



Meghalaya
Information Technology Society

NIC Building, Secretariat Hill, Shillong 793 001.

No.MITS.06.2019/02

Dated Shillong the 23rd December, 2020

Request for Proposal
For
Selection of Data Center Operator (DCO)
For
Operation and Maintenance of the Meghalaya State Data Center

Meghalaya Information Technology Society
(A Society under Information Technology and Communications
Department, Govt. of Meghalaya)
NIC Building, Ground Floor, Secretariat Hill,
Shillong- 793001

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Section – 1: Executive Summary

State Data Centre (SDC) was a project under National e-Governance Plan (NeGP) which is providing some key functionalities like Central Repository of the State, 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 is a key-supporting element of e-Government Initiatives & businesses for delivering services to the citizens with greater reliability, availability and serviceability. SDC provides better operations & management control and minimizes overall cost of Data Management, IT Management, Deployment and other costs.

Meghalaya State Data Center (MSDC) project is implemented by Meghalaya Information Technology Society (MITS), a society under the Information Technology and Communication Department, Government of Meghalaya, setup at NIC Building, Second Floor, Secretariat Hills, Shillong - 793001.

The MSDC is set up in an area of about 1836 Sq. ft. All e-Governance applications/websites of the state may be hosted in the Data Centre. The Data Centre has been commissioned in 2011 and it is manned by 24 x 7 basis, for its operation. MSDC currently have around 50 plus applications and websites of different State Govt. Departments hosted and running in Data Centre.

After having analyzed the infrastructure at present provisioned in the SDC's and technology advancements MeitY has thus initiated the process for implementing a Cloud based Service Delivery Model implemented in the year 2016, so that the SDC IT Infrastructure can be shared amongst multiple departments. Thus making the SDC as a Private Cloud operated for State and to be managed by a third party.

The Cloud Components that are implemented in SDC are as follows:

- Server Virtualization
- Self Service provisioning
- Automation, Orchestration and Monitoring.

This is an infrastructure, which can be shared by all Govt. Departments / Organizations for hosting, running and storing their applications, information, etc for delivering services to the citizens with greater reliability, availability and serviceability.

This document is a Request for Proposal (RFP) for Bidders to quote for providing Operations and Maintenance Support of Meghalaya State Data Centre (MSDC). The contract will be for the duration of 5 (five) years. The successful Bidder shall provide Operations and Maintenance Support as per the specifications and the minimum specified Scope of Work to be undertaken by the successful Bidder.

Section – 2 Invitation to Bid

The invitation to Bid is for “Selection of Data Centre Operator (DCO) for Operations and Maintenance support of MSDC”, for the duration of 5 (five) years.

The Bidders are advised to study the tender document carefully. Submission of Bids shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. This section provides general information about the Meghalaya Information Technology Society (MITS) a society under the Information Technology and Communications Department, Govt. of Meghalaya, important dates and addresses and the overall eligibility criteria for the Bidders.

2.1 Issuer

Meghalaya Information Technology Society (MITS) a society under Information Technology and Communication Department, Govt. of Meghalaya, invites proposals for “Selection of Data Centre Operator (DCO) for Operations and Maintenance as per the scope of the Bid”.

2.2 Issuer and Address for Bid Submission & Correspondence

Member Secretary,
Meghalaya Information Technology Society (MITS)
NIC Building, Ground Floor,
Secretariat Hills, Shillong 793001
Email address: dit-meg@nic.in, shelter.war@nic.in

2.3 Venue and Deadline for submission of Proposal

Proposals for SDC Operations and Maintenance Support must be received at the address specified below not later than dates specified in Section 2.4 of this RFP.

Member Secretary,
Meghalaya Information Technology Society (MITS)
NIC Building, Ground Floor,
Secretariat Hills, Shillong 793001
Email address: dit-meg@nic.in, shelter.war@nic.in

2.4 Key Events & Dates

Event	Target Date
Notice Inviting Tender	23 rd December, 2020
Last date to send in requests for clarifications on the tender document	8 th January, 2021 (upto 4:30 PM)
Date and Time for Pre- Bid Conference (through VC)	12 th January, 2021 (11:30 AM)
Response to Pre-Bid Clarifications	15 th January, 2021
Last date for submission of Bids	27 th January, 2021 (upto 11:00 AM)
Opening of Pre qualification Bids (through VC)	28 th January, 2021 @ 3.00 PM
Opening of Technical Bids (through VC)	29 th January, 2021 @ 11:30 AM (tentative date)
Presentation (through VC)	2 nd February, 2021 @ 12:00 Noon (tentative date)
Opening of Commercial Bids (through VC)	4 th February, 2021 @ 12:00 Noon (tentative date)

Note: This Tender Document is not transferable.

2.5 Procurement of RFP Document

The tender document details are available at state e-procurement portal @ <https://meghalayatenders.gov.in>. Tender fee of Rs. 5000/- (Rupees five thousand only) (non refundable) to be deposited through netbanking to MITS bank account –

Account Name: Meghalaya Information Technology Society- SDC

Account No: 30326358135

Bank Name: State Bank of India, Secretariat Branch- Shillong

IFSC- SBIN0006320

The Bid will not be considered in the absence of the tender fee.

2.6 Pre Bid Conference

MIT S shall organize a Pre Bid Conference on the scheduled date and time in the Conference Hall, O/o Information Technology and Communication Department. MIT S may incorporate any changes in the RFP based on acceptable suggestions received during the interactive Pre Bid Conference. The decision of MIT S regarding acceptability of any suggestion shall be final and shall not be called upon to question under any circumstances. The prospective Bidders shall submit their questions in writing not later than Date and Time indicated under section 2.4 above. The prospective participants have to inform MIT S on the mail id mentioned in Section 2.3 for attending the pre-Bid conference.

2.7 Clarification on Tender Document before the pre-bid conference:

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

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

The queries not adhering to the above mentioned format and within the due date shall not be responded.

MIT S will respond to any request for clarification to queries on the Tender Document, received not later than the dates prescribed in Invitation for Bids / Key events and dates. The clarifications, if any, (including the query but without identifying the source of inquiry) will be uploaded on the state e-procurement portal @ <https://meghalayatenders.gov.in>.

2.8 Amendment of RFP Document

At any time till 7 days before the deadline for submission of Bids, MITS may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding document by amendment. All the amendments made in the document would be published on the website e-procurement portal @ <https://meghalayatenders.gov.in> and in the Departmental website @ www.ditmeghalaya.gov.in. The Bidders are also advised to visit the aforementioned websites on regular basis for checking necessary updates. MITS also reserves the right to amend the dates mentioned in clause 2.4 of this Bid document.

2.9 MITS reserves the right to cancel this RFP at any stage without mentioning any reasons thereof.

Section – 3 Eligibility Criteria

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

Table 1: Pre-Qualification Criteria

S. No.	Clause	Documents Required
1.	The bidder (prime) should be a company registered under the Companies Act, 1956 since last 5 years as on 30-11-2020	Certificate of incorporation and Self Certification of being in the Information Technology business for the last 5 years should be attached
2.	Bidder (prime) should be an established Information Technology company/ IT System Integrator and should have been in the business for a period exceeding five years as on 30-11-2020	Commencement of Business Certificate, Work Orders confirming year and area of activity and Memorandum and Articles of Associations should be attached.
3.	The bidder (prime) should have positive net worth and turnover of more than Rs. 20 crores for each of the last three Financial Years ending on 31.03.2020. The bidder should have been profitable for all these three financial years.	Chartered Accountant certificate for Net-worth, Turnover and PAT should be attached. Copy of the audited profit and loss account/ balance sheet/ annual report of last three financial years (up to 31-Mar-20) should be attached
4.	The bidder (prime) should have experience in providing Facility management services	Copy of work order and client certificates should be attached.

	<p>to at least one Data Centre, during the last five years as on 30.11.2020.</p> <p>An order value of not less than Rs 1 crore will be considered.</p> <p>-Bidder's in house Data Centres shall not be considered.</p> <p>-Bidders who have built their own data centre (IDC), for commercial use will be considered</p>	
5.	<p>The bidder (prime) must have on its roll at least 25 technically qualified professionals in the area of Networking, Security, System Administration, Storage and Backup, Cloud services, etc. and prior experience in providing the Data Centre Infrastructure maintenance services as on 30.11.2020. At least five resources should be ITIL/ ISO 20000 certified and five resources should be ISO 27001 Lead Auditor/ Implementer certified</p>	<p>Certificate from bidders HR Department for number of employees' employed by the company. Name of the employees which are CCNA/CCNP/CCIE/ITIL / ISO 20000 and ISO 27001 Lead Auditor certified to be provided.</p>
6.	<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.</p>
7.	<p>The bidder (prime) should furnish, as part of its bid, an Earnest Money Deposit (EMD) of Rs.3,00,000/-</p>	<p>The EMD should be in the form of BG/DD from any Nationalized Banks in favour of Member Secretary, Meghalaya IT Society, Shillong.</p>

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

Section – 4: Scope of Work

4.1 Scope of Work for MSDC Operations & Maintenance

The selected bidder shall operate and maintain the MSDC for a period of 5 (five) years and henceforth called as Data Center Operator (DCO). The detailed scope of work has been mentioned below.

