

PUNJAB STATE E-GOVERNANCE SOCIETY

GOVERNMENT OF PUNJAB, CHANDIGARH



REQUEST FOR PROPOSAL - VOLUME I

FOR

SELECTION OF DATA CENTRE OPERATOR (DCO)

TO ESTABLISH STATE DATA CENTRE IN PUNJAB

UNDER NATIONAL E-GOVERNANCE PLAN

Ref No: *SDC/Punjab/DGR/PSeGS/2013/01*



**Punjab State e-Governance Society
O/o Department of Governance Reforms
SCO 193-195, Sector 34-A, Chandigarh**

Acronyms

Acronyms	Definitions
AMC	Annual Maintenance Cost
AoA	Article of Association
AT	Acceptance Testing
CAPEX	Capital Expenditure
CCNP	Cisco Certified Network Professionals
CD	Compact Disk
CISA	Certified Information Systems Auditor
CISSP	Certified Information Systems Security Professional
CSC	Common Service Centre
DCO	Data Center Operator
DC	Data Centre.
DHCP	Dynamic Host Control Protocol
DIT	Department of Information Technology
DGR	Department of Governance Reform
DMZ	De-militarized Zone
DNS	Domain Name Server
DNS	Domain Name System
EMD	Earnest Money Deposit
EMS	Enterprise Management Software
GoP	Government of Punjab
INR	Indian Rupee
ISO	International Organization for Standards
ITIL	Information Technology Infrastructure Library
PSeGS	Punjab State eGovernance Society
KVM	Keyboard, Video Display Unit and Mouse Unit
LDAP	Lightweight Directory Protocol
LOI	Letter of Intent
MoU	Memorandum of Understanding
NAS	Network Attached Storage
NAS	Network Attached Storage
OEM	Original Equipment Manufacturers
OPEX	Operating Expenditure
SAN	Storage Area Network
SDC	State Data Center
SLA	Service Level Agreement
SNMP	Simple Network Management Protocol

Acronyms	Definitions
SPOC	Single Point of Contact
SWAN	State Wide Area Network
SWO	SWAN Operator

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1 Section I Invitation to Bidders / Important dates

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

1.1 Issuer

Department of Governance Reforms, Punjab

1.2 Contact Person

**Name: Mr. Praveen Garg,
Senior System Manager (GR)**
☎ : +91- 9815003210
✉ : p.garg@punjab.gov.in

1.3 Address for Bid Submission and Correspondence

**Punjab State e-Governance Society (PSEGS)
Départment of Governance Reforms Punjab
S.C.O. 193-195, 2nd Floor, Sector 34-A,
Chandigarh
Fax: 0172 – 2600971**

1.4 Terms of Reference

	Terms of Reference	Remarks
Tender Document Cost	Cost of Tender Document	INR 50,000/-
EMD	Earnest Money Deposit (EMD)(In shape of Demand Draft Only)	INR 40 Lacs. only
	Start Date of Sale of Tender	14/05/2013 (Tuesday)
Pre-bid	Last date to submit requests for clarifications on the tender	23/05/2013 (Thursday)
	Date and Time for Pre- Bid Conference	30/05/2013 (Thursday) at 3pm
Submission date	Last Date & Time of Sale of Tender	2 hours before the last date of submission of bids
	Last date for submission of bids	10/06/2013 (Monday) up to 2pm
	Opening of Pre-qualification bids	10/06/2013 (Monday) at 2:30pm
	Evaluation of Pre-qualification bids and notification to bidders qualifying Pre-qualification round	To be intimated later
	Opening of Technical bids	To be intimated later
	Date of Technical Presentation	To be intimated later
	Declaration of short-list of bidders for commercial bid	To be intimated later
	Opening of commercial bids	To be intimated later

Note: This Tender Document is not transferable

Note: This Invitation for Bids was published in all editions of the following newspapers, by way of a tender notice:

- (i)
- (ii)
- (iii)

The detailed Tender Document contained in the following sections has been prepared to elaborate all techno-commercial conditions of this Tender.

In case of any discrepancy between the Press Advertisement and other detailed provisions of this Tender Document, the latter will prevail.

1.5 Consortium Definition

1.5.1 A bidding firm may be a corporation/ company or consortium of companies/ corporations. In case of a consortium the same shall not consists of more than three companies/ corporations and shall be formed under a duly stamped consortium agreement. This consortium agreement needs to be submitted along with the bid. The consortium agreement should be in force for the entire duration of the project/contract i.e. minimum five years from date of commissioning of the data center.

1.5.2 The Bidder and consortium companies must be a Company registered under Indian Company Act, 1956 since last 3 years

1.5.3 In the event of a consortium, one of the partners shall be designated as a "Prime Bidder". The bidder (prime) of the consortium shall be an Information Technology Company/ IT System Integrator. Every member of the consortium shall be equally responsible and jointly liable for the successful completion of the entire project.

1.5.4 In Consortium all the members shall be equally responsible to complete the project; however prime bidder shall give an undertaking for successful completion of the project. In case of any issues, prime bidder would be responsible for all the penalties.

1.5.5 A bidding company/ corporation cannot be a part of more than one Consortium. Any Member of consortium cannot bid separately as a sole bidder. The bidder (all consortium partners) must have Company registration certificate, Registration under labor laws & contract act, valid VAT/ Sales Tax Registration Certificate, valid Service Tax Registration Certificate and Income Tax Return with Audit Report from CA. Bidder shall provide an attested copy of all the above-mentioned certificates along with this bid document.

1.5.6 The MoU/agreement shall clearly specify the prime bidder, stake of each member and outline the roles and responsibilities of each member.

1.6 Purchase of Bid document

1.6.1 Interested Bidders may obtain complete set of Bid document on submission of a written application to:

**Punjab State e-Governance Society (PSEGS)
Department of Governance Reform, Punjab
S.C.O. 193-195, Sector 34-A, Chandigarh
Fax: 0172 – 2600971**

1.6.2 Application for the bid document should be accompanied by a payment of a non-refundable fee of INR 50,000/- (Rupees Fifty Thousand only) in the form of Demand Draft in favor of Member Secretary, PSeGS, payable at Chandigarh. In case the Bid Document is required to be procured by post, additional charges of INR 100/- (Rupees One Hundred only) must be tendered along with the written application.

1.6.3 The complete bid document has also been published on the Government of Punjab website www.edistrict.punjabgovt.gov.in for the purpose of downloading. The downloaded bid document shall also be considered valid for participation in the bid process but such bid documents should be submitted along with the required Bid document fee as mentioned above in section 1.4. In case the bid document is downloaded from website, non-refundable Bid document fee in the form of demand draft / cash has to be submitted in order to participate in the pre-bid meeting.

1.6.4 In case of any clarification with regards to the bid document the prospective buyers may get in touch with the contact person as mentioned in 1.1 However the prospective bidders are encouraged to undertake a preliminary study of the project, at their own cost, before submitting the Bids.

1.6.5 PSEGS/ Department of Governance Reform, Govt. of Punjab, reserves the right to reject any or all the bids in whole or in part at any time without mentioning any reason thereof.

Section II

Eligibility Criteria

2 Section II Eligibility Criteria

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

S.No	Clause	Documents required
1.	<p>The Bid can be submitted by an individual company or a consortium.</p> <p>In case of consortium applicant, consortia shall submit a valid Memorandum of Understanding (MOU)/agreement.</p>	<p>“Consortium” shall mean more than one company which joins with other companies of complementing skills to undertake the scope of work defined in this RFP. In case of consortium the same shall not consist of more than three companies/ corporations, including the prime bidder.</p> <ol style="list-style-type: none"> 1. Memorandum of Understanding (MOU)/agreement among the members signed by the Authorized Signatories of the companies dated prior to the submission of the bid to be submitted in original. 2. The MoU/agreement shall clearly specify the prime bidder, stake of each member and outline the roles and responsibilities of each member.
2.	The bidder (prime) should be a company registered under the Companies Act, 1956 since last 3 years.	Certificate of incorporation
3.	<p>Bidder (prime) should have experience of IT System Integration/ Information Technology Infrastructure projects including implementation/ operations and should have been in the business for a period exceeding three years as on 31-3-2012.</p> <p>Bidder (prime) who has acquired a company/ division of a company having experience as mentioned above shall also be considered.</p>	<ol style="list-style-type: none"> 1. Work Orders confirming year and area of activity. 2. Memorandum and Articles of Associations. 3. Relevant legal documentation confirming the acquisition/merger.
4.	Bidder (prime) and all consortium partners must have ISO 9001:2000 certification	Valid Copy of Certificate
5.	The bidder (prime) should have commissioned and installed at least one Data center project that meets all the below mentioned requirements	

S.No	Clause	Documents required
	<p>during the last Three (3) years:</p> <p>a. An Order Value (including IT and Non-IT but excluding basic building structure cost) of not less than Rs. 5 crores.</p> <p>b. Valid BS 7799 / ISO 27001 certification</p> <p>Note:</p> <ul style="list-style-type: none"> o Bidder's in house data centers shall not be considered. o Bidders who have built their own Internet Data Centre (IDC), for commercial use will be considered. 	<p>a) Copy of work order / client certificates. For IDC bidder, Certificate from Company Secretary confirming the order value/cost.</p> <p>b) Valid Certification</p> <p>(IDC bidder shall also submit customer work orders)</p>
6.	<p>The bidder (prime) should have experience in providing Facility management services to at least one data center, during the last three years 2009-2010, 2010-2011,, 2011-12”</p> <p>The facility management services shall include IT infrastructure related (e.g. Servers, storage, networks etc.) / non IT related services (Power, cooling, physical security etc)</p> <p>Note:</p> <p>Bidders who have built their own Internet Data Centre (IDC), for commercial use will be considered.</p>	Copy of work order / client certificates.
7.	The bidder (Prime/ Consortium partner) should have a CMMI level 5 Certificate	Valid CMMI Level -5 certificate
8.	<p>The bidder (prime) should have positive net worth of at least 25 crores for the last year and an average turnover of more than Rs. 100 crores as on year ending on 31.03.2012 for last three Financial Years i.e. 2009- 10 & 2010-11, 2011-12.</p>	<p>Chartered Accountant certificate for Net-worth. Net-worth shall exclude any revaluation reserve.</p> <p>Copy of the audited profit and loss account of the company showing turnover of the company for last three years.</p>
9.	<p>a) The bidder (prime) must have on its roll at least 100 technically qualified professionals in, networking, systems integration, and prior experience in providing the Data Center Infrastructure maintenance services as on 31-3-2012”.</p> <p>b) At least five resources should be ITIL certified and five resources should be BS7799/ ISO 27001 lead Auditor or Lead Implementer certified.</p>	<p>a) Certificate from bidders HR Department for number of Technically qualified professionals employed by the company.</p> <p>b) Name of the employees along with certified copies of the certifications done, which are ITIL / BS7799/ ISO 27001 lead Auditor or Lead Implementer certified to be provided.</p>
10.	The bidder (prime) should furnish, as part of its bid, an Earnest Money Deposit (EMD) of Rs. 40 Lacs	The EMD should be denominated in Indian Rupees, and should be in the form of Rs 40 Lacs by DD Only in favor of Member Secretary Punjab State Egovernance society. Payable at Chandigarh.

S.No	Clause	Documents required
11.	The Bidder and all consortium partners shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.	Declaration in this regard by the authorized signatory of the prime bidder
12.	<p>The bidder (prime) should submit valid letter from the OEMs confirming following:</p> <ul style="list-style-type: none"> • Authorization for bidder • Confirm that the products quoted are not end of life at the time of Bid Submission. • Undertake that the support including but not limited to spares, patches for the quoted products shall be available for complete project duration. 	<p>OEMs include:</p> <ul style="list-style-type: none"> • Compute Infrastructure • Networking Infrastructure • Storage Infrastructure • UPS • HVAC • Generator • Fire detection &Suppression • Surveillance • Any other component provided as part of the Proposal
13.	The bidder (prime) should have an office in the state. However, if the local presence is not there in the state, the bidder should give an undertaking for establishment of an office, within two months of award of the contract.	Relevant Documents or Undertaking signed by the Authorized Signatory
14.	<p>Each server and software OEM is required to submit an undertaking on the horizontal support of its products across various platforms/processors as follows :</p> <p>SERVER:</p> <p>Each server OEM is required to submit an undertaking, certifying its product to be supported on operating systems (OS) and Databases, with names and version details of the supported OS and Databases, for a period of 6 years, applicable from the date of completion of FAT.In case the said support is terminated for any reason within the required support period for SDC, the OEM shall provide a better server with no additional cost.</p> <p>Software:</p> <p>Each software OEM is required to submit an undertaking certifying its products to be supported on operating systems (OS) and Databases with names and version details of the supported server and Databases/OS, for a period of 6 years, applicable from the date of completion of FAT.In case the said support is terminated for any reason within the required support period for SDC, the OEM shall provide a new version of software as applicable with no additional cost.</p>	Declaration letter along with relevant supporting documents.
15.	The bidder shall have to give the declaration that the database solution quoted with reference to the server, OS and DB licenses proposed for	Declaration letter along with relevant supporting documents

S.No	Clause	Documents required
	<p>SDC its complete and comprehensive support shall be available for the period of 6 years from the date of operationalization. There shall not be any withdrawal of support by any of the system software (RDBMS,OS etc) OEMs on the quoted system software release on the proposed processors of the server machines quoted by the bidder for SDC. In case the support for future release is not available as on bid submission date, such hardware shall not be quoted .In case on the quoted hardware, the support is withdrawn subsequently the bidder shall replace the non supported hardware with better hardware with no additional cost.</p>	

Section III

Project Profile

3 Section III - Project Profile

3.1 SDC Overview

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

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

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

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

The proposed SDCs shall facilitate consolidation of services, applications and infrastructure. State Data Center would provide many functionalities and some of the key functionalities are Central data repository, Secure Data Storage, Online Delivery of Services, Citizen Information/ Services Portal, State Intranet Portal, Disaster Recovery, Remote Management and Service Integration. The State Data Center will be a key-supporting element of e-Government Initiatives & businesses for delivering services to the citizens with greater reliability, availability and serviceability. SDC will provide better operations and management control and minimize overall cost of Data Management, IT Management, Deployment and other costs.

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

3.2 State Specific Information

A. Objectives

Following summarizes the broad project objectives of Government of Punjab:

- Design and Site Preparation of the Punjab State Data Center in terms of the civil, electrical and mechanical work and all other necessary components required to build the Data Center in line with the SDC Guidelines available at <http://mit.gov.in>
- Supply, installation and setting up of the necessary basic Infrastructure (State of the Art UPS and Air-Conditioning System, Fire Detection and Control System, Diesel Generator Units, Lighting system, Power and Network Cabling etc).
- Supply, installation and setting up of the multi-layer Physical Security infrastructure like biometric/ Smart card etc. based access-control system, CCTV/ surveillance systems.
- Establish effective and efficient Infrastructure monitoring & management practices to ensure reliability, availability, quality of services and security of the Information systems.
- Help departments to focus on addressing the issues in service delivery & administration.
- Help in freeing the departments from the problems relating to vendor management, Infrastructure, Security and performance management to a competent Implementation Partner identified for the entire State.
- The SDC should be integrated with the proposed SWAN for providing access to the Information Systems hosted in the SDC to all the Stakeholders across the State.

B. Envisaged Outcomes

- Reduced cost of infrastructure creation, monitoring, management for Punjab and its constituent departments.
- Enhanced reliability and security of information system through centralized management of IT infrastructure by adopting the necessary measures and practices, such as
 - Dynamic Scalability
 - Centralized and simplified management
 - Improved quality of data management
 - Lower risk of data loss
 - Higher availability of system and data – 24x7x365
 - Better management of security and access control
 - Guaranteed service levels
- Reduced administrative burden for state and its departments by avoiding necessity of vendor management, addressing the technical issues surrounding the IT infrastructure on a stand alone basis by each department.
- Efficient and effective management of information security issues across various government departments.
- Availability of “IT infrastructure on demand” to various state departments and agencies.
- Aggregation of IT infrastructure (Hardware, Storage, Networking and Software) and management resources.
- Optimal utilization by sharing of IT infrastructure resources to meet individual peak loads.
- Standardization of systems
 - Improved scalability
 - Faster implementation cycle time
- Stable and predictable physical and technical environment.

C. Application Details

C.1. Application to be hosted in the proposed State Data Center

SUWIDHA application has been identified as the first applications to be hosted in SDC and be used for Acceptance Testing (AT) as applicable on the schedule for FAT.

However state may change the FAT application as per the readiness under different state project.

- Application migration is not the responsibility of the DCO.
- Application enhancement is not the responsibility of the DCO.
- DCO would only provide hardware and infrastructure and facilitate in migration of the application to the SDC

IT related details of SUWIDHA Application

Operating System : Windows 2008 Server

Development Tools : visual studio 2010, SQL Server

Database : SQL Server 2008

C.2. Future road map for roll out of new applications (Applications that may get hosted in future in the SDC)

S.No.	Application	Department	Application Platform	Key Functionality
1	Treasury	Finance	It is an open source application using Postgre SQL in Backend and PHP on Linux in frontend	Detail report of funds and expenses.
2	E Office	IT Department	Lotus Notes, Oracle as Data base	Paperless Office
3	HRMS	IT Department		Employee Information to all departments
4	EDistrict	Governance Reforms	asp.net	G2C services of various departments
5	SSDG	Governance Reforms	JAVA	State portal and eForm platform
6	CCTNS	Home	Asp.net	Sharing of online information among police officers
7	Commercial Taxes	Excise & Taxation	Oracle ETPM	Computerisation of VAT information system

C.3. List of services required by the Punjab State Departments:

I. Co-Location of the Server Infrastructure

In this scenario, the DCO shall give the Rack space and the basic Data Center Infrastructure services to the concerned departments. Day-to-day maintenance and administration of the Application / Database Servers would be the responsibility of the concerned departments.

II. Hosting Services for the Software Application

In this scenario, departments would use Data Center Servers to host their application and would require support in hosting and maintenance of the Server Hardware besides the basic Data Center Infrastructure services.

Section IV

Scope Of Work

4 Section IV - Scope of Work

The selected bidder shall build SDC. And, also operate and maintain the SDC for a period of 5 years from the date of successful completion of installation, commissioning Acceptance Test (AT) and signoff. The minimum specified work to be undertaken by the bidder for setting up and operating SDC has been categorized as under:

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

Note: For detailed requirement specifications for each of the SDC components, refer Volume II, Section XII, Annexure I - Technical Requirements.

Scope of work and service levels is essentially for the infrastructure procured under the RFP.

4.1 Design, Supply, Installation, and Commissioning Phase

Design of the Data Center: Design Phase (5 weeks from the issue of work order). Broad scope of work during this phase will include the following, but is not limited to:

- **Design of the Data Center**
 - Project Kickoff Meeting.
 - Preparation and submission of Comprehensive Project implementation Plans and Schedules separately.
 - Floor loading capacity of 1st floor of academic block, MGSIPA Sector 26 Chandigarh is 550Kg/Per Sqmtr.
 - Heavy equipments such as Battery Bank, AMF Panel etc are proposed in the basement.
 - DCO is required to do proper site survey & complete site preparation. Permission to visit SDC site will be taken by the DCO from State Implementation Agency (SIA) at least in 2 days before the site visit.
 - Adequate floor strengthening to be done the DCO before shifting and positioning of all heavy equipment on SDC floor and basement.
 - Any kind of water proofing required in basement and its wall shall be in the scope of the DCO.
 - Heavy equipments such as UPS, Battery Bank, AMF Panel are proposed in the basement. Floor strengthening and any kind of water proofing required in basement and its wall shall be in the scope of the Bidder. Bidder is free to visit the site to do survey prior to bid submission. Permission for site visit has to be taken from the nodal officer at least 2 days before the site vis

- Preparation and submission of the separate site readiness reports for the installation of all required equipments.
- All Paper work and necessary formalities/ liaison with OEMs/ ISP provider for hiring Band Width on behalf of Tendering Authority. However, the Tendering Authority would facilitate the Bidder in obtaining bandwidth from the ISP.
- Preparation and submission of Firewall, Security (data as well as Biometric), Internet Access, EMS, IPS, Routing policies etc. and any other policy-ies as desired and envisaged by the Tendering Authority in consultation with the Tendering authority.
- Preparation and submission of separate FAT Plans and schedules for SDC.
- Preparation and submission of any other policies/ documentation/ reports as demanded by the Tendering Authority (in this RFP or outside but related to the SDC) along with required schedules.
- Preparation and submission of Manpower Deployment plan and schedule with list of staff to be deployed under the project during different phases/ stages of the project.
- Preparation and submission of schedules of supply, Installation, testing and commissioning of SDC.
- To assist the (GoP) Govt. of Punjab/ Tendering Authority in procuring bandwidth. (the selected Bidder/DCO has to liaison for the procurement of band width on behalf of state.
- Physical Infrastructure comprising of Civil, Electrical & Mechanical works required to build a Data Center. This shall also include site preparation to make it suitable for setting up a Tier II Data Center.
- Multi-layer physical security infrastructure to prevent unauthorized access to the Data Center.
- Help desk and other monitoring and management services.
- Security Policy Implementation Plan
- Infrastructure design with respect to servers, database, clusters, backup, storage, application etc.
- Networking & Security Infrastructure and other associated IT Components in the Data Center.
- Supply and Installation of
 - All active and passive components.
 - Physical infrastructure components such as UPS and Air-Conditioning System, Fire Detection and Control System, Diesel Generator Units, Lighting system, Power, CCTV Surveillance systems and cabling etc.

- IT Infrastructure components such as Servers, Databases, Networking & Security components, Storage media, Software and other IT components required at the Data Center.
- Integration, Commissioning & Acceptance Testing shall involve the completion of the Data Center site preparation, supply and installation of the required components, application and making the Data Center available to Punjab State for carrying out live Operations and getting the acceptance of the same from the Punjab State EGovernance Society, Chandigarh.
- Training on state data center infrastructure.
- All documentation generated during design, installation and commissioning phase shall always be made available to the Punjab State EGovernance Society, Chandigarh on request.

SDC is planned at:

**First Floor, Academic Block,
Mahatma Gandhi State Institute of Public Administration, Punjab (MGSIPA),
Institutional Area, Sector-26 Chandigarh-160019, India.**

Building, Approximate Distance between PAWAN and SDC would be approx 150 m. (Bidder is free to visit the site to do survey prior to bid submission. Permission for site visit has to be taken from the Nodal officer of SDC-Punjab project)

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

4.1.1 Design

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

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

A. Scalability

All components of the data center must support scalability to provide continuous growth to meet the requirements and demand of various departments. A scalable system is one that can handle increasing numbers of requests without adversely affecting the response time and throughput of the system. The Data Center should support both vertical (the growth of computational power within one operating environment) and horizontal scalability (leveraging multiple systems to

work together on a common problem in parallel). Modular design of the Data Center is an excellent strategy to address growth without major disruptions. A scalable SDC shall easily be expanded or upgraded on demand. Scalability is important because new computing component is constantly being deployed, either to replace legacy component or to support new missions.

Note: Details of scalability are covered component wise in the technical specifications in Volume II, Section XII, Annexure I – Technical Requirements.

In future if any new additional H/W & S/W is added in scalable manner, O&M charges will be 1.5 % per Qtr of respective H/W & S/W CAPEX.

In future if any new additional H/W is added in the SDC, O&M charges will be 1.5 % per Qtr of respective H/W CAPEX. O & M charges are only applicable for any additional core infrastructure hardware like physical, network, security and servers procured by the State. This additional hardware will be beyond the scalability mentioned in the RFP. This additional hardware procured will also be covered in by the SLA mentioned in the RFP.

B. Availability

All components of the data center must provide adequate redundancy to ensure high availability (as mentioned in BOM & technical specification of components in Volume 2) of the e-Governance applications and other Data Center services. Designing for availability assumes that systems will fail, and therefore the systems are configured to mask and recover from component or server failures with minimum application outage. The bidder shall make the provision for high availability for all the services of the data center. However, it will be achieved jointly by the DCO and the concerned Deptts.

C. Interoperability

The entire system/ subsystem should be interoperable, in order to support information flow and integration. Operating systems and storage technologies from several vendors must interact well with each other. These systems should also support the open architecture solutions such as XML, LDAP, SOAP, etc. where information/ data can be ported to any system, whenever desired.

D. Security

The SDC must provide an end-to-end security blanket to protect applications, services, data and the infrastructure from malicious attacks or theft from external (through internet) and internal (through intranet) hackers. Such attacks and theft should be controlled and well supported using Firewalls and Intrusion detection systems and well supported and implemented with the security policy. The virus and worms attacks should be well defended with Gateway level Anti-virus

system, along with workstation level Anti-virus mechanism. SDC should also endeavor to make use of the SSL/VPN technologies to have secured communication between Applications and its end users. Furthermore, all the system logs should be properly stored & archived for future analysis and forensics whenever desired.

The SDC layout should be divided into domains such as:

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

E. Manageability

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

F. Integration of SDC with SWAN

It should be taken care while designing SDC that provision for integration with SWAN and CSC is made, so that there should not be any bottleneck for accessing the SDC services from the offices connected using SWAN. In Punjab, SDC and SWAN are going to be co-located. Provisioning of bandwidth between the SDC and SWAN shall be the responsibility of SIA. The connectivity between SDC and SWAN is to be done through L3 Switch.. Since SDC and SWAN is colocated in the same building. The responsibility of connecting SWAN with SDC and providing any infrastructure required for the same and maintaining it will lie with DCO.

G. Internet bandwidth at SDC

Two redundant links of 10 Mbps or more each (1:1), from two different ISPs using separate last mile link, would be procured for initial SDC phase. Provisioning of the internet bandwidth is the responsibility of the State government. DCO will only liaison with the ISPs. Time to time bandwidth requirement shall be scaled up as per the requirement in future for which the cost will be borne by the Tendering Authority. However, the SIA would be reimbursing the cost of the bandwidth on actual to DCO. (this will not be part of QGR). DCO shall be responsible for co-ordination & liaison with ISP for internet links and ensure its availability.

The DCO shall be responsible for integrating the bandwidth at SDC.

- DCO would be able to provide monthly reports of bandwidth utilization and other various reports.

Liasioning, operation, maintenance and vendor management will be done by DCO for the entire duration of the contract. Connectivity between SWAN and SDC would be using a L3 switch.

H. Storage

An assessment of the storage requirement for the entire SDC environment envisaged in current RFP, should also be taken into consideration. DCO should design the storage solution (SAN/ NAS) keeping in mind the current requirement and its usage in line with SDC's objective. The storage system should be scalable enough to handle future requirements. The DCO should also adopt detailed System and Data back-up processes and methodologies, using industry standard tools to provide long term storage solution.

4.1.2 Supply / Installation

Punjab State Government has provided the necessary minimum constructed space for locating the SDC. Selected bidder shall arrange for necessary clearances which shall enable them to undertake civil, electrical, and mechanical works including false ceiling, partitioning, installation of electrical components, cable laying etc at the SDC site as per industry best practices and with highest category of input materials(ISI certified). Site can be inspected by bidder for accessing as-is-conditions.

The selected bidder would be required to undertake all the necessary civil, electrical, plumbing and mechanical works including false ceiling/ flooring, partitioning, installation of electrical component, cable laying and other necessary services to create the Non- IT/ Physical infrastructure.

The selected bidder shall be responsible for rearranging/ shifting of servers/ IT Components of SDC, within SDC premises as and when required.

The selected bidder shall procure and install all IT components, installation shall mean to install and configure / integrate every component and subsystem component, required for functioning of the Data center.

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

- Supply and Installation of
 - All active and passive components.
 - Physical infrastructure components such as UPS and Air-Conditioning System, Fire Detection and Control System, Diesel Generator Units, Lighting system, Power, CCTV Surveillance systems and cabling etc.
 - IT Infrastructure components such as Servers, Databases, Networking & Security components, Storage, Software and other IT components etc. required at the Data Center.
- Commissioning & Acceptance Testing shall involve the completion of the Data Center site preparation, supply and installation of the required components and making the Data Center available to Punjab State for carrying out live operations and getting the acceptance of the same from the Tendering Authority. For the purpose of testing and commissioning SUWIDHA application or any other application as recommended by PSeGS shall be finalized. The bidder is recommended to carry out preliminary study of the same. This application needs to be migrated to the new hardware as proposed in SDC, the bidder is expected, for the purpose of acceptance testing and commissioning, to facilitate in migration, hosting/loading & running of the application. Application migration would be responsibility of the user department however DCO would facilitate the department to migrate the application. Acceptance testing shall be carried out before the commencement of Live Operations. The Data Centre would be tested for the following parameters:
 - Electrical Requirements
 - Cooling & Environmental Control
 - Smoke & Fire Detection, Prevention & Suppression requirements
 - Surveillance & Physical Security
 - LAN Passive Components
 - IT Security
 - Successful hosting/ collocation of at least one departmental application.
- Training on State Data Center infrastructure.
- All documentation generated during design, installation, commissioning and training phase shall be mandatory and be made available to the Tendering Authority.

Note:

Bidder has to provide all the required latest System Software (OS, DBMS, Anti Virus,

Application Testing etc) including adequate number of licenses looking to CPU / Core mentioned, updates, patches and OEM support packs etc. valid for the project period to ensure that the system is properly updated. The bidder will ensure that prices/cost for all the software licenses discovered during the bid process will be valid for entire period of contract. DCO has to bring necessary equipment (Such as desktop, workstation etc...) required for day to day functioning of the data centre

#: Licensing: DCO has to provide all adequate number of licenses (for SDC users etc.) of software to meet the solution which shall be valid for the project period. The DCO has to produce evidence/ licenses to Tendering Authority.

#: All accessories (Soft, Hard etc.) required for any kind of components/ equipments to be installed in SDC shall be arranged by DCO at its own cost

4.1.3 Testing and Commissioning

Commissioning shall involve the completion of the Data Center site preparation, supply and installation of the required components and making the Data Center available to State for carrying out live operations and getting the acceptance of the same from the DeitY.

Acceptance test procedure has to be submitted by the bidder and approve by Department of Governance Reform / Punjab State E Governance Society/consultant.

“Detailed test plan shall be defined by the bidder and mutually agreed with PSEGS/ Consultant. This shall be submitted by DCO before FAT activity to be carried out.. Acceptance test procedures need to be finalized between the DCO and SIA before the FAT is scheduled. Test needs to be carried out as per approved ATP. If required, additional test(s) may be proposed by Tendering Authority and the same needs to be carried out by bidder. Any tools and equipment required for carrying out test(s) has/have to be arranged by the bidder at its own cost. FAT approving committee would be constituted by SIA/ State.”

Commissioning shall involve the completion of the

- 1) Data Center site preparation
- 2) Supply and installation of the required IT and Non-IT components.
- 3) Making the Data Center available to State for carrying out live operations
- 4) Getting the acceptance of the same from the DIT/ Tendering authority/ consultant.

SUWIDHA application has been finalized for the purpose of testing and commissioning. The bidder is recommended to carry out preliminary study of the application. Acceptance test procedure has to be submitted by the bidder and approved by Tendering Authority. Acceptance test procedures need to be finalized between the DCO and SIA before the FAT is scheduled.

Test needs to be carried out as per approved ATP. If required, additional test(s) may be proposed by Tendering Authority and the same needs to be carried out by bidder. Any tools and equipment required for carrying out test(s) has/have to be arranged by the bidder at its own cost. FAT approving committee would be constituted by SIA/ State.

4.1.4 Final Acceptance Testing

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

Prerequisite for Carrying out FAT activity:

- Detailed test plan shall be defined by the bidder and mutually agreed with PSEGS/ Consultant. This shall be submitted by DCO before FAT activity to be carried out.
- All documentation related to Punjab SDC and relevant acceptance test document (including IT Components, Non IT Components etc.) should be completed & submitted before the final acceptance test to the client (PSEGS).
- The training requirements as mentioned should be completed before the final acceptance test.
- Successful hosting of at least one departmental application. It is proposed to host “SUWIDHA application in the Punjab SDC for this FAT purpose.
- For both IT & Non-IT equipment's / software manuals / brochures / Data Sheets / CD / DVD / media for all the Punjab SDC supplied components
- The FAT shall include the following:
 - All hardware and software items must be installed at SDC site as per the specification.
 - Availability of all the defined services shall be verified.
 - The DCO shall be required to demonstrate all the features / facilities / functionalities as mentioned in the RFP.
 - The DCO will arrange the test equipment required for performance verification. Successful bidder will also provide documented test results.
 - The DCO shall be responsible for the security audit of the network to be carried out by a certified agency other than the successful bidder.

4.1.5 Training

The selected bidder shall conduct training after installation and commissioning has been completed. Training will be provided for max 15 people for max 8 - 10 days.. All the training material and other associated expenses shall be borne by the bidder. The training shall cover both IT and Non-IT components involved in the build up of SDC.

The selected bidder shall conduct training after installation and commissioning has been completed.

The selected bidder shall conduct training after installation and commissioning of the Data Center has been completed. Training will be provided as per SDC Training Schedule within SDC premises. All the training material and other associated expenses shall be borne by the bidder.

