Request for Proposal

For

Appointment of an Agency for Setting up and Maintenance Support of Cloud Enablement Infrastructure

In

State Data Centres

Draft Version

July 2012

<State Nodal Agency Address and Contact Details>

Draft RFP

Department of Electronics & Information Technology	SDC Cloud Enablement

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Draft RFP

Department of Electronics & Information Technology   **SDC Cloud Enablement**

Section - I

Executive Summary

Section I - Executive Summary

Under the National eGovernance Plan (NeGP), it is envisioned to "make all Government services accessible to the common man in his locality, through common service delivery outlets and ensure efficiency, transparency & reliability of such services at affordable costs to realize the basic needs of the common man".

In order to make this vision a reality, the Government of India (GoI) recognized the potential of Information and Communication Technology (ICT) for rapid and all round development in general and transforming governance in particular. Initially there were islands of ICT initiatives at the National, State, district, and even block level. The learning's by way of both the challenges and opportunities faced during the development and implementation of such initiatives contributed to refining the overall eGovernance strategy. One of the key learning's that emerged was an urgent need to develop the core and other supporting infrastructure for sustaining e- Governance initiatives across the country.

The National e-Governance Plan (NeGP) has identified multiple mission mode projects along with various e-Governance initiatives at the State level to provide increased number of services electronically. The State Data Centers are being implemented to provide common IT infrastructure to host these planned e-Governance initiatives / applications. State Data Centers are one of the three infrastructure pillars structured by the NeGP to facilitate web-enabled Anytime, Anywhere access. State Data Centers are conceptualized with the objective of providing a common enabling infrastructure to the States to cater to their e-governance applications hosting requirements of the entire state governments and its departments. State Data Centre has been identified as one of the core infrastructure components to consolidate services, applications and infrastructure to provide efficient electronic delivery of G2G, G2C and G2B services. It will enable various State departments to host their services/applications on a common infrastructure leading to ease of integration and efficient management, ensuring that computing resources and the support connectivity infrastructure (SWAN/NICNET) is adequately and optimally used.

The State Data Centres (SDC) being established in the States/ UTs shall provide better operations & management control; minimize overall cost of Data Management, IT Management and Deployment through use of common infrastructure, which broadly includes:

i. **Compute Infrastructure:** To cater to the needs of application hosting at the State, an initial compute infrastructure consisting of web, application and database servers with different flavors of OS & database software's has been provisioned in the SDC.

ii. **Storage Infrastructure:** Centralized storage with flexible and secure configuration shall be available in the SDC including backup facilities. The same shall be leveraged by different line departments for their data storage requirements in shared manner. Currently, the states have adequately provisioned for 5 years storage requirement.

iii. **Network and Security Infrastructure:** Core network infrastructure that is a requirement of every Data Centre has been provided for every SDCs and has been designed with sufficient capacity to meet the basic needs of the State Data Center.

Substantial progress has been made in the SDC project for which 31 DPRs have been approved and 28 RPFs have already been approved by DIT. 16 SDCs have been operationalised and it is expected that most of the SDCs shall be operational by end of 2012. SDCs have been equipped with infrastructure which will enable State /UT departments with seamless, highly reliable/robust, shared and secured infrastructure with scalable capacity.
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Till now, SDCs have been equipped with infrastructure which will enable State /UT departments with seamless, highly reliable/robust, shared and secured infrastructure with scalable capacity. However, for a project of this nature it is prudent to assess the need for integrating latest but matured technology advancements to make them future proof for optimal utilization, Better Management and Monitoring.

To address issues typically faced by different departments at the State, such as long IT infrastructure procurement cycles, underutilization of resources, need for dynamic Scalability, appropriate disaster recovery of applications and data and for simplifying IT infrastructure provisioning & availability to line departments to cloud based service delivery in accelerated manner, to start with, it would be required to leverage the benefits of Cloud enabled services in State Data Centre.

It is in this context, that the SDC components have been analyzed with respect to following areas:
 Cloud Enablement
- Server Virtualization
- Self Service provisioning
- Automation, Orchestration and Monitoring

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

Department of Electronics & Information Technology	SDC Cloud Enablement

Following are the important characteristics of a well managed cloud based service delivery model:

    i.   On-demand self-service
- Line Departments can unilaterally provision computing capabilities

    ii.   Broad network access
- Capabilities are available over the network
- Accessed through standard mechanisms

    iii.   Resource pooling
- Computing resources are pooled to serve multiple Line Departments
- Location independence

    iv.   Rapid elasticity
- Capabilities can be rapidly and elastically provisioned
- Create a cascading effect of improved efficiency in increasing the number of services to be offered by various departments due to on demand availability of infrastructure. Departments can concentrate on their core competencies of providing related services and rely on the SDAs to deliver the required infrastructure.

    v.   Measured service
- Resource usage can be monitored, controlled, and report
- Create an IT governance mechanism within States as they leverage common / shared Platforms to speed up the process of service delivery.

This document is a Request for Proposal (RFP) for Bidders to quote for the Supply, Installation, Configuration, Testing, Training and Support of components for Cloud Enablement in State Data Centres (SDC) for duration of the project < this will be in line with the SDC project duration at the State> (State to specify the end date of Operation and Maintenance of SDC by the DCO). The successful Bidder shall do the supply, installation, configuration, testing, Training and Support and do FAT as per the specifications and the minimum specified Scope of Work to be undertaken by the successful Bidder.

Section - II

Invitation to Bid

Section II - Invitation to Bid

The invitation to Bid is for "Supply, Installation, Configuration, Testing, Training and Support and Final Acceptance Test for the Components of the State Data Centres for Cloud Enablement" that are being procured through this RFP, for the duration of the project < this will be in line with the SDC project duration at the State> (State to specify the end date of Operation and maintenance of SDC by the DCO).

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

2.1 Issuer

State Nodal Agency would herein after refer as SIA invites proposals for "Supply, Installation, Configuration, and Support for the Components of the State Data Centres Cloud Enablement as per the scope of the Bid".

2.2 Issuer and Address for Bid Submission & Correspondence

State Nodal Officer

Address

< State>

E-Mail:

2.3 About The RFP Document

The Request for Proposal (RFP) document for SDC Cloud Enablement project consists of different sections:

- **Section I – Executive Summary**
- **Section II – Invitation to Bid**
- **Section III – Eligibility Criteria**
- **Section IV – Scope of Work**
- **Section V – Service Level Agreement**
- **Section VI - Functional Requirement Specifications**
- **Section VII - Bill of Quantity**
- **Section VIII – Instruction to the Bidder**
- **Section IX – General condition of Contract**
- **Section X – Format for Response to Tender – Pre Qualification Bid**
- **Section XI – Format for Response to Tender – Technical Bid**
- **Section XII – Format for Response to Tender – Commercial Bid**

- **Section XIII – Annexure**
  - Annexure I – Bidding document acknowledgement form
  - Annexure II – Performa of Bank Guarantee towards Performance Security
  - Annexure III- Performa for MAF
  - Annexure IV – Abbreviations

2.4 Key Events & Dates

Event	Target Date	Estimated Time
Notice Inviting Tender	xx.xx.2012	T1
EMD (Earnest Money Deposit)	Rupees Fifteen Lacs needs to be deposited	
Last date to send in requests for clarifications on the tender document	xx.xx.2012 till 04:00 P.M.	T1+3 Weeks=T2
Date and Time for Pre- Bid Conference	xx.xx.2012 at 11 A.M.	T2+2 Weeks=T3
Response to Pre-Bid Clarifications	xx.xx.2012	T3+1 Week=T4
Last date for submission of Bids	xx.xx.2012 till 04:00 P.M.	T4+2 Weeks=T5
Opening of Pre qualification Bids	xx.xx.2012 at 11:00 AM.	T5=T6
Opening of Technical Bids	xx.xx.2012 at 11:00 AM	T6+2 Weeks=T7
Presentation on technical Bid by short-listed Bidders	xx.xx.2012 to xx.xx.2012	T7+3 Weeks=T8
Opening of commercial Bids	xx.xx.2012	T8+1 Week=T9
Issue Of Letter of Intent	xx.xx.2012	T9+2 Weeks=T10

Note: This Tender Document is not transferable.

2.5 Procurement of RFP Document

The tender document can be downloaded from State website http://www.Statewebsite.gov.in Tender fee of Rs. 1000/- (non refundable) to be remitted through a Demand Draft, from any commercial Nationalized/ Scheduled bank, drawn in favour of Pay and Account Officer, State Nodal Agency, payable at < State>. The Bid will not be considered in the absence of the tender fee. The Demand

Draft should be enclosed in the EMD envelope along with the draft of Earnest Money Deposit (EMD).

2.6 Pre Bid Conference

The State shall organize a Pre Bid Conference on the scheduled date and time in the <mark>State Nodal Agency Address.</mark> **The State may incorporate any changes in the RFP based on acceptable suggestions received during the interactive Pre Bid Conference. The decision of the State regarding acceptability of any suggestion shall be final and shall not be called upon to question under any circumstances.** The prospective Bidders shall submit their questions in writing not later than Date and Time indicated under section 2.4 above. It may not be possible at the Pre Bid Conference to answer questions which are received late. However, prospective Bidders are free to raise their queries during the meeting and responses will be conveyed to all the prospective Bidders (by way of hosting amendments/ clarifications on the website i.e. at <mark>www.State.gov.in</mark> in accordance with the respective clauses of the RFP within 3 working days of completion of the Pre Bid Conference and no participant would be intimated individually about the response of the State. **The prospective participants have to inform the State on the mail id mentioned in Section 2.8 for attending the pre-Bid conference.**

2.7 Amendment of RFP Document

At any time till 7 days before the deadline for submission of Bids, the State may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding document by amendment. All the amendments made in the document would be published on the website <mark>< State Govt Website>.</mark> **The Bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates.** The State also reserves the right to amend the dates mentioned in clause 2.4 of this Bid document.

2.8 Venue and Deadline for submission of Proposal

Proposals for SDC Cloud Enablement must be received at the address specified below not later than dates specified in Section 2.4 of this volume.

State Nodal Officer

< State>

E-Mail:

Any proposal received by the State after the deadline for submission of proposals mentioned in Section 2.4 above will be rejected and returned unopened to the Bidder. DIT shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained after the expiry of the dates mentioned in Section 2.4.

Section - III

Eligibility Criteria

Section III – Eligibility Criteria

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

Table 1: Pre-Qualification Criteria

S. No.	Clause	Documents required
1.	The Bids should be submitted by only the prime Bidder; no consortium is allowed in this Bid	Declaration in this regard needs to be submitted
2.	The Bidder should have positive net worth of 50 crores as on 31st March 2011 viz; 2009-10, 2010-11 and 2011-12	A certified document by the Chartered Accountant stating the net worth and average annual turnover of the Bidder
3.	The Bidder's average annual turnover should be more than (INR)100 crores in each of the last three financial years viz; 2009-10, 2010-11 and 2011-12 Note: The turnover refers to the Bidder's firm and not the composite turnover of its subsidiaries/sister concerns etc.	Copy of audited profit and loss account/balance sheet/annual report of the last three financial years viz 2009-10, 2010-11 and 2011-12
4.	(a) The Bidder should be an established Information Technology company registered under the Companies Act, 1956 and in operation for at least 5 years as on 31.03.2011 and should have their registered offices in India. (b) The company must be registered with appropriate	(a) Valid documentary proof of: • Certificate of incorporation • Certificate of Commencement • Certificate consequent to change of name, if applicable (b) Valid documentary proof of: • Central Sales Tax/VAT number • Service Tax registration number

S. No.	Clause	Documents required
	authorities for all applicable statutory duties/taxes	• Income Tax registration/PAN number • Income Tax returns for the Financial years 2008-09, 2009-10 and 2010-11
5.	Bidder should have experience of supply, installation, commissioning and annual maintenance services for IT Infrastructure projects and should have been in the business for a period exceeding three years as on 31.03.2011	1. Work Orders confirming year and area of activity 2. Memorandum and Articles of Associations 3. Relevant legal documentation confirming the acquisition/merger, if any
6.	The Bidder must have ISO 9001:2000 certification for system integration or sale, design and development, testing and implementation of Data Center products and solutions	Valid Copy of the Certification stating the location and the scope of the certification
7.	a) The Bidder must have on its roll at least 100 Technically qualified professionals in system integration, Virtualization and prior experience in providing the Cloud Solution as on 31.12.2011	Certificate from Bidder's HR Department for the number of Technically qualified professionals employed by the company with their skill set
8.	The Bidder must have implemented/ commissioned at least one Cloud Implementation in Data Centre in India as on 31.12.2011 (Cloud Implementation for providing Cloud based services in their own Data Centre or on to the customer Data Centre shall be considered)	(a) Work Orders confirming year and area of activity (b) Valid Work Order and Certificate from the Client in case implementation/ commissioning in Client Data Centre OR (a) Declaration from the Company Secretary confirming the Cloud Implementation in their own Data Centre for providing

S. No.	Clause	Documents required
		services to the customers (b) Client certificate confirming the cloud services they are getting from the Bidders Data Centre
9.	The Bidder should furnish, as part of its Bid, an Earnest Money Deposit (EMD) of Rs. 15,00,000 (in words xxxxxx)	The EMD should be denominated in Indian Rupees
10.	The Bidder 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 Bidder
11.	The Bidder should submit valid letter from all the OEMs confirming the following: • Authorization for Bidder • Confirm that the products quoted are not "end of life or end of sale products" as on Bid Submission date. If in case the support for the product quoted has been stopped/ withdrawn till the time of delivery of equipment, the same will be changed with the superior product at no extra cost • Undertake that the support including spares, patches, upgrades for the quoted products shall be available for the period of the Project	Relevant documentary evidences like Authorization letters (MAF (Manufacturers association Form) from all Vendors whose products are being quoted by the Bidder need to be attached in the proposal)
12.	The Bidder shall provide an undertaking that they or their allied agencies/ Subsidiaries are not working as a Consultant in the States the Bidder is bidding for under this RFP	Declaration in this regard by the authorized signatory of the Bidder

S. No.	Clause	Documents required
	The Bidder shall provide an undertaking that they or their allied agencies/ Subsidiaries are not working as a TPA in the SDC in the States the Bidder is bidding for under this RFP	

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

Section - IV

Scope of Work

Section IV – Scope of Work

4.1 Scope of Work for SDC Cloud Enablement

State Data Centres have been equipped with infrastructure which will enable State /UT departments with seamless, highly reliable/robust, shared and secured infrastructure with scalable capacity. For better and optimal utilization of the compute infrastructure and utilizing the same infrastructure amongst multiple applications, adoption of Cloud technology components across all SDCs is required. This technology will also drive consolidation of IT resources resulting in power savings which will be a significant step towards adopting Green technologies.

