2.3 In either of the two cases as explained in Clause 7.21.3.1 and 7.21.3.2 above, 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.

7.21.2.4 If it is mutually agreed that such Requirement constitutes a “Change Order” then a joint memorandum will be prepared and signed by the DCO and Client to confirm a “Change Order” and basic ideas of necessary agreed arrangement.

7.21.2.5 Upon completion of the study referred to above under Clause 7.21.3.4, 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 Client to enable the Client to give a final decision whether DCO should proceed with the change order or not in the best interest of the works. The estimated cost and time impact indicated by DCO 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 DCO fails to submit all necessary substantiation/calculations and back up documents, the decision of the Client regarding time and cost impact shall be final and binding on the Implementation Agency.

7.21.2.6 If Client accepts the implementation of the change order under Clause 7.21.3.5 above in writing, which would be considered as change order then DCO 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.

7.21.2.7 In case, mutual agreement whether new requirement constitutes the change order or not, is not reached, then DCO in the interest of the works shall take up the implementation of the work, if advised in writing to do so by Client's Representative pending settlement between the two parties to the effect whether such requirement constitutes a change order or not as per the terms and conditions of Contract documents. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a change order, the same shall be compensated taking into account the records kept in accordance with the Contract.

7.21.2.8 The DCO shall submit necessary back up documents for the change order showing the break-up of the various elements (e.g. Data Centre Space facilities provisioning, Engineering, Procurement, Development, Installation etc.) constituting the change order for the Client review. If no agreement is reached between the Client and DCO within 60 days after Client instruction in writing to carry out the change concerning the increase or decrease in the Contract price and all other matters described above, either party may refer the dispute to arbitration.

7.21.3 Change of Size/Quantities

The Client will have the option to increase or decrease the size of the dedicated and exclusive Data Centre space as well as the Non-Data Centre space and the related quantities of equipment/material to be provisioned by the DCO as mentioned in the Contract at any time before work is initiated at the site, provided that such increase or decrease shall not exceed twenty five percent (25%) of the total Contract Price. In case the change required by the Client exceeds 25% of the total Contract Price, the said change would be subject to the DCO providing his written consent to the Client request.

7.21.4 Conditions for extra work/change order

7.21.4.1 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 in terms of provisions set forth in Clause 7.21.2 through 7.21.4 above. The Implementation Agency's obligations with respect to such work remain in accordance with the Contract.

7.21.4.2 The rates provided by the DCO as part of its commercial quote will be considered as benchmark rates for placing change orders, if any.

7.22 Suspension of Work

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

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

7.23 Completion of Contract

7.23.1 Unless terminated earlier, pursuant to Clauses 7.4, 7.15, 7.18 the Contract shall terminate on the completion of term as specified in the Contract and only after

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the obligations mentioned in Clause 7.29 are fulfilled to the satisfaction of the Client.

7.23.2 Special Conditions of Contract:

7.23.2.1 Amendments of and Supplements to Clauses in the General Conditions of Contract.

7.24 Payment Schedule

7.24.1 The fee amount will be equal to the amount specified in **Volume I, Section X – 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:

S. No	Payment Schedule	Fee Payable	Remarks
1.	Mobilization advance.	20% of the CAPEX	Payable against Bank Guarantee (10% Contract Value) Validity of the BG shall be for entire contract period.
2.	On Deliver and successful installation and integration of all the equipments	30% of the CAPEX	
3.	On successful final acceptance test	40% of the CAPEX	Remaining 10 % of the CAPEX will be distributed into 20 installments and paid quarterly during the operation phase.
4.	Operations and Management for 5 years payable quarterly	5% (per quarter) of the OPEX	

**10 % of CAPEX amount will be paid on 20 equally distributed quarterly payment.

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7.24.2 All Payments shall be made in Indian Rupees Only and will be subject to provisions of Clauses 7.30 and 7.31.

7.24.3 DCO shall be submitting the invoices quadruplet form for the respective payment.

7.24.4 The DCO should provide support and maintenance for the Meghalaya SDC for the period 5 years from the date of Final acceptance testing by the Client.

7.24.5 The DCO request for payment shall be made at the end of each quarter by invoices along with following supporting documents:

- Performance statistics of services provided by DCO for the particular quarter
- Any other document necessary in support of the service performance acceptable to MSDC project

7.24.6 The Client or any Third Party Agency (TPA) appointed by Client shall verify all the supporting documents as prescribed and acceptable to Client. On receipt of such invoice after verification by the Third Party Agency (TPA) and after deducting Income Tax, other taxes and any Penalties, Client / department shall pay the amount within a period of 45 days.

7.24.7 DCO shall have to give an access of EMS console and /or Helpdesk Console and /or reporting tools (Availability and Performance) to the Client or its designated agency such as TPA during the entire contract period as and when required. This will be required for the purpose of service level and other operational requirements related to payment and project obligations.

7.25 Events of Default by the DCO

7.25.1 The failure on the part of the DCO 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 DCO. The events of default as mentioned above may include inter alia the following:

7.25.1.1 The DCO has failed to perform any instructions or directives issued by the Client which it deems proper and necessary to execute the scope of work under the Contract or

- 7.25.1.2 The DCO has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures / Contract or if the DCO has fallen short of matching such standards/targets as the Client 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 DCO may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by the Client.
- 7.25.1.3 the DCO has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the Client despite being served with a default notice which laid down the specific deviance on the part of the DCO to comply with any stipulations or standards as laid down by the Client or
- 7.25.1.4 the DCO / DCO'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 the Client during the term of this Contract and which the Client deems proper and necessary for the execution of the scope of work under this Contract
- 7.25.1.5 The DCO 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
- 7.25.1.6 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 DCO.
- 7.25.1.7 The DCO / DCO's Team has failed to comply with or is in breach or contravention of any applicable laws.
- 7.25.2 Where there has been an occurrence of such defaults inter alia as stated above, the Client shall issue a notice of default to the DCO, setting out specific defaults / deviances / omissions and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.
- 7.25.3 Where despite the issuance of a default notice to the DCO by the Client the DCO fails to remedy the default to the satisfaction of the Implementation Agency, the

Client may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Client.

7.26 Consequences in Event of Default

7.26.1 Where an Event of Default subsists or remains uncured the Client may/shall be entitled to:

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

7.26.2 The Client may by a written notice of suspension to the Implementation Agency, suspend all payments to the DCO under the Contract provided that such notice of suspension:

7.26.2.1 Shall specify the nature of the failure and

7.26.2.2 Shall request the DCO to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Client.

7.26.3 Where the Client deems necessary it shall have the right to require replacement of any of the Implementation Agency's sub-contractors / vendors with another suitable member. The DCO shall in such case terminate forthwith all their agreements/contracts other arrangements with such member and find of the suitable replacement for such outgoing member with another member to the satisfaction of the Client who shall execute such Contracts with the Client as the Client may require. Failure on the part of the DCO to find a suitable replacement and/or terminate all agreements/contracts with such member shall amount to a breach of the terms hereof and the Client in addition to all other rights, have the right to claim damages and recover from the DCO all losses/ or other damages that may have resulted from such failure.

