

**RFP Volume 1**  
**For Appointment of an Agency for**  
**Establishment and Operations & Maintenance of**  
**Physical cum IT infrastructure**  
**For**  
**Nagaland State Data Centre**  
**At**  
**KOHIMA**



**Nagaland State e-Governance Society**

**Directorate of Information Technology,  
Below New Secretariat, Thizama Road,  
Nagaland, Kohima - 797 001**

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# **SECTION – I**

# **Invitation for Bids**

## **1 Section I - Invitation for Bids**

The National e-Governance Plan (NeGP) approved by the Government of India includes establishment of core IT infrastructure comprising of SWAN, SDC and CSC for supporting the various Mission Mode Projects (MMP's). SDC with its robust infrastructure is envisioned as the shared, reliable and secure services centre for hosting and managing the e-Governance Applications of the State and its constituent departments' and enable the Government to deliver the services quickly and effectively to its stakeholders.

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

### **1.1 Issuer**

Nagaland State e-Governance Society (NSeGS) an State designated agency on behalf of DIT (Department of Information Technology), Government of Nagaland State invites proposals from leading firms in the IT industry for "Design, Site Preparation, Supply, Installation, Commissioning, Maintenance and Operations of the Nagaland State Data Centre for a period of five years from the date of acceptance". The scope of work and requirement of the State Government for this project are specified in Volume I of this Request for Proposal (RFP) Volume II furnish the details of technical requirement for Nagaland SDC project. Nagaland State Data Center has been identified as Small State Data Center

### **1.2 Contact Person**

"Secretary IT & CEO NSeGS",  
Directorate of Information Technology,  
Below New Secretariat,  
Thizama Road, Nagaland, Kohima – 797 001  
Telephone – 0370 -2271470  
Fax No - 0370 – 2271469  
Email Id - dit-ngl@nic.in



**1.3 Address of Bid Submission and Correspondence**

Directorate of Information Technology,  
 Below New Secretariat Complex, Thizama Road,  
 Kohima, Nagaland – 797001.

**1.4 About The RFP Document**

The Request for Proposal document comprises two volumes details of the same are as follows:

- Volume I, Section I – Invitation for Bids
- Volume I, Section II –Eligibility Criteria
- Volume I, Section III – Project Profile
- Volume I, Section IV – Scope of Work
- Volume I, Section V – Service Level Agreement
- Volume I, Section VI – Instructions to Bidders
- Volume I, Section VII – Terms & Conditions of the Contract
- Volume I, Section VIII – Format for Response to Tender – Pre Qualification Bid
- Volume I, Section IX – Format for Response to Tender – Technical Bid
- Volume I, Section X – Format for Response to Tender – Commercial Bid
- Volume II, Section I – Technical Requirements
- Volume II, Section II – Bill of Material
- Volume II, Section III – Proforma

**1.5 Key Events & Dates**

Event	Target Date
Sale of tender	22 <sup>nd</sup> July to 19 <sup>th</sup> August 2009 till 11 AM
Last date to send in requests for clarifications on the tender	6 <sup>th</sup> August up to 2:00 PM
Date and Time for Pre- Bid Conference	19 <sup>th</sup> August at 11:00AM onwards
Last date for submission of bids	18 <sup>th</sup> September 2009 up to 2:00 PM
Opening of Pre qualification bids	Will be notified by the client later

Event	Target Date
Evaluation of Pre qualification bids and notification to bidders qualifying Pre-Qualification round	As notified by the client
Opening of technical bids	As notified by the client
Presentation on technical bid by short-listed bidders, if required	As notified by the client
Declaration of short-listed bidders, for Technical	As notified by the client
Opening of commercial bids.	As notified by the client
Declaration of successful of bidders	As notified by the client.

**Note: This Tender Document is not transferable.**

#### 1.6 Procurement of RFP Document

The RFP document can be downloaded from the website [www.ltngl.nic.in](http://www.ltngl.nic.in), [www.nagaland.nic.in](http://www.nagaland.nic.in) and can also be collected from the office of the State Government address mentioned in section 1.3, volume 1, of this RFP during the office hours on all working days from 22<sup>nd</sup> July 2009 to 19<sup>th</sup> August 2009 till 11 AM on the submission of an application with payment of the non refundable fee of **Rs. 5000/- (Rupees Five Thousand Only)**. This fee shall be paid in form of a demand draft of any Indian Nationalized bank, in favour of “**CEO Nagaland State eGovernance Society**”, **(NSeGS) payable at Kohima, Nagaland.**

#### 1.7 Pre Bid Conference

The State Government will organize a Pre Bid Conference on 19<sup>th</sup> of August 2009, 11:00 AM onwards in the **Conference Hall, O/o Directorate of Information Technology, Below New Secretariat Complex, Thizama Road, Kohima, Nagaland.** **The decision of the State Government regarding acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances.** The bidders may submit their queries in writing not later than **2.00 PM of 6<sup>th</sup> August 2009.** It

may not be possible at the Pre Bid Conference to answer questions which are received late. The responses will be conveyed to all the prospective bidders (by way of hosting amendments/ clarifications on the website i.e. at [www.ltngl.nic.in](http://www.ltngl.nic.in)) in accordance with the respective clauses of the RFP within 7 working days of completion of the Pre Bid Conference and no participant would be intimated individually about the response of the State Government.

Furthermore, **only those prospective participants (System Integrators or OEMs shall be take part during the Pre-Bid Conference), who will purchase the bid document on 19<sup>th</sup> August 2009 before 11.00 AM and only their queries in connection with this RFP will be entertained. Maximum 2 (two) personnel from each bidder will be allowed to participate in the pre-bid conference.**

### **1.8 Amendment of RFP Document**

The State Government may, for any reason, whether at own initiative or in response to a clarification requested by the Bidder, modify the bidding document by amendment. Any amendment made in the RFP will be hosted in the web site ([www.ltngl.nic.in](http://www.ltngl.nic.in)) and will be- intimated the respective participants/ bidders through e-mail and such amendments shall be binding on them. Only the Bidders who have purchased the Bidding Document shall be intimated of the amendment through e-mail however the State Government would not be responsible if the bidders do not get the individual intimates of such amendments. **The bidders are therefore advised to visit the aforementioned website on regular basis for checking necessary updates.** The State Government reserves the rights to amend the dates mentioned in clause 1.5 of this volume for bid process.

### **1.9 Venue and Deadline for submission of proposal**

Proposals for Nagaland SDC Project must be received at the address specified below not later than **dates specified in Section 1.5 of this volume at the following address**

“Director”  
Directorate of Information Technology,  
Below New Secretariat Complex, Thizama Road,  
Kohima, Nagaland – 797001.

Any proposal received to the State Government after the deadline for submission of proposals mentioned in Section 1.5 above will be summarily rejected and returned unopened to the Bidder. State Government shall not be responsible for any postal delay

or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

# **SECTION – II**

# **Eligibility Criteria**



**2 Section II – Eligibility Criteria**

The bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements, as described in the tender documents. The bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the Nagaland State Data Centre (NSDC) and support services (for NSDC) sought by the State Government, for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the tender document. The invitation to bid is open to all bidders who qualify the eligibility criteria as given below:

S. No	Clause	Document Required
1.	The Bid can be submitted by an individual or a consortium.  In case of consortium applicant, consortia shall submit a valid Memorandum of Understanding (MOU)/agreement.	“Consortium” shall mean more than one company which joins with other companies of complementing skills to undertake the scope of work defined in this RFP.  Memorandum of Understanding (MOU)/agreement among the members signed by the Authorized Signatories of the companies dated prior to the submission of the bid to be submitted in original.  The MoU /agreement shall clearly specify the prime bidder, stake of each member and outline the roles and responsibilities of each member.
2.	The bidder (prime) should be an company registered under the Companies Act, 1956 since last 3(three) years	Certificate of incorporation
3.	The bidder (prime) should be an established Information Technology company/ IT System Integrator and should have been in this business for a period exceeding three years as on 31.03.2008	Work Orders confirming year and Area of activity.  Memorandum and Articles of Associations should be attached.

S. No	Clause	Document Required
4.	The bidder (prime) should have ISO 9001:2000 Certificate.	Valid ISO 9001:2000 certificate
5.	<p>The bidder (prime) should have commissioned and installed at least one Data Center project that meets all the following requirements during the last three (3) years as on 31.03.08 :</p> <p>a. An order value (including IT and Non-IT but excluding basic building structure cost) of not less than Rs 5 crores.</p> <p>b. Valid BS 7799 / ISO 27001 certification.</p> <p>Note:</p> <ul style="list-style-type: none"> <li>• Bidder's in house data centers shall not be considered.</li> <li>• Bidders who have built their own Internet Data Centre (IDC), for commercial use will be considered.</li> </ul>	<p>a) Copy of work order / client certificates. For IDC bidder, certificate from Company Secretary confirming the order value/cost.</p> <p>b) Valid certification</p> <p>(IDC bidder shall also submit customer work orders)</p>
6.	<p>The bidder should have experience in providing Facility management services to at least one data center, for the last three years i.e. 2005-2006,2006- 2007 &amp; 2007-08</p> <p>Note:</p> <ul style="list-style-type: none"> <li>• Bidder's in house data centers shall not be considered.</li> <li>• Bidders who have built their own Internet Data Centre (IDC), for commercial use will be considered.</li> </ul>	Copy of work order/ Client Certificates.
7.	The bidder (prime/Consortium partner) should have a CMMI level 5 Certificate.	Valid CMMI Level - 5 certificates needs to be attached.
8.	The bidder (prime) should have positive net	Chartered Accountant certificate for

S. No	Clause	Document Required
	worth and turnover of more than Rs. 100 crores for each of the last three Financial Years ending on 31.03.2008	Net-worth  Copy of the audited profit & loss account of the company showing turnover of the company for the last three years (upto 31- Mar-08).
9.	a) The bidder (prime) must have on its roll at least 100 technically qualified professionals in the area of networking, systems integration & prior experience in providing the Data Center Infrastructure maintenance services as on 31.03.2008.  b) At least five resources should be ITIL certified and five resources should be BS7799/ISO 27001 lead Auditor or Lead Implementer certified.	a) Certificate from bidders HR Department for number of technically qualified professionals employed by the company.  b) Name of the employees along with certified copies of the certifications done, which are ITIL / BS7799/ISO 27001 Lead Auditor or Lead Implementer certified to be provided.
10.	The bidder (prime) should furnish, as part of its bid, an Earnest Money Deposit (EMD) of <b>Rs 30, 00,000.</b>	The EMD should be demonstrated in the Indian rupees and should be in the form of DD
11.	The bidder (prime) & all consortium partners shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.	Declaration in this regard by the authorized signatory of the prime bidder should be attached.
12.	The bidder (prime) should submit valid letter from the OEMs confirming following:  a. Authorization for bidder  b. Confirm that the products quoted are not end of life products  c. Undertake that the support including	OEMs include:  <ul style="list-style-type: none"> <li>• Compute Infrastructure</li> <li>• Networking Infrastructure</li> <li>• Storage Infrastructure</li> <li>• UPS</li> <li>• HVAC</li> <li>• Generator</li> <li>• Fire detection &amp;Suppression</li> </ul>

S. No	Clause	Document Required
	spares, patches for the quoted products shall be available for next 6 years	• Surveillance
13.	The selected bidder (prime) should have an office in the state. However, if the local presence is not there in the state, the selected bidder (prime) should give an undertaking for establishment of an office, within two months of award of the contract.	Relevant Documents or Undertaking signed by the Authorized Signatory.
14.	Valid Sales Tax registration certificate, valid Service Tax registration certificate and Permanent Account Number (PAN/ TAN) issued by income Tax department.	Copy of each registration certificates should be provided along with up-todate VAT clearance certificate.

# **SECTION – III**

## **Project Profile**



### 3 Section III – Project Profile

#### 3.1 SDC Overview

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

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

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

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

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

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

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

### **3.2 Insight to Nagaland State Data Centre (NSDC)**

#### **a. Objectives**

Following summarizes the broad project objectives envisaged by the State Government:

- Design and Site Preparation of the Nagaland State Data Centre (NSDC) in terms of the civil, electrical and mechanical work and all other necessary components required to build the Data Centre in line with the SDC Guidelines given by Department of Information Technology, Government of India.
- Supply, installation and setting up of the necessary basic Infrastructure (State of the Art UPS and Air-Conditioning System, Fire Detection and Control System, Diesel Generator Units, Lighting system, Fire Detection and Control system, Power and Network Cabling etc.).
- Supply, installation and setting up of the multi-layer Physical Security infrastructure like bio-metric/Smart card etc. based access-control system, CCTV/ surveillance systems.
- Establish effective and efficient Infrastructure monitoring & management practices to ensure reliability, availability, quality of services and security of the Information systems
- Help Government departments to focus on addressing the issues in service delivery & administration.

- Help in freeing the Government departments from the problems relating to vendor management, Infrastructure, Security and performance management to a competent Implementation Partner identified for the entire State.
- The NSDC will be integrated with the SWAN for providing access to the Information Systems hosted in the SDC to all the Stakeholders across the State.

**b. Envisaged Outcomes**

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

**C. Application Details**

- Inventory of current applications and associated IT infrastructure with respect to Nagaland State as

S. No.	Name of Department	Name of Application	Key Functionalities	Centralized / De-centralized	Migration to centralized architecture, if relevant	Reach / End Users	Application Platform
1	Govt. of Nagaland	Personnel Information System	Centralized Online Application which can capture the all the govt. employee Data in regard to Employee Bio-Data, Service History, Promotion, Transfer and Training attended.	Centralized		State Higher Authority and Govt. Employees	Windows ASP 3.0
2	District Administration	ILP- Inner Line Permit Monitoring System	Any non indigenous inhabitants of Nagaland who desire to enter Nagaland require an Inner Line Permit (ILP). This System Registers such persons visiting the state, generate various reports and	Stand Alone	Migration to Centralized System in future	District Administration and Enforcement Agencies(Police )	Windows

S. No.	Name of Department	Name of Application	Key Functionalities	Centralized / De-centralized	Migration to centralized architecture, if relevant	Reach / End Users	Application Platform
			issue permit				
3	Soil and Water Conservation	Weather Information System	The System captures 15 different weather parameters from 14 Meteorological Stations in different parts of the state. These information are used by Agri. & Allied depart for right selection of crops, plants species best suited to climatic conditions and for designing and construction of engineering structures. Data bank for determining Climatic	Centralized		Agriculture and Allied Departments, Construction Agencies.	Windows 2003 & ASP 3.0



S. No.	Name of Department	Name of Application	Key Functionalities	Centralized / De-centralized	Migration to centralized architecture, if relevant	Reach / End Users	Application Platform
			Change.				
4	Guwahati High Court, Kohima Branch	Pay Roll Processing System	This application has the feature to handle all the	Decentralized	Migration to Centralized System in	High Court	Windows

S. No.	Name of Department	Name of Application	Key Functionalities	Centralized / De-centralized	Migration to centralized architecture, if relevant	Reach / End Users	Application Platform
			<p>necessary tasks in preparing the pay bill for different categories of Staff. The system can generate report for salary statements like Pay Bill, Bill Abstract, GPF Schedule, HBA Schedule, GIS Schedule, MCA Schedule, Pay Slip and all the standard deductions like professional tax, House Tax, Income tax, and recovery for advances. The system is user friendly and is generic in nature which can be implemented in all the government offices in the state</p>		future		

S. No.	Name of Department	Name of Application	Key Functionalities	Centralized / De-centralized	Migration to centralized architecture, if relevant	Reach / End Users	Application Platform
5	Election	Randomization Software for Election Department:	Online Election Results, Search Engine for finding the name of electors, Hosting the voters database info to election portal	Decentralizes	Migration to Centralizing system in future	Election Dept	Windows over Oracle forms
6	Rural Development	Habitation Survey 2003 for Nagaland	It is the online habitation of drinking water supply to the state.	Centralized	Migration to Centralizing system in future	Rural Development	MS Access XP
7	Transport Dept.	SARATHI & VAHAN	Sarathi software implemented in the state with an official inauguration by RTO, Kohima in July 2006. Vahan software training was provided to all district Transport officials and staff at NIC, Nagaland State Centre from 14-17 Feb 2007. NIC State	Centralized		Transport dept and other private.	Linux over Java/oracle

S. No.	Name of Department	Name of Application	Key Functionalities	Centralized / De-centralized	Migration to centralized architecture, if relevant	Reach / End Users	Application Platform
			Coordinator attended the seminar in NIC Hqrs for implementation of the Project on 27-28 Feb 07.				
8	Agriculture	AGMARKNET	Computerization of Agricultural Produce Marketing Centers in the State of Nagaland had taken up in phase manner	Centralized		District and Non Govt. user.	Windows .ASP 3.0
9	IT	eModop	Online grievance redressal system	Centralized		District and Non Govt. user.	Linux, MySQL 5

P.S. → Selected bidder / DCO have to host minimum one State Level Application at the NSDC for the FAT purpose. State Government has decided to host “eModop” application of Department of Information Technology would be hosted at NSDC server for the FAT purpose.