To address issues typically faced by different departments at the State, such as long IT infrastructure procurement cycles, underutilization of resources, need for dynamic Scalability, appropriate disaster recovery of applications and data, and for simplifying IT infrastructure provisioning & availability to the line departments, cloud based service delivery is needed to be leveraged in the SDCs.

These Cloud solution requirements would include all the necessary components/ modules which are necessary to provide Infrastructure/ Platform as a service to various line departments within the State as a (Private Cloud) to start with and have the capability of moving gradually for Software-as-a-service.

After having analyzed the infrastructure presently provisioned in the SDCs and technology advancements required to make them Cloud enabled, following have been considered:
1. Cloud Enablement Infrastructure
    a. Server Virtualization Software with required security capabilities
    b. Cloud Enablement components
        i. Self Service provisioning
        ii. Automation & Orchestration
        iii. Capacity Management
        iv. Life Cycle Management
        v. Catalogue and directory Maintenance
        vi. Monitoring and Reporting

The following are steps for Cloud Implementation:

- Help foster a Private cloud based environment on limited set of servers to begin with while retaining traditional Data Centre hosting models. This will enable the State to get exposure/confidence in building various levels of services that can be broadly classified into following categories:
    a. Infrastructure as a Service (IaaS)

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b. Platform as a Service (PaaS)

c. Software as a Service (SaaS)

- The services can be initiated with basic Compute Services (CPU, RAM, Storage, OS, and database) to the departments on demand basis along with a test and development environment. Once states develop confidence/maturity in operating cloud enabled environment, gradual migration of existing infrastructure and applications can happen on cloud.

The solution should be capable of enabling automatic scale-up and scale-down of services hosted in the cloud based on user demand or other factors, should ease infrastructure management, should be agnostic to the underlying hardware, storage, network, operating system, and hypervisor and should support open format for virtual machine images. The solution needs to provide the ability for end customers to automatically provision the services via a Web Portal, provide metering and billing to provide service assurance for maintenance & operations activities performed by State teams. Detailed user level or user group level auditing, monitoring, metering, accounting, quota and show-back information is essential for building a platform. Detailed FRS is given in Section VI.

While the solution is focused primarily on Infrastructure-as-a-Service, other services that are complementary and/or deployed on top of the basic Infrastructure-as-a-Service (IaaS) services such as Platform-as-a-Service (PaaS) and Software-as-a-Service (SaaS) and would be based on the maturity of the State.

The State is looking for a solution approach and architecture based design principles from market leading cloud solution providers in providing a low-cost solution enabled through factors such as using commodity hardware and efficient operations to ensure a cost-effective, scalable, efficient e-Governance platform. The architecture needs to be scalable to meet future demand and provide sufficient levels of security and interoperability so that customers (internal and external) are comfortable having critical infrastructure hosted in a safe environment.

4.2 Supply, Installation, Testing & Commissioning, Training and Support for SDC Cloud Enablement Infrastructure

The minimum specified scope of work to be undertaken by the Selected SI for supply, installation, Commissioning, testing, Training, knowledge transfer and Support for SDC Cloud Enablement Infrastructure is mentioned below:

a) Finalize the deployment architecture/layout with the State Designated Agency/ State Implementation Agency

b) Procurement, supply, installation & commissioning of all the components & sub components including all necessary hardware & software as per the proposed solution. The Bidder has to ensure that the solution should work as desired and the Bidder is also responsible to supply and install any other

components that is inadvertently missed out but required for the overall solution to work

c) The Bidder shall be responsible for ensuring implementation of the proposed solution with existing infrastructure and solutions present in the SDC and optimal functioning of all the components post installation. This implementation should comply with all the functionalities stated in the Functional Requirement Specifications (FRS) and conform to the agreed deployment/implementation architecture. It should be noted that any customization / API development that is carried out by the Bidder for such implementation will have to be supported (error correction, patch management) for the same duration of support applicable for the overall solution. The Bidder should ensure that the Cloud solution should be able to permit utilization of the existing security device like, firewall, IPS such that entire functionality of these devices can be used to monitor security features and provide alerts, alarms, reports, proactive actions on virtual environment similar to those provided in physical environment. The Bidder is also responsible for the existing EMS solution to be able to monitor the performance of Virtual Machines similar to physical works as it is doing for the physical machine, for which the existing DCO will be extending the support. For any further queries, the Bidder can also post queries in the pre-Bid meeting. The components listed in Annexure 1.1 should work with the virtual machines as it was working with the existing infrastructure

d) The successful Bidder shall handover working solution to the State and, thereafter, provide all the necessary support for the project period to the State for operating the solution as per the uptime requirement of the SDC (i.e. 99.749%) The System designed by the Bidder should be in line with the existing SLAs in place

e) The State will appoint a representative from the DCO's team to be associated with the Selected Bidder team so that full hand holding of the entire solution should be done from the beginning, to ensure complete and smooth knowledge transfer

f) Comprehensive training during the transition phase shall be key to successful Operations and Maintenance; hence the Bidder is required to undertake robust training. The successful Bidder is free to propose the training plan. However at a minimum, the plan should include the following:

SDC Cloud Enablement Training Schedule	
S. No.	**Training Description**
A	**IT Training**
1.	Overview of Components Installed
2.	Server Virtualization
3.	Adherence and Compliance

	4.	Overview of Migration from stand-alone Applications to the Virtualized Environment
	5.	Overview of Cloud Management and Monitoring Modules
	6.	Services that can be leveraged through SDC Private Cloud
	7.	Service Provisioning Portal, Orchestration, Automation etc.
	8.	Customization of Service Catalogue and Directory to able to add more services
B		**SLA**
	1.	Overview of SLA Monitoring & Management
C		**Others**
	1.	Overview of Service Provisioning, security adherence etc.
	2.	Do's and Dont's
	3.	Any other points/topics (for e.g., Open Format, Interoperability, consolidation, virtualization etc.)

The above plan is only indicative; the final training plan shall be finalized between the SI and the State.

g) A training workshop needs to be arranged by the Bidder for hands-on training. This workshop shall be for 2 weeks and will be delivered by people certified in Cloud and Virtualization

h) 1 week training would be prior to the FAT and 1 week after the FAT

i) The State, prior to take over the O&M phase, shall undertake a detailed Acceptance Test process, which will include:

- Component wise Acceptance
- Overall Solution Acceptance

j) It is the mandate that cloud OEM representative will certify for satisfactory deployment of their components. Representatives from the OEM shall also be present during the Final Acceptance Tests

k) FAT completion would only be considered if at least one application (to be identified by the State) has been put on virtualized environment after testing all the capabilities.

< Application for FAT> to be put in Virtualized environment

<Application details need to be specified by the State>

l) Prior to deployment of the solution, the Bidder shall convey to the State all the requirements to be fulfilled by the State for ensuring smooth operations. The requirements may include:

i. Rack Space requirements in the available 'U' racks

ii.   Power requirements

iii.   Passive component requirements

iv.   Planned downtime requirements, if any

(The Bidder shall ensure that the planned downtime is during non-peak hours and on weekends, so that the downtime has minimum effect on the existing operations of SDC)

m) The successful Bidder shall ensure that the project documents are maintained as per ISO 9001-2008 requirements

n) During the support period of the Cloud solution, the successful Bidder shall comply with the SLAs provided under this RFP

o) All complaints shall be logged in the current Help Desk of the State Data Centre and the data shall be used to comply with the SLA compliance

p) The call and escalation that would be for the support period should be properly recorded in the existing helpdesk system of SDC

q) The Bidder shall ensure that the products quoted are not "end of life or end of sale products" as on Bid Submission date. If in case the support for the product quoted has been stopped/ withdrawn till the time of delivery of equipment, the same will be changed with the superior product at no extra cost. The support including spares, patches, upgrades for the quoted products shall be available for the entire period of the Project

r) The prices would be discovered in two parts:

- CAPEX (which shall include the Supply, Installation , Testing, Training and FAT)

- OPEX (This shall include the support and subscription cost for the period of the project) < this will be in line with the SDC project duration at the State > (State to specify the end date of Operation and Maintenance of SDC by the DCO)

(The payments to the Bidder would be based on the Payment Schedule as specified in this RFP)

Roles and Responsibilities

The roles of the stakeholders shall change over a period of time as the project will evolve from design to implementation and enter the operations phase. With this background, stakeholders' responsibilities and illustrative organizational structure for the design & implementation phase and operational phase is given below:

STATE / CT	State Implementation Agency /Composite Team
Cloud SI	System Integrator/ Bidder
DCO	Data Centre Operator
TPA	Third Party Auditor

A- Advise

C- Coordinate

I- Implement

The table below summarizes the Roles and Responsibilities of stakeholders involved in the project:

Table 2: Summary of Roles and Responsibilities of stakeholders

S. No.	Activity	Stakeholder			
		State / CT	**Cloud SI**	**DCO**	**TPA**
1	**Supply, Installation and Commissioning**				
1.1	Finalize Deployment Architecture with SIA	C	I		
1.2	Cloud SI to finalize requirements (Downtime requirements)	C	I	C	
1.3	Cloud SI to submit a plan for the following: • Project Implementation, • Training and Knowledge Transfer Plan • Downtime time etc.	C	I	C	
1.4	State to sign off on submitted Plans and give go-ahead to Cloud SI for Installation	I	C		
1.5	Supply, Installation and commissioning of IT Infrastructure components (HW and SW) (active and passive) such as Server Virtualization, Cloud Management and monitoring tools and other IT components required at the State Data Centre as specified in the Functional requirements, and / or suggested by the Cloud SI	C	I		
1.6	State to sign off on Deployment Architecture after taking compliance from Cloud SI for required uptime SLAs	I	C		
1.7	All equipments (HW, SW, Licenses) shall be verified as per the BoM submitted by the Cloud SI as part of the Bid	I	C		
1.8	State to specify one application to be put in virtualized environment	I	C	C	
2	**Testing**				

S. No.	Activity	Stakeholder			
		State / CT	**Cloud SI**	**DCO**	**TPA**
2.1	Acceptance Test Plan customization by Cloud SI and submission to State for approval (Focus to be on Performance, Resilience and Quality of solution)	I	I	C	
2.2	Provide SW, HW, and Licenses required for testing installed Cloud Solution		I		
3	**Final Acceptance Test**				
3.1	Cloud SI to demonstrate all the services / features / functionalities as mentioned in the FRS and defined in the Scope of Work and subsequently in the agreement, as part of the FAT	C	I	C	
3.2	State to verify the functionalities and sign-off on FAT completion	I	C	C	
4	**Training**				
4.1	State to identify the representatives from CT, DCO, User Department, SeMT and SIA	I			
4.2	Training to be provided by the Bidder's resources who are OEM certified to the officials of State, DCO, Composite Team and nominated members of the User Department for a batch of 15 people to be identified by the State covering Implementation, day to day operations & management and other aspects or as decided by the State Government. (As per the training plan approved by the State)	C	I	C	C
5	**Knowledge Transfer**				
5.1	Cloud SI to transfer all relevant knowledge to State for Cloud O&M, including handholding of SDC operations for 2 months after completion of FAT	C	I	C	
6	**Support**				
6.1	Support for all the components	C	I	C	

S. No.	Activity	Stakeholder			
		State / CT	Cloud SI	DCO	TPA
	(upgrades, updates, call, escalation, response time , resolution time)				
6.2	Maintaining the helpdesk for Cloud components		C	I	
6.3	Support during the Operations phase for any error correction or version Updations		I	C	
6.4	Provisioning of new VM deletion, Updations, P to V Conversion etc.	C		I	

Annexure for existing SDC Infrastructure – 1.1

S No.	Existing SDC Module	Make & Model (State to Fill)	Sub-Modules (State to Fill)
1.	EMS (Performance Monitoring) cal licenses		
2.	IPS/ IDS, Firewall		
3.	SAN Storage Management Software / Controller		
4.	Backup Solution		
5.	Antivirus , HIPS		
		Quantity/ Number (State to fill)	
6.	Racks (Available in Number)		
7.	Power per Rack available		
8.	SAN Switch Ports Available		
9.	L2 Switch Network Ports available		
10.	Structured cabling per Rack available		
11.	(State to fill any other infrastructure available)		

The Bidder is advised to prepare their integration and passive components requirement based on the table above. Any component which is required and is not specified in the BoM of this RFP should be specified in the table given in the Financial Bid as Other Components.