7.27 Terminate the Contract

- 7.27.1 Retain such amounts from the payment due and payable by the Client to the DCO as may be required to offset any losses caused to the Client as a result of such event of default and the DCO shall compensate the Client for any such loss, damages or other costs, incurred by the Client in this regard. Nothing herein shall effect the continued obligation of the sub DCO / 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.
- 7.27.2 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 DCO may have resulted from such default and pursue such other rights and/or remedies that may be available to the Client under law.

7.28 Termination

- 7.28.1 The Client may terminate this Contract in whole or in part by giving the DCO prior and written notice indicating its intention to terminate the Contract under the following circumstances:
- 7.28.1.1 Where the Client is of the opinion that there has been such Event of Default on the part of the DCO which would make it proper and necessary to terminate this Contract and may include failure on the part of the DCO to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract.
- 7.28.1.2 Where it comes to the Client's attention that the DCO (or the Implementation Agency's Team) is in a position of actual conflict of interest with the interests of the Client in relation to any of terms of the Implementation Agency's Bid, the Tender or this Contract
- 7.28.1.3 Where the DCO'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 DCO, any failure by the DCO to pay any of its dues to its creditors, the institution of any winding up proceedings against the DCO or the happening of any such events that are adverse to the commercial viability of the DCO. In the event of the happening of any events of the above nature, the Client 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

7.28.1.4 Termination for Insolvency: The Client may at any time terminate the Contract by giving written notice to the DCO without compensation to the Implementation Agency, if the DCO 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 Client.

7.28.1.5 Termination for Convenience: The Client may by prior written notice sent to the DCO at least 6 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 Client convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

7.28.2 The DCO may subject to approval by the Client, terminate this Contract before the expiry of the term by giving the Client a prior and written notice at least 12 months in advance indicating its intention to terminate the Contract.

7.29 Consequences of Termination

7.29.1. In the event of termination of this contract due to any cause whatsoever the DCO shall be blacklisted and the empanelment with stand cancelled effective from the date of termination of this contract.

7.29.2. In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated Term of the Contract or otherwise] the Client shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the DCO shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach and further allow and provide all such assistance to the Client and/or the successor Implementation Agency/service provider, as may be required to takeover the obligations of the erstwhile DCO in relation to the execution/continued execution of the scope of this Contract.

7.29.3. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the DCO or due to the fact that the survival of the DCO as an independent corporate entity is threatened/has ceased or for any other reason whatsoever the Client through unilateral re-determination of the consideration payable to the DCO shall pay the DCO for that part of the Services which have been authorized by the Client and satisfactorily performed by the DCO up to the date of termination. Without prejudice any other rights the Client may retain such amounts from the payment due and payable by the Client to the DCO as may be required to offset any losses caused to the Client as a result of any act/omissions of the Implementation Agency. In case of any loss or damage due to default on the part of the DCO in performing any of its obligations with regard to executing the scope of work under this Contract, the DCO shall compensate the Client for any such loss, damages or other costs incurred by the Client. Additionally the sub DCO / other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the collapse of the DCO as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the Client and as may be proper and necessary to execute the scope of work under the Contract in terms of the DCO's Bid, the Tender and this Contract.

7.29.4. Nothing herein shall restrict the right of the Client 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 Client under law.

7.29.5. 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.

7.30 Penalty

Commencement of activities for commissioning of Data Centre facilities and ongoing performance and service levels shall be as per timelines and parameters stipulated by the Client in this contract, failing which the Client may at its discretion impose penalties on the DCO as defined in Volume I, Section V - Service Level Agreement of this RFP document.

7.31 Liquidated Damages

Subject to clause for Force Majeure if the bidder fails to complete the Commissioning of Meghalaya SDC before the scheduled completion date or the extended date or if DCO repudiates the Contract before completion of the Work, the Client at its discretion may without prejudice to any other right or available remedy, may recover 1% per week subject to a maximum of 10% (ten percent) of the project cost from the DCO as Liquidated Damages (LD).

In the case it leads to termination the Client shall give 30 days notice to the DCO of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days notice period the DCO initiates remedial action acceptable to the Client.

The Client may without prejudice to its right to effect recovery by any other method deduct the amount of liquidated damages from any money belonging to the DCO in its hands (which includes the Client's right to claim such amount against DCO's Bank Guarantee) or which may become due to the DCO. Any such recovery or liquidated damages shall not in any way relieve the DCO from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.

7.32 Dispute Resolution

7.32.1 The Client and the DCO 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.

7.32.2 If, after Thirty (30) days from the commencement of such direct informal negotiations, the Client and the DCO 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 Clauses 7.32.3 and 7.32.4.

7.32.3 In the case of a dispute or difference arising between the Client and the DCO 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 Client and the other to be nominated by the DCO 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, New Delhi. The award of the Arbitrators in the event of their not agreeing of the Umpire appointed by them or by the

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Secretary, Indian Council of Arbitration, New Delhi, shall be final and binding on the parties.

7.32.4 The Arbitration and Conciliation Act 1996, the rules thereunder and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.

7.32.5 The venue of arbitration shall be the Shillong (Meghalaya), India.

7.32.6 The Client may terminate this contract by giving a written notice of termination of minimum 30 days to the Implementation Agency, if the DCO fails to comply with any decision reached consequent upon arbitration proceedings pursuant to Clause 7.32.

7.32.7 Continuance of the Contract:

7.32.7.1 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.

7.33 Limitation of the DCO's Liability towards the Client

7.33.1 Except in case of gross negligence or willful misconduct on the part of the DCO or on the part of any person or company acting on behalf of the DCO in carrying out the required Services, the DCO, with respect to damage caused by the DCO to Client's property, shall not be liable to DIT.

7.33.1.1 For any Direct, indirect or consequential loss or for any damage DCO is liable to the extent of total contract value of the project.

7.33.2 This limitation of liability shall not affect the DCO liability, if any, for damage to Third Parties caused by the DCO or any person or firm/company acting on behalf of the DCO in carrying out the Services.

7.34 Conflict of interest

The DCO shall disclose to the Client in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the DCO or the Implementation Agency's

Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

7.35 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.

7.36 Governing Language

The Agreement shall be written in English language. Subject to Clause 7.41.5, such language versions 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.

7.37 “No Claim” Certificate

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

7.38 Publicity

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

7.39 Force Majure

7.39.1 Force Majure 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.

7.39.2 The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majure 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 Client will make the payments due for Services rendered till the occurrence of Force Majure. However, any failure or lapse on the part of the DCO in performing any obligation as is necessary and proper to negate the damage due to projected force Majure 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 Majure, as set out above.

7.39.3 In case of a Force Majure 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 Majure.

7.40 Exit Management

7.40.1 Exit Management Purpose

7.40.1.1 This Schedule sets out the provisions, which will apply on expiry or termination of the SLA, the Project Implementation, Operation and Management SLA.

7.40.1.2 The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

7.40.2 Transfer of Assets

The Successful Bidder shall be entitled to use the Assets for the duration of the exit management period, which shall be the four month period from the date of expiry of contract, or termination of the SLA.

7.40.3 Cooperation and Provision of Information

During the exit management period the Successful Bidder will allow the client access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the client to assess the existing services being delivered.