- a) The selected bidder/DCO has to operate and maintain the Data Centre as required.
- b) The selected bidder/DCO has to deploy an onsite team comprising of the resources indicated in this RFP under “Required Resources”.
- c) MSDC is ISO 20000-1:2011 and ISO 27001:2013 certified. Selected bidder has to follow the existing process and procedures of MSDC for maintaining the said ISO standards.
- d) Selected bidder in consultation with MITS has to review, update Standard Operating Procedures (SOPs) for each services of MSDC and may require to establish SOPs, if not found or found not adequate for any service, within first quarter .
- e) Selected Bidder has to maintain and operate all the existing devices of MSDC viz. Server, network devices, security devices, BMS, Disaster Recovery (DR), Cloud solution, etc. along with Existing Backup solution implemented in the MSDC. The selected bidder has to maintain and operate any MSDC equipment which may be replaced due to hardware failure/ hardware refresh.
- f) Proper handholding for thirty (30) days shall be provided to the selected bidder by the existing DCO.
- g) Selected Bidder has to provide basic support for co-located services as per MITS policy.

The selected bidder will provide 24x7 operating and maintaining services for a period of 5 (five) years from the date of commencement of Operations and Maintenance Activity by the selected bidder. The scope of the services for overall Physical and IT infrastructure management of Meghalaya State Data Centre should follow ITIL framework during the contract period, it include 24x7 Monitoring, Maintenance and Management of the entire MSDC, along with providing Helpdesk services. The scope of work during the operations phase is divided into the following areas including:

1. System Administration, Monitoring, Maintenance & Management Services
2. Network Administration, Monitoring, Maintenance and Management Services
3. Storage Administration, Monitoring, Maintenance and Management Services
4. Security Administration, Monitoring, Maintenance and Management Services
5. Application Administration, Monitoring and Management Services
6. Backup & Restore Services
7. Backend Services (Mail, messaging etc.)
8. Physical Infrastructure Monitoring, Maintenance and Management Services
9. Help Desk Services
10. Building Management Service (BMS) Services
11. Coordination with respective department for application Hosting
12. Facilitate required support infrastructure for hosted application
13. Bandwidth Management Services
14. Maintain Generator, Precision AC, UPC, electricals, CCTV etc
15. DR services and cloud 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 Client on a periodic basis. Whenever required by Client, DCO should provide additional reports in the required format or as per Client requirement time to time.

4.2 System Administration, Maintenance & Management Services

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

- a) 24x7 monitoring and management of the servers in the Data Centre.
- b) 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.

- c) Installation and Re-installation of the server and other hardware in the event of system crash/failures.
- d) Proactive monitoring of all the applications hosted in MSDC.
- e) Facilitate application migration in coordination with application owners / departments.
- 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 purpose by the DCO forensic or other governmental regulations time to time. Bidders are advised to refer the CERT-In guidelines which are already released for State Data Centre. DCO has to co-ordinate and provide all the support for such requirements during the entire project tenure.
- 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.
- l) Hardening servers and other equipment in MSDC in line with security policies.

4.3 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 Meghalaya State 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 24x7 as per the prescribed SLAs.

- b) Attending to and resolving network failures and issues.
- 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/ equipment including documentation of all configurations.
- e) 24x7 monitoring of the network to spot the problems immediately through network monitoring system.
- 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.

4.4 Application Monitoring

It should include monitoring of:

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

4.5 Backend Services

The selected bidder is required to maintain and support all the Backend Services implemented at the SDC. The services include:

- Directory Services
- Database Services
- User rights & policies, etc.

4.6 Directory Services

It should include the following services:

- Domain management;

- Group management;
- User management;
- Implementation of policies and standards, etc.

4.7 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 in connecting to the Storage later and gives them access rights as required.

4.8 IT Security Administration Services

The objective of this service is to provide a secure environment through the operation and maintenance of the ISO 27001 ISMS Standard. 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) Monitoring of security incidences and reporting and respond to security breaches or other security incidents with root cause analysis 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 update various relevant procedures, guidelines and other ISMS documents as per ISO 27001:2013 standards and implement these procedures accordingly.
- 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.

4.9 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 Client.
- 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) 24x7 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.
- h) Coordination with DR site through MSDC Shillong as and when required and all DR related activities.

4.10 Physical Infrastructure Management and Maintenance Services

All the devices installed in the Data Centre as part of the physical infrastructure are SNMP enabled and shall be centrally and remotely monitored and managed on a 24x7 basis via industry leading infrastructure management solution 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, **facilitate the** repair and replacement of defective components (IT and Non-IT/ Hardware and Software). The cost for repair and replacement of the existing equipment for which AMC is not covered, shall be borne by MITS.
- (b) The selected bidder shall also maintain log/records of all maintenance activities for the Meghalaya SDC equipment/components and shall maintain a logbook on-site that may be inspected by Client at any time during contract period.

4.11 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 all the incidents with root cause analysis that may arise during the Operations phase. This service also includes the non-IT infrastructure for the SDC. The scope of work includes:

- a) 24x7 Help Desk facility for reporting issues / problems with the IT infrastructure as well as Non IT components.
- b) 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:
 - i. email
 - ii. telephone (State will provision and pay telephone bills)
 - iii. web based
- c) To implement a call logging system in line with the severity levels as mentioned in the SLA.
- d) The Help Desk shall undertake the following activities:
 - Log issues / complaints related to IT/Non-IT infrastructure at the Data Centre under the scope of work of DCO/ application hosted in Data Center 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.
- e) State will provision Help Desk software licenses for operating the Helpdesk facilities.
- f) The Helpdesk solution should be configured for in built work flow for helpdesk automation.

4.12 Cloud services

The scope of work for the Operations of Cloud is as below:

1. Facilitate hosting of departmental applications on Cloud and in Virtualized Environment at the SDC.
2. Provision of Virtual Machines based on the requirement of the user department.
3. Maintaining catalogue and templates in the self service provisioning portal
4. Ensuring Connectivity of servers to the LAN and SAN Storage

5. Ensuring required configuration for maintaining virtual IP and switch where the virtual machines do the communication
6. Backup and any other operations related to Cloud services.

4.13 Maintenance Activities

DCO has to carry out the Preventive & reactive maintenance of MSDC infrastructure / components. This includes **facilitating 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. 9 am to 6 pm 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 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:

- a) Checking for any loose contacts in the cables & connections for the respective infrastructure and equipment.
- b) Run diagnostics tests on respective infrastructure and equipment.
- c) Cleaning and removal of dust and dirt from the interior and exterior of the equipment.
- d) Ensuring that wiring is done as per the standard.
- e) Ensuring that wiring diagrams are updated, whenever there are modifications.
- f) Ensuring the management of rack space equipment as needed.
- g) 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.
- h) Carrying out and verifying back-ups consistency on regular interval.
- i) Checking and listing all wear and tear of the equipment and site environment.
- j) Ensuring no flammable material is present.
- k) Clearing up of any unnecessary items or Spares. MSDC operator needs to ensure cleanliness within MSDC.

4.14 Roles and Responsibility

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 this section.

Table 1

Sl. No	Activity	SG	DCO	Remarks
	SLA Audit	√		
	Providing the required Bandwidth for connecting the Meghalaya State Data Centre to SWAN	√		DCO shall also ensure such bandwidth are integrated seamlessly with SDC
	Operations & Management of the Meghalaya State Data Centre infrastructure as per SLA		√	Meghalaya State Government would be responsible for providing policies for management
	Offsite data backup	√	√	Provisioning offsite space and the transfer of backup disks from Meghalaya State Data Centre to the offsite location would be the responsibility of State however DCO will provide technical guidance and relevant activities.
	Recurring expenditure like electricity, diesel, etc. during operation	√	√	Electricity bill payment by State.* Diesel, etc on actual consumption, DCO shall raise the bill on quarterly basis and SG will reimburse the same to DCO
	Providing dedicated raw power with energy meter to the SDC	√		

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

DCO – Meghalaya State Data Centre Operator / Bidder

TPA – Third Party Auditor

4.15 Required 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 RFP

S. No	Description	Min Qualification Relevant	Minimum No of Manpower	
1.	Project In-Charge/Project Manager	MBA, 5 Years, ITIL/ITSM Certified	1	
2.	Infrastructure specialist	B.E./B.Tech/ MCA equivalent, 3 Years, Relevant	1	
3.	Technical Specialist - Storage / Backup	B. E/B. Tech/MCA/ MSc IT/ equivalent, 3 Years, MCSE, RHCE, MCP, etc.	1	
4.	Technical Specialist Network	B.E/B. Tech/ MCA/ MSc IT/ equivalent, 3 Years, CCNA, CCNP etc	1	
5.	Cloud Administrator	B.E./B.Tech/ MCA/ MSc IT/equivalent 3 Years, MCSA Cloud platform certification or Relevant	1	
6.	Security Expert	B.E./B.Tech/ MCA/ MSc IT/ equivalent, 5 Years, Security Certifications, CCNP	1	