Section - V

Service Level Agreement

Section V – Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be expected from the Cloud Solution provider (hereinafter referred to as SI) towards the State during the implementation and its subsequent support for the project period, < this will be in line with the SDC project duration at the State> (State to specify the end date of Operation and Maintenance of SDC by the DCO).

5.1 Definitions

For the purpose of this SLA, the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:

1. "**Incident**" refers to any event / abnormalities in the functioning of the Cloud Enablement components in State Data Centre / specified services that may lead to disruption in normal operations of the Cloud based services

2. **"Support"** shall mean the 24x7 support which shall handle patch updates, upgrades Fault Reporting, Trouble Ticketing, and resolution of related enquiries during this contract. Interactive remote diagnostic support shall also be there, allowing technical support engineers to troubleshoot an incident securely through a browser-based remote control feature.

3. **"Response time"** is defined as the time between receipt of the incidence and a support start time for working on the incidence

4. "**Resolution Time**" shall mean the time taken (after the incident has been reported to the SI), in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second level or to respective Vendors, getting the confirmatory details about the same from the Vendor and conveying the same to the State), the services related troubles during the first level escalation. The resolution time shall vary based on the severity of the incident. The severity parameters have been defined below:

   The severity would be as follows:

   a. **Critical:** In case more than 1 of the physical servers are down (VMs on the physical server are not accessible and not working) which is attributable to the Cloud Solution implemented by the SI and an immediate workaround is not possible, it shall be considered as a Critical incident.

   b. **Medium**: In case an essential functionality of the Cloud solution becomes unavailable in the Live SDC environment which is not actually hampering the live services of the Cloud but may impact the services if not attended to immediately, it will be termed as a Medium incident.

5.2 Planned Downtime

Planned downtime shall mean any time when the Cloud based services from the State Data Centre are unavailable because of Urgent Maintenance activities and any other

scheduled maintenance or upgrade activities that may or may not be periodic. The planned downtime must be notified to the State at least **48 hours** in advance.

Urgent Maintenance activities are maintenance activities required by application or systems that cannot be postponed until the next available or convenient maintenance window, and may include but not limited to restarting applications, rebooting servers, applying patches or fixes, reconfiguring, reloading data etc.

5.3 Service Levels

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The SI shall ensure provisioning of all required services, while monitoring the performance of the same, to effectively comply with the performance levels mentioned below. The services provided by the SI shall be reviewed by the State, which will:

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

The SLAs have been logically segregated in the following categories:

1. **Implementation Service levels**
2. **Support Service Levels**
3. **Compliance and Reporting**

The targets shown in the following tables are mapped with the requirements specified for Cloud Enablement components for State Data Centre, as a part of support for the Cloud infrastructure; it is the responsibility of the SI to maintain the same SLAs with the OEM for their support and maintenance which can be extended to the State.

Implementation service levels

Table 3: Implementation Service Levels

S. No.	Service Category	Target	Penalty

1.	**Team Mobilization and Preparation of Project Plan, Kick-off meeting etc.**	One week from the date of release of Letter of Intent (LoI)	After 1 week of release of LoI if the Team is not deployed by the SI > Letter of Warning If Service Category is still not adhered to, for every subsequent week until the signing of Contract > Penalty of Rs. 50,000
2.	**Supply, Installation and Commissioning**	12 weeks from the date of signing of contract	Penalties will be applicable after 16 weeks, if the work is still not completed. (Work completion shall be considered on the date of submission of all documents, and submission of all applicable reports as mentioned in the Contract) A penalty of 2% per week for first two weeks, 4% per week for every subsequent week subject to a maximum of 20%. Penalty percentage as mentioned will be computed on the final value of contract between State and SI.

| 3. | **Training** | 2 weeks from the completion of Supply, Installation and Commissioning | Penalties will be applicable after 2 weeks from the completion of Supply, Installation and Commissioning. (Work completion shall be considered on the date of submission of all Training documents, completion of Training schedules, and submission of all applicable reports as mentioned in the Contract)

A penalty of 2% per week for first two weeks, 4% per week for every subsequent week subject to a maximum of 20%. Penalty percentage as mentioned will be computed on the final value of contract between State and SI. |
| 4. | **Final Acceptance Test (FAT)** | 2 weeks from the completion of Training | Penalties applicable after 2 weeks from the completion of Training. (Work completion shall be considered on the date of submission of all documents, and submission of all applicable reports as mentioned in the Contract)

A penalty of 2% per week for first two weeks, 4% per week for every subsequent week subject to a maximum of 20%. Penalty percentage as mentioned will be computed on the final value of contract between State and SI. |

System Integration Services include the following:

1. Feasibility Check
2. Team Mobilization for the commencement of the work

3. Before the initialization of the work a complete schedule will be provided by the Bidder to the State as the Project Plan

4. Weekly track report would be given to the State by end of every week for acknowledgement and review

5. Delivery of all the Equipments and Software on time which are part of Scope of Work

6. Installation & Commissioning of all the components

7. Installation report needs to be checked and passed by the State

8. All the documents, manuals & CDs need to be made available to the State

9. Licenses, Service Support documents will be checked and cleared by the State

10. Component-wise installation, commissioning & testing schedule should be made available to the State, by which periodic tracking of all the components can be done

11. Quality control document for installation and commissioning should be prepared by SI and verified by the State <before / after installation completion / kickoff>

12. Complete Load testing of all the equipments as per the equipment Data Sheet would be done by SI in presence of appointed concerned authority of the State

13. Final Acceptance Test (FAT) of the Cloud Enablement components as a whole which will also include running at least 1 application in the virtual environment at the SDC

14. Training schedule to be submitted two weeks prior to the start of Training and approved by the State after signing the contract

15. System Integration services will also include any scripting, adapters required for integration of the solution

16. Handover of the solution to the State, operating and maintaining it for a period of 2 months from the date of O&M start date as declared by the State

Support Service Levels

5.3.1   Support Activity

Table 4: Support Services for the SDC Cloud Enablement Components installed

Type of Incident	Response Time	Resolution Time	Penalty
Critical	**10 Minutes**	T = 1 hr	No Penalty
		T1 = T+2 hours	0.5% of the total QGR cost for every unresolved call
		T2 = T1+2	1% of the total QGR cost for every

			unresolved call
		> T2	2% of the total QGR cost for every unresolved call
Medium	**30 Minutes**	≤ 2 hours from time of response logged	No Penalty
		> 2 hours and ≤ 4 hours	0.5% of the total QGR cost for every unresolved call
		> 4 hours	1% of the total QGR cost for every unresolved call

Support Services include the following:

- Patch updates
- Call log maintenance
- SMS, Telephonic & Mail support should be provided to the State
- Escalation Matrix needs to be maintained by the helpdesk team
- Any call logs and its associated resolution should be stored in knowledge management database for future reference
- SI will be responsible for end-to-end handling of calls. It includes coordinating with different vendors, tracking each incident / call till resolution through tickets generation and information to callers through emails and phone, providing feedback to callers through email and phone
- Analyze the incident / call statistics and provide monthly reports including but not limited to:
  - a. Type of incidents / calls logged
  - b. Incidents / calls resolved
  - c. Incidents / calls open

Compliance and Reporting

Table 5: MIS Reporting

S. No.	Measurement	Definition	Target	Penalty
1.	Submission of MIS Reports	The SI shall submit the MIS reports as requested	Report for the	≤ 5 Days-No Penalty

		by the State, broadly classified below but not limited to: • IMAC (Install, Move, Add, Change) Report • Exception report indicating calls completed beyond SLA, with calculation of non- performance deduction. • Report on planned downtime • Performance Report The SI shall workout the formats for above reports and get these approved by the State within a month of being awarded the contract.	previous quarter shall be submitted to the State by the 5th day of beginning of next quarter	Between 6 – 10 days - 0.5%of QGR
				Between 11 – 20 days - 1% of QGR
				Between 21 – 30 days - 2% of QGR

5.3.2   Accuracy of grievance logging by SI

The objective is to measure the accuracy with which SI register State complaints. The complaints that have been captured incorrectly by the Call Center operators of the SI make it difficult to resolve the same. State would like to ensure that no more than 5% of complaints are incorrectly captured. The complaints that are marked with a wrong tag shall be used to calculate the percentage of incorrect complaints lodged by the SI (which would be termed as call not closed).

SLA Compliance Review Process
• The SI has to submit all the reports pertaining to SLA Review process within 2 weeks after the end of the quarter.
• All the reports must be made available to State, as and when the report is generated or as and when asked by the competent authority.
• In case the issue is still unresolved, the arbitration procedures described in the Terms & Conditions section will be applicable.
• SLA may be revised after every 1 year with mutually acceptable terms between SI and the State.

5.4 Penalties
• The total deduction should not exceed 20% of the total project cost as discovered through the tender

- Two consecutive quarterly deductions of more than 20% of the applicable fee on account of any reasons will be deemed to be an event of default and termination
- It is the right of the State to bring any external resource at any time for SLA review
- No Carry forward of any penalties of SLA calculations can be done from any of the preceding quarters

5.5 Annexure for existing SLA with the Data Centre Operator:

S. No.	Components	Parameter <State to Fill>	Uptime <State to Fill>
1	Server		
2	Network		
3	Storage		
4	Bandwidth		
5	Helpdesk		
6	Security		
7	….		
8	….		

Section - VI

Functional Requirement Specification

Section VI – Functional Requirement Specification

6.1 General Requirements

S. No.	Requirements
i.	The Solution should be capable of allowing applications to self-service compute, network and storage infrastructures automatically based on workload demand
ii.	The Solution should be capable of decoupling applications and application infrastructure configurations in portable containers called images
iii.	The Solution should be able to provide a secure global object store capable of storing variety of objects including files, images and videos or any arbitrary unstructured data
iv.	The Solution should be able to isolate and allow secure authenticated access to infrastructure services
v.	The Solution should be hybrid cloud ready for Disaster Recovery and Business Continuity using portable application containers programmable via APIs
vi.	The Solution should be capable of orchestrating compute and storage resource placements based on flexible policies to maximize hardware utilization
vii.	The Solution should be able to abstract compute, network, and storage resources for the application and user self-service regardless of hypervisor, server, network and storage hardware
viii.	The Solution should be capable of supporting multi-tenancy to run cloud services (compute, network, storage) for multiple consumers on a single platform while dynamically and automatically managing the isolation of virtual machines into secure pools. This functionality should be exposed via API
ix.	The Solution should support 3rd party cloud management solutions and have an API that allows for custom development
x.	The Solution should be able to provide workload migration, orchestration, interoperability between private and public clouds (like auto-scaling, cloud-bursting)
xi.	The Solution must support standards-based REST and SOAP interfaces
xii.	The Solutions should be deployable on a wide variety of open source and proprietary host Operating Systems
xiii.	The Solution should support open format

6.2 FRS for Cloud enablement

6.2.1	Server Virtualization Functional Capabilities	
1	**Hypervisor**	**Compliant/ Non-Compliant**
i.	The Virtualization software should be based on hypervisor technology which sits directly on top of Hardware (Bare Metal)	
ii.	The Solution should be able to run various operating systems like windows client, windows server, linux, solarisx86, novell netware and any other open source	
iii.	The Solution should have the capability for creating Virtual Machines templates to provision new servers	
iv.	The Solution should continuously monitor utilization across Virtual Machines and should intelligently allocate available resources among the Virtual Machines	
v.	The Virtualized Machines should be able to boot from iSCSI, FCoE and fiber channel SAN	
vi.	The Virtualized Infrastructure should be able to consume Storage across various protocols like DAS, NAS , SAN	
vii.	The Solution should allow for taking snapshots of the Virtual Machines to be able to revert back to an older state, if required	
viii.	The Solution should be able to dynamically allocate and balance computing capacity across collections of hardware resources of one physical box aggregated into one unified resource pool	
ix.	The Solution should cater for the fact that if one server fails all the resources running on that server shall be able to migrate to another set of virtual servers as available	
x.	The Solution should provide support for cluster services between Virtual Machines	
xi.	The Solution should provide patch management capabilities such that it should be able to update patches on its own hypervisor and update guest operating system through the existing EMS	
xii.	The Solution should provide the monitoring capabilities for storage, processor, network, memory so as to ensure that the most important Virtual Machines get adequate resources even in	

	the times of congestion	
xiii.	The Solution should support Live Migration of Virtual Machine from one host to another	
xiv.	The Solution should deliver above listed Hypervisor capabilities using standard server infrastructure from at least HP, DELL, IBM, Cisco and Oracle	
2	**Compute**	
i.	The Software should have the capability to create Virtual Machines with required number of vCPUs	
ii.	The Solution should allow Virtual Machines consume RAM dynamically in such a way that if some of the VMs in Physical machine are not utilizing the RAM, this RAM can be utilized by some other VM in the same physical machine which has a requirement	
iii.	The Solution should be able to use power saving features like, in case of off-peak hours, if not all servers are required to be powered on, the solution should shut down to save power	
3	**Storage**	
i.	The Solution should also integrate with FC,FCoE and iSCSI SAN and infrastructure from leading Vendors so as to leverage high performance shared storage to centralize Virtual Machine file storage for greater manageability, flexibility and availability	
ii.	The Solution should have the ability to thin provision disks to avoid allocating all storage space upfront	
iii.	The Solution should provide the capability to migrate the Virtual Machine files from one storage array to another storage	
iv.	The Solution should deliver above listed capabilities with HP, EMC, IBM, SUN, NetApp and Hitachi	
4	**Network**	
i.	The Solution should allow configuring each Virtual Machine with one or more virtual NICs. Each of those network interfaces can have its own IP address and even its own MAC address	
ii.	The Solution should allow for creating virtual switches that connect virtual machines	
iii.	The Solution should support configurations of 802.1 q VLANs	

	which are compatible with standard VLAN implementations from other vendors	
iv.	Solution should take advantage of NIC Teaming Capabilities	
v.	The Solution should deliver above listed all network capabilities with at least Cisco, Juniper and 3COM	
vi.	The Solution should have the capability for moving Virtual Machines from Primary site to the Secondary site.	