7.40.4 Confidential Information, Security and Data

The Successful Bidder will promptly on the commencement of the exit management period, supply to the client or its nominated agencies the following:

7.40.4.1 Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to Meghalaya State Data Center, Project's Intellectual Property Rights; any other data and confidential information related to SDC Meghalaya ; All current and updated SDC Project data as is reasonably required for purposes of the SDC Project or for transitioning of the services to its Replacement Successful Bidder in a readily available format.

7.40.4.2 All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the Client and its nominated agencies, or its Replacement Successful Bidder to carry out due diligence in order to transition the provision of the Services to Client or its nominated agencies, or its Replacement Successful Bidder (as the case may be).

7.40.5 Employees

7.40.5.1 Promptly on reasonable request at any time during the exit management period, the Successful Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the client a list of all employees (with job titles and communication address) of the Successful Bidder, dedicated to providing the services at the commencement of the exit management period;

7.40.5.2 To the extent that any Transfer Regulation does not apply to any employee of the DCO, the client or Replacement Successful Bidder may make an offer of employment or contract for services to such employee of the Successful Bidder and the Successful Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the client or any Replacement SDC DCO.

7.40.6 Rights of Access to Information

At any time during the exit management period, the Successful Bidder will be obliged to provide an access of information to the client, and/or any Replacement Successful Bidder in order to make an inventory of the Assets (including hardware / Software /

Active / passive), layouts, diagrams, schematics, documentations, manuals, catalogs, archive data, IP addressing, Live data, policy documents or any other material related to SDC Project.

7.40.7 Exit Management Plan

7.40.7.1 The Successful Bidder shall provide the client 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 SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

- a. A detailed program of the transfer process that could be used in conjunction with a Replacement Successful Bidder 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 DCO, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on DC Project's operations as a result of undertaking the transfer;
- c. Plans for provision of contingent support to SDC Project and Replacement Successful Bidder for a reasonable period after transfer.

7.40.7.2 The Successful Bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

7.40.7.3 Each Exit Management Plan shall be presented by the Successful Bidder to and approved by the client or its nominated agencies.

7.40.7.4 The terms of payment as stated in the Terms of Payment Schedule include the costs of the Successful Bidder complying with its obligations under this Schedule.

7.40.7.5 In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or Scope of Work each Party shall comply with the Exit Management Plan.

7.40.7.6 During the exit management period, the Successful Bidder shall use its best efforts to deliver the services.

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

7.40.7.8 This Exit Management plan shall be furnished in writing to the client or its nominated agencies within 15 days from the Effective Date of this Agreement.

7.41 General

7.41.1 Relationship between the Parties

7.41.1.1 Nothing in this Contract constitutes any fiduciary relationship between the Client and Implementation Agency/Implementation Agency's Team or any relationship of employer employee, principal and agent or partnership, between the Client and Implementation Agency.

7.41.1.2 No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.

7.41.1.3 The Client has no obligations to the Implementation Agency's Team except as agreed under the terms of this Contract.

7.41.2 No Assignment

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

7.41.3 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 Client notifies the DCO of its release from those obligations.

7.41.4 Entire Contract

The terms and conditions 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.

7.41.5 Governing Law

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

7.41.6 Jurisdiction of Courts

The **Guwahati High Court, Shillong Bench** have exclusive jurisdiction to determine any proceeding in relation to this Contract.

7.41.7 Compliance with Laws

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

7.41.8 Notices

A “notice” means:

- i. a notice; or
- ii. a 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 two days after mailing or on the date of delivery if personally delivered:

To Client at:

<<Attn:
[Phone:]
[Fax:]>>

To DCO 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.

7.41.9 Waiver

7.40.9.1 Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

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7.40.9.2 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.

7.40.9.3 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.

7.41.10 Modification

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

7.41.11 Application

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

7.41.12 Sub – Contract

The successful bidder shall provide all services through its own, however if sub contracting is required, it would be allowed only after the formal approval of MITS, furthermore the DCO has to submit the proposed agreement between the sub contractor and the DCO for the approval of MITS.

SECTION – VIII
Formats to Response
to the Tender – Pre
qualification Bid

8 Section VIII - Formats to Response to the Tender – Technical Bid

The Bidders are required to submit a Technical and Commercial Bid in response to this tender. This section provides the outline, content and the formats that the Bidders are required to follow in the preparation of their Technical and Commercial Bids.

8.1 Format 1 – Pre qualification Bid Letter

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

Sir/ Madam,

Subject: Appointment of an Agency for Supply, Installation, Configuration, Operations and Maintenance of physical and IT infrastructure at the State Data Centre, Meghalaya.

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. EARNSET MONEY DEPOSIT (EMD)

We have enclosed an EMD in the form of a <<Demand Draft or BG>> for the sum of Rs. <<xxxxxxxxxxxx>>. This EMD is liable to be forfeited in accordance with the provisions of the *Section VII (Volume I) - General Conditions of the Contract*.

2. CONTRACT PERFORMANCE GUARANTEE BOND

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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 Volume I, Annexure 4 - Performa and as per Section VII - General Conditions of Contract.

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:

8.2 Format 2 - General Information about the Bidder

Details of the Prime Bidder (Company)				
	Name of the Bidder (Prime)			
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)/ TAN			
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 Cr)			
15.	Year	2005-2006	2006-2007	2007-2008
16.	Net Worth			
17.	Turn Over			
18.	PAT			
Details of the members of the Consortium (Please attach consortium Agreement)				

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	Name of the Bidder (member of consortium)			
20.	Address of the Bidder			
21.	Status of the Company (Public Ltd/ Pvt. Ltd)			
22.	Details of Incorporation of the Company			Date:
				Ref. #
23.	Details of Commencement of Business			Date:
				Ref. #
24.	Valid Sales tax registration no.			
25.	Valid Service tax registration no.			
26.	Permanent Account Number (PAN)/ TAN			
27.	Name & Designation of the contact person			
28.	Telephone No. (with STD Code)			
29.	E-Mail of the contact person:			
30.	Fax No. (with STD Code)			
31.	Website			
32.	Financial Details (as per audited Balance Sheets) (in Cr)			
33.	Year	2005-2006	2006-2007	2007-2008
34.	Net Worth			
35.	Turn Over			
36.	PAT			

8.3 Format 3 – Pre qualification Check List

S. No.	Clause	Documents Required	Page No.
1	DD against Tender Paper Cost for amount Rs. 10,000/- (Ten thousand only)	DD No. Bank: Date:	
2	DD or BG against Earnest Money for amount Rs. 40,00,000/- (Forty Lakhs only)	DD No. Bank: Date:	
3	The bidder (prime) should be company registered under the Companies Act, 1956 since last 3 years.	Certificate of incorporation	
4	Bidder (prime) should be an established Information Technology company/IT System Integrator and should have been in the business for a period exceeding three years as on 31.03.2008.	Work Orders confirming year and Area of activity. Memorandum and Articles of Associations should be attached.	
5	The bidder (prime) should have positive net worth turnover of more than Rs. 100 crores for each of the last three Financial Years ending on 31.03.2008	Chartered Accountant certificate for Net-worth Copy of the audited profit & loss account of the company showing turnover of the company for the last three years (upto 31- Mar-08).	
6	Chartered Accountant certificate for Net-worth Copy of the audited profit & loss account of the company showing turnover of the company for the last three years (upto 31- Mar-08).	a) Copy of work order / client certificates. For IDC bidder, certificate from Company Secretary confirming the order value/cost. b) Valid certification	