SDC Training Schedule			
S.No.	Training Description	Duration	Target Audience
A	Non-IT Training	4-5 days	Max 20 people (6-7 from CT and 4-7 as State nominated persons)
1	Data Center Design		
2	Overview of Non-IT Components		
3	Electrical Distribution System		
4	DG System & Operation		
5	UPS System & Operation		
6	PAC System & Operation		
7	Security System & Operation		
8	BMS System & Operation		
9	Data Cabling Overview		
B	IT Training	8-10 days	
1	Overview of IT Components		
2	Data Center Network Design		
3	Data Center IT Architecture		
4	Overview of Operating Systems		
5	Overview of Databases		
6	Overview of Storage & Backup setup		
7	Overview of EMS System		
8	L1 training for network equipments, Servers, Operating Systems, Databases, Security equipments		
C	SLA	2 day	
1	Overview of SLA Monitoring & Management		
D	Others	2-3 days	
1	Overview of Security Policy		
2	Do's and Don't		
3	Any other points/ topics (for e.g., Interoperability, consolidation, virtualization, etc...)		

Note: The above table is just an minimum indicative list of type of training to be provided by the DCO, however, the DCO is required to furnish the training details that the DCO will provide along with the time period of each of the types of training, the target audience for the respective training and the number of people that should attend the training.

4.1.6 Certification

The selected bidder would undertake the following certification as per timelines scheduled below. The bidder would be responsible for bearing all cost associated with the certification and its maintenance.

1. Structured cabling certification latest 1st Quarter of FMS contract.
2. ISO 27001 certification latest by 3rd Quarter of FMS contract
3. ISO 20000 certification latest by 3rd Quarter of FMS contract

4.1.7 Documentation

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

Indicative list of documents include:

- Project plan in MS project giving out micro level activities with milestones, dependencies and deadlines.
- Original manuals and CDs from OEMs.
- Training material will be provided which will include the presentations used for trainings and also the required relevant documents for the topics
- The selected bidder shall submit a complete set of Floor Layout Drawings, BMS components, Single Line diagram, a complete cabling system layout (as installed), including cable routing, telecommunication closets and telecommunication outlet/ connector designations. The layout shall detail locations of all components and indicate all wiring pathways.
- The bidder shall be responsible for preparing process documentation related to the operation and maintenance of each and every component of the SDC. The prepared process document shall be formally signed off by the Punjab State EGovernance Society, Punjab before completion of final acceptance test.
- The selected bidder shall document all the installation and commissioning procedures and provide the same to the state, within one week of the commissioning of SDC along with final configuration dumps and implemented solution details.
- The selected bidder shall be responsible for documenting configuration of all devices and keeping back up of all configuration files, so as to enable quick recovery in case of failure of devices.
- **MIS Reports:** The bidder shall provide the MIS reports for all the devices installed in the Data Center in a prescribed format and media as mutually agreed with the State on a Monthly basis. Whenever required by State Govt., DCO should be able to provide additional reports in a pre-specified format.

The following Quarterly MIS reports/ documents shall also be submitted by the Data Center Operator, while claiming the payment for the work done:

- IMAC (Install, Move, Add, Change) Report.
- Availability of different category of equipment
- Exception report indicating all calls completed beyond SLA, with calculation of non-performance deduction.
- Report on planned Preventive Maintenance schedules
- AAA Appliance/Server, Proxy Server, Uptime Report.
- Network Availability and Utilization Report.
- Server availability & usage reports
- Intrusion detection report, Application availability / non-availability report and reports required by Implementing Agency from time to time.
- Patch release update report(s)
- Any other report as desired by the SIA/CT/TPA will also be provided by the DCO as and when required.

4.2 Operations and Maintenance

The selected bidder will provide 24x7x365 operating and maintaining services for a period of 5 years from the date of final acceptance test. The scope of the services for overall Physical and IT infrastructure management as per ITIL framework during this period shall include 24x7X365 Monitoring, Maintenance and Management of the entire Data Center, along with providing Helpdesk services. The scope of work during the operations phase is divided into following areas which are listed below:

- System Administration, Maintenance and Management Services
- Network Management Services
- Backend Services
- Server and Storage Administration and Management Services
- Security Administration and Management Services
- Physical security services
- Backup & Restore Services
- Physical Infrastructure Management and Maintenance Services
- Helpdesk Services
- Database Management

- Preventive Maintenance Services
- Corrective Maintenance Services
- Asset Management Services
- Configuration/ Reconfiguration Management Services
- Vendor Management Services
- Virus Management
- Electricity & Diesel (POL) management
- Certifications
- Patch Release Update management (patch update for all software components possible and has to give a report every fortnight to the SIA)

The scope of work is limited to equipment/ components procured as part of this RFP by DCO for running of SDC. Later if any additional hardware or software is required for hosting of applications in SDC. All the additional hardware and software required ie. Storage, Licenses etc would be procured from the State funds by the State/ SIA & would be maintained by the DCO. However the DCO should extend support for the same as a part of operation & maintenance of the State Data Centre. For this operation & maintenance, SIA would pay 1.5% per quarter of the cost of the procurement of the hardware & software beyond the warranty period. The additional hardware procured will also be covered by the SLAs mentioned in this RFP.

4.2.1 System Administration, Maintenance & Management services

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

- a. 24x7x365 monitoring and management of the servers in the Data Center.
- b. Operating System administration, including but not limited to management of users, processes, preventive maintenance and management of servers including updates and patches to ensure that the system is properly updated at any given time.
- c. Installation and Re-installation of the server hardware in the event of system crash/ failures.
- d. Regular analysis of events and logs generated in all the sub-systems including but not limited to servers, operating systems, security devices, etc. to identify vulnerabilities. Action shall be taken in accordance with the results of the log analysis.
- e. Adoption of policies as defined by the state government/Tendering Authority and conforming to standards wherever applicable.

- f. Provide integration and user support on all supported servers and data storage systems.
- g. Troubleshoot problems with overall aspects of SDC equipments and Infrastructure. Problems shall be logged in at the Helpdesk and resolved as per the SLAs defined in this document.
- h. Manage and monitor server configuration, steady performance and activity of all servers
- i. Document for all equipments/ components configurations.
- j. OS Hardening to address security weaknesses in operation systems by implementing the latest OS and application patches, hotfixes and updates and following procedures and policies to reduce attacks and system down time.

4.2.2 Network Management Services

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

The services to be provided for Network Management include:

- a. Ensuring that the network is steady and available 24x7x365 as per the prescribed SLAs
- b. Attending to and resolving network failures and snags
- c. Support and maintain the overall network infrastructure including but not limited to LAN passive components, routers, switches etc.
- d. Configuration and backup of network devices including documentation of all configurations.
- e. 24x7x365 monitoring of the network to spot the problems immediately.
- f. Provide information on performance of Ethernet segments, including capacity utilization and error statistics for the segment and the top-contributing hosts, WAN links and routers
- g. Installation and Re-installation of the network devices in the event of crash/ failures.
- h. Tuning of various parameters to optimize performance and to ensure industry standard QoS with customization is being delivered.

4.2.3 Backend Services

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

The backend services include Directory Services for SDC which comprises of the following services:

- Domain management
- Group management
- User management
- Implementation of domain policies and standards etc.

Note: Directory services are to be used within SDC only.

4.2.4 Server and Storage Administration and Management Services

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

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

4.2.5 Security Administration and Management Services

The objective of this service is to provide a secure environment through the implementation of the state security policy (to be laid down by the Tendering Authority with the assistance from the Bidder). This service includes:

- a. Addressing the ongoing needs of security management including, but not limited to, monitoring of various devices/ tools such as firewall, IPS/IDS, content filtering and blocking, virus protection spam protection and vulnerability protection through implementation of proper patches and rules.
- b. Maintaining an updated knowledge base of all the published security vulnerabilities and virus threats for related software and microcode etc.
- c. Ensuring that latest patches/ workarounds for identified vulnerabilities are applied immediately.
- d. Respond to security breaches or other security incidents and coordinate with respective OEM in case a new threat is observed to ensure that workaround / patch is made available for the same.
- e. Provide a well-designed photo identity management system, security of physical and digital assets, data and network security, infrastructure security backup and recovery etc. Smart card system is industry standard and therefore it may be adopted.
- f. Maintenance and management of security devices, including, but not limited to maintaining firewall services to restrict network protocols and traffic, detecting intrusions or unauthorized access to networks, systems, services, applications or data, protecting data, email, gateways, firewalls, servers, from viruses.
- g. Ensuring that the security policy is maintained and updates to the same are made regularly as per ISO 270001, BS 7799 and BS 15000 guidelines.
- h. Compliance of security regulations defined by Govt. or any other Govt. Authorized agency such as CERT-IN, ORG.IN etc.
- i. Data security audit to be done by third party audit firm every six months or as directed by the Tendering Authority.

4.2.6 Physical Security Services

The objective of this service is to provide a physically secure environment through the presence of physical security guards. Manpower would be as per Manpower requirements table as specified in the tender document. This service includes:

- a. Monitoring bonafide personnel enter the datacenter.
- b. Frisk bags of personnel entering the datacenter to ensure that it does not contain any item/ device which can be used to breach information security at the datacenter.
- c. Security personnel are well versed with ISO 27001 requirements of physical security.
- d. Primary checking by help of various accessories / equipments is DCO's responsibility.
- e. Secure placement of original manuals, CDs, Backups, Media etc management.

- f. In case FM200 gas is used/ consumed/ leaked or finished by any reason, bidder has to refill it. The charges for this will be borne by the bidder.
- g. In case FM200 gas is consumed due to any reason (other than mock test) it has to be refilled by the DCO at his own cost as per standards (certified by OEM) within 2 weeks from the date of release of gas. Meanwhile the DCO has to provide fire extinguishers min. 10 cylinders of 4.5 lit (indicative qty and vol.) for fire suppression. However, DCO may provide more numbers of fire extinguishers to meet the SLA at its own cost.

4.2.7 Backup and Restore Services

- a. Backup of storage as per the defined policies (to be framed by the Tendering Authority with assistance from the bidder).
- b. Monitoring and enhancing the performance of scheduled backups, Schedule regular testing of backups and ensuring adherence to related retention policies as defined by the state
- c. Prompt execution of on-demand backups of volumes and files whenever required or in case of upgrades and configuration changes to the system.
- d. Real-time monitoring, log maintenance and reporting of backup status on a regular basis.
- e. Media management tasks, including, but not limited to, tagging, cross-referencing, storing, logging, testing, and vaulting in fire proof cabinets (onsite). The DCO shall provide Offsite media storage security and will have to bear the expenses of such activities outside location. Outside locations is to be decided by the state govt. presently, the retention period for finance related data would be 7 yrs and for others it would be 7 months. The state may frame policies in this regard from time to time which shall be adhered to by the DCO.
- f. 24x7x 365 supports for file and volume restoration requests at the Data Center.
- g. All consumables in terms of Tapes/Ink cartridges/ FM200 gas, etc needs to be provided by the bidder in line with backup and data retention policy.

4.2.8 Physical Infrastructure Management and Maintenance Services

All the devices that will be installed in the Data Center as part of the physical infrastructure should be SNMP enabled (wherever possible) and shall be centrally and remotely monitored and managed on a 24x7x365 basis. Industry leading infrastructure management solution should be deployed to facilitate monitoring and management of the Data Center Infrastructure on one

integrated console. The physical infrastructure management and maintenance services shall include:

- a. Proactive and reactive maintenance, repair and replacement of defective components (IT and Non-IT/ Hardware and Software). The cost for repair and replacement shall be borne by the selected bidder.
- b. The selected bidder shall have to stock and provide adequate onsite and offsite spare parts and spare component to ensure that the uptime commitment as per SLA is met. To provide this service it is important for the selected bidder to have back to back arrangement with the OEMs. The selected bidder needs to provide a copy of the SLA/ MOU signed with the respective OEMs.
- c. Component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent or higher configuration) within the time frame indicated in the Service Level Agreement (SLA). In case the selected bidder fails to meet the above standards of maintenance, there will be a penalty as specified in the SLA.
- d. The selected bidder shall also maintain records of all maintenance of the system and shall maintain a logbook on-site that may be inspected by Tendering Authority/ Govt. authorized personnel at any time.
- e. The selected bidder shall ensure proper and regular cleaning of the SDC premises and its material like glass, floor, tapestry, blinds, furnishing material etc.
- f. The selected bidder must replace, with immediate effect, any damage to physical, infrastructure, equipment, data, etc caused by any calamity/ fire/ theft/ disaster/ riot/ unrest etc.

4.2.9 Helpdesk Services

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

- a. 24x7x365 Help Desk facility for reporting issues / problems with the IT infrastructure.
- b. To provide a service desk facility and set up all necessary channels for reporting issues to helpdesk. The incident reporting channels will be the following:
- c. Specific E-Mail account
- d. Dedicated Phone Numbers
- e. Fax
- f. To implement a call logging system in line with the severity levels as mentioned in the SLA.

- g.** The Help Desk shall undertake the following activities:
- i. Log issues / complaints related to IT infrastructure at the Data Center under the scope of work and issue an ID number against the issue / complaint.
 - ii. Assign severity level to each issue / complaint.
 - iii. Track each issue / complaint to resolution.
 - iv. Escalate the issues / complaints, to Tendering Authority, if necessary, as per the escalation matrix defined in discussion with Tendering Authority.
 - v. Provide feedback to the callers.
 - vi. Analyze the issue / complaint statistics
 - vii. Creation of knowledge base on frequently asked questions to aid the users of the IT infrastructure.
- h.** Provisioning of requisite number of Help Desk software licenses for operating the Helpdesk facilities.

4.2.10 Database Management

- DCO will make use of OEM as well as performance and monitoring tools to monitor and manage database.
- DCO will undertake tasks of managing changes to database schema, disk space, storage, user roles.
- DCO will periodically perform configuration checks to provide fine tuning inputs to SDC with respect to performance and proactive identification of potential problems
- DCO will provide performance monitoring and tuning of the databases on a regular basis as well as proactive health checkup.
- DCO will manage patch upgrade as and when required with planned minimal downtime and also conduct regular backups for all databases in accordance with the backup and archive policies and conduct recovery whenever required, in adherence to change management process.
- Installing client software (The Apps are to be provided by client deptts. for installation & it will be jointly done by DCO & client department) and configuring database connectivity, applying Software patch as provided.
- DCO will provide database performance and health reports to the tendering authority as per standards.

4.2.11 Preventive Maintenance Services

- Check, Repair/ Replace any loose contacts in the cables/ connectors & connections on a regular basis.
- Conduct preventive maintenance every three months or as directed by the Tendering Authority (including inspection, testing, satisfactory execution of diagnostics and necessary repairing of the equipment).
- Cleaning and removal of dust, dirt etc. from the interior and exterior of the equipment on a daily basis.
- Preventive Maintenance Activities of components as per their manufactures' recommendation/ advice.
- The Datacenter operator will keep a web based monitoring format and schedule of preventive maintenance services and shall provide reports to the Tendering Authority whenever asked for.
- The Preventive Maintenance shall be carried out in Non Prime Hours only under intimation to Tendering Authority.

4.2.12 Corrective Maintenance Services

- Warranty and maintenance/ troubleshooting of hardware problem of all supplied IT Infrastructure including network (active / passive) equipments, Security, etc and support infrastructure equipments UPS, AC, DG Sets etc and rectification of the same.
- Troubleshooting of problems arising in the network and resolving the same.
- Documentation of problems, isolation, cause and rectification procedures for building knowledge base for the known problems.
- The Datacenter operator will keep a web based monitoring format (including registration of complaints/ problems) of corrective maintenance services and shall provide to the Tendering Authority as and when required.

4.2.13 Asset Management Services

- The Datacenter OPERATOR shall be required to create database of all the equipments/ software procured/ Installed under SDC Project. The details of all assets like hardware, software, peripherals, manuals, media and other related peripherals, etc., shall be maintained by recording information like make, model, configuration details, serial numbers, licensing agreements, warranty, place of installation etc.
- Record installation and removal of any equipment from the Datacenter network and inform Tendering Authority even if it is temporary.

- Create Software details with information such as Licenses, Version Numbers and Registration Details.
- Perform software license management, notify the Tendering Authority on licensing contract renewal and assist them in getting the license renewed.
- Asset Management services of Datacenter operator must conform to ITIL framework.
- The DCO shall keep a web based online asset management system with an access to tendering authority and auditor. The Asset Management System should have the capabilities to get all desired reports without any delay.

4.2.14 Configuration/ Reconfiguration Management Services

The Datacenter Operator shall maintain complete configuration including reconfiguration at no cost (on demand) (in hardcopy & softcopy) for all equipment

The DCO shall define change management procedures and also ensure that no unwarranted changes are carried out in the entire network or its constituents. Any changes shall be incorporated with prior approval of the tendering authority.

- The DCO shall do proper version management of these configurations as they are bound to change from time to time.
- These configurations shall not be accessible in general and must be kept confidential.

4.2.15 Vendor Management Services

- The Data Center OPERATOR shall coordinate with all the vendors for upkeep of equipment deployed in the Datacenter to meet the SLA and shall liaison with various vendors/OEMS/Suppliers/Contractors for related works, equipment & Services.
- The Datacenter OPERATOR shall also maintain authenticated and verified database of the various vendors and service providers for SDC, including authenticated details of deputed persons like contact person, with complete address, telephone & mobile numbers, email, escalation matrix, response time and resolution time commitments etc. Police verification may be sought by the Tendering Authority in case of deployment of manpower by the OPERATOR.
- The Datacenter OPERATOR shall, if required, escalate and log calls with different vendors/ OEM's and internet service providers and coordinate with them to get the problems resolved.
- Application Hosting services – Hosting of Apps from time to time as may be required by the state Govt. Departments / Organizations. Before hosting of applications it must be scanned by some SW for its non pervasive / nondestructive nature to SDC.

4.2.16 Virus Management

The Datacenter operator shall be responsible for Virus Management within entire SDC. The Datacenter Operator shall prepare and implement a Virus Management policy at appropriate levels and install required equipments/ Software at no extra cost including adequate number of licenses for use inside the Data Centre.

4.2.17 Electricity and Diesel Management

The Datacenter operator shall be responsible for Electricity and Diesel Management for the entire project period. The Datacenter Operator shall ensure that diesel shall be there in the DG sets all the time for at least running 8hrs of DG sets in case of power failure. DCO has to maintain register for monitoring and reimbursing the diesel consumption for the DG set.

4.2.18 Procedure for monitoring and reimbursing the Diesel consumption for the DG set:

The following method will be applied to monitor the diesel consumption by the DG sets:

1. Initial diesel fill (for all the diesel tanks) will be done by the DCO. This will be included in the bid value
2. SIA reserves the right to get install two locks for the diesel tanks. One key could be with the DCO and other key will be with the SIA nominated person for monitoring. (This process needs to be carefully implemented to ensure that data centre operations do not get impaired due to non-availability of either of the persons).
3. There will be a register maintained and kept with the DCO showing the following columns:

S.No	Date of reading taken on tank 1	Fuel Available	Date of fill on tank 1	Total fuel as on date	Signature of SIA designated person	Signature of DCO
1						
2						

4. Reimbursement of diesel cost shall be done on Quarterly basis.
5. DCO would be required to submit original bills of the fuel station along with their invoice for reimbursement.
6. SIA shall verify the diesel consumption from the log book maintained and MIS generated.
7. The DCO will submit the bill (original bills of petrol/diesel pump) for every purchase along with their invoice for reimbursement.
8. Payment will be processed by SIA based upon verification of bill with the register entry on quarterly basis.
9. Error of measurement is acceptable upto 2% of the capacity

Note: Similar registers have to be maintained for tank 2 and 3.

Location for placement of DG sets - First floor beyond the <> Building. Bidders are advised to visit the site and see the place during and before/after pre-bid meeting. They have to submit a drawing for the same in the bid.

The bidder has to ensure that there is an automatic system installed which allows for measurement of the diesel consumed and this system should also be integrated with Building Management System (BMS). The BMS should provide the overall statistics of the power availability and source of power. The Flow meter concept that has to be used for this is as mentioned in Vol – 2 of the RFP.

4.3 Certifications

4.3.1 ISO 27001 Certification:

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

DCO have to ensure to establish Plan-Do-Check-Act (PDCA) model for the ISMS, DCO would be responsible for establishing, operating, monitoring, reviewing, maintaining and improving the Information Security Management System at the Punjab SDC. **For the purpose DCO shall implement I ISO/IEC 27001 standard and get certification from STQC** before the completion of IIIrd quarter of implementation of SDC. If the DCO is not able to obtain the certification by the end of third quarter then all the subsequent QGRs will be deferred.

DCO have to take consent of PSeGS in case of any changes required in policy manual or documentation or in forming of Information security organization or as required.

DCO has to plan and implement data centre as per ISO/IEC 27001 standard. DCO should be made responsible to apply, obtain and maintain the ISO 27001 certification for the project duration. The cost incurred for obtaining and maintaining the certification shall be borne by the DCO.

The technology solution should comply with ISO27001 standards. Subsequently periodic surveillance audits must be carried out. The Surveillance Audit will be carried by Data Centre Operator (DCO) & the cost of the surveillance audit would be borne by the bidder. Result should be submitted to PSEGS for evaluation and verification.

The ISO 27001 certification would be obtained by the DCO latest by end of third Quarter of the Operations phase failing which the subsequent QGR's will deferred till the certifications is obtained.

ISO 27001 should start immediately on completion of FAT and the certificate should be obtained before the end of the 3rd Quarter. Certification compliance audit would be done every year and in case report reflects non-compliance, subsequent QGR would be deferred till complete compliance is achieved. All the Cost towards certification and its maintenance over five years will be borne by the bidder for the entire duration of the contract.

4.3.1.1 ISO 27001 ISMS Standards

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

DCO have to ensure to establish Plan-Do-Check-Act (PDCA) model for the ISMS, DCO would be responsible for establishing, operating, monitoring, reviewing, maintaining and improving the Information Security Management System (ISMS) at the Punjab SDC. **For the purpose DCO shall implement I ISO/IEC 27001 standard and get certification from STQC.** DCO have to take consent of PSEGS in case of any changes required in policy manual or documentation or in forming of Information security organization or as required.

DCO has to plan and implement data centre as per ISO/IEC 27001 standard. DCO should be made responsible to apply, obtain and maintain the ISO 27001 certification for the project duration. The cost incurred for obtaining and maintaining the certification shall be borne by the DCO.

The technology solution should comply with ISO27001 standards and the DCO has to get the certificate of the same within three quarters from the date of start of successful operations of the Data Centre. Subsequently periodic surveillance audits must be carried out **“Maintenance activity after obtaining the certification is the responsibility of the DCO. Also, the DCO has to submit a report within a week of completion of the maintenance activity as defined in the certification, failing which the subsequent QGRs will be deferred.”** The ISO 27001 certification would be obtained by the DCO latest by end of third Quarter of the Operations phase failing which the subsequent QGR's will deferred till the certifications is obtained.

4.3.2 ISO 20000 Certification:

Bidders are required to submit the ISO 20000 implementation cum certification plan as part of their technical proposal. This plan should be comprehensive enough and will include the milestones, description, timelines etc. DCO shall implement ISO 20000 standard and get certification from the certification body before the completion of IIIrd Quarter of implementation of SDC.

ISO 20000 certification should be completed by the DCO before the completion of the FAT. Maintenance activity after obtaining the certification is the responsibility of the DCO. Also, the DCO has to submit a report within a week of completion of the maintenance activity as defined in the certification, failing which the subsequent QGRs will be deferred.”

“Maintenance activity after obtaining the certification is the responsibility of the DCO. Also, the DCO has to submit a report within a week of completion of the maintenance activity as defined in the certification, failing which the subsequent QGRs will be deferred.”

All the Cost towards certification & maintenance of the certificates will be borne by the bidder for the entire project period. If the DCO is not able to obtain the certification by the required time then all the subsequent QGRs will be deferred. 'Certification compliance audit would be done

every year and in case report reflects non-compliance, subsequent QGR would be deferred till complete compliance is achieved

4.3.2.1 ISO 20000 ITIL (Information Technology Infrastructure Library) Standard

Bidders are required to submit the ISO 20000 (ITSM/ITIL) implementation cum certification plan as part of their technical proposal. This plan should be comprehensive enough and will include the milestones, description, timelines etc. ISO/IEC 20000 adoption in Punjab SDC infrastructure helps in ascertaining that the Services delivered to the PSEGS / User Departments by the DCO are:

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

DCO shall be responsible to implement ISO/IEC 20000 standard which shall promote the adoption of an integrated process approach to effectively deliver managed services to meet the SDC, PSEGS and User Departments. The ISO 20000 certification would be obtained by the DCO latest by the end of third Quarter of the Operations phase failing which the subsequent QGRs will be deferred till the certifications is obtained. **Maintenance activity after obtaining the certification is the responsibility of the DCO. Also, the DCO has to submit a report within a week of completion of the maintenance activity as defined in the certification, failing which the subsequent QGRs will be deferred.**

Following methodologies are proposed for ITSM/ITIL standard:

PDCA (Plan-Do-Check-Act) methodology shall be adopted to implement ISO 20000 standard to establish the objectives and processes necessary to deliver results in accordance with PSEGS requirements as well as the SDC policies and to Implement the processes accordingly. DCO shall monitor and measure processes and services against policies objectives and requirements and report the results and take actions on the differences and continually improve process performance.

- Alignment of information technology services and strategy.
- To create a formal framework for current service improvement projects.
- To improve relationship between different departments via better definitions & more clarity in terms of responsibility and goals.
- To create stable framework for both resource training and service management automation.

4.4 Exit Management

Exit management shall involve the complete handover of the data center operations to the team identified by PSEGS, which would take care of SDC operations after the tenure of the DCO

ends after five years. Exit Plan has to be submitted by the DCO and approved by PSEGS/ Department of Governance Reform/ Consultant.

Exit procedure needs to be carried out as per approved Exit Plan. Exit Plan would include transfer of Intellectual property, transfer of assets, knowledge transfer and smooth transition from DCO operation and maintenance team to new team selected and managed by PSEGS.

The scope of work is limited to equipment/ components procured as part of this RFP by DCO for running of SDC. Later if any additional hardware or software is required for hosting of applications in SDC. All the additional hardware and software required ie. Storage, Licenses etc would be procured from the State funds by the State/ SIA & would be maintained by the DCO. However the DCO should extend support for the same as a part of operation & maintenance of the State Data Centre. For this operation & maintenance, SIA would pay 1.5% per quarter of the cost of the procurement of the hardware beyond the warranty period. The additional hardware procured will also be covered by the SLAs mentioned in this RFP.

The DCO shall provide the Tendering authority with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the Agreement as a whole and in relation to the Project Implementation, and the Operation and Management SLA.

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

Plans for the communication with such of the DCO sub contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer.

(If applicable) proposed arrangements for the segregation of the Implementing agency's networks from the networks employed by Project and identification of specific security tasks necessary at termination

Plans for provision of contingent support to Project and Replacement Implementing agency for a reasonable period after transfer.

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

Each Exit Management Plan shall be presented by the DCO to and approved by the PSeGS, GoP or its nominated agencies.

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

During the exit management period, the DCO shall use its best efforts to deliver the services.

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

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

The DCO shall also provide all kind of technical support to designated agency while transferring the project and hand hold the project for at least one month to enable designated agency develop sufficient skills for smooth maintenance and operations of the network.

Scope of Transfer Phase

AT the end of the contract period, the DCO shall transfer the ownership of all equipments, Software etc in the Name of Tendering Authority and after transfer handover all the equipments/ software/ Components supplied and installed under the project as per Purchase order along with media, manuals, documentation to the tendering authority or its nominee in up and running condition with a site wise Stock Registers

The successful bidder shall hand over the entire physical and intellectual infrastructure deployed under the project in good running condition and supported by respective reports (in form of Hard and Soft copy), documents, updates/ upgrades record pertaining to software for networking equipment, security solutions, operating systems, Help/ Service Desk, tools deployed for service level management, facility management, configuration management, etc. The DCO shall also provide complete inventory record of all the equipment including necessary tools installed and operational along with their maintenance record at the time of Handover of the project. However, at the time of actual handover the tendering authority may ask DCO to provide any information related to the project which may not be covered in this section. DCO has to unconditionally provide all such information to tendering authority or tendering authority's nominee within desired timeframe in unobtrusive way. DCO would be providing such information without any additional cost to tendering authority. Failure to provide such information in time shall be treated as breach of contract.

EMPLOYEES

Promptly on reasonable request at any time during the exit management period, the DCO shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to PSeGS, GoP a list of all employees (with job titles) of the Implementing agency dedicated to providing the services at the commencement of the exit management period.

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

In the case of termination of the Project Implementation and/or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.

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

4.5 Roles and Responsibilities

4.5.1 Roles & Responsibilities of Composite Team:

A composite team shall be formed which will be mainly responsible for

- i. Overall Management of SDC
- ii. Change Management Board of SDC

4.5.2 iii. Interface with User Departments for services provided by SDC Summary of Roles of Responsibilities

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

SG- State Government and Program Management Unit of state

UD - User departments

Con - Consultant

DCO - Data Center Operator / Bidder

TPA -Third Party Agency

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

SWO - SWAN Operator

CT – Composite Team

Table 1: Summary of roles and responsibilities of stakeholders

S.N	Activity	SG	DCO	Con	TPA	UD	DIT/GOI	CT	SWO	Remarks
1.	Providing Guidelines for SDC						Y			
2.	Provision of SDC Building Space	Y								DC Space by SG free of cost
3	Security Policy	Y		Y			Y	Y		
4.	Backup Policy	Y		Y				Y		
5.	Bid process management	Y		Y						
6	Site preparation of SDC Facilities		Y							
7	Procurement and installation of IT and non-IT Infrastructure and equipment for SDC		Y							

8	Acceptance Testing	Y	Y	Y				Y		As per Acceptance Test Plan agreed upon
9	SLA Audit				Y			Y		
10	Providing the required bandwidth for connecting the SDC to SWAN SHQ	Y							Y	SG/ SWO shall be responsible for bandwidth provisioning. However, DCO shall also ensure such bandwidth are integrated seamlessly with SDC Infrastructure. SG/ SWO shall also undertake operational and maintenance issues for this link.
11.	Operations & Management of the SDC infrastructure as per SLA		Y							* State Government would be responsible for providing policies for management as per DIT guidelines

12.	Offsite data backup	Y	Y							<p>"Media management tasks, including, but not limited to, tagging, cross-referencing, storing, logging, testing, and vaulting in fire proof cabinets (onsite and offsite). The DCO shall provide required chest and access control of offsite media storage & security and will have to bear the expenses of such activities outside location. The SIA/State will provide a suitable site/place for offsite storage of media and provide security personal for transportation of media as well as at offsite location. The DCO will be responsible for all backup of the data stored on the SAN as well as servers, brought under this RFP. For any other backup activity related to user department, the media is the responsibility of the user department, backup activity will be facilitated by DCO. Provisioning offsite space and the transfer of backup disks from data center to the offsite location would be the responsibility of state</p>
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13.	Physical security, safeguard against theft and misuse, upkeep and availability of all SDC equipment and components for the duration of the entire project period.		Y							
14.	Recurring expenditure like electricity, diesel, during implementation and post implementation	Y	Y							The recurring expenditure of the electricity, diesel, cost of power, need to be bone by the bidder during the implementation period. During the post implementation period (after successful completion of FAT), the State will reimburse the cost to the DCO on submission of the actual bills to the SIA.
15.	Providing dedicated raw power with energy meter to the SDC	Y								Though SIA shall provision for raw power (e.g. through transformer), DCO shall be responsible for provisioning of power from transformer to the SDC. It will also include commissioning of related electrical cabling, electrical panels and equipments including separate power meter for measurements which shall be in the name of SIA
16.	Obtain regulatory and other clearances for setting up the SDC	Y	Y							

17.	CT manpower cost	Y								Funding to be provided by GOI
18.	Change Management Board	Y	Y					Y		Change Management Board would meet each week
19.	Cost of additional Licenses and upgrades	Y								
20.	Physical Security of SDC		Y					Y		Physical security shall be under the supervision of the Composite Team
21	Grid power availability till input breaker terminal of the DC LT panel	Y								Though SIA shall provision for raw power (e.g. through transformer), DCO shall be responsible for provisioning of power from transformer to the SDC. It will also include commissioning of related electrical cabling, electrical panels and equipments including separate power meter for measurements which shall be in the name of SIA.
22.	2X10 Mbps internet bandwidth	Y	Y							Provisioning of the internet bandwidth is the responsibility of the State government. DCO will only liaison with the ISPs. The recurrent cost of internet bandwidth shall be reimbursed to the DCO on actual. DCO has to help in liasioning and do all types of co-ordination required with the ISP
23	Obtaining and maintaining the Structured Cabling, ISO 27001 and ISO 20000 certification		Y							

24	Site strengthening		NA							DCO has to do the required to strengthen the site and bring it to the required load bearing capacity.
25	Integration of SWAN & SDC Connectivity		Y							The responsibility of connecting SWAN with SDC and providing any infrastructure required for the same and maintaining it will lies with DCO.
26	Facilitate seamless integration with BCP / DR site		Y							DCO will make all necessary arrangement and facilitate state to integrate SDC with DR site as and when required.

4.6 Estimated Timelines

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

Tentative Time Schedule for Implementation & Operations of SDC.