6.2.2	Security Capability in Cloud	
1	**Security Capabilities**	**Compliant/ Non-Compliant**
i.	The Solution should offer Automated and Approval based Upgrades for Virtual Machines delivering cloud infrastructure	
ii.	The Solution should able to extend existing malware protection solution in SDC for Virtual Machine	
iii.	The Solution should be able to provide existing Host Firewall protection for the virtual machine also	
iv.	The Solution must offer Identity, Authentication and Role based access to User Departments Infrastructure - Machines (Virtual or Physical), Application or Common Services	
v.	The Solution must offer Policy based administration by putting User Departments Machines (Virtual or Physical) in logical groups and apply relevant policies	
vi.	The Solution should have the ability to not just enforce policies but also track and report non-conformance to access	
vii.	The Solution should generate reports on non conformance and escalation for privileged access by unauthorized roles/ identities	
viii.	The Solution should support VLAN isolation by supporting multiple networks per resource pool	
ix.	The Solution should support encrypted communication between cloud framework and all target systems	
x.	The Solution should provide security on the hypervisor, as well as guest VMs. It should provide the ability to apply security to virtual machines and security policies that can follow the machines as they move in the cloud. It should provide policy control and security to support cloud service delivery	
xi.	The Solution must offer ability to move in both virtual and physical (P2V and V2P)network by the cloud Administrator	
xii.	The Solution must offer ability to utilize existing Intrusion detection System / Intrusion Protection system to seamlessly extend into Virtualization environment	

6.2.3	Service Provisioning Capabilities	
1	**Service Portal Capabilities**	**Compliant/ Non-Compliant**
i.	The Solution should provide a simple to use intuitive Web and experience for SDC Cloud Administrator and User Departments	
ii.	The Solution should have self-service capabilities to allow Users Departments to log service requests - in SDC The Solution should use cloud helpdesk for logging call and maintaining escalation and in addition provide e-mail /SMS alerts to existing helpdesk for maintaining record The Solution should be able to allow extension of the existing EMS Solutions available at the SDC to cover cloud environment (CA, HP, IBM) while permitting cloud EMS to function independently in monitoring Cloud environment required to manage cloud functionality	
iii.	The Solution should be able to offer choice of various Service offering on multiple hypervisors (such as XEN , Hyper-V, VMware) with an option to select multi operating systems such as Windows 2003, 2008, RHEL / SUSE Linux, etc., VLAN , Storage and quickly compute associated price for the same as well as shows the deduction for overall Tenant approved infrastructure Quota	
iv.	The Solution should offer Service catalog listing availability of Cloud infrastructure like Virtual Machines, Physical Machines, Applications , Common Services offered by State Private cloud	
v.	The Solution should provide comprehensive service catalog with capabilities for service design and lifecycle management, a web-based self-service portal for users to order and manage services	
vi.	The Solution should offer Registration, Signup , Forgot Password and other standard pages (Profile, Billing or Contact information)	
vii.	The Solution should enforce password policies (complex password, change password in some days etc)	
viii.	The Solution should be able to offer choice of various hardware	

	profiles, custom hardware profile, Selection of operating systems, VLAN, Storage
ix.	The Solution should automate provisioning of new and changes to existing infrastructure (Virtual, Physical, Application or Common Services) with approvals
x.	The Solution should allow creation of library hosting various Operating System, Databases that can be selected while creating new virtual servers
xi.	The Solution should track ownership and utilization of virtual machines, Physical machines, applications and common services
xii.	The Solution must provide the capability to support the following Service Request Types or reasons for contact: • **Provisioning** of Commuting Infrastructure - Virtual, Physical or Applications • **Repair** (New, Cancellation, Change, Status Update) for the above infrastructure • **Enquiry** (New, Cancellation, Change, Status Update) • **Customer Complaint** (New, Cancellation, Change, Status Update) • **Order** (Feasibility, Provide, Cease, Change, Amend, Cancel, Reconnect, Status Update)
xiii.	The Solution should allow for implementing workflows for provisioning, deployment, decommissioning all virtual and physical assets in the cloud datacenter
xiv.	The Solution should allow easy inventory tracking all the physical & virtual assets in the Private Cloud
xv.	The Solution should employ Role Level Access Control with the ability to central manage Roles and Identities in an LDAP based Identity Store
xvi.	The Solution should have the ability to manage Virtual Assets across the major multiple virtualization platforms (Microsoft, VMware, Zen)
xvii.	The Solution should be able to manage virtual and physical assets across multiple Private Clouds - implying that a specific Cloud should have the ability to get resources from other Clouds

xviii.	The Solution should allow the ability to identify non-compliant systems (both Virtual and Physical) in terms of Desired Configuration (e.g. Lack of a Firewall or a file system policy on a VM etc.) and automatically remediate the same wherever possible	
xix.	The Solution should have **Show-Back** (to check the usage patterns and reporting for the user department) and the same solution should have the capability to be updated into **Charge-Back** whenever this functionality is required by the SDC	
xx.	The Solution should offer usage report by tenant, by region, or by virtual machine reporting usage of memory consumption, CPU consumption, disk consumption, Network & Disk IO	
xxi.	The Solution should offer usage report by tenant, by region, or by Virtual Machine reporting usage of memory consumption, CPU consumption, disk consumption, Network & Disk IO	
xxii.	The Solution should have web based interface for administration	
xxiii.	The Solution should have the ability generate customize report as well as the native ability to export to common formats	
xxiv.	Whenever the Charge Back mechanism is enabled, the Solution must satisfy the following requirements: - The Solution should support different cost models like allocated or reserved cost per virtual machine. It should also allow tracking usage of resources - The Solution should allow mixing of different cost model/ policies - The Solution should have the ability to charge differently for different level of services - The Solution should support cost calculation of shared/ multi tanent application	
2	**User Department Requirement**	
i.	The User Departments should be able to view Department's infrastructure as Services e.g. : group his servers by- application LOB servers, All web servers, all Small servers etc	
ii.	The User Departments should be able to select between a managed infrastructure or an unmanaged infrastructure. (e.g. who	

	will manage the Patched Updations on virtual machines)	
iii.	The Solution should allow User Departments to delegate user services to others on their team	
iv.	The User Department should be able to allocate, monitor, report and upgrade allocated capacity	
v.	The Solution should give User Department capability to view logged, Queued , Assigned solved or Resolved queries	
vi.	The Solution should allow selecting various Operating System as well as option of Installing additional software's on the provisioned Virtual Machines to User Department while Requesting for provisioning of new virtual servers from Self service GUI	
vii.	The User Department should be able to report Department's allocated Quota, Used Quota and balance Quota of infrastructure capacity	
viii.	The User Department should be able to generate consumption reports for Department's cloud infrastructure (Virtual, Physical, Application or Common Services)	
3	**SDC Private Cloud Administrator Requirement**	
i.	Administrators should be able to automatically scale and/or manage resources unilaterally (as also termed in the NIST definition) for tenant services without manual intervention as and when required by the SLA requirements of the service	
ii.	The Cloud Automation framework should provide capability for Roll based Access for performing specific tasks	
iii.	Private Cloud Administrators should be able to easily configure, deploy, and manage services through a highly intuitive service-centric interface, while using a library of standard templates	
iv.	Private Cloud Administrators should be easily be able to take resources offline and online	
v.	Private Cloud Administrators/Application Owners should be able to create, manage, services using a web-based interface that presents a customized view of resources based on your role in the organization	
4	**Capacity Management**	

i.	The Solution should be able to determine how many more virtual machines can fit the environment	
ii.	The Solution should identify idle, underutilized capacity to provide inputs to the capacity management function such that informed decisions can be taken	
iii.	The Solution should support to identify and determine optimum sizing and placement of virtual machines	
iv.	The Solution should provide forecast reports demonstrating forecasted utilization	
v.	The Solution should support all of the following modeling scenarios: Physical to Virtual, Virtual to Virtual, Virtual to Physical, Virtual to SDC private Cloud, and Test to Production	
vi.	The Solution should provide a mechanism to automatically assess high volumes of workloads and determines optimal placement on virtual machines across the enterprise's shared resource pools	
vii.	The Solution should be able to extend existing tools functionality to virtual environment as well from leading vendors like CA, Microsoft, IBM and HP	

6.2.4	Automation, Orchestration and Monitoring	
1	**Process Automation**	**Compliant/ Non-Compliant**
i.	The Solution should demonstrate a way to comprehensively model cloud datacenter process end to end across multiple Vendors software and hardware thus enforcing Operational Best Practices and Procedures	
ii.	The Solution should be integrated to existing ITIL Service Support Areas functions including but not restricted to Event Management, Incident Management, Request fulfillment, Problem Management, Access Management	
iii.	The Solution should allow automating best practices, such as those found in Information Technology Infrastructure Library (ITIL) through workflow processes that coordinate management tools to automate incident response, change and compliance, and service-lifecycle management processes	
iv.	The Solution should have capabilities to create workflows to automate common admin challenges	
v.	The Solution should have the ability to develop highly customized workflows and easy user interface.	
vi.	The Solution should have web based interface	
2	**Integration Capabilities**	
i.	The Solution should be able to create processes across multiple vendors' software and hardware	
ii.	The Orchestration Solution should be open and interoperable and has rich integration capabilities that support interfaces from command line interface and web services	
iii.	The Solution should be capable of extending entire functionality to virtual environment utilizing existing components of SDC such as Enterprise Management System (EMS)	
iv.	The Solution should provide resource-level operations across compute resources (IBM, Cisco, HP, Dell, Oracle and/or other hardware), hypervisors (VMware, Xen, Hyper-V), storage resources (EMC, Netapp, IBM,HP,Oracle), and network resources (3Com, Cisco, Juniper). It should support provisioning for	

	multiple platforms including Windows, Linux, & ESX on x86 (32 and 64 bit)
v.	The Solution should be able to extend (through emails/hyperlink/SMS) the existing helpdesk of the SDC for Call Log and escalation maintenance
vi.	The Virtual Machine should be able to be monitored from the existing EMS solution available in SDC
vii.	The Solution should provide capability for orchestrating tasks across systems for consistent, documented, compliant activity
viii.	The Solution should possess capabilities to extent resource & cloud fabric management onto other Private Clouds
ix.	The Solution should be able to move identified workloads to another private cloud
x.	The Solution should be able to give back its capacity that can be used by other private cloud
xi.	The Solution should be able to audit and monitor execution of processes and report on violations against the same
xii.	The various participating HW & SW components in the Data Center process as modeled by the solution should be easily manageable by this Orchestration layer
xiii.	The Solution should provide a set of adapters that should be able to utilize existing infrastructure elements and IT service management tools to provide smooth, precise orchestration of automated processes
xiv.	The Solution should be able to accelerate adequate utilization of subsystems (not limited to but including) the backup solution, the service manager/helpdesk module, the operations modules, the virtual asset provisioning modules etc
3	**Monitoring Capabilities**
i.	The Solution should be able to monitor User Department Virtual Resources independent of the platform & solution/service they are running
ii.	The Solution should be able to monitor key performance characteristics of the virtual resource (OS, RDBMS, Memory, Storage, Network etc.)
iii.	The Solution should monitor all the critical operating system level

	services and should check for their status like running, not running, paused. In addition, deviations from a Desired Configuration should be detectable and reported	
iv.	The Solution should give User Department ability to select performance counters and duration for which they want to view the performance data	
v.	The Solution should have the mechanism to store the historical data for problem diagnosis, trend and analysis	
vi.	The Service level dashboard provided with the Solution should have a web based interface	
vii.	The Solution should be able to send the reports through e-mail to predefined user with pre-defined interval	
viii.	The Solution should be able provide hyperlink/e mail/SMS alerts to the existing helpdesk system for incidents in SDC	
ix.	The Solution should trigger automated actions based on incoming events / alerts	
x.	The Solution should provide a Knowledge base to store history of useful incident resolution	

6.3 Specification for Server

S. No.	Specifications	Compliance
i.	Minimum 64bit 2 x Quad core processor with 2.4GHz or above with 1066Mhz FSB / 2000 MT /s expandable to four physical processor with min 6MB L3 cache per processor	
ii.	64bit OS support: Virtualization Software / Microsoft® Windows Server 2003, Enterprise Edition / Red Hat® Enterprise Linux 5 & 4 AS / SUSE® Linux Enterprise Server 9 /Unix	
iii.	Memory (RAM): Min. 128 GB scalable to 512 GB	
iv.	Processor should be latest series/generation for the server model being quoted	
v.	RAID controller with RAID 0/1/5 with 256 MB cache	
vi.	HDD: 2 x 146 GB 2.5" 10 K RPM HDD or more	
vii.	Disk bays: Support for min 8 small form factor hot plug SAS / SCSI hard drives in disk drive carriers that slides out from front	
viii.	Atleast 2 x 10/100/1000 Mbps Ethernet ports or more	
ix.	2 x 4 Gbps Fiber Channel Ports	
x.	Ports Rear: Two USB ports (Ver 2.0); RJ-45 Ethernet; keyboard and mouse; two RJ-45 Ethernet; / no parallel port Front: One USB (Ver 2.0)	
xi.	Graphics controller: SVGA / PCI bus / ATI® ES 1000 / min 16MB SDRAM std/max / 1280x1024 at 16M colors	
xii.	Optical / diskette: 8X / 24X slim-line DVD ROM drive	
xiii.	Security: Power-on password / admin password / unattended boot / selectable boot / boot without keyboard	
xiv.	Cooling fans: minimum Four fans / multispeed / hot-swap and redundant fan failure signals to management module / fan in each power supply / CPU / memory	
xv.	Power supplies: Hot plug redundant AC power supply	
xvi.	It should provide Secure Sockets Layer (SSL) 128 bit encryption and Secure Shell (SSH) Version 2 and support VPN for secure access over internet.	