- **List of applications to be hosted in NSDC.**

S. No	Applications	Department
1	Personnel Information System	Govt. of Nagaland
2	ILP- Inner Line Permit Monitoring System	District Administration
3	Weather Information System	Soil and Water Conservation
4	Pay Roll Processing System	Guwahati High Court, Kohima Branch
5	Randomization Software for Election Department:	Election Dept
6	Habitation Survey 2003 for Nagaland	Rural Development
7	Transport (Sarathi & Vahan)	Transport Dept.
8	AGMarknet	Agriculture
9	CIC Portal	IT Dept.
10	Electricity Billing	Electricity Dept.
11	ITNGL.Nic.in	IT Department
12	Web site of Transport department	Transport
13	Web site of Health department	Health
14	Web site of Social welfare department	Social Welfare
15	Web site of Food and civil services department	Food and civil Services
16	Web site of Tourism department	Tourism
17	Web site of Animal Husbandry and Vet. Services department	Animal Husbandry
18	Web site of Horticulture department	Horticulture
19	Web site of Industries Department	Industries
20	Enhanced Value Added Taxes Central Sales Tax Management System	Sales Tax
21	Web site of Finance department	Finance
22	Web site of Planning and Coordination department	Planning & Coordination
23	Pay and Accounts	Finance



# **SECTION – IV**

## **Scope of Work**

#### 4 Section IV – Scope of Work

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

- Design, Supply, Installation, and Commissioning Phase
- Operation and Maintenance phase

For detailed requirement specifications for each of the SDC components, **refer Volume II, Technical Terms**

##### 4.1 Design, Supply, Installation and Commissioning Phase

The broad scope of work of the selected bidder / DCO during this phase will include the following, but is not limited to:

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

- Commissioning & Acceptance Testing shall involve the completion of the Data Centre site preparation, supply and installation of the required & necessary components and making the Data Centre available to State Government for carrying out live Operations and getting the acceptance of the same from the State Government.
- Application migration would be responsibility of the user department however DCO would facilitate the department to migrate the application. For details please refer Section 4.1.4.2
- Acceptance testing shall be carried out before the commencement of Live Operations. The Nagaland State Data Centre (NSDC) would be tested for the following parameters:
  - Electrical Requirements
  - Cooling & Environmental Control
  - Fire Detection, Prevention & Suppression requirements
  - Surveillance & Physical Security
  - LAN Passive Components
  - IT Security
  - Successful hosting/ collocation of at least one departmental application.
- Training of personnel Refer, Clause 4.1.5
- All documentation generated during design, installation and commissioning phase shall always be made available to the State Government on request.

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

#### **4.1.1 Design**

The selected DCO shall design the Data Centre in line with minimum requirements as laid out in TIA 942 specifications for Tier II Data Centre wherever possible. The design should ensure an uptime of 99.749% on a quarterly basis. Some of the key considerations for designing the NSDC are given below:

##### **a. Scalability**

All components of the Nagaland State Data Centre (NSDC) must support scalability to provide continuous growth to meet the requirements and demand of various departments. The NSDC should support both vertical (the growth of computational power within one operating environment) and horizontal scalability (leveraging multiple systems to work together on a common platform in parallel). Modular design of the NSDC is an excellent strategy to address growth without major disruptions. The NSDC

should be easily expanded or upgraded on demand. Scalability of IT Infrastructure is important because new computing component(s) would be constantly being deployed, either to replace legacy component or to support new missions.

Racks:

Initially; 8

• Storage:

Initially – 5 TB

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

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

#### **b. Availability**

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

#### **c. Interoperability**

The entire system/subsystem of NSDC should be interoperable, in order to support information flow and integration. Operating systems and storage technologies from different vendors must integrate well with each other to achieve the overall objectives of Data Centre. These systems should support the open architecture solutions and open systems, where information/data can be ported to any system, whenever desired.

#### **d. Security**

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

all the system logs should be properly stored & archived for future analysis and forensics whenever desired.

The SDC layout should be divided into domains such as:

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

#### **e. Manageability**

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

#### **f. Integration of NSDC with SWAN**

The NSDC should be designed for seamless integration with SWAN and CSC. Bandwidth requirement between SWAN (along with CSC) and SDC needs to be taken into consideration; so that there should not be any bottleneck for accessing the SDC services from the offices connected using SWAN. The distance between NagaSwan SHQ and NSDC is approximate 200 meters, therefore it is DCO responsibility to lay down Fibre /CAT 6 cable for the connectivity between SWAN SHQ and SDC.

#### **g. Internet bandwidth at SDC**

Selected bidder/DCO shall be responsible for provisioning of internet bandwidth at NSDC. It is proposed to have 2 Mbps connectivity upgradeable to 4 Mbps in redundant mode at NSDC preferably from 2 different service providers using separate last mile link.



However, the State Government would be reimbursing the cost of the bandwidth on actual to DCO. (This will not be part of QGR). Furthermore, DCO shall be responsible for provisioning of bandwidth at NSDC, ensure availability, need to co-ordinate & liaison with ISP for Internet links.

#### **h. Storage**

The storage requirement for the entire SDC environment should be taken into consideration. This would be based on the number of applications, their database structure, users and transactions volume. DCO should design the storage solution keeping in mind the relevant requirement and its usage in line with SDC's objective. The storage system should be scalable enough to handle future requirements. The DCO should also adopt detailed System and Data back-up processes and methodologies, using industry standard tools to provide long term storage and archival solution.

#### **4.1.2 Site Preparation**

The State Government has planned to implement the NSDC at 1st floor of Directorate of science & technology Building, Below New Secretariat, Thizama Road, and should provide the necessary minimum constructed space for locating the NSDC. Selected bidder / DCO shall arrange for necessary clearances which shall enable to undertake civil, electrical, and mechanical works including false ceiling, partitioning, installation of electrical component, cable laying etc at the NSDC site and the DCO should construct the further necessary area for the SDC from the given constructed space by the State Government. Nagaland State falls in Seismic Zone – V.

The overall site preparation work will also include the site strengthening and maintain NSDC server farm area and UPS room with the requisite load bearing capacity.

#### **4.1.3 Supply / Installation**

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

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

#### **4.1.4 Testing and Commissioning**

Commissioning shall involve the completion of the NSDC site preparation, supply and installation of the required components / equipment and making the Nagaland State Data Centre available to State Government for carrying out live Operations and getting the acceptance of the same from the State Government. Testing and Commissioning shall be carried out before the commencement of Operations.

##### **4.1.4.1 Final Acceptance Testing:**

The final acceptance shall cover 100% of the Nagaland State Data Centre (NSDC). After successful testing by the third party monitoring agency, a Final Acceptance Test Certificate shall be issued by the State Government to the DCO. The date on which Final Acceptance certificate is issued shall be deemed to be the date of successful commissioning of the NSDC.

Prerequisite for Carrying out FAT activity

- The State Government shall define detailed test plan. This shall be submitted by DCO before FAT activity to be carried out.
- All documentation related to NSDC and relevant acceptance test document (including IT Components, Non IT Components etc.) should be completed & submitted before the final acceptance test to the State Government.
- The training requirements as mentioned should be completed before the final acceptance test.
- Successful hosting of at least one departmental application. It is proposed to host “eModop” application in the NSDC for this FAT purpose. For details please refer next section.
- For both IT & Non-IT equipment's / software manuals / brochures / Data Sheets / CD / DVD / media for all the NSDC supplied components

The FAT shall include the following:

- All hardware and software items must be installed at NSDC site as per the specification.
- Availability of all the defined services shall be verified. The DCO shall be required to demonstrate all the features/facilities/functionalities as mentioned in the RFP.

- Detailed test plan shall be defined by the monitoring agency in consultation with State Government.
- The DCO will arrange the test equipment required for performance verification. Successful bidder will also provide documented test results.
- The DCO shall be responsible for the security audit of the network to be carried out by a certified agency other than the successful bidder.

#### 4.1.4.2 Application Hosting at NSDC

- **Different models for Application Hosting**

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

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

**Definition of Models:**

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

**Application for FAT**

Successful hosting of at least one departmental application initially required for FAT purpose. The State Government has identified the application, known as “eModop”, for Nagaland State Data Centre FAT .DCO would provide Dedicated Hosting Service to the eModop application. DCO will be responsible for facilitating application owner by providing all requisite Infrastructure and service for dedicated hosting such as Application Server, database server and other IT and Non IT Infrastructure and services such as Storage & backup ,Security, Networking and Monitoring etc.

- eModop at NSDC. DCO will require to co-ordinate with application owner / State Government and get the necessary infrastructure for hosting the application.
  
- The details of eModop are as:
  - Framework → Apache/2.2.9 (Unix) PHP/4.4.7 mod\_ssl/2.2.9 OpenSSL/0.9.8c mod\_fastcgi/2.4.6.
  - Back End → My SQL 5, Processors 2Model Dual Core AMD Opteron (tm) Processor 175, CPU Speed 2.19 GHz, Cache Size 1024.00 KB System.
  - Current Database Size → << 500 MB >>
  
- **Subsequent Applications**
- Once the State Government issues the FAT to DCO and NSDC Project gets into the Operations Phase, it would be required to host various departmental applications including the list given in this RFP. DCO has to provide the required support in terms of hosting the application at NSDC.
- DCO would also be required to continuously monitor the departmental applications in terms of availability and performance.
- Monitor components, including but not limited to, Application servers, Web Servers, Middleware and other application servers on an ongoing basis to ensure smooth functioning of the applications so that services can be offered to the citizens as well as state government employees.
- Prior to hosting such departmental applications, DCO needs to ensure that all such applications systems & infrastructure meets the basic standards. This would be also required for compliance purposes such as ISO 27001, ISO 20000, or as per State Government or departmental requirements.

Any delay by the implementation agency in the Partial/ Final Acceptance Testing shall render the Bidder liable to the imposition of appropriate Penalties. In the event the Implementation Agency is not able to complete the installation due to non availability of bandwidth from the bandwidth service providers, the Implementation agency and State Government may mutually agree to redefine the Network so the Bidder can complete installation and conduct the Partial Acceptance Test/ Final Acceptance Test within the specified time.



#### 4.1.5 Training

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

- Software installation such as OS, mailing, etc
- Overview on all the IT & Non IT components installed in the NSDC
- Overview on Security Policy of NSDC
- Overview on ITSM & ISMS Policies.
- Service Level Management
- Do's and Don't check list
- Details of SDC
- Any other relevant details pertaining to SDC
- Security policy of NSDC
- SLA Monitoring

#### 4.1.6 Documentation

Provide documentation, which follows the ITIL (Information Technology Infrastructure Library) /ISO 20000 standards. This documentation should be submitted as the project undergoes various stages of implementation.

Indicative list of documents include:

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



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

#### **4.2 Operate and Maintain**

The Selected Bidder will provide 24x7 operating and maintaining services for a period of 5 years from the date of final acceptance test for NSDC. The scope of the services for overall Physical and IT infrastructure management of NSDC as per ITIL framework during this contract period shall include 365x24x7 Monitoring, Maintenance and Management of the entire Data Centre, along with providing Helpdesk services. The scope of work during the operations phase includes following:

- System Administration, Maintenance & Management Services
- Network Management Services
- Application Monitoring Services
- Backend Services (Mail, messaging etc.)
- Storage Administration & Management Services
- ISO 27001 ISMS Standards
- ISO 20000 ITSM Standards
- Security Administration Services
- Backup & Restore Services
- Physical Infrastructure Management and Maintenance Services
- Help Desk Services
- BMS Services

- Coordination with respective department for application Hosting
- Facilitate required support infrastructure for hosted application
- Bandwidth Management Services
  
- **MIS Reports:** The bidder shall provide the MIS reports for all the devices installed in the NSDC in a prescribed format and media as mutually agreed with the State Government on a periodic basis. Whenever required by State Government, DCO should be able to provide additional reports in the required format or as per State Government requirement time to time

#### **4.2.1 System Administration, Maintenance & Management services**

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

- a. 365x24x7 monitoring and management of the servers in the NSDC.
- b. Operating System administration, including but not limited to management of users, processes, preventive maintenance and management of servers including updates, and patches to ensure that the system is properly updated. Bidder should include the Cost for 5 years updates and patches for the components procured under this RFP for the NSDC.
- c. Installation and Re-installation of the server & other hardware in the event of system crash/failures.
- d. 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 DCO in accordance with the results of the log analysis.
- e. Adoption of policies and compliances, guideline or international standard as defined by the State Government.
- f. Provide integration and user support on all supported servers, data storage systems, etc.
- g. Proactive monitoring of all the applications hosted in NSDC.
- h. Facilitated application migration in coordination with application owners / departments.
- 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 SLA's defined in this RFP document.

- j. Manage and monitor server configuration, performance, and activity of all servers, etc.
- k. Document of all server configurations, IT Infrastructure, etc.
- l. Hardening servers, in line with security policies.

#### **4.2.2 Network Management**

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

The services to be provided for Network Management include:

- a. Ensuring that the network is available 365x24x7 as per the prescribed SLAs
- b. Attending to and resolving network failures and 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. 365x24x7 monitoring of the network to spot the problems immediately.

Provide information on performance of Ethernet segments, including capacity utilization and error statistics for the segment and the top-contributing hosts, WAN links and routers.

#### **4.2.3 Application Monitoring**

It should include monitoring of:

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

#### **4.2.4 Backend Services**

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

- Directory Services
- Database Services
- Web Services

**a. Directory Services**

It should include the following services:

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

**4.2.5 Storage Administration and Management Services**

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

- Identify key resources in the Storage solution
- Identify interconnects between key resources in the Storage solution
- Receive asynchronous notification that the configuration of the Storage solution has changed
- Identify the health of key resources in the Storage solution
- Identify the available performance of interconnects in the Storage solution
- Receive asynchronous notification that the performance of the Storage interconnect solution has changed
- Identify the zones being enforced in the Storage solution
- Create/delete and enable/disable zones in the Storage solution
- Identify the storage volumes in the Storage solution
- Create/delete/modify storage volumes in the Storage solution
- Identify the connectivity and access rights to Storage Volumes in the Storage solution
- Create/delete and enable/disable connectivity and access rights to Storage Volumes in the Storage solution
- Storage administration – facilitates the in connecting to the Storage later and gives them access rights as required.



#### 4.2.6 ISO 27001 ISMS Standards

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

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

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

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

#### 4.2.7 ISO 20000 ITSM Standard

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



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

- As per the agreed Service levels
- Professionally managed with domain expertise
- Project Risks are well understood and managed
- DCO shall be responsible to implement ISO/IEC 20000 standard which shall promote the adoption of an integrated process approach to effectively deliver managed services to meet the SDC, State Government and User Departments". In case of default, please refer the penalty section.

Following methodologies are proposed for ITSM standard.

- PDCA (Plan-Do-Check-Act) methodology shall be adopted to implement ISO 20000 standard *to establish the objectives and processes necessary to deliver results in accordance with customer requirements as well as the NSDC,s policies and to Implement the processes accordingly.* DCO shall monitor and measure processes and services against policies' objectives and requirements and report the results and take actions on the differences and continually improve process performance.
- Alignment of information technology services and strategy.
- To create a formal framework for current service improvement projects.
- To improve relationship between different departments via better definitions and more clarity in terms of responsibility and goals.
- To create stable framework for both resource training and service management automation.
- The NSDC operator i.e. DCO should be made responsible to apply, obtain and maintain the ISO 20000 certification for NSDC project duration. The ISO 20000

certification would be obtained by the DCO within the first four Quarters of the Operations phase. In case of default, please refer the penalty section

- The DCO must obtain ISO 20000 certification for the NSDC and all expenses for obtaining and maintaining the certification must be borne by the DCO.

#### **4.2.8 IT Security Administration Services**

The objective of this service is to provide a secure environment through the implementation of the ISO 27001 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. Respond to security breaches or other security incidents and coordinate with respective OEM in case of a new threat is observed to ensure that workaround / patch is made available for the same.
- e. Provide a well-designed identity management system, security of physical and digital assets, data and network security, backup and recovery etc.
- f. Maintenance and management of security devices, including, but not limited to maintaining firewall services to restrict network protocols and traffic, detecting intrusions or unauthorized access to networks, systems, services, applications or data, protecting email gateways, firewalls, servers, from viruses.
- g. Ensuring that the security policy is maintained and updates to the same are made regularly as per ISO 270001 requirement.
- h. A process must ensure the continuous improvement of all elements of the information and security management system. (The ISO/IEC 27001 standard adopts the Plan-Do-Check-Act [PDCA] model as its basis and expects the model will be followed in an ISMS implementation)

#### **4.2.9 Backup / Restore Services**

- a. Backup of storage as per the defined policies.

- b. Monitoring and enhancing the performance of scheduled backups, schedule regular testing of backups and ensuring adherence to related retention policies as defined by the State Government or respective department of Nagaland State
- c. Prompt execution of on-demand backups of volumes and files whenever required or in case of upgrades and configuration changes to the system.
- d. Real-time monitoring, log maintenance and reporting of backup status on a regular basis.
- e. Media management tasks, including, but not limited to, tagging, cross-referencing, storing, logging, testing, and vaulting in fire proof cabinets (onsite and offsite).
- f. 365x24x7 support for file and volume restoration requests at the NSDC.

#### **4.2.10 Physical Infrastructure Management and Maintenance Services**

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

- a. Proactive and reactive maintenance, repair and replacement of defective components (IT and Non-IT/ Hardware and Software). The cost for repair and replacement shall be borne by the selected bidder.
- b. The selected bidder shall have to stock and provide adequate onsite and offsite spare parts and spare component to ensure SLAs are met for entire contract period. To provide this service it is important for the selected bidder to have necessary back to back arrangement with the respective OEMs. The selected bidder needs to provide a copy of the service level agreement signed with the respective OEMs.
- c. Component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame indicated in the Service Level Agreement (SLA). In case the DCO fails to meet these standards, penalty will be imposed as per the specified SLA.
- d. The selected bidder DCO shall also maintain log / record all maintenance activities for the NSDC equipment / components and shall maintain a logbook on-site that may be inspected by State Government at any time during contract period.