Week	Activity	Remarks
T + 0	Project Kick-off	This would be done after Contract Signing between SG (State Govt.) & DCO
T + 1	Site Survey & Feasibility for SDC	SDC site to be provided by SG
T + 2	Preparation & submission of SDC Floor Lay-out by DCO	
T + 4	Approval of SDC Floor Lay-out by State	To be obtained within 10 days
T + 4	Availability of 3-Phase raw power / transformer set-up	State government has to ensure 3-Phase supply & Transformer set-up
T + 5	Detailed Designing of Physical Infrastructure (including procurement of SDC Components)	Report to be prepared by DCO
T + 15	<ul style="list-style-type: none"> ▪ Site Preparation & Build-up ▪ Foundation for DG Set ▪ Civil Work for SDC ▪ Earthing pits ▪ Laying of electrical cable trays for electrical wiring, lighting, fixture & point wiring ▪ Laying of Cables for Access control, fire alarms, smoke detectors, CCTV ▪ Power Cabling from DG Set, to Electrical & sub-distribution panel ▪ Partitioning of Walls ▪ Installation of HVAC, DG-Set, BMS, Fire Alarm, CCTV, HSSD/ VESDA, Rodent, ▪ Water Leak, DVR 	DCO has to carryout Civil work and installation all the non-IT components of SDC

Week	Activity	Remarks
T + 17	Testing of HVAC, DG-Set, access Control, UPS, CCTV, DVR	
T + 21	Installation & Testing of IT components (Switches/ Router / Server / Security / Hardware / Software / Database / bandwidth) including laying LAN cables	
T + 23	Security Level Design Document & implementation of Security policy	
T + 24	Commissioning of non-IT & IT components	
T + 24	Design document & manuals handover to end customer	
T + 24	User Acceptance Test	
T + 21-23	Training	Max 20 persons for max 20 days
T + 24	Project Sign-off	O&M period shall start immediately after project signoff

4.7 Resource Requirement: *Manpower Resources*

DCO Operations and Management would be done by a combined team consisting of DCO team and the Composite team constituted by the State.

The composite team should consist of 2-3 personnel from Punjab State NIC and 2-3 personnel from PSEGS.

The composite team will be mainly responsible for

1. Overall Management of SDC
2. Change Management Board of SDC
3. Interface with User Departments for services provided by SDC.

4.7.1 Minimum Manpower Resources: (INDICATIVE)

S. N (1)	Role (2)	Onsite		Min Qualification, Relevant Experience & Certifications (5)	Additional Manpower (6)
		PWH (3)	EWH (4)		
1	DC Project Manager	1	☎	<ul style="list-style-type: none"> B.E./B.Tech/ MCA + MBA/ PGDBM with minimum 10 Years' experience PMP / PRINCE Certified. Minimum 3 years' experience in managing mid-size Data Centre. 	-
2	Technical specialist Network & Security	2	1	B.E./ B.Tech/MCA with minimum 5 Years relevant experience, CCNA, CCSP / CISSP or equivalent.	-
3	Technical specialist Server, Storage	1	☎	B.E./B.Tech/MCA, 5 Years relevant experience, OEM certified L2 engineer on Server, Storage.	1
4	Technical specialist Backup	☎	1	B.E./B.Tech, 5 Years, OEM certified L2 engineer on backup	
5	Technical specialist EMS	1	☎	B.E./ B.Tech, 5 Years relevant experience, OEM certified L2 engineer on EMS	1
6	Database Admin	2	☎	B.E./ B.Tech/MCA, 5 Years relevant experience, OEM certified level 2 / 3 on DB	1
7	Helpdesk Coordinators	2	1	Technical Graduate/ Diploma, 2 Years relevant experience, Relevant OEM certified	1
8	BMS support	2	1	Graduate/ Diploma, 2 Years relevant experience, 1 Person with 2 Years relevant experience in BMS; 1 Person with 1 Year relevant experience in fire fighting & safety; 1 Person with 1 Year relevant Experience in DG, UPS & electrical works	-
9	Physical Security	2	2	Graduate/ Diploma, 2 Years Relevant experience	
10	Housekeeping	2	-	Relevant Housekeeping Experience	-
11	Support/ Back office	1		Graduate/ Diploma, 2 Years, Relevant experience, ITIL Knowledge	-
	Total	16	6		4

☎ support will be available on call

- a. The minimum professional manpower (in column 3,4) for FMS shall be applicable for 1 Rack to 20 Racks (indicative but not limited to this number) and the manpower in column 6 shall be deployed in addition to the mentioned in column 3, 4 when additional applications requirements so demands and shall remain there till project period.
- b. These are the minimum figures and Bidder shall account for the necessary manpower as required to meet the above requirements and the SLA terms. In cases where 24 x 7 manpower deployments is not being done, the support should be available on 24 x 7 basis as and when required and support personnel should be available over phone or suitable means. On critical situations or when directed by the tendering authority, the support personnel must be available on site. Non availability of the support personnel as stated above will be treated equivalent to single occasion downtime for critical components. In case if there is a change required in the available resources deployed at SDC, the DCO has to replace with suitable new resource of same or higher qualification and relevant experience. Any resource replacement at any point of time during the entire contractual period shall be pre intimated to PSEGS in writing at least 25 working days in advance. However the DCO has to take approval of the profile of the new resource from the PIC.
- c. Physical Security of the DCO will be the responsibility of the DCO. DCO shall deploy at least two security guard per shift for managing physical security operations. The DCO shall post an on-site dedicated Project Manager to look after the entire operation of the Datacenter with his/her on-site team. The Project Manager shall coordinate with the designated officer of PSEGS. DCO shall appoint as many team members, over and above the manpower specified, as deemed fit by them, to meet the time Schedule and SLA requirements. PSEGS would not be liable to pay any additional cost for this. DCO shall always maintain above minimum manpower on-site throughout the period of the contract. Employee movement by the DCO has to be approved by the PSEGS. The above resource requirement is indicative and the DCO is required to provide on a timely basis additional resources to meet growing requirements (for e.g. in future if other databases/ application are installed in the SDC, appropriate resources will have to be made available to manage the same or the DCO needs to ensure that the already existing Database administrator is capable of managing any database used in the SDC). Weekly attendance report needs to be submitted to PSEGS for certification. The deputed officials shall have no criminal record and should be deputed after background check.
- d. Any replaced / substituted resource must qualify the RFP criteria and shall be approved/ evaluated by the PSEGS. Resource can only be on board after approval and satisfaction of PSEGS. The required documents for evaluation must be provided to the PSEGS as per standard format of technical bid. PSEGS may ask for extra documentation for support wherever required.

e. **Man-month Rates:** Bidder has to provide the Man month Rate (inclusive of all taxes & duties) as additional part of commercial bid for the following resource category in form “C” of summary of Cost Component (10.2.4). These resource wise rates shall not be used for any type of Bid evaluation purpose however the same shall be referred for calculation of any contract extension/penalty imposition or any other requirement during total contractual period, if needed.

<u>Sr. No.</u>	<u>Resource Category</u>
1.	DC Project Manager
2.	Technical specialist – Network & Security
3.	Technical specialist – Server Storage
4.	Technical specialist – Backup
5.	Technical specialist – EMS
6.	Database Admin

4.8 Role Description

Ongoing operations and maintenance of the State Data Centre shall comprise of the following functions. Please note that these are the functions to be performed by the operations and maintenance team and one person in the team can perform one or more functions at any point in time except the Project Manager.

Project Management

Project Management is one the important activities for the management of a Data Center. The project Manager is responsible throughout the project for communication, planning, coordination and problem resolution. Project Management for SDC shall be responsible for ensuring timely delivery of expectations on SDC as expressed from time-to-time by the department of E-Governance. Project Management shall comprise of following activities:

- Coordination with all the project stakeholders (State Implementation Committee, Nodal Agency, User Departments, vendors, if any) to ensure that all Data Centre activities are carried out in a timely manner.
- Coordination with vendors and OEMs to ensure that time and equipment dependencies are optimally managed
- Initiation of corrective action against any identified delays, shortages, ambiguities, or other problems.
- Single point of contact for the user departments that host applications at SDC.
- Preparation of plans and schedules, tracking project progress and timelines.
- Risk Management and escalation to higher levels for mitigation.
- Regular Status reporting
- Participation in steering committee meetings and dispute / issue resolution process.

System Administration & Management

- Configuration of server parameters, operating systems administration and tuning.
- Operating system administration, including but not limited to management of users, processes, resource contention, preventive maintenance and management of updates and patches to ensure that the system is properly updated.
- Re-installation in the event of system crash/failures.
- Maintenance of a log of the performance monitoring of servers including but not limited to monitoring CPU, disk space, memory utilization, I/O utilization, etc.
- Event log analysis generated in all the sub systems including but not limited to servers, operating systems, databases, applications, security devices, messaging, etc.
- Ensuring that the logs are backed up and truncated at regular intervals.

- Periodic health check of the systems, troubleshooting problems, analyzing and implementing rectification measures.
- Ensuring the upkeep of existing systems that would be reused and also incorporate necessary changes for new applications if any during the tenure of the contract.
- Troubleshooting issues in the infrastructure, network and application of ITD to determine the areas where fixes are required and ensuring resolution of the same.
- Identification, diagnosis and resolution of problem areas pertaining to the SDC infrastructure and application and maintenance of assured SLA levels.
- Implementation and maintenance of standard operating procedures for maintenance of the infrastructure based on the State's policies.
- Management of the user names, roles and passwords of all the relevant subsystems, including, but not limited to servers, applications, devices, etc.
- System administration activities shall include tasks including but not limited to setting up the servers, other activities shall include:
 - Configuring and apportioning storage space
 - Setting up of working e-mail accounts and mailing lists
 - Management and integration of databases
 - Implementing security on the Internet / Intranet
 - Setting up of firewalls and authorization systems
 - Performing periodic backup of data and automating reporting tasks
 - Executing hardware and software updates when necessary.

Storage Administration

- Installation and configuration of the storage system at SDC.
- Management of storage environment to maintain performance at desired optimum levels.
- Development of storage management policy, configuration and management of disk array, SAN fabric / switches, NAS, tape library, etc.
- Configuration of SAN whenever a new application is hosted on the SDC. This shall include activities such as management of storage space, volume, RAID configuration, LUN, zone, security, business continuity volumes, NAS, performance, etc.

Database Administration

- End-to-end management of database on an ongoing basis to ensure smooth functioning of the same.
- Management of changes to database schema, disk space, storage, user roles.
- Conduct code and configuration reviews to provide tuning inputs to the State / User Department in order to improve the application performance or resolve bottlenecks if any.

- Performance monitoring and tuning of the databases on a regular basis including, preventive maintenance of the database as required.
- Management of database update or patch update as and when required with minimal downtime.
- Regular backups for all databases in accordance with the backup and archive policies and conduct recovery whenever required with appropriate permissions.
- Use of DBA tools related to performing database creation, maintenance, and database monitoring tasks

Security Administration

- Monitoring of various devices / tools such as firewall, intrusion detection, content filtering and blocking, virus protection, and vulnerability protection through implementation of proper patches and rules.
- Root domain administration by creating the root and sub-domains and setting the root level security policies such as authentication mechanisms (single/multi factor), password policies such as password length, password complexity, password expiry, account lockout policy, certificate policies, IPSEC policies etc.
- Periodic reviews of domain level rights and privileges.
- Maintenance of an updated knowledge base of all the published security vulnerabilities and virus threats for related software and microcode, including, but not limited to, operating systems, application servers, web servers, databases, security solutions, messaging solutions, etc.
- Ensuring that patches / workarounds for identified vulnerabilities are patched / blocked immediately.
- Responding to security breaches or other security incidents and coordinate with respective OEM in case of a new threat is observed to ensure that workaround / patch is made available for the same.
- Undertake maintenance and management of security devices, including, but not limited to maintaining firewall services to restrict network protocols and traffic, detecting intrusions or unauthorized access to networks, systems, services, applications or data, protecting email gateways, firewalls, servers, desktops from viruses.
- Implementation and periodic updation of the security policy.
- Operating system hardening through appropriate configuration and patch updates.

Backup / Restore

- Backup of operating system, database and application as per stipulated policies at the SDC.
- Monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies.
- Ensuring prompt execution of on-demand backups of volumes, files and database applications whenever required by User Departments or in case of updates and configuration changes to the system.
- Real-time monitoring, log maintenance and reporting of backup status on a regular basis. Prompt problem resolution in case of failures in the backup processes.
- Media management including, but not limited to, tagging, cross-referencing, storing, logging, testing, and vaulting in fire proof cabinets.
- Physical security of the media stored in cabinets.
- Ongoing support for file and volume restoration requests at the SDC.

Network Monitoring & Administration

- Monitoring and administering the LAN up to the integration points with WAN.
- Creation and modification of VLANs, assignment of ports to appropriate applications and segmentation of traffic.
- Coordination with vendor for break fixes maintenance of the LAN cabling.

Change Management

- Tracking the changes in hard / soft configurations, changes to applications, changes to policies, applying of updates / patches, etc.
- Plan for changes to be made - draw up a task list, decide on responsibilities, coordinate with all the affected parties, establish and maintain communication between parties to identify and mitigate risks, manage the schedule, execute the change, ensure and manage the port change tests and documentation.

Helpdesk & Monitoring Team

Helpdesk and SDC infrastructure monitoring team shall carry out the following activities:

- Log user calls related to SDC infrastructure and assignment of a call ID number.
- Assign severity level to each call
- Track each call to resolution
- Escalate the calls, to the appropriate levels, if necessary as per State's escalation matrix.
- Escalate the call related to usage of application software to respective application owners.
- Provide feedback to callers.
- Analyze the call statistics

- Creation of knowledge base on frequently asked questions to aid users.
- Continuous monitoring of the physical as well as the IT infrastructure at the SDC to ensure availability as per agreed SLAs.
- Monitoring shall be done with the help of BMS and EMS monitoring tools and system logs/counters and therefore the reports and alerts can be auto-generated.

Integration Testing

This shall be a black-box testing role primarily to ensure that the application to be deployed does not disrupt the SDC operations and affect other SDC infrastructure in terms of performance and security.

The technical tasks to be carried out shall be as follows:

- **Functional Testing:** Ensuring that the application functionality as described by the department works adequately on the SDC environment. The functional testing of application will necessarily be minimal as this is a core responsibility of the department,
- **Performance Testing:** Ensuring that the application meets expressed performance requirements on the SDC servers by using performance test tools and performance monitoring tools
- **Security Testing:** Testing for exploitable application security weaknesses that undermine the application security or the security of the infrastructure.

BMS Support Team

- Monitoring the equipments and performance
- Maintaining and Updating records
- Reporting problems to SIA and DCO and supervision of repair/solution
- Any other relevant duty asked by the SIA related to BMS.

Electrical Support Team

- Supervision of smooth operation of DG, UPS, Panels and all other critical equipment
- Maintaining record of downtime and uptime.
- Updating and maintaining record for fuel usage
- Regular checking of all the lights, AC and other appliances.
- Reporting problems to SIA and DCO and supervision of repair/solution
- Any other relevant duty asked by the SIA related to Electrical support

Physical Security

- Preventing unauthorized human intrusion to the data center.
- Preventing unauthorized physical tangible material in and out of data center.
- Maintain Logs of all the material (including digital artifacts) movement in & out of SDC.

- Any other relevant duty asked by the SIA related to Electrical support

House Keeping

- Maintaining cleanliness and hygiene in and around data center.
- Informing the SIA and DCO about replacement/refill of worn out/consumable items
- Maintaining record of cleanliness and items.
- Any other relevant duty asked by the SIA related to House Keeping.

Back office support

- Responsible for all back office operation that includes asset/ inventory management, record maintenance, record updating, inter departmental relation, guest management etc.
- Any other relevant duty asked by the SIA related to back office operation.

Section V

Service Level Agreement

5 Section V - Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the DCO to Government of Punjab for the duration of this contract ie 5 yrs from the date of Datacenter commissioning.

The benefits of the SLA are as follows:

- Increasing customer satisfaction with IT services
- Reducing the risk of not meeting business requirements for IT services
- Better communication and information flows between IT staff and customers
- Standards and guidance for IT staff
- Greater productivity and better use of skills and experience
- A quality approach to IT services

The Punjab State EGovernance Society, Punjab shall regularly review the performance of the services being provided by the DCO and the effectiveness of this SLA. It would also form a baseline for Punjab State EGovernance Society, Punjab to compute payment for the DCO.

5.1 Definitions

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

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

5.2 Setting Priority Levels

The Helpdesk will make every effort to resolve issues at the time of the service call. This will be the initial method for resolving issues before assigning a priority level. Helpdesk staff will log and assign priorities for all requests not resolved at the time of the call.

Incident priority is primarily formed out of its Impact and Urgency. The helpdesk will maintain a matrix as per the EMS deployed which will automatically calculate incident severity out of the simple value of Impact x Urgency.

- Impact of the incident is the measure of how business critical it is.
- Urgency is a necessary speed of resolving an incident.

Severity = Impact X Urgency

5.3 Severity for critical components

The severity level of each component defines by its importance in the infrastructure and its impact in case of failure as detailed below.

5.3.1 Severity Level-1

Denial of services/ Standard Compliance due to total breakdown/ failure of any one of the equipment/ component installed in SDC. Apart from this hacking of website / data, Virus Attack (Malicious code) effecting Database system, System Software, data etc. will also come under severity level 1.

5.3.2 Severity Level-2

Denial of services/ Standard Compliance due partial breakdown/ failure of any one of the equipment/ component installed in SDC. However if the partial denial of services is impacting critical users like Hon'ble CM, the Ministers, Secretaries and other senior officials the incident will come under Severity level 1.(The list of such critical users will decide by the tendering authority). Apart from this Spamming will also come under severity level 2.

5.3.3 Severity Level-3

Partial or total failure/ breakdown of any equipment/ component installed in the datacenter without disrupting any services and failure/ delay in undertaking and completing activities listed below. This is an indicative list and not exhaustive.

- OS deployment
- Patch installation
- Acting on incidents which crosses threshold (TMP/Storage space)
- H/W up gradation
- Antivirus updates
- Data archival, Data restoration
- Planned Maintenance activities

- User Management
- Backup policy
- Microcode upgrades
- Monitoring SAN fabric / Storage / Backup events & respond to events crossing threshold limits
- Adding new device to Fabric
- Passive cable component connecting the above equipments etc.
- Minor repairs of Physical Infrastructure components like breakage of tiles etc
- Timely payment of dues/ fees for electricity, licenses, subscriptions, etc. All surcharge/ penalties etc. imposed due to non-payment to service providers shall be borne by DCO.
- Cleaning and security of SDC premises.
- Absence of FMS Manpower
- Failure of Monitoring SAN fabric / Storage / Backup events & respond to events crossing threshold limits.
- Failure of Adding new device to Fabric
- Failure of Passive cable component connecting the above equipments etc.
- Minor repairs of Physical Infrastructure components like breakage of tiles etc
- Ensure adequate diesel supply is stocked all the time for running each DG set for at least 8 Hrs.

This is an indicative list and not exhaustive.

Note: Rest of services/ activities/ equipments/ components not covered in severity level 1 or 2 shall be covered in Severity level 3.

5.4 Scheduled Downtime

Scheduled downtime means any time when the data center services are unavailable because of urgent maintenance activities* and any other scheduled maintenance or update activities that may or may not be periodic, and that may be notified to client/ client organization at least 36 hrs 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 storage allocation, reloading data and making DNS & firewall changes to close security holes.

5.5 SLA down Time Guidance

The calculation of downtime with reference to severity levels is as defined below:

S.No.	Equipment Severity Level	Down time hours factored for SLA
1	Severity Level-1	Every additional one minute of failure/ downtime is equal to two minutes of unresolved call
2	Severity Level-2 equipments/ Services	Beyond the allowed resolution time for severity level 2, the incident will escalate to Severity Level 1 and Every additional one minute of failure of failure/ downtime is equal to two minute of unresolved call
3	Severity Level-3 equipments/ Services	Beyond the allowed resolution time for severity level 3, the incident will escalate to Severity Level 2. Every additional one minute of failure of failure/ downtime is equal to one minute of unresolved call upto 240 min/ 4hrs.

S No.	Equipment Severity Level	Degradation of SLA
1	Severity Level-1	Every Thirty minutes of failure is equal to 0.25% degradation of SLA
2	Severity Level-2 equipments/ Services	Every Four hours of failure is equal to 0.25% degradation of SLA
3	Severity Level-3 equipments/ Services	Every eight hours of failure is equal to 0.25% degradation of SLA

- In case of redundant Power supplies, If any of the power supply fails and a redundant power supply is available and equipments are providing services, the down time at the severity level-3 will be calculated instead of Severity level-1 &2.
- In case an equipment remains non-functional for more than allowed hours of the severity level, the severity level will go up for the device to the next higher level (i.e. If an equipment of severity level-3 is non functional for more than 8 hours the 9th hour onward the severity level for the equipment will be calculated based on the Severity level-2) and will keep on escalating to further level if still remains non-functional.

- In case maximum response time is violated after problem is reported to the DCO, then severity level of the reported call would change to next higher severity level and downtime would be factored accordingly to the new severity level. (E.g. if problem reported under severity level 3 is not responded within its defined maximum response time, severity level would change to 2 and downtime would be factored according to level 2. Further if the call is still not responded within maximum response time of severity level 2, call would get escalated to severity level 1 and so on.)

5.5.1 Definition of “User”

A user can be any employee within the data centre, any of the State department employees.

5.5.2 Response / Resolution Time

Broad level Priority classification along with time frame for Response / Resolution time is showcased below.

Response time: is defined as the time between receipt of the incidence (helpdesk call/ receipt of alarm generated by management system) and a support team member begins working on the incidence.

Resolution time: is defined as the total time between receipt of the incidence (helpdesk call/ receipt of alarm generated by management system) and the incidence been resolved.

5.5.3 Service Window:

PWH (Prime Working Hours): 9AM to 6PM (Monday to Saturday)

EWH (Extended Working Hours): 6PM to 9AM (Monday to Saturday), Sunday and all State Government Holidays.

Table: Severity levels along with Response time and Resolution time

Severity	Response Time		Resolution Time	
	PWH	EWH	PWH	EWH
1	10 minutes	20 minutes	Within 4 hours	Within 4 hours
2	20 minutes	60 minutes	Within 6 hours	Within 12 hours
3	30 minutes	120 minutes	Within 12 hours	Within 24 hours

- Downtime shall be considered as per service window defined above and net impact on operations with reference to the time of incident receipt (helpdesk call/ receipt of alarm generated by management system).
- If a severity one incident reoccurs within two hours of resolution, downtime will be calculated from time of first occurrence.
- 100% of the calls will be attended to within the stipulated response time - Measured on a quarterly basis.
- 100% of the calls will be closed within the stipulated resolution time - Measured on a quarterly basis
- The resolution times will be considered with respect to the service window.
- The DCO should maintain an inventory of critical items that will be required on an ongoing basis to ensure the uptime of the SDC.
- Resolution norms will not include WAN link related issues or any product/ service not supplied by bidder.

5.6 Categories of SLA

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The DCO shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by the DCO shall be reviewed by Punjab State EGovernance Society that shall:

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

The SLA has been logically segregated in the following categories:

1. Implementation Phase related performance levels
2. IT Infrastructure related service levels
3. Physical Infrastructure related service levels
4. Help desk Services
5. Compliance and Reporting Procedures
6. Facility Management – Manpower Requirement & Availability
7. Security and Incident Management SLAs
8. Civil Work Repair SLAs

5.7 SLA Tracking

The following measurements and targets shall be used to track and report performance on a regular basis. Any kind of desktop support will not be the responsibility of the DCO, however the DCO has to support the workstations/ laptops used in the NOC room.

Based on SLA performance, QGR would be released on Quarterly basis against performance and subject to verification and clearance from the Third Party Agency (TPA) as and when appointed.

The targets shown in the following table are applicable for the duration of the contract.

The maximum cap of total deduction is 20% of QGR. Two consecutive quarterly deductions of more than 20% of the applicable fee on account of any reasons will be deemed to an event of default & termination.

5.7.1 Implementation phase related performance levels

S.No	Measurement	Definition	Target	Penalty
1	Team mobilization and commencement of work	The DCO is expected to mobilize team for the commencement SDC build project.	One weeks from the date of signing of the workorder	Letter of Warning.
2	Installation and commissioning of the system at the new SDC facility	Delivery, installation, integration, testing, of all components / equipments required for the system to the satisfaction of the purchaser. Acceptance of SDC.	As per the time schedule for Implementation & operations of SDC in 24 weeks from date of signing of the workorder	A Penalty as 0.5% per week for first two weeks, 1% per week for every subsequent week. Subject to a maximum of 5%. Penalty will be computed on Capex value of contract. If the work is not completed within 10 weeks from the date of proposed completion, buyer shall have a risk purchase right.

5.7.2 IT Infrastructure related service levels

S.No	Measurement	Definition	Target	Penalty
Computing Infrastructure Components (includes servers, OS, database, storage, LAN availability and services etc.)				
1.	Data Center Uptime	Uptime = {1 - [(Server downtime) / (Total Time - Maintenance Time)]} * 100	<p>>=99.75%</p> <p>Between 99.75% and 97.75%</p> <p><97.75%</p>	<p>NA</p> <p>For every 0.25% degradation in the uptime there will be a penalty of 1 % of QGR</p> <p>For every 0.25% degradation in the uptime there will be a penalty of 1 % of QGR</p>
2.	Connectivity with SWAN	<p>1) Applicable only if SWAN and SDC are collocated</p> <p>2) Limited only to equipment/ component procured for SDC</p>	99.75%	<p>0.50% of the QGR for every hour of down time at a stretch or in parts up to total down time of 5 hours. This down time shall be calculated over and above the total hours of downtime permissible as per Tier II standards.</p> <p>Beyond 5 hours of down time, 1% of the QGR for every 1 hour of down time at a stretch or in parts.</p>
3.	LAN Availability	Active and passive Components.	99.75%	<p>1% of the QGR for every hour of down time at a stretch or in parts up to total down time of 5 hours. This down time shall be calculated over and above the total hours of downtime. Beyond 5 hours of down time,</p> <p>1% of the QGR for every 1 hour of down time at a stretch or in parts.</p>
4.	SDC Security equipment availability	All Security equipments (IPS, HIPS, Firewall, Anti-Virus etc.)	99.75%	<p>1% of the QGR for every hour of down time at a stretch or in parts up to total down time of 5 hours. This down time shall be calculated over and above the total hours of downtime</p>
5.	SDC Server availability	All servers of SDC including OS, Database, application running on.	99.75%	<p>1% of the QMC for every hour of down time at a stretch or in parts up to total down time of 5 hours. This down time shall be calculated over and above</p>

				the total hours of downtime
6.	SDC storage availability	All storage availability (storage and backup restore).	99.75%	1% of the QGR for every hour of down time at a stretch or in parts up to total down time of 5 hours. This down time shall be calculated over and above the total hours of downtime
7.	SDC EMS availability	All EMS equipment availability	99.75%	1% of the QGR for every hour of down time at a stretch or in parts up to total down time of 5 hours. This down time shall be calculated over and above the total hours of downtime

Note: As and when the DR comes the corresponding SLA will be included.

5.7.3 Physical Infrastructure related service levels

S.No	Measurement	Definition	Target	Penalty
1.	Overall Power Availability Including (DG, UPS etc...)	<p>Availability = {1- [(Downtime) / (Total Time -Maintenance Time)]}*100</p> <p>Availability will be measured upto the socket level in the equipment room that will be providing power to the Racks.</p>	<p>>=99.749%</p> <p>Between 99.749% and 97.75%</p> <p><97.75%</p>	<p>NA</p> <p>For every 0.25% degradation in the uptime there will be a penalty of 1 % of QGR</p> <p>For every 0.25% degradation in the uptime there will be a penalty of 2% of the QGR. The maximum penalty enforced on the DCO would be upto 20% of QGR and the contract is liable for Termination and compensation paid to SIA.</p>
2.	D.G Availability	<p>Availability = {1- [(Downtime) / (Total Time -Maintenance Time)]}*100</p> <p>Availability will be measured upto the socket level in the equipment room that will be providing power to the Racks.</p>	<p>>=99.749%</p> <p>Between 99.749% and 97.75%</p> <p><97.75%</p>	<p>NA</p> <p>For every 0.25% degradation in the uptime there will be a penalty of 1 % of GR</p> <p>For every 0.25% degradation in the uptime there will be a penalty of 2% of the QGR. The maximum penalty enforced on the DCO would be up to 20% of QGR and the contract is liable for Termination and compensation paid to SIA.</p>
3.	Rack Inlet Temperature	<p>This SLA would measure the temperature at the rack level</p> <p>The DCO should ensure that the data center temperature is maintained at 22 degree +- 2 degree Centigrade at all times.</p>	<p>Temperature of 22 degree +-2 degree Centigrade at all times.</p> <p>The penalty will be decided on number of such instances.</p> <p>An instance is said to have occurred when the rack inlet temperature goes beyond the permissible limits</p>	<p>5 - 8 instances per week - 2% of QGR.</p> <p>9 – 12 instances per week - 4% of QGR.</p> <p>Greater than 12 instances 6 % of QGR and letter of warning. The letter of warning will be framed by the composite team</p>

			for greater than 10minutes. Each additional 10 minutes is counted as an instance.	which will be followed by termination of contract.
4.	Humidity	The DCO should ensure that the data center humidity is maintained at 55% +- 5% RH at all times.	55% +- 5% RH at all times. The penalty will be decided on number of such instance. An instance is said to have occurred when the rack inlet temperature goes beyond the permissible limits for greater than 10minutes. Each additional 10 minutes is counted as an instance	5 - 8 instances per week - 2% of QGR. 9 – 12 instances per week - 4% of QGR. Greater than 12 instances 6 % of QGR and letter of warning. The letter of warning will be framed by the composite team which will be followed by termination of contract.
5.	PAC Availability	Availability = {1- [(Downtime) / (Total Time - Maintenance Time)]}*100	>=99.749% Between 99.749% and 97.75% <97.75%	NA For every 0.25% degradation in the uptime there will be a penalty of 1 % of QGR. For every 0.25% degradation in the uptime there will be a penalty of 2% of the QGR. The maximum penalty enforced on the DCO would be up to 20% of QGR and the contract is liable for Termination and compensation paid to SIA.
6.	CCTV Availability	Availability = {1- [(Downtime) / (Total Time - Maintenance Time)]}*100	>=99.749% Between 99.749% and 97.75% <97.75%	NA For every 0.25% degradation in the uptime there will be a penalty of 1 % of QGR. For every 0.25% degradation in the uptime there will be a penalty of 2% of the QGR. The maximum

				penalty enforced on the DCO would be up to 20% of QGR. A letter of warning will be issued. The letter of warning will be framed by the composite team which will be followed by termination of contract and compensation paid to SIA.
7.	CCTV Footage availability	The DCO is required to record minimum 25 frames per second of CCTV footage and should maintain sufficient inventory of the same.	The DCO should maintain CCTV recordings of past 7 days at any given point in time. After which the DCO is required to take a back up of the same and store it for a period of 6 months. Unavailability of this data at any point of time is taken as an instance.	Letter of warning 5 - 8 instances per week - 2% of QGR. 9 – 12 instances per week - 4% of QGR. Greater than 12 instances 6 % of QGR and letter of warning will be issued. The letter of warning will be framed by the composite team which will be followed by termination of contract.
8	Public Address system availability	The DCO is required to keep the Public address system running with all functionalities and should maintain sufficient inventory of the same.	The DCO should maintain Public address system ready for use with all functionalities at any given point in time. Unavailability of this system at any point of time is taken as an instance.	Letter of warning 5 - 8 instances per week - 2% of QGR. 9 – 12 instances per week - 4% of QGR. Greater than 12 instances 6 % of QGR and letter of warning will be issued. The letter of warning will be framed by the composite team which will be followed by termination of contract.
9	Fire Detection & Suppression system availability	The DCO is required to keep the Fire Detection and suppression system always running with all functionalities and ready to be	The DCO is required keep the Fire Detection and suppression system always running with all functionalities and ready to get	Letter of warning 5 - 8 instances per week - 2% of QGR. 9 – 12 instances per week - 4% of QGR.

		used automatically and should maintain sufficient inventory of the same.	used automatically. Unavailability of this system at any point of time is taken as an instance.	Greater than 12 instances 6 % of QGR and letter of warning will be issued. The letter of warning will be framed by the composite team which will be followed by termination of contract.
10	Rodent repellent system availability	The DCO is required to keep the Rodent repellent system always working with all functionalities and should maintain sufficient inventory of the same.	The DCO is required keep the Rodent repellent system always working with all functionalities. Unavailability of this system at any point of time is taken as an instance.	Letter of warning 5 - 8 instances per week - 2% of QGR. 9 – 12 instances per week - 4% of QGR. Greater than 12 instances 6 % of QGR and letter of warning will be issued. The letter of warning will be framed by the composite team which will be followed by termination of contract.
11	Water Leak Detection system availability	The DCO is required to keep the Water Leak Detection system always working with all functionalities and should maintain sufficient inventory of the same.	The DCO is required keep the Water Leak Detection system always working. With all functionalities. Unavailability of this system at any point of time is taken as an instance.	Letter of warning 5 - 8 instances per week - 2% of QGR. 9 – 12 instances per week - 4% of QGR. Greater than 12 instances 6 % of QGR and letter of warning will be issued. The letter of warning will be framed by the composite team which will be followed by termination of contract.
12	Refilling of FM200 gas**			Rs 5,000/- per day after 2 weeks from the date of release of gas.