6.4 Specification for Application Switch (for connectivity with SAN Storage)

S. No.	Specifications	Compliance
i.	Rack Mountable	
ii.	Mountable in standard 42U rack	
iii.	Switch shall be modular / stackable to be able to accommodate more number of ports in future for scalability	
iv.	48 ports, 10/ 100/1000 Base auto-sensing with 4 Nos. SFP slots populated with 2 Nos. of SFP	
v.	At least one console port for CLI based configuration	
vi.	Switch fabric should have a non blocking architecture	
vii.	All ports should work at line rate performance	
viii.	IEEE 802.3ad support required	
ix.	Link Aggregation Control Protocol (LACP) to aggregate 4x1Gbps i.e. 4Gbps uplink to the Core LAN Switch	
x.	SSH v2,SNMP v1/v2c/v3, IGMP, RMON I, VLANs, GUI, Web based interface	
	Compatibility with network mgmt with auto discovery & management	
xi.	Manageability on per port basis	
xii.	Per-port broadcast, multicast, uni-cast storm control to prevent faulty end stations from degrading overall systems performance	
xiii.	802.1x support	
xiv.	RADIUS support	
xv.	MAC address based port level filtering support	
xvi.	Quality of Service: The switches should support the aggregate QoS model by enabling classification, policing/metering & marking functions on a per-port basis at ingress and queuing/scheduling function at egress	
xvii.	The switches should support QoS classification of incoming packets for QoS flows based on Layer 2, Layer 3, and Layer 4 fields	
xviii.	The switches should support identification of traffic based on Layer 3 ToS field – DSCP values	
xix.	Support for rate limiting with granularity of traffic flows	

xx.		
xxi.	TFTP & NTP support	
xxii.	Compliant to Standards such as IEEE 802.1x, 802.1w, 802.1s, 802.3x, 802.1D, 802.1p, 802.1Q, 802.3ad, 802.3u, 802.3ab, 802.3z	

Section - VII

Bill of Quantity

Section VII- Bill of Quantity

7.1 Bill of Quantity for SDC Enhancement

7.1.1 BoM for Cloud Enablement

S. No.	Components	Quantity
1.	Virtualization S/W (hypervisor) for Servers (2 Hypervisor for each Server)	8
2.	Cloud Management Layer/ Software for managing Initial Requirement of 4 physical servers with the functionality as defined in FRS. • Virtual Machine Management • Security Capabilities • Self Service Provisioning • Process Automation • Capacity Management • Orchestration • Monitoring • Etc	1
3.	Servers	4
4.	L2 Switch for connectivity to the SAN Storage	2
5.	Linux Enterprise Edition	8
6.	Windows 2010 Ent. Server Edition	8

Section - VIII

Instruction to Bidders

Section VIII: Instructions to the Bidders

8.1 Procedure for Submission of Bids

8.1.1 Tender Processing Fees and Download of Tender Document

The tender document can be downloaded from DIT website http://www.Statewebsite.gov.in Tender fee of Rs. 10000/- (non refundable) to be remitted through a demand draft, from any commercial nationalized/ scheduled bank, drawn in favour of Pay and Account Officer, DIT, payable at < State>. The Bid will not be considered in the absence of the tender fee. The tender fee demand draft should be enclosed along with the Prequalification.

8.1.2 Modes of Submission

a) It is proposed to have a Three Cover for this tender:

> Pre-Qualification Bid – (2 copies) in one cover
> Technical Bid - (2 copies) in one cover
> Commercial Bid - (2 copies) in one cover

b) Pre-Qualification Bid, Technical Bid and Commercial Bid of the Tender should be covered in separate sealed covers super-scribing "Pre- Qualification Bid", "Technical Bid", "Commercial Bid". Each Bid should also be marked as "Original" and "Copy". Please Note that Prices should not be indicated in the Pre-Qualification Bid and Technical Bid but should only be indicated in the Commercial Bid. And if price will be indicated in the Pre-Qualification Bid or Technical Bid, that Bid is liable to be rejected.

c) The three envelopes containing Pre-qualification Bid, Technical Bid and Commercial Bid should be put in another single sealed envelope clearly marked "Appointment of an Agency for Supply, Installation, Configuration and annual maintenance Support for Cloud Enablement components for State Data Centre." These envelopes are to be superscripted with Tender Number and the wordings "DO NOT OPEN BEFORE xx:xx hours on xx.xx.2012"

d) The cover thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the Bidder to enable the Bid to be returned unopened in case it is declared "Late".

e) Each copy of the tender should be a complete document and should be bound as a volume. The document should be page numbered and appropriately flagged and must contain the list of contents with page numbers. Different copies must be bound separately. Any deficiency in the documentation may result in the rejection of the Bid.

f) As part of the Bid, Bidder should also provide the Pre-Qualification Bid and Technical Bid in Soft Copy (PDF Format), in the form of a non rewriteable CD (Compact Disc) as follows:

i. Two (2) copies of CD each containing the Pre-Qualification Bid and Technical Bid - The CDs containing Bids should be sealed along with the hard copies of the respective Bids

ii. All CDs submitted by the Bidder must be in sealed covers. The sealed covers as well as the CD media must be duly signed by the Bidder using a "Permanent Pen/Marker", should be super-scribed with "Technical Bid- Soft Copy (PDF Format) / Pre-Qualification Bid -Soft Copy (PDF Format)" (as the case may be) and should bear the name of the Bidder

iii. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper Bid document. In case of any discrepancy observed by DIT in the contents of the CDs and original paper Bid documents, the information furnished on original paper Bid document will prevail over the soft copy

iv. Bidder must ensure that Pre-Qualification and Technical Bid CDs do not contain any Commercial items / prices

g) Telex/Telegraphic/Tele-fax Bids will not be considered. All out-station Bids, if sent by post, should be sent under registered cover

h) If the outer envelope is not sealed and marked as indicated above, DIT will assume no responsibility for the Bid's misplacement or premature opening

8.2 Authentication of Bid

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

8.3 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 initialed by the person or persons signing the Bid.

8.4 Cost of Bidding

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

8.5 Clarification on Tender Document

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

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

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

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

8.6 Language of Bids

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

8.7 Documents Comprising the Bids

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

- **Pre Qualification Bid**

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

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

- **Technical Bid**

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

- Section XI – Format 1: Technical Bid Letter
- Section XI – Format 2: Technical Solution
- Section XI – Format 3: Schedules for Technical Evaluation Criteria
- Section XI – Format 4: Specifications of the Components
- Section XI – Format 5: No Deviations from the Tender Terms & Conditions
- Section XI – Format 6: Project Experience

- **Financial Bid**

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

- Section XII – Format 1: Commercial Bid Letter
- Section XII – Format 2: Summary of Cost Components
- Section XII – Format 3: Breakdown of Cost Components

8.8 Bid Prices

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

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

8.9 Firm Prices

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

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

    Section XII – Format 3: Breakdown of Cost Components

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

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

8.10   Bid Currencies

Prices shall be quoted in Indian Rupees (INR).

8.11 Bid Security (Earnest Money Deposit)

The Bidder shall furnish, as part of its Bid, a Bid security in the form of Demand Draft / Bank Guarantee issued by any Nationalized / Scheduled Bank located in India, of Rupees 15,00,000/- (Rupees Twenty five Lakh only) pledged in favour of Pay and Account Officer, < >, payable at < State>.

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

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

1. If a Bidder withdraws the Bid or increases the quoted prices during the period of Bid validity, or its extended period, without the explicit consent of the department, if any; or

2. In the case of a successful Bidder, if s/he fails within the specified time limit to:

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

8.12 Bid Validity Period

Period of Validity of Bids

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

components quoted in the Financial Bid by the Bidder shall remain valid for the project period

Extension of Period of Validity

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

8.13 Withdrawal of Bids

Written Notice

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

Signing and Marking of Notice

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

8.14 Opening of Bids

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

8.15 Evaluation of Pre Qualification and Technical Bid

The evaluation process of the Tender, proposed to be adopted by State is indicated under the clauses 8.16, 8.17. 8.18 and 8.19. The purpose of these clauses is only to provide the Bidders an idea of the evaluation process that State may adopt. However, State reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever and without any requirement of intimating the Bidders of any such change.

8.16 Evaluation of Pre Qualification Bid

- Bidders need to fulfill all the pre-qualification conditions mentioned in Pre-Qualification Criteria of the RFP. State will examine the Bids to determine whether they are complete, whether the Bid format confirms to the Tender requirements, whether any computational errors have been made, whether required EMD has been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

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

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

- The State may at any point of time as clarifications from the Bidders for getting more clarity of the proposal received. The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted.

8.17 Evaluation of Technical Bid

- After qualifying the Pre-qualification criteria, Technical Bid document will be evaluated as per the requirements specified in the RFP.

- The State may request the Bidders to make a presentation on their proposal to an Evaluation Committee to be constituted for the purpose.

- **All the Bidders who score a Technical Score of (70%) or more will be declared as technically qualified.** The commercial Bids of only the technically qualified Bidders will be opened for further processing. It is, however, clarified that, subject to other provisions of this Document, every Bidder will have to comply the minimum technical specifications laid down in the RFP for being qualified technically.

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

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

Bids Not Considered For Evaluation

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

8.18 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.

- DT will review the technical Bids of the short-listed Bidders to determine whether the technical Bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified.

- The commercial Bids for the technically qualified Bidders will then be opened and reviewed to determine whether the commercial Bids are substantially responsive.

- Conditional Bids are liable to be rejected.

8.19 Evaluation of Financial Bids

The commercial Bids would be evaluated based on the overall price (CAPEX + OPEX) quoted, the evaluation would be based on L1 criteria. The Bidder who quotes the lowest price shall be considered as L1.

It is also important to note that the CAPEX and OPEX ratio should be strictly maintained as 60:40.

8.20 Rectification of Errors

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

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

- If there is a discrepancy between words and figures, the amount in words shall prevail.

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

8.21 Contacting the State Implementation Agency

Contact by Writing

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

Rejection of Bid

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

8.22 Notification of Award

Notification to Bidder

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

Signing of Contract

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

Discharge of Bid Security

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

8.23 Failure to Abide by the Agreement

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

8.24 Bank Guarantee for Contract Performance

- Within 14 days of the receipt of notification of award from State, the successful Bidder shall furnish the performance security in accordance with the Terms & Conditions of Contract.

- Failure of the successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. In case of exigency, if State gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by the successful Bidder.

8.25 Rejection Criteria

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

Pre Qualification Rejection Criteria

- Bids submitted without or with improper EMD.

- Bids which do not conform to unconditional validity of the Bid as prescribed in the Tender.

- Pre-Qualification Bid containing commercial details.

- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.

- Any effort on the part of a Bidder to influence the Bid evaluation, Bid comparison or contract award decisions.

- Bids received by DIT after the last date prescribed for receipt of Bids.

- Bids without signature of person (s) duly authorized on required pages of the Bid

- Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

- Failure to furnish proofs for information provided

Technical Rejection Criteria

- Technical Bid containing commercial details.

- Revelation of Prices in any form or by any reason before opening the Commercial Bid.

- Failure to furnish all information required by the RFP Document or submission of a Bid not substantially responsive to the Tender Document in every respect.

- Failure to furnish proofs for information provided

- Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.

- Bidders not complying with the Technical and General Terms and conditions as stated in the RFP Documents.

- The Bidder not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.

- If the Bid does not confirm to the timelines indicated in the Bid.

Commercial Rejection Criteria

- Incomplete Price Bid

- Price Bids that do not conform to the Tender's price Bid format.

- Price Bid that does not confirm the ratio of CAPEX:OPEX (60:40) as specified in the RFP.

- Total price quoted by the Bidder does not include all statutory taxes and levies applicable.

- Only lowest three quoted prices for each component shall be considered, other quote may be liable to be rejected.

8.26 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. State will not take any responsibility towards this. However, State may provide necessary assistance, wherever possible, in this regard.