#### **4.2.11 Help Desk Services**

The help desk service will serve as a single point of contact for all ICT related incidents and service requests for NSDC. The service will provide a **Single Point of Contact**

(SPOC) and also resolution of all the incidents that may arise during the Operations phase. This service also includes the non-IT infrastructure for the NSDC. The scope of work includes:

- a. 24x7x365 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:
  - Specific E-Mail account
  - Dedicated Phone Numbers
  - Portal
- 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 infrastructure at the NSDC under the scope of work of DCO 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 department if necessary as per the escalation matrix defined in discussion with State Government.
  - 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. Provisioning of requisite number of Help Desk software licenses for operating the Helpdesk facilities.

#### **4.2.12 Maintenance Activities**

DCO has to carryout the Preventive & reactive maintenance of NSDC infrastructure / components. This includes carrying out the necessary repairs and replacement of parts wherever needed to keep the service & operation levels of the IT & non-IT equipment of NSDC in tune with the requirements of the SLA. Such preventive maintenance shall not be attended during the normal office Hours (i.e. 9am to 6pm on weekdays) of NSDC operations. DCO needs to maintain the Log Book for such preventive and reactive maintenance activities. For such preventive maintenance, DCO needs to inform State Government prior to 3 days and undertake the activity with written consent of the State



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

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

### **4.3 Roles and Responsibility**

#### **4.3.1 Summary of Roles of Responsibilities**

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

**SG** - State Government and Program Management Unit

**DIT, GoI** – Department of Information Technology, Government of India

**UD** – User departments

**CSLT** - Consultant

**DCO** – Data Centre Operator

**TPA** –Third Party Agency

**SWO** – SWAN Operator



Table 1: Summary of roles and responsibilities of stakeholders

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

S. No	Activity	SG	DCO	CSLT	TPA	UD	DIT,GOI	SWO	Remarks
10.	Site preparation & strengthening of server farm area & UPS Room i.e. (Zone A & Zone C) of State Data Centre Facilities		Y						Load bearing capacity should be around 680 Kg per sq mt.
11.	Procurement, Supply and installation of IT and non-IT Infrastructure for NSDC		Y						
12.	Acceptance Testing	Y	Y	Y					As per Acceptance Test Plan agreed upon
13.	SLA Audit	Y			Y				
14.	Providing the connectivity between Nagaland State Data Center to NagaSWAN		Y					Y	DCO shall also ensure the seamless integration with SDC Infrastructure & NagaSWAN
15.	Operations & Management of the Nagaland State Data Centre infrastructure as per SLA		Y						* Nagaland State Government would be responsible for providing policies for management as per DIT guidelines

S. No	Activity	SG	DCO	CSLT	TPA	UD	DIT,GOI	SWO	Remarks
16.	Offsite data backup	Y							Provisioning offsite space and the transfer of backup disks from Nagaland State Data Centre to the offsite location would be the responsibility of State however DCO will provide Backup tape to authorized representative of State for of site backup .
17	Recurring expenditure like electricity, diesel, consumables etc.during implementation		Y						This has to be born by the bidder
18.	Recurring expenditure like electricity, diesel, Internet Bandwidth etc. during post implementation	Y	Y*						* On actual The recurring expenses towards diesel and electricity would be on actual basis & shall be paid to the DCO by the SG on a quarterly basis
19	Providing dedicated raw power with energy meter to	Y							500 KVA of Raw Power would be provided by the state along with the separate meter for SDC

S. No	Activity	SG	DCO	CSLT	TPA	UD	DIT,GOI	SWO	Remarks
	the SDC								
20	Obtain ISO27001 certification for NSDC and Maintaining the certification for the entire contract period.	Y*	Y						DCO has to obtain the certification before the end of third quarter, also responsible for closing of “NC” of surveillance audits.  *: SG/ State Government will give necessary approvals within the stipulated time.
21	Obtain ISO20000 certification for NSDC and Maintaining the certification for the entire contract period.	Y*	Y						DCO has to obtain the certification before the end of fourth quarter of the operation phase also responsible for closing of “NC” of surveillance audits  *: SG/ State Government will give necessary approvals within the stipulated time.
22	Provisioning of Internet Bandwidth	Y	Y						
23	Prepare periodic reports and status update to DIT,		y	y					

S. No	Activity	SG	DCO	CSLT	TPA	UD	DIT,GOI	SWO	Remarks
	GoI on implementation progress, and Monitoring of implementation & SLA with DCO								
24.	Composite Team	Y**							State would form a Composite team for the State Data Centre.
25	Obtain regulatory and other clearances for setting up the Data Centre	Y	Y						State government will facilitate requisite documentation from its end; however DCO shall have liaison & coordinate with the relevant agencies for getting the clearances and approvals.

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



**4.4 Estimated time line**

Week	Activity	Remarks
T + 0	Project commencement meeting.	This would be done after Contract Signing between SG & DCO
T + 1	Site Survey & Feasibility for SDC	SDC site to be provided by SG
T + 2	Preparation & submission of SDC Floor Lay-out by DCO	
T + 4	Approval of SDC Floor Lay-out	To be obtained within 10 days
T + 4	Availability of 3-Phase raw power / transformer set-up	SG has to ensure 3 - Phase power supply & Transformer.
T + 5	Detailed Designing of Physical Infrastructure (including procurement of SDC Components)	Report to be prepared by DCO
T + 17	<p>Site Preparation &amp; Build-up</p> <ul style="list-style-type: none"> <li>• Dismantling &amp; Clearing of Site.</li> <li>• Foundation for DG Set.</li> <li>• Civil Work for SDC.</li> <li>• Earthing pits.</li> <li>• Laying of electrical cable trays for electrical wiring, lighting, fixture &amp; point wiring.</li> <li>• Laying of Cables for Access control, fire alarms, smoke detectors, CCTV.</li> <li>• Power Cabling from DG Set, to Electrical &amp; sub-distribution panel.</li> <li>• Installation of HVAC, DG-Set, BMS, Fire Alarm, CCTV, HSSD/VESDA, Rodent, Water Leak, DVR.</li> <li>• Partitioning of Walls.</li> </ul>	DCO had to carryout Civil work and installation all the non-IT components of SDC

T + 19	Testing of HVAC, DG-Set, access Control, UPS, CCTV, DVR (NCPI)	
T + 25	Installation & Testing of IT components (Switches/ Router / Server / Security / Hardware / Software / Database / bandwidth) including LAN Cabling laying	
T + 27	Security Level Design Document & implementation of Security policy	
T + 28	Commissioning of non-IT & IT components	
T + 30	Design document & manuals handover to end customer	
T + 32	User Acceptance Test	
T + 33	Training	As per the requirement by State Govt.
T + 34	Project Sign-off	Also after Project Sign-off O & M period shall start.

The table above provides the time schedule for implementation of the SDC. State Government as referred to in the table, treats “T” as the date of signing the agreement with the selected DCO.

Tentative Time Schedule for Implementation & Operations of SDC:

#### 4.5 NSDC Project Timelines

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

Duration Activity	WEEKS	YEAR				
	34	1	2	3	4	5
Implementation Phase						
Operations & Maintenance Phase						

**4.6 Required resources**

## Indicative Manpower Resources

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

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

#### **4.6.1 Roles and Responsibilities for Manpower Resources**

##### **4.6.1.1. Project In-Charge / Project Manager**

Responsible for overall management of the data centre, user SLA commitments, performance, availability, response time, problem resolution, Should be responsible for effective Resource management, System & Resource planning, based on business forecast. Should be the single point contact (SPOC) for managerial responsibilities and direct interface with the State Government/ State. Data Centre Manager should have capabilities in team management, capacity planning and process documentation. Should have exposure to ISO 20000 and ISO 27001 process. Should be ITIL or ITSM certified. Should have a proven track record of managing operational IT support teams including establishment of RMC / processes, Technology & Staffing.

##### **4.6.1.2. Technical Consultant – Datacenter Physical Infrastructure**

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

##### **4.6.1.3. Technical Specialist – Server / Storage**

Internet Management, Mail management, Service Management, Systems Management, Managing proxy, Storage Management, Backup etc. Responsible for system configuration, scalability, performance, load balancing, OS administration / management, troubleshooting & Debugging and monitoring of servers. Should implement the back-up plan for storing and retrieving of data, maintain servers, machines, printers and also responsible in resolving the real time (RT) requests raised by users as per SLA.

##### **4.6.1.4. Technical Specialist – Network**

Responsible for network uptime, security, performance, monitoring and other related services. Network monitoring and proactive network uptime maintenance is essential. The candidate should be well versed with routing and switching devices and technology like ATM, MPLS, wireless, broadband and protocol analysis tool. Must have beginner to intermediate skills in information security technologies like firewalls, 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 NSDC, Managing the NSDC on day to day basis. Required to support for Problem and Change Management Process. Support administration, Change Management, Liaison with Bandwidth Provider officials and external vendors, proactive monitoring and managing of network, bandwidth and facility management, responsible for NSDC services across State Government departments and citizens of Nagaland State as per the agreed Service Levels.

#### **4.6.1.5. Security Expert**

Responsible for Firewall Management, Intrusion Management, Antivirus & Patch Management and Implementing of NAT/PAT, SSH, signatures, etc. Plan & Implement comprehensive security policies and practices for entire infrastructure. Signatures updating, blocking of unwanted traffic Antivirus updates, Patch updates, managing the NSDC security on day to day basis.

#### **4.6.1.6. Database Administrators**

Should be responsible for database management, Should have exposure of 9i, 10g, DB2 ,MS SQL etc.. Also responsible for management of database repository, creation, deletion, modification, backup and restore of databases and their tables. Must have technical certification in Data Base Administration.

#### **4.6.1.7. System Engineer**

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

#### **4.6.1.8. Infrastructure Support Staff**

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



#### **4.6.1.9. NOC Engineer**

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

#### **4.6.1.10. Helpdesk Staff**

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

# **SECTION – V**

## **Service Level Agreement**

## 5 Section V – Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the DCO to State Government for the duration of this contract.

The benefits of this SLA are to:

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

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

### 5.1 Definitions

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

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

### 5.2 Category of SLA

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 State Government that shall:

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

The SLA has been logically segregated in the following categories:

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

**5.2.1 Service Levels – IT Infrastructure**

Following table outlines the Service Level Indicators & and respective target levels to be maintained by the DCO during the contract period for NSDC. 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 DCO against the target performance metrics as outlined in the table below.

S. No	Items	Target	Penalty 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.	<p><u>For each component</u></p> <p>99.249-99.749 - 1.0% of QGR                      98.749-99.248 - 2.0% of QGR                      And so on</p> <p>If the uptime goes below 96.749, additional penalty of 1% will be charged on QGR for each slab 1% downtime.</p>

S. No	Items	Target	Penalty in case of breach in SLA	Remarks
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 98.749-99.248 - 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 98.749-99.248 - 1.0% of QGR And so on  If the uptime goes below 96.749%, additional penalty of 0.5% will be charged on QGR for a slab of 1%.
4	Security Infrastructure	99.749%	For each 0.25 slab (lower) a penalty 0.75% on QGR shall be charged for each component.	99.499 -99.749 - 0.75% of QGR 99.248 – 99.498 - 1.5% of QGR  If the uptime goes below 98.748%, additional penalty of 0.50% will be charged on QGR for a slab of 1%.

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

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

### 5.2.2 Service Levels – Physical Infrastructure

S. No	Items	Target	Penalties in case of breach in SLA	Remarks
1	Power	99.749%	For each 0.25	99.499-99.749- 0.75% of QGR



S. No	Items	Target	Penalties in case of breach in SLA	Remarks
	Availability (DG, UPS etc...)		slab (lower) a penalty 0.75% on QGR shall be charged for each component.	99.249-99.749- 1.5% of QGR And so on  If the uptime goes below 96.749%, additional penalty of 0.5% on QGR will be charged for a slab of 1%.
2	Rack Temperature (PAC etc...)	Temperature of $20^{\circ} \pm 2^{\circ}$ <u>Centigrade at all times.</u>	For Lower Performance (temp more than $22^{\circ}$ or less than $18^{\circ}$ ) a penalty of 0.25% on QGR shall be charged for the variance of $1^{\circ}$ C.	$23^{\circ}$ - $24^{\circ}$ - 0.25% of QGR $22^{\circ}$ - $23^{\circ}$ - 0.50% of QGR $18^{\circ}$ - $17^{\circ}$ - 0.25% of QGR $17^{\circ}$ - $16^{\circ}$ - 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%.

S. No	Items	Target	Penalties in case of breach in SLA	Remarks
4	Civil Work and minor repairs	All repairs within 12 hours of reporting the problem at the Help Desk	For lower performance (i.e. more than 12 hours), penalty of Rs 1000 shall be charged per day basis.	T+12 Hr = Rs.1000.00 T+36 Hr = Rs.2000.00 And so on  (T = Reporting of Problem)
		All replacements within 2 days of reporting the problem	For lower performance (i.e. more than 2 day) a penalty of Rs 2000 shall be charged for each day.	T+1 = Rs.2000.00 T+2 = Rs.4000.00 And so on (T = Resolution Time(2 days))

### 5.2.3 Service Levels – Resolution for Virus attacks

DCO shall ensure that the virus signature or other malicious code would be updated within the best possible time limit from the moment it detects at gateway level. However the time limit shall not be more than 72 hours. DCO shall also ensure to update the virus signature of antivirus software or take suitable measure as per the alerts of CERT-In 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	72 hours	For a delay of each one day after 72 hours, a	T+1 = 10000 T+2 = 20000 And so on

S. No.	Items	Target	Penalties in case of breach in SLA	Remarks
	malicious code		penalty of Rs 10000 shall be charged on QGR	(T = after 72 hours from the incident)

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

#### 5.2.4 Service Level – Help Desk services

S. No	Items	Target	Penalties in case of breach in SLA	Remarks									
	Helpdesk	100% calls to be resolved within 30 minutes	Response Time 10 mins of Call logged	No Penalty									
		Unresolved call Average Resolution Time (In min)	<table border="1"> <tr> <th colspan="2">Table A.-average</th> </tr> <tr> <td>&gt;30=&gt;35</td> <td>1% of QGR</td> </tr> <tr> <td>&gt;35=&gt;40</td> <td>2% of QGR</td> </tr> <tr> <td>&gt;40 min.</td> <td>3% of QGR</td> </tr> <tr> <th colspan="2">Table B – individual</th> </tr> </table>		Table A.-average		>30=>35	1% of QGR	>35=>40	2% of QGR	>40 min.	3% of QGR	Table B – individual
Table A.-average													
>30=>35	1% of QGR												
>35=>40	2% of QGR												
>40 min.	3% of QGR												
Table B – individual													

S. No	Items	Target	Penalties in case of breach in SLA		Remarks
			More than 60 min. (for each	Additional 0.01% of QGR	> 40 min=3% of QGR

\*\*All the severities, criticalities and timeframes of tickets shall be decided at the time of framing the ITSM policies and EMS deployment.

### 5.2.5 Service Level – Compliance & Reporting procedures

S. No	Measurement	Target	Penalty	Remarks
1.	Submission of MIS Reports	Report for the previous month shall be submitted by the 3 <sup>rd</sup> of the next month	For a delay of each one day, a penalty of Rs 1000 shall be charged on QGR	T+1 = 1000 T+2 = 2000 And so on (T = 3 <sup>rd</sup> of every moth)
2.	Maintenance of Inventory	100% as per the inventory log committed and maintained by DCO.	DCO shall be responsible for any mismatch	
3.	NSDC Certification – ISO 27001	Within three Quarters of Operations Phase	Delay in Quarterly Payment	If Certification is achieved in: <ul style="list-style-type: none"> <li>• 1-3 Quarters – No penalty</li> </ul> From 3 <sup>rd</sup> Quarter onwards – All subsequent QGR's will be delayed till the certification is achieved

4.	Surveillance audit for ISO 27001	Closure of “NC” (Non Conformities) within stipulated time	Per week delay after stipulated time, penalty of Rs 10000.00 shall be charged on QGR	
5.	NSDC Certification – ISO 20000	Within four Quarters of Operation Phase	Delay in Quarterly Payment	If Certification is achieved in: 1-4 Quarters – No penalty From 4 <sup>th</sup> Quarter onwards – All subsequent QGR’s will be delay till the certification is achieved
6.	Surveillance audit for ISO 20000	Closure of “NC” (Non Conformities) within stipulated time	Per week delay after stipulated time, penalty of Rs 10000.00 shall be charged on QGR	

### 5.3 SLA review Process

- Either State Government or DCO may raise an issue by documenting the business or technical problem, which requires being resolved within a timeframe.
- State Government and DCO will conduct a meeting to resolve the issue in a timely manner.
- All the pending issues pertaining to NSDC Operations will be discussed and suitable solution will be finalised accordingly. The State Government 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.