S. No.	Clause	Documents Required	Page No.
		(IDC bidder shall also submit customer work orders)	
7	<p>The bidder should have experience in providing Facility management services to at least one data center, for the last three years i.e. 2005-2006,2006-2007 & 2007-08 Note:</p> <ul style="list-style-type: none"> • Bidder's in house data centers shall not be considered. • Bidders who have built their own Internet Data Centre (IDC), for commercial use will be considered. 	Copy of work order / client certificates.	
8	The bidder (prime/Consortium partner) should have a CMMI level 5 Certificate.	Valid CMMI Level – 5 certificate needs to be attached.	
9	The bidder (prime) should have ISO 9001:2000 Certificate.	Valid ISO 9001:2000 certificate needs to be attached.	
10	a) The bidder (prime) must have on its roll at least 100 technically qualified professionals in the area of networking, systems integration & prior experience in providing the Data Center Infrastructure	<p>a) Certificate from bidders HR Department for number of technically qualified professionals employed by the company.</p> <p>b) Name of the employees along with certified copies of the certifications done, which are ITIL / BS7799/ISO</p>	

S. No.	Clause	Documents Required	Page No.
	<p>maintenance services as on 31.03.2008.</p> <p>b) At least five resources should be ITIL certified and five resources should be BS7799/ISO 27001 lead Auditor or Lead Implementer certified.</p>	<p>27001 Lead Auditor or Lead Implementer certified to be provided.</p>	
11	<p>The Bidder and all consortium partners shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.</p>	<p>Declaration in this regard by the authorized signatory of the prime bidder should be attached. Refer to Section 8.4 of volume-I of this RFP.</p>	
12	<p>Acceptance of Terms and Conditions contained in the RFP document.</p>	<p>Declaration in this regard by the authorized signatory of the prime bidder should be attached. Refer to Section 8.5 of volume-I of this RFP.</p>	
13	<p>The bidder (prime) should have an office in the state. However, if the local presence is not there in the state, the selected bidder (prime) should give an undertaking for establishment of an office, within two months of award of the contract.</p>	<p>Relevant Documents or Undertaking signed by the Authorized Signatory.</p>	
14	<p>In case of consortium applicant, consortia shall submit a valid Memorandum of Understanding (MOU)/agreement.</p>	<p>Memorandum of Understanding (MOU)/agreement among the members signed by the Authorized Signatories of the companies dated prior to the submission of the bid to be submitted in original.</p>	

S. No.	Clause	Documents Required	Page No.
		<p>The MoU /agreement shall clearly specify the prime bidder, stake of each member and outline the roles and responsibilities of each member.</p>	
16	<p>The bidder (prime) should submit valid letter from the OEMs confirming following:</p> <p>a. Authorization for bidder</p> <p>b. Confirm that the products quoted are not end of life products</p> <p>c. Undertake that the support including spares, patches for the quoted products shall be available for next 6 years</p>	<p>OEMs include:</p> <ul style="list-style-type: none"> • Compute Infrastructure • Networking Infrastructure • Storage Infrastructure • UPS • HVAC • Generator • Fire detection &Suppression • Surveillance 	

8.4 Format 4 - Declaration Regarding Clean Track Record

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

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. _____] regarding Appointment of a DCO for Design, Site Preparation, Supply, Installation, Commissioning (for four months) and Maintenance & Operations of the Meghalaya State Data Centre for a period of five years. 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:

8.5 Format 5 – Declaration of Acceptance of Terms and Conditions in RFP

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

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [No.] regarding Appointment of a DCO for Design, Supply, Installation, Configuration, Operations and Maintenance of physical and IT infrastructure for State Data Centre, Meghalaya.

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 – IX
Formats to Response
to the Tender –
Technical Bid

9 Section IX – Formats to Response to the Tender – Technical Bid

The Bidders are required to submit a Technical and Commercial Bid in response to this tender. This section provides the outline, content and the formats that the Bidders are required to follow in the preparation of their Technical Bids.

9.1 Format 1 – Technical Bid Letter

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

Sir/ Madam,

Subject: Appointment of an Agency for Supply, Installation, Configuration, Operations and Maintenance of physical and IT infrastructure at the State Data Centre, Meghalaya.

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. EARNSET MONEY DEPOSIT (EMD)

We have enclosed an EMD in the form of a <<Demand Draft or BG>> for the sum of Rs. xxxxxxxxxxxx/- (Rupees xxxxxxxxx only). This EMD is liable to be forfeited in accordance with the provisions of the *Section VII (Volume I) - 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

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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 (Format 7, Sec 3 of Volume I)

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 Volume I, Annexure 4-Performa and as per Section VII - General Conditions of Contract.

4. BID VAILIDITY 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:

9.2 Format 2 - General Information about the Bidder

Details of the Prime Bidder (Company)		
1.	Name of the Bidder (Prime)	
2.	Address of the Bidder	
3.	Name & Designation of the contact person to whom all references shall be made regarding this tender	
4.	Telephone No. (with STD Code)	
5.	E-Mail of the contact person:	
6.	Fax No. (with STD Code)	
7.	Website	
Details of the members of the Consortium (Please attach consortium Agreement)		
8.	Name of the Bidder	
9.	Address of the Bidder	
10.	Name & Designation of the contact person to whom all references shall be made regarding this tender	
11.	Telephone No. (with STD Code)	
12.	E-Mail of the contact person:	
13.	Fax No. (with STD Code)	
14.	Website	

9.3 Format 3 – 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 and technical solution and various components including make of equipment or 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 Client 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.

2. The Bidder should provide detailed design and sizing calculation for the following listing all assumptions that have been considered:

a. Physical Components Design

- Datacenter Space and Floor layout along with Number of Racks and their design in the Data Centre.
- Data Centre overhead layout including: Cabling, Pipes and Ducting Plan
- Electrical Requirements
- Cooling and Environmental Control requirements
- Fire Prevention and Suppression along with detailed layout of zone-wise fire sensors
- Meghalaya State Data Center Surveillance and Security along with detailed layout of CCTV and access control devices.

b. IT Components design

i. Approach & Methodology for Installation & Configuration of:

- Computing (Servers, OS, Databases etc.) infrastructure
- Network infrastructure
- Security infrastructure
- Applications
- Storage infrastructure
- Help Desk

c. Operations & Maintenance

a. Help Desk Services

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- 1. Escalation Plan
- 2. implementation of ITIL, BS7799, ISO 27001 etc best practices
- b. System Maintenance & Management
- c. System / Storage / Database / Network / Security Administration
- d. Backup & Restoration
- d. Approach & Methodology for Commissioning of complete Data Centre.**
- e. Approach & Methodology for installation of the IT infrastructure hosted by user departments.**
- f. Adherence to Best practices like ISO, ITIL, BS7799, BS15000 etc.**
- 3. Bidder shall provide a detailed project plan with timelines, resource allocation, milestones etc. in for supply, installation and commissioning of the physical and IT components for the State Data Centre at Meghalaya.

9.4 Format 4 – Specifications of the Physical Components

S.No	Description	Qty#	Make & Model	Purpose/ Function	Whether Comply (Yes / No)
	As per Schedule A				
2.				
3.				
4.				
5.				