8.27 Income Tax Liability

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

Section - IX

General Conditions of Contract

Section IX – General Condition of Contract

9.1 Definitions

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

- "**Bidder**" shall mean an Individual Company registered under the Companies Act 1956 or as defined in this document that participates in the Bidding process

- "**State**" shall mean State Government, India and shall include its legal representatives, successors and permitted assignees

- "**State's Representative**" shall mean the person appointed by the state from time to time to act on its behalf at the site for overall coordination, supervision and project management at site

- "**Business Day**" means any day that is not a Sunday or a public holiday (as per the official holidays observed by the State

- The **"Successful Bidder / System Implementer (SI) / Implementation Agency"** means the company with whom the order has been placed for providing Services as specified in this tender/contract and shall be deemed to include the Implementation Agency's successors, representatives (approved by the State), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract

- **"SI / Implementation Agency's Representative"** means the person or the persons appointed by the SI from time to time to act on its behalf for overall co-ordination, supervision and project management. This definition shall also include any and/or all of the employees of Bidder, their authorized agents and representatives and other personnel employed or engaged either directly or indirectly by the SI for the purposes of the Contract

- **"Contract"** means the Agreement entered into between the State and the "Implementation Agency/SI" as recorded in the Contract form signed by the State and the "Implementation Agency/SI" including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the Bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time

- **"Commissioning of Cloud Enablement components"** means the Supply, Installation, Testing, Training, Configuration and Final Acceptance of Cloud Enablement components and its integration with the existing infrastructure of the State Data Centre

- **"Confidential Information"** means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information with regard to any taxpayer, or any other person who is covered within the ambit of any commercial taxes legislation including any such

information that may come to the knowledge of the Parties hereto / Bidder's Team by virtue of this Contract that:

- o By its nature or by the circumstances in which it is disclosed is confidential; or
- o Is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract

- **"Document"** means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer generated micro fiche

- **"Effective Date"** means the date on which the Contract is signed and executed by the parties hereto. If the Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date

- **"Intellectual Property Rights"** means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights

- **"Kick Off Meeting"** means a meeting convened by the State to discuss and finalize the work execution plan and procedures with Implementation Agency

- **"Parties"** means the State and the SI and **"Party"** means either of the Parties

- "**Service**" means facilities/services to be provided as per the requirements specified in this tender document and any other incidental services, such as installation, implementation, support and provision of technical assistance and other such obligations of the SI covered under the Contract

- **"The Contract Price/Value**" means the price payable to the SI under the Contract for the full and proper performance of its contractual obligations

9.2 Interpretation

In this Contract, unless a contrary intention is evident:

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

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

- 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;

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

- A word importing a gender includes any other gender;

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

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

- 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.

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

9.3 Representations & Warranties

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

- That the SI has the requisite experience in supply, installation, configuration, training and testing and Final Acceptance Test of the Cloud Enablement components, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully provide the services sought by State for the purposes of this Contract.

- That the SI is not involved in any major litigation or legal proceedings, pending, existing and potential or threatened that may have an impact of affecting or compromising the performance or delivery of services under this Contract.

- That the representations and warranties made by the SI in the Bid or will be made in this contract are and shall continue to remain true and fulfill all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the Tender and unless the State specifies to the contrary, the SI shall be bound by all the terms of the Bid and the contract through the term of the contract.

- That the SI has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to fulfill the scope of work stipulated in the Tender and this Contract.

- 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.

- That the SI shall use such assets of State as the State may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The SI shall however have no claim to any right, title, lien or other interest in any such property and any possession of property for any duration whatsoever shall not create any right in equity or otherwise merely by fact of such use or possession during or after the term hereof.

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- That the SI shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the State indemnified in relation thereto.

- 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.

- That neither the execution and delivery by the SI of the Contract nor the Implementation Agency's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental Authority binding on the Implementation Agency, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any Contract, Contract or instrument to which the SI is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Implementation Agency.

- That the SI certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the SI which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.

- That the SI owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all its Intellectual Property Rights, which are required or desirable for performance of its services under this contract and regarding the same the SI does not, so far as the SI is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the SI is aware, none of the Intellectual Property Rights, owned or enjoyed by the SI or which the SI is licensed to use, which are material in the context of Implementation Agency's business and operations for the performance of this contract are being infringed nor, so far as the SI is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the SI by any person. All Intellectual Property Rights (owned by the SI or which the SI is licensed to use) required by the SI for the performance of the contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the SI indemnified in relation thereto.

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

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

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

9.4 Scope of Work / Contract

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

9.5 Duration of the Contract

The Contract shall remain valid for a period of the project <State to Fill> from the date of Final acceptance of the Cloud Enablement components by the State.

9.6 Contract Performance Guarantee

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

9.7 Implementation Agency's Obligations

- The SI would be required to supply, install, configure and test the Cloud Enablement components and their integration with the existing infrastructure of the State Data Centre. It will be the SI's responsibility to ensure compliance to the requirements of the Cloud Enablement components and continued support of the Cloud Enablement component in accordance with and in strict adherence to the terms of this SLA, Scope of work, Functional Requirement Specification (FRS) and the Terms and Conditions of this Contract

- In addition to the aforementioned, the SI shall:

  o Perform the services specified by the State 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

  o The SI shall ensure that the Implementation Agency's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The SI shall ensure that the Services are performed through the efforts of the Implementation Agency's Team, in accordance with the terms hereof and to the satisfaction of the STATE. Nothing in this Contract relieves the SI from its liabilities or obligations under this Contract to provide the Services in accordance with the STATE directions and requirements and as Stated in this

Contract and the Bid to the extent accepted by the STATE and the SI shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team

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

Reporting Progress:

- SI shall monitor progress of all the activities specified in the contract and submit free of cost monthly progress report about various aspect of the work to the STATE. The STATE on mutual agreement between both parties may change the periodicity of such reports. Extracts of the progress report to be termed, as "Executive Summary" shall be submitted in 3 copies, along with 3 copies of monthly progress report. The same is required to be submitted in soft copy as well. Formats for such reporting shall be discussed at the Kick-Off meeting.

- The SI shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time. The SI shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the STATE or STATE's Representative that the actual progress of work does not conform to the approved programme the SI shall produce at the request of the STATE'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

9.8 Implementation Agency's Team

- The SI shall supply to the State, 5 (five) days prior to the effective date of commencement of works/services or kick-off meeting whichever is earlier, an organization chart showing the proposed organization/manpower to be established

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

- The SI shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs/charges in connection thereof

- The SI shall provide and deploy manpower on the site for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage/supervise the work in a proper and timely manner

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

- The State's Representative may at any time request the SI to remove from the work / Site the Implementation Agency's supervisor or any other authorized representative including any employee of the SI or any person(s) deployed by SI for professional incompetence or negligence or for being deployed for work for which he is not suited. The SI shall consider the representative's request and may accede to or disregard it. The State's Representative having made a request as aforesaid in the case of any person which the SI has disregarded, may in the case of the same person at any time but on a different occasion and for a different instance of one of the reasons referred to above in this Clause object to and require the SI to remove that person from deployment on the work which the SI shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the State's Representative

- The State's Representative shall state to the SI in writing his reasons for any request or requirement pursuant to this clause

- The SI shall maintain backup personnel and shall promptly provide replacement of every person removed pursuant to this section with an equally competent substitute from the pool of backup personnel

- In case of change in its team composition owing to attrition the SI shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handover/takeover of documents and other relevant materials between the outgoing and the new member. The exiting team member should be replaced with an equally competent substitute from the pool of backup personnel

9.9 Statutory Requirements

- During the tenure of this Contract nothing shall be done by the SI in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep State indemnified in this regard

- The SI and their personnel/representative shall not alter / change / replace any hardware component proprietary to the State and/or under warranty or AMC of third party without prior consent of the State

- The SI and their personnel/representative shall not, without consent of the State, install any hardware or software not purchased / owned by the State

9.10 Contract Administration

- Either party may appoint any individual / organization as their authorized representative through a written notice to the other party. Each representative shall have the authority to:

  o 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

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

- The SI shall be bound by all undertakings and representations made by the authorized representative of the SI and any covenants stipulated hereunder with respect to this Contract for and on their behalf

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

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

9.11 Right of Monitoring, Inspection and Periodic Audit

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

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

9.12 State's Obligations

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

- State shall ensure that timely approval is provided to the SI, where deemed necessary, which should include physical data centre diagram/plans and all specifications related to equipment/material required to be provided as part of the Scope of Work

- The State shall approve all such documents as per the above Clause

9.13 Information Security

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

- The SI shall adhere to the Information Security policy developed by the State

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

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

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

9.14 Ownership of Equipment

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

9.15 Risk Management

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

9.16 Indemnity

- The SI shall execute and furnish to the State a Deed of Indemnity in favour of the State in a form and manner acceptable to the State, indemnifying the State from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

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

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

9.17 Confidentiality

- The SI shall not use any Information, name or the logo of the State except for the purposes of providing the Service as specified under this contract;

- The SI may only disclose Information with the prior written consent of the State to a member of the SI's Team ("Authorized Person") if the Authorized Person is obliged to use it only for the performance of obligations under this contract

- The SI shall do everything reasonably possible to preserve the confidentiality of the Information including execution of a confidentiality agreement to the satisfaction of the State

- The SI shall sign a Non Disclosure Agreement (NDA) with the State. The Implementation Agency, its antecedents shall be bound by the NDA. The SI will be held responsible for any breach of the NDA by its antecedents or delegates

- The SI shall notify the State promptly if it is aware of any disclosure of the Information otherwise than as permitted by this Contract or with the authority of the State

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

- The SI shall not take away or remove in whatever manner any information on any media like but not limited to Floppy, Digital Drives, CDs. DVDs, email etc from SDC without the specific written permission of State. SI, if required, shall take specific permission for each such event

- The SI shall not use any information which might have come to its knowledge in whatever manner during the discharge of its obligation under the contract for any purpose except strictly for discharging his obligation under the contract and no more

9.18 Term and Extension of the Contract

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

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

9.19 Prices

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

9.20 Change Orders/Alteration/Variation

The SI agrees that the Data Centre Cloud Enablement requirements given in Functional Requirement Specifications (FRS) of this RFP are minimum requirements and are in no way exhaustive and guaranteed by the State. It shall be the responsibility

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

Change Order

- The change order will be initiated only in case-

  (i) the State directs in writing the SI to include any addition to the Scope of Work covered under this Contract or delete any part of the scope of the work under the Contract

  (ii) SI requests to delete any part of the work which will not adversely affect the operational capabilities of the facilities and if the deletions proposed are agreed to by the State and for which cost and time benefits shall be passed on to the State

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

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

Procedures for Change Order

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

- In case such requirement arises from the side of the SI, he would also verbally discuss the matter with State's Representative giving reasons thereof

- In either of the two cases as explained in the above two Clauses, the representatives of both the parties will discuss on the new requirement for better understanding and to mutually decide whether such requirement constitutes a change order or not

- If it is mutually agreed that such Requirement constitutes a "Change Order" then a joint memorandum will be prepared and signed by the SI and State to confirm a "Change Order" and basic ideas of necessary agreed arrangement

- Upon completion of the study referred to above Clause, the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to the State to enable the State to give a final decision whether SI should proceed with the change order or not in the best interest of the works. The estimated cost and time impact indicated by SI shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order. The time impact applicable to the Contract shall be mutually agreed, subsequently, on the basis of the detailed calculations supported with all relevant back up documents. In case SI fails to submit all necessary substantiation/calculations and back up documents, the decision of the State regarding time and cost impact shall be final and binding on the SI

- If STATE accepts the implementation of the change order under Clause mentioned above in writing, which would be considered as change order then SI shall commence to proceed with the relevant work stipulated in the change order pending final agreement between the parties with regard to adjustment of the Contract Price and the Construction Schedule

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

9.21 Suspension of Work

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

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

9.22 Completion of Contract

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

9.23 Payment Schedule

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

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

a. CAPEX Payment Schedule

S. No	Payment Schedule	Fee Payable	Remarks
1.	Mobilization advance	10% of Project Cost (CAPEX)	On submission of bank Guarantee and On signing of Contract/ on mobilization of the implementation team by the successful Bidder.
2.	Delivery of all the Components (Hardware's + Software's)	10% of Project Cost (CAPEX)	On successful acceptance of the BOM by the competent authority of the STATE
3.	Installation, commissioning and Integration of all equipments	15% of Project Cost (CAPEX)	On Successful signoff by the competent authority
4.	Successful Final Acceptance Test (FAT) and Training of State representatives and officials for the deployed solution	15% of Project Cost (CAPEX)	On successful acceptance and signoff
5.	Successful handover to the existing DCO with 2months of onsite support	20% of Project Cost (CAPEX)	On Successful signoff by the competent authority
6.	Balance 30% will be amortized for the period of the project and shall be paid to the SI in equivalent QGR (Quarterly along with the OPEX)		

b. OPEX Payment Schedule

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

9.24 Events of Default by the Implementation Agency

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

  o The SI has failed to perform any instructions or directives issued by the STATE which it deems proper and necessary to execute the scope of work under the Contract; or

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

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

  o SI / SI's Team has failed to conform with any of the Service / Facility Specifications / Standards as set out in the Scope of Work of this Tender Document or has failed to adhere to any amended direction, modification or clarification as issued by State during the term of this Contract and which State deems proper and necessary for the execution of the Scope of Work under this Contract; or

  o The SI has failed to demonstrate or sustain any representation or warranty made by it in this Contract with respect to any of the terms of its Bid or the Tender and this Contract; or

  o There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the SI; or

  o SI / SI's Team has failed to comply with or is in breach or contravention of any applicable laws

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

9.25 Consequences in Event of Default

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

  o For cases where permissible time is not indicated in the contract, State will decide, at its discretion, the quantum of reasonable time to cure the default