**In case FM200 gas is consumed due to any reason (other than mock test(s)) it has to be refilled by the DCO at his own cost as per standards (certified by OEM) within 2 weeks from the date of release of gas. Meanwhile the DCO has to provide fire extinguishers min. 10 cylinders of

4.5 lit (indicative qty and vol.) for fire suppression. However, DCO may provide more numbers of fire extinguishers to meet the SLA at its own cost.

5.7.4 Civil Works and Minor Works SLAs

S. No	Type of Incident	Resolution Time	Penalty
1.	<p>Critical</p> <p>Any civil/ electrical work as defined in SOW of this RFP</p> <p>Major Civil Work including the False Flooring, False Ceiling, Doors & Locking, Partitioning, Fire Proofing of all surfaces, Furniture & Fixtures and Painting to be replaced within 2 days of reporting the problem</p> <p>The DCO should maintain sufficient inventory to carry out civil and electrical repairs without any disruption to operations.</p> <p>For critical items, the resolution time shall be mutually agreed by the State and the DCO at the time of award of contract.</p> <p>T shall be the agreed resolution time</p>	T	No Penalty
		T1 = T+2 days	0.05% of the QGR for every unresolved call
		T2 = T1+2	1% of the QGR for every unresolved call
		> T2	2% of the QGR for every unresolved call
	<p>Low</p> <p>Minor Civil Work including Cement Concrete Work, Masonry Work, Trench Work, Storage, Glazing and Scaffolding Work to be carried within 4 days of the reporting problem</p>	T	No Penalty
		T1 = T+4 days	0.05% of the QGR for every unresolved call
		T2 = T1+2	1% of the QGR for every unresolved call
		> T2	2% of the QGR for every unresolved call

5.7.5 Help Desk services

S.No	Measurement	Definition	Target	Penalty
1.	Resolution Time	“Resolution Time”, is defined as the total time between receipt of the incidence (helpdesk call/ receipt of alarm generated by management system) and the resolution of the incidence.	100 % of the calls which are registered under various Severity level to be resolved within the resolution time set for each severity which will be defined during the EMS deployment	No Penalty
			Unresolved calls	Penalty would be levied as defined in Section 5.7.2 and 5.7.3 for the respective components

5.7.6 Compliance and Reporting SLA

S.No	Measurement	Definition	Target	Penalty
1.	Submission of MIS Reports	<p>The DCO shall submit the MIS reports as requested by Punjab State EGovernance Society, Chandigarh broadly classified below but not limited to:</p> <ul style="list-style-type: none"> • IMAC (Install, Move, Add, Change) Report • Quarterly availability of different category of equipment • Exception report indicating calls completed beyond SLA, with calculation of non-performance deduction. • Report on planned server backup and backups actually taken • Server Uptime Report • Performance Report • Network Availability and Utilization Report. <p>The DCO shall workout the formats for above reports and get these approved by Punjab State EGovernance Society, Punjab within a month of being awarded the contract.</p>	Report for the previous month shall be submitted by the 5th of the next month	<p>Between 1st – 5th NA</p> <p>Between 6th - 10th - 0.1%of QGR</p> <p>Between 11th - 20th - 0.2% of QGR</p> <p>Between 21st - 30th - 0.3% of QGR</p>

2.	Maintenance of Inventory	The DCO should maintain an inventory of items that will be required on an ongoing basis. For e.g. tiles, cables etc.	100% as per the inventory log committed and maintained by DCO.	Letter of Warning
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5.7.7 Security and Incident Management SLAs

These SLAs would be calculated for each of the following types of incidences:

- **Virus Attack**

Any virus infection and passing of malicious code shall be monitored at the gateway level or user complains of virus infection shall be logged at the help desk system and collated every quarter.

- **Denial of Service Attack**

Non availability of any services shall be analyzed and forensic evidence shall be examined to check whether it was due to external DoS attack.

- **Intrusion**

Compromise of any kind of data hosted by SDC

S. No	Incident	Penalty
1.	For every virus attack reported	A penalty of Rs 10000 will be Imposed for every Virus attack reported and not resolved within 36 hours from the time of patch or virus removal tool / process is available.
2.	Network Latency (for LAN)	Rs 5,000 per quarter If latency is more then 5ms for 64kb packet.
3.	For every incidence of Denial of service attack	Rs 5,00,000
4.	Intrusion	Rs 2,00,000
5.	Unidentified personnel found in SDC	Rs. 10,000/-
6.	Person without legitimate Photo ID Proof	Rs. 5,000/-
7.	Data Theft (Compromise of any kind of data hosted by SDC)#	Rs. 5, 00,000/- will be in addition to any other penalty, punishment applicable under the legal provisions of the country and the State prevailing at that point of time. DCO acknowledges that a breach of Confidentiality and IPR obligations may cause irreparable damage to the state for which monetary damages would not be an adequate remedy. Accordingly, in addition to other remedies that may be available, SIA may seek injunctive relief against such a breach or threatened breach without any prejudice to its remedies available under contract or law. DCO has to cooperate with the investigation agency when an incident has been identified.
8.	Hacking	Rs. 10,00,000/-

For every virus attack, denial of service reported and not resolved within 36 hours from the time of patch or virus removal tool/ process is available, a penalty of Rs. 10,000/- would be imposed on the DCO.

*Procedure for removal of Virus: DCO has to find & update patch and within 36hrs of patch availability, virus needs to be removed. Despite of the same penalty in this regard shall be imposed.

#DCO acknowledges that a breach of Confidentiality and IPR obligations may cause irreparable damage to the state for which monetary damages would not be an adequate remedy.

Accordingly, in addition to other remedies that may be available, SIA may seek injunctive relief against such a breach or threatened breach without any prejudice to its remedies available under contract or law. DCO has to cooperate with the investigation agency when a incident has been identified.

Note: DCO acknowledges that a breach of Confidentiality and IPR obligations may cause irreparable damage to the state for which monetary damages would not be an adequate remedy. Accordingly, in addition to other remedies that may be available, SIA may seek injunctive relief against such a breach or threatened breach without any prejudice to its remedies available under contract or law.

Clause for data theft needs to be read in conjunction with other legal provisions for data theft under IT ACT, breach of confidentiality clause within the RFP and other prevailing laws. Therefore, such instances will not be linked to monetary penalty alone.

Penalties will be in addition to other penalties, punishments provisioned as per prevailing law.

The maximum cap of total deduction is 20% of the QGR. Two consecutive quarterly deductions of more than 20% of the applicable fee on account of any reasons will be deemed to an event of default & termination.

5.7.8 SI / FM Manpower Availability

Minimal manpower positioning is described in Manpower Resources Table. These are the minimum figures and Bidder shall account for the necessary manpower as required to meet the above requirements and the SLA terms. In cases where 24x7 manpower is not available the support personnel should be available over phone. On critical situations or when directed by PSEGS, the support personnel must be available on site within 3 hours of request from PSEGS. Non availability of the support personnel as stated above will be treated equivalent to single occasion downtime for critical components. The manpower deployed by the DCO should be on rolls of the respective DCO and not contracted or outsourced personnel. A mechanism for recording the attendance of personnel should be implemented.

The DCO shall post an on-site, dedicated Project Manager to look after the entire operation of the Datacenter with his/her on-site team, with no additional responsibility. The project manager shall coordinate with the designated officer of the tendering authority.

Manpower Resources

Bidder shall account for the necessary manpower as required to meet the above requirements and the SLA terms. In cases where 24 x 7 manpower deployments is not being done, the support should be available on 24 x 7 basis as and when required and support personnel should be available over phone or suitable means. DCO shall appoint as many team members; over and above the

manpower specified below, as deemed fit by them, to meet out the time Schedule and SLA requirements. The tendering authority would not be liable to pay any additional cost for this.

S.No	Measurement	Definition	Target	Penalty
1	Resource availability for all services requested under Section 4.2 (Operations and Maintenance)	No. of shift days for which resource present at the designated location / Total no. of shift days	99% averaged over all resources designated for SI services and calculated on a quarterly basis	No penalty
			>=97% to <99% averaged over all resources designated for SI services and calculated on a quarterly basis	2% of QGR
			>=95% to <97% averaged over all resources designated for SI services and calculated on a quarterly basis	5% of QGR
			<95% averaged over all resources designated for SI services and calculated on a quarterly basis	8% of QGR + letter of warning

Example: to illustrate the manpower availability in case there are there are 3 shifts per day which will have 2 people in shift 1, 1 in shift 2 and 1 in shift 3.

Total shift per day will be = $4 (2 \times 1 + 1 \times 1 + 1 \times 1)$

Per quarter it would be = 360 shifts

In a quarter if two people were not present in shift 1 for 7 days then $2 \times 7 = 14$ shifts will be considered for the unavailability of manpower.

Uptime % = (shifts in which manpower was available / total number of shifts) x 100

Uptime % = $(1 - 14 / 360) \times 100$

Uptime % = 96.11%

Penalty on Resources

S.No	Measurement	Target	Penalty	Applicable to category												
1	Shortfall of attendance of important resources	“If a resource is absent for more than 8 days per quarter or 5 consecutive working days at any point of time without prior approval of PSEGS. ”	Rs. 1,00,000 penalty for each such instance of absenteeism during the term of the project + resource will have to be replaced, if desired by PSEGS.	S.No 1												
			Rs. 50,000 penalty for each such instance of absenteeism during the term of the project + resource will have to be replaced, if desired by PSEGS.	S.No 2 to 6												
2	Substitution of resources from those CVs provided in the bid till FAT	No substitution of resources will be allowed whose CVs have been provided along with the technical bid till FAT (Final Acceptance Test as per clause 4.1.1 of RFP Vol.1)	A Penalty of Rs 3,00,000 per substitution of resources of those who’s CVs have been provided along with the technical bid will be applicable.	S.No. 1												
3	Replacement of resources	<p>Ideally, Resources initially deployed shall not be replaced during the tenure of the project.</p> <p>In case resources are replaced before two (2) years after FAT following penalties will be applicable.</p>	<table border="1"> <thead> <tr> <th>#</th> <th>No. of Replacement</th> <th>Penalty (INR)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>First</td> <td>2,00,000</td> </tr> <tr> <td>2.</td> <td>Second</td> <td>4,00,000</td> </tr> <tr> <td>3.</td> <td>Third or more</td> <td>8,00,000</td> </tr> </tbody> </table>	#	No. of Replacement	Penalty (INR)	1.	First	2,00,000	2.	Second	4,00,000	3.	Third or more	8,00,000	S.No. 1
			#	No. of Replacement	Penalty (INR)											
1.	First	2,00,000														
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<table border="1"> <thead> <tr> <th>#</th> <th>No. of Replacement</th> <th>Penalty (INR)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>First</td> <td>1,00,000</td> </tr> <tr> <td>2.</td> <td>Second</td> <td>1,50,000</td> </tr> <tr> <td>3.</td> <td>Third or more</td> <td>2,00,000</td> </tr> </tbody> </table>	#	No. of Replacement	Penalty (INR)	1.	First	1,00,000	2.	Second	1,50,000	3.	Third or more	2,00,000	S.No 2 to 6			
#	No. of Replacement	Penalty (INR)														
1.	First	1,00,000														
2.	Second	1,50,000														
3.	Third or more	2,00,000														
4	Knowledge Transfer (KT) Any Substituted/ Replaced resource in any of the case must	Knowledge Transfer for at least 25 days.	A penalty of INR 50,000 for every week will be applicable if the KT is not provided for minimum 25 days to the new resource.	S.No1 to 6												

	have been imparted at least 25 working days of Knowledge transfer (KT) by the outgoing resource.			
5	Prior approval of PSeGS before any resource substitution/ replacement	If the DCO fails to provide the replacement as per the satisfaction of the department (as per RFP guidelines)	A penalty @ Rs 2,00,000 per month per resource shall be imposed for the resource being substituted/ replaced. The penalty will be applicable for the period for which the resource remains unavailable.	S.No1
			A penalty @ Rs 1,00,000 per month per resource shall be imposed for the resource being substituted/ replaced. The penalty will be applicable for the period for which the resource remains unavailable.	S.No 2 to 6

5.8 Change Management Board

PSEGS and DCO would be responsible for constitution of a Change Management Board within 1 week of commissioning of SDC.

The objective of Change Management in this context is to ensure that standardized methods and procedures are used for efficient and prompt handling of all changes to controlled IT infrastructure, in order to minimize the number and impact of any related incidents upon service. Changes in the IT infrastructure may arise reactively in response to problems or externally imposed requirements, e.g. legislative changes, or proactively from seeking imposed efficiency and effectiveness. Change Management can ensure standardized methods, processes and procedures are used for all changes, facilitate efficient and prompt handling of all changes, and maintain the proper balance between the need for change and the potential detrimental impact of changes.

Change Management Board would meet every Friday to review change requests received during the week related to Patches, software or hardware updates, maintenance activities.

The change management board would review change requests and determine whether or not they should be made. In addition, it may determine that certain changes to the proposed plan for implementing the change must be made in order for it to be acceptable.

All changes approved by the change management board would be implemented during scheduled outage during the weekend, notification for which would be sent to the entire user community at the latest by Friday evening.

5.9 SLA Review Process

1. Either Punjab State EGovernance Society or DCO may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
2. A meeting or conference call will be called and conducted by DCO to resolve the issue in a timely manner. The physical copy of documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
3. Punjab State EGovernance Society and the DCO shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The DCO will then communicate the resolution to all interested parties.

4. In case the issue is still unresolved, the arbitration procedures described in the Terms & Conditions section will be applicable.

5.9.1 SLA Support Scenarios

- **Case 1:** If in the 2nd year of operations, for an application to be hosted in SDC, PUNJAB STATE EGOVERNANCE SOCIETY or any of its department decides to host a new application in SDC and for it procures new hardware from vendor Y. If this equipment (for e.g. server) is down then it becomes the responsibility of DCO to inform Y about the failure and its uptime will have no bearing on the DCO's quarterly payments.

- **Case 2: If in the 2nd year of operations, for an application to be hosted in SDC,** PUNJAB STATE EGOVERNANCE SOCIETY or any of its department procures new hardware from vendor DCO. It becomes the responsibility of DCO to include that server uptime in it's SLA's i.e; SLA for the new H/W shall be considered for computing the payment.

- **Case 3:** In case a user department desires to relocate it's existing application to the SDC along with the servers and/ or racks and the hardware is currently being maintained by vendor Y. The DCO will facilitate the relocation and vendor Y would be responsible for the SLAs. If this equipment (for e.g. server) is down then it becomes the responsibility of DCO to inform vendor Y about the failure and its uptime will have no bearing on the DCO's quarterly payments.

- **Case 4:** In case a user department desires to relocate it's existing application to SDC along with existing servers and or racks. The DCO will facilitate the relocation of application with old H/W post signing of contracts
 - a) Between the user department and state implementation agency.
 - b) Between the user department and the DCO if required in scenario of DCO being responsible for the additional hardware

If an application is to be hosted by the user department in the SDC, then in all four scenarios, user department shall enter into a contract with the state implementation agency.

5.9.2 FMS Scenarios

The selected bidder has to provide Facility Management Services (FMS)/ O&M from the day 1 as if all racks with computing devices/ equipments are fully populated. Bidder has to provide FMS/ O&M services for 40 racks (indicative capacity of server farm).

The single FMS cost shall be paid on quarterly basis subject to clearance of all dues and meeting SLA. .

In the context, as server farm is populating gradually, DB server, Application server, other servers shall also grow in size, therefore, to maintain these under FMS, there shall be additional minimum manpower to be deployed by the bidder in FMS team as per the table mentioned above in section SI/ FM Manpower availability (column 6)

The selected bidder has to include the cost of FMS for five years in the financial bid looking all equipment not only in Server Farm but also in non Server Farm area are to be taken in FMS from the first day. The Cost of FMS has to be cost of total FMS cost envisaged by the bidder in lines with IT road map for the State of Punjab. With due consideration to IT road map for the State of Punjab the tendering authority envisage all racks fully populated by the end of fifth year of operations.

DCO is responsible for scalability as defined in technical specifications in Volume II. In future if any new additional hardware is added to the SDC, O&M charges will be 1.5% per quarter of the respective hardware CAPEX which shall be effective from the subsequent quarter. O&M charges are only applicable for any additional core infrastructure hardware like physical, network, security and servers procured by the State. This additional hardware will be beyond the scalability mentioned in the RFP. This additional hardware procured will also be covered in by the SLA mentioned in the RFP.

Illustration: for FMS Cost to be included by the Bidder

	Racks	FMS Annual Cost (as envisaged by bidder)	Year 1	Year 2	Year 3	Year 4	Year 5
Year 1	10	100	100	100	100	100	100
Year 2	10	100		100	100	100	100
Year 3	5	60			60	60	60
Year 4	5	50				50	50
Year 5	10	100					100
	40		100	200	260	310	410
Average FMS/ O&M Cost per Year							256

5.9.3 Liquidated Damages

In case of delayed submission of design documents mentioned in the scope of work and schedule mentioned therein, penalty of Rs. 25000/- per week per document would be imposed from the stipulated submission date of respective documents. In case of non-submission of such documents at all, an aggregate amount of Rs.1,00,00,00/- would be deducted.

In case of extension in the delivery period / completion with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores / work completion, which the bidder has failed to supply/ complete the work.

No.	Condition	LD
A	Delay up to one fourth period of the prescribed delivery period / completion of work	2.5% of the Capex value
B	Delay exceeding one fourth but not exceeding half of the prescribed period / completion of work	5% of the Capex value
C	Delay exceeding half but not exceeding three fourth of the prescribed period / completion of work	7.5% of the Capex value
D	Delay exceeding three fourth of the prescribed period / completion of work	10% of the Capex value

- i. Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day.
- ii. The maximum amount of liquidated damages shall be 10% of Capex.
- iii. LD is applicable for implementation period only, for Operation & Maintenance SLA clause will be applicable.
- iv. If the DCO requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- v. Delivery period may be extended with or without liquidated damages if the delay in the supply of equipment / software / components is on account of hindrances beyond the control of the bidder.
- vi. If state government fails to provide space at the respective sites of SDC to DCO and/or delay in statutory/ regulatory approvals/ Non availability of Bandwidth, the Liquidated damages for such delay shall not be levied on the DCO
- vii. Subject to clause for Force Majeure if the bidder fails to complete the Commissioning of Data Center before the scheduled completion date or the extended date or if DCO repudiates the Contract before completion of the Work, the Tendering authority, at its discretion, may without prejudice to any other right or remedy available to the Tendering authority the Contract recover a maximum of 10 percent of the project cost from the Implementation Agency, as Liquidated Damages (LD).
- viii. In the case it leads to termination, the Tendering authority shall give 30 days notice to the DCO of its intention to terminate the Contract and shall so terminate the Contract unless

during the 30 days notice period, the DCO initiates remedial action acceptable to the Tendering authority.

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

5.9.4 Penalties

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

1. The Penalty shall be calculated on a Quarterly Guaranteed Returns (QGR).
2. The total quarterly deduction should not exceed 10% of the total applicable fee in a quarter.
3. Penalty will never exceed the total project value.
4. Two consecutive quarters deductions of more than 20% actual penalties, put together of the applicable fee, on account of any reasons will be deemed to be an event of default and termination. This shall be governed by the terms & conditions defined in Section VIII - ***General Conditions of the Contract.***

Section VI

Instruction to Bidders

6 Section VI - Instruction to Bidders

6.1 Procedure for Submission of Bids

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

- I. Pre-qualification Eligibility Criteria along with the supporting documents (3 copies + CD in doc or PDF format) in one cover.
- II. Technical Bid (3 copies + CD in doc or PDF format) in one cover.
- III. Commercial Bid (3 copies + CD in excel format) in one cover.

6.1.2 Each copy of Pre-qualification Eligibility Criteria, Technical Bid and Commercial Bid of the Tender should be covered in separate sealed covers super-scribing "Pre-qualification", "Technical Bid" and "Commercial Bid" respectively. Each copy of each bid should also be marked as "Original", "First copy" and "Second copy". All the three copies of each bid should be put in a single sealed cover super-scribing "Pre-qualification", "Technical Bid" or "Commercial Bid" as the case may be. Please Note that Prices should not be indicated in the Technical Bid and should only be indicated in the Commercial Bid.

6.1.3 The cover containing three copies of Technical Bid and the cover containing three copies of Commercial Bid should be put in another single sealed envelope clearly marked **"Appointment of DCO for design, site preparation & supply, installation, maintenance and operations of Physical & IT Infrastructure for the State Data Center at Punjab"** This envelope is to be super scribed with Tender Number, Due Date, Item and the wordings "DO NOT OPEN BEFORE 15:00 hours on <>"

6.1.4 The cover thus prepared should also indicate clearly the name, address and telephone number of the bidder, to enable the Bid to be returned unopened in case it is declared "Late".

6.1.5 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.

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

- I. Three (3) copies of CD each containing the pre qualification bid - The CDs containing technical bid should be sealed along with the hard copies of the respective pre qualification bid.
- II. Three (3) copies of CD each containing the technical bid - The CDs containing technical bid should be sealed along with the hard copies of the respective technical bids.
- III. Three (3) copies of CD each containing the commercial bid - The CDs containing commercial bid should be sealed along with the hard copies of the respective commercial bids.
- IV. All CDs submitted by the Bidder must be in sealed covers The sealed covers as well as the CD media must be duly signed by the Bidder using a “Permanent Pen/ Marker”, should be super scribed with “Pre Qualification” / “Technical Bid” / “Commercial Bid” (as the case may be) and should bear the name of the Bidder.
- V. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by the Punjab State Government in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.
- VI. Bidder must ensure that Technical Bid CDs do not contain any Commercial items / prices.
- VII. Bidder must put the page number at “Page reference in product datasheet” of the concerned items as well as highlight the area by florescent marker in data sheet as proof of specification compliance.

6.1.7 The original and all copies of the bid shall be typed or written in indelible ink. The original and all copies shall be signed by the Bidder or person/ persons duly authorized to bind the Bidder to the Contract in accordance with Clause 6.9. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

6.1.8 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.

6.1.9 The Bidder shall duly sign and seal its bid with the exact name of the firm/company to whom the contract is to be issued.

6.1.10 Bids submitted by hand should be put in the Tender Box at the specified office not later than 1500 hrs (IST) on <>. All out-station tenders, if sent by post, should be sent under registered cover.

6.1.11 Telex/ Telegraphic/ Tele fax/ Xerox/ Photocopy bids will not be considered.

6.2 Cost to Bid

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

6.3 Contents of the Tender Document

The Scope of Work, Tender procedures and Contract terms are prescribed in the Tender Document. In addition to Invitation to Bidders / Important Dates:

- a) Volume I, Section II - Eligibility Criteria
- b) Volume I, Section III - Project Profile
- c) Volume I, Section IV - Scope of Work
- d) Volume I, Section V - Service Level Agreement
- e) Volume I, Section VI - Instructions to Bidders
- f) Volume I, Section VII - General Conditions of the Contract
- g) Volume I, Section VIII - Format for Response to Tender - Technical Bid
- h) Volume I, Section IX - Format for Response to Tender - Commercial Bid
- i) Volume I, Section X, Annexure I - Proforma
- k) Volume I, Section XI, Annexure II – Pre Qualification Checklist
- l) Volume II, Section XII, Annexure I – Technical Requirement

The Bidder is expected to examine all instructions, forms, terms & conditions, and scope of work in the Tender Document and furnish all information as stipulated there in.

6.4 Clarification on Tender Document

A prospective Bidder requiring any clarification on the Bid Document may submit his queries as indicated in "Invitation to Bids / Important dates". Pre-bid queries must reach in writing in the specified format available below only as a hard copy to Tendering authority and by fax at +91-

172-2646320 before 2 working days up to 5 PM prior to the date of pre-bid meeting. The queries must originate from the bidder only. Queries made otherwise will not be entertained.

SDC Pre-bid Query Format

S.N	Bidder Name	Vol	PgNo.	RFP Clause No.	Equipment	Clause in RFP	Clarification sought	Remark from Bidder	Response from the state

The Bidder should provide this information in an MS EXCEL file.

The PB queries must reach to the authorized person before due date/ time, after which no such PB Query shall be entertained.

The PB Queries of only those bidders/ OEMs shall be entertained and responded to who have purchased the Tender Document i.e.; deposited the prescribed tender fee.

6.5 Discounts

The Bidders are informed that discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purposes.

6.6 Language of Bids

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

6.7 Documents Comprising the Bids

The bid prepared by the Bidder shall comprise of the following components:

6.7.1 Pre-Qualification Eligibility Criteria

- I. All the supporting documents
- II. Earnest Money Deposit (EMD) in the form of a Demand Draft Only.

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

- I. Checklist
- II. Power of Attorney executed by the Bidder in favor of the Principal Officer or the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this Tender (Refer Clause 6.10)
- III. Section VIII - Format 1: Technical Bid Letter
- IV. Section VIII - Format 2: General information about the Bidder
- V. Section VIII - Format 3: Description of arrangement with consortium members/ subcontractors/ service providers
- VI. Section VIII - Format 5: Technical Solution
- VII. Section VIII - Format 6: Specifications of the Physical Components
- VIII. Section VIII - Format 7: Specifications of the IT Components
- IX. Section VIII - Format 8: Manpower Details
- X. Section VIII - Format 9: Deviations from the Tender Terms & Conditions

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

- I. Section IX - Format 1: Commercial Bid Letter
- II. Section IX - Format 2: Breakdown of Cost Components

6.8 Bid Prices

- i. The Bidder shall indicate in the Performa prescribed, 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 Tender Document.
- ii. In absence of above information as requested in Clause 6.7.I above, a bid may be considered incomplete and be summarily rejected.
- iii. The Bidder shall prepare the bid based on details provided in the tender documents. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the Punjab State EGovernance Society, Punjab.
- iv. The Bidder shall carry out all the tasks in accordance with the requirement of the tender documents with due diligence and it shall be the responsibility of the Bidder to fully meet all the requirements of the tender documents. If during the course of execution of the project

any revisions are required to meet the goals of Punjab State EGovernance Society, Punjab like Technical specifications, Equipment sizing etc. are to be made within the current price without any impact to Punjab State EGovernance Society, Punjab.

- v. If bidder does any mistake in calculation of total amount, the unit price value will be taken as confirmed and calculations will be done accordingly.
- vi. If bidder misses any item/items and does total calculation excluding that item/items, H1 price will be loaded on that item/items.
- vii. Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of contract. Tendering authority however reserves the right to review and negotiate the charges payable for the Data Center Hire, its Facilities, Maintenance and Management at the beginning of the each year or at any time at the request of Tendering authority whichever is earlier to incorporate downward revisions as applicable and necessary.

6.9 Firm Prices

- i. Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- ii. The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies and other charges as may be applicable in relation to the activities proposed to be carried out. It is mandatory that such charges wherever applicable/ payable should be indicated separately in Section X - Format 18: Breakdown of Cost Components. However, should there be a change in the applicable taxes till the date of delivery of products/ services any downward revision shall be passed on to Tendering authority.
- iii. The Bidders are informed that discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purposes.
- iv. Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.
- v. Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The bidder shall sign the tender form at each page and at the end, in token of acceptance of all the terms and conditions of the tender.
- vi. The final Rate shall be written both in words and figures. There should not be errors and/or over-writings. Corrections, if any, should be made clearly and initialed with dates. The rates should mention element of the Punjab State Sales Tax/ VAT and Central Sales Tax/ VAT separately.

- vii. Considering the diversified technical and associated work related to SDC consortium has been allowed. However, the credentials of the lead bidder will be considered for eligibility conditions. The prime bidder would be the single point of contact for GoP for all SDC related work.
- viii. In case of any joint bid, the lead bidder will submit Power of Attorney from other team members or submit a teaming agreement between all the partners. The lead bidder would be responsible for all legal issues.
- ix. The State will consider if any revision in service tax during the tenure of the project. But it's DCOs responsibility to notify the SIA regarding any upward and downward change in the service tax and pass the benefit to SIA if there is any downward change in the same.
- x. The SIA will consider if any revision in service tax during the tenure of the project. But it's DCOs responsibility to notify (with supporting document(s)) the SIA regarding any upward and downward change in the service tax and pass the benefit to SIA if there is any downward change in the same and SIA will bear in case of upwards change.

6.10 Bidder Qualification

- i. The "Bidder" as used in the tender document shall mean the one who has signed the Tender Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in either cases he/ she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the representative and the principal.
- ii. It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/ she signs as the constituted attorney of the firm, or a company.
- iii. The authorization shall be indicated by written power-of-attorney accompanying the bid.
- iv. The power or authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid.
- v. Any change in the Principal Officer shall be intimated to Punjab EGovernance Society, Punjab in advance.
- vi. No Bidder shall contact the tendering authority on any matter relating to its bid; from the time of the bid opening to the time the Contract is awarded. However the tendering authority may contact the Bidders during evaluation.
- vii. Any such effort by a Bidder influencing the tendering authority's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

6.11 Period of Validity of Bids

- i. Bids shall remain valid for 180 days from the last date of submission of Bids. A bid valid for a shorter period may be rejected as non-responsive.
- ii. In exceptional circumstances, Punjab EGovernance Society, Punjab may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax). The validity of EMD shall also be suitably extended.

6.12 Local / Site Conditions

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

6.13 Contacting the Purchaser

- i. No Bidder shall contact the Purchaser on any matter relating to its bid; from the time of the bid opening to the time the Contract is awarded.
- ii. However the Purchaser may contact the Bidders during evaluation.

- iii. Any such effort by a Bidder influencing the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

6.14 Modification and Withdrawal of Bids

- i. The Bidder is allowed to modify or withdraw its submitted bid any time prior to the last date prescribed for receipt of bids, by giving a written notice to the Purchaser.
- ii. No bid may be altered/ modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders will not be considered.
- iii. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.
- iv. The bidder may wish to withdraw the bid provided that written notice of the withdrawal is received by Tendering authority a day before the last date prescribed for receipt of bids.
- v. The Bidder's withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions mentioned above. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than a day before the last date for receipt of bids.

6.15 Opening of Bids

- i. An evaluation committee will be formed for evaluation of the bids. Decision of the committee would be final and binding upon all the Bidders.
- ii. The State will open the bids, in the presence of the representatives of the Bidders who choose to attend, at the time, date and place, as mentioned in section I Invitation for Bids/ Important Dates.
- iii. The Bidder's names, modifications, bid withdrawals and the presence or absence of the requisite EMD and such other details considered appropriate will be announced at the bid opening.

6.16 Evaluation of Bids

The evaluation process of the tender proposed to be adopted by the Punjab State EGovernance Society is indicated under this clause. The purpose of this clause is only to provide the Bidders an idea of the evaluation process that Punjab State EGovernance Society, Punjab may adopt. However, Punjab State EGovernance Society, Punjab reserves the right to modify the evaluation process at any time before the last date of submission of bids without assigning any reason, whatsoever, and without any requirement of intimating the Bidders individually of any such change.

I. Preliminary Examination:

- a. The Punjab State EGovernance Society, Punjab 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.
- b. A bid determined as not substantially responsive will be rejected by Punjab State EGovernance Society, Punjab and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- c. The Punjab State EGovernance Society, Punjab may waive any informality or non-conformity or irregularity in a bid which does not constitute a material deviation according to the Bidder, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

II. Clarification

When deemed necessary, during the tendering process, the Punjab State EGovernance Society, Punjab may seek clarifications or ask the Bidders to make Technical presentations on any aspect from any or all the Bidders. However, that would not entitle the Bidder to change or cause any change in the substance of the tender submitted or price quoted.

III. Evaluation of Bids

- i. 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.
- ii. Punjab State EGovernance Society, Punjab 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 at Punjab State EGovernance Society, Punjab discretion.
- iii. Punjab State EGovernance Society, Punjab will assign points (quality of services score) to the technically qualified bidders based on the technical evaluation criterion approved by Punjab State EGovernance Society, Punjab. The commercial bids for the technically qualified bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive.
- iv. The evaluation will be made on the basis of quality - cum - cost, with a weight age to quality of services and cost in the ratio of 55:45.