Quantity could be the absolute number or a unit like kgs/ft², ft/mt² etc depending upon the type of equipment in consideration. For e.g. Air-conditioning system would have ‘x’ number of PAC units and ‘y’ tons of capacity. Similarly cabling would be specified in z feet per square meters. Bidder should provide detailed specifications.

9.5 Format 5 – Specifications of the IT Components

S. No	Description	OEM	Make & Model	Whether Comply (Yes / No)
	As per Schedule B			
2.	.....		
3.	.....		

Bidder has to submit as part of the proposal, the compliance sheet for the technical & functional specifications against all the products / components / services quoted for Meghalaya SDC project.

9.6 Format 6 – Manpower Details

The Bidder should provide a detailed resource deployment plan to ensure that technically qualified staff is available to deliver the project. The Bidder would require qualified Data Centre Design expert, Project Manager, etc. who have to be necessarily the employee of the Vendor. But the other resources like the civil works staff, etc. may either be employed directly by the Bidder or be subcontracted personnel from one of the consortium partners. However, the Bidder would have to monitor and manage the staff on a daily basis.

1. The Bidder should provide the summary table of details of the manpower that will be deployed on this project for **implementation** along with detailed CVs as per the format.

S. No	Type of resource	No. of Resources	Key Responsibilities	Academic Qualifications and Certifications (e.g. ITIL, ITSM,ISMS)	Years of Relevant Experience	Name of the Company (in case of prime and partner)
	Project manager					
2.	Data Centre Design Expert					
3.	Onsite support					
4.	Others					
5.						

6.					
----	-------	--	--	--	--	--

2. The Bidder should provide the summary table of details of the manpower that will be deployed on this project for **operations and maintenance**:

S.No	Role	Onsite			Offsite	Qualifications	Certifications	Overall IT Experience (Years)	Relevant experience in the respective role (Years)
		Shift 1	Shift 2	Shift 3					
1	System Administrator								
2	Storage Administrator								
3	Network Administrator								
4	Others.....								
5								
6								
7								

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3. Format of CV for proposed staff of bidder

S. No	Item		Details	
	Name			
2.	Specify role to be played in the project & whether 'prime' or 'alternate'			
3.	Current job title			
4.	Experience in yrs. (Provide details regarding name of organizations worked for, Designation, responsibilities, tenure etc.)			
5.	Name of Organization	From	To	Designation/ Responsibilities
6.				
			
7.	Number of years with the Current Organization			
8.	Current job responsibilities			
9.	Summary of professional / domain experience			
10.	Skill sets			
11.	Highlights of assignments handled			
12.	Educational Background, Training / Certification including institutions.			
13.	Degree (including subjects)	Year of Award of Degree	University	% of marks

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes qualifications and experience mentioned above and proposed staff member is a permanent employee of our organization. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature of Staff Member
Date:

Signature of Authorized Signatory
Date:

9.7 Format 7 – Deviations from Tender Terms & Conditions

The given format should be followed while marking out the deviations from Tender terms and conditions:

S. No	Section No.	Clause No.	Page No.	Statement of deviations and variations.	Remarks
2.					
3.					
4.					
5.					
6.					

9.8 Format 8 – Project Profile

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 crore)	
4	Capital Expenditure involved (by the govt./ client)	
5	Total cost of the services provided (by the Bidder)	
6	Please provide copies of Work Order or Certificate of Completion.	
Project Details		
8	Name of the project	
9	Start Date/End Date	
10	Current Status (work in progress, completed)	
11	Contract Tenure	
12	No. of locations	
13	Man-month effort involved	
14	Type of Project.	
15	Solution architecture employed & core Components	

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16	Scope of Service Delivery system	
21	Tools deployed. modeling, design, development, testing, project management, EMS	

SECTION – X

Formats to Response

to the Tender –

Commercial Bid

10 Section X - Format for Response to Tender – Commercial Bid

10.1 Format 1 – Commercial Bid Letter

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

Subject: Appointment of an Agency for Supply, Installation, Configuration, Operations and Maintenance of physical & IT components for State Data Center, Meghalaya.

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, Operations and Maintenance of Physical & IT Infrastructure Components for State Data Centre** 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 any where 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 (Section 10.2) of this Section 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 Volume I, Annexure 4-Performa and as per Section VII - 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.

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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:

10.2 Format 2 – Breakdown of Cost Components

1. Bidder should provide all prices as per the prescribed format. Bidder should 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 break-up of all Taxes, Duties and Levies wherever applicable and/or payable.
4. Client reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
5. Client 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.
7. 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, Client retains the right to negotiate this rate for future requirements.
8. For the purpose of evaluation of Commercial Bids the Client shall make appropriate assumptions to arrive at a common bid price for all the Bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
9. Furthermore, any other item required for the overall integration and functioning of the Meghalaya SDC shall be within the scope of the bidder.
10. The bidder shall also provide all required equipment which may not be specifically stated in the RFP but are required to meet the intent of ensuring completeness, maintainability and reliability of the total system covered under this Meghalaya SDC Project.
11. All the components / equipment / software / hardware quoted in Schedule A and B in Section 10.2.2, should include the cost of supply, installation, commissioning, testing, taxes, levies, etc.
12. The AMC in Schedule C5, C6 & C7 shall be for the entire components / items / infrastructure of Meghalaya SDC supplied under the RFP / Contract.

10.2.1 Summary of Cost Components Table

S. No	Item	Schedule	TOTAL PRICE (INR)
	Physical Infrastructure	A	=a11
	IT Infrastructure – Hardware	B1	=b11
Total CAPEX =Schedule (A+B1)			
OPEX	Operational Support for Five Years	C	
	Service Tax	X	
Total OPEX = Schedule (C+X)			
TOTAL PROJECT COST (in INR)			
= CAPEX + OPEX			
= (a11 + b11) + OPEX			
TOTAL PROJECT COST in words::		Rupees	

CAPEX = a11 + b11

For OPEX, please refer Schedule C

Note:

It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/ or payable under the relevant column in the schedules. State shall take into account all Taxes, Duties & Levies for the purpose of Evaluation

To ensure a reasonable and realistic ratio of CAPEX and OPEX: a bid may be liable to be rejected after scrutiny if total CAPEX happens to be more than 50 % of the overall bid value.