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

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

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

- The State reserves the right to terminate the contract with 30 days notice

9.26 Termination of the Contract

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

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

9.27 Termination

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

o Where it comes to the State's attention that the SI (or the SI's Team) is in a position of actual conflict of interest with the interests of the State in relation to any of terms of the Implementation Agency's Bid, the Tender or this Contract

o Where the SI's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever including inter alia the filing of any bankruptcy proceedings against the SI, any failure by the SI to pay any of its dues to its creditors, the institution of any winding up proceedings against the SI or the happening of any such events that are adverse to the commercial viability of the SI. In the event of the happening of any events of the above nature, the State 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

o **Termination for Default:** The State may, at any time, terminate the Contract by giving 30 days written notice to the SI without compensation to the SI in the Event of Default on the part of the SI which may include failure on the part of the SI to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract

o **Termination for Insolvency**: The State may at any time terminate the Contract by giving written notice to the SI without compensation to the SI, if the SI becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the State

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

9.28 Consequences of Termination

- In the event of termination of this contract, due to any cause whatsoever, except where termination is for State's convenience, the SI shall be blacklisted and the contract will stand cancelled effective from the date of termination of this contract

- Nothing herein shall restrict the right of the State 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 under law

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

9.29 Penalty

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

9.30 Force Majeure

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

- The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The State will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the SI in performing any obligation as is necessary and proper to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above

- 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

9.31 Liquidated Damages

- Subject to Force Majeure if the Bidder fails to complete the Supply, Installation, Configuration, Testing and Training and Final Acceptance of the Cloud Enablement components and its integration with the existing infrastructure of the State Data Centre before the scheduled completion date or the extended date or if SI repudiates the Contract before completion of the Work, the State, at its discretion, may without prejudice to any other right or remedy available to the State the Contract recover a maximum of 20% (twenty percent) of the project cost

from the SI as Liquidated Damages (LD). This 20% (twenty percent) will be staggered over a period of the project

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

9.32 Dispute Resolution

- The State and the SI shall make every effort to resolve amicably by direct informal negotiations any disagreement or disputes arising between them under or in connection with the Contract

- If, after Thirty (30) days from the commencement of such direct informal negotiations, the State and the SI have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in the below clauses

- In the case of a dispute or difference arising between the State and the SI relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of two Arbitrators. One Arbitrator to be nominated by the State and the other to be nominated by the SI or in case of the said Arbitrators not agreeing then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference and in case the Arbitrators cannot agree to the Umpire he may be nominated by the Secretary, Indian Council of Arbitration, State. The award of the Arbitrators in the event of their not agreeing of the Umpire appointed by them or by the Secretary, Indian Council of Arbitration, State, shall be final and binding on the parties

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

- The venue of arbitration shall be <State>, India

- The State may terminate this contract by giving a written notice of termination of minimum 30 days to the SI

- Continuance of the Contract:

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

9.33 Conflict of Interest

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

9.34 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.

9.35 Governing Language

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

9.36 "No Claim" Certificate

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

9.37 Publicity

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

9.38 General

Relationship between the Parties

- Nothing in this Contract constitutes any fiduciary relationship between the State and SI / SI's Team or any relationship of employer employee, principal and agent, or partnership, between the State and SI
- No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract

- The State has no obligations to the SI's Team except as agreed under the terms of this Contract

No Assignment

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

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 notifies the SI of its release from those obligations

Entire Contract

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

Governing Law

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

Jurisdiction of Courts

The courts of India at <State> will have exclusive jurisdiction to determine any proceeding in relation to this Contract

Compliance with Laws

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

Notices

A "notice" means:
   a. a notice; or
   b. consent, approval or other communication required to be in writing under this Contract

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

To State
at:

<STATE name and address>

To SI at:

Attn:

[Phone:]

[Fax:]

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

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

Waiver

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

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

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

9.39 Response to RFP

Proofs needed

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

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

9.40 Modification

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

9.41 Application

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

9.42 IT Act 2000

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

Section - X

Formats for Response to the Tender: Pre - Qualification Bid

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

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

Format 1 – Pre-Qualification Bid Letter

To,

State Nodal Officer
< State>

Sir,

Subject: Appointment of an Agency for Supply, Installation, Configuration, and Support for Cloud Enablement components at the State Data Centre

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

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

a. Earnest Money Deposit (EMD)

We have paid an EMD of Rs. 15, 00, 000/- (Rupees Fifteen Lacs only) through the portal (http://State.gov.in). This EMD is liable to be forfeited in accordance with the provisions of the *Section IX - General Conditions of the Contract*.

b. Contract Performance Guarantee Bond

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

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

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

Thanking you,
Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Format 2 - General Information about the Bidder

	Details of the Prime Bidder (Company)			
1.	Name of the Bidder			
2.	Address of the Bidder			
3.	Status of the Company (Public Ltd/ Pvt. Ltd)			
4.	Details of Incorporation of the Company	Date:		
		Ref. #		
5.	Details of Commencement of Business	Date:		
		Ref. #		
6.	Valid Sales tax registration no.			
7.	Valid Service tax registration no.			
8.	Permanent Account Number (PAN)			
9.	Name & Designation of the contact person to whom all references shall be made regarding this tender			
10.	Telephone No. (with STD Code)			
11.	E-Mail of the contact person:			
12.	Fax No. (with STD Code)			
13.	Website			
14.	Financial Details (as per audited Balance Sheets) (in crore)			
15.	Year	2009-2010	2010-2011	2011-2012
16.	Net Worth			
17.	Turn Over			
18.	PAT			

Format 3 – Pre-Qualification Criteria

S. No.	Clause	Documents required	Reference
1.	The Bids should be submitted by only the prime Bidder; no consortium is allowed in this Bid	Declaration in this regard needs to be submitted	*Vol, Section, Page Number reference to the proof where it is attached.*
2.	The Bidder should have positive net worth of 50 crores as on 31st March 2011 viz; 2009-10, 2010-11 and 2011-12	A certified document by the Chartered Accountant stating the net worth and average annual turnover of the Bidder	
3.	The Bidder's average annual turnover should be more than (INR)100 crores in each of the last three financial years viz; 2009-10, 2010-11 and 2011-12 Note: The turnover refers to the Bidder's firm and not the composite turnover of its subsidiaries/sister concerns etc.	Copy of audited profit and loss account/balance sheet/annual report of the last three financial years viz 2009-10, 2010-11 and 2011-12	
4.	(a) The Bidder should be an established Information Technology company registered under the Companies Act, 1956 and in operation for at least 5 years as on 31.03.2011 and should have their registered offices in India (b) The company must be registered with appropriate authorities for all applicable statutory duties/taxes	(c) Valid documentary proof of: • Certificate of incorporation • Certificate of Commencement • Certificate consequent to change of name, if applicable (d) Valid documentary proof of: • Central Sales Tax/VAT number • Service Tax registration number • Income Tax registration/PAN	

S. No.	Clause	Documents required	Reference
		number • Income Tax returns for the Financial years 2008-09, 2009-10 and 2010-11	
5.	Bidder should have experience of supply, installation, commissioning and annual maintenance services for IT Infrastructure projects and should have been in the business for a period exceeding three years as on 31.03.2011	1. Work Orders confirming year and area of activity 2. Memorandum and Articles of Associations 3. Relevant legal documentation confirming the acquisition/merger, if any	
6.	The Bidder must have ISO 9001:2000 certification for system integration or sale, design and development, testing and implementation of Data Center products and solutions	Valid Copy of the Certification stating the location and the scope of the certification	
7.	a) The Bidder must have on its roll at least 100 Technically qualified professionals in system integration, Virtualization and prior experience in providing the Cloud Solution as on 31.12.2011	Certificate from Bidder's HR Department for the number of Technically qualified professionals employed by the company with their skill set	
8.	The Bidder must have implemented/ commissioned at least one Cloud Implementation in Data Centre in India as on 31.12.2011 (Cloud Implementation for providing Cloud based services in their own Data Centre or on to the customer Data Centre	(c) Work Orders confirming year and area of activity (d) Valid Work Order and Certificate from the Client in case implementation/ commissioning in Client Data Centre	

Department of Electronics & Information Technology   **SDC Cloud Enablement**

S. No.	Clause	Documents required	Reference
	shall be considered)	OR (a) Declaration from the Company Secretary confirming the Cloud Implementation in their own Data Centre for providing services to the customers (b) Client certificate confirming the cloud services they are getting from the Bidders Data Centre	
9.	The Bidder should furnish, as part of its Bid, an Earnest Money Deposit (EMD) of Rs. 15,00,000 (in words xxxxxx)	The EMD should be denominated in Indian Rupees	
10.	The Bidder 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 Bidder	
11.	The Bidder should submit valid letter from all the OEMs confirming the following: • Authorization for Bidder • Confirm that the products quoted are not "end of life or end of sale products" as on Bid Submission date. If in case the support for the product quoted has been stopped/ withdrawn till the time of delivery of equipment, the same will be changed with the superior product at no extra cost	Relevant documentary evidences like Authorization letters (MAF (Manufacturers Association Form) from all Vendors whose products are being quoted by the Bidder need to be attached in the proposal)	

S. No.	Clause	Documents required	Reference
	• Undertake that the support including spares, patches, upgrades for the quoted products shall be available for the period of the Project		
12.	The Bidder shall provide an undertaking that they or their allied agencies/ Subsidiaries are not working as a Consultant in the States the Bidder is bidding for under this RFP The Bidder shall provide an undertaking that they or their allied agencies/ Subsidiaries are not working as a TPA in the SDC in the States the Bidder is bidding for under this RFP	Declaration in this regard by the authorized signatory of the Bidder	

Format 4 - Declaration Regarding Clean Track Record

To,

State Nodal Officer
< State>

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No._____] regarding Appointment of an Agency for Supply, Installation, Commissioning, Training and Testing and Maintenance services for SDC Cloud Enablement components of the State Data Centre for the period of the project. I hereby declare that my company has not been debarred/black listed by any Government / Semi-Government organizations in India. I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal
Date:
Business Address:

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

To,

State Nodal Officer
< State>

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [No. ……………………………….] for Appointment of an Agency for Supply, Installation, Commissioning, Training and Testing and Maintenance services for SDC Cloud Enablement.

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 - XI

Formats for Response to Tender: Technical Bid

Section XI - Format for Response to Tender: Technical Bid

Format 1 – Technical Bid Letter

To,

State Nodal Officer
< State>

Sir,

Subject: Appointment of an Agency for Supply, Installation, Commissioning, Training and Testing and Maintenance services for SDC Cloud Enablement components for State Data Centre

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

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

1. Earnest Money Deposit (EMD)

We have paid an EMD of Rs. 15, 00, 000/- (Rupees fifteen Five Lacs only) through the portal (http://State.gov.in). This EMD is liable to be forfeited in accordance with the provisions of - *General Conditions of the Contract.*

2. Deviations

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

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

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

3. Contract Performance Guarantee Bond

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

4. Bid Validity Period

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

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

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

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Format 2 – Technical Solution

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

   - Clear articulation and description of the design (details provided in the point 2) and technical solution and various components including make and model of equipment and sizing of infrastructure (including diagrams and calculations wherever applicable)

   - Extent of compliance to technical requirements specified in the scope of work

   - Technical Design and clear articulation of benefits to the State of various components of the solution vis-à-vis other options available.

   - Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other Clients.

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

   a. Components Design

   1. Approach & Methodology for Installation & Configuration of:

      o Virtualization Infrastructure

      o Cloud Components

   b. Operations & Maintenance

   1. Reactive and Proactive maintenance

   2. The kind of support and maintenance hired from different OEM's and vendors with relevant proofs

   3. Detail of helpdesk and support structure for call maintenance

   c. Approach & Methodology for Commissioning of components for Cloud Enablement of State Data Centre.

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

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

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

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

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

Format 3 – Schedules for Technical Evaluation Criteria

Criteria for Evaluation and Comparison of Technical Bids

The criterion as mentioned in section below shall be used to evaluate the technical Bids. All the Bids scoring 70 and above in the technical evaluation will be qualified for commercial Bid opening.

The following criteria shall be used to evaluate the technical Bids. All the Bids scoring 70 and above in the technical evaluation will be qualified for commercial Bid opening.