#### 5.4 Penalties

- The total quarterly deduction should not exceed 12% of the total applicable fee in a quarter.
- Three consecutive quarterly deductions of more than 25% of the applicable fee (i.e. Actual Quarterly fees for three Quarters) on account of any reasons will be deemed to be an event of default and termination. This shall be governed by the terms & conditions defined in **Volume I, Section VII – General Conditions of the Contract. Clause 7.30**

# **SECTION – VI**

## **Instruction to Bidders**

## 6 Section VI – Instruction to bidders

### 6.1 Procedure for Submission of Bids

It is proposed to have a 3 Cover System for this tender:

- Pre-Qualification Bid – (3 copies) in one cover including one Original
  - Technical Bid - (3 copies) in one cover including one Original
  - Commercial Bid - (3 copies) in one cover
- 
- Each Copy of Pre-Qualification Bid, Technical Bid and Commercial Bid of the Tender should be covered in separate sealed covers super-scribing “Pre-Qualification Bid”, "Technical Bid" and “Commercial Bid” respectively. Each copy of bid documents should be marked as "Original", "First copy" and "Second copy". All the three copies of bid documents should be put in a single sealed cover super-scribing “Pre-Qualification Bid”, "Technical Bid" and “Commercial Bid” as the case may be. **Please Note that Prices should not be indicated in the Pre-Qualification Bid, Technical Bid. Should only be indicated in the Commercial Bid Documents.**
  - The three envelopes containing copies of Pre-qualification Bid, Technical Bid and Commercial Bid should be put in another single sealed envelope clearly marked “**Selection of DCO (Data Center Operator) for Design, Site preparation, Supply, Installation, Maintenance and Operations of Physical & IT Infrastructure for the State Data Centre for Nagaland**”. This envelope is to be super scribed with Tender Number, Due Date, Item and the wordings “**DO NOT OPEN BEFORE 10.00 A.M on <<Date>>**”.
  - The cover thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder, to enable the Bid to be returned unopened in case it is declared "**Late**".
  - Each copy of the tender should be a complete document and should be bound as a volume. The document should be page numbered and appropriately flagged and must contain the list of contents with page numbers. Different copies must be bound separately. **Any deficiency in the documentation may result in the rejection of the Bid.**
  - In case of any discrepancy observed by the State Government in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.

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

- One (1) Soft Copy on CD containing the technical bid. The CD containing technical bid should be sealed along with the hard copies of the respective technical bids.
- One (1) Soft Copy on CD each containing the commercial bid. The CDs containing commercial bid should be sealed along with the hard copies of the respective commercial bids.
- All CDs submitted by the Bidder must be in sealed covers. The sealed covers as well as the CD media must be duly signed by the Bidder using a “Permanent Pen/Marker”, should be super scribed with “Technical Bid” / “Commercial Bid” (as the case may be) and should bear the name of the Bidder.
- Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by the State Government in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.
- Bidder must ensure that Technical Bid CDs do not contain any Commercial items / prices.
- Telex/Telegraphic/Tele-fax/Xerox/Photocopy bids will not be considered. All out-station bids, if sent by post, should be sent under registered cover.
- If the outer envelope is not sealed and marked as indicated above, the State Government will assume no responsibility for the bid’s misplacement or premature opening.

## **6.2 Authentication of Bid**

The original and all copies of the bid shall be typed or written in indelible ink. The original and all copies (hard copies) shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. A letter of authorization shall be supported by a written power-of –attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialled 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 initialled by the person or persons signing the bid.

**6.4 Cost of Bidding**

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

**6.5 Site Visit**

The Bidders may visit the Site(s) or relevant and obtain additional information at their own cost and responsibility. The bidder must intimate the State Government three day before their purpose of visit.

**6.6 Clarification on Tender Document**

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

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

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

- The State Government will respond in writing, to any request for clarification to queries regarding the RFP Document, received not later than the dates prescribed in **Invitation to Bids / Important Dates**. Written copies of the clarifications (including the query but without identifying the source of inquiry) will be sent to all prospective Bidders.

**6.7 Language of Bids**

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the State Government, shall be written in English



language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

## **6.8 Documents Comprising the Bids**

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

### **6.8.1 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 Tenders Bid will be rejected.

- Volume I, Section VIII – Format 1 – Pre qualification Bid Letter.
- Volume I, Section VIII – Format 2: General information about the Bidder.
- Detailed checklist for pre-qualification dully filled in along with the supporting documents as defined in of volume I, Section II of this RFP. Bidders are requested to add a column for page no. in the pre qualification check list table Volume I, Section VIII – Format 3. Bidder are requested provide the corresponding page no. of the respective criteria given in the pre qualification check list table.
- Pre qualification bid should contain Earnest Money Deposit (EMD) in a separate sealed envelope.
- Receipt of Rs. 5000/- towards the cost of the RFP document or demand draft for Rs.5000/- (Five Thousand only) if the tender document is downloaded, payable in form of DD in favour of “CEO Nagaland State eGovernance Society (NSEGS)”, payable at Kohima, Nagaland, in a sealed envelope. Bidder may purchase the RFP Document from the above given address define at Volume I, Section I clause 1.3 between 10:00 AM to 5:00 PM by paying in Cash or Demand Draft.
- Power of Attorney executed by the Bidder in favour of the Principal Officer or the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this Tender.
- A consortium of companies duly backed up by an Agreement, copy of the same to be submitted.
- Audited Financial Statement of last three financial years ending on 31/03/2008 regarding turnover of the bidder.

- Declaration that the bidder has not been debarred / blacklisted by any reputed Govt./ Semi-Govt. organization for quality of services / product and there is no major complaint against the bidder by any organization.

### **6.8.2 Technical Bid**

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

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

### **6.8.3 Financial Bid**

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

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

### **6.8.4 Undertaking**

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

### **6.9 Bid Prices**

- The Bidder shall indicate in the Performa prescribed, the unit rates and total Bid Prices of the equipment / services, it proposes to provide under as per this RFP document for NSDC project. Prices should be shown separately for each item as detailed in RFP Document.
- In absence of above information as requested, the bid may be considered incomplete and be summarily rejected.

- The Bidder shall prepare their bid based on details provided in the RFP documents. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the State Government. The Bidder shall carry out all the tasks in accordance with the requirement of the tender documents & due diligence and it shall be the responsibility of the Bidder to fully meet all the requirements of the tender documents. If during the course of execution of the project any revisions to the work requirements like Technical specifications, Equipment sizing etc. are to be made to meet the goals of the State Government, all such changes shall be carried out within the current price without any impact to the State Government.

#### **6.10 Firm Prices**

- The Bidder should mention if any discount has given at its bid items at the commercial bid document.
- Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, the State Government reserves the right to negotiate the prices quoted in the bid to effect downward modification. The price quoted in the proposal / bid shall be in Indian Rupees (INR) only.
- The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. It is mandatory that such charges wherever applicable/payable should be indicated separately in Volume I, **Section X – Format 2: Breakdown of Cost Components**. However, should there be a change in the applicable taxes State Government reserves the right to negotiate with the Bidder.
- Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected. If price change is envisaged due to any clarification, revised Bid in a separate sealed cover shall be submitted with prior written permission of the State Government.

#### **6.11 Bid Currencies**

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

### 6.12 Bidder Qualification

- The "Bidder" as used in the tender documents shall mean the one who has signed the Tender Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in either cases he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the representative and the principal.
- It is further clarified that the individual signing the RFP or other documents in connection with the tender must certify whether he/she signs as the Constituted attorney of the firm, or a company.
- The authorization shall be indicated by written power-of-attorney accompanying the bid.
- The power or authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid.
- Any change in the Principle Officer shall be intimated to State Government in advance.

### 6.13 Bid Security (Earnest Money Deposit)

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

The Bidder shall furnish, as part of its bid, a bid security in the form of DD issued by a Nationalized bank of **Rupees 30,00,000/- (Rupees Thirty Lakhs only)** pledged in favour of **“CEO Nagaland State eGovernance Society” (NSeGS), payable at Kohima, Nagaland.**

- **Currency of Bid Security**

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

- **Requirement of Bid Security**

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



- **Rejection of Bid**

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

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

Unsuccessful bidders' bid security will be discharged / returned in 180 days of Selection of Suitable Bidder by the State Government.

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

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

- **Forfeiture of Bid Security**

The Bid Security can be forfeited if a Bidder

- Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form or
- During the bid process, if a Bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalization. The decision of the State Government regarding forfeiture of the Bid Security shall be final & shall not be called upon question under any circumstances.
- During the bid process, if any information found wrong / manipulated / hidden in the bid. The decision of the State Government regarding forfeiture of the Bid Security and rejection of bid shall be final & shall not be called upon question under any circumstances.

#### **6.14 Bid Validity Period**

- Period of Validity of Bids shall remain valid for 180 days after the date of opening of Technical Bids prescribed by the State Government. A bid valid for a shorter period shall be rejected as non-responsive. However, the prices finalized after opening the tenders shall not increase throughout the



period of implementation and operation of NSDC. The prices of components can nevertheless go down due to global trend with respect to the OEM to be determined from their list prices from time to time after applying the same discount factor as related to the prices finalized after bid opening but before the delivery of the components to the State Government.

- Extension of Period of Validity In exceptional circumstances, the State Government may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing. The validity of EMD shall also be suitably extended.

#### 6.15 Local / Site Conditions

- It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and other relevant factors at the proposed Nagaland State Data Centre site which would have any effect on the performance of the contract and / or the cost. The Bidders are advised to visit the proposed NSDC location (at its own cost) and due-diligence should be conducted before the pre-bid meeting/ bid-submission.
- The Bidder is expected to make a site visit to the proposed Data Centre facility to obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract. Obtaining such information shall be at Bidder's own cost.
- Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for the providing services before entering into contract will in no way relieve the successful Bidder from performing any work in accordance with the Tender documents.
- It will be imperative for Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. **The State Government shall not entertain any request for clarification from the Bidder regarding such conditions.**
- It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the State Government and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the State Government on

account of failure of the Bidder to appraise themselves of local laws and site conditions.

## **6.16 Modification and Withdrawal of Bids**

### **6.16.1 Written Notice**

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

### **6.16.2 Signing and Marking of Notice**

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Volume I, Section VI - Clause 6.1. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the last date for receipt of bids.

### **6.16.3 Last Date for Notice**

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

## **6.17 Opening of Pre Qualification and Technical Bids**

### **6.17.1 Opening of Bids**

An evaluation committee will be formed for evaluation of the bids. Decision of the committee would be final and binding upon all the Bidders. The State Government will first open the Pre Qualification Bid, in the presence of the representatives of the Bidders who choose to attend, at the time, date and place, as mentioned in Invitation for Bids / Important Dates. In the event of the specified date of Bid opening being declared a holiday for the State Government, the Bids shall be opened at the appointed time and location on the next working day. It is, therefore, advised to send a responsible, authorized and senior representative so that clarifications, if any, can be given on the spot. The Bidder's names, modifications, bid withdrawals and the presence or absence

of the requisite EMD and such other details considered appropriate will be announced at the bid opening.

#### **6.17.2 Evaluation of Pre Qualification and Technical Bid**

The evaluation process of the tender, proposed to be adopted by the State Government is indicated under this clause. The purpose of this clause is only to provide the Bidders an idea of the evaluation process that the State Government may adopt. The State Government have reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

#### **6.17.3 Evaluation of Pre Qualification Bid**

Bidders need to fulfil all the pre-qualifications conditions mentioned in the Volume I, Section VIII – Format 3 Pre qualification Check List

A bid determined as not substantially responsive will be rejected by the State Government and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

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

#### **6.17.4 Evaluation of Technical Bid**

The technical proposals of only those bidders, who qualify in the evaluation of the pre-qualification bids, shall be opened. The evaluation of the Technical bids is carried out in the following manner:

**All the bidders who secure 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 fulfil the minimum technical specifications laid down in the Volume-II for being qualified technically.

In order to assist in the examination, evaluation and comparison of Bids, the State Government may at its discretion ask the Bidder for a clarification regarding its Bid. The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted. **However, while giving a clarification, a Bidder may offer a higher specification or model without any impact on Financial Bid to be**

**opened subsequently.** The envelopes containing Technical Bids of only the Eligible Bidders will be opened.

#### **6.17.5 Announcement of Bids**

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

#### **6.17.6 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. The technical bids for the disqualified bidders will be returned unopened at the address mentioned on the envelopes containing the technical bid.
- State Government will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified.
- The state reserve the right to amend the QCBS criteria and the proposed evaluation methodology as indicated in the RFP.
- State Government will assign points (quality of services score) to the technically qualified bidders based on the technical evaluation criterion approved by State Government. The commercial bids for the technically qualified bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive.
- The evaluation will be made on the basis quality - cum - cost, with a weight age to quality of services and cost in the ratio of **55:45**.
- To ensure a reasonable and realistic ratio of CAPEX and OPEX: a bid may be liable to be rejected after scrutiny if total CAPEX happens to be more than **50%** of the overall bid value.
- The ranking of bidders shall be decided on the basis of total bid amount for all the item & most economical option will be considered as L1.
- Conditional bids are liable to be rejected.



**6.18.1 Criteria for Evaluation and Comparison of Pre qualification Bids**

- A consortium of companies duly backed up by an Agreement (to be submitted along with Pre-Qualification bid) is also eligible to participate subject to the following two conditions and satisfaction of the Tender Evaluation Committee during the evaluation of the tender. In the event of consortium being unacceptable to the State Government, the Prime Bidder may be given an option of going on its own:
  - The Prime Bidder (the leading bidder in case of consortium i.e.; one of the member of the consortium that is nominated as the prime bidder by all the other members of the consortium) of this consortium shall be liable for adherence to all provisions of this Agreement.
  - The consortium will draw upon human, technical and other resources of all the members during implementation and maintenance of the SDC Project. The Technical Bid shall include exact details in this regard, so that a consortium is not artificially created only to improve the score in Technical Bid.
- Terms and conditions applied in case of Consortium Criteria defined in Annexure –1 of Volume 1.
- The Pre Qualification proposal will be evaluated using the Eligibility checklist given in Section II.



**6.18.2 Criteria for Evaluation and Comparison of Technical Bids**

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

S. No	Criteria	Point System	Maximum Points	Format to be filled for compliance
<b>A. Organizational strength</b>			<b>30</b>	
1.	<p>Bidder's experience in setting-up Data centers in India, quantified in terms of number of projects will be evaluated. Setting-up Data Centers would mean where the bidder has procured, installed and commissioned all IT and Non-IT components of the data center.</p> <ul style="list-style-type: none"> <li>Data centers with Project cost (IT and Non-IT both) not less than Rs. 5 Cr will be considered</li> </ul>	<p>Bidder with maximum numbers of projects (maximum capped to 4 projects) shall be awarded full 6 marks and the others shall be awarded marks on relative (prorata) basis.</p>	<b>6</b>	<a href="#">Schedule A</a>

S. No	Criteria	Point System	Maximum Points	Format to be filled for compliance
2.	<p>Bidder's experience in providing Facility management services to data centers in India, quantified in terms of number of projects will be evaluated. Facility Management would mean where the bidder has provided comprehensive operations / maintenance services towards all IT &amp; Non-IT components of the data center.</p> <ul style="list-style-type: none"> <li>Data centers with Project cost (IT and Non-IT both) not less than Rs. 5 Cr will be considered</li> </ul>	<p>Bidder with maximum numbers of projects (maximum capped to 4 projects) shall be awarded full 6 marks and the others shall be awarded marks on relative (prorata) basis.</p>	6	<a href="#">Schedule B</a>

S. No	Criteria	Point System	Maximum Points	Format to be filled for compliance
3.	<p>Bidder's experience in providing System integration services in India, quantified in terms of number of years will be evaluated. System Integration would mean where the bidder has procured installed and commissioned all IT components.</p> <ul style="list-style-type: none"> <li>Project considered for evaluation should have project cost more than Rs. 5 Cr.</li> </ul>	<p>Bidder with maximum years of experience (maximum capped to 3 years) shall be awarded full 4 marks and the others shall be awarded marks on relative (prorata) basis.</p>	4	<a href="#">Schedule C</a>
4.	<p>Bidder's experience in setting-up large Data centers in India, quantified in terms of value of projects will be evaluated. Setting-up Data Centers would mean where the bidder has procured, installed and commissioned all IT and Non-IT components of the data center.</p>	<p>Bidder with highest value of project (maximum capped to 10 Cr ), within last 3 financial years i.e. 2009, 2008, 2007 shall be awarded full 4 marks and the others shall be awarded marks on relative (prorata) basis.</p>	4	<a href="#">Schedule D</a>

S. No	Criteria	Point System	Maximum Points	Format to be filled for compliance
5.	Average Turn over of the bidder from Indian Operations for the last Three financial year ending 31st March 2008	> Rs 300 Cr = 5 > Rs 150 Cr <= Rs 300 crores = 4; > Rs 100 Cr <= 150 crores = 3;	5	<a href="#">Schedule E</a>
6.	Data centers that the bidder has set-up or is operating / managing with ISO 27001 certification (valid as on tender submission date) will be considered for evaluation under this clause.	Bidder with maximum number of such data centers (capped to 4 nos) shall be awarded full 5 marks and the others shall be awarded marks on relative (prorata) basis.	5	<a href="#">Schedule F</a>
<b>B. Technical Solution Offered</b>			<b>70</b>	
<b>B1</b>	<b>Design &amp; Architecture</b>		<b>30</b>	
Following components have been included for evaluation. For each component a schedule has been enclosed which the bidder has to fill				
<ol style="list-style-type: none"> <li>1. Layout</li> <li>2. Power Requirement</li> <li>3. PAC</li> <li>4. Fire Prevention</li> </ol>				<a href="#">Schedule G</a>