		Security/CCIE security/CISSP relevant certifications.		
7.	Database Administrator	B.E./B.Tech/ MCA/ MSc IT/equivalent, 3 Years, relevant Certifications	1	
8.	System Engineer	B.E./B.Tech/ MCA/ MSc IT/equivalent 3 Years experience, Relevant Certifications	2	
9.	Infrastructure Support Staff	Graduate/Diploma, 2 Years relevant experiences	2	
10.	NOC Engineer	Graduate/Diploma, 1 Years, EMS	3	
11.	Helpdesk Staff	Graduate, 2 Years Relevant experience	2	
	Total		16	

4.16 Roles and Responsibilities

4.16.1 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. 16.2 Infrastructure Specialist

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. 16.3 Technical Specialist - Backup / 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. 16.4 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. 16.5 Cloud Administrator

Configuration of server parameters, operating systems administration and tuning. Operating system administration, including but not limited to management of users, processes, resource contention, preventive maintenance and management of updates & patches to ensure that the system is properly updated. Re-installation in the event of system crash/failures. Maintenance of a log of the performance monitoring of servers including but not limited to monitoring CPU, disk space, memory utilization, I/O utilization, etc. Event log analysis generated in all the sub systems including but not limited to servers, operating systems, applications, etc. Ensuring that the logs are backed up and truncated at regular intervals. Periodic health check of the systems, troubleshooting problems, analysing and implementing rectification measures. Ensuring the upkeep of existing systems that would be reused and also incorporate necessary changes for new applications if any during the tenure of the contract. Identification, diagnosis and resolution of problem areas pertaining to the SDC Cloud infrastructure and application and maintenance of assured SLA levels. Prepare, Design, implement and maintain standard operating procedures for maintenance of the Cloud infrastructure based on the MITS's policies.

4. 16.6 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, VPN access to user department, managing HIPS & NIPS, 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. 16.7 Database Administrators

Responsible for database administration, should be responsible for database and application change management procedure. Should have worked on 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. 16.8 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.

4.15.9 Infrastructure Support Staff

Responsible for electrical, civil work, Data Cabling, all Building management components, Fire Detection and suppression system etc.

4. 16.10 NOC Engineer-Cum- Helpdesk Staff

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.

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.

4. 16.11 House Keeping Staff

Managing Day to day housekeeping.

4.17 Augmentation of Additional Hardware

In future if any new additional H/W in terms of (IT/ Non IT components) if added to MSDC, the O&M charges for the same shall be calculated @ 1.5 % per Quarter of respective H/W CAPEX.

4.18. List of Equipment/ Materials under scope of works (operation & maintenance) are placed in the annexure of this RFP.

Section – 5 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.

5.1 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 24x7 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 24x7.

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 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.

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4. Resolution for Virus attacks.
5. Compliance and Reporting Procedures.
6. Human resources.

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 Bidder 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 database running on it)	99.749%	For each 0.5 slab (lower) a penalty 1.0 % on QGR shall be charged for each server.	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 1% downtime.

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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	99.499 -99.749 - 0.75% of QGR 99.248 – 99.498 - 1.5% of QGR If the uptime goes below 98.748%,

Note: No penalty shall be charged if downtime is due to any old IT equipment hardware failure for which AMC is not covered

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%.

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2	Rack Temperature (PAC etc...)	Temperature of $20^0 \pm 2^0$ Centigrade at all times.	For Lower Performance (temp more than 22^0 or less than 18^0) a penalty of 0.25% on QGR shall be charged for the variance of 1^0 C.	23^0 - 24^0 - 0.25% of QGR 22^0 - 23^0 - 0.50% of QGR 18^0 - 17^0 - 0.25% of QGR 17^0 - 16^0 - 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%.

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	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 If resolution time exceeding
		Average Resolution	>30>=35	1% of QGR	
			>35>=40	2% of QGR	
			>40 min.	3% of QGR	
			Table B. – Individual		

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		Time (In min)	More than 60 min. (for each call)	Additional 0.01% of QGR	60 min then there will be additional charge of 0.01% on each exceeded call
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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 12 hours. DCO shall also ensure to update the virus signature of antivirus software or take suitable measure as per the alerts of CERT-In. 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	12hours	For a delay of 12 hours a penalty of Rs 5000 per day shall be charged on QGR	T+1 = 5000 T+2 = 10000 And so on (T = after 12 hours from the incident)

Sovereign control of the data and applications both de-jure and de-facto shall be with MITS. 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	DCO shall be responsible for any mismatch	

5.2.6 SLA on Human Resources.

For any vacancy not filled up by the DCO, penalties shall be calculated as per bidder's documents submitted before signing of Contract.

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 shall be calculated as per terms and conditions mentioned in SLA parameters.

Section - 6 Procedure for Submission of bids

6.1.1 Tender Processing Fees and Download of Tender Document

The tender document can be downloaded from state e-procurement portal @ <https://meghalayatenders.gov.in>. Tender fee of Rs. 5000/- (Rupees five thousand only) (non refundable) to be deposited through netbanking to MITS bank account as detailed at Clause 2.5 above. The Bid will not be considered in the absence of the tender fee. The tender fee details to be enclosed along with the Prequalification.

6.1.2 Modes of Submission

- a) It is proposed to have a Three Bid System for this tender:

Pre-Qualification Bid
Technical Bid
Commercial Bid

- b) Pre-Qualification Bid, Technical Bid and Commercial Bid of the Tender should be separate. Please Note that Prices should not be indicated in the Pre-Qualification Bid and Technical Bid but should only be indicated in the Commercial Bid. And if price will be indicated in the Pre-Qualification Bid or Technical Bid, that Bid is liable to be rejected.
- c) The document should be page numbered and appropriately flagged and must contain the list of contents with page numbers.

6.2 Authentication of Bid

The response Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. A letter of authorization shall be supported by a written Power-of-Authority accompanying the Bid. All pages of the Bid, except for un-amended printed literature, shall be initiated in original 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 initiated 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, if so desired by the MITS. MITS will in no case be responsible or liable for those costs, regardless of the outcome of the Tendering process.

6.5 Clarification on Tender Document

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

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

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

MTS will respond to any request for clarification to queries on the Tender Document, received not later than the dates prescribed in Invitation for Bids / Key events and dates. The clarifications, if any, (including the query but without identifying the source of inquiry) will be uploaded on the state e-procurement portal @ <https://meghalayatenders.gov.in>

6.6 Language of Bids

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

6.7 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.

- Format 1: Pre qualification Bid Letter
- Format 2: General information about the Bidder
- Format 3: Pre-Qualification Criteria
- Format 4: Declaration regarding Clean Track Record
- Format 5: Declaration of acceptance of Terms & Conditions in the RFP

Technical Bid

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

- Format 1: Technical Bid Letter
- Format 2: Technical Evaluation Criteria
- Format 3: Manpower Details
- Format 4: Project Experience Details

Financial Bid

- The Financial Bid consists of the **Bill of Quantities (BoQ)** in the e-tender website - <https://meghalayatenders.gov.in>.

6.8 Bid Prices

- The Bidder shall indicate price in the prescribed format, the unit rates and total Bid Prices of the services, it proposes to provide under the Contract. Prices should be shown separately for each item as detailed in the Tender Document. In absence of the above information as requested, the Bid may be considered incomplete and hence rejected. The price components furnished by the Bidder in accordance with format specified will be solely for the purpose of facilitating the comparison of Bids by MITS and will not in any way limit State's right to contract on any of the terms offered.
- The Bidder shall prepare the Bid based on details provided in the Tender Document. It must be clearly understood that the scope of work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by MITS. The Bidder shall carry out all the tasks in accordance with the requirement of the Tender Document & due diligence and it shall be the responsibility of the Bidder to fully meet all the requirements of the Tender Document. If during the course of execution of the project any revisions to the work requirements like Technical specifications, Equipment sizing etc. are to be made to meet the goals of MITS, all such changes shall be carried out within the current price.

6.9. Firm Prices

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

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out. It is mandatory that such charges wherever applicable/payable should be indicated separately in:

6.10 Bid Currencies

Prices shall be quoted in Indian Rupees (INR).

6.11 Bid Security (Earnest Money Deposit)

The Bidder shall furnish, as part of its Bid, a Bid security in the form of Demand Draft /PBG issued by any Nationalized / Scheduled Bank located in India, of Rupees 3,00,000/- (Rupees Three Lakhs only) in favour of “Meghalaya Information Technology Society”, payable at Shillong.

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

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

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

6.12 Bid Validity Period

Period of Validity of Bids

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

Extension of Period of Validity

In exceptional circumstances, State 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.