S. No.	Criteria	Weightage	Reference (Scheduled to be filled)
i.	Bidder's experience in setting-up IT infrastructure in Data Centres in India, quantified in terms of number of projects will be evaluated. Setting-up IT infrastructure in Data Centres would mean where the Bidder has procured, installed and commissioned IT Infrastructure (Hardware and Software) in Data centre. Only Project Cost greater than Rs. 2 Cr and set up as per the contract in the last 3 financial years will be considered Bidder with maximum numbers of projects (maximum capped to 5 projects) shall be awarded full 10 (1 project=2 Marks) marks and the others shall be awarded marks on relative (prorata) basis.	10 marks	Schedule A
ii	Bidder's experience in commissioning Cloud Solution in India, quantified in terms of number of projects will be evaluated. Setting-up IT infrastructure would mean where the Bidder has procured, installed and commissioned Cloud		

S. No.	Criteria	Weightage	Reference (Scheduled to be filled)
	Infrastructure (Hardware and Software). Only Project Cost greater than Rs. 2 Cr and set up as per the contract in the last 3 financial years will be considered Bidder with maximum numbers of projects (maximum capped to 5 projects) shall be awarded full 10 (1 project=2 Marks) marks and the others shall be awarded marks on relative (prorata) basis.	10 marks	Schedule B
iii	Bidder's experience in commissioning Cloud Solution in India, quantified in terms of number different Cloud Technology implementation (different OEMs) shall be evaluated. Bidder with maximum numbers Technology Implementation (maximum capped to 5 different cloud solution Technology) shall be awarded full 10 (1 OEM Technology=2 Marks) marks and the others shall be awarded marks on relative (prorata) basis.	10 marks	Schedule C
iv.	Average Turnover of the Bidder from Indian Operations for the last three financial year ending 31st March 2011 > Rs 300 Cr = 10 > Rs 200 Cr ≤ Rs 300 Cr = 8; > Rs 100 Cr ≤ 200 Cr = 4;	10 marks	Schedule D
v.	For each BOM component as specified in the Schedule D the Bidder will provide the compliance status, value addition provided and impact of value addition (considered as positive impact).	50 marks	Schedule E

S. No.	Criteria	Weightage	Reference (Scheduled to be filled)
	If there is no positive value addition the Bidder would get 70% of the marks attributed to that component. (Note: The overall marks shall be restricted to the maximum allowed under that component head irrespective of the positive impact)		
vi.	a. The Bidder must have on its roll at least 20 Technically qualified professionals in virtualization, cloud implementation, as on Bid submission date. > 20 = 5; 15 - 20 =3; 10 - 15 = 2; 100 – 200 =1 b. The Resources deployed by the SI for Cloud Enablement Implementation at the SDC ▪ 2 Resources with OEM certification for Virtualization Implementation= 2.5 ▪ 2 Resources with OEM certification for Cloud Implementation= 2.5 **(The OEM certification should be from that OEM whose product has been quoted in this Bid)**	10 marks	Schedule F and G
Total		**100**	

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

Schedule A- Bidders Experience in setting-up IT infrastructure in Data Centres

Criteria	S. No.	Name of Client	Project Cost	Year of Execution	Details of testimonial attached
Bidder's experience in setting-up IT infrastructure in Data Centres in India, quantified in terms of number of projects will be evaluated. Setting-up IT infrastructure in Data Centres would mean where the Bidder has procured, installed and commissioned IT Infrastructure (Hardware and Software) in Data centre. Only Project Cost greater than Rs. 2 crores and set up as per the contract in the last 3 financial years will be considered Bidder with maximum numbers of projects (maximum capped to 5 projects) shall be awarded full 10 (1 project=2 Marks) marks and the others shall be awarded marks on relative (pro rata) basis.	1				
	2				
	3				
	4				
	5				

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

Schedule B- Bidders Experience In Cloud Solution

Criteria	S. No.	Name of Client	Project Cost	Year of Execution	Details of testimonial attached
Bidder's experience in commissioning Cloud Solution in India, quantified in terms of number of projects will be evaluated. Setting-up IT infrastructure would mean where the Bidder has procured, installed and commissioned Cloud Infrastructure (Hardware and Software). Only Project Cost greater than Rs. 2 crores and set up as per the contract in the last 3 financial years will be considered Bidder with maximum numbers of projects (maximum capped to 5 projects) shall be awarded full 10 (1 project=2 Marks) marks and the others shall be awarded marks on relative (pro rata) basis.	1				
	2				
	3				
	4				
	5				

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

Schedule C- Bidders Experience In Implementing different Cloud Solution Technology

Criteria	S. No.	Name of Client	Project Cost	Year of Execution	Details of testimonial attached
Bidder's experience in commissioning Cloud Solution in India, quantified in terms of number different Cloud Technology implementation (different OEMs) shall be evaluated. Bidder with maximum numbers Technology Implementation (maximum capped to 5 OEM Technology) shall be awarded full 10 (1 OEM Technology=2 Marks) marks and the others shall be awarded marks on relative (pro rata) basis.	1				
	2				
	3				
	4				
	5				

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

Schedule D- Average Turnover

Criteria	Turnover for the Financial year 2011 – 2012	Turnover for the Financial year 2010– 2011	Turnover for the Financial year 2009 – 2010	Average Turnover (Rs.)	Indicate the page number where balance sheets are provided
Average Turnover of the Bidder from Indian Operations for the last three financial year > Rs 300 crores = 10 > Rs 200 crores ≤ Rs 300 crores = 8; > Rs 100 crores ≤ 200 crores = 4;					

Note: If the Average turnover of the Bidder from Indian operation for last three financial years is less than 100 Cr will not get any marks.

Schedule E- Specification Compliance

Specification	Total Marks	Compliance with RFP specifications (Yes/No)	Value addition provided (Yes/No)	Impact of value addition on (Performance/ Scalability/Availability)	Final Score
Components	Total 50 Marks	70% of Total Marks	30% of Total Marks	Positive Impact	Final Marks
Server Virtualization	5				
Cloud Security	5				
Capacity Management	5				
Self Service Provisioning	10				
Automation	5				
Orchestration	10				
Monitoring	5				
Network Switch (L2)	5				

Schedule F: **Experience Resources with the SI**

Criteria
The Bidder must have on its roll at least 20 Technically qualified professionals in virtualization, cloud implementation, as on Bid submission date.

> 20 = 5;

15 - 20 =3;

10 - 15 = 2;

100 – 200 =1

S. No.	Type of resource	No. of Resources	Key Responsibilities	Academic Qualifications and Certifications (e.g. ITIL, ITSM)	Years of Relevant Experience
1	Skill Set				
2					
3					
4					
5	....				

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

Schedule G: Resources to be deployed for this Project

Criteria
The Resources deployed by the SI for Cloud Enablement Implementation at the SDC ▪ 2 Resources with OEM certification for Virtualization Implementation= 2.5 Marks ▪ 2 Resources with OEM certification for Cloud Implementation= 2.5 Marks **(The OEM certification should be from that OEM whose product has been quoted in this Bid)**

S. No.	Type of resource	Name of the Resource	Key Responsibilities	Academic Qualifications and Certifications (e.g. ITIL, ITSM)	Years of Relevant Experience
1					
2					
3					
4					
5	....				

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

Format 4 – Specifications of the Components

S. No.	Description	OEM	Make & Model
1.	Virtualization		
2.	....		
3.	....		
4.	....		
5.	....		
6.	....		
7.	....		
8.	....		
9.	....		
10.	....		
11.	....		
12.	....		
13.	....		
14.	....		
15.	....		
16.	....		
17.	....		
18.	....		
19.			

Note: The detailed specifications provided should also be accompanied by their data sheets for that particular make and model

Format 5: Performa for No Deviation Declaration

To,

< Nodal Officer>

State

Reference:

Sir,

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

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

Signature

Name

Designation

Address

Date

Authorized signatory's signature and stamp

Format 6 – Project Experience

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

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

Section - XII

Formats to Response to the Tender: Commercial Bid

Section XII - Format for Response to Tender: Commercial Bid

Format 1 – Commercial Bid Letter

To,

State Nodal Officer
< State>

Sir,

Subject: Appointment of an Agency for Supply, Installation, Commissioning, Training and Testing and Maintenance services for SDC Cloud Enablement components for State Data Centre

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

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect of **Appointment of an Agency for Supply, Installation, Configuration, and Support for Enhanced 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 altercated under the law, we shall pay the same.

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

3. Deviations
We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations and deviations, all of which have been detailed out

exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our Bid.

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

4.   Tender Pricing

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

5.   Qualifying Data

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

6.   Bid Price

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

7.   Contract Performance Guarantee Bond

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

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

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

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

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Format 2 - Summary of Cost Components

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

Summary Component vise Cost Table

S. No.	Item	Reference	Total Price	Total Price in words
	CAPEX + OPEX			
1	Cloud Enablement Infrastructure	(A1+A2)		

Format 3 – Breakdown of Cost Components

1. Bidder should provide all prices as per the prescribed format. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (Zero) in all such fields.

2. All the prices (even for taxes) are to be entered in Indian Rupees ONLY (% values are not allowed)

3. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/or payable.

4. < > reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.

5. < > shall take into account all Taxes, Duties & Levies for the purpose of Evaluation

6. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.

The Unit Rate as mentioned in the following formats shall be used for the purpose of 'Change Order' for respective items, if any. However, based on the market trends, < > retains the right to negotiate this rate for future requirements.

Cloud Enablement Infrastructure
CAPEX (A1)

S. No.	Components	Quantity	Unit Price	Total
1	Virtualization S/W (hypervisor) for Servers (2 Hypervisor for each Server)	8		
2	Cloud Management Layer/ Software for managing Initial Requirement of 4 physical servers with the functionality	1		

	as defined in FRS. • Virtual Machine Management • Security Capabilities • Self Service Provisioning • Process Automation • Capacity Management • Orchestration • Monitoring • Etc				
3	Servers	4			
4	L2 Switch for connectivity to the SAN Storage	2			
5	Linux Enterprise Edition	8			
6	Windows 2010 Ent. Server Edition	8			
	Taxes as applicable				
	Total Cost				

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

- *Total numbers of OS to be specified by the State should not exceed 16.*

Breakup for CAPEX

S. No.	Components	Unit Price
1	Server Virtualization Software (Hypervisor) per license Cost	
2	Cloud Management Layer/ Software	
2.1	< Bidder to Fill> Name of the Module and its per license cost (Per CPU/ Socket)	

OPEX (A2)

S. No.	Operational Support	Year				
		First	Second	Third	Fourth	Fifth
1.	AMC cost					

2.	Support and subscription Cost					
	Service Tax					
	Sub-Total					
Total Support cost for five years:						
The Bidder are requested to take into account the Scope of Work and SLA while quoting for Support and Subscription						

Note:

This Operational Support per year shall be for the entire components / items / infrastructure of SDC under this RFP / Contract including the Support personnel deployed during the implementation for the project. This cost shall also include the implementation, integration requirement for making the cloud enablement solution operational.

Breakup for OPEX

S. No.	Operational Support	Yearly Support cost				
		First	**Second**	**Third**	**Fourth**	**Fifth**
1.	Support and subscription Cost					
1.1	Server Virtualization (per Hypervisor annual support cost)					
1.2	Cloud Management Software/ Layer (per year Module wise support cost)					
1.3	Server (Annual Support Cost)					
1.4	L2 Switch (Annual Support Cost)					
	Service Tax					

Section - XIII

Annexure

Section XIII - Annexure

Annexure - I: Bidding Document Acknowledgement Form

Dated:

To,

State Nodal Officer
< State>

Dear Sir,

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

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

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

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

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

<div align="right">Yours faithfully,</div>

<div align="right">(Bidder)</div>

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

Annexure – II: Proforma of Bank Guarantee towards Performance Security

PERFORMANCE GUARANTEE

Ref. No._____Bank Guarantee No _____

Dated_____

To,

State Nodal Officer

< State>

Dear Sir,

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

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

4.   The Bank further agrees that DIT 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 DIT against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of < State> or any indulgence by DIT to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

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

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

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

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this........ day of ....20___ at.....................

WITNESS NO. 1

--------------------------   ------------------------

   (Signature)   (Signature)
Full name and official   Full name, designation and

Draft RFP

Address (in legible letters)   address (in legible letters)

                                                       with Bank stamp

                                                       Attorney as per power of

                                                       Attorney No.............

WITNESS NO. 2   Dated………………….

     (Signature)

Full name and official

Address (in legible letters)

Annexure – III: Format for Manufacturer Association Form

Ref. No. _____   Date:

To,

State Nodal Officer
< Address>

Sub: RFP ref no:

Dear Sir,

Please refer to your Notice Inviting Tenders for Appointment of an Agency for Supply, Installation, Commissioning, Testing Training and Support of Cloud Enablement Infrastructure In State Data Centres

.

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

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

1. It will be ensured that in the event of being awarded the contract the machines will be delivered by M/s_____(Bidder) & maintained by M/S _____ properly as per the conditions of the contract. For this purpose, we shall provide M/S _____ (Bidder) necessary technical support including technical updates, software version updates (such as Firmware, Operating System) and upgrades, required patches, replacements & spares to the Bidder as per the RFP conditions. If M/s _____ fails to maintain the hardware/ software and State is compelled to appoint an operator due to non-maintenance of the equipment supplied by us or for any other reason whatsoever, we will provide necessary support to the new operator who is a authorized partner to us for the remaining period of the project as per the RFP and SLA to be signed with the Bidder, in the event of his being successful. An original copy of equipment warranty (repair / replacement) shall be submitted to the client/ purchaser at the time of installation.

2. The equipment supplied will not be under end of life/ end of sale within the duration of project. Also the supplied equipments in this project should not be declared end of

<mark>support within five years of its installation (i.e. from the day of Final Acceptance Test approval by the State).</mark> In case it happens M/s_____ will have to replace that equipment with equivalent new equipment.

3. If due to any reason whatsoever, the tie up between our Company & M/S _____(Bidder) breaks down subsequently or supply/ installation does not take place for a reason not attributable to State, alternative arrangements as prescribed in pt-1 will apply.

.

Yours faithfully,

(NAME) (Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in Pre-Qualification Criteria.

Annexure – IV: Abbreviations

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

Department of Information Technology

Draft RFP

QoS	*Quality of Service*
QGR	*Quarterly Guaranteed Revenue*
RAM	*Ran Access Memory*
RDBMS	*Relational Database Management System*
S/W	*Software*
SAN	*Storage Area Network*
SAS	*Secure Attention Sequence*
SFP	*Small Form Factor Pluggable*
SLA	*Service Level Agreement*
SNMP	*Small Network Management Protocol*
SI	*System Integrator*
TB	*Tera Byte*
TCP	*Transmission Control Protocol*
VLAN	*Virtual Local Area Network*
VPN	*Virtual Private Network*
WAN	*Wide Area Network*
XML	*Extensible Markup Languag*

Department of Information Technology