10.2.2 Financial Details

10.2.2.1 Physical Infrastructure (Non-IT) Cost Table – Schedule A

S. No	Description	Qty	Make & Model	Unit Rate (INR)	Total Amount (INR) (A)	Tax (B)	Total (INR) (A+B)
1.	Civil & Interior Work (Including Brick work, masonry work, painting, diesel storage tank, Partition, False floor, False ceiling, Water proofing, etc.	Lump sum					
2.	Electrical Cabling (including electrical panel, Earthing, Meghalaya SDC internal electrical wiring, DB, Switchgears, UPS, DG Set, all Meghalaya SDC Areas, Lighting & fixtures, etc.)	Lump sum					
3.	DG Set (400 KVA in N + 1 configuration)	N+1 Set					
4.	UPS for Server Room (Min 120 KVA)	1+1 Set					
5.	UPS for NOC, BMS, Staging Area (2 KVA each)	3 Nos.					
6.	Cabling	Lump sum					

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S. No	Description	Qty	Make & Model	Unit Rate (INR)	Total Amount (INR) (A)	Tax (B)	Total (INR) (A+B)
7.	Precision AC	N+1 set					
8.	Comfort Split AC	As required					
9.	Building Management System (BMS Solution)	1 No.					
10.	GAS Suppression & Fire Detection System	Lump sum					
11.	Water leak detection	1 Set					
12.	HSSD Solution	1 Set					
13.	Audio, Video Solution	1 Set					
14.	Access Control Solution	1 Set					
15.	CCTV Solution	1 Set					
16.	Public Address System	1 Set					
17.	36U Racks	10					
18.	LAN Passive Components	Lump sum					

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S. No	Description	Qty	Make & Model	Unit Rate (INR)	Total Amount (INR) (A)	Tax (B)	Total (INR) (A+B)
19.	Hand held fire extinguishers	Lump sum					
20.	Fireproof enclosure for media storage	1 No.					
21.	Rodent Repellent System	1 Set					
22.	Cost of Site Strengthening for Server Farm and UPS Room	Lump sum					
23.	Any other component (Please Specify)						
Total (Physical Infrastructure Cost)							=a11
Amount in Words :: Rupees							

10.2.2.2 IT Infrastructure Cost Table – Hardware (Schedule B1)

S. No	Description	Qty	Make & Model	Unit Rate (INR)	Total Amount (INR) (A)	Tax (B)	Total (INR) (A+B)
	Server / Desktop						
1.	Database Server (EMT64Type1)	4 Nos.					
2.	Blade Chassis	2 Nos.					
3.	Application Web server	10 Blades					
4.	Management Server	2 Blades					
5.	EMS	Complete Solution					
6.	Back up server (EM 64T Type 2)	1					
7.	Staging Server (EM 64T Type 2)	1					
8.	Antivirus Server	2 Blade					
9.	Proxy Server	1 Blade					
10.	Syslog server	1					

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S. No	Description	Qty	Make & Model	Unit Rate (INR)	Total Amount (INR) (A)	Tax (B)	Total (INR) (A+B)
	(EM 64T Type 2)						
11.	SAN Box	1 No.					
12.	Tape Library	1 No.					
13.	Work station	6 Nos.					
	Networking						
14.	Internet Router	2 Nos					
15.	Access Switch L2	4 Nos.					
16.	Core Switch L3	2 Nos					
17.	External firewall	1 Nos.					
18.	Server Load Balancer with Application Accelerator	2 Nos.					
19.	NIPS	2 Nos.					
20.	HIPS (Client License with one manager)	20 lic.					
21.	SAN Switch	2 Nos.					
22.	Internal Firewall at DC	1 Nos.					
23.	KVM	5					

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S. No	Description	Qty	Make & Model	Unit Rate (INR)	Total Amount (INR) (A)	Tax (B)	Total (INR) (A+B)
24.	Any other component (Pls Specify)						
Total (IT Infrastructure Cost)							=b11
Amount in Words :: Rupees							

10.2.2.3 IT Infrastructure Cost Table – Software (Schedule B2)

S. No	Description	Qty	Make & Model	Unit Rate (INR)	Total Amount (INR) (A)	Tax (B)	G. Total (INR) (A+B)
	Windows Server Enterprise Edition (Latest Version)	15 Nos.					
2.	Directory Services with 100 client licenses	1 Nos.					
3.	Linux Server Ent Edition (With Clustering)	2 Nos.					
4.	MS SQL Enterprise latest Edition (dual processor (Quad core) license) in active-active clustering mode	2					
5.	Oracle DB Enterprise Server (one Processor (4 core) License) in active – passive clustering mode	2					

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S. No	Description	Qty	Make & Model	Unit Rate (INR)	Total Amount (INR) (A)	Tax (B)	G. Total (INR) (A+B)
6.	Anti Virus software with 50 client licenses	1 No.					
7.	Proxy Software	1 No.					
8.	Syslog software complete solution for data center	1 Nos.					
9.	Backup Software	1 No.					
10.	Any other Software (Please Specify)						
Total (IT Infrastructure Cost)							=b21
Amount in Words :: Rupees							

10.2.2.4 Operational Cost Table – Schedule C

S. No	Item	Description	Year				
			First	Second	Third	Fourth	Fifth
1.	Manpower Cost	Refer Schedule C1	=c11	=c12	=c13	=c14	=c15
2.	Additional / Miscellaneous expenses for MSDC	Refer Schedule C2	=c21	=c22	=c23	=c24	=c25
3.	AMC & Warranty – Non-IT	Refer Schedule C3	=c31	=c32	=c33	=c34	=c35
4.	AMC & Warranty – IT Hardware	Refer Schedule C4	=c41	=c42	=c43	=c44	=c45
5.	Supply & Support Cost – IT Software	Refer Schedule C5	=b21 + c51	=c52	=c53	=c54	=c55
Year wise OPEX (in INR) – Total Cost for each Year (incl. Support, Maintenance & Operations)			Y1=Σ (cx1)	Y2=Σ (cx2)	Y3=Σ (cx3)	Y4=Σ (cx4)	Y5=Σ (cx5)
Total Cost for Operations for First Year i.e. Y1 in Words			Rupees				
Total Cost for Operations for Second Year i.e. Y2 in Words			Rupees				

Total Cost for Operations for third Year i.e. Y3 in Words	Rupees
Total Cost for Operations for fourth Year i.e. Y4 in Words	Rupees
Total Cost for Operations for fifth Year i.e. Y5 in Words	Rupees
Summary	
Total OPEX for MSDC (in INR) OPEX = Y1 + Y2 + Y3 + Y4 + Y5	
Total Cost for Operations for entire five Years i.e. <u>OPEX</u> in Words	Rupees

This Operational Support per year shall be for the entire components / items / infrastructure of SDC under the RFP / Contract including the Support personnel deployed for the project. Bidder should ensure that Manpower resources required for Operations and Maintenance of Meghalaya SDC project should comply as per the RFP. In case there are changes in technology, (such as addition or Up-gradation of Hardware, Software, Tools, equipments, active or passive) DCO needs to provide the resources with suitable technical competencies in line with project requirements without any additional charges as and when required.

Please note: Operational expenses during operation phase (such as Electricity, Diesel consumption {by DG-Set}, etc) will be paid by the Client to DCO as per the actual usage/ consumption as per the prevailing market price. DCO shall integrate the energy meter (for electricity) as well as diesel consumption reading of DG Set with the BMS infrastructure for ensuring automatic information update regarding actual consumption/usage. DCO shall have to pay directly the electricity bills of Meghalaya SDC to the electricity department and the diesel vendor for diesel. However the Client shall reimburse based on the information available on the BMS infrastructure to the DCO. More ever the other cost associated with DG Set running shall be born by the bidder itself.