6.13 Withdrawal of Bids

Written Notice

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

Signing and Marking of Notice

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

6.14 Opening of Bids

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

6.15 Evaluation of Pre Qualification and Technical Bid

The purpose of below evaluation clause is only to provide the Bidders an idea of the evaluation process that State may adopt. However, State reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever and without any requirement of intimating the Bidders of any such change.

6.16 Evaluation of Pre Qualification Bid

- Bidders need to fulfil all the pre-qualification conditions mentioned in Pre-Qualification Criteria of the RFP. State will examine the Bids to determine whether they are complete, whether the Bid format confirms to the Tender requirements, whether any computational errors have been made, whether required EMD has been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- A Bid determined as not substantially responsive will be rejected by State and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- MITS may waive any informality or non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- MITS may at any point of time ask clarifications from the Bidders for getting more clarity of the proposal received. The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted.

6.17 Evaluation of Technical Bid

- After qualifying the Pre-qualification criteria, Technical Bid document will be evaluated as per the requirements specified in the RFP.
- MITS may request the Bidders to make a presentation on their proposal to an Evaluation Committee to be constituted for the purpose.
- All the Bidders who score a Technical Score of (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 comply the minimum technical specifications laid down in the RFP for being qualified technically.
- In order to assist in the examination, evaluation and comparison of Bids, State 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.
- MITS may waive any informality or non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Bids Not Considered For Evaluation

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

6.18 Criteria for Evaluation of Bids

A three-stage procedure will be adopted for evaluation of proposals, with the pre-qualification being completed before the technical evaluation and thereafter financial proposals being opened and compared. Pursuant to the pre-qualification criterion

Bidders will be short-listed for technical Bid. Technical Bids will be opened only for the Bidders who succeed the pre-qualification criterion.

- Technical Bids of the short-listed Bidders will be reviewed to determine whether the technical Bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified.
- The commercial Bids for the technically qualified Bidders will then be opened and reviewed to determine whether the commercial Bids are substantially responsive.
- Conditional Bids are liable to be rejected.

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

Sl.	Criteria	Documents Required	Point System (Total 100 Marks)	Ref Pg No
1	<p>The bidder (prime) has commissioned and installed Data Centre project that meets all the following requirements:</p> <ul style="list-style-type: none">a. An order value of not less than Rs 1 crore During last three years as on 30.11.2020b. Bidder's in house Data Centres shall not be considered unless used for commercial use.	Copy of work order and client certificates should be attached.	<p>Maximum: 10 marks</p> <p>Bidder with maximum numbers of projects (maximum capped to 5 projects) shall be awarded full 10 (1 project=2 Marks) marks and the others shall be awarded marks on relative (pro rata) basis.</p>	10
2	<p>The bidder (prime) has commissioned and installed Data Centre project that meets all the following requirements:</p> <ul style="list-style-type: none">a. ISO 27001 certification for Data Centreb. During last three years as on 30.11.2020 <p>Bidder's in house Data Centres shall not be considered unless used for commercial use.</p>	Copy of ISO 27001 certificates should be attached.	<p>Maximum: 10 marks</p> <p>Bidder with maximum numbers of projects (maximum capped to 5 projects) shall be awarded full 5 (1 project=2 Marks) marks and the others shall be awarded marks on relative (pro rata) basis.</p>	10

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3	<p>The bidder (prime) has commissioned and installed Data Centre project that meets all the following requirements:</p> <p>a. ISO 20000 certification for Data Centre during last three years as on 30.11.2020.</p> <p>Bidder's in house Data Centers shall not be considered unless used for commercial use.</p>	<p>Copy of ISO 20000 certificates should be attached.</p>	<p>Maximum: 10 marks</p> <p>Bidder with maximum numbers of projects (maximum capped to 5 projects) shall be awarded full 5 (1 project=2 Marks) marks and the others shall be awarded marks on relative (pro rata) basis.</p>	10
4	<p>The bidder (prime) should have experience in providing Facility management services to at least one Data Centre that meets all the following requirements</p> <p>a. during the last five years as on 30.11.2020.</p> <p>b. An order value of not less than Rs 1 crores will be considered.</p> <p>Bidder's in house Data Centres shall not be considered unless used for commercial use.</p> <p>Quantified in terms of number of projects will be evaluated</p>	<p>Copy of work order and client certificates should be attached.</p>	<p>Maximum: 10 marks</p> <p>Bidder with maximum numbers of projects (maximum capped to 5 projects) shall be awarded full 10 (1 project=2 Marks) marks and the others shall be awarded marks on relative (pro rata) basis.</p>	10
5	<p>The bidder (prime) must have on its roll at least 25 technically qualified professionals in the area of networking, systems integration and prior experience in providing the Data Centre Infrastructure maintenance services as on 30.11.2020</p>	<p>Certificate from bidders HR Department for number of employees' employed by the company.</p>	<p>Maximum: 10 marks</p> <p>>25 resources =5</p> <p>>50 resources=10</p>	10

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6	At least two resources should be ITIL/ISO 20000 Lead Auditor certified	Name of the employees who are ITIL / ISO 20000 Lead Auditor	Maximum: 5 marks >2 resources =2.5 >5 resources=5	5
7	At least two resources should be ISO 27001 Lead Auditor certified	Name of the employees who are ISO 27001 Lead Auditor certified to be provided.	Maximum: 5 marks >2 resources =2.5 >5 resources=5	5
8	Proposed Manpower (based on the CV submitted experience & professional certifications, Marking will be done on pro-rata basis) Project In-Charge/Project Manager 3 Marks Infrastructure specialist 2 Marks Technical Specialist - Storage / Backup 2 Marks Technical Specialist Network 2 Marks Cloud Administrator 2 Marks Security Expert 3 Marks Database Administrator 2 Marks System Engineer 2 Marks Infrastructure Support Staff 2 Marks		20 Marks	20
10.	Presentation on Proposed solution to run O&M which includes all the points mentioned above.		20 Marks	20

6.19 Evaluation of Financial Bids

The proposal with the lowest cost will be given a financial score of 100 and the other proposal given financial scores that are inversely proportional to their prices. The financial proposal shall be allocated a weightage of 30%.

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The lowest financial offer will be awarded 100 points. The Price scores of other Bidders will be calculated as:

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

Where

F_n = Normalized financial score of the bidder under consideration

F_b = Price quoted by the bidder under consideration

F_m = Lowest price quoted

Similarly, the highest technical scored by the bidder will be awarded 100 points. The technical scores of other Bidders will be calculated as:

$$T_n = (T_s / T_h) \times 100$$

Where

T_n = Normalized Technical score of the bidder under consideration

T_s = stands for the technical score of bidder under consideration

T_h = stands for Highest Technical Score.

Combined and Final Evaluation

- a. The technical and financial scores secured by each Bidder will be added using weightage of 70% and 30% respectively to compute a Composite Bid Score. *[The weightage of technical and financial scores should be customized by the Purchaser]*
- b. The Bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for the award of the Project. The overall score will be calculated as follows:-

$$B_n = (0.70) T_n + (0.30) F_n$$

[In case of 70% weightage to the technical score]

Where

B_n = overall score of Bidder

T_n = Normalized Technical score of the Bidder (out of a maximum of 100 marks)

F_n = Normalized financial score of the Bidder

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- c. In the event the bid composite bid scores are ‘tied’, the Bidder securing the highest technical score will be adjudicated as the Best Value Bidder for the award of the Project.

6.20 Rectification of Errors

Arithmetical errors in the Financial Bid will be rectified on the following basis.

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations.
- If there is a discrepancy between words and figures, the amount in words shall prevail.

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

6.21 Contacting the State Implementation Agency (MITS)

Contact by Writing

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

Rejection of Bid

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

6.22 Notification of Award

Notification to Bidder

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

Signing of Contract

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

Discharge of Bid Security

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

6.23 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 State with such penalties as specified in the Bidding document and the Agreement.

6.24 Bank Guarantee for Contract Performance

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

6.25 Rejection Criteria

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

Pre Qualification Rejection Criteria

- Bids submitted without or with improper EMD.
- Bids which do not conform to unconditional validity of the Bid as prescribed in the Tender.
- Pre-Qualification Bid containing commercial details.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.

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- Any effort on the part of a Bidder to influence the Bid evaluation, Bid comparison or contract award decisions.
- Bids without signature of person (s) duly authorized on required pages of the Bid
- Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- Failure to furnish proofs for information provided

Technical Rejection Criteria

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

Commercial Rejection Criteria

- Incomplete Price Bid
- Price Bids that do not conform to the Tender's price Bid format.
- Total price quoted by the Bidder does not include all statutory taxes and levies applicable.

6.27 Income Tax Liability

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

Section – 7 General Conditions of Contract

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 Client).

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 other stake holder who is covered within the ambit of this Contract, that the Information:

- 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 MITS and the “DCO” 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 **“DCO Representative”** means the person or the persons appointed by the DCO from time to time to act on its behalf for overall coordination, supervision and project management.

7.1.5 **“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.

7.1.6 **“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;

7.1.7 **“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.