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

6.17 Technical evaluation Criteria

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.**

6.17.1 Modified Technical Evaluation Criteria

S. No	Modified Template	Marks	Formats to be filled for compliance
A	Organizational Strength	30	
i.	<p>Bidder's experience in setting-up Data centers in India, quantified in terms of number of projects will be evaluated. Setting-up Data Centers would mean where the bidder has procured, installed and commissioned all IT and Non-IT components of the data center. Data centers with Project cost (IT and Non-IT both) not less than Rs. 5 Cr will be considered</p> <p>Bidder with maximum numbers of projects (maximum capped to 4 projects) shall be awarded full 6 marks and the others shall be awarded marks on relative (prorata) basis.</p>	6	Schedule A
ii.	<p>Bidder's experience in providing Facility management services to data centers in India, quantified in terms of number of projects will be evaluated. Facility Management would mean where the bidder has provided comprehensive operations / maintenance services towards all IT & Non-IT components of the data center. Data Centres with Project cost (IT and Non-IT both) not less than Rs. 5 Cr will be considered.</p> <p>Bidder with maximum numbers of projects (maximum capped to 4 projects) shall be awarded full 6 marks and the others shall be awarded marks on relative (prorata) basis.</p>	6	Schedule B
Iii	<p>Bidder's experience in providing IT System integration services in India/ services for Information Technology projects including implementation/ operations in India, quantified in terms of number of years will be evaluated. System Integration would mean where the bidder has procured installed and commissioned all IT components.</p> <p>Project considered for evaluation should have project cost more than Rs. 5 Cr.</p> <p>Bidder with maximum years of experience (maximum capped to 3 years) shall be awarded full 4 marks and the others shall be awarded marks on relative (prorata) basis.</p>	4	Schedule C

S. No	Modified Template	Marks	Formats to be filled for compliance
iv.	Bidder's experience in setting-up large Data centers in India, quantified in terms of value of projects will be evaluated. Setting-up Data Centers would mean where the bidder has procured, installed and commissioned all IT and Non-IT components of the data center. Bidder with highest value of project (maximum capped to 10 Cr), within last 3 financial years i.e 2012, 2011, 2010 shall be awarded full 5marks and the others shall be awarded marks on relative (prorata) basis	4	Schedule D
v.	Average Turn over of the bidder from Indian Operations for the last Three financial year ending 31st March 2012 > Rs 300 Cr = 5 > Rs 150 Cr ≤ Rs 300 crores = 4; > Rs 100 Cr ≤ 150 crores = 3;	5	Schedule E
vi.	Data centers that the bidder has set-up or is operating / managing with ISO 27001 certification (valid as on tender submission date) will be considered for evaluation under this clause. Bidder with maximum number of such data centers (capped to 4 nos) shall be awarded full 5 marks and the others shall be awarded marks on relative (prorata) basis.	5	Schedule F
B	Technical Solution Offered	70	
B1	Design & Architecture	30	
i.	Following components have been included for evaluation. For each component a schedule has been enclosed which the bidder has to fill Layout Power Requirement PAC Fire Prevention SAN Backup LAN WAN/Internet Physical Security Logical Security EMS Interoperability	30	Schedule G
B2	Product Compliance		
ii.	For each BOM component as specified in the Schedule H the bidder will provide the compliance status, deviations if any, impact of deviations (considered as negative impact), value addition provided and impact of value addition (considered as positive impact). If there is no deviation and value addition the bidder would get 70% of the marks attributed to that component. For each negative impact 10% of the marks attributed to the component	25	Schedule H

S. No	Modified Template	Marks	Formats to be filled for compliance
	shall be deducted and for each value addition 10% of the marks attributed to the component shall be added. (Note: The overall marks shall be restricted to the maximum allowed under that component head irrespective of the positive impact) Note: Evaluation committee has the sole right to accept the deviation and consider the same for negative impact or take action as per other tender conditions. Similarly accept the value addition and consider the same for positive impact.		
B3	Power Consumption	5	
i.	The whole solution of the bidder shall be evaluated with regard to the total power requirements in terms of peak power requirement. The bidder shall provide Equipment wise peak power consumption of all the proposed equipments in a tabulated manner along with the un-priced BOM submitted with the technical bids. The total peak power consumption of respective bids shall be compared for evaluation. The bidder with least peak power consumption shall be awarded full 5 marks and the other bidders shall be awarded marks on relative (prorate) basis	5	Schedule I
B4	Resource Allocation	6	
i.	The bidder must have on its roll at least 100 technically qualified professionals in, networking, systems integration, and prior experience in providing the Data Center Infrastructure maintenance services as on 31.03.2012: > 500 = 2; 400 - 500 = 1.5; 300 - 200 = 1; 100 - 200 = 0.5	2	Schedule J
ii.	Number of resources deployed by the bidder having valid BS7799 / ISO 27001 certification. More than 1 = 2 One resource with valid certification = 1;	2	Schedule K
iii.	Number of resources employed with the bidder having valid ITIL/ ISO 20000 certification More than 1 = 2 One resource with valid certification = 1;	2	Schedule L
B5	Operations and Maintenance	4	
	The operations and maintenance capability and commitment is being gauged through the SLA commitment of each bidder and the solution offered to support the SLA commitment The bidder can commit higher SLAs. SLA commitment of individual components shall be evaluated and the bidder with highest commitment in the particular component shall be awarded maximum marks and others shall be awarded marks on relative (pro-rata) basis. Components that will be considered are given below:		Schedule M
I	Power Availability	1	

S. No	Modified Template	Marks	Formats to be filled for compliance
ii	Systems Availability	1	
iii.	Help desk, incident management, problem management	1	
iv.	Security Management	1	
Total Marks		100	

Schedule A: Bidders Experience In Setting- Up Data Centers

Criteria	S. No.	Name of Client	Project Cost	Yr of Execution	Details of testimonial attached	Pg no where the work order is provided
<p>Bidder's experience in setting-up Data centers in India, quantified in terms of number of projects will be evaluated. Setting-up Data Centers would mean where the bidder has procured, installed and commissioned all IT and Non-IT components of the data center. Data centers with Project cost (IT and Non-IT both) not less than Rs. 5 Cr will be considered. Bidder with maximum numbers of projects (maximum capped to 4 projects) shall be awarded full 6 marks and the others shall be awarded marks on relative (prorata) basis.</p>	1					
	2					
	3					
	4					

Schedule B: Bidders Experience in Providing Facility Management

Criteria	S. No.	Name of Client	Project Cost	Year of Execution	Page number where the work order is provided
<p>Bidder's experience in providing Facility management services to data centers in India, quantified in terms of number of projects will be evaluated. Facility Management would mean where the bidder has provided comprehensive operations / maintenance services towards all IT & Non-IT components of the data center. Data Centres with Project cost (IT and Non-IT both) not less than Rs. 5 Cr will be considered. Bidder with maximum numbers of projects (maximum capped to 4 projects) shall be awarded full 6 marks and the others shall be awarded marks on relative (prorata) basis</p>	1				
	2				
	3				
	4				

Schedule C: Bidders Experience In Providing System Integration:

Criteria	Yr of issue of work order	Total Number of yrs (as on bid submission date)	Name of Client	Project Cost	Evidence for yr of issue. Pg no where the work order is provided
<p>Bidder's experience in providing IT System integration services in India/ services for Information Technology projects including implementation/ operations in India, quantified in terms of number of years will be evaluated. System Integration would mean where the bidder has procured installed and commissioned all IT components. Project considered for evaluation should have project cost more than Rs. 5 Cr. Bidder with maximum years of experience (maximum capped to 3 years) shall be awarded full 4 marks and the others shall be awarded marks on relative (prorata) basis."</p>					

Schedule D : Bidders Experience in Setting Up Large Data Centers:

Criteria	S. No.	Name of Client	Data Center Order Value	Year of Execution	Page number where the work order is provided
<p>Bidder's experience in setting-up large Data centers in India, quantified in terms of value of projects will be evaluated. Setting-up Data Centers would mean where the bidder has procured, installed and commissioned all IT and Non-IT components of the data center.</p> <p>Bidder with highest value of project (maximum capped to 10 Cr), within last 3 financial years i.e 2012, 2011, 2010 shall be awarded full 5marks and the others shall be awarded marks on relative (prorata) basis."</p>	1				

Schedule E: Average Turnover:

Criteria	Turnover for the FY 2011-12	Turnover for the FY – 2010-11	Turnover for the FY 2009-10	Average Turnover (INR)	Indicate the page number where balance sheets are provided
<p>Average Turn over of the bidder from Indian Operations for the last Three financial year ending 31st March 2012</p> <p>> Rs 300 Cr = 5</p> <p>> Rs 150 Cr ≤ Rs 300 crores = 4;</p> <p>> Rs 100 Cr ≤ 150 crores = 3;</p>					

Schedule F: Certification:

Criteria	S. N	Name of Client	Year of ISO 27001 certification and Valid upto	Data Center Activity (Setup/Operating/Managing)	Pg no where the certification details are provided
<p>Data centers that the bidder has set-up or is operating / managing with ISO 27001 certification (valid as on tender submission date) will be considered for evaluation under this clause. Bidder with maximum number of such data centers (capped to 3 nos) shall be awarded full 5 marks and the others shall be awarded marks on relative (prorata) basis.</p>	1				
	2				
	3				

Schedule G: Design and Architecture

The total marks allocated for this criteria are 30, however since the number of items to be evaluated is large hence the marks have been scaled up for evaluation and then adjusted to the maximum marks available proportionately.

Technical Solution Offered		Scale Up	Marks	Layout	Power Requirement	PAC	Fire Prevention	SAN	Backup	LAN	WAN	Physical Security	Logical Security	EMS	Interoperability
Design and Architecture %	30	10	300	5	15	15	8	12	5	5	2	5	8	8	12
Max marks out of 300				15	45	45	24	36	15	15	6	15	24	24	36
Max marks out of 30				1.5	4.5	4.5	2.4	3.6	1.5	1.5	0.6	1.5	2.4	2.4	3.6

G.1 Layout Planning

Topic	Scaled up Marks	Data Center Design & Architecture Criteria	Bidder to provide the required information	Page number where the details are provided
Layout	15	<p>Detailed layout proposed by the bidder for the site designated for the Data Center will be evaluated for adequacy of design with respect to achieving better utilization of space.</p> <p>The design accommodating maximum number of Racks without compromising other design considerations will get the maximum marks and others will be given prorata.</p>	Total number of Racks proposed < to be filled by bidder >	<bidder to provide the page number where the solution is provided>

G.2 Power Requirements

Topic	Marks	Data Center Design Criteria	Bidder to provide the required information	Page number where the details are provided
Power Provisioning	10	Maximum power available per Sq. ft will be evaluated. For the purpose of evaluation bidder who proposes power of xx(=calculate acc to State req) KVA per sq ft (=critical power/ server farm area) or more for server farm area) and xx(=calculate acc to State req) KVA per sq ft or more (=power req for auxilliary area/ auxilliary area) for auxilliary area will be considered for maximum marks and the rest will be given marks on pro rata."	Proposed maximum power per sqft KVA < to be filled by bidder >	<bidder to provide the page number where the solution is provided>
Cabling	15	<p>The power design solution of the bidder would be evaluated for availability of dual path from DC source panel to load.</p> <p>The bidder who proposes dual path shall get full marks others will be given marks on prorata</p>	Yes/No < to be filled by bidder >	<bidder to provide the page number where the solution is provided>
Power Distribution panel	10	<p>The solution design for the power distribution panel for the racks will be evaluated.</p> <p>The bidder who proposes maximum racks distribution per</p>	Proposed rack distribution per panel _____ no. < to be filled by bidder >	<bidder to provide the page number where the solution is provided>

Topic	Marks	Data Center Design Criteria	Bidder to provide the required information	Page number where the details are provided
		panel will be will be considered for maximum marks and the rest will be given marks on pro rata.		
UPS Space	5	The space requirement for UPS will be evaluated. The bidder who proposes minimum space requirement be considered for maximum marks and the rest will be given marks on pro rata.	Total space provisioned for UPS _____ sqft. < to be filled by bidder >	<bidder to provide the page number where the solution is provided>
UPS expansion	5	The solution design for expansion of UPS capacity in KVA will be evaluated. The bidder who proposes maximum expansion capacity in parallel (maximum 6) will be considered for maximum marks and the rest will be given marks on pro rata.	Expansion capacity _____KVA within the same unit	<bidder to provide the page number where the solution is provided>

G.3 Precision Air Conditioning

Topic	Marks	Data Center Design Criteria	Bidder to provide the required information	Page number where the details are provided
Space	10	The space requirement for indoor units will be evaluated. The bidder who proposes minimum space requirement be considered for maximum marks and the rest will be given marks on pro rata.	Total space provisioned for indoor units _____ sqft. < to be filled by bidder >	
	10	The space requirement for outdoor units will be evaluated. The bidder who proposes minimum space requirement be considered for maximum marks and the rest will be given marks on pro rata.	Total space provisioned for outdoor units _____ sqft. < to be filled by bidder >	
Power requirement per TR	10	The solution will be evaluated with respect requirement of power per TR. The bidder who proposes minimum power per TR will be considered for maximum marks and the rest will be given marks on pro rata.	Proposed power in KVA _____ required per TR. < to be filled by bidder >	
PAC	15	The solution design for expansion of PAC capacity in TR within the same PAC will be evaluated. The bidder who proposes maximum expansion capacity within the unit will be considered for maximum marks and the rest will be given marks on pro rata."	Proposed expansion capacity within the unit _____ TR. < to be filled by bidder >	<bidder to provide the page number where the solution is provided>

G 4: Fire Prevention System

Topic	Marks	Data Center Design Criteria	Bidder to provide the required information	Page number where the details are provided
Fire Detection	12	<p>"The solution of the bidder with respect to the design for installing the detectors both heat and smoke will be evaluated. While one detector should be installed in every 150 Sq. ft in the server area. For other areas one detector should be installed in every 625 Sq. ft. Bidder should be proposing xxx or more detectors overall ((server farm area/150) or more for the server farm area and (auxilliary area/625) or more for the auxilliary area) for a small Sate. For maximum marks consideration will be given to the following:</p> <ol style="list-style-type: none"> 1) Compliance of the solution proposed to NFPA 75 (Standard for protection of IT equipment) 2) Compliance of the solution proposed to TIA 942 (Telecommunications Infrastructure Standard for Data Centers) 3) The solution proposed should offer a combination of ionization and photoelectric smoke detectors. 4) The capability of the proposed solution to have different threshholds and sensivity settings for detection for different areas / partitions of the Data Center. 5) Vendors providing Very Early Smoke Detection Apparatus (VESDA) <p>The rest will be given marks on pro rata."</p>	<p>Number of detectors proposed in the server farm area _____ no. < to be filled by bidder ></p>	<p><bidder to provide the page number where the solution is provided></p>

Topic	Marks	Data Center Design Criteria	Bidder to provide the required information	Page number where the details are provided
Fire Suppression	12	The fire suppression solution suppression in the server farm area will be evaluated for eco-friendly attributes. Bidder proposing better solution will be considered for maximum marks and the rest will be given marks on pro rata.	Name of the gas proposed. < to be filled by bidder >	<bidder to provide the page number where the solution is provided>

G 5: Storage Solution (SAN)

Topic	Marks	Data Center Design Criteria	Bidder to provide the required information	Page number where the details are provided
Performance	12	<p>The proposed SAN model will be evaluated with respect to the TPCC ratings. The bidder with maximum TPCC ratings will be considered for maximum marks and the rest will be given marks on pro rata.</p>	<p>Make _____ Model- _____ TPCC rating < to be filled by bidder ></p>	<p><bidder to provide the page number where the solution is provided></p>
Maximum Raw Capacity	12	<p>The proposed SAN model will be evaluated with respect to maximum raw capacity that can be populated. The bidder with maximum raw capacity will be considered for maximum marks and the rest will be given marks on pro rata.</p>	<p>Maximum Raw Capacity _ TB < to be filled by bidder ></p>	<p><bidder to provide the page number where the solution is provided></p>
Maximum cache capacity	12	<p>The proposed SAN model will be evaluated with respect to the maximum cache supported in a single enclosure. The bidder with maximum cache supported in a single enclosure will be considered for maximum marks and the rest will be given marks on pro rata.</p>	<p>Maximum cache supported in a single enclosure _____ GB < to be filled by bidder ></p>	<p><bidder to provide the page number where the solution is provided></p>

G.6: Backup Solution

Topic	Marks	Data Center Design Criteria	Bidder to provide the required information	Page number where the details are provided
System/ Firmware support	10	The proposed backup solution will be evaluated with respect to the system upgrade/firmware update. The bidder with no downtime will be considered for maximum marks and the rest will be given marks on pro rata.	Minimum Time required for system upgrade/firmware updates _____ min < to be filled by bidder >	<bidder to provide the page number where the solution is provided>
Tape Library scalability	5	The proposed Tape library will be evaluated with respect to the max no. of drive supported in a single library. The bidder with maximum drives in a single library will be considered for maximum marks and the rest will be given marks on pro rata.	Make _____ Model- _____ Drives supported _____ < to be filled by bidder >	<bidder to provide the page number where the solution is provided>

G 7: LAN Solution

Topic	Marks	Data Center Design Criteria	Bidder to provide the required information	Page number where the details are provided
Core Switch	8	<p>The proposed Core Switch will be evaluated with respect to the scalability of the ports available for future expansion after populating as per the RFP requirement.</p> <p>The bidder with maximum ports available for future expansion will be considered for maximum marks and the rest will be given marks on pro rata.</p>	<p>Make_____</p> <p>Model-_____</p> <p>Maximum ports available for future expansion _____</p> <p><to be filled by bidder ></p>	<p><bidder to provide the page number where the solution is provided ></p>
LAN cabling	4	<p>"The proposed LAN cabling will be evaluated with respect to the number of LAN ports provided per racks.</p> <p>The bidder with 24 or more LAN ports available per rack will be considered for maximum marks and the rest will be given marks on pro rata."</p>	<p>Maximum LAN ports per rack _____</p> <p><to be filled by bidder ></p>	<p><bidder to provide the page number where the solution is provided ></p>
Redundancy	3	<p>The proposed LAN cabling will be evaluated with respect to the redundancy provided at each level (No single point of failure).</p> <p>The bidder with no single point of failure will be considered for maximum marks and the rest will be given marks on pro rata.</p>	<p>Schematic LAN diagram with sufficient details in support</p>	<p><bidder to provide the page number where the solution is provided ></p>

G 8: WAN

Topic	Marks	Data Center Design Criteria	Bidder to provide the required information	Page number where the details are provided
Internet Router	6	<p>The proposed router will be evaluated with respect to the type of interface support available for future expansion after populating as per the RFP requirement.</p> <p>The bidder with maximum types of interface support available for future expansion will be considered for maximum marks and the rest will be given marks on pro rata.</p>	<p>Make _____</p> <p>Model- _____</p> <p>Maximum type of interface support available for future expansion <to be filled by bidder ></p>	<bidder to provide the page number where the solution is provided>

G.9 Physical Security

Topic	Marks	Data Center Design Criteria	Bidder to provide the required information	Page number where the details are provided
Data Center Surveillance	5	<p>The proposed Data Center surveillance solution will be evaluated with respect to the maximum coverage area with minimum cameras. The bidder with maximum coverage with minimum cameras will be considered for maximum marks and the rest will be given marks on pro rata.</p>	<p>Make _____</p> <p>Model- _____</p> <p>Number of cameras provided with layout diagrams in support.< to be filled by bidder ></p>	<bidder to provide the page number where the solution is provided>
Access Control	5	<p>"The proposed Access control will be evaluated with respect to the Bio-metric devices proposed and Control based on access cards.The bidder at a minimum should propose one Bio-metric device for each entry gate into the server farm area and access control cards for all ingress and outgress (including</p>	<p>Make _____</p> <p>Model- _____</p> <p>Number of Bio-metric Devices provided with layout diagrams in support. _____ < to be filled by bidder ></p>	<bidder to provide the page number where the solution is provided>

Topic	Marks	Data Center Design Criteria	Bidder to provide the required information	Page number where the details are provided
		<p>server farm). In addition the bidder will at a minimum provide option for Emergency Exit (Break Glass etc) at all exit points in the server farm area and atleast one for the auxillary area.</p> <p>For maximum marks consideration will be given to the following:</p> <ol style="list-style-type: none"> 1) Detailed logging (audit trail) of Entry and Exit details. 2) Integration with BMS (Building Management System) 3) Alarms for unsuccessful attempts (configurable) 4) Ability of the access control mechanism to support time bound access (Access not allowed after expiration date & time) 5) Time allowed for ingress / outgress after successful validation should be configurable. 6) Different levels of access allowed using the Access Control System (E.g. Access to Reception area only inside Data Center or access to Server Staging Area as well.) 7) Ability of the Access Control Sytem to provide reports on cards currently active, disabled or deleted etc) 8) For Biometric Access Control FIPS 201 Compliance and having Identification Time: < 2 seconds, False Acceptance Rate (FAR): 0.2%, False Rejection Rate (FRR): 1.0% <p>The rest will be given marks on pro rata."</p>		

Topic	Marks	Data Center Design Criteria	Bidder to provide the required information	Page number where the details are provided
Security Layer	5	<p>The proposed Physical security will be evaluated with respect to the proposed layers of security.</p> <p>The bidder with maximum number of security layers will be considered for maximum marks and the rest will be given marks on pro rata.</p>	Security Layer proposed with layout diagrams in support. < to be filled by bidder >	<bidder to provide the page number where the solution is provided>

G.10 Logical Security

Topic	Marks	Data Center Design Criteria	Bidder to provide the required information	Page number where the details are provided
Redundancy	8	<p>The proposed Logical security solution will be evaluated with respect to the level of redundancy proposed.</p> <p>The bidder with redundancy at all the logical layers/levels will be considered for maximum marks and the rest will be given marks on pro rata.</p>	Security Architecture showing redundancy in the proposed security devices in support. < to be filled by bidder >	<bidder to provide the page number where the solution is provided>
Firewall (External)	8	<p>The proposed firewall will be evaluated with respect to the ability of handling different network segments.</p> <p>The bidder with maximum handling of different network segment will be considered for maximum marks and the rest will be given marks on pro rata.</p>	<p>Make_____</p> <p>Model-_____</p> <p>Total number of different network segment supported < to be filled by bidder ></p>	<bidder to provide the page number where the solution is provided>

Topic	Marks	Data Center Design Criteria	Bidder to provide the required information	Page number where the details are provided
Intrusion Prevention	8	Intrusion Prevention: The bidder with maximum throughput will be considered for maximum marks and the rest will be given marks on pro rata."	Make _____ Model- _____ Maximum RAM upgradable up to GB. <to be filled by bidder >	<bidder to provide the page number where the solution is provided>

G. 11: EMS

Topic	Marks	Data Center Design Criteria	Bidder to provide the required information	Page number where the details are provided
EMS hardware Sizing	6	The proposed EMS solution will be evaluated with respect to the EMS hardware sizing considering 5 years of SDC operations. The bidder should provision the servers with adequate capacity over and above the anticipated load. Bidder with maximum capacity will be considered for maximum marks and the rest will be given marks on pro rata.	A certificate from OEM certifying the additional capacity over and above the anticipated load. < to be filled by bidder >	<bidder to provide the page number where the solution is provided>
EMS Architecture	6	The proposed EMS solution will be evaluated with respect to the number of devices supported. Maximum marks shall be awarded to bidders who have proposed EMS licenses/agents to cover complete SDC infrastructure and the rest will be given marks on pro-rata	Number of network management licenses proposed_____ Number of server agents proposed_____ Number of applications agents proposed_____	<bidder to provide the page number where the solution is provided>
EMS ITILv3 Compliance	6	The proposed EMS solution will be evaluated with respect to the compliance with ITIL V3 Life Cycle Approach. The bidder with ITIL V3	Details of certification_____	<bidder to provide the page number where the solution is

Topic	Marks	Data Center Design Criteria	Bidder to provide the required information	Page number where the details are provided
		<p>compliance that are ITIL certified and verified by independent third party evaluators will be considered for maximum marks and others without certification will be given no marks</p>		<p>provided></p>
Application performance monitoring	6	<p>The proposed Application performance monitoring solution will be evaluated with respect to its functionality to provide application monitoring within the application (meaning capturing real transactions and not synthetic/simulated transactions)</p> <p>The bidder providing with compliance will be considered for maximum marks and non compliance will be given zero marks</p>	<p>Is the agent on the application server_____ (yes/no) < to be filled by bidder ></p>	<p><bidder to provide the page number where the solution is provided></p>

G.12: Storage Management and Interoperability

Topic	Marks	Data Center Design Criteria	Bidder to provide the required information	Page number where the details are provided
Clustering support	7	<p>Number of Operating Systems certified by the Clustering technology to support clustering</p> <p>Bidder with maximum certified Operating Systems shall be awarded full marks and the others shall be awarded marks on relative (pro-rata) basis</p>	<p>Names of Storage/OS OEM (whichever is applicable)</p> <p>1 2 3 4 5</p>	<bidder to provide the page number where the solution is provided for meeting the functionality>
Storage management	7	<p>Number of Storage OEMs supported by the Volume Management and file system to perform capacity expansion and distribution from these OEMs</p> <p>Bidder with maximum certified Storage OEM shall be awarded full marks and the others shall be awarded marks on relative (pro-rata) basis.</p>	<p>Names of Storage/OS OEM (whichever is applicable)</p> <p>1 2 3 4 5</p>	<bidder to provide the page number where the solution is provided for meeting the functionality>
Storage management	7	<p>Number of Storage OEMs supported by the Storage Multi-pathing software to perform multipathing for Storages from these OEMs</p> <p>Bidder with maximum certified Storages shall be awarded full mark and the others shall be awarded marks on relative (pro-rata)</p>	<p>Names of Storage/OS OEM (whichever is applicable)</p> <p>1 2 3 4 5</p>	<bidder to provide the page number where the solution is provided for meeting the functionality>

Topic	Marks	Data Center Design Criteria	Bidder to provide the required information	Page number where the details are provided
		basis.		
Storage management	7	Number of Storage OEMs supported by the Snapshot/ Point in time technology to perform snapshots/Point-in-Time Copies to Storage from these OEMs. Bidder with maximum certified Storages (capped to 10 nos.) shall be awarded full mark and the others shall be awarded marks on relative (pro-rata) basis.	Certified Storages 1 2 3 4 5	<bidder to provide the page number where the solution is provided for meeting the functionality>
Storage Data Replication	8	Number of Storage OEMs supported by the Storage Data Replication technology to perform data replication to Storage from these OEMs. Bidder with maximum certified Storages (capped to 5 nos.) shall be awarded full marks and the others shall be awarded marks on relative (pro-rata) basis.	Certified Storages 1 2 3 4 5	<bidder to provide the page number where the solution is provided for meeting the functionality>

Schedule H: Product Compliance:

Bill of Material	Scale up and down by a factor of 10. Total marks available 25, scaled up to 250			Compliance with RFP specifications	Deviations, if any	Impact of deviation on (Performance/ Scalability/ Availability)	Value addition provided	Impact of value addition on (Performance / Scalability/ Availability)
				1[1] (Yes/Partial/No)				
IT Infrastructure	%	250	25			Negative Impact		Positive Impact
Internet Router	3	7.5	0.75					
Firewall	5	12.5	1.25					
IPS	3	7.5	0.75					
HIDS	3	7.5	0.75					
Anti-virus Software	3	7.5	0.75					
Agg. Core Switches	5	12.5	1.25					
App Switches	3	7.5	0.75					
KVM Switch, LCD Monitor, Keyboard	3	7.5	0.75					
LAN Passive Components	4	10	1.0					
Enterprise Management System	4	10	1.0					
Application Server	5	12.5	1.25					
DB Server	5	12.5	1.25					
SAN Storage	5	12.5	1.25					
SAN Switches	3	7.5	0.75					
Tape Library	3	7.5	0.75					
Web Server	3	7.5	0.75					
Management Server	5	12.5	1.25					
Directory Server	3	7.5	0.75					

Bill of Material	Scale up and down by a factor of 10. Total marks available 25, scaled up to 250			Compliance with RFP specifications	Deviations, if any	Impact of deviation on (Performance/ Scalability/ Availability)	Value addition provided	Impact of value addition on (Performance / Scalability/ Availability)
Enterprise Backup server	3	7.5	0.75					
Staging Server	3	7.5	0.75					
Racks	2	5	0.5					
Backup Software	2	5	0.5					
Physical Infrastructure								
HVAC	2	5	0.5					
Fire Suppression and Detection	3	7.5	0.75					
Electrical Works	2	5	0.5					
DG Set	3	7.5	0.75					
UPS	3	7.5	0.75					
Access Control and CCTV	2	5	0.5					
BMS	2	5	0.5					
Public Address System	1	2.5	0.25					
Water Leak detection and HSSD	2	5	0.5					
Audio Video solution	2	5	0.5					

*Deviations will lead to negative marking which will be decided by the Evaluation Committee.

Schedule I : Power Consumption:

Criteria

The whole solution of the bidder shall be evaluated with regard to the total power requirements in terms of peak power requirement. The bidder shall provide Equipment wise peak power consumption of all the proposed equipments in a tabulated manner along with the un-priced BOM submitted with the technical bids. The total peak power consumption of respective bids shall be compared for evaluation. The bidder with least peak power consumption shall be awarded full 5 marks and the other bidders shall be awarded marks on relative (prorate) basis

Sr. No.	Component (a)	OEM (b)	Per Unit Peak Power Consumption (c)	Number of Units (d)	Total Peak power consumption per component (c x d)	Brochure / Data Sheet where the details are provided
Cooling Solution						
*1	PAC					
2	AC					
Compute Components						
*1	Application Servers					
2	Database Servers					
3	Web Server					
4	Management Server					
Sr. No.	Component (a)	OEM (b)	Per Unit Peak Power Consumption (c)	Number of Units (d)	Total Peak power consumption per component (c x d)	Brochure / Data Sheet where the details are provided
5	Staging Server					
6	Backup Server					
Networking Components						
*1	Router					
	Firewall					
	IPS					
	Core Switch					
	Access Switch					
Storage Components						
*1	SAN Storage					
	SAN Switch					
	Tape Library					
Total Peak Power Consumption considered for evaluation						

(Please note that If there is any component which the bidder has missed out against each category then the Peak Power load of the bid with highest peak power load against this component shall be considered and if there are more than one missing components in the bid then it will be considered at par with the highest total peak power consumption bid and technical score shall be given accordingly)

Schedule J: Resource Allocation

Criteria						
"The bidder must have on its roll at least 100 technically qualified professionals in, networking, systems integration, and prior experience in providing the Data Center Infrastructure maintenance services as on 31.03.2011: " : > 500 = 2; 400 - 500 =1.5; 300 - 200 =1; 100 - 200 = 0.5						
S. No.	Type of resource	No. of Resources	Key Responsibilities	Academic Qualifications and Certifications (e.g. ITIL, ITSM)	Years of Relevant Experience	Name of the Company (in case of prime and partner)
1	Project manager					
2	Data Centre Design Expert					
3	Onsite support					
4	Others					
5					

Schedule K: Resource with ISO 27001 Certification:

Criteria	S. No.	Name of Resource	Certificate Valid upto	Page number where the copy of certificate is enclosed	Undertaking that the resources are currently employed by the Company (Page No.)
Number of resources deployed by the bidder having valid BS7799 / ISO 27001 certification. More than 1 resource = 2 marks One resource with valid certification = 1 marks;	1				
	2				

Schedule L: Resource with ISO 20000 Certification:

Criteria	S. No.	Name of Resource	Certificate Valid upto	Page number where the copy of certificate is enclosed	Undertaking that the resources are currently employed by the Company (Page No.)
Number of resources deployed by the bidder having valid ITIL / ISO 20000 certification. More than 1 resource = 2 marks One resource with valid certification = 1 marks;	1				
	2				

Schedule M: SLA Commitment:

Criteria	Minimum SLA commitment as per RFP	2Higher / Better SLA commitment	Pg No where the details of the Solution are provided which support the basis for Higher SLA commitment
The operations and maintenance capability and commitment is being gauged through the SLA commitment of each bidder and the solution offered to support the SLA commitment			
The bidder can commit higher SLAs. SLA commitment of individual components shall be evaluated and the bidder with highest commitment in the particular component shall be awarded maximum marks and others shall be awarded marks on relative (pro-rata) basis. Minimum 70% marks are assured on commitment as per RFP SLA. Components that will be considered are given below:			
Power Availability			
Systems Availability			
(iii) Helpdesk, Incident Management and Problem Management			
Security Management			

6.18 Evaluation of Commercial Bids

- i. Commercial bids of those bidders who qualify the technical evaluation will be opened.
- ii. The commercial scores will be calculated as

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

where,

F_n = Normalized financial score of the bidder under consideration

F_b = Evaluated cost for the bidder under consideration

F_{min} = Minimum evaluated cost for any bidder

6.18.1 Evaluation of Bid –

Final Evaluation of the overall score will be calculated as follows:-

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

where,

B_n = overall score of bidder under consideration

T_n = Technical score for the bidder under consideration

F_n = Normalized financial score of the bidder under consideration

2 Once higher SLA commitment is accepted and marks awarded then if the bidder is awarded the contract then the RFP SLA will get amended to include higher uptimes and penalties will also get applicable to these higher uptime commitments.

Site constraint

- Bidder shall visit and examine the site thoroughly and get all the relevant information related to site constraints and submit the solution bid accordingly.
- Any additional scope which is to be carried out due to site constraint should be mentioned in the BOQ as one line item.
- No separate line items for each scope related to site constraint should be provided in the Commercial Bid.
- Bidder will provide the lump sum cost for the entire scope related to site constraint.
- No additional claim related to site constraint other than the lump sum cost approved by State Implementation Agency (SIA) in the BOQ will be entertained by the SIA.