S. No	Criteria	Point System	Maximum Points	Format to be filled for compliance
5.	SAN			
6.	Backup			
7.	LAN			
8.	WAN/Internet			
9.	Physical Security			
10.	Logical Security			
11.	EMS			
	Interoperability			
<b>B2</b>	<b>Product Compliance</b>		<b>25</b>	
	<ul style="list-style-type: none"> <li>▪ For each BOM component as specified in the Schedule H the bidder will provide the compliance status, deviations if any, impact of deviations (considered as negative impact), value addition provided and impact of value addition (considered as positive impact).</li> <li>▪ If there is no deviation and value addition the bidder would get 70% of the marks attributed to that component. For each negative impact 10% of the marks attributed to the component shall be deducted and for each value addition 10% of the marks attributed to the component shall be added. (Note: The overall marks shall be restricted to the maximum allowed under that component head irrespective of the positive impact)</li> <li>▪ Note: Evaluation committee has the sole right to accept the deviation and</li> </ul>			<a href="#">Schedule H</a>



S. No	Criteria	Point System	Maximum Points	Format to be filled for compliance
	consider the same for negative impact or take action as per other tender conditions. Similarly accept the value addition and consider the same for positive impact.			
<b>B3</b>	<b>Power Consumption</b>		<b>5</b>	
	<ul style="list-style-type: none"> <li>The whole solution of the bidder shall be evaluated with regard to the total power requirements in terms of peak power requirement. The bidder shall provide Equipment wise peak power consumption of all the proposed equipments in a tabulated manner along with the un-priced BOM submitted with the technical bids.</li> <li>The total peak power consumption of respective bids shall be compared for evaluation. The bidder with least peak power consumption shall be awarded full 5 marks and the other bidders shall be awarded marks on relative (prorate) basis</li> </ul>			<a href="#">Schedule I</a>
<b>B4</b>	<b>Resource Allocation</b>		<b>6</b>	
<b>a</b>	<p>The bidder must have on its roll at least 100 technically qualified professionals in, networking, systems integration, and prior experience in providing the Data Center Infrastructure maintenance services as on 31.03.2009:</p> <p>&gt; 500 = 2;                      400 - 500 =1.5;                      300 - 200 =1;</p>		2	<a href="#">Schedule J</a>

S. No	Criteria	Point System	Maximum Points	Format to be filled for compliance
	100 – 200 = 0.5			
<b>b</b>	Number of resources deployed by the bidder having valid BS7799 / ISO 27001 certification. More than 1 = 2 One resource with valid certification = 1;		2	<a href="#">Schedule K</a>
<b>c</b>	Number of resources deployed by the bidder having valid ITIL/ ISO 20000 certification More than 1 = 2 One resource with valid certification = 1;		2	<a href="#">Schedule L</a>
<b>B5</b>	<b>Operation &amp; Maintenance</b>		<b>4</b>	
<p>The operations and maintenance capability and commitment is being gauged through the SLA commitment of each bidder and the solution offered to support the SLA commitment. The bidder can commit higher SLAs. SLA commitment of individual components shall be evaluated and the bidder with highest commitment in the particular component shall be awarded maximum marks and others shall be awarded marks on relative (pro-rata) basis. Components that will be considered are given below:</p>				
<b>a</b>	Power Availability		1	<a href="#">Schedule M</a>
<b>b</b>	System Availability		1	

S. No	Criteria	Point System	Maximum Points	Format to be filled for compliance
c	Help desk, incident management, problem management		1	
d	Security Management		1	

**Note:** - In case of consortium Roles & Responsibilities of each partner has to be mentioned clearly in the implementation plan. The financial bids of only those bidders will be opened and considered who have scored at least 70 marks of the sum of the maximum marks specified for all the above mentioned attributes in the technical bid evaluation process. All bidders obtaining above or equal to 70 marks would be treated at par.

During the evaluation process, State may seek clarifications or ask the Bidders to make Technical presentations on any aspect from any or all the Bidders. However, that would not entitle the Bidder to change or cause any change in the substance of the tender submitted or price quoted

### 6.18.3 Opening and Comparison of Financial Bids

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

The commercial scores will be calculated as

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

Where

$F_n$  = Normalized financial score of the bidder under consideration

$F_b$  = Evaluated cost for the bidder under consideration

$F_{min}$  = Minimum evaluated cost for any bidder

### 6.18.4 Evaluation of Bid - Final Evaluation

The overall score will be calculated as follows:-

$$B_n = 0.55 * T_n + 0.45 * F_n$$

Where

$B_n$  = overall score of bidder under consideration

$T_n$  = Technical score for the bidder under consideration

$F_n$  = Normalized financial score of the bidder under consideration

- After announcing the financial bids if State Government find that there are more than one bidders with equal points, it will go in for Negotiation offer with the State Government and the Negotiation will be as per the highest score of the technical bid and the Negotiation may be called for techno-commercial negotiations.
- During the negotiations a revised Commercial Bid will be taken from the representative of the Bidder by way of sealed bids. This revised offer will replace/supersede the earlier Commercial Bids, provided that the original offer (i.e. Commercial) will not be allowed to be changed to the detriment of the State Government, as far as rates of every individual item & terms/conditions are concerned. **Therefore, the Bidders are advised to send sufficiently senior representatives (who can take spot decisions) for negotiations.**

### **6.19 Rectification of Errors**

- Arithmetical errors in the Financial Bid will be rectified on the following basis.
  - a. 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.
  - b. If there is a discrepancy between words and figures, the amount in words shall prevail.
  - c. If the bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

### **6.20 Contacting the State Government**

#### **6.20.1 Contact by Writing**

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

#### **6.20.2 Rejection of Bid**

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

### **6.21 Client Right to Vary Scope of Contract at the time of Award**

The State Government may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified.

If any such change causes an increase or decrease in the cost of or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the State Government's changed order.

### **6.22 Client Right to Accept Any Bid and to Reject Any or All Bids**

The State Government reserves the right to accept any bid, and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby



incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the State Government's action.

The State Government reserves the right to negotiate the commercials with the selected Bidder and seek revised commercial bid.

## **6.23 Notification of Award**

### **6.23.1 Notification to Bidder**

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

### **6.23.2 Signing of Contract**

The notification of the award shall constitute signing of the agreement. The signing of agreement will amount to award of contract and bidder will initiate the execution of the work as specified in the agreement.

### **6.23.3 Expenses for the Contract**

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

### **6.23.4 Failure to abide by the Agreement**

The conditions stipulated in the agreement shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the State Government 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 the State Government, the successful Bidder shall furnish the performance security in accordance with the Terms & Conditions of Contract, in the Contract Performance Guarantee Bond prescribed at **Volume I, Section XIII – Proforma.**

Failure of the successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. In case of exigency, if

the State Government gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by the successful Bidder.

### **6.25 Confidentiality of the Document**

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

### **6.26 Rejection Criteria**

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

#### **6.26.1 Pre Qualification Rejection Criteria**

- Bids submitted without or improper EMD.
- Bids which do not confirm unconditional validity of the bid as prescribed in the Tender.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.
- Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
- Bids received by the State Government after the last date prescribed for receipt of bids.
- Bids without signature of person (s) duly authorized on required pages of the bid.
- Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

#### **6.26.2 Technical Rejection Criteria**

- Technical Bid containing commercial details.
- Revelation of Prices in any form or by any reason before opening the Commercial Bid
- Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.

- Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
- Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents.
- The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
- If the bid does not confirm to the timelines indicated in the bid.

#### **6.26.3 Commercial Rejection Criteria**

- Incomplete Price Bid
- Price Bids that do not conform to the Tender's price bid format.
- Total price quoted by the Bidder does not include all statutory taxes and levies applicable.
- To ensure a reasonable and realistic ratio of CAPEX and OPEX: a bid may be liable to be rejected after scrutiny if total CAPEX happens to be more than 50% of the overall bid value.

#### **6.27 Concessions permissible under statutes**

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

#### **6.28 Income Tax Liability**

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

# **SECTION – VII**

## **General Conditions of Contract**

## 7 Section VII – General Conditions of the Contract

This CONTRACT is made and entered into on this .....Day of ..... by and between Nagaland eGovernance Society, (NSeGS - herein after referred to as **State Government**) which expression shall include its successors, administrators, executors and assignees) on the one part and M/s ....., a company registered under the companies Act with its Registered office at ..... referred to as the “DCO (Data Centre Operator)” (which expression shall include its successors, administrators, executors and permitted assignees) on the other part.

Whereas State Government is desirous of ..... (Description of services) for carrying out operations conforming to specifications as set forth in the Scope of Work at Volume I, Section IV.

And whereas the DCO represents that it has the necessary experience for carrying out State Government operations as referred to herein and has submitted a bid for providing the required services against Nagaland State Data Centre (NSDC), Tender No..... all in accordance with the terms and conditions set forth herein and any other reasonable requirements of the State Government from time to time.

And whereas State Government has accepted the bid of the DCO and has placed Fax order / Letter of Intent /Notification of Award vide its letter ..... Dated.... On the DCO (Data Centre Operator).

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

### 7.1 Definitions

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

- 7.1.1 “**Business Day**” means any day that is not a Sunday or a public holiday or as per the official holidays observed by State Government.
- 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 with the ambit of this contract that:
  - Is by its nature confidential or by the circumstances in which it is disclosed confidential or



- Is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract.
- 7.1.3 **“Contract”** means the Agreement entered into between the State Government and the “DCO” as recorded in the Contract form signed by the State Government and the “Implementation Agency” including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time;
- 7.1.4 **“DCO’s Representative”** means the person or the persons appointed by the DCO from time to time to act on its behalf for overall co-ordination, supervision and project management.
- 7.1.5 **“Commissioning of Data Centre”** means **the Nagaland State Data Centre site preparation, supply and installation of the required Physical & IT components**, making the site available to State Government for carrying out live Operations and getting the acceptance of the same from the State Government.
- 7.1.6 **“Document”** means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer generated micro fiche.
- 7.1.7 **“Effective Date”** means the date on which this Contract is signed and executed by the parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date;
- 7.1.8 **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- 7.1.9 **“DCO”** means the company with whom the order has been placed for providing Services as specified in this tender/contract and shall be deemed to include the Data Center Operator’s successors, representatives (approved by the State Government), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
- 7.1.10 **“Data Centre Operator Team”** means the successful Bidder who has to provide services to the State Government 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.

- 7.1.11 **“Parties”** means the State Government and the DCO means either of the Parties.
- 7.1.12 **“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.
- 7.1.13 **“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.
- 7.1.14 **“Site”** means the Data Centre space, NOC Area, Staging Area, Media and Accessories Room and other allied areas as approved by the State Government for the purposes of the contract wherein the operations/services/facilities as specified in the scope of work are to be provided/ carried out.
- 7.1.15 **“Sub-Implementation Agency”** means any person or persons or firm/company or their legal representatives, successors, assignees to which part of the contract has been outsourced by the DCO after necessary consent of State Government.
- 7.1.16 **“The Contract Price/Value”** means the price payable to the DCO under the Contract for the full and proper performance of its contractual obligations.
- 7.1.17 **“NSeGS”** shall mean Nagaland State Government shall include its legal representatives, successors and permitted assignees.
- 7.1.18 **“State Government’s Representative”** shall mean the person appointed by the State Government 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 clauses 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;
- 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 Furnishing of an unconditional and irrevocable and continuing Bank Guarantee (**Refer Clause 7.7**) which would remain valid until such time and be renewable as may be stipulated by the State Government.
  - 7.3.1.1 Execution of a Deed of Indemnity in terms of **Clause 7.17** of this Contract.
  - 7.3.1.2 Obtaining the statutory and other approvals required for the performance of the Services under this contract.
  - 7.3.1.3 Where the designated DCO is a subsidiary of a company or a member of a group of companies or is a joint venture company or is special purpose vehicle (SPV) [formed to execute the obligations under this Contract] and where the State Government may specify (on account of the Implementation Agency's failure to fulfil all selection criteria specified in the Tender), the parent or flagship company/ majority shareholder of such DCO having furnished an unconditional, irrevocable and continuing bank guarantee of an amount equivalent to Rs \_\_\_/- on behalf of the DCO in a form and manner acceptable to the State Government which would remain valid until such time, beyond the term of the Contract, as may be stipulated by the State Government.

7.3.2 The State Government reserves the right to waive any or all of the conditions **specified in 7.3.1** above in writing and no such waiver shall affect or impair any right, power or remedy that the State Government may otherwise have.

#### **7.4 Representations & Warranties**

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

- 7.4.1 That the DCO has the requisite experience in providing Data Centre site preparation and maintenance services, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully provide the Services sought by the State Government for the purposes of this Contract.
- 7.4.2 That the DCO is not involved in any major litigation or legal proceedings, pending, existing and potential or threatened that may have an impact of affecting or compromising the performance or delivery of Services under this Contract.
- 7.4.3 That the representations and warranties made by the DCO in the bid or will be made in this contract are and shall continue to remain true and fulfil all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the Tender and unless the State Government specifies to the contrary, the DCO shall be bound by all the terms of the Bid and the contract through the term of the contract.
- 7.4.4 That the DCO has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to fulfil the Scope of Work stipulated in the Tender and this Contract.
- 7.4.5 That there shall not be any privilege, claim or assertion made by a third party with respect to right or interest in ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights licenses and permits.
- 7.4.6 That the DCO shall use such assets of the State Government as the State Government may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The DCO shall however have no claim to any right, title, lien or other interest in any such property and any possession of property for any duration whatsoever shall not



create any right in equity or otherwise merely by fact of such use or possession during or after the term hereof.

- 7.4.7 That the DCO shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the State Government indemnified in relation thereto.
- 7.4.8 That the execution of the Services and the Scope of work herein are and shall be in accordance and in compliance with all applicable laws.
- 7.4.9 That all conditions precedent under the Contract has been satisfied.
- 7.4.10 That neither the execution and delivery by the DCO of the Contract nor the Implementation Agency's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any Applicable Law or any order, write, injunction or decree of any court or Governmental Authority binding on the Implementation Agency, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any Contract, Contract or instrument to which the DCO is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Implementation Agency.
- 7.4.11 That the DCO certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the DCO which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
- 7.4.12 That the DCO owns, license to use or otherwise has the right to use, in all its Intellectual Property Rights, which are required or desirable for performance of its services under this contract and regarding the same the DCO does not, so far as the DCO is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person or third party. So far as the DCO is aware, none of the Intellectual Property Rights, owned or enjoyed by the DCO or which the DCO is licensed to use, which are material in the context of Implementation Agency's business and operations for the performance of this contract are being infringed nor, so far as the DCO is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to



the DCO by any person. All Intellectual Property Rights (owned by the DCO or which the DCO is licensed to use) required by the DCO for the performance of the contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the State Government indemnified in relation thereto.

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

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

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

## **7.5 Scope of work/contract**

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

7.5.2 State Government has engaged the DCO for design, site preparation, supply, installation, maintenance, and operations of physical and IT infrastructure for the establishment of State Data Centre at Nagaland. 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 State Government in order to meet its business requirements (hereinafter 'scope of work').

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

7.5.4 The State Government 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 fulfilment of the Scope of Work pursuant to **Clause 7.21**.

### **7.6 Duration of the contract**

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

### **7.7 Contract Performance Guarantee**

Within 14 (fourteen) days after the receipt of notification of award of the Contract from the State Government the successful Bidder shall furnish Contract Performance Guarantee to the State Government which shall be equal to 10% of the value of the Contract and shall be in the form of a Bank Guarantee Bond from a Nationalized Bank in the Performa given at **Volume I, Section XIII**

### **7.8 DCO's Obligations**

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

7.8.2 In addition to the aforementioned, the DCO shall:

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

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

7.8.3 **Data Centre Operator's (DCO) Representative.**

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 State Government'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 State Government's Representative in the manner required by them for supervision/inspection/observation of the Nagaland State Data Centre facilities, equipment/material, procedures, performance, reports and records pertaining to the works. DCO shall also have complete charge of the DCO's personnel engaged in the performance of the works and to ensure internal discipline, compliance of rules, regulations and safety practice. DCO shall also co-ordinate and co-operate with the other Service Providers/Vendors of the State Government working at the Site/offsite for activities related to planning, execution of scope of work and providing services under this contract.

**7.8.4 Reporting Progress:**

- 7.8.4.1 DCO shall monitor progress of all the activities specified in the contract and submit free of cost Weekly / Monthly / as desired (by State Government or its representatives) progress report about various aspect of the work to the State Government. The State Government on mutual agreement between both parties may change the periodicity of such reports. The same is required to be submitted in soft copy as well. Formats for such reporting shall be discussed at the Kick-Off meeting.
- 7.8.4.2 The Data Centre facilities / services and/or labour to be provided by the DCO under the Contract and the manner and speed of execution and maintenance of the work are to be conducted in a manner to the satisfaction of State Government's Representative in accordance with the Contract. Should the rate of progress of the work compliance to the requirements of the Data Centre/its facilities or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works or insufficient for satisfactory operation of the Data Centre the State Government's Representative shall so notify the DCO in writing.
- 7.8.4.3 The DCO shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time. The DCO shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the State Government or State Government's Representative that the actual progress of work does not conform to the approved programme the DCO shall produce at the request of

the State Government's Representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance/improvement to the stipulated requirements.

7.8.4.4 In case during the site preparation of the proposed Data Centre the progress falls behind schedule or does not meet the desired requirements, DCO shall deploy extra manpower, resources, infrastructure to make up the progress or to meet the requirements. All time and cost effect in this respect shall be borne by the DCO unless otherwise expressly provided in the Contract.