10.2.2.5 Manpower Cost – Schedule C1

S. No	Type of resource	Purpose	Unit Cost Per Year (incl all Expenses)	No. of Resources Proposed	Total Cost
	Project In-Charge				
2.	Technical Consultant - Data Centre Physical Infrastructure				
3.	Technical Specialist – Server / Storage				
4.	Technical Specialist – Network				
5.	Security Expert				
6.	Database Administrator				
7.	System Engineer				
8.	Infrastructure Support Staff				
9.	NOC Engineer				
10.	Helpdesk Staff				
11.	Support Staff / Back office Staff				
12.	Any Other Resources, Pls Specify				
Total cost for First year in Rupees					=c11
Amount in Words (1st Year):: Rupees					

Total cost for Second years in Rupees	=c12
Amount in Words (2nd Year) :: Rupees	
Total cost for Third year in Rupees	=c13
Amount in Words (3rd Year):: Rupees	
Total cost for fourth year in Rupees	=c14
Amount in Words (4th Year):: Rupees	
Total cost for Fifth year in Rupees	=c15
Amount in Words (5th Year):: Rupees	

It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/ or payable. State shall take into account all Taxes, Duties & Levies for the purpose of Evaluation. However if there is a change in the applicable taxes, it would be paid on actual basis.

P.S.

- a) At the Start of O&M phase, there would be around << To be added>> servers
- b) Thereafter, there would be addition of new servers (needs to be hosted / migrated / transferred to MSDC) & required infrastructure in an incremental fashion.
- c) Bidder has to suggest the suitable number of manpower resources to be deployed from the day one of the O&M phase.
- d) if there is a difference in the number of resources proposed by the bidder for respective years (i.e. 1st, 2nd, 3rd, 4th & 5th), then the break up of the same needs to be submitted as part of the commercial bid.
- e) Last but not least, bidder has to ensure that the Service & Operational levels defined in the RFP are maintained for the entire project duration

10.2.2.6 Technical Fees for maintaining Meghalaya SDC – Schedule C2

S. No	Type of resource	Purpose	Unit Cost Per Year (incl all Expenses) P	No. of Units Proposed Q	Total Cost = P x Q
	Cost Components 1.. Please Specify				
2.	Cost Components 2.. Please Specify				
3.	.....			
4.	.....			
Total cost for First year in Rupees					=c21
Amount in Words :: Rupees					
Total cost for Second year in Rupees					=c22
Amount in Words (2nd Year) :: Rupees					
Total cost for Third year in Rupees					=c23
Amount in Words (3rd Year):: Rupees					
Total cost for fourth year in Rupees					=c24
Amount in Words (4th Year):: Rupees					
Total cost for Fifth year in Rupees					=c25

Amount in Words (5th Year):: Rupees

It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/ or payable. State shall take into account all Taxes, Duties & Levies for the purpose of Evaluation. However if there is a change in the applicable taxes, it would be paid on actual basis.

Bidder has to give the break up of Unit rate for each year in a separate sheet.

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10.2.2.7 AMC cum Warranty for Non-IT Components – Schedule C3

(All cost in INR in all cells of the financial bid)

S.No.	Item	Year wise Cost / Break-up					5 Year Cost (1+2+3+4+5)
		Year 1	Year 2	Year 3	Year 4	Year 5	
	As per Schedule A						
2.	As per Schedule A						
3.	.....					
25.	.....					
Total cost (in INR)		=c31	=c32	=c33	=c34	=c35	=cc5
Total Amount in Words (cc5) :: Rupees							

It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/ or payable. State shall take into account all Taxes, Duties & Levies for the purpose of Evaluation. However if there is a change in the applicable taxes, it would be paid on actual basis.

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10.2.2.8 AMC cum Warranty for IT Components (Hardware) – Schedule C4

(All cost in INR in all cells of the financial bid)

S. No	Item	Year wise Cost / Break-up					5 Year Cost (1+2+3+4+5)
		Year 1	Year 2	Year 3	Year 4	Year 5	
	As per Schedule B1						
2.	As per Schedule B1						
3.	.....					
31.	.....					
Total cost (in INR)		=c41	=c42	=c43	=c44	=c45	=cc6
Total Amount in Words (cc6) :: Rupees							

It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/ or payable. State shall take into account all Taxes, Duties & Levies for the purpose of Evaluation. However if there is a change in the applicable taxes, it would be paid on actual basis.

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10.2.2.9 Support Cost for IT Software – Schedule C5

(All cost in INR in all cells of the financial bid)

S.No.	Item	Year wise Cost / Break-up					5 Year Cost (1+2+3+4+5)
		Year 1	Year 2	Year 3	Year 4	Year 5	
	As per Schedule B2						
2.	As per Schedule B2						
3.	.....					
16.	.....					
Total cost (in INR)		=c51	=c52	=c53	=c54	=c55	=cc7
Total Amount in Words (cc7) :: Rupees							

It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/ or payable. State shall take into account all Taxes, Duties & Levies for the purpose of Evaluation. However if there is a change in the applicable taxes, it would be paid on actual basis.

11 Annexure – 1 Consortium Criteria

Consortium Criteria

In case of consortium the prime bidder must be specified by the bidder.

- The Prime Bidder (the leading bidder in case of consortium i.e.; one of the member of the consortium that is nominated as the prime bidder by all the other members of the consortium) of this consortium and shall be liable for adherence to all provisions of this Agreement.
- The consortium will draw upon human, technical and other resources of all the members during implementation and maintenance of the SDC Project. The Technical Bid shall include exact details in this regard, so that a consortium is not artificially created only to improve the score in Technical Bid.
- The prime bidder can't be a partner in more than one consortium.
- In case of a consortium, applicant consortia shall have a valid Memorandum of Understanding (MoU)/ agreement (duly registered) among all the members signed by the Chief Executives/ Authorized Signatories of the companies dated prior to the submission of the bid. The MoU/ agreement shall clearly specify the stake of each member and outline the roles and responsibilities of each member. The MoU/agreement shall be exclusively for this project and shall be responsible in case of failure by any member.
- If the bidder (All members of consortium) is a national bidder it should be registered under company's act 1956. Partnership and Proprietor firm are not allowed.
- The bidder (Each member of the Consortium) shall have company registration certificate, registration under labour laws & contract act, valid sales tax registration certificate, valid Service tax registration certificate and Permanent Account Number (PAN) issued by income Tax department. (Copy of each registration should be provided).
- Attested copy of the company's annual report has to be attached along with the bid. Bidder should submit an undertaking that Bidder (or any member of the consortium) is as a company/consortium and product quoted are not Black Listed by any Govt. dept. /agency in India.

12 Annexure – 2 Bidding Document Acknowledgement Form

Dated:

To,

Member Secretary

Meghalaya Information Technology Society

Secretariat Hill Road

Shillong 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 Client 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 Client and that the said documents are to be used only for the purpose intended by Client.

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

13 Annexure 3 – Instructions for Furnishing Bank Guarantee

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase CONTRACT has been placed. The non-judicial stamp paper should be in name of the issuing bank.
2. Foreign parties are requested to execute bank guarantee as per law in their country.
3. Foreign bidders will give guarantee either in the currency of the offer or US \$ (US Dollar) i.e. Indian Rs/US \$ have been mentioned only for illustration. Therefore, in case where bank guarantee is being given in currency other than 'Rupees' or U.S. \$, indicate the relevant currency of the offer.
4. The expiry date as mentioned in clause 9 should be arrived at by adding 60 days to the CONTRACT completion date unless otherwise specified in the bidding documents.
5. The Bank Guarantee by Indian bidders will be given from Nationalised/Scheduled Banks only. The Foreign bidders will give Bank Guarantees from an Indian Bank situated in that country.