6.19 Post Qualification and Award Criteria

- I. Award of contract shall be given to the bidder/ consortium who will get the Highest overall score (Best evaluated bid) after final evaluation as per $B_n = 0.55 * T_n + 0.45 * F_n$
- II. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event; Punjab State EGovernance Society, Punjab. will proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- III. Punjab State EGovernance Society, Punjab. is not bound to accept the best evaluated bid or any bid and reserves the right to accept any bid, wholly or in part, part without assigning any reason to the bidders

6.20 State Government's right to vary Scope of Contract at the time of Award

- I. Punjab State EGovernance Society, Punjab may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified.
- II. If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both and the contract shall be amended.
- III. Schedule and the Contract or both shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the Tendering authority change order.

6.21 Signing of Contract

- I. At the same time as Punjab State EGovernance Society, Punjab. notifies the successful Bidder that its bid has been accepted, the Punjab State EGovernance Society, Punjab will send the

Bidder the Performa for Contract provided in the Tender Document, incorporating all agreements between the parties.

- II. Within 7 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to the Punjab State EGovernance Society, Punjab.

6.22 Performance Security

- I. Within 20 days from the date of order from the Tendering authority, the successful Bidder shall furnish the performance security.
- II. Failure of the successful Bidder to comply with the requirement of Clause 6.19 or Clause 6.20.I shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. In case of exigency, if the Tendering authority (gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by the successful Bidder.

6.23 Confidentiality of the Document

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

6.24 Rejection Criteria

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

I. General Rejection Criteria

- i. Bids submitted without or improper EMD
- ii. Bids which do not confirm unconditional validity of the bid as prescribed in the Tender
- iii. If the information provided by the Bidder is found to be incorrect / misleading at any stage/ time during the Tendering Process
- iv. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions
- v. Bids received by Punjab State EGovernance Society, Punjab after the last date prescribed for receipt of bids.
- vi. Bids without signature of person(s) duly authorized on required pages of the bid
- vii. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- viii. CAPEX happens to be more than 50% of total order value

II. Technical Rejection Criteria

- i. Technical Bid containing commercial details.
- ii. Revelation of Prices in any form or by any reason before opening the Commercial Bid
- iii. Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- iv. Bidders not quoting for the complete scope of Work as indicated in the Tender document, addendum(s) (if any) and any subsequent information given to the Bidder.
- v. Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Document.
- vi. The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
- vii. If the bid does not confirm to the timelines indicated in the bid.

III. Commercial Rejection Criteria

- i. Incomplete Price Bid
- ii. Price Bids that do not conform to the Tender's price bid format.
- iii. Total price quoted by the Bidder does not include all statutory taxes and levies applicable.
- iv. If there is an arithmetic discrepancy in the commercial bid calculations the Tendering authority shall rectify the same and take it for further evaluation/ comparison. If the Bidder does not accept the correction of the errors, its bid will be rejected.
- v. Bid will be rejected after scrutiny if total CAPEX happens to be more than 50% of the overall bid value.
- vi. Conditional Commercial Bids

6.25 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 concession on rates of levies like customs duty, excise duty, sales tax, etc. STATE GOVERNMENT. will not take responsibility towards this. However, STATE GOVERNMENT may provide necessary assistance, wherever possible, in this regard.

6.26 Income Tax Liability

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

Note:

- Manpower provided by the DCO for FMS/ O&M should be well equipped with adequate number of all the necessary tools/equipments (like Desktops, Laptops, Printers, Scanners, Multi Function Devices, projectors/ display units for monitoring, Mobiles (without camera) etc.) required for FMS/O&M to maintain the committed uptime/SLA for the entire project period at DCO's own cost (Capital & Recurring).
- Application(s) along with their associated items shall be hosted in the upcoming SDC in which the DCO has to facilitate service for hosting only.

Section VII

General Conditions of the Contract

7 Section VII - General Conditions of the Contract

Indicative format of Contract:

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

Whereas PUNJAB STATE EGOVERNANCE SOCIETY is desirous of (description of services) for carrying out PUNJAB STATE EGOVERNANCE SOCIETY. Operations conforming to specifications as set forth in the Scope of Work at Volume I, Section IV.

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

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

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

7.1 Definitions:

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

- I. **“Business Day”** means any day that is not a Sunday or a public holiday (as per the official holidays observed by Punjab State E Governance Society
- II. **“Confidential Information”** means any information disclosed to or by any Party to his 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:
 - a. is by its nature confidential or by the circumstances in which it is disclosed confidential; or
 - b. 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.
- III. **“Contract”** means the Agreement entered into between the Punjab State E Governance Society, Punjab and the “Implementation Agency” as recorded in the Contract form signed by the Punjab State E Governance Society and the “Implementation Agency/DCO” including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.
- IV. **“Implementation Agency’s Representative”** means the person or the persons appointed by the DCO from time to time to act on its behalf for overall co-ordination, supervision and project management.
- V. **“Commissioning of Data Center”** means the Data Center site preparation, supply and installation of the required Physical & IT components, making the site available to Punjab State E Governance Society for carrying out live Operations and getting the acceptance of the same from the Punjab State E Governance Society , Punjab.
- VI. **“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.
- VII. **“Contract/ Project Period”** - The Contract/ Project Period shall commence from the date of issue of work order till five Years of Operations & Maintenance Services after commissioning of datacenter.

- VIII. **“Effective Date”** means the date on which this Contract is signed and executed by the parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.
- IX. **“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.
- X. **“Kick Off Meeting”** means a meeting convened by the Punjab State EGovernance Society to discuss and finalize the work execution plan and procedures with Implementation Agency.
- XI. The **“DCO”** means the company with whom the order has been placed for providing Services as specified in this tender/contract and shall be deemed to include the Implementation Agency's successors, representatives (approved by the Punjab State EGovernance Society), theirs, executors, and administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
- XII. **“Data Center Operator Team”** means the successful Bidder who has to provide services to the Punjab State EGovernance Society under the scope of this Tender / Contract. This definition shall also include any and/or all of the employees of Bidder, their authorized agents and Representatives and approved Sub Implementation Agencies or other personnel employed or engaged either directly or indirectly by the DCO for the purposes of the Contract.
- XIII. **“Parties”** means the Punjab State EGovernance Society / Punjab State EGovernance Society, Punjab and the DCO and “Party” means either of the Parties.
- XIV. **“Service”** means facilities/services to be provided as per the requirements specified in this tender document and any other incidental services, such as installation, implementation, maintenance, provision of technical assistance and other such obligations of the DCO covered under the Contract;
- XV. **“Service Specification”** means and include detailed description, statements to technical data, performance characteristics, and standards as applicable and as specified in the Contract as well as those specifications relating to Industry standards and codes applicable to the performance of the work, work performance quality and the specifications affecting the works or any additional specification required to be produced by the DCO to meet the design criteria.
- XVI. **“Site”** means the Data Center space, NOC Area, Staging Area, Media and Accessories Room and other allied areas as approved by the v Punjab State EGovernance Society , Punjab for the purposes of the contract wherein the operations / services/ facilities as specified in the scope of work are to be provided / carried out

- XVII. **“Sub-Implementation Agency”** means any person or persons or firm/company or their legal representatives, successors, assignees to which part of the contract has been outsourced by the DCO after necessary consent of Punjab State EGovernance Society
- XVIII. **“The Contract Price/Value”** means the price payable to the DCO under the Contract for the full and proper performance of its contractual obligations;
- XIX. **“State Govt.”** shall mean Punjab State EGovernance Society , India and shall include its legal representatives, successors and permitted assignees.
- XX. **“State Govt.’s Representative”** shall mean the person appointed by the Punjab State EGovernance Society from time to time to act on its behalf at the site for overall coordination, supervision and project management at site.
- XXI. **“PSeGS”** shall mean the state implementation agency appointed by the Government of Punjab on its behalf at the site for overall coordination, supervision and project management at site also known as tendering authority or tenderer.

7.2 Interpretation

In this Contract unless a contrary intention is evident:

- I. the clause headings are for convenient reference only and do not form part of this Contract;
- II. unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- III. 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;
- IV. a word in the singular includes the plural and a word in the plural includes the singular;
- V. a word importing a gender includes any other gender;
- VI. a reference to a person includes a partnership and a body corporate;
- VII. a reference to legislation includes legislation repealing, replacing or amending that Legislation;
- VIII. 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.
- IX. In the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.

7.3 Conditions Precedent

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

- I. Furnishing of an unconditional and irrevocable and continuing Bank Guarantee for Contract Performance of the sum of (10% of the total contract value), in a form and manner acceptable to the Punjab State EGovernance Society , Punjab (Refer Clause 7.7) which would remain valid until such time and be renewable as may be stipulated by the Punjab State EGovernance Society , Punjab.
 - a. Execution of a Deed of Indemnity in terms of Clause 7.17 of this Contract
 - b. Obtaining of all statutory and other approvals required for the performance of the Services under this Contract
 - c. Where the designated DCO is a subsidiary of a company or a member of a group of companies or is a joint venture company or is special purpose vehicle (SPV) [formed to execute the obligations under this Contract] and where the Punjab State EGovernance Society may specify (on account of the Implementation Agency's failure to fulfill all selection criteria specified in the Tender), the parent or flagship company/ majority shareholder of such DCO having furnished an unconditional, irrevocable and continuing bank guarantee of an amount equivalent to Rs ___/- on behalf of the DCO in a form and manner acceptable to the Punjab State EGovernance Society , Punjab which would remain valid until such time, beyond the term of the Contract, as may be stipulated by the Punjab State EGovernance Society , Punjab .
- II. The Punjab State EGovernance Society Punjab reserves the right to waive any or all of the conditions specified in 7.3.I above in writing and no such waiver shall affect or impair any right, power or remedy that the Punjab State EGovernance Society may otherwise have.

7.4 Representations & Warranties

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

- I. That the DCO has the requisite experience in providing Data Center site preparation and maintenance services, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully provide the Services sought by Punjab State EGovernance Society, Punjab, for the purposes of this Contract.
- II. That the DCO is not involved in any major litigation or legal proceedings, pending, existing, and potential or threatened, that may have an impact of affecting or compromising the performance or delivery of Services under this Contract.

- III. The Bidder is required to provide warranty valid for 5 years from the date of commissioning of data center for all supplied equipment (physical and IT), software and application with no extra cost in commercial part of bid.
- IV. The Bidder shall warrant that all the equipment supplied under the contract is newly manufactured, not refurbished and shall have no defect arising out of design, materials or workmanship or from any act or omission of the Bidder that may develop under normal use of the supplied equipments in the conditions prevailing across the country.
- V. The Bidder shall warrant that the services provided under the contract shall be as per the Service Level Agreement (SLA) defined in the tender.
- VI. This warranty, for all equipments, shall remain valid for the duration mentioned above after the sign-off. The installation will be deemed incomplete if any component of the equipment or any documentation/ media is not delivered or is delivered and not installed and/or not operational or not acceptable to the tendering authority after final acceptance testing.
- VII. The tendering authority shall promptly notify the Bidder about any claims arising under this warranty. Upon receipt of such notice, the bidder shall repair/ replace/ reconfigure/ re-provision the defective equipment or service.
- VIII. If the bidder, having been notified, fails to remedy the defect(s) within the period specified in the SLA, the tendering authority may proceed to take such remedial action as may be necessary at the Bidder's risk and expense and without prejudice to any other rights, which the tendering authority may have against the Bidder under the contract
- IX. The Bidder shall specify in the Technical Proposal the complete list of spares that will be maintained for meeting the various SLA parameters specified in the tender.
- X. The Successful Bidder shall stand guarantee for the supply of spares of all the equipment under the scope of supply for a minimum period of five years from the date of sign-off post Final Acceptance Tests and commissioning of data center and also guarantee that discontinuity of production of any item offered as a part of the system shall not affect the maintainability of the system for a period of five years from the date of sign-off.
- XI. That the DCO has the professional skills, personnel and resources/ authorizations that are necessary for providing all such services as are necessary to fulfill the Scope of Work stipulated in the Tender and this Contract.
- XII. 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.
- XIII. That the DCO shall use such assets of the Tendering authority as may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The DCO shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any

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

- XIV. That the DCO shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/ product free from all claims, titles, interests and liens thereon and shall keep the tendering authority indemnified in relation thereto.
- XV. 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.
- XVI. That all conditions precedent under the Contract has been satisfied.
- XVII. That neither the execution and delivery by the DCO of the Contract nor the Implementation Agency's compliance with or performance of the terms and provisions of the Contract
- a. 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,
 - b. will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any Contract, Contract or instrument to which the DCO is a party or by which it or any of its property or assets is bound or to which it may be subject or will violate any provision of the Memorandum and Articles of Association of the Implementation Agency.
- XVIII. That the DCO certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the DCO which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
- XIX. That the DCO 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 DCO does not, so far as the DCO is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the DCO is aware, none of the Intellectual Property Rights, owned or enjoyed by the DCO or which the DCO is licensed to use, which are material in the context of Implementation Agency's business and operations for the performance of this contract are being infringed nor, so far as the DCO is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the DCO by any person. All Intellectual Property Rights (owned by the DCO or which the DCO is licensed to use) required by the DCO for the performance of the contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Tendering authority indemnified in relation thereto.

- XX. That time is the essence of the Contract and hence the DCO shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workmanlike manner on a timely basis.
- XXI. That its security measures, policies and procedures are adequate to protect and maintain the confidentiality of the Confidential Information.
- XXII. That in providing the Services or deliverables or materials, neither DCO nor its agent, nor any of its employees, shall utilize information which may be considered confidential information of, or proprietary to, any prior employer or any other person or entity.
- XXIII. Bidder shall have the responsibility to make the solution work and hence any additional components that might be required for the solution to work shall be provided by the bidder at their own cost and within the implementation schedule.

7.5 Duration of the contract

The CONTRACT shall remain valid for a period of 5 (five) years and 6 months from the date of signing of contract or 5 (five) years from the date of acceptance of the Data Center whichever is later.

7.6 Penalties

Penalties shall be governed by the following conditions:

- a. The Penalty shall be calculated on a quarterly guaranteed revenue (QGR).
- b. Two consecutive quarterly penalties (on actual) of more than 20 % put together of the applicable fee on account of any reasons will be deemed to be an event of default and termination. This shall be governed by the terms & conditions defined in **Section VII - General Conditions of the Contract**.
- c. All Physical and IT infrastructure of SDC will be covered under the purview of this SLA document.

7.6.1 Performance Security

Performance Security is governed as per Clause 6.17 and LD clause shall be governed for supplies and services as follows:

- Bidder shall carry out the services in conformity with generally accepted professional and technically accepted norms relevant to such assignments that are required for the SDC project and which are to the entire satisfaction of the Tendering authority.
- In the event of any deficiency in services, the DCO shall promptly take necessary action to resolve it, at no additional fees to the Tendering authority.

- The earnest money deposited at the time of tender may be adjusted towards performance security amount or alternatively the bidder, taking the EMD back, may deposit a fresh performance security.
- Successful bidder shall deposit the performance security money as follows :
 - 10% of total order value for the entire project duration.
 - Cash/ Bank Draft/ Bankers Cheque / Bank Guarantee (from a scheduled/ nationalised bank whose branch is at Chandigarh/ Mohali) duly discharged in favor of PSeGS, Chandigarh.
 - Performance Security bank Guarantee should be irrevocable till DC commissioning.
 - Performance bank Guarantee should be irrevocable till final termination of project period.
 - Client should take the conformation from the bank.
 - No interest will be paid by the Tendering Authority on the EMD & bid security, performance security deposit.
 - DCO will have to execute an agreement on a Non-Judicial Stamp of appropriate value within a period of 20 days from the date of Lol and deposit performance security.

The successful bidder shall be required to execute following agreements towards Facility Management Services:

- Service Level Agreement for Supply, Installation, Integration, Network Operations and Maintenance Services etc. (including facility Management Services) for equipment/ software/ components under SDC.
- Non Disclosure Agreement - Failure of the DCO to comply with the requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the Performance Security.

7.6.2 Forfeiture of Performance Security

Forfeiture of Security Deposit: Security amount in full or part may be forfeited in the following cases: -

- a. When the terms and conditions of contract is breached.
- b. When the bidder fails to make complete supply satisfactorily.
- c. When contract is being terminated due to non-performance of the DCO.
- d. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Tendering Authority Officer in this regard shall be final.

Failure of the successful bidder to comply with the requirement of the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the performance security, in which event the Tendering Authority may make the award to the next lowest evaluated bidder or call for new bids.

7.6.3 Release of Performance Security

The security / performance guarantee, which was deposited, will be returned after expiry of Contract/ Project Period.

7.7 Implementation Agency's Obligations

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

7.7.2 In addition to the aforementioned, the DCO shall:

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

7.7.2.2 The DCO 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 DCO 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 Punjab State EGovernance Society Nothing in this Contract relieves the DCO from its liabilities or obligations under this Contract to provide the Services in accordance with the Punjab State EGovernance Society directions and requirements and as stated in this Contract and the Bid to the extent accepted by the Punjab State EGovernance Society and the DCO shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.

7.7.3 Implementation Agency's Representative

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 Punjab State EGovernance Society 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 Punjab State EGovernance Society representative in the manner

required by them for supervision/ inspection/ observation of the Data Center facilities, 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 Punjab State EGovernance Society working at the Site/offsite for activities related to planning, execution of scope of work and providing services under this contract.

7.7.4 Reporting Progress

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

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

7.7.4.3 The DCO shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time. The DCO shall not be entitled to any additional payment for taking such steps. If at any time it should appear to Punjab State EGovernance Society, Punjab or Punjab State EGovernance Society, Punjab representative that the actual progress of work does not conform to the approved programme the DCO shall produce at the request of the Punjab State EGovernance Society representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance/ improvement to the stipulated requirements

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

7.7.5 Knowledge of Site Conditions

7.7.5.1 The Implementation Agency's undertaking of this Contract shall be deemed to mean that the DCO possesses the knowledge of all data center related requirements as stipulated in the Tender Document including but not limited to environmental, demographic and Physical conditions and all criteria required to meet the design of the data center.

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

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

7.8 Implementation Agency's Team

7.8.1 The DCO shall supply to Punjab State EGovernance Society, Punjab. 7 days prior to the effective date of commencement of works/services or kick-off meeting whichever is earlier, an

organization chart showing the proposed organization/manpower to be established by the DCO for execution of the work/facilities including the identities and Curriculum-Vitae of the key personnel to be deployed. The DCO shall promptly inform the Punjab State EGovernance Society, Punjab in writing, of any revision or alteration of such organization charts.

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

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

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

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

7.8.6 Punjab State EGovernance Society representative shall state to the DCO in writing his reasons for any Request or requirement pursuant to this clause.

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

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

7.9 Statutory Requirements

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

7.9.2 The DCO and their personnel/ representative shall not alter / change / replace any hardware component proprietary to Punjab State EGovernance Society, Punjab and/or under warranty or AMC of third party without prior consent of Punjab State EGovernance Society, Punjab.

7.9.3 The DCO and their personnel/ representative shall not without consent of Punjab State EGovernance Society, Punjab install any hardware or software not purchased / owned by Punjab State EGovernance Society, Punjab.

7.9.4 The DCO shall abide by the laws of land enacted by GoP or GoI.

7.10 Contract administration

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

- a. 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
- b. bind his or her Party in relation to any matter arising out of or in connection with this Contract.

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

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

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

7.11 Right of Monitoring, Inspection and Periodic Audit

7.11.1 Punjab State EGovernance Society, Punjab reserves the right to inspect and monitor/assess the progress/performance/maintenance of the Data Center at any time during the course of the Contract, after providing due notice to the Implementation Agency. Punjab State EGovernance Society, Punjab may demand and upon such demand being made, Punjab State EGovernance Society, Punjab shall be provided with any document, data, material or any other information which it may require, to enable it to assess the progress of the project.

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

7.12 Punjab State eGovernance Society Obligations

7.12.1 Punjab State EGovernance Society Representative shall interface with the Implementation Agency, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Punjab State EGovernance Society, Punjab shall provide adequate cooperation in providing details, assisting with coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of Punjab State EGovernance Society, Punjab is proper and necessary.

7.12.2 Punjab State EGovernance Society, Punjab shall ensure that timely approval is provided to the Implementation Agency, where deemed necessary, which should include physical data center diagram/plans and all specifications related to equipment/material required to be provided as part of the Scope of Work.

7.13 Information Security

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

7.13.2 The DCO shall adhere to the Information Security policy developed by Punjab State EGovernance Society, Punjab.

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

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

7.14 Ownership of Equipment

Punjab State EGovernance Society, Punjab shall own the equipment and data center infrastructure, supplied by the DCO arising out of or in connection with this Contract.

7.15 Transit Risks

For successful bidders for supplies to the receiving points any damage, shortage, loss, deterioration, demurrage, warfare etc. will be to the account of the supplier.

7.16 Indemnity

The DCO shall execute and furnish to Punjab State EGovernance Society, Punjab, a Deed of Indemnity in favour of the Punjab State EGovernance Society in a form and manner acceptable to the Punjab State EGovernance Society, indemnifying the Punjab State EGovernance Society 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:

- I. Any negligence or wrongful act or omission by the DCO or the Implementation Agency's Team or any sub-Implementation Agency/ third party in connection with or incidental to this Contract; or
- II. Any 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 sub Implementation Agency/ third party.
- III. The indemnity shall not be more than 100% of project value in favour of the Punjab State EGovernance Society.

7.17 Term and Extension of the Contract

- i. The term of this Contract shall be initially for a period of five years from the date of the site acceptance and start of live operations of the Data Center.
- ii. The Punjab State EGovernance Society shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Implementation Agency, at least 6 months before the expiration of the Term hereof, whether it will grant the DCO an extension of the Term. The decision to grant or refuse the extension shall be at the Punjab State EGovernance Society discretion
- iii. Where the Punjab State EGovernance Society is of the view that no further extension of the term be granted to the Implementation Agency, the Punjab State EGovernance Society shall notify the DCO of its decision at least 6 (six) months prior to the expiry of the Term. Upon receipt of such notice, the DCO shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Punjab State EGovernance Society shall either appoint an alternative Implementation Agency/service provider or create its own infrastructure to operate such Services as are provided under this Contract.

7.18 Correction of Errors

Price Bids determined to be substantially responsive will be checked by the Tendering Authority for any errors. If there is a discrepancy between the quoted rate in figures and the quoted rate in words, the rate in words will take precedence. Arithmetic errors will be rectified on the following basis. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate multiplied by quantity shall prevail and the total cost will be corrected. If there is a discrepancy between the total bid amount and the sum of various costs, the sum of the various costs shall prevail and the total bid amount will be corrected.

The amount stated in the Form of Commercial Bid will be adjusted by the Tendering Authority in accordance with the above-mentioned point for the correction of errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the EMD shall be forfeited.

7.19 Suspension of Work

The DCO shall, if ordered in writing by the Tendering authority Representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The DCO shall not be entitled to claim compensation for any loss or damage sustained by him by reason

of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Implementation Agency, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Implementation Agency. If the temporary suspension is not due to bidder, then any penalty or LD must not be applicable on bidder. In case the suspension of works, is not consequent to any default or failure on the part of the Implementation Agency, and lasts for a period of more than 2 months, the DCO shall have the option to request the Tendering authority to terminate the Contract with mutual consent.

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

7.20 Incidental Services

The Bidder may be required to provide all of the following services:

- a) Performance, Supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties.
- b) These incidental services shall not relieve the Bidder of any warranty obligations under this tender.

7.21 Warranty

- a) The Bidder is required to provide warranty valid for 60 months for all supplied hardware, software and application with no extra cost in commercial part of bid.
- b) The Bidder shall warrant that all the equipment supplied under the contract is newly manufactured and shall have no defect arising out of design, materials or workmanship or from any act or omission of the Bidder that may develop under normal use of the supplied equipments in the conditions prevailing across the country.
- c) The Bidder shall warrant that the services provided under the contract shall be as per the Service Level Agreement (SLA) defined in the tender.
- d) This warranty, for all equipments, shall remain valid for **60 months** after the complete installation and final commissioning of the Data Center. The installation will be deemed incomplete if any component of the equipment or any documentation/media is not delivered

or is delivered and not installed and/or not operational or not acceptable to PUNJAB STATE EGOVERNANCE SOCIETY after final acceptance testing.

- e) PUNJAB STATE EGOVERNANCE SOCIETY shall promptly notify the Bidder about any claims arising under this warranty. Upon receipt of such notice, the bidder shall repair/ replace/ reconfigure/ re-provision the defective equipment or service.
- f) If the bidder, having been notified, fails to remedy the defect(s) within the period specified in the SLA, PUNJAB STATE EGOVERNANCE SOCIETY may proceed to take such remedial action as may be necessary at the Bidder's risk and expense and without prejudice to any other rights, which PUNJAB STATE EGOVERNANCE SOCIETY may have against the Bidder under the contract.

7.22 Subcontracting by Bidder

- a) The Successful Bidder would provide all the services through its own company. If sub contracting for specialized work is required, the Successful Bidder will take prior permission from PUNJAB STATE EGOVERNANCE SOCIETY Under all circumstances, the value of the works sub-contracted by the Successful Bidder should not exceed 40% of the Facility Management Services Prices.
- b) In any case, the Successful Bidder shall be solely responsible to ensure compliance of all obligations under the contract.

7.23 Performance and Spares

- a) The Bidder shall specify in the Technical Proposal the complete list of spares that will be maintained for meeting the various SLA parameters specified in the tender.
- b) The Successful Bidder shall stand guarantee for the supply of spares of all the equipment under the scope of supply for a minimum period of 5 years from the date of commissioning of data center and also guarantee that discontinuity of production of any item offered as a part of the system shall not affect the maintainability of the system for a period of 5 years from the date of commissioning of data center.

7.24 Confidentiality

7.24.1 The DCO shall not use Confidential Information (CCTV records, Biometric Records etc), the name or the logo of Punjab State EGovernance Society, Punjab except for the purposes of providing the Service as specified under this contract.

7.24.2 The DCO may only disclose Confidential Information in the following circumstances:

- i. With the prior written consent of the Punjab State EGovernance Society.
- ii. To a member of the Implementation Agency's Team ("Authorized Person") if:
 - a. The Authorized Person needs the Confidential Information for the performance of obligations under this contract.
 - b. The Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract.

7.24.3 The DCO shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the members of the sub Implementation Agency and other service provider's team members to the satisfaction of the Punjab State EGovernance Society

7.24.4 The DCO shall sign a Non Disclosure Agreement (NDA) with the Punjab State EGovernance Society The Implementation Agency, its antecedents and the sub-Implementation Agencies shall be bound by the NDA. The DCO will be held responsible for any breach of the NDA by its antecedents, delegates or sub-Implementation Agencies.

7.24.5 The DCO shall notify the Punjab State EGovernance Society promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of the Punjab State EGovernance Society

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

7.25 Prices

7.25.1 Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of contract. Punjab State EGovernance Society however reserves the right to review and negotiate the charges payable for the Data Center Hire, its Facilities, Maintenance and Management at the beginning of the each year or at any time at the request of Punjab State EGovernance Society whichever is earlier to incorporate downward revisions as applicable and necessary.

7.26 Change Orders / Alteration / Variation

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

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

7.26.1 Change Order

7.26.1.1 The change order will be initiated only in case

- a. The Punjab State EGovernance Society directs in writing the DCO to include any addition to the scope of work covered under this Contract or delete any part of the scope of the work under the Contract
- b. DCO requests to delete any part of the work which will not adversely affect the operational capabilities of the facilities and if the deletions proposed are agreed to by the Punjab State EGovernance Society and for which cost and time benefits shall be passed on to the Punjab State EGovernance Society
- c. The Punjab State EGovernance Society directs in writing the DCO to incorporate changes or additions to the Design Criteria requirements already covered in the Contract.

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

7.26.1.3 Any change order as stated in Clause 7.26.1.1. Comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a "Variation") shall be the Subject of an amendment to the Contract by way of an increase or decrease in the Contract Price and adjustment of the implementation schedule if any.

7.26.1.4 If there is a difference of opinion between the DCO and Punjab State EGovernance Society Representative whether a particular work or part of the work

constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in Clause 7.26.2.2.

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

7.26.2 Procedures for Change Order

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

7.26.2.2 In case such requirement arises from the side of the Implementation Agency, he would also verbally discuss the matter with Punjab State EGovernance Society Representative giving reasons thereof.

7.26.2.3 In either of the two cases as explained in Clause 7.26.2.1 and 7.26.2.2 above, the representatives of both the parties will discuss on the new requirement for better understanding and to mutually decide whether such requirement constitutes a change order or not.

7.26.2.4 If it is mutually agreed that such Requirement constitutes a "Change Order" then a joint memorandum will be prepared and signed by the DCO and Punjab State EGovernance Society to confirm a "Change Order" and basic ideas of necessary agreed arrangement.

7.26.2.5 Upon completion of the study referred to above under Clause 7.26.2.4, the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to the Punjab State EGovernance Society to enable the Punjab State EGovernance Society to give a final decision whether DCO should proceed with the change order or not in the best interest of the works. The estimated cost and time impact indicated by DCO shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change

order. The time impact applicable to the Contract shall be mutually agreed, subsequently, on the basis of the detailed calculations supported with all relevant back up documents. In case DCO fails to submit all necessary substantiation/calculations and back up documents, the decision of the Punjab State EGovernance Society regarding time and cost impact shall be final and binding on the Implementation Agency.

7.26.2.6 If Punjab State EGovernance Society accepts the implementation of the change order under Clause 7.26.2.5 above in writing, which would be considered as change order, then DCO shall commence to proceed with the relevant work stipulated in the change order pending final agreement between the parties with regard to adjustment of the Contract Price and the Construction Schedule.

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

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

7.26.3 Change of Size/ Quantities

The Punjab State EGovernance Society will have the option to increase or decrease the size of the dedicated and exclusive Data Center space as well as the Non-Data Center space and the related quantities of equipment/material to be provisioned by the DCO as mentioned in the Contract, at any time before work is initiated at the site, provided that such increase or decrease shall not exceed twenty five per cent (25%) of the total Contract Price. In case the change required by the Punjab State EGovernance Society exceeds 25% of the total Contract Price, the

said change would be subject to the DCO providing his written consent to the Punjab State EGovernance Society request.

7.26.4 Conditions for extra work / change order

7.26.4.1 The provisions of the Contract shall apply to extra work performed as if the Extra work / Change order has been included in the original Scope of work. However, the Contract Price shall increase / decrease and the Time Schedule shall be adjusted on account of the Extra work / Change orders as may be mutually agreed in terms of provisions set forth in Clause 7.26. The Implementation Agency's obligations with respect to such work remain in accordance with the Contract.

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

7.27 Suspension of Work

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

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

7.28 Completion of Contract

7.28.1 Unless terminated earlier, pursuant to Clauses 7.4, 7.15, 7.23 the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations

mentioned in Clause 7.34 are fulfilled to the satisfaction of the Punjab State EGovernance Society

7.28.2 Special Conditions of Contract: Amendments of, and Supplements to, Clauses in the General Conditions of Contract.

7.29 Payment Schedule

7.29.1 The fee amount will be equal to the amount specified in Volume I, Section VIII - 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. Subject to discussion by Punjab state Payments to the DCO will be made subject to verification and clearance from the Third Party Auditor (TPA) as appointed by the State Government

Sl. No.	Payment Schedule	Fee Payable	Remarks
1.	Installation of Non It equipments –I	20% of the CAPEX	
2.	Installation IT Equipments	25% of the CAPEX	
3.	On successful final acceptance test, training and submission of documents	45% of the CAPEX	
4.	CAPEX spread over 5 years, payable quarterly	10% of the CAPEX	
5.	Operations and Management for 5 years payable quarterly	5% (per quarter) of the OPEX 1st quarter payout will be made post structured cabling certification valid for 25 yrs. 3rd quarter payout will be made only after the SDC is ISO 27001 and ISO 20000 certified	Payment terms would be quarterly in arrears after making due adjustment with SLA/ performance and subject to verification and clearance from the Third Party Agency (TPA) as and when appointed.

Note: Cost of all certificates & renewal of certificates has to be borne by the bidder for the entire project period and included in FMS cost. **Maintenance of the certifications during the project period will be the responsibility of the DCO.**

DCO is responsible for scalability as defined in technical specifications as defined in Volume **Payments to the DCO will be made subject to verification and clearance from the Third Party Auditor (TPA) as appointed by the State Government.**

In future if any new additional hardware is added to the SDC, O&M charges will be 1.5% per quarter of the respective hardware CAPEX. O&M charges are only applicable for any additional core infrastructure hardware like physical, network, security and servers procured by the State. This additional hardware will be beyond the scalability mentioned in the RFP. This additional hardware procured will also be covered in by the SLA mentioned in the RFP.