**7.8.5 Knowledge of Site Conditions:**

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

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

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



**7.9 DCO's Team**

- 7.9.1 The DCO shall provide to the State Government during kick-off meeting, an organization chart showing the proposed organization/manpower to be established by the DCO for execution of the work/facilities including the identities and Curriculum-Vitae of the key personnel to be deployed. The DCO shall promptly inform the State Government in writing of any revision or alteration of such organization charts.
- 7.9.2 The DCO shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs/charges in connection thereof.
- 7.9.3 The DCO shall provide and deploy manpower on the Site for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage/supervise the work in a proper and timely manner.
- 7.9.4 The State Government's 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, if in the opinion of the State Government's Representative the person in question has mis-conducted himself or his deployment is otherwise considered undesirable by the State Government'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 State Government's Representative.
- 7.9.5 The State Government's Representative may at any time request the DCO to remove from the work / Site the DCO's employee / supervisor / any other authorized representative or any person(s) deployed by DCO for professional incompetence or negligence or for being deployed for work for which he / she is not suited. The DCO shall consider the representative's request and may accede to or disregard it. The State Government's Representative having made a request as aforesaid in the case of any person which the DCO has disregarded, may in the case of the same person at any time but on a different occasion and for a different instance of one of the reasons referred to above in this Clause object to and require the DCO to remove that person from deployment on the work which the DCO shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the State Government's Representative.



- 7.9.6 The State Government Representative shall state to the DCO in writing his reasons for any request or requirement pursuant to this clause.
- 7.9.7 The DCO shall maintain backup personnel and shall promptly provide replacement of every person removed pursuant to this section with an equally competent substitute from the pool of backup personnel.
- 7.9.8 In case of change in its team composition owing to attrition the DCO shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handover/takeover of documents and other relevant materials between the outgoing and the new member. The exiting team member should be replaced with an equally competent substitute from the pool of backup personnel.

#### **7.10 Statutory Requirements**

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

#### **7.11 Contract administration**

- 7.11.1 Either party may appoint any individual / organization as their authorized representative through a written notice to the other party. Each representative shall have the authority to:
  - 7.11.1.1 Exercise all of the powers and functions of his/her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof and
  - 7.11.1.2 Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
  - 7.11.1.3 The DCO along with the members of Sub-Implementation Agency/third party shall be bound by all undertakings and representations made by the authorized representative of the DCO and any covenants stipulated hereunder with respect to this Contract for and on their behalf.

7.11.3 For the purpose of execution or performance of the obligations under this Contract the State Government's Representative would act as an interface with the nominated representative of the Implementation Agency. The DCO shall comply with any instructions that are given by the State Government's Representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender.

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

## **7.12 Right of Monitoring, Inspection and Periodic Audit**

7.12.1 The State Government reserves the right to inspect and monitor/assess the progress/performance/maintenance of the Nagaland State Data Centre at any time during the course of the Contract. The State Government may demand and upon such demand being made the State Government shall be provided with any document, data, material or any other information which it may require to enable it to assess the progress of the project.

7.12.2 The State Government shall also have the right to conduct, either itself or through another 3<sup>rd</sup> Party Agency as it may deem fit, an audit to monitor the performance by the DCO of its obligations/functions in accordance with the standards committed to or required by the State Government and the DCO undertakes to cooperate with and provide to the State Government/ any other DCO appointed by the State Government, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the DCO failing which the State Government may without prejudice to any other rights that it may have issue a notice of default.

## **7.13 State Government's Obligations**

7.13.1 The State Government'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 Government shall provide adequate cooperation in providing details assisting with coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the State Government is proper and necessary.

7.13.2 State Government shall ensure that timely approval is provided to the DCO, where deemed necessary, which should include physical data centre

diagram/plans and all specifications related to equipment/material required to be provided as part of the Scope of Work.

7.13.3 The State Government shall approve all such documents as per **Clause 7.13.2**.

#### **7.14 Information Security**

7.14.1 The DCO shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the State Government, out of Data Centre premises without prior written permission from the State Government.

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

7.14.3 DCO acknowledges that State Government business data and other State Government proprietary information or materials, whether developed by State Government or being used by State Government pursuant to a license agreement with a third party (the foregoing collectively referred to herein as “proprietary information”) are confidential and proprietary to State Government and DCO agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by DCO to protect its own proprietary information. DCO recognizes that the goodwill of State Government depends, among other things, upon DCO keeping such proprietary information confidential and that unauthorized disclosure of the same by DCO could damage State Government and that by reason of DCO’s duties hereunder. DCO may come into possession of such proprietary information even though DCO does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. DCO shall use such information only for the purpose of performing the said services.

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

#### **7.15 Ownership of Equipment**

The State Government shall own the equipment and Data Centre infrastructure supplied by the DCO arising out of or in connection with this Contract.

## 7.16 Underwriting of Risk and its mitigation

- 7.16.1 DCO shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the DCO under this CONTRACT. DCO shall underwrite all the risk related to its personnel deputed under this CONTRACT as well as IMPLEMENTATION AGENCY's equipment, tools and any other belongings of the DCO or their personnel during the entire period of their engagement in connection with this CONTRACT and take the essential step to reduce and mitigate the risk. State Government will have no liability on this account.
- 7.16.2 Notwithstanding anything contained in any provision of this CONTRACT, State Government shall defend, indemnify and hold DCO harmless from and against any losses, damages, cost or claims relating to State Government's existing property except in case of gross negligence or willful misconduct of the DCO, its sub-DCO their agents or employees, in which case the DCO shall be liable to bear loss or damage occurring to the property of the State Government as a result of its gross negligence or willful misconduct, provided however that such liability shall be limited to the CONTRACT Price.
- 7.16.3 **"Gross Negligence"** means: any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause or which was in reckless disregard of or wanton indifference to avoidable and harmful consequences such person or entity knew or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property, **"willful misconduct"** means: "intentional disregard of good and prudent standards of performance or proper conduct under the CONTRACT with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

## 7.17 Indemnity

- 7.17.1 The DCO shall execute and furnish to the State Government a Deed of Indemnity in favour of the State Government in a form and manner acceptable to the State Government, indemnifying the State Government 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:



- 7.17.2 Any negligence or wrongful act or omission by the DCO's Team or any Agency/ in connection with or incidental to this Contract; or
- 7.17.3 Any breach of any of the terms of the DCO's Bid as agreed, the Tender and this Contract by the DCO, the DCO's Team or any of its Agency.
- 7.17.4 The indemnity shall be to the extent of 100% in favour of the State Government.

### **7.18 Confidentiality**

- 7.18.1 The DCO shall not use Confidential Information (CCTV records, Biometric Records etc), the name or the logo of the State Government except for the purposes of providing the Service as specified under this contract;
- 7.18.2 The DCO may only disclose Confidential Information in the following circumstances:
- With the prior written consent of the State Government.
  - To a member of the DCO's Team ("Authorized Person") if:
    - The Authorized Person needs the Confidential Information for the performance of obligations under this contract;
    - The Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract
- 7.18.3 The DCO shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the members of the sub-Implementation Agency and other service provider's team members to the satisfaction of the State Government.
- 7.18.4 The DCO shall sign a Non Disclosure Agreement (NDA) with the State Government. The DCO, its antecedents and the sub-Implementation Agency shall be bound by the NDA. The DCO will be held responsible for any breach of the NDA by its antecedents, delegates or sub-Implementation Agency.
- 7.18.5 The DCO shall notify the State Government promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of the State Government.
- 7.18.6 The DCO shall be liable to fully recompense the State Government for any loss of revenue arising from breach of confidentiality. The State Government 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.

### **7.19 Term and Extension of the Contract**

- 7.19.1 The term of this Contract shall be initially for a period of five years from the date of the site acceptance and start of live operations of the Data Centre.



7.19.2 The State Government shall reserve the sole right to grant any extension to the term abovementioned and shall notify in writing to the DCO at least 6 months before the expiration of the Term hereof, whether it will grant the DCO an extension of the Term. The decision to grant or refuse the extension shall be at the State Government's discretion.

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

## **7.20 Prices**

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

## **7.21 Change Orders/Alteration/Variation**

The DCO agrees that the Data Centre requirements given in specifications of the Bidding Documents are minimum requirements and are in no way exhaustive and guaranteed by the State Government. It shall be the responsibility of the DCO to meet all the requirements of Design criteria contained in the Bidding Documents and any upward revisions and/or additions of quantities, specifications, sizes given in Specifications and drawings etc. of the Bidding Documents required to be made during commissioning of Data Centre shall not constitute a change order and shall be carried out without a change order and shall be carried out without any time and cost effect to State Government. Further upward revisions and or additions required to make DCO's selected Data Centre space, facilities, equipment and installation procedures to meet Bidding Documents requirements expressed and to make entire facilities safe, operable and as per specified codes and standards shall not constitute a change order and shall be carried out without any time and cost effect to State Government. Any upward

revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification and Drawings etc. of the Bidding Documents which the DCO had not brought out to the State Government 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 State Government.

### **7.21.1 Change Order**

7.21.1.1 The change order will be initiated only in case (i) the State Government directs in writing the DCO to include any addition to the scope of work covered under this Contract or delete any part of the scope of the work under the Contract, (ii) DCO requests to delete any part of the work which will not adversely affect the operational capabilities of the facilities and if the deletions proposed are agreed to by the State Government and for which cost and time benefits shall be passed on to the State Government, (iii) the State Government directs in writing the DCO to incorporate changes or additions to the Design Criteria requirements already covered in the Contract.

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

7.21.1.3 Any change order as stated in Clause 7.21.1.1 comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a "Variation") shall be the Subject of an amendment to the Contract by way of an increase or decrease in the Contract Price and adjustment of the implementation schedule if any.

7.21.1.4 If there is a different of opinion between the DCO and State Government's Representative whether a particular work or part of the work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in Clause 7.21.2.

7.21.1.5 Within ten (10) working days of receiving the comments from the State Government or the drawings, specification, purchase requisitions and other documents submitted by the DCO for approval, the DCO shall respond in writing which item(s) of the Comments is/are potential changes(s) in the "**Scope of work**" at Section IV of the Volume I of the tender document covered in the

Contract and shall advise a date by which change order (if applicable) will be submitted to the State Government.

### **7.21.2 Procedures for Change Order**

- 7.21.2.1 During detailed Engineering and subsequently, if the DCO observes that any new requirement which other than that required for meeting the design criteria is not specific or intended by the Contract has been stipulated by the State Government, while approving the specifications, calculations, purchase requisitions, other documents etc. DCO would verbally discuss the matter with State Government's Representative.
- 7.21.2.2 In case such requirement arises from the side of the DCO, he would also verbally discuss the matter with State Government's Representative giving reasons thereof.
- 7.21.2.3 In either of the two cases as explained in Clause 7.21.3.1 and 7.21.3.2 above, the representatives of both the parties will discuss on the new requirement for better understanding and to mutually decide whether such requirement constitutes a change order or not.
- 7.21.2.4 If it is mutually agreed that such Requirement constitutes a "Change Order" then a joint memorandum will be prepared and signed by the DCO and State Government to confirm a "Change Order" and basic ideas of necessary agreed arrangement.
- 7.21.2.5 Upon completion of the study referred to above under Clause 7.21.3.4, the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to the State Government to enable the State Government to give a final decision whether DCO should proceed with the change order or not in the best interest of the works. The estimated cost and time impact indicated by DCO shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order. The time impact applicable to the Contract shall be mutually agreed, subsequently, on the basis of the detailed calculations supported with all relevant back up documents. In case DCO fails to submit all necessary substantiation/calculations and back up documents, the decision of the State Government regarding time and cost impact shall be final and binding on the Implementation Agency.
- 7.21.2.6 If State Government accepts the implementation of the change order under Clause 7.21.3.5 above in writing, which would be considered as change order then DCO shall commence to proceed with the relevant work stipulated in

the change order pending final agreement between the parties with regard to adjustment of the Contract Price and the Construction Schedule.

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

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

### **7.21.3 Change of Size/Quantities**

The State Government will have the option to increase or decrease the size of the dedicated and exclusive Data Centre space as well as the Non-Data Centre space and the related quantities of equipment/material to be provisioned by the DCO as mentioned in the Contract at any time before work is initiated at the site, provided that such increase or decrease shall not exceed twenty five per cent (30%) of the total Contract Price. In case the change required by the State Government exceeds 30% of the total Contract Price, the said change would be subject to the DCO providing his written consent to the State Government request.

### **7.21.4 Conditions for extra work/change order**

7.21.5.1 The provisions of the Contract shall apply to extra work performed as if the Extra work / Change order has been included in the original Scope of work. However, the Contract Price shall increase / decrease and the Time Schedule shall be adjusted on account of the Extra work / Change orders as may be mutually agreed in terms of provisions set forth in Clause 7.21.2 through 7.21.3 above. The Implementation Agency's obligations with respect to such work remain in accordance with the Contract.



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

## **7.22 Suspension of Work**

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

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

## **7.23 Completion of Contract**

7.23.1 Unless terminated earlier, pursuant to Clauses 7.4, 7.15, 7.18 the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations mentioned in Clause 7.29 are fulfilled to the satisfaction of the State Government.

7.23.2 Special Conditions of Contract:

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

## **7.24 Payment Schedule**

7.24.1 The fee amount will be equal to the amount specified in **Volume I, Section X – Format for Tender Response – Commercial Bid**. Payments will be released only on satisfactory acceptance of the deliverables for each Task as per the following schedule:



S.No	Payment Schedule	Fee Payable	Remarks
1.	Mobilization Advance	15% of the CAPEX	Payable against Bank Guarantee
2.	On Deliver and successful installation of all the equipments	30% of the CAPEX	
3.	On submission of all the bills and manuals of the equipments	15% of the CAPEX	
4.	On successful final acceptance test by the third part monitoring agency	30% of CAPEX	Remaining 10 % of the CAPEX will be distributed into 20 instalments and paid quarterly during the operation phase.
5.	Operations and Management for 5 years payable quarterly	5% (per quarter) of the OPEX	

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

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

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

7.24.3 The DCO should provide support and maintenance for the NSDC for the period 5 years from the date of Final acceptance testing by the State Government.

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

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

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

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

## **7.25 Events of Default by the DCO**

7.25.1 The failure on the part of the DCO to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the Implementation Agency. The events of default as mentioned above may include inter alia the following:

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

7.25.1.2 The DCO has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures / Contract or if the DCO has fallen short of matching such standards/targets as the State Government may have designated with respect to any task necessary for the execution of the scope of work under this Contract. The above mentioned failure on the part of the DCO may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by the State Government.

7.25.1.3 The DCO has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the State Government despite being served with a default notice which laid down the specific deviance on the part of the DCO to comply with any stipulations or standards as laid down by the State Government or

7.25.1.4 The Implementation Agency/Implementation Agency's Team has failed to conform with any of the Service/Facility Specifications/standards as set out in the scope of work of this Tender document or has failed to adhere to any amended direction, modification or clarification as issued by the State Government during the term of this Contract and which the State Government deems proper and necessary for the execution of the scope of work under this Contract. The DCO has failed to demonstrate or sustain any representation or warranty made by it in this Contract with respect to any of the terms of its Bid or the Tender and this Contract.

7.25.1.5 There is a proceeding for bankruptcy, insolvency, winding up or there is

an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Implementation Agency.

7.25.1.6 The Implementation Agency/Implementation Agency's Team has failed to comply with or is in breach or contravention of any applicable laws.

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

7.25.1.8 Where despite the issuance of a default notice to the DCO by the State Government the DCO fails to remedy the default to the satisfaction of the Implementation Agency, the State Government may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the State Government.

## **7.26 Consequences in Event of Default**

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

7.26.1.1 Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of Services and the project which the DCO shall be obliged to comply with which may include unilateral re-determination of the consideration payable to the DCO hereunder. The DCO shall in addition take all available steps to minimize loss resulting from such event of default.

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

7.26.1.3 Shall specify the nature of the failure and Shall request the DCO to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Implementation Agency.

7.26.1.4 Where the State Government deems necessary it shall have the right to require replacement of any of the Implementation Agency's sub-contractors / vendors with another suitable member. The DCO shall in such case terminate forthwith all their agreements/contracts other arrangements with such member and find of the suitable replacement for such outgoing member with another member to the satisfaction of the State Government who shall execute such Contracts with the State Government as the State Government may require. Failure on the part of the DCO to find a suitable replacement and/or terminate all agreements/contracts

with such member shall amount to a breach of the terms hereof and the State Government in addition to all other rights, have the right to claim damages and recover from the DCO all losses/ or other damages that may have resulted from such failure.

#### **7.27 Terminate the Contract**

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

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

#### **7.28 Termination**

7.28.1 The State Government may terminate this Contract in whole or in part by giving the DCO prior and written notice indicating its intention to terminate the Contract under the following circumstances:

7.28.1.1 Where the State Government is of the opinion that there has been such Event of default on the part of the DCO which would make it proper and necessary to terminate this Contract and may include failure on the part of the DCO to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract.

7.28.1.2 Where it comes to the State Government'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 State Government in relation to any of terms of the Implementation Agency's Bid, the Tender or this Contract

7.28.1.3 Where the Implementation Agency'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 Implementation Agency, 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 Implementation Agency. In the event of the happening of any events of the above nature, the State Government shall reserve the right to take any steps as are necessary to ensure the effective transition of the project to a successor Implementation Agency/service provider, and to ensure business continuity

**7.28.1.4 Termination for Insolvency:** The State Government may at any time terminate the Contract by giving written notice to the Implementation Agency 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 State Government.

**7.28.1.5 Termination for Convenience:** The State Government may by prior written notice sent to the DCO at least 30 days 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 State Government convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

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

## **7.29 Consequences of Termination**

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

**7.29.2.** In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated Term of the Contract or otherwise] the State Government 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 State Government and/or the successor Implementation Agency/service provider, as may be required to takeover the obligations of the erstwhile DCO in relation to the execution/continued execution of the scope of this Contract.