14 Annexure 4 – Performa of Bank Guarantee towards Performance Security

PERFORMANCE BANK GUARANTEE

Ref. No. _____ Bank Guarantee No _____

Dated _____

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

Dear Sir,

1. In consideration of Meghalaya State Govt., having its office at NIC Building, Secretariat Hill Road, Shillong - 793001 (hereinafter referred to as 'MITS', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) 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 MITS having agreed that the CONTRACTOR shall furnish to MITS a performance guarantee for Indian Rupees/US\$ 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 Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by MITS 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,

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Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by MITS in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

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

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

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

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of MITS 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 the place from where the purchase CONTRACT has been placed.

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

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Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of MITS under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of MITS 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.....

Dated.....

WITNESS NO. 2

(Signature)

Full name and official
Address (in legible letters)

11 Annexure – 5 Abbreviations

S. No	Abbreviation	Description
1	AAA	Authentication, authorization and accounting
2	ACL	Access Control List
3	MSWAN	Meghalaya State Wide Area network
4	AHU	Air Condition
5	AMF	Automatic Mains Off
6	ARP	Address resolution protocol
7	ATS	Automatic power transfer switches
8	BGP	Border gateway protocol
9	BMS	Building Management System
10	CCTV	Close Circuit Television
11	CIE	Control And Indicating Equipment
12	CLI	Command line interface
13	CMDB	Configuration management database
14	CPU	Central Processing Unit
15	CSC	Citizen Service Centre
16	DBA	Database Administrator
17	DCD	Document Content Description
18	DCO	Data Centre Operator
19	DG Set	Diesel Generator Set
20	DHCP	Dynamic Host Configuration Protocol
21	DLT	Digital Linear Tapes
22	DMZ	De-Militarized Zone
23	DNS	Domain Name Server
24	DTR,	Data Terminal Ready
25	DVR	Digital Video Recorder
26	EAL	Evaluation Assurance Level
27	EEPROM	Electrically Erasable Programmable Read Only Memory
28	EMS	Enterprise Management System

S. No	Abbreviation	Description
29	EPROM	Erasable Programmable Read Only Memory
30	FC	Fiber Channel
31	FCIP	Fiber Channel over IP
32	FRLS	Flame Retardant Low Smoke
33	FSB	Fast Serial Bus
34	FTP	File Transfer Protocol
35	G2B	Government To Business
36	G2C	Government To Citizen
37	G2G	Government To Government
38	GBIC	Giga Bit interface
39	Gbps	Gigabits per second
40	GE	Gigabit Ethernet
41	GHZ	Giga Hertz
42	GUI	Graphical User Interface
43	H/W	Hardware
44	HDD	Hard Disk Drive
45	HDLC	High Level Data Link Control
46	HFC	Hybrid Fiber Coaxial
47	HIPS	Host Intrusion Prevention System
48	HSSD	High Sensitivity Smoke Detection
49	HTML	Hypertext Markup Language
50	HVAC	Humidity, Ventilation And Air Conditioning
51	Hz	Hertz
52	I/O	Input/Output
53	ICMP	Internet Control Message Protocol
54	IDS	Intrusion Detection System
55	IEC	International Electrotechnical Commission
56	IP	Internet Protocol
57	IEEE	International electrical and electronics engineers
58	IPS	Intrusion Prevention System
59	IR	Infra Red
60	ISO	Organization Of Industry Standards

S. No	Abbreviation	Description
61	IT	Information Technology
62	ITIL	Information Technology Infrastructure Library
63	JPEG	Joint Photographic Experts Group
64	Kbps	Kilobits per second
65	KVA	Kilo Volt Ampere
66	KVM	Keyboard, Video Display Unit and Mouse Unit
67	L2	Layer 2
68	LACP	Link Aggregation Control Protocol
69	LAN	Local Area Network
70	LBS	Load Bus Synchronization System
71	LED	Light emitting diode
72	LTO	Linear Tape Open
73	LUNs	logical unit number
74	MAC	Media Access Control
75	Mbps	Megabits per second
76	MCB	Main Circuit Board
77	<u>MCP</u>	Manual call points
78	MDF	Medium Density Fiber Board
79	MIS	Management Information System
80	MSDC	Meghalaya State Data Centre
81	MSWAN	Meghalaya State Wide Area Network
82	MOSPF	Multicast Open Shortest Path First
83	MPEG	Moving Picture Experts Group
84	MPLS	Multiple Protocol Layer System
85	NAT	Network Address Translation
86	NEC	National Electrical Code
87	NFPA	National Fire Protection Association
88	NIC	National Informatics Centre
89	NMS	Network Management System
90	NOC	Network Operation and Control
91	NOS	Network Operating System
92	NTP	Network Time Protocol
93	OEM	Original Equipment Manufacturer

S. No	Abbreviation	Description
94	OFC	Optical Fiber Channel
95	OS	Operating System
96	OSPF	Open Shortest Path First
97	PAC	Precision Air Conditioning
98	PAT	Port Address Translation
99	PC	Personal Computer
100	PDU	Power Distribution Unit
101	PID	Proportional integration and differential
102	PIN	Personal Information Number
103	PKI	Public Key Infrastructure
104	POP	Point of Presence
105	PPP	Public Private Partnership
106	PSU	Public Sector Undertakings
107	PVC	Polyvinyl Chloride
108	QoS	Quality of Service
109	RADIUS	Remote Authentication Dial-in User Service
110	RAID	Random Array of Inexpensive Disks
111	RAM	Ran Access Memory
112	RDBMS	Relational Database Management System
113	RF	Radio Frequency
114	RH	Relative Humidity
115	RIP	Routing Information Protocol
116	ROM	Read Only Memory
117	RPC,	Remote Procedure Call
118	RPM	Revolutions Per Minute
119	RPM	Revolutions Per Minute
120	RR	Resource record
121	S/W	Software
122	SAN	Storage Area Network
123	SAS	Secure Attention Sequence
124	SDC	State Data Centre
125	SFP	Small Form Factor Pluggable
126	SLA	Service Level Agreement

S. No	Abbreviation	Description
127	SNMP	Small Network Management Protocol
128	SOAP	Simple Object Access Protocol
129	SQL	Structured Query Language
130	SSH	Secure Shell
131	SSL	Secured Socket Layer
132	SSO	Single Sign-on
133	STM	Synchronous Transport Module
134	SWAN	State Wide Area Network
135	TB	Tera Byte
136	TCP	Transmission Control Protocol
137	TFTP	Trivial File Transfer Protocol
138	UDP	User Datagram Protocol
139	UL	Unordered List
140	UPS	Uninterrupted Power Supply
141	URL	Uniform resource Locator
142	USB	Universal Serial Bus
143	VCD	Volume Control Damper
144	VDC	Virtual Design and Construction
145	VLAN	Virtual Local Area Network
146	VPN	Virtual Private Network
147	VRRP	Virtual Router Redundancy Protocol
148	VSAN	Virtual Storage Area Network
149	WAN	Wide Area Network
150	WLD	Water Leakage Detection
151	XML	Extensible Markup Language