1. The SIA will consider if any revision in service tax during the tenure of the project. But it's DCO's responsibility to notify (with supporting document(s)) the SIA regarding any upward and downward change in the service tax and pass the benefit to SIA if there is any downward change in the same and SIA will bear in case of upwards change.
2. The quantities mentioned in the RFP are indicative/ approx. and shall be only used for the purpose of financial bid evaluation but the actual quantities shall be finalized upon the submission of the Survey Report (Pre-Implementation Period) by the DCO and the Payments shall be made as per actual.
3. QGR would be paid on quarterly basis after making due adjustment with SLA/ performance and subject to verification and clearance from the Third Party Agency (TPA) as and when appointed.
4. Service tax would be paid on actual for the QGR

7.29.2 All Payments shall be made in Indian Rupees Only and will be subject to provisions of clauses 7.35 and 7.36.

7.30 Events of Default by the Implementation Agency

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

7.30.1.1 The DCO has failed to perform any instructions or directives issued by the Punjab State EGovernance Society which it deems proper and necessary to execute the scope of work under the Contract, or

7.30.1.2 The DCO has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures / Contract, or if the DCO has fallen short of

matching such standards/targets as the Punjab State EGovernance Society may have designated with respect to any task necessary for the execution of the scope of work under this Contract. The above mentioned failure on the part of the DCO may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by the Punjab State EGovernance Society;

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

7.30.1.4 The Implementation Agency/Implementation Agency's Team has failed to conform with any of the Service/ Facility Specifications/ standards as set out in the scope of work of this Tender document or has failed to adhere to any amended direction, modification or clarification as issued by the Punjab State EGovernance Society during the term of this Contract and which the Punjab State EGovernance Society deems proper and necessary for the execution of the scope of work under this Contract.

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

7.30.1.6 There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Implementation Agency.

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

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

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

7.31 Consequences in Event of Default

7.31.1 Where an Event of Default subsists or remains uncured the Punjab State EGovernance Society may/ shall be entitled to:

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

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

7.31.2.1 Shall specify the nature of the failure; and

7.31.2.2 Shall request the DCO to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Implementation Agency

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

7.32 Terminate the Contract

7.32.1 Retain such amounts from the payment due and payable by the Punjab State EGovernance Society to the DCO as may be required to offset any losses caused to the Punjab State EGovernance Society as a result of such event of default and the DCO shall compensate the Punjab State EGovernance Society for any such loss, damages or other costs, incurred by the Punjab State EGovernance Society in this regard. Nothing herein shall effect the continued obligation of the sub DCO / other members of its Team to perform all their obligations and

responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.

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

7.33 Termination

7.33.1 The Punjab State EGovernance Society may, terminate this Contract in whole or in part by giving the DCO prior and written notice indicating its intention to terminate the Contract under the following circumstances:

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

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

7.33.1.3 Where the Implementation Agency's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Implementation Agency, any failure by the DCO to pay any of its dues to its creditors, the institution of any winding up proceedings against the DCO or the happening of any such events that are adverse to the commercial viability of the Implementation Agency. In the event of the happening of any events of the above nature, the Punjab State EGovernance Society shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Implementation Agency/service provider, and to ensure business continuity

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

7.33.1.5 **Termination for Convenience:** The Punjab State EGovernance Society, may, by prior written notice sent to the DCO at least 6 months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Punjab State EGovernance Society convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

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

7.34 Consequences of Termination

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

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

7.34.3 Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the DCO or due to the fact that the survival of the DCO as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Punjab State EGovernance Society, Punjab through unilateral re-determination of the consideration payable to the DCO shall pay the DCO for that part of the Services which have been authorized by the Punjab State EGovernance Society and satisfactorily performed by the DCO up to the date of termination. Without prejudice any other rights, the Punjab State EGovernance Society may retain such amounts from the payment due and payable by the Punjab State EGovernance Society to the DCO as may be required to offset any losses caused to the Punjab State EGovernance Society as a result of any act/omissions of the Implementation Agency. In case of any loss or damage due to default on the part of the DCO in performing any of its obligations with regard to executing the scope of work under this Contract, the DCO shall compensate the

Punjab State EGovernance Society for any such loss, damages or other costs, incurred by the Punjab State EGovernance Society.

Additionally, the sub DCO / other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the collapse of the DCO as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the Punjab State EGovernance Society, Punjab and as may be proper and necessary to execute the scope of work under the Contract in terms of the Implementation Agency's Bid, the Tender and this Contract.

7.34.4 Nothing herein shall restrict the right of the Punjab State EGovernance Society 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 Punjab State EGovernance Society under law.

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

7.35 Dispute Resolution

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

7.35.2 If, after Thirty (30) days from the commencement of such direct informal negotiations, the Punjab State EGovernance Society and the DCO have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in Clauses 7.37.3 and 7.37.4.

7.35.3 In the case of a dispute or difference arising between the Punjab State EGovernance Society and the DCO relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by Punjab State EGovernance Society, Punjab and the other to be nominated by the DCO or in case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, he may be nominated by the Secretary, Indian Council of Arbitration, New Delhi. The award of the Arbitrators, and in the event of their not agreeing, of

the Umpire appointed by them or by the Secretary, Indian Council of Arbitration, New Delhi, shall be final and binding on the parties.

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

7.35.5 The venue of arbitration shall be at Chandigarh/ Mohali, PUNJAB

7.35.6 The Punjab State EGovernance Society, Punjab may terminate this contract, by giving a written notice of termination of minimum 30 days, to the Implementation Agency, if the DCO fails to comply with any decision reached consequent upon arbitration proceedings pursuant to Clause 7.37.

7.35.7 Continuance of the Contract:

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

7.36 Limitation of the Implementation Agency's Liability towards the Punjab State EGovernance Society

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

7.36.1.1 For any indirect or consequential loss or damage; and

7.36.1.2 For any direct loss or damage that exceeds (A) the total payments payable under his contract to the DCO hereunder, or (B) the proceeds the DCO may be entitled to receive from any insurance maintained by the DCO to cover such a liability, whichever of (A) or (B) is higher.

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

7.37 Conflict of interest

The DCO shall disclose to the Punjab State EGovernance Society in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the DCO or the

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

7.38 Severance

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

7.39 Governing Language

The Agreement shall be written in English language. Subject to Clause 7.40.5, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

7.40 "No Claim" Certificate

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

7.41 Publicity

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

7.42 Underwrite the Risk & its mitigation:

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

7.43 Force Majeure

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

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

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

7.44 General

7.44.1 Relationship between the Parties

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

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

7.44.1.3 The Punjab State EGovernance Society has no obligations to the Implementation Agency's Team except as agreed under the terms of this Contract.

7.44.2 No Assignment

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

7.44.3 Survival

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

7.44.4 Entire Contract

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

7.44.5 Governing Law

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

7.44.6 Jurisdiction of Courts

Only the court at Chandigarh, Punjab shall have exclusive jurisdiction to determine any proceeding in relation to this Contract.

7.44.7 Compliance with Laws

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

7.44.8 Notices

A "notice" means: a notice; or 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

prepaid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To Punjab State EGovernance Society, Punjab at:

Attn:

[Phone:]

[Fax:]

To DCO at:

Attn:

[Phone:]

[Fax:]

Any Party may change the address to which notices are to be directed to it by notice to the other parties in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

7.44.9 Waiver

- i. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.
- ii. 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.
- iii. The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

7.44.10 Modification

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

7.44.11 Application

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

7.44.12 IT Act

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 enacted by the State Government of Punjab and IT ACT of GOI and any other guideline issued by GoI from time to time.

7.44.13 Sales Tax/ VAT, Service Tax Registration and Clearance Certificate

No Dealer who is not registered under the Sales Tax/ VAT Act prevalent in the State where his business is located shall tender. The Sales Tax/ VAT Registration Number should be quoted and a sales tax/ VAT clearance certificate & Service Tax Clearance Certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted without which the tender is liable to rejection.

7.44.14 Governing Law

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

7.44.15 Compliance with Laws

The DCO shall comply with the laws enacted by GoP/ GoI in the course of performing this Contract.

7.44.16 Use of Contract Documents and information:

The bidder shall not, without the tendering authority's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the tendering authority in connection therewith, to any person other than a person employed by the bidder for performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

The bidder shall not, without the tendering authority's prior written consent, make use of any document or information enumerated in this document except for purposes of performing the contract.

Any document, other than the contract itself, shall remain the property of the Tendering authority and shall be returned (in all copies) to the tendering authority on completion of the Bidder's performance under the contract, if so required by the tendering authority.

The DCO shall execute a Non-Disclosure Agreement with the tendering authority and would ensure compliance of the same. Any failure with regard to this shall lead to termination of Operation & Management Contract.

7.44.17 Legal Jurisdiction

Courts of Chandigarh shall have the jurisdiction in case of litigation between the tendering authority and DCO.

All legal proceedings, if necessity arises, by any of the parties (Tendering Authority or DCO) shall have to be lodged in courts situated at Chandigarh only.

7.44.18 Comparison of Rates

In comparing the rates tendered by firms outside Punjab and those in Punjab but not entitled to Price Preference under the Rules, the element of Punjab Sales Tax/ VAT shall be excluded whereas that of Central Sales Tax/ VAT shall be included.

While comparing the rates in respect of firms within Punjab, The element of Punjab Sales Tax/ VAT shall be included.

Direct or indirect canvassing on the part of the bidder or his representative will be a disqualification.

Any Change in the constitution of the company, etc. shall be notified forth with by the bidder / contractor in writing to the tendering / implementing authority and such change shall not relieve any former member of the company, etc., from any liability under the contract.

Income Tax may be deducted at source as per rules

7.44.19 Loss of Revenue to the Tendering authority

The bidder shall be vicariously liable to indemnify the Tendering authority in case of any misuse of data/ information by the bidder, deliberate or otherwise, which comes into the knowledge of the tendering authority during the performance or currency of the contract.

7.44.20 Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. the Bidder and the Tendering authority.

7.44.21 Notification of award

- I. Prior to the expiration of the period of bid validity, the Tendering authority will notify the successful Bidder in writing by registered letter or by fax, to be confirmed in writing by registered letter, that its bid has been accepted.

- II. The notification of award will constitute the formation of the Contract.
- III. Upon the successful Bidder's furnishing of Bank Guarantee for ***performance security*** the Tendering authority may notify each Bidder and will discharge their EMD.

7.44.22 Supply of hardware/ software components

Tenders shall be given only by Manufacturer/ distributors/ bonafide dealers in the goods. They shall, therefore, furnish necessary declaration for the same. Proof of authorization by the manufacturer or country distributor in India shall invariably be enclosed. This could be dealers of their own or through their business associates/ franchisee.

The approved DCO shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., the bidder shall, before signing the contract, refer the same to the tendering authority and get clarifications.

All rates quoted must be for destination/ site where the network/ computer systems and allied items are to be installed, and should include all incidental charges except Central /Punjab Sales Tax/ VAT, which should be shown separately in the Format for Price Quotation only. In case of local supplies the rates should include all taxes, etc., and tendering authority will not pay any cartage or transportation charges.

7.44.23 Specifications

All articles supplied shall strictly conform to the specifications, trademark laid down in the tender form and wherever articles have been required according to ISI/ ISO/ other specifications / certifications, those articles should conform strictly to those specifications/ certifications.

The supply shall be of very best quality and description. The decision of the SIA/ purchase committee whether the articles supplied conforms to the specifications shall be final and binding.

7.44.24 Inspection

The Tendering Authority or his duly authorized representative shall at all reasonable time have access to the DCO premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries as may be decided. Inspection shall be made at installation site.

The bidder shall furnish complete address of the premises of his office, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.

Supplies when received shall be subject to inspection to ensure whether they conform to the specifications. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like STQC (ETDC) and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such tests.

7.44.25 Rejection

Articles not approved during inspection or testing shall be rejected and will have to be replaced by the bidder at his own cost within the time fixed by the tendering authority

If, however, due to exigencies of Government work, such replacement either in whole or in part, is not considered feasible, the tendering authority after giving an opportunity to the bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

The rejected articles shall be removed by the bidder within 3 days of intimation of rejection, after which tendering authority shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the bidder's risk and on his account.

The bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.

The Contract for the supply can be repudiated at any time by the tendering authority if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.

7.44.26 Delivery & Installation

The bidder whose tender is accepted shall arrange to supply the ordered material as per specifications mentioned and within time period specified in the schedule.

The inventory of all items procured under this RFP will be verified and entered into the stock register at the time of FAT. In due course if the DCO brings any equipment/ software licenses etc in order to obtain the certifications and maintain the SLA's, the same will have to be added in the inventory register and will become the property of the State. This would also be verified by the TPA, appointed by the State

7.44.27 Transportation

All goods must be sent freight paid.

7.44.28 Warranty/ Guarantee Clause

For entire Contract/ Project Period on all the items supplied as per purchase order. The bidder would give comprehensive onsite warranty/ guarantee for all goods supplied as per the purchase order. The warranty would ensure that the goods/ articles would continue to conform to the description and quality as specified for the entire duration of the contract. This is notwithstanding the fact that the tendering authority may have inspected and/ or approved the said goods/ article. If during the aforesaid contract/ project period on hardware, the said goods/ articles are discovered/ determined not to conform to the description and quality aforesaid, the tendering authority will be entitled to reject the said goods/ articles or such portion thereof as may be discovered not to conform to the said description and quality.

The decision of the tendering authority in that behalf will be final and conclusive. On rejection the goods/ articles will be at the seller's risk and all the provisions relating to rejection of goods etc., shall apply. The bidder shall if so called upon to do, replace the goods etc., or such portion thereof as is rejection by tendering authority, otherwise the bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the SIA in that behalf under this contract or otherwise. In case of machinery and equipment also, the bidder shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above said period so as to make machinery and equipments operative. The bidder shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.

In case of machinery and equipment specified by the tendering authority the bidder shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The bidder shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments. In case of change of model he will give sufficient notice to the tendering authority who may like to purchase spare parts from them to maintain the machinery and equipments in perfect condition.

Bidder shall not bid any equipment that is likely to be declared end of sale with in next Two Years from the date of Submission of bid. If any equipment is found declared end of sale than the bidder/ qualified bidder shall replace all such equipments with latest one and equivalent or higher configuration without any financial obligation to Tendering authority. The bidder is required to furnish an OEM undertaking with this regard to the tendering authority.

7.44.29 Eligible goods and services

The Tendering authority is looking for products, which are produced in volume and are used by a large number of users in India/ Abroad. All products quoted must be associated with specific model numbers, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document.

The OEM/ Vendor must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares within next business day or maximum 30 hours.

The OEM/ Vendor should have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution / System Integration partner agreement will not be accepted.

Bidder must quote products in accordance with above clause "Eligible goods and services".

The OEM whose equipments are being quoted shall have Technical Support/ Assistance Center to provide 24x7X365 support over Toll Free numbers as well as web-based support.

7.44.30 Recoveries

Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bills. Amount may also be withheld to the extent of short supply, breakage, rejected articles and in case of failure in satisfactory replacement by the DCO along with amount of

liquidated damages shall be recovered from his dues and security deposit available with the tendering authority. In case recovery is not possible recourse will be taken under laws in force.

7.44.31 Additional Points:

Additional points that has to be taken care of by the bidder:

1. The bidder is required to quote the rates for Supply, Installation, Testing, Commissioning, System Integration, Documentation etc of the necessary equipment, software, component etc. for SDC.
2. The rates should be inclusive of all taxes (except Sales Tax/ VAT and Service Tax, if any, which is to be quoted separately as mentioned in the respective commercial bid formats), Transportation cost, any other levies/ charges and insurance charges for entire project period.
3. All the rates quoted for O&M Services (OPEX) shall also be inclusive of all charges for entire project period.
4. All items (Physical & IT components) should be under comprehensive onsite warranty for entire project period and rates quoted should be inclusive of such warranty.
5. The quantities mentioned in the Bid are indicative/ approx. and shall be only used for the purpose of financial bid evaluation but the actual quantities shall be finalized upon the submission of the Survey Report (Pre-Implementation Period) by the DCO and the Payments shall be made as per actual.
6. The DCO shall be responsible for end-to-end implementation and shall quote and provide/ supply any items not included in the bill of materials but required for commissioning of the network. Quotes for such items shall also be used for the purpose of Financial Bid evaluation. Tendering authority shall not pay for any such items, which have not been quoted by the bidder in the bid but are required for successful completion of the overall project.
7. Conditional bids shall not be accepted and such bids shall be rejected for all purposes.
8. Bidder should provide all prices as per the prescribed format under this Annexure. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (Zero) in all such fields.
9. All the prices (even for taxes) are to be entered in Indian Rupees ONLY (%age values are not allowed)
10. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable And / or payable.

11. Tendering authority reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
12. Tendering authority shall take into account all Taxes, Duties & Levies for the purpose of Evaluation. However, all taxes, duties and statutory levies payable to the Data Centre Operator (DCO) shall be paid as per prevailing rates.
13. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.
14. 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, Tendering authority retains the right to negotiate this rate for future requirements.
15. Bidder shall have the responsibility to make to solution work and hence any additional component might be required for the solution to work shall be provided by the bidder at their own cost and within the implementation schedule. Payment will be made on actual. BOQ is only for the purpose of evaluation.
16. All unit rates are inclusive of all charges. Taxes should be indicated under the relevant column in the schedules.
17. A bid will be rejected after scrutiny if total CAPEX happens to be more than 50 % of the overall bid value.
18. If there is any equipment other than ones listed above to make the solution work would be borne by the bidder.
19. The cost will include comprehensive warranty for all equipment which would also include replacement of all parts.
20. Bidder has to provide all the required latest System Software (OS, DBMS, Anti virus etc) including adequate number of licenses looking to CPU/ Core mentioned, updates, patches OEM support packs etc. For the project period to ensure that the system is properly updated.
21. Licensing: DCO has to provide all adequate number of licenses (for SDC users, etc.) to meet the solution which shall be valid for the project period. The DCO has to produce evidence/ licenses to Tendering Authority.

7.44.32 Special Terms and Conditions for Physical Infrastructure Part

7.44.32.1 Variation Order:

To complete the physical infrastructure work required for functioning of SDCs, the variation order for existing BOQ for any item shall be directed to the bidder by tendering authority and they shall carry out these items to the desired quantities on the rate quoted in the bid document.

7.44.32.2 Additional Item:

During execution of work any additional and/or new item required by tendering authority shall be carried out by the bidder on the basis of rate analysis mutually agreed and approved by tendering authority.

7.44.32.3 Testing of material:

All material used in construction shall be got tested in the approved laboratory and/ or as directed by the tendering authority and the cost of samples and testing expenditures shall be completely borne by the bidder and reimbursement shall not be made by tendering authority.

7.44.32.4 Project Completion Report and as built drawing:

The bidder will submit completion report on the basis of as built detail drawings and test certificates, test reports and all other documents as directed by the SIA within 15 days from the date of completion. Completion report shall be issued after completion of the aforesaid documents.

7.44.32.5 Approval of Material:

All material proposed by the bidder to be used in construction, their representative sample in 2 nos. shall be brought to the site and shall be got approved by tendering authority before commencement of work. As and when asked their test report, specifications, directions for installation etc. shall be supplied by the bidder to tendering authority prior to execution.

7.44.32.6 Executions and Installation drawing:

The bidder shall submit detailed execution drawings in quadruplicate (A1 size along with soft editable copy) prior to commencement of the work and arrange all approval from tendering authority representative.

7.45 Special Conditions of the contract

7.45.1 All the products should be quoted with five year warranty. The warranty start date would be from the date of acceptance and signoff of the Data Centre.

7.45.2 The bidders should provide an undertaking from the OEM that all the products (Hardware and Software) being supplied as a part of the bid will not be declared end of sale during 24 months from the date of submission of bid.

7.45.3 The bidders should provide an undertaking from the OEM that all the products (Hardware and Software) being supplied as a part of the bid will be supported for a period of 5 years from the date of project acceptance and signoff.

7.45.4 The bidder should provide an undertaking from the OEM that during the product warranty period the bidder should agree to provide all applicable if any, type of updates, patch and/or bug fixes for the software or firmware, as applicable and in accordance with the standard policies, at no additional cost to the Punjab State Government. Additionally, the documentation associated with the product(s) shall be provided free of cost to state government.

7.45.5 The bidder should have the past experience of implementing and supporting the products being quoted in the bid and should be able to provide such an undertaking from the OEM.

7.45.6 It is a Fixed price contract till completion of work.

7.45.7 Any change request has to be approved by PUNJAB STATE EGOVERNANCE SOCIETY, unilaterally only.

7.45.8 Payment of any sum shall not be considered as extinguishment of any obligation of the vendor.

7.45.9 PUNJAB STATE EGOVERNANCE SOCIETY's liability is limited to Total Project Cost without any exceptions and PUNJAB STATE EGOVERNANCE SOCIETY's employees, directors and agencies (including Consultant) should not be responsible for anything to the DC vendor.

7.45.10 If the work is not completed within 10 weeks from the date of proposed completion, buyer shall have a risk purchase right ie right to terminate the current contract, hire any other vendor and get the work done at the risk and cost of the earlier vendor who couldn't complete the work in time.

Section VIII

Formats to Response to the Tender – Pre- Qualification & Technical Bid

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

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

8.1 Format 1 – Pre-Qualification Bid Letter

Date: dd/mm/yyyy

To,
To,
The Member Secretary
Punjab State e-Governance Society (PSEGS)
Department of Governance Reform, Punjab
S.C.O. 193-195, Sector 34-A, Chandigarh
Fax: 0172 – 2600971

Reference: Tender Number:Dated: dd/mm/yyyy

Sir,

We hereby declare, that:

- i. We are the authorized agents of the manufacturers of the DC equipment proposed in our solution.
- ii. We are equipped with adequate maintenance and service facilities within India for supporting the offered equipment. Our maintenance and service facilities are open for inspection by representatives of Tendering Authority/Government of Punjab.

We hereby offer to supply the equipment and provide the services at the prices and rates mentioned in the attached commercial bid.

In the event of acceptance of our bid, we do hereby undertake:

- i. To supply the equipment and commence services as stipulated in the schedule of delivery forming a part of the attached technical bid.
- ii. To undertake the project for a period as specified in the bid document.
- iii. We affirm that the prices quoted are inclusive of delivery, installation, and commissioning charges VAT/ST, CST and all other levies etc.

We enclose herewith the complete Pre qualification Bid as required by you. This includes:

1. Bid particulars with the Bid Letter
2. Proposed Network architecture, detailed technical solution, details of equipment and services offered in Technical Bid.

3. Proposed Project Plan and Implementation Schedule in Technical Bid.
4. Statement of deviation from requirement specifications in Technical Bid.
5. Statement of deviation from tender terms and conditions in Technical bid.
6. Schedule of delivery
7. Comprehensive Warranty
8. Manufacturer's authorization form(s)

We agree to abide by our offer for a period of 180 days from the last date of submission of commercial bid prescribed by PSeGS on the behalf of Govt. of Punjab and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender. We do hereby undertake to provision as per these terms and conditions.

- i. The deviations from the requirement specifications of tendered items and schedule of requirements are only those mentioned in section

OR (Strike out whatever is not applicable)

- ii. There are no deviations from the requirement specifications of tendered items and schedule of requirements.
- iii. The deviations from the terms and conditions of the tender are only those mentioned in section

OR (Strike out whatever is not applicable)

- iv. There are no deviations from the terms and conditions of the tender.

We hereby certify that the Bidder is a Directorate and the person signing the tender is the constituted attorney.

EMD in the form of a Demand Draft (Draft no.)/Issued by _____ (bank), valid till ___/___/____ (dd/mm/yyyy) for an amount of Rupees 50 Lacs is enclosed in the cover containing pre-qualifying requirements.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

Signature of Bidder (with official seal)

Date _____

Name _____

Designation _____

Address _____

Telephone _____

Fax _____

E-mail address _____

Details of Enclosures:

1.

2.

8.2 Format 2 - Certificate Regarding Number of Technical Qualified Professionals on Company Rolls

To,
The Member Secretary
Punjab State e-Governance Society (PSEGS)
Department of Governance, Punjab
S.C.O. 193-195, Sector 34-A, Chandigarh
Fax: 0172 – 2600971

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Punjab State Data Centre.

I hereby declare that my company <name has to specify by bidder> has <number to be defined by bidder> technically qualified professionals in, networking, systems integration, and prior experience in providing the Data Centre Infrastructure maintenance services as on 31-03-09.

Also I declare that my company <name has to specify by bidder> has <number to be defined by bidder> persons (ITIL certified) and <number to be defined by bidder> persons (BS7799/ ISO 27001 lead Auditor or Auditor or Lead Implementer certified).

I further certify that I am competent officer in my company to make this declaration.

Details of ITIL Certified and BS7799/ ISO 27001 Lead Auditor or Auditor or Lead Implementer certified persons:

S.No.	Name of person	ITIL Certified (Yes/No)	BS7799/ISO 27001 Lead Auditor or Auditor or Lead Implementer certified (Yes/No)	Year of Experience
1	To be filled			To be filled
2	To be filled			To be filled
	Bidder can insert more rows			To be filled

Your's Sincerely

8.3 Format 3 - DECLARATION REGARDING CLEAN TRACK RECORD

To,
The Member Secretary
Punjab State e-Governance Society (PSEGS)
Department of Governance Reform, Punjab
S.C.O. 193-195, Sector 34-A, Chandigarh
Fax: 0172 – 2600971

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Punjab State Data Center.

I hereby declare that my company <name has to specify by bidder>, any of my consortium partner, and OEMs or any other company associated as mentioned below to complete the project has not been debarred/ black listed by any Government / Semi Government organizations / Any other Govt. Agency in India.

S.No.	Name of the Company	Type of Association
1.	X	Prime
2.	Y	Consortium Partner 1
3.	Z	Consortium Partner 2
4	A	OEM 1
5	B	OEM 2
6	---	
7	---	

I further certify that I am competent officer in my company to make this declaration.

Your's Sincerely

8.4 Format 4 - Declaration Regarding Establishment of Office in the state capital

To,
The Member Secretary
Punjab State e-Governance Society (PSEGS)
Department of Governance Reform, Punjab
S.C.O. 193-195, Sector 34-A, Chandigarh
Fax: 0172 – 2600971

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Punjab State Data Center.

I hereby give an undertaking that my company <name has to specify by bidder> will establish an office in the state, within two months of award of the contract.

I further certify that I am competent officer in my company to make this declaration.

Your's Sincerely

8.5 Format 5 - Technical Bid Letter

To

<NAME & Address>

Sir/ Madam,

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

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

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

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

We have enclosed an EMD in the form of a Demand Draft for the sum of INR xxxxxxxxxxxx/- (Rupees xxxxxxxxx only). This EMD is liable to be forfeited in accordance with the provisions of the Section III - General Conditions of the Contract.

2. **DEVIATIONS**

- a. We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations, assumptions and deviations, all of which have been detailed out exhaustively in the following statements, irrespective of whatever has been stated to the contrary any where else in our Tender:
- b. Statement of Deviations from Tender Terms and Conditions **(Format 7)**
Further we agree that additional conditions or assumptions, if any, found in the Tender documents, other than those stated in deviation schedule, shall not be given effect to.

3. **CONTRACT PERFORMANCE GUARANTEE BOND**

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in Volume II, Annexure III - Performa and as per Section IV - 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

Signature of Bidder (with official seal)

Date

Name

Designation

Address

Telephone

Fax

E-mail address

Details of Enclosures:

3.

4.

8.6 Format 6 - General Information about the Bidder

Details of the Prime Bidder (Company)				
1.	Name of the Bidder (Prime)			
2.	Address of the Bidder			
3.	Status of the Company (Public Ltd. / Pvt. Ltd.)			
4.	Details of Incorporation of the Company			Date: Ref:
5.	Details of Commencement of Business			Date: Ref:
6.	Valid Sales Tax registration no.			
7.	Valid Service Tax registration no.			
8.	Permanent Account Number (PAN)			
9.	Name & Designation of the contact person to whom all references shall be made regarding this tender			
10.	Telephone No. (with STD Code)			
11.	E-Mail of the contact person:			
12.	Fax No. (with STD Code)			
13.	Website			
14.	Financial details as per audited Balance Sheet (In crores)			
15.	Year	2009-10	2010-11	2011-12
16.	Net Worth			
17.	Turn Over			
18.	PAT			
Details of the members of the Consortium (Please attach consortium Agreement)				
19.	Name of the Bidder (member of consortium)			
20.	Address of the Bidder			
21.	Status of the Company (Public Ltd/ Pvt. Ltd)			
22.	Details of Incorporation of the Company			
23.	Details of Commencement of Business			
24.	Valid Sales tax registration no.			

25.	Valid Service tax registration no.			
26.	Permanent Account Number (PAN)			
27.	Name & Designation of the contact person			
28.	Telephone No. (with STD Code)			
29.	E-Mail of the contact person:			
30.	Fax No. (with STD Code)			
31.	Website			
32.	Financial Details (as per audited Balance Sheets) (in Cr)			
33.	Year	2009-10	2010-11	2011-12
34.	Net Worth			
35.	Turn Over			
36.	PAT			

8.7 Format 7 - Description of Arrangement with Consortium members/ Subcontractors/ Service Providers

In this section the Tenderer is required to provide the details of the activities that it proposes to subcontract to third parties (whether the Tenderer is a single entity or a consortium).

In addition the Tenderer would need to submit a Memorandum of Understanding (MoU) / Agreement between the consortium members.

Subcontracted Services Information			
Name of service	Description of Service	Proposed party for subcontracting	Consortium member responsible for the activities
Example			
LAN	Provisioning		
	Installation		
	Maintenance		

8.9 Format 9: Technical Solution

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

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

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

8.9.2.1 Physical Components Design

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

8.9.2.2 IT Components design

Approach & Methodology for Installation & Configuration of:

- a. Computing (Servers, OS, Databases etc.) infrastructure
- b. Network infrastructure
- c. Security infrastructure
- d. Applications
- e. Storage infrastructure
- f. Help Desk

8.9.2.3 Operations & Maintenance

- a. Help Desk Services
 - i. Escalation Plan
 - ii. Implementation of ITIL, BS7799, ISO 27001 etc best practices
- b. System Maintenance & Management
- c. System /Server/ Storage /Database /Network /Security Administration and Management
- d. Performance Management
- e. Backup & Restoration

8.9.2.4 Approach & Methodology for Commissioning of complete Data Center.

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

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

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

8.10 Format 10 - Specifications of the Physical Components

S. No.	Item Description	UOM	Quantity	Make	Model
1.					
2.					
3.					
4.					

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

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

8.11 Format 11 - Specifications of the IT Components

Sl. No.	Tech. Spec. No.	Item Description	UOM	Qty	Make	Model
1.						
2.						
3.						

Bidder should provide detailed specifications in Annexure II – Volume II.

8.12 Format 12 - Manpower Details

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

The Bidder should provide the summary table of details of the manpower that will be deployed on this project for implementation along with detailed CVs in the attached format:

Sl. No.	Type of Resource	No. of Resources	Key Responsibilities	Academic Qualifications and Certification (e.g. ITIL)	Years of Relevant Experience	Name of the Company (in case of prime and partner)
1.	DC Project Manager					
2.	Technical specialist – Network & Security					
3.	Technical specialist – Server Storage					
4.	Technical specialist – Backup					
5.	Technical specialist – EMS					
6.	Database Admin					
7.	Helpdesk coordinators					
8.	BMS support					
9.	Physical security					
10.	Housekeeping					
11.	Support and backoffice					
12.	Others					

CURRICULUM VITAE OF THE MANPOWER

1. **Proposed Position** [*only one candidate shall be nominated for each position*]:
2. **Name of Firm** [*Insert name of firm proposing the staff*]:
3. **Name of Staff** [*Insert full name*]:
4. **Date of Birth**:
5. **Nationality**:
6. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]:
7. **Membership of Professional Associations**:
8. **Other Training** [*Indicate significant training - Education were obtained*]:
9. **Employment Record** [*Starting with present position, synopsis of professional experience.*]:
10. **Certification**:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative:

8.13 Format 13 – Letter of Undertaking/ Declaration

(ON Rs. 100.00 Non Judicial Stamp Paper)

We, M/s hereinafter called as “Bidder” complete address hereby declare in favor of Member Secretary, PSeGS, Chandigarh, Hereinafter called as the “Tendering Authority” and agree to abide by the following:

1. We undertake to provide all the necessary Hardware, Software etc. to establish interoperability amongst different products quoted by us in the bid document dated.....if the interoperability is not provided with in the time schedule specified for installation, commissioning & integration, the bidder undertakes to replace all the equipments, hardware, software etc. for providing interoperability with out any additional cost to the tendering authority.
2. We have authorization certification(s) as given below (certificates valid till-date are enclosed)

S.No.	Brand/ Model Quoted	Authorization Certificate from (Mention Y/N Only) (Also attach company constitution certificate in support)			
		Manufacturer	Distributor	Dealer/ Channel Partner etc.	Details along with Page No. of relevant documents
1.					
2.					

3. Latest valid Certificate from Manufacturer of the product in case of Distributor / Dealer / Channel Partner in the prescribed format provided at Authorization Letter has been enclosed.
4. The annual turnover of our firm is as given below:

Turnover of the firm for India (Rs. in Crores)	2009-10	2010-11	2011-12

Note: Submit the CA certified audited financial statement/ audited annual report of the last three financial years.

5. The rates quoted are valid up to _____. (Subject to a minimum of 180 days from the last date of bid submission). The validity can be extended with mutual agreement.

6. We agree to abide by all the conditions mentioned in this Tender Notice issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).