7.1.8 **“Data Centre Operator Team”** means the successful Bidder who has to provide services to the Client 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 Agency or other personnel employed or engaged either directly or indirectly by the DCO for the purposes of the Contract.

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7.1.9 **“Parties”** means the Client and the DCO and **“Party”** means either of the Parties.

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

7.1.11 **“Service Specification”** means and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as) as applicable and as 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.

7.1.12 **“Site”** means the entire Data Centre Area including NOC Area, Staging Area, Media, Accessories Room and other auxiliary areas as approved by the MITS for the purposes of the contract wherein the operations/services/facilities as specified in the scope of work are to be provided/ carried out.

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

7.1.14 **“MITS”** shall mean Client and shall include its legal representatives, successors and permitted assignees.

7.1.15 **“Client’s Representative”** shall mean the person appointed by the Client 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 fulfilment of the following conditions precedent by the Implementation Agency.

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

7.4 Scope of work/contract

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

7.4.2 Client has engaged the DCO for operations and maintenance of physical and IT infrastructure 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').

7.4.3 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.

8.4.4 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.

7.5 Duration of the contract

The CONTRACT shall remain valid for a period of 5 (five) years from the date of signing of contract for the Operational and Maintenance period.

7.6 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 Annexure 4.

7.7 DCO Obligations

7.7.1 The DCO would be required to maintain and manage the Meghalaya State Data Centre facilities. It will be the DCO's responsibility to ensure compliance to the requirements of the MITS 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.

7.7.2 In addition to the aforementioned, the DCO shall:

7.7.2.1 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.

7.7.2.2 The DCO shall ensure that 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.

7.7.3 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 its 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 Knowledge of Site Conditions:

7.8.1 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 provide O&M services to the Meghalaya State Data Centre.

7.9 Publicity

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

7.10 Data Centre Operator Team

7.10.1 The DCO shall supply to the Client 5 (five) days prior to the effective date of commencement of services or kick-off meeting whichever is earlier, an organization chart showing the proposed organization/manpower to be established by the DCO for operation 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.

7.10.2 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.

7.10.3 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.

7.10.4 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 miss-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.

7.10.5 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

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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.

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

7.10.7 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.

7.10.8 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.

7.11 Statutory Requirements

- 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, stowaways, foreign exchange etc. and shall keep State indemnified in this regard
- The DCO and their personnel/representative shall not alter / change / replace any hardware component proprietary to MITS and/or under warranty or AMC of third party without prior consent of MITS
- The DCO and their personnel/representative shall not, without consent of MITS, install any hardware or software not purchased / owned by MITS

7.12 Contract Administration

- Either party may appoint any individual / organization as their authorized representative through a written notice to the other party. Each representative shall have the authority to:
- Exercise all of the powers and functions of his/her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof and
- Bind his or her Party in relation to any matter arising out of or in connection with this Contract
- The DCO 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

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- For the purpose of execution or performance of the obligations under this Contract the State's Representative would act as an interface with the nominated representative of the SI. The DCO shall comply with any instructions that are given by the MITS's Representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender
- A Committee comprising representatives from the MITS 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 MITS

7.13 Right of Monitoring, Inspection and Periodic Audit

- MITS reserves the right to inspect by itself or through a Third Party agency and monitor/assess the progress / performance/ maintenance of the SDC components at any time during the course of the Contract, after providing due notice to the SI. MITS may demand any document, data, material or any other information which it may require to enable it to assess the progress of the project.
- MITS shall also have the right to conduct, either itself or through another Third Party as it may deem fit, an audit to monitor the performance by the Third Party of its obligations/functions in accordance with the standards committed to or required by MITS. The DCO undertakes to cooperate with and provide to MITS / any other DCO appointed by the State, 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 MITS may without prejudice to any other rights that it may have issue a notice of default.

7.14 State's Obligations

- The MITS'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. State shall provide adequate cooperation in providing details assisting with coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of MITS is proper and necessary
- MITS shall ensure that timely approval is provided to the DCO, where deemed necessary
- MITS shall approve all such documents as per the above Clause

7.15 Information Security

- 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 MITS, out of State Data Centre premises without prior written permission from MITS
- The DCO shall adhere to the Information Security policy developed by MITS

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

7.16 Ownership of Equipment/licenses

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

7.17 Risk Management

- 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 equipment and components of the SDC, procured for the SDC, 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 all essential steps to reduce and mitigate the risk. State Government will have no liability on this account

7.18 Indemnity

- The DCO shall execute and furnish to MITS a Deed of Indemnity in favour of MITS in a form and manner acceptable to MITS, indemnifying MITS from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
- Any negligence or wrongful act or omission by the DCO or the Implementation Agency's Team / or any third party in connection with or incidental to this Contract; or
- A breach of any of the terms of the Implementation Agency's Bid as agreed, the Tender and this Contract by the Implementation Agency, the Implementation Agency's Team or any third party

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

7.19 Confidentiality

- The DCO shall not use any Information, name or the logo of MITS except for the purposes of providing the Service as specified under this contract;
- The DCO may only disclose Information with the prior written consent of MITS to a member of the DCO's Team ("Authorized Person") if the Authorized Person is obliged to use it only for the performance of obligations under this contract
- The DCO shall do everything reasonably possible to preserve the confidentiality of the Information including execution of a confidentiality agreement to the satisfaction of MITS

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- The DCO shall sign a Non-Disclosure Agreement (NDA) with MITS. The Implementation Agency, its antecedents shall be bound by the NDA. The DCO will be held responsible for any breach of the NDA by its antecedents or delegates
- The DCO shall notify MITS promptly if it is aware of any disclosure of the Information otherwise than as permitted by this Contract or with the authority of MITS.
- The DCO shall be liable to fully recompense MITS for any loss of revenue arising from breach of confidentiality. MITS 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
- The DCO shall not take away or remove in whatever manner any information on any media like but not limited to Floppy, Digital Drives, CDs, DVDs, email etc from SDC without the specific written permission of State. SI, if required, shall take specific permission for each such event
- The DCO shall not use any information which might have come to its knowledge in whatever manner during the discharge of its obligation under the contract for any purpose except strictly for discharging his obligation under the contract and no more

7.20 Term and Extension of the Contract

- The term of this Contract shall be for a period as indicated in the contract and contract shall come to an end on expiry of such period except when its term is extended by MITS
- MITS shall reserve the sole right to grant any extension to the term mentioned above on mutual agreement including fresh negotiations on terms and conditions

7.21 Prices

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 to incorporate downward revisions as applicable and necessary.

7.22 Change Orders/Alteration/Variation

The DCO agrees that the Data Centre O&M requirements given in this RFP are minimum requirements and are in no way exhaustive and guaranteed by MITS. It shall be the responsibility of the DCO to meet all the requirements and 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 MITS. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification which the DCO had not brought out to MITS 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 MITS

Change Order

- The change order will be initiated only in case-
 - (i) MITS 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 MITS and for which cost and time benefits shall be passed on to MITS
- Any change order comprising an alteration which involves change in the cost of the works (which sort of alteration is herein after called a “Variation”) shall be the Subject of an amendment to the Contract by way of an increase or decrease in the Contract Price , if any.

7.23 Suspension of Work

- The DCO shall, if ordered in writing by MITS’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.

7.24 Completion of Contract

Unless terminated earlier, the Contract shall terminate on the completion of term as specified in the Contract. MITS may extend the contract with same terms and conditions based on performance of the bidder.

7.25 Payment Schedule

- The fee amount will be equal to the amount specified in the Tender

Response – Commercial Bid

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

Payment Schedule

- The Total amount of the payment shall be paid in equivalent quarterly to the DCO, and will be calculated based on the period of the project
- The amount of the Quarterly Guaranteed Revenue (QGR) will be in-line with the SLA parameters as defined in the RFP, and the applicable penalties shall be deducted from the QGR

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- No payment will be released before deployment of full onsite DCO O&M team.

7.26 Termination of the Contract

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

7.27 Termination

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

- 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.
- 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.
- 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.

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.

Termination for Convenience:

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

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 6 months in advance indicating its intention to terminate the Contract.

In the event of termination of this contract due to any cause whatsoever the DCO shall be blacklisted.

- 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 take over the obligations of the erstwhile DCO in relation to the execution/continued execution of the scope of this Contract.
- 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

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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.

- 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.
- 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.

7.28 Penalty

Commencement of activities for MSDC O&M and ongoing performance and service levels shall be as per parameters stipulated in this contract, failing which MITS may at its discretion impose penalties on the DCO as defined in the Service Level Agreement of this RFP document

7.29 Force Majeure

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

7.30 Liquidated Damages

MITs may without prejudice to its right to affect recovery by any other method deduct the amount of liquidated damages from any money belonging to the DCO in its hands (which includes MITs'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

7.31 Dispute Resolution

- MITs and the DCO shall make every effort to resolve amicably by direct informal negotiations any disagreement or disputes arising between MITs and DCO under or in connection with the Contract.
- If, after Thirty (30) days from the commencement of such direct informal negotiations, MITs and the DCO have been unable to resolve amicably a Contract dispute, either party can initiate legal litigation process which shall be subject to the jurisdiction of the Civil Court at Shillong only.
- MITs may terminate this contract by giving a written notice of termination of minimum 30 days to the DCO.

7.32 Conflict of Interest

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

7.33 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.

7.34 Governing Language

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

7.35 General

Relationship between the Parties

- Nothing in this Contract constitutes any fiduciary relationship between MITs and DCO / DCO's Team or any relationship of employer employee, principal and agent, or partnership, between MITs and DCO

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- No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract
- MITS has no obligations to the DCO's Team except as agreed under the terms of this Contract

No Assignment

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

Survival

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

Entire Contract

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

Governing Law

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

Jurisdiction of Courts

The Meghalaya High Court, will have exclusive jurisdiction to determine any proceeding in relation to this Contract

Compliance with Laws

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

Notices

A "notice" means:

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

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

To State at:

Member Secretary,
Meghalaya Information Technology Society (MITS)
NIC Building, Ground Floor,
Secretariat Hills, Shillong 793001
Email address: dit-meg@nic.in, shelter.war@nic.in

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

Waiver

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

7.36 Response to RFP Proofs needed

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

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

7.37 Modification

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

7.38 Application

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

7.39 IT Act 2000

Besides the terms and conditions stated in this document, the contract shall also be governed by the overall acts and guidelines as mentioned in IT Act 2000 and its amendment, and any other guideline issued by MITS from time to time.

Section 8: Format for Response to the tender:

8.1 Format for Reponse to Tender: Pre- Qualification Bid

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

Format 1 – Pre-Qualification Bid Letter

To,

Member Secretary,
Meghalaya Information Technology Society (MITS)
NIC Building, Ground Floor,
Secretariat Hills, Shillong 793001

Subject: Appointment of Data Center Operator for Operations and Maintenance of
Meghalaya State Data Centre, Shillong

Reference: Tender No: <TENDER REFERENCE NUMBER>
Dated<DD/MM/YYYY>

Sir,

We, the undersigned Bidders, having read and examined in detail all the Tender documents, do hereby propose to provide the services as specified in the Tender document number <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY> along with the following:

1. EARNEST MONEY DEPOSIT (EMD)

We have enclosed an EMD in the form of a Demand Draft for the sum of Rs. 3,00,000/- (Rupees Three lacs only). This EMD is liable to be forfeited in accordance with the provisions of the Section VII - 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 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:

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Format 2 - General Information about the Bidder

Details of the Prime Bidder (Company)				
1.	Name of the Bidder			
2.	Address of the Bidder			
3.	Status of the Company (Public Ltd/ Pvt. Ltd)			
4.	Details of Incorporation of the Company		Date:	
			Ref. #	
5.	Details of Commencement of Business		Date:	
			Ref. #	
6.	Valid Sales tax registration no.			
7.	Valid Service tax registration no.			
8.	Permanent Account Number (PAN)			
9.	GST No.			
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			
15.	Financial Details (as per audited Balance Sheets) (in crore)			
16.	Year	2017-2018	2018-2019	2019-2020
17.	Net Worth			
18.	Turn Over			
19.	PAT			

Format 3 – Pre-Qualification Criteria

S. No.	Clause	Documents Required	Page No.
1	Tender Fees for amount Rs. 5,000/- (rupees five thousand only)	Transaction ID Date:	
2	BG/DD against Earnest Money Deposit for amount Rs. 3,00,000/- (Three lacs only)	BG/ DD No. Bank: Date:	
3	The bidder (prime) should be a company registered under the Companies Act, 1956 since last 5 years as on 30.11.2020.	Certificate of incorporation and Self Certification of being in the Information Technology business for the last 5 years should be attached	
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 30.11.2020.	Commencement of Business Certificate, Work Orders confirming year and area of activity and Memorandum and Articles of Associations should be attached.	
5	The bidder (prime) should have positive net worth and turnover of more than Rs. 20 crores for each of the last three Financial Years ending on 31.03.2020. The bidder should have been profitable for all these three financial years.	Chartered Accountant certificate for Net-worth, Turnover and PAT should be attached. Copy of the audited profit and loss account/ balance sheet/ annual report of last three financial years (up to 31-Mar-20) shou	

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6	<p>The bidder (prime) should have experience in providing Facility management services to at least one Data Centre, during the last five years as on 30.11.2020. An order value of not less than</p> <p>-Rs 1 crore will be considered.</p> <p>-Bidder's in house Data Centres shall not be considered.</p> <p>-Bidders who have built their own data centre (IDC), for commercial use will be considered</p>	Copy of work order and client certificates should be attached.	
7	<p>The bidder (prime) must have on its roll at least 25 technically qualified professionals in the area of networking, Security, System Administration, Storage and Backup etc and prior experience in providing the Data Centre Infrastructure maintenance services as on 30.11.2020. At least five resources should be ITIL/ ISO 20000 certified and five resources should be ISO 27001 Lead Auditor/ Implementer certified</p>	Certificate from bidders HR Department for number of employees' employed by the company. Name of the employees which are CCNA/ CCNP/ CCIE/ ITIL / ISO 20000 and ISO 27001 Lead Auditor certified to be provided.	
8	<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>	Declaration in this regard by the authorized signatory of the prime bidder should be attached.	
9	<p>Acceptance of Terms and Conditions contained in the RFP document.</p>	Declaration in this regard by the authorized signatory of the prime bidder should be attached.	

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Format 4 - Declaration Regarding Clean Track Record

To,

Member Secretary,
Meghalaya Information Technology Society (MITS)
NIC Building, Ground Floor,
Secretariat Hills, Shillong 793001

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No.] regarding Appointment of D C O f o r Operations and Maintenance of the Meghalaya State Data Centre for a period of 5 (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:

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Format 5 – Declaration of Acceptance of Terms & Conditions in the RFP

To,

Member Secretary,
Meghalaya Information Technology Society (MITS)
NIC Building, Ground Floor,
Secretariat Hills, Shillong 793001

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [No.] For Operations and Maintenance of the 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:

8.2 Format for Response to Tender: Technical Bid

Format 1 – Technical Bid Letter

To,

Member Secretary,
Meghalaya Information Technology Society (MITS)
NIC Building, Ground Floor,
Secretariat Hills, Shillong 793001

Sir,

Subject: Appointment of Data Centre Operator (DCO) for operation & Maintenance of Meghalaya State Data Centre

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

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

1. Earnest Money Deposit (EMD)

We have enclosed an EMD in the form of a Bank Guarantee /Demand Draft for the sum of Rs. 3,00,000/- (Rupees Two lacs only). This EMD is liable to be forfeited in accordance with the provisions of - *General Conditions of the Contract*.

2. Contract Performance Guarantee Bond

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

3. Bid Validity Period

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

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

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

Thanking you, Yours

faithfully,

(Signature of the Bidder) Printed

Name Designation

Seal

Date:

Business Address:

Technical Solution

1. The Bidder should provide detailed information for the following listing all assumptions that have been considered:

a. Operations & Maintenance

1. Proactive and Reactive maintenance
2. Detail of helpdesk and support structure for call maintenance
 - Escalation Plan
3. System Maintenance & Management
4. System / Storage / Database / Network / Security Administration
5. Backup & Restoration

b. Adherence to Best practices like ISO, ITIL, ISO27001, ISO20000 etc.

- Operation, Monitoring, Review, Maintenance and Improvement Plan for ISO 20000-1 and ISO 27001 in MSDC

Format 2 – Technical Evaluation Criteria**Criteria for Evaluation and Comparison of Technical Bids**

The criterion as mentioned in section below shall be used to evaluate the technical Bids. All the Bids scoring at least 70% (70 marks out of 100) marks as per the evaluation criteria below) and above in the technical evaluation will be qualified for commercial Bid opening.