7.29.3. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the DCO or due to the fact that the survival of the DCO as an independent corporate entity is threatened/has ceased or for any other reason whatsoever the State Government 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 State Government and satisfactorily performed by the DCO up to the date of termination. Without prejudice any other rights the State Government may retain such amounts from the payment due and payable by the State Government to the DCO as may be required to offset any losses caused to the State Government 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 State Government for any such loss, damages or other costs incurred by the State Government. Additionally the sub DCO / other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the collapse of the DCO as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the State Government and as may be proper and necessary to execute the scope of work under the Contract in terms of the Implementation Agency's Bid, the Tender and this Contract.

7.29.4. Nothing herein shall restrict the right of the State Government 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 State Government under law.

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

### **7.30 Penalty**

SLA Penalty will not applicable to DCO under following conditions:

- Failure or malfunctioning of the equipment, systems not owned or controlled by DCO.
- Circumstances or instances of Force Majeure
- Scheduled or preventive maintenance

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

### **7.31 Liquidated Damages**

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

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

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

### **7.32 Dispute Resolution**

7.32.1 The State Government and the DCO shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes arising between them under or in connection with the Contract.

7.32.2 If, after Thirty (30) days from the commencement of such direct informal negotiations, the State Government and the DCO have been unable to resolve amicably of Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in Clauses 7.32.3 and 7.32.4.

7.32.3 In the case of a dispute or difference arising between the State Government and the DCO relating to any matter arising out of or connected with this Contract,

such dispute or difference shall be referred to the award of two Arbitrators. One Arbitrator to be nominated by the State Government and the other to be nominated by the DCO or in case of the said Arbitrators not agreeing then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference and in case the Arbitrators cannot agree to the Umpire he may be nominated by the Secretary, Indian Council of Arbitration, New Delhi. The award of the Arbitrators in the event of their not agreeing of the Umpire appointed by them or by the Secretary, Indian Council of Arbitration, New Delhi, shall be final and binding on the parties.

7.32.4 The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or reenactments thereof, shall apply to the arbitration proceedings.

7.32.5 The venue of arbitration shall be Kohima, Nagaland, India.

7.32.6 The State Government may terminate this contract by giving a written notice of termination of minimum 30 days to the Implementation Agency, if the DCO fails to comply with any decision reached consequent upon arbitration proceedings pursuant to Clause 7.32.3

7.32.7 Continuance of the Contract:

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

### **7.33 Implementation Agency's Liability towards the State Government**

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

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

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

### **7.34 Conflict of interest**

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

### **7.35 Severance**

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

### **7.36 Governing Language**

The Agreement shall be written in English language. Subject to Clause 7.41.5, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

### **7.37 “No Claim” Certificate**

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

### **7.38 Publicity**

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

### **7.39 Force Majeure**

7.39.1 Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.

7.39.2 The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event.

7.39.3 The State Government 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 abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

7.39.4 In case of a Force Majeure all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

## **7.40 Exit Management**

### **7.40.1 Exit Management Purpose**

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

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

### **7.40.2 Transfer of Assets**

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

### **7.40.3 Cooperation and Provision of Information**

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

### **7.40.4 Confidential Information, Security and Data**

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

7.40.4.1 Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to Nagaland State Data Center, Project's Intellectual Property Rights; any other data and confidential information related to SDC Nagaland ; All current and updated SDC



Project data as is reasonably required for purposes of the SDC Project or for transitioning of the services to its Replacement Successful Bidder in a readily available format.

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

#### **7.40.5 Employees**

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

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

#### **7.40.6 Rights of Access to Information**

At any time during the exit management period, the Successful Bidder will be obliged to provide an access of information to the State Government, and/or any Replacement Successful Bidder in order to make an inventory of the Assets (including hardware / Software / Active / passive), layouts, diagrams, schematics, documentations, manuals, catalogs, archive data, IP addressing, Live data, policy documents or any other material related to SDC Project.

#### **7.40.7 Exit Management Plan**

7.40.7.1 The Successful Bidder shall provide the State Government with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

- a. A detailed program of the transfer process that could be used in conjunction with a Replacement Successful Bidder including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- b. Plans for the communication with such of the DCO, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on DC Project's operations as a result of undertaking the transfer;
- c. Plans for provision of contingent support to SDC Project and Replacement Successful Bidder for a reasonable period after transfer.

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

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

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

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

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

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

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

## **7.41 General**

### **7.41.1 Relationship between the Parties**

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

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

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

#### **7.41.2 No Assignment**

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

#### **7.41.3 Survival**

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

#### **7.41.4 Entire Contract**

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

#### **7.41.5 Governing Law**

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

#### **7.41.6 Jurisdiction of Courts**

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

#### **7.41.7 Compliance with Laws**

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

#### **7.41.8 Notices**

A "notice" means:

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

All notices, requests or consents provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested,

addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To State Government at:

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

To DCO at:

Attn:  
[Phone:]  
[Fax:]

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

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

#### **7.41.9 Waiver**

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

7.41.9.2 A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

7.41.9.3 The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

#### **7.41.10 Modification**

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

#### **7.41.11 Application**

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

#### **7.41.12 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.

**7.41.13 Sub Contract**

The Successful Bidder would provide all the services through its own, however if sub contracting is required, it would be allowed only after the formal approvals of state, further more the DCO has to submit the proposed agreement between sub contractor and DCO for the State approval.



# **SECTION – VIII**

## **Formats to Response to the Tender – Pre qualification Bid**

**8 Section VIII – Formats to Response to the Tender – Pre Qualification Bid**

**8.1 Format 1 – Pre qualification Bid Letter**

To

Secretary IT & CEO NseGS,,  
Directorate of Information Technology,  
Below New Secretariat,  
Thizama Road, Nagaland,  
Kohima – 797 001

Sir/ Madam,

**Subject: Appointment of an Agency for Supply, Installation, Configuration, Operations and Maintenance of physical and IT infrastructure at the Nagland 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> alongwith the following:

**1. EARNSET MONEY DEPOSIT (EMD)**

We have enclosed an EMD in the form of a Demand Draft for the sum of **Rs. 30,00,000/- (Rupees Thirty Lakhs only)**. This EMD is liable to be forfeited in accordance with the provisions of the **Volume I, Section VII - General Conditions of the Contract**.

**2. DEVIATIONS**

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

- Statement of Deviations from Tender Terms and Conditions **Volume I, Section IX - (Format 7)**

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

**3. CONTRACT PERFORMANCE GUARANTEE BOND**

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in **Volume II, Section XIII - Proforma** and as per **Volume I, 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:

Place:

Business Address:

**8.2 Format 2 - General Information about the Bidder**

<b>Details of the Prime Bidder (Company)</b>				
1.	Name of the Bidder (Prime)			
2.	Address of the Bidder			
3.	Status of the Company (Public Ltd/ Pvt. Ltd)			
4.	Details of Incorporation of the Company		Date:	
			Ref. #	
5.	Details of Commencement of Business		Date:	
			Ref. #	
6.	Valid Sales tax registration no.			
7.	Valid Service tax registration no.			
8.	Permanent Account Number (PAN)			
9.	Name & Designation of the contact person to whom all references shall be made regarding this tender			
10.	Telephone No. (with STD Code)			
11.	E-Mail of the contact person:			
12.	Fax No. (with STD Code)			
13.	Website			
14.	Financial Details (as per audited Balance Sheets) (in Cr)			
15.	Year	2005-2006	2006-2007	2007-2008
16.	Net Worth			
17.	Turn Over			
	PAT			
<b>Details of the members of the Consortium (Please attach consortium Agreement)</b>				
18.	Name of the Bidder (member of consortium)			

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



## 8.3 Format 3 – Pre qualification Check List

S. No.	Clause	Documents Required	Page No.
1	DD against Tender Paper Cost for amount Rs..../- (Five thousand only)	DD No. Bank: Date:	
2	DD/BG against Earnest Money for amount Rs. 30,00,000/- (Thirty lakh only)	DD/BG No. Bank: Date:	
3	The bidder (prime) should be a national/international level IT organization/ company registered under the Companies Act, 1956 since last 3 years as on 31.03.2008.	Certificate of Incorporation and Self Certification of being in the Information Technology business for the last 3 years should be attached.	
4	Bidder (prime) should be an established Information Technology company and IT System Integrator and should have been in the business for a period exceeding three years as on 31.03.2008.	Commencement of Business Certificate, work orders conforming 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. 100 crores for each of the last three Financial Years ending on 31.03.2008.	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 (upto 31-mar-08) should be attached.	
6	The bidder (prime) should have commissioned and installed/ in process of implementation at least one	Copy of work order/LOI/ client certificates should be attached.	

S. No.	Clause	Documents Required	Page No.
	<p>Data Center project that meets all the following requirements during the last five (3) years as on 31.03.2008:</p> <p>a. An order value of not less than Rs 5 crores.</p> <p>b. ISO 27001 certification for at least one commissioned data center.</p> <p>Note: Bidder's in house Data Centers shall not be considered unless used for commercial use.</p>		
7	<p>The bidder should have experience in providing Facility management services to at least one data center, for the last three years i.e. 2005-2006,2006- 2007 &amp; 2007-08</p> <p>Note:</p> <ul style="list-style-type: none"> <li>• Bidder's in house data centers shall not be considered.</li> <li>• Bidders who have built their own Internet Data Centre (IDC), for commercial use will be considered.</li> </ul>	Copy of work order / client certificates should be attached.	

S. No.	Clause	Documents Required	Page No.
8	The bidder (prime/Consortium) should have a CMMI level 5 Certificate.	Valid CMMI Level - 5 certificate needs to be attached.	
9	The bidder (prime) should have ISO 9001 Certificate.	Valid ISO 9001 certificate needs to be attached.	
10	The bidder (prime) must have on its roll at least 100 technically qualified professionals in the area of networking, systems integration and prior experience in providing the Data Center Infrastructure maintenance services as on 01.05.2008. At least five resources should be ITIL and/or ISO 20000 certified Auditor and five resources should be ISO 27001 certified Lead Auditor.	Certificate from bidders HR Department for number of employees' employed by the company. Name of the employees which are ITIL/ISO 20000 certified Auditor and name of the employees which are ISO 27001 certified Lead Auditor to be provided.	
11	The bidder (prime) & all consortium partners shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.	Declaration in this regard by the authorized signatory of the prime bidder should be attached. Refer to Section 8.4 of volume-I of this FRP.	
12	Acceptance of Terms and Conditions contained in the RFP document.	Declaration in this regard by the authorized signatory of the prime bidder should be attached. Refer to Section 8.5 of volume-I of this RFP.	
13	The bidder (prime) should	Relevant Documents for	

S. No.	Clause	Documents Required	Page No.
	have an office in the state. However, if the local presence is not there in the state, the selected bidder (prime) should give an undertaking for establishment of an office, within two months of award of the contract.	Undertaking.	
14	In case of consortium, agreement copy is to be furnished.		
15	Valid sales tax registration certificate, Valid Service tax registration certificate and Permanent Account Number (PAN)/ TAN issued by income Tax department.	Copy of each registration certificates should be provided along with up-to-date VAT clearance certificate.	
16	The bidder (prime) should submit valid letter from the OEMs confirming following: Authorization for bidder Confirm that the products quoted are not end of life products Undertake that the support including spares, patches for the quoted products shall be available for next 6 years from date of acceptance testing.	OEMs include: <ul style="list-style-type: none"> <li>• Compute Infrastructure</li> <li>• Networking Infrastructure</li> <li>• Storage Infrastructure</li> <li>• UPS</li> <li>• HVAC</li> <li>• Generator</li> <li>• Fire detection &amp;Suppression</li> <li>• Surveillance</li> </ul>	

**8.4 Format 4 - Declaration Regarding Clean Track Record**

To,

Secretary IT & CEO NseGS,,  
Directorate of Information Technology,  
Below New Secretariat,  
Thizama Road, Nagaland,  
Kohima – 797 001 Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document [\_\_\_\_\_] regarding Appointment of an Data Centre Operator (DCO) for Design, Site Preparation, Supply, Installation, Commissioning, and Maintenance & Operations of the Nagaland State Data Centre for a period of five years. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government organizations in India. I further certify that I am competent officer in my company to make this declaration.

Thank you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Place

Business Address:



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

To,

Secretary IT & CEO NseGS,,  
Directorate of Information Technology,  
Below New Secretariat,  
Thizama Road, Nagaland,  
Kohima – 797 001

Sir,

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

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

# **SECTION – IX**

## **Formats to Response to the Tender – Technical Bid**

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

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

**9.1 Format 1 – Technical Bid Letter**

To

Secretary IT & CEO NseGS,,  
Directorate of Information Technology,  
Below New Secretariat,  
Thizama Road, Nagaland,  
Kohima – 797 001

Sir/ Madam,

**Subject: Appointment of an Data Centre Operator for Supply, Installation, Configuration, Operations and Maintenance of physical and IT infrastructure at the Nagland 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> alongwith the following:

**1. EARNSET MONEY DEPOSIT (EMD)**

We have enclosed an EMD in the form of a Demand Draft for the sum of Rs. 30,00,000/- (Rupees Thirty Lakhs only). This EMD is liable to be forfeited in accordance with the provisions of the volume I, **Section VII - General Conditions of the Contract**.

**2. DEVIATIONS**

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

- Statement of Deviations from Tender Terms and Conditions **Volume I, Section IX - (Format 7)**

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

**3. CONTRACT PERFORMANCE GUARANTEE BOND**

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in **Volume II, Annexure IV - Proforma** and as per **Volume I, Section VII - General Conditions of Contract**.

**4. BID VAILIDITY PERIOD**

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

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

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

Thanking you,

Yours faithfully,  
(Signature of the Bidder)  
Printed Name  
Designation

Seal

Date:

Business Address:

**9.2 Format 2 - General Information about the Bidder**

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



### 9.3 Format 3 – Technical Solution

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

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

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

#### a. Physical Components Design

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

#### b. IT Components design

- i. Approach & Methodology for Installation & Configuration of:
  - Computing (Servers, OS, Databases etc.) infrastructure
  - Network infrastructure
  - Security infrastructure
  - Applications

- Storage infrastructure
- Help Desk

**c. Operations & Maintenance**

- a. Help Desk Services
  1. Escalation Plan
  2. implementation of ITIL, ISO 20000, BS7799, ISO 27001 etc best practices
- b. System Maintenance & Management
- c. System / Storage / Database / Network / Security Administration
- d. Backup & Restoration

**d. Approach & Methodology for Commissioning of complete Data Centre.**

**e. Approach & Methodology for installation of the IT infrastructure hosted by user departments.**

**f. Adherence to Best practices like ISO, ITIL, BS7799, BS15000 etc.**

3. Bidder shall provide a detailed project plan with timelines, resource allocation, milestones etc. in for supply, installation and commissioning of the physical and IT components for the State Data Centre at Nagaland.

**9.4 Format 4 – Specifications of the Physical Components**

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

# Quantity could be the absolute number or a unit like kgs/ft<sup>2</sup>, ft/mt<sup>2</sup> etc depending upon the type of equipment in consideration. For e.g. Air-conditioning system would have 'x' number of PAC units and 'y' tons of capacity. Similarly cabling would be specified in z feet per square meters. Bidder should provide detailed specifications.

**9.5 Format 5 – Specifications of the IT Components**

S.No	Description	OEM	Make & Model	Whether Comply (Yes / No)
1.	As per Schedule B			
2.	.....			
3.	.....			
4.	.....			
5.	.....			

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

**9.6 Format 6 – Manpower Details**

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

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

S. No	Type of resource	No. of Resources	Key Responsibilities	Academic Qualifications and Certification as ITSM,ISMS etc	Years of Relevant Experience	Name of the Company
1.	Project manager					
2.	Data Centre Design Expert					
3.	Onsite support					
4.						
5.	Others					
6.	.....					

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

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

5	.....								
6	.....								
7	.....								

**3 Format of CV for proposed staff of bidder.**

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.	.....			
7.	Number of years with the Current Organization			
8.	Current job responsibilities			
9.	Summary of professional / domain experience			
10.	Skill sets			
11.	Highlights of assignments handled			
12.	Educational Background, Training / Certification including institutions.			
13.	Degree (including subjects)	Year of Award of Degree	University	% of marks



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

Signature of Staff Member

Signature of Authorized Signatory

Date:

Date:

**9.7 Format 7 – Deviations from Tender Terms & Conditions**

The given format should be followed while marking out the deviation from Tender terms and conditions.

S. No	Section No.	Clause No.	Page No.	Statement of deviations and variations.	Remarks
1.					
2.					
3.					
4.					
5.					
6.					