7. We have not attached/ imposed terms & conditions from our side. If find so those may be treated as canceled.

The above document is executed on ___/___/2012 at (place) _____ and we accept that if anything out of the above information is found wrong, our tender shall be liable for rejection.

Name of Person:

Authorized Signatory Bidder

Complete Address:

8.14 Format 14 – Authorization Certificate

(To be issued by the manufacturer of the product in the favor of Distributor / dealer / channel partner on the company letterhead)

This is to certify that M/s (Name, complete address, city) are our authorized (Distributor / Dealer / Channel partner) for the sale, support and services for..... (Name of the product(s)) until date _____.

We undertake that we would provide the support for the above product(s) during the agreement period (Contract/ Project Period) for all the spares, patches, upgrades and parts of the supplied product/products.

We confirm that the products quoted are “not end of life and end of sale” as on Bid Submission Date. If in case the support for the product quoted has been stopped/ withdrawn during the project period, the same will be changed with the superior product at no extra cost.

(Signature with seal / stamp of the company)

Name:

Designation:

Note: This Letter of authority should be on the letterhead of the concerned manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

8.15 Format 15 – Statement of Deviation from Requirement/ Specification

Date: dd/mm/yyyy

To,
The Member Secretary
Punjab State e-Governance Society (PSEGS)
Department of Governance Reform, Punjab
S.C.O. 193-195, Sector 34-A, Chandigarh
Fax: 0172 – 2600971

Reference:

Sir,
There are no technical deviations (null deviations) from the requirement Specifications of tendered items and schedule of requirements. The entire work shall be performed as per your specifications and documents.

OR (*Strike out whatever is not applicable*)

Following is the exhaustive list of technical deviations and variations from the requirement specifications of tendered items and schedule of requirements. Except for these deviations and variations, the entire work shall be performed as per your specifications and documents.

S. No.	Section No.	Req. No.	Page No.	Statement of deviations and variations	Justification
1.					
2.					

Bidder

Signature _____
Name _____
Designation _____
Address _____
Company _____
Date _____

Company Seal

8.16 Format 16 – Statement of No-Deviation from Tender Terms and Conditions

Date: dd/mm/yyyy

To,
The Member Secretary
Punjab State e-Governance Society (PSEGS)
Department of Governance Reform, Punjab
S.C.O. 193-195, Sector 34-A, Chandigarh
Fax: 0172 – 2600971

Punjab

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.

Bidder

Signature _____
Name _____
Designation _____
Address _____
Company _____
Date _____

Company Seal

9 Section IX Annexure I – Performa

9.1 Format 17: Bidding document acknowledgement Performa

Dated:...

To Punjab State E Governance Society

.....

Dear Sirs,

We hereby acknowledge receipt of a complete set of Bidding Documents consisting of Six 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 Punjab State E Governance Societyis at 15:00 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 Punjab State E Governance Society and that the said documents are to be used only for the purpose intended by Punjab State E Governance Society

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

TELEX NO:

FAX NO:

TELEPHONE NO:

PERSONAL ATTENTION OF:

(IF REQUIRED)

Yours faithfully,

(BIDDER)

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

9.2 Format 19: Performa of Bank Guarantee towards Performance Security

PERFORMANCE GUARANTEE

Ref. No. _____ Bank Guarantee No _____

Dated _____

To,
The Member Secretary
Punjab State e-Governance Society (PSEGS)
Department of Governance Reform, Punjab
S.C.O. 193-195, Sector 34-A, Chandigarh
Fax: 0172 – 2600971

Punjab

Dear Sirs,

1. In consideration of PSeGS, Punjab having its office at <<..... >>(hereinafter referred to as PSeGS, Punjab, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and PSeGS, Punjab having agreed that the CONTRACTOR shall furnish to PSeGS, Punjab 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 Rs. (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 PSeGS, Punjab 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 PSeGS, Punjab 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 PSeGS, Punjab 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 PSeGS, Punjab may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees that PSeGS, Punjab 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 PSeGS, Punjab 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 Punjab State Govt. or any indulgence by PSeGS, Punjab 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 PSeGS, Punjab under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till PSeGS, Punjab 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 PSeGS, Punjab or that of the CONTRACTOR.

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

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

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. (in figures) (Indian Rupees (in words) _____) and our guarantee shall remain in force until _____ (**Five years from the date of acceptance of the DC**)

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 PSeGS, Punjab, under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of PSeGS, Punjab under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this...day of20___ at ...

WITNESS NO. 1

(Signature)

Full name and official address (in legible letters) with Bank stamp

Attorney as per power of Attorney No...

Dated.....

WITNESS NO. 2

(Signature)

Full name and official address (in legible letters) with Bank stamp

Attorney as per power of Attorney No...

Dated.....

9.3 Annexure II: Site Feasibility Report

STATE DATA CENTER – Punjab

LOCATION: First floor, Academic Block, MGSIPA Sector-26, Chandigarh

Sl. No	Site/Location Parameters	Data/Observations	Remark
01	Site location	The proposed SDC Site is at First floor of the Academic Block, MGSIPA Sector-26, Chandigarh	
02	Climatic Conditions		
	Temperature		
	Average Rainfall		
03	Natural Disasters		
	Seismic activity		
	Hurricane		
	Tornado		
	Flood		
	Landslide		
04	Man Made Threats		
	Fire		
	Pollution		
	Electromagnetic Interference		
	Vibration		
	Political Climate		
	Flight Path		
04	Building capabilities		
	Access		
	Power		
	Loading dock		
	Freight Elevator		
	Staircase		
	Floor loading		
	Floor to roof height		

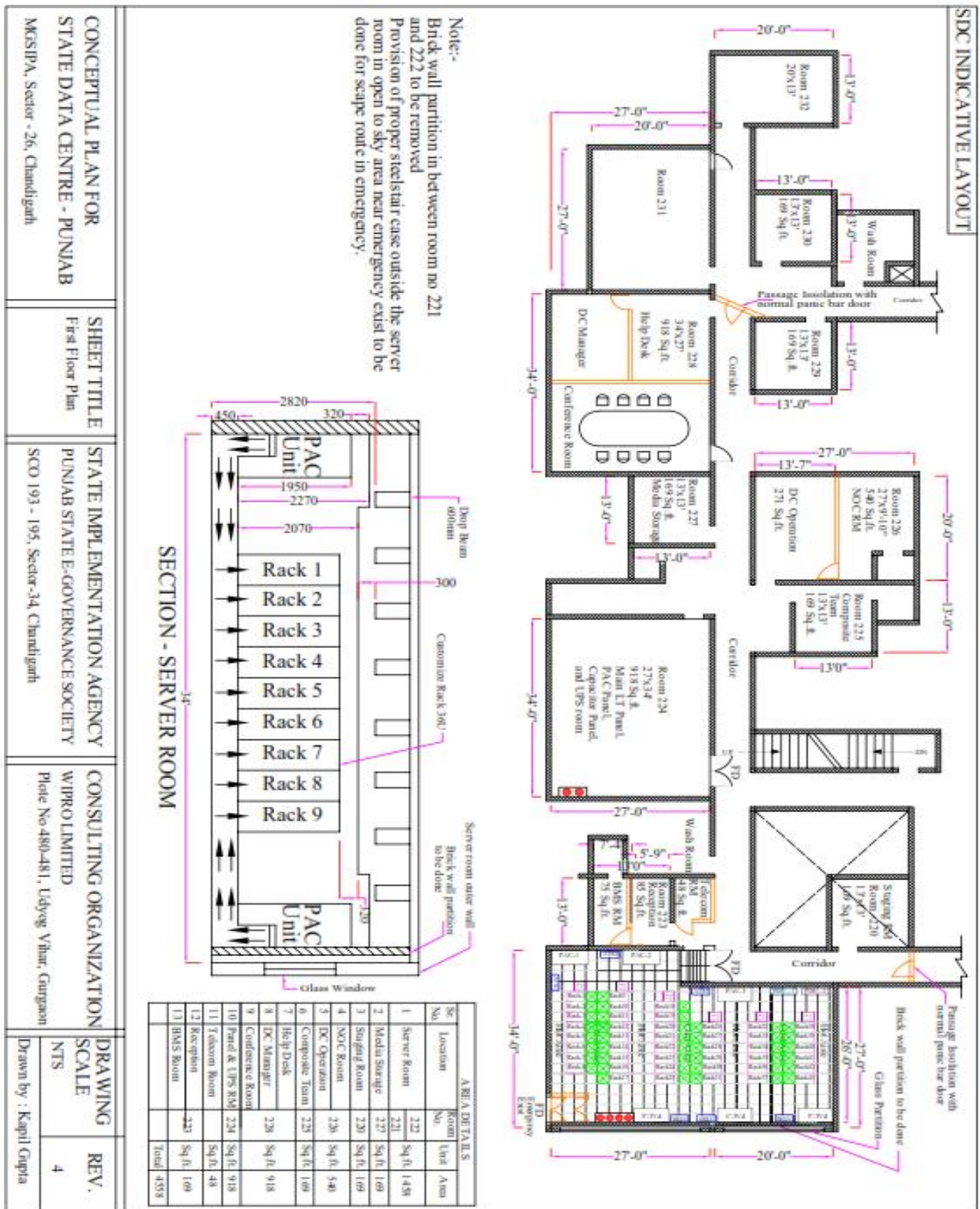
Final Remark: It is recommended to setup SDC at this site provided the following conditions are met

Note: The information furnished above is as per the understanding given to us by the Owner, various datasheets and archives from respective fields.

9.4 Annexure III: Load Calculation Sheet

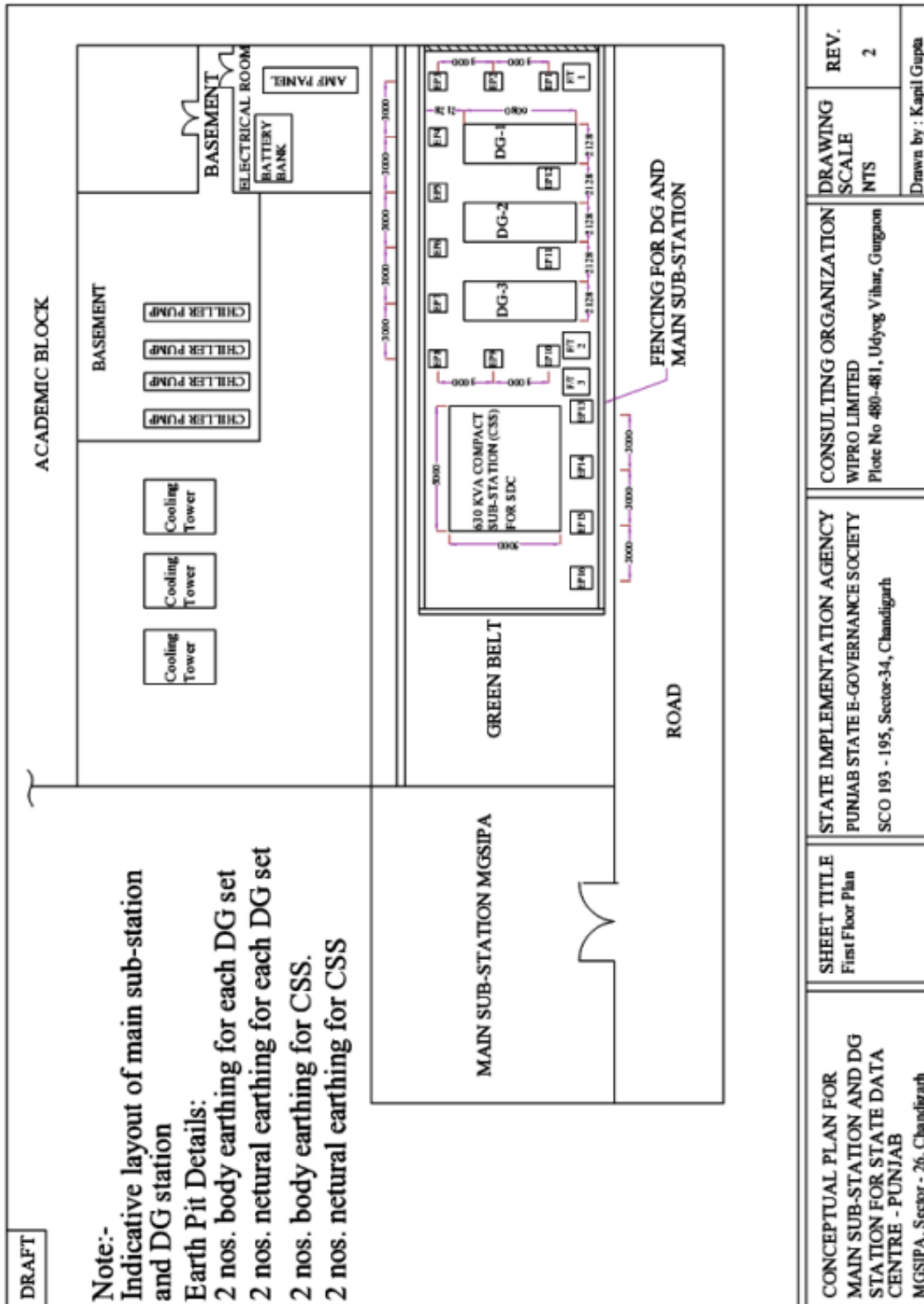
Sr. No.	Requirement of power		
1	UPS Capacity for Server farm area	KVA	232.2
2	Power Requirement for Auxiliary Area (lighting load)	KVA	7.75
3	UPS Capacity for the NOC, BMS and Staging Area	KVA	12
4	Power Requirement for Precision Air-Conditioning in the Server Farm Area	KVA	120.9
5	Power Requirement for Comfort Air-Conditioning in the Auxiliary Area	KVA	58.13
	Total	KVA	431
	(Power requirement for PAC + Power requirement for Comfort AC + Power requirement for auxiliary area + Power required for UPS for Server Farm Area+ Power required for the NOC, BMS & Staging Area) x Safety factor (20%)	KVA	517.2
A	UPS rating	232.2 KVA	
	UPS required 2 x 232.2 KVA	2 Nos.	
B	Min transformer rating required	630 KVA	
	No. of transformer required	1	
C	DG rating	320	
	No. of DG required	3	

9.5 Indicative Proposed SDC Layout



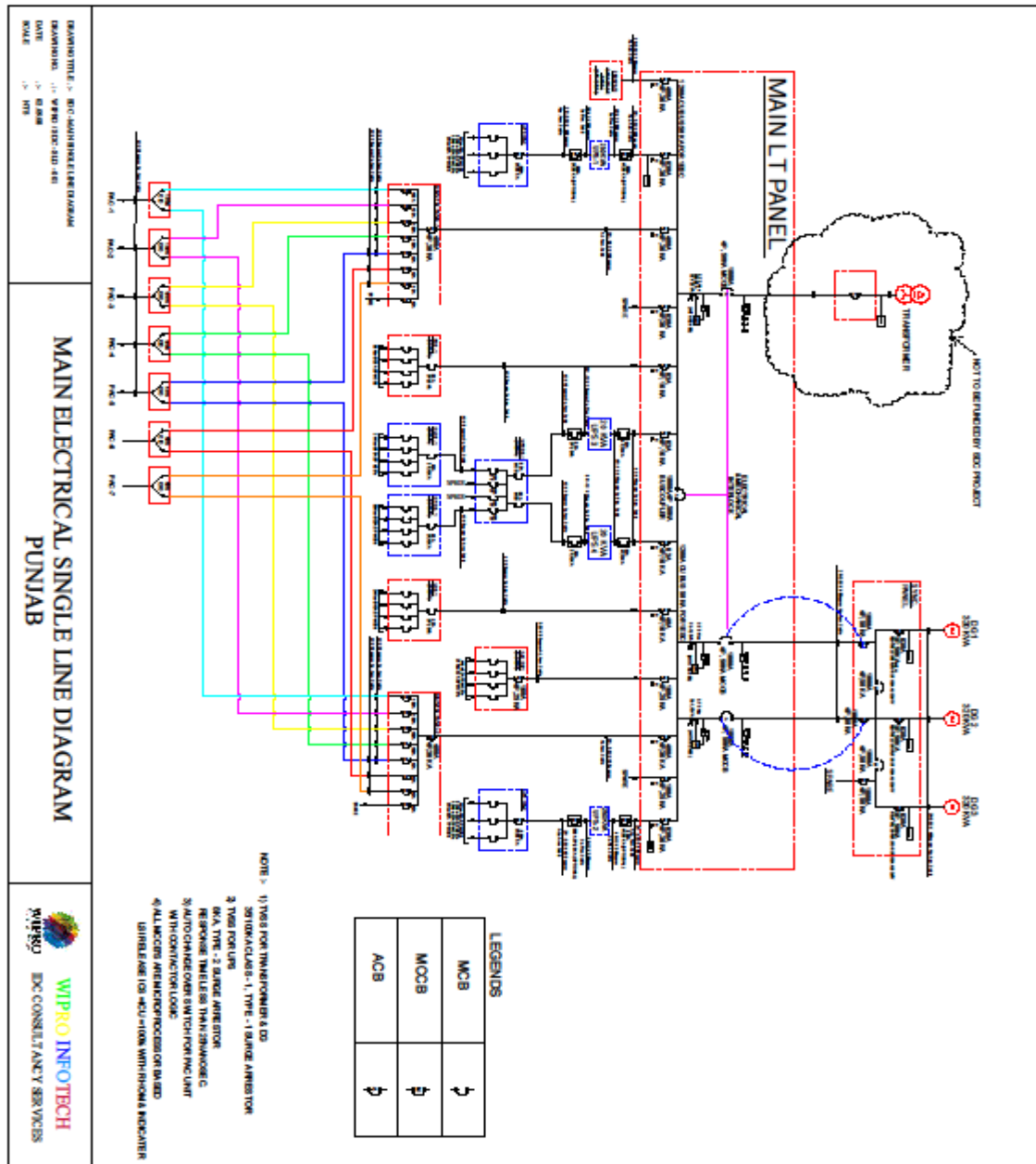
Final Basic Layout will submitted by the DCO after site survey

9.6 Indicative Layout Plan for Main Sub-station and DG Station



Final Layout plan for Main Sub-station and DG station will be submitted by the DCO after site survey

9.7 Annexure V: Tentative Indicative Single Line Diagram (Electrical)



The DCO has to visit & examine the SDC site thoroughly and submit the final SLD accordingly

Section X

Commercial Bid

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

10.1 Format 20 - Commercial Bid Letter

To

<NAME & Address OF CONTACT PERSON >

Sir/ Madam,

Subject: Appointment of an Agency for Supply, Installation, Configuration, Operations and Maintenance of physical & IT components for State Data Center Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

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

1. PRICE AND VALIDITY

- a. All the prices mentioned in our Tender are in accordance with the terms as specified in the Tendered 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
- b. We hereby confirm that our Tender prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- c. We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

2. UNIT RATES

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

3. EARNEST MONEY DEPOSIT (EMD)

We have enclosed an EMD in the form of a Demand Draft for a sum of INR XXXXXX/- (Rupees xxxxxxxxxxxx only). This EMD is liable to be forfeited in accordance with the provisions of the Section III - General Conditions of the Contract.

4. DEVIATIONS

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

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

5. TENDER PRICING

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

6. QUALIFYING DATA

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

7. BID PRICE

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

8. CONTRACT PERFORMANCE GUARANTEE BOND

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

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

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

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

Thanking you,

Yours faithfully,

(Signature of the Bidder) Printed Name

Designation

Seal.

Date:

Place:

Business Address:

CAPEX

10.2 Format 18: Breakdown of Cost Components

10.2.1. Commercial Details

10.2.1.1. Section A1: Platform and Storage

S.No	Tech. Spec. No.	Item description	UOM	Qty	Make	Model	Base Unit cost in INR	Total Base cost in INR	CST in %age	VAT in %age	CST in INR	VAT in INR	Total Cost in INR
A		B	C	D	E	F	G	H = DXG	I	J	K	L	M=H+K+L
1.	1.2.1	Blade Chassis	Nos	2									
2.													
Total Section - A1 (Platform & Storage) (in Figures)													
Total Section – A1 (Platform & Storage) (in Words)													

10.2.1.2. Section A2: Network Components

S.No	Tech. Spec. No.	Item description	UOM	Qty	Make	Model	Base Unit cost in INR	Total Base cost in INR	CST in %age	VAT in %age	CST in INR	VAT in INR	Total Cost in INR
A		B	C	D	E	F	G	H = DXG	I	J	K	L	M=H+K+L
1.			No's										
2.			No's										
Total Section – A2 (Network Components) (in Figures)													
Total Section – A2 (Network Components) (in Words)													

10.2.1.3. Section A3: Enterprise Management System – EMS (A3)

S.No	Tech. Spec. No.	Item description	UOM	QTY	Make	Model	Base Unit cost in INR	Total Base cost in INR	CST in %age	VAT in %age	CST in INR	VAT in INR	Total Cost in INR
A		B	C	D	E	F	G	H = DXG	I	J	K	L	M=H+K+L
1.	1.4	EMS solution having all the modules defined in technical specifications.	Set	1									
2.	1.4.13	EMS Server	Nos	3									
Total Section - A3 (EMS) (in Figures)													
Total Section - A3 (EMS) (in Words)													

Note: Bidder has to mention quantity of the item over and above the mentioned quantity which shall be sufficient to meet the scope/objective of State Data Center,

10.2.1.4. Section A4 - Software Licenses

S.No	Tech. Spec. No.	Item description	UOM	QTY	Make	Model	Base Unit cost in INR	Total Base cost in INR	Tax %age	Tax in INR	Total Cost in INR
A		B	C	D	E	F	G	H = DXG	I	J	K=H+J
1.											
Total Section – A4 (Software Licenses) (in Figures)											
Total Section – A4 (Software Licenses) (in Words)											

10.2.1.5. Section A5: Physical Quantity Civil and Interiors (A4)

Approx Quantity

S.No	Item description	UOM	QTY	Make	Model	Base Unit cost in INR	Total Base cost in INR	CST in %age	VAT in %age	CST in INR	VAT in INR	Total Cost in INR
A	B	C	D	E	F	G	H =DXG	I	J	K	L	M=H+K+L
A	Furniture											
1												
Total Section – A5 (Civil & Interior) (in Figures)												
Total Section – A5 (Civil & Interior) (in Words)												

All detailed specification and working drawing prior to the execution to be submitted by the Bidder
 Site strengthening is not required as floor loadin requirements met at the time of building construction.

10.2.1.6. Section A6: Electrical System

S.No	Item description	UOM	QTY	Make	Model	Base Unit cost in INR	Total Base cost in INR	CST in %age	VAT in %age	CST in INR	VAT in INR	Total Cost in INR
A	B	C	D	E	F	G	H = DXG	I	J	K	L	M=H+K+L
1	Diesel Generator	NOS										
Total Section – A6 (Electrical System) (in Figures)												
Total Section – A6 (Electrical System) (in Words)												

10.2.1.7. Section A7: Air Conditioning System

S.No	Item description	UOM	QTY	Make	Model	Base Unit cost in INR	Total Base cost in INR	CST in %age	VAT in %age	CST in INR	VAT in INR	Total Cost in INR
A	B	C	D	E	F	G	H = DXG	I	J	K	L	M=H+K+L
Total Section – A7 (Air Conditioning System) (in Figures)												
Total Section – A7 (Air Conditioning System) (in Words)												

10.2.1.8. Section A8: Safety and Security Systems

S.No	Item description	UOM	QTY	Make	Model	Base Unit cost in INR	Total Base cost in INR	CST in %age	VAT in %age	CST in INR	VAT in INR	Total Cost in INR
A	B	C	D	E	F	G	H = DXG	I	J	K	L	M=H+K+L
Total Section – A8 (Safety & Security system) (in Figures)												
Total Section – A8 (Safety & Security system) (in Words)												

10.2.1.9. Section A9: Passive Networking

S.No	Item description	UOM	QTY	Make	Model	Base Unit cost in INR	Total Base cost in INR	CST in %age	VAT in %age	CST in INR	VAT in INR	Total Cost in INR
A	B	C	D	E	F	G	H = DXG	I	J	K	L	M=H+K+L
A	Copper Connectivity											
8												
Total Section – A9 (Passive networking) (in Figures)												
Total Section – A9 (Passive networking) (in Words)												

10.2.1.10. Section A10: Additional Items

S.No	Tech. Spec. No.	Item description	UOM	Qty	Make	Model	Base Unit cost in INR	Total Base cost in INR	CST in %age	VAT in %age	CST in INR	VAT in INR	Total Cost in INR
A		B	C	D	E	F	G	H = DXG	I	J	K	L	M=H+K+L
3.			Nos										
4.													
Total Section - A10 (Additional Items) (in Figures)													
Total Section - A10 (Additional Items) (in Words)													

Note: The quantities mentioned in the RFP are indicative/ approx. and shall be only used for the purpose of financial bid evaluation but the actual quantities shall be finalized upon the submission of the Survey Report (Pre-Implementation Period) by the DCO and the Payments shall be made as per actual.

OPEX

10.2.2. Section B1 - O&M Services Cost

S.No	Item description	Year					Total Base cost in INR	Service Tax in %age	Total Cost in INR
		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5			
1	Facility Management Services Cost of all IT and Non IT components as per BoM / RFP / solution for entire project period								
2	Prevailing service tax as applicable								
3	Cost of Update and Maintenance of Software licenses								
Total Section B1 (OPEX Cost) (1+2+3) (in Figures)									
Total Section B1 (OPEX Cost) (in Words)									

Please note:

1. The cost of electricity, diesel shall be paid on actual consumption subject to submission of bills and timely payment to concerned service provider. This value is over and above the tender cost.
2. Bill Collection and timely submission will be the responsibility of the bidder.
3. The SIA will consider if any revision in service tax during the tenure of the project. But it's DCO's responsibility to notify (with supporting document(s)) the SIA regarding any upward and downward change in the service tax and pass the benefit to SIA if there is any downward change in the same and SIA will bear in case of upwards change.
4. The bidder will ensure that prices/cost for all the software licenses discovered during the bid process will be valid for entire period of contract
DCO is responsible for scalability (as defined in technical specifications in Volume II) & facilitate the State to scale up the Data Center without effecting the operation. During the project period if new additional IT hardware/software are procured and brought into the SDC, its FMS/O&M

charges shall be reimbursed to the DCO @ 1.5% of CAPEX per quarter. The charges shall be effective from its subsequent quarter.

10.2.3. Section B2 - O&M Services Cost for Additional Items

S.No	Item description	Total Base cost in INR	Service Tax in %age	Total Cost in INR
A	B	C	D	E = C+D
1	Facility Management Services Cost of all Additional IT and Non IT components as per BoM / RFP / solution for entire project period			
2	Prevailing service tax as applicable			
3	Cost of Update and Maintenance of Software licenses			
Total Section B2 (OPEX Cost) (1+2+3) (in Figures)				
Total Section B2 (OPEX Cost) (in Words)				

10.2.4. Summary of Cost Components:

A. Commercial Summary: CAPEX

S.No.	Item	Section	Total Price in INR	Total Price in words
1.	Platform & Storage Package (A1)	10.2.1.1		
2.	Network Component Package (A2)	10.2.1.2		
3.	EMS Package (A3)	10.2.1.3		
4.	Software and Licenses (A4)	10.2.1.4		
Sub Total (A1+A2+A3+A4)				
5.	Civil & Interior Package (A5)	10.2.1.5		
6.	Electrical System Package (A6)	10.2.1.6		
7.	Air Conditioning System Package (A7)	10.2.1.7		
8.	Safety & security Package (A8)	10.2.1.8		
9.	Passive Networking Package (A9)	10.2.1.9		
10.	Additional Items (A10)	10.2.1.10		
Sub Total (A5+A6+A7+A8+A9+A10)				
Total A (A1 to A10)				

B. Commercial Summary: OPEX → O&M Services

Sl. No	Operational Support	Section	Total Price in INR	Total Price in words
1.	O&M Services (B1)	10.2.2		
2.	O&M Services (B2)	10.2.3		
Total OPEX (B=B1+B2)				

The OPEX for the project period shall be for the entire components / items / infrastructure of SDC under the RFP / Contract. OPEX shall be paid in 20 equal installments, each quarter during the project period.

(C.) Manmonth Rate Table

<u>Sr. No.</u>	<u>Resource Category</u>	<u>Manmonth Rate (Inclusive of All Taxes & Duties)</u>
1.	DC Project Manager	
2.	Technical specialist – Network & Security	
3.	Technical specialist – Server Storage	

4.	Technical specialist – Backup	
5.	Technical specialist – EMS	
6.	Database Admin	

Note:

The above resource wise rates shall not be used for any type of Bid evaluation purpose however the same shall be referred for calculation of any contract extension/penalty imposition or any other requirement during total contractual period, if needed. (to be inserted as C point at page number 237)

Please note:

1. The SIA will consider if any revision in service tax during the tenure of the project. But it's DCO's responsibility to notify (with supporting document(s)) the SIA regarding any upward and downward change in the service tax and pass the benefit to SIA if there is any downward change in the same and SIA will bear in case of upwards change.
2. The quantities mentioned in the RFP are indicative/ approx. and shall be only used for the purpose of financial bid evaluation but the actual quantities shall be finalized upon the submission of the Survey Report (Pre-Implementation Period) by the DCO and the Payments shall be made as per actual.

C. Financial Bid Summary

S.No.	Item	Total Price	Total Price in words
1	Total of IT Component (A1+A2+A3+ A4)		
2	Total of Physical Infrastructure (A5+A6+A7+A8+A9)		
3	Total of Additional Components (A10)		
Total CAPEX (A = A1+A2+A3+A4+A5+A6+A7+A8+A9+A10)			
Total OPEX (B = B1+B2)			
Grand Total Project Cost C=A+B			

10.3 Format 21 - Statement of Commercial Deviation

Date: dd/mm/yyyy

To,

To,

The Member Secretary

Punjab State e-Governance Society (PSEGS)

Department of Governance Reform, Punjab

S.C.O. 193-195, Sector 34-A, Chandigarh

Fax: 0172 – 2600971

Punjab

Reference:

Sir,

There are no deviations (null deviations) from the requirement specifications of tendered items and schedule of requirements and hence there are no commercial deviations. The entire work shall be performed as per your specifications and documents.

OR (*Strike out whatever is not applicable*)

Following is the exhaustive list of commercial deviations and variations from the exceptions to the specifications and documents for the above mentioned tender. Except for these deviations and variations, the entire work shall be performed as per your specifications and documents.

S. No.	Section No.	Req. No.	Page No.	Statement of deviations and variations

Bidder

Signature _____

Name _____

Designation _____

Address _____

Company _____

Date _____

Company Seal

11 Section XI Annexure II – Pre Qualification CheckList

S.No.	Position	Description	Document	Details along with page numbers of relevant documents	Submitted Yes/ No
1	Section II, S.No. 1	The Bid can be submitted by an individual or a consortium. The bidder (prime) should be a company registered under the Companies Act, 1956 since last 3 years	1) The MoU/ agreement among the members signed by the Authorized Signatories of the companies dated prior to the submission of the bid to be submitted in original which shall clearly specify the prime bidder, stake of each member and outline the roles and responsibilities of each member.		
2			2) Certificate of incorporation and Self Certification of being in the business for the last 3 years should be attached.		
3	Section II, S.No. 3	Bidder (prime) should be an established Information Technology Company/ IT System Integrator and should have been in the business for a period exceeding three years as on 31.03.2012.	1) Work Orders confirming year and area of activity.		
4			2) Memorandum and Articles of Associations.		
5	Section II, S.No.	Bidder (prime) must have ISO	1) Copy of Valid Certificate		

	4	9001:2000 certification.			
6	Section II, S.No. 5	<p>The bidder (prime) should have commissioned and installed at least one Data center project that meets all the below mentioned requirements during the last Three (3) years:</p> <p>a. An Order Value (including IT and Non-IT but excluding basic building structure cost) of not less than Rs. 5 crores.</p> <p>b. Valid BS 7799 / ISO 27001 certification</p> <p>Note:</p> <ul style="list-style-type: none"> o Bidder's in house data centers shall not be considered. o Bidders who have built their own Internet Data Centre (IDC), for commercial use will be considered. 	<p>a) Copy of work order / client certificates. For IDC bidder, Certificate from Company Secretary confirming the order value/cost.</p> <p>b) Valid Certification</p>		
7					
8					
9	Section II, S.No. 6	The bidder (prime) should have experience in providing Facility management services to at least one data center, during the last three	a) Copy of work order / client certificates.		

		<p>years 2009-2010, 2010-2011, 2011-2012”</p> <p>. The facility management services shall include IT infrastructure related (e.g. Servers, storage, networks etc.) / non IT related services (Power, cooling, physical security etc)</p> <p>Note:</p> <ul style="list-style-type: none"> • Bidder’s in house data centers shall not be considered. <p>Bidders who have built their own Internet Data Centre (IDC), for commercial use will be considered.</p>			
10	Section II, S.No. 7	The bidder (Prime/ Consortium partner) should have a CMMI level 5 Certificate	a) Copy of valid certificate		
11	Section II, S.No. 9	<p>a) The bidder (prime) must have on its roll at least 100 technically qualified professionals in, networking, systems integration, and prior experience in providing the Data Center Infrastructure maintenance services as on 31-3-2012”.</p>	a) Certificate from