Sl.	Criteria	Documents Required	Point System (Total 100 Marks)	Ref Pg No
1	<p>The bidder (prime) has commissioned and installed Data Centre project that meets all the following requirements:</p> <p>a. An order value of not less than Rs 1 crore during last three years as on 30.11.2020</p> <p>b. Bidder's in house Data Centres shall not be considered unless used for commercial use.</p>	Copy of work order and client certificates should be attached.	<p>Maximum: 10 marks</p> <p>Bidder with maximum numbers of projects (maximum capped to 5 projects) shall be awarded full 10 (1 project=2 Marks) marks and the others shall be awarded marks on relative (pro rata) basis.</p>	10
2	<p>The bidder (prime) has commissioned and installed Data Centre project that meets all the following requirements:</p> <p>a. ISO 27001 certification for Data Centre during last three years as on 30.11.2020</p> <p>b. Bidder's in house Data Centres shall not be considered unless used for commercial use.</p>	Copy of ISO 27001 certificates should be attached.	<p>Maximum: 10 marks</p> <p>Bidder with maximum numbers of projects (maximum capped to 5 projects) shall be awarded full 5 (1 project=2 Marks) marks and the others shall be awarded marks on relative (pro rata) basis.</p>	10

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3	<p>The bidder (prime) has commissioned and installed Data Centre project that meets all the following requirements:</p> <p>a. ISO 20000 certification for Data Centre during last three years as on 30.11.2020.</p> <p>b. Bidder's in house Data Centers shall not be considered unless used for commercial use.</p>	<p>Copy of ISO 20000 certificates should be attached.</p>	<p>Maximum: 10 marks</p> <p>Bidder with maximum numbers of projects (maximum capped to 5 projects) shall be awarded full 5 (1 project=2 Marks) marks and the others shall be awarded marks on relative (pro rata) basis.</p>	10
4	<p>The bidder (prime) should have experience in providing Facility management services to at least one Data Centre that meets all the following requirements</p> <p>a. during the last five years as on 30.11.2020.</p> <p>b. An order value of not less than Rs 1 crores will be considered.</p> <p>Bidder's in house Data Centres shall not be considered unless used for commercial use.</p> <p>Quantified in terms of number of projects will be evaluated</p>	<p>Copy of work order and client certificates should be attached.</p>	<p>Maximum: 10 marks</p> <p>Bidder with maximum numbers of projects (maximum capped to 5 projects) shall be awarded full 10 (1 project=2 Marks) marks and the others shall be awarded marks on relative (pro rata) basis.</p>	10
5	<p>The bidder (prime) must have on its roll at least 25 technically qualified professionals in the area of networking, systems integration and prior experience in providing the Data Centre Infrastructure maintenance services as on 30.11.2020</p>	<p>Certificate from bidders HR Department for number of employees' employed by the company.</p>	<p>Maximum: 10 marks</p> <p>>25 resources =5</p> <p>>50 resources=10</p>	10

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6	At least two resources should be ITIL/ISO 20000 Lead Auditor certified	Name of the employees who are ITIL / ISO 20000 Lead Auditor certified to be provided.	Maximum: 5 marks >2 resources =2.5 >5 resources=5	5
7	At least two resources should be ISO 27001 Lead Auditor certified	Name of the employees who are ISO 27001 Lead Auditor certified to be provided.	Maximum: 5 marks >2 resources =2.5 >5 resources=5	5
8	Proposed Manpower (based on the CV submitted experience & professional certifications, Marking will be done on pro-rata basis) Project In-Charge/Project Manager 3 Marks Infrastructure specialist 2 Marks Technical Specialist - Storage / Backup 2 Marks Technical Specialist Network 2 Marks Cloud Administrator 2 Marks Security Expert 3 Marks Database Administrator 2 Marks System Engineer 2 Marks Infrastructure Support Staff 2 Marks		20 Marks	20
10.	Presentation on Proposed solution to run O&M which includes all the points mentioned above.		20 Marks	20

The financial Bids of only those Bidders will be opened and considered who have scored at least 70 marks in the Technical Evaluation as specified above.

Format 3 – 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 Domain experts, Project Manager, etc. who have to be necessarily the employee of the Vendor. But the other resources like NOC, HelpDesk, Infra Engineer, 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.

A. The Bidder should provide the summary table of details of the manpower that will be deployed on this project for Operations and Maintenance

Sl. No	Role	Qualifications	Certifications	Overall IT Experience (Years)	Relevant experience in the respective role (Years)
1					
2					
3					
4					

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S. No	Item		Details	
1	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	Number of years with the Current Organization			
7	Current job responsibilities			
8	Summary of professional / domain experience			
9	Skill sets			
10	Highlights of assignments handled			
11	Educational Background, Training / Certification including institutions.			
12	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 wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature of Staff Member

Signature of Authorized Signatory

Date:

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Format 4- Project Experience Details

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	
17	Tools deployed. modelling, design, development, testing, project management, EMS	

8.3 Format for Response to Tender: Commercial

Bill of Quantities (BoQ)

S.No	Particular	O&M Cost	GST and other taxes applicable	Total
1	First Year	A	G1	$A1 = A + G1$
2	Second Year	B	G2	$A2 = B + G2$
3	Third Year	C	G3	$A3 = C + G3$
4	fourth Year	D	G4	$A4 = D + G4$
3	Fifth Year	E	G5	$A5 = E + G5$
	Total			$X = A1 + A2 + A3 + A4 + A5$

The value of X will be taken into consideration for calculation of QCBS.

NOTE: Break down of Cost Components of the Successful bidder:

The Successful bidder has to submit the following breakdown of manpower cost to MITS before signing of the contract.

Manpower Cost

Sl. No.	Type of resource	Unit Cost Per Year (incl of all	No. of Resources	Total Cost for 5 years
1	Project In-Charge/Project		1	
2	Infrastructure specialist		1	
3	Technical Specialist - Storage		1	
4	Technical Specialist Network		1	
5	Cloud Administrator		1	
6	Security Expert		1	
7	Database Administrator		1	
8	System Engineer		2	
9	Infrastructure Support Staff		2	
10	NOC Engineer cum Helpdesk		3	
11	Helpdesk Staff		2	
	Total		16	
Total cost for one year in Rupees				
Amount in Words (1 Year):: Rupees				

Annexure - I: Bidding Document Acknowledgement Form

To,

Member Secretary,
Meghalaya Information Technology Society (MITS)
NIC Building, Ground Floor,
Secretariat Hills, Shillong 793001

Dear Sir,

We hereby acknowledge receipt of a complete set of Bidding Documents consisting of Five Annexures (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 the State of Meghalaya 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 the State of Meghalaya and that the said documents are to be used only for the purpose intended by the State of Meghalaya.

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

Telex no:

Fax no: Telephone no:

Personal attention of:

(if required)

Yours faithfully,

(Bidder)

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

Annexure – II: Proforma of Bank Guarantee towards Performance Security

PERFORMANCE GUARANTEE

Ref. No. _____ Bank Guarantee No _____

Dated _____

To,

Member Secretary,
Meghalaya Information Technology Society (MITS)
NIC Building, Ground Floor,
Secretariat Hills, Shillong 793001

Dear Sir,

In consideration of Meghalaya Information Technology Society (MITS), having its office at NIC Building, Ground Floor, Secretariat Hills, 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) after receipt of the work order dated with M/s _____ having its registered/head office at (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and MITS having agreed that the CONTRACTOR shall furnish to MITS a performance guarantee for Indian Rupeesfor the faithful performance of the entire CONTRACT.

2. We (name of the bank _____having head/registered office at _____registered under the laws of_____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rupees. (in figures) _____ (Indian Rupees (in words _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by 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,

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

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

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

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of 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.

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

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of MITS 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)

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Annexure III: Equipment/ Materials under scope of works (operation & maintenance)

MSDC BOM.

Sl. No.	BOM Item	Numbers	Year of installation	Serial Number	Make/ Model
1	Electrical Item	Refer  electrical-annexure.docx	2011	NA	
2	Diesel Generator Set (400 KVA in N+1 configuration)	3	2011	DG1 Serial No. CJS-10093557 DG2 Serial No. CJS-10093528 DG3 Serial No. CJS-10093527	Jackson- JSPF200 with cummins engine
3	UPS for server area (120 KVA in N+1 configuration)	2	2011	201006HI4179/ 201006HI4183	Emerson Hi-Pulse120
4	UPS for BMS, NOC and staging Area (2	3	2011	83221006100996/ 83221006100997/	Emerson GXT 2000L-MT

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Sl.	BOM Item	Numbers	Year of	Serial Number	Make/ Model
	KVA each)			83221006100998	
5	Precision AC (32 TR in N+1 configuration)	3	2011	10224260EC01 10224260EC02 10224260EC03	Emerson PEX-260 EC
6	Comfort AC(2TR each for UPS, NOC, BMS, Staging room, Project manager room)	9	2011	004NLV000455 004NLBU000141 004NLJN000428 004NLWT000137 009LPSY033550 010LPBL036309 004NLMJ00515 004NLDA000418 009LPQN033524	LG LSA6AW2VT6
7	Rodent Repellent Solution	1 Set (29 transducer)	2011	NA	Maser
8	Water Leakage detection System	1 set	2011	NA	JAYFIRE
9	19"36 U server / Network rack	10 (8-Server	2011		NETRACK 36U 19"

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Sl.	BOM Item	Numbers	Year of	Serial Number	Make/ Model
		Racks 2-Network Racks)			
10	CCTV	1 Set, 15 Cameras	2011		
11	Access control system	1 set	2011		
12	High sensitivity Smoke Detection System	1 set solution	2011		VESDA- Xtralis- VLP
13	Hand held fire extinguisher-Class (NAFP4)	9	2011		SAFEX
14	Fire Detection, Control and suppression system	As per specification	2011		Novec1230, 1 cylinder of 600 lbs

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Sl.	BOM Item	Numbers	Year of	Serial Number	Make/ Model
15	Fire proof Enclosure for Media Storage	1	2011		Godrej
16	Building Management software including hardware, license etc	1 set	2011	NA	Honeywell
17	Public Address System	1 set	2011		Bosch LBB-1956100
18	Supply installation of Data cabling	As required	2011	NA	
19	Furniture	12- officer chair 1-executive chair	2011	NA	
20	15 voice port cabling with minimum 15 lines EPABX system	1 set	2011	NA	

Sl. No	BOM Item	Numbers	Year of installati	Serial Number	Make/ Model
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.			on		
IT BOM items					
1	EM64T Type 1 server	4	2011	99E4190 99E4142 99E3741 99E4191	IBM X3850M2 server
2	EM64T Type 2 server	3	2011	99V3060 99V2671 99V3063	IBM X3650M2 server
3	Blade Server Chassis	2	2011	99AFA42 99AFA41	IBM Blade Center E
3	Blade Server as per RFP Specs Additional Blade server for EMS, DNS.	24	2011	99N5096 99N5610 99N5614 99N5048 99N5052 99N5099 99N5050 99N5616 99N5054 99B7791 99B7950 99P7790	IBM HS22, HS12 and LS42 servers

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Sl.	BOM Item	Numbers	Year of	Serial Number	Make/ Model
				99A5414 99N5051 99N5055 99L2391 99N5049 99N5606 99N5094 99P3847 99N5087 99N5053 99N5057 99N5092	
4	Storage SAN Box	1	2011	78K15R6	IBM DS5100
5	SAN Switch	2	2011	13D32X7 13D35YW	IBM (OEM Cisco) MDS9134
6	Tape Library	1	2011	1376082/1317654	IBM TS3310
7	Workstation	6	2011	R8Z8DP2 R8Z8DN9 R8Z8DP1	Lenovo Thinkstation D20

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Sl.	BOM Item	Numbers	Year of	Serial Number	Make/ Model
				R8Z8DP3 R8Z8DN8 R8Z8DP0	
8	Internet Router	2	2011	FHK1441F3X3 FHK1441F3X4	CISCO 3845
9	Access Switch	4	2011	F0C1439Y5DZ F0C1439Y5DM F0C1439Y5DN F0C1439Y5E2	CISCO 3860G
10	Core switch	2	2011	F0K1416GJ5E F0K1415GKGO	CISCO 4510
11	External Firewall	2	2011	USE024N7H2 USE024N7GH	CISCO ASA 5580
12	Server Load Balancer	2	2011	QCF142704TE QCN12480010	

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Sl.	BOM Item	Numbers	Year of	Serial Number	Make/ Model
13	NIPS	2	2011	USE021N576 USE021N572	CISCO IPS 4270
14	HIPS	23	2011	SVP-LNX-001-PB-M SPSW-BRNZ-P-M SVPW-001-L E0C9CLL	HIPS.
15	KVM Switch	5	2011	AIA7S094AER0006 AIA7B094AEA0009 AIA82056AE80007 AIA8W056AE20008 AIA81056AE70009	ATEN KN series
16	Microsoft Windows Server Enterprise Edition	20	2011	NA	Microsoft Windows 2008 server enterprise edition
17	Directory Services	100	2011	NA	Microsoft Windows CALs
18	Linux Server Ent Edition (With Clustering)	12	2011	NA	Red Hat Enterprise Linux Advance Platform

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Sl.	BOM Item	Numbers	Year of	Serial Number	Make/ Model
19	MS SQL Enterprise Edition	1	2011	NA	MS SQL Enterprise Edition 2008
20	Anti Virus software with 50 client licenses	50	2011	NA	McAfee with 40 licenses for Microsoft and 10 licenses for Linux
21	Proxy Software	1	2011	NA	Squid-Bundled with RHEL Operating System
22	Syslog Software	1	2011	NA	KIWI syslog server 9.0 software
1	EM64T Type 1 server	4	2016		IBM X3850M2 server
2	Cloud Management Solution	1			Sify Cloud infinity version
3	CAL Licenses for Cloud Management	4	2016		
4	Servers (Dell PowerEdge R720/R530)	4	2016		Change to Dell Power Edge 530
5	Linux Enterprise Edition (Latest OEM Version) Operating System	2	2016		Red Hat Enterprise Linux
6	Windows Data Centre Edition (Latest OEM version)	2	2016		Microsoft Windows 2012 server enterprise edition

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Sl.	BOM Item	Numbers	Year of	Serial Number	Make/ Model
	Operating System				
1	32 TB SAS HDDS with all hardware and software licenses to meet the technical requirement	1	2015		Hitachi
2	Heterogeneous replicator (Hitachi VSP)	1	2015		Hitachi
3	Access Fibre Switch of 32 Ports (CISCO MDS 9148)	2	2015		CISCO
4	DELL Netvault Backup Solution	1	2016		Dell
5	Fortigate UTM 501E	2	2020		Fortigate
6	Blade enclosure (Dell MX7000)	1	2020		Dell
7	Blade Servers (Dell MX740c)	4	2020		Dell
8	Desktop	9	2020		

Annexure – IV: Abbreviations

<i>AAA</i>	<i>Authentication, Authorization and Accounting</i>
<i>ACL</i>	<i>Access Control List</i>
<i>ARP</i>	<i>Address resolution protocol</i>
<i>BGP</i>	<i>border gateway protocol</i>
<i>BOQ</i>	<i>Bill of Quantities</i>
<i>CPU</i>	<i>Central Processing Unit</i>
<i>DCO</i>	<i>Data Centre Operator</i>
<i>DHCP</i>	<i>Dynamic Host Configuration Protocol</i>
<i>DMZ</i>	<i>De-Militarized Zone</i>
<i>DNS</i>	<i>Domain Name Server</i>
<i>EMS</i>	<i>Enterprise Management System</i>
<i>FC</i>	<i>Fiber Channel</i>
<i>FCIP</i>	<i>Fiber Channel over IP</i>
<i>FTP</i>	<i>File Transfer Protocol</i>
<i>FAT</i>	<i>Final Acceptance Test</i>
<i>G2B</i>	<i>Government To Business</i>
<i>G2C</i>	<i>Government To Citizen</i>

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<i>G2G</i>	<i>Government To Government</i>
<i>GBIC</i>	<i>Giga Bit interface</i>
<i>Gbps</i>	<i>Gigabits per second</i>
<i>GE</i>	<i>Gigabit Ethernet</i>
<i>GHz</i>	<i>Giga Hertz</i>
<i>GUI</i>	<i>Graphical User Interface</i>
<i>H/W</i>	<i>Hardware</i>
<i>HDD</i>	<i>Hard Disk Drive</i>
<i>HIPS</i>	<i>Host Intrusion Prevention System</i>
<i>HTML</i>	<i>Hypertext Markup Language</i>
<i>I/O</i>	<i>Input/ Output</i>
<i>IDS</i>	<i>Intrusion Detection System</i>
<i>IP</i>	<i>Internet Protocol</i>
<i>IEEE</i>	<i>International electrical and electronics engineers</i>
<i>IPS</i>	<i>Intrusion Prevention System</i>
<i>IT</i>	<i>Information Technology</i>
<i>ITIL</i>	<i>Information Technology Infrastructure Library</i>
<i>Kbps</i>	<i>Kilobits per second</i>
<i>L2</i>	<i>Layer 2</i>

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<i>LACP</i>	<i>Link Aggregation Control Protocol</i>
<i>LAN</i>	<i>Local Area Network</i>
<i>LUNs</i>	<i>logical unit number</i>
<i>MAC</i>	<i>Media Access Control</i>
<i>Mbps</i>	<i>Megabits per second</i>
<i>NAT</i>	<i>Network Address Translation</i>
<i>NOC</i>	<i>Network Operation and Control</i>
<i>OEM</i>	<i>Original Equipment Manufacturer</i>
<i>OFC</i>	<i>Optical Fiber Channel</i>
<i>OS</i>	<i>Operating System</i>
<i>QoS</i>	<i>Quality of Service</i>
<i>QGR</i>	<i>Quarterly Guaranteed Revenue</i>
<i>RAM</i>	<i>Ran Access Memory</i>
<i>RDBMS</i>	<i>Relational Database Management System</i>
<i>S/W</i>	<i>Software</i>
<i>SAN</i>	<i>Storage Area Network</i>
<i>SAS</i>	<i>Secure Attention Sequence</i>
<i>SFP</i>	<i>Small Form Factor Pluggable</i>
<i>SLA</i>	<i>Service Level Agreement</i>

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<i>SNMP</i>	<i>Small Network Management Protocol</i>
<i>SI</i>	<i>System Integrator</i>
<i>TB</i>	<i>Terra Byte</i>
<i>TCP</i>	<i>Transmission Control Protocol</i>
<i>VLAN</i>	<i>Virtual Local Area Network</i>
<i>VPN</i>	<i>Virtual Private Network</i>
<i>WAN</i>	<i>Wide Area Network</i>
<i>XML</i>	<i>Extensible Markup Language</i>