**9.8 Format 8 – Project Profile.**

<b>Format for citing relevant past projects</b>		
<b>S. No</b>	<b>Item</b>	<b>Details</b>
<b>General Information</b>		
1	Customer Name/Government Department	
2		
<b>Brief description of scope of project</b>		
<b>Size of the project</b>		
3	Contract Value of the project (in crore)	
4	Capital Expenditure involved (by the govt./ State Government)	
5	Total cost of the services provided (by the Bidder)	
6	Please provide copies of Work Order or Certificate of Completion.	
<b>Project Details</b>		
7	Name of the project	
8	Start Date/End Date	
9	Current Status (work in progress, completed)	
10	Contract Tenure	
11	No. of locations	
12	Man-month effort involved	
13	Type of Project.	
14	Solution architecture	

	employed & core Components	
15	Scope of Service Delivery system	
16	Tools deployed. modeling, design, development, testing, project management, EMS	

# **SECTION – X**

## **Formats to Response to the Tender – Commercial Bid**

**10 Section X – Formats for Response to the Tender – Commercial Bid**

**10.1 Format 1 – Commercial Bid Letter**

To,

Secretary IT & CEO NseGS,,  
Directorate of Information Technology,  
Below New Secretariat,  
Thizama Road, Nagaland,  
Kohima – 797 001

Sir/ Madam,

**Subject: Appointment of an Data Centre Operator for Supply, Installation, Configuration, Operations and Maintenance of physical & IT components for Nagaland State Data Center**

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

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect of **Appointment of an Data Centre Operator for Supply, Installation, Configuration, Operations and Maintenance of Physical & IT Infrastructure Components for State Data Centre** do hereby propose to provide services as specified in the Tender documents number <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

**1. PRICE AND VALIDITY**

- All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for a period of 180 calendar days from the date of opening of the Tenders.
- We hereby confirm that our Tender prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.



## 2. UNIT RATES

We have indicated in the relevant schedules enclosed the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

## 3. EARNEST MONEY DEPOSIT (EMD)

We have enclosed an EMD in the form of a Demand Draft for a sum of Rs. 30,00,000/- (Rupees Thirty Lakhs only). This EMD is liable to be forfeited in accordance with the provisions of the Section VII - General Conditions of the Contract.

## 4. DEVIATIONS

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

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

## 5. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

## 6. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

## 7. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the Schedule of Requirements and Tender documents. These prices are indicated in Format 2 of this Section attached with our Tender as part of the Tender.

## 8. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in **Volume II, Section IV-Proforma** and as per **Volume I, Section VII - General Conditions of Contract**.

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

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

We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal.

Date:

Place

Business Address:

## 10.2 Format 2 – Breakdown of Cost Components

1. Bidder should provide all prices as per the prescribed format under this Annexure. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate “0” (Zero) in all such fields.
2. All the prices (even for taxes) are to be entered in Indian Rupees ONLY (%age values are not allowed)
3. It is mandatory to provide break-up of all Taxes, Duties and Levies wherever applicable and/or payable.
4. State Government reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
5. State Government shall take into account all Taxes, Duties & Levies for the purpose of Evaluation
6. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.
7. The Unit Rate as mentioned in the following formats shall be used for the purpose of ‘Change Order’ for respective items, if any. However, based on the market trends, State Government retains the right to negotiate this rate for future requirements.
8. For the purpose of evaluation of Commercial Bids the State Government shall make appropriate assumptions to arrive at a common bid price for all the Bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
9. Furthermore, any other item required for the overall integration and functioning of the NSDC shall be within the scope of the bidder.
10. The bidder shall also provide all required equipment which may not be specifically stated in the RFP but are required to meet the intent of ensuring completeness, maintainability and reliability of the total system covered under this NSDC project.
11. All the components / equipment / software / hardware quoted in Schedule A and B in Section 10.2.2, should include the cost of supply, installation, commissioning, documentation, testing, taxes, levies, etc.
12. The AMC in Schedule C5, C6 & C7 shall be for the entire components / items / infrastructure of NSDC supplied under the RFP / Contract, including Certification of NSDC for ISMS and ITSM

### 10.2.1 Summary of Cost Components Table

S. No	Item	Schedule	TOTAL PRICE (INR)
	Physical Infrastructure	A	=a11
	IT Infrastructure – Hardware	B1	=b11
	IT Infrastructure – Software	B2	=b21
	<b>Total CAPEX =Schedule (A+B1)</b>		
<b>OPEX</b>	Operational Support for Five Years	C	
	Service Tax	X	
	<b>Total OPEX = Schedule (C+X)</b>		
<b>TOTAL PROJECT COST (in INR)</b>			
<b>= CAPEX + OPEX</b>			
<b>= (a11 + b11 + b21) + OPEX</b>			
<b>TOTAL PROJECT COST in words::</b>		<b>Rupees</b>	

$$\text{CAPEX} = a11 + b11 + b21$$

For OPEX, please refer Schedule C

**Note:**

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

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

**10.2.2 Financial Details**

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

S.No	Description	Qty	Make & Model	Unit Rate (INR)	Total Amount (INR) (A)	Tax (B)	Total (INR) (A+B)
1.	Civil & Interior Work (Including Brick work, masonry work, painting, diesel storage tank, Partition, False floor, False ceiling, Water proofing, etc.	Lump Sum					
2.	Electrical Cabling (including electrical panel, earthing, NSDC internal electrical wiring, DB, Switchgears, UPS, DG Set, all NSDC Areas, Lighting & fixtures, etc.)	Lump Sum					
3.	DG Set	N+1Set					
4.	UPS for Server Room	1+1Set					
5.	UPS for NOC, BMS, Staging Area	3 nos.					
6.	Cabling	Lump Sum					
7.	Precision AC	N+1Set					
8.	Comfort AC	As required					
9.	Building Management System (BMS Solution)	1 nos.					



S.No	Description	Qty	Make & Model	Unit Rate (INR)	Total Amount (INR) (A)	Tax (B)	Total (INR) (A+B)
10.	GAS Suppression & Fire Detection System	Lump sum					
11.	Water leak detection	1 Set					
12.	HSSD Solution	1 Set					
13.	Access Control Solution	1 Set					
14.	CCTV Solution	1 Set					
15.	Public Address System	1 Set					
16.	42U Racks	10					
17.	LAN Passive Components including Data Cabling, etc.	Lump sum					
18.	Furniture	Lump sum					
19.	Hand held fire extinguishers	Lump sum					
20.	Fireproof enclosure for media storage	1nos.					
21.	Rodent Repellent System	1 set					
22.	Site Strengthening for Server Farm Area and UPS Room	Lump sum					
23.	SWAN SHQ & SDC cable laying /connectivity cost	Lump Sum					
24.	Any other component (Pls Specify)						

S.No	Description	Qty	Make & Model	Unit Rate (INR)	Total Amount (INR) (A)	Tax (B)	Total (INR) (A+B)
<b>Total (Physical Infrastructure Cost)</b>							=a11
<b>Amount in Words :: Rupees</b>							

P.S. the layout specified in the RFP is indicative so the bidders are advised to give technical proposal & commercial proposal as per their suggestions.

## 10.2.2.2 IT Infrastructure Cost Table – Hardware (Schedule B1)

S. No	Description	Qty	Make & Model	Unit Rate (INR)	Total Amount (INR) (A)	Tax (B)	Total (INR) (A+B)
	<b>Server / Desktop</b>						
1.	Database server (EM64T Type 1)	4 Nos.					
2.	Blade server	8 Nos.					
3.	Enterprise management solution including helpdesk module and necessary licenses with Hardware and software (complete solution )	1 Nos.					
4.	Management Server (Blade)	2Nos.					
5.	Back up server EM 64 T	1 Nos.					

S. No	Description	Qty	Make & Model	Unit Rate (INR)	Total Amount (INR) (A)	Tax (B)	Total (INR) (A+B)
6.	DNS/Directory Server /DHCP server Blade	2 Nos.					
7.	Staging Server EM 64 T (Type 2)	1 Nos.					
8.	Antivirus Server Blade	1 Nos.					
9.	Proxy Server Blade	Nos.1					
10.	SAN Box	1 Nos.					
11.	Tape Library	1 Nos.					
12.	Syslog server EM64 T Type 2	1 Nos.					
13.	Workstation	6 Nos.					
	<b>Networking</b>						
14.	Internet Router	2 nos.					
15.	Access Switch L2	4 nos.					

S. No	Description	Qty	Make & Model	Unit Rate (INR)	Total Amount (INR) (A)	Tax (B)	Total (INR) (A+B)
16.	Core Switch L3	2 nos.					
17.	External firewall	1 nos.					
18.	Server Load Balancer	2 nos.					
19.	IPS	2 nos.					
20.	HIPS (Client licences for all the Servers and Manager)	20					
21.	SAN Switch	2 nos.					
22.	Internal Firewall at DC	1 nos.					
23.	KVM switch	5 nos.					
24.	Any other component (Pls Specify)						
<b>Total (IT Infrastructure Cost)</b>							=b11
<b>Amount in Words :: Rupees</b>							



**10.2.2.3 Infrastructure Cost Table – Software (Schedule B2)**

S. No	Description	Qty	Make & Model	Unit Rate (INR)	Total Amount (INR) (A)	Tax (B)	G. Total (INR) (A+B)
1.	Windows Server Ent Edition (Latest Version)	15 nos.					
2.	Directory Services with 50 Users client licence	1 nos.					
3.	Red hat Ent.Linux Server (Latest version)	2 nos.					
4.	MS SQL Ent Edition (single processor) (quad core) licence ) on two EM 64 T server in active passive clustering (latest Edition)	2					
5.	Oracle DB Server (single processor) (single core) licence ) on two EM 64 T server in active passive clustering mode	2					
6.	Anti Virus software	1 nos.					

S. No	Description	Qty	Make & Model	Unit Rate (INR)	Total Amount (INR) (A)	Tax (B)	G. Total (INR) (A+B)
	(complete solution as per NSDC requirement with 20 client licence )						
7.	Syslog software complete solution for DC requirement	1 nos.					
8.	Proxy Software Enterprise Edition	1 Nos.					
9.	Backup Software	1 nos.					
10.	Any other Software (Pls Specify)						
<b>Total (IT Infrastructure Cost)</b>							=b21
<b>Amount in Words :: Rupees</b>							

**10.2.2.4 Operational Cost Table – Schedule C**

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

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

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

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

**10.2.2.5 Manpower Cost – Schedule C1**

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



<b>Total cost for First year in Rupees</b>	<b>=c11</b>
<b>Amount in Words (1<sup>st</sup> Year):: Rupees</b>	

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

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

P.S.

- a) At the Start of O&M phase, there would be around << To be added>> servers
- b) Thereafter, there would be addition of new servers (needs to be hosted / migrated / transferred to NSDC) & required infrastructure in an incremental fashion.
- c) Bidder has to suggest the suitable number of manpower resources to be deployed from the day one of the O&M phase.
- d) if there is a difference in the number of resources proposed by the bidder for respective years (i.e. 1st, 2nd, 3rd, 4th & 5th), then the break up of the same needs to be submitted as part of the commercial bid.

e) Last but not least, bidder has to ensure that the Service & Operational levels defined in the RFP are maintained for the entire project duration

10.2.2.6 Technical Fees for maintaining Nagaland SDC – Schedule C2

S.No.	Type of resource	Purpose	Unit Cost Per Year (incl all Expenses) P	No. of Units Proposed Q	Total Cost = P x Q
1.	Cost Components 1.. Pls Specify				
2.	Cost Components 2.. Pls Specify				
3.	.....				
4.	.....				
<b>Total cost for First year in Rupees</b>					<b>=c21</b>
<b>Amount in Words :: Rupees</b>					
<b>Total cost for Second year in Rupees</b>					<b>=c22</b>
<b>Amount in Words (2<sup>nd</sup> Year) :: Rupees</b>					
<b>Total cost for Third year in Rupees</b>					<b>=c23</b>
<b>Amount in Words (3<sup>rd</sup> Year):: Rupees</b>					
<b>Total cost for fourth year in Rupees</b>					<b>=c24</b>
<b>Amount in Words (4<sup>th</sup> Year):: Rupees</b>					
<b>Total cost for Fifth year in Rupees</b>					<b>=c25</b>
<b>Amount in Words (5<sup>th</sup> Year):: Rupees</b>					

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

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

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

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



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

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

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

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

**10.2.2.9 Support Cost for IT Software – Schedule C5**

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

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

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

**11 Annexure – 1 Consortium Criteria**

**Consortium Criteria**

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

1. The prime bidder cannot be a partner in more than one consortium.
2. In case of a consortium, applicant consortia shall have a valid Memorandum of Understanding (MoU)/ agreement (duly registered) among all the members signed by the Chief Executives/ Authorized Signatories of the companies dated prior to the submission of the bid. The MoU/ agreement shall clearly specify the stake of each member and outline the roles and responsibilities of each member. The MoU/agreement shall be exclusively for this project and shall be responsible in case of failure by any member.
3. If the bidder (All members of consortium) is a national bidder it should be registered under company's act 1956. Partnership and Proprietor firm are not allowed.
4. The bidder (Each member of the Consortium) shall have company registration certificate, registration under labour laws & contract act, valid sales tax registration certificate, valid Service tax registration certificate and Permanent Account Number (PAN) issued by income Tax department. (Copy of each registration should be provided).
5. Attested copy of the company's annual report has to be attached along with the bid. Bidder should submit an undertaking that Bidder (or any member of the consortium) is as a company/consortium and product quoted are not Black Listed by any Govt. dept. /agency in India.

**12 Annexure 2 Bidding document acknowledgement Performa**

Dated:.....

To

“Secretary IT & CEO NSeGS”  
Directorate of Information Technology,  
Below New Secretariat Complex, Thizama Road,  
Kohima, Nagaland – 797001

.....  
.....

Dear Sirs,

We hereby acknowledge receipt of a complete set of Bidding Documents consisting of Six 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 STATE GOVT is \_\_\_\_\_ at < > hrs. (IST) and opening at < > hrs. (IST) on the same day.

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

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

**TELEX NO:** .....

**FAX**

**NO:**

..... **TELEPHONE NO:** .....

**PERSONAL ATTENTION OF:** .....

(IF REQUIRED)

Yours faithfully,

**(BIDDER)**

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



**13 Annexure 4 Instructions for Furnishing Bank Guarantee**

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

**14 Annexure 5 Performance of Bank Guarantee towards Performance Security**

**PERFORMANCE GUARANTEE**

Ref. No. \_\_\_\_\_ Bank Guarantee No \_\_\_\_\_  
Dated \_\_\_\_\_

To,

“Secretary IT & CEO NSeGS”  
Directorate of Information Technology,  
Below New Secretariat Complex, Thizama Road,  
Kohima, Nagaland – 797001

\_\_\_\_\_  
\_\_\_\_\_

India

Dear Sirs,

1. In consideration of STATE GOVERNMENT., having its office at <<.....>>(hereinafter referred to as STATE GOVERNMENT.', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_(hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and State Govt. having agreed that the CONTRACTOR shall furnish to State Govt. a performance guarantee for Indian Rupees..... for the faithful performance of the entire CONTRACT.

2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_

(hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rupees (in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by State Govt. on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by State Govt. 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 State Govt. 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 State Govt .may have in relation to the CONTRACTOR's liabilities.

**4.** The Bank further agrees that STATE GOVT. 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 State Govt. 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 Govt. or any indulgence by State Govt. to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

**5.** The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of State Govt under or by virtue of this CONTRACT have been fully paid and its claim

satisfied or discharged or till State Govt. discharges this guarantee in writing, whichever is earlier.

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

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

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

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

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of State Govt.under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of State Govt. 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 of .....20\_\_ at .....

WITNESS NO. 1

-----

(Signature)

Full name and official  
address (in legible letters)

WITNESS NO. 2

-----

(Signature)

-----

(Signature)

Full name, designation and  
address (in legible letters)

with Bank stamp

Attorney as per power of

Attorney No.....

Full name and official address (in legible letters)      Dated.....



**15 Abbreviations**

<b>ATM</b>	Asynchronous Transfer Mode
<b>CCTV</b>	Closed Circuit Television
<b>CD</b>	Compact Disc
<b>Con</b>	Consultant
<b>CAPEX</b>	Capital expenditure
<b>CSC</b>	Common Service Centers
<b>DBA</b>	Database administrator
<b>DCO</b>	Data Center Operator
<b>DIT, GOI</b>	Department of Information Technology, Government of India
<b>DIT</b>	Department of Information Technology
<b>DMZ</b>	Demilitarized Zone
<b>GOT</b>	Government operation team (NIC/SDA/Open market)
<b>GIS</b>	Geographic Information System
<b>HA</b>	High Availability
<b>HSRP</b>	Hot Standby Routing Protocol
<b>ICMP</b>	Internet Control Message Protocol
<b>ICom</b>	SDC Implementing Committee (as per DIT, GoI guideline)
<b>IDS</b>	Intrusion detection system
<b>IPS</b>	Intrusion prevention system
<b>KVM</b>	Keyboard Video Mouse
<b>MPLS</b>	Multi Protocol Label Switching
<b>NSeGS</b>	Nagaland State eGovernance Society
<b>NeGP</b>	National eGovernance Plan
<b>NIC</b>	National Informatics Center
<b>NMS</b>	Network Monitoring System
<b>NSDC</b>	Nagaland State Data Center
<b>NOC</b>	Network Operations Center
<b>OFC</b>	Optical Fiber Communication
<b>OPEX</b>	Operational expenditure
<b>RAID</b>	Redundant array of independent disks
<b>RF</b>	Radio frequency
<b>ROI</b>	Return on Investment

<b>SAN</b>	Storage Area Network
<b>SDC</b>	State Data Centre
<b>SDA</b>	State Designated Agency
<b>SIA</b>	State Implementation Agency
<b>SLA</b>	Service Level Agreement
<b>SSH</b>	Secure Shell
<b>SWO</b>	SWAN Operator
<b>SSL</b>	Secure Socket Layer
<b>SWAN</b>	State Wide Area network
<b>TPA</b>	Third Party Agency
<b>TVSS</b>	Transient Voltage Surge Suppression
<b>UPS</b>	Uninterruptible Power Supply
<b>UD</b>	User Departments
<b>UTP</b>	Unshielded Twisted Pair
<b>VLAN</b>	Virtual Local Area Network
<b>VPN</b>	Virtual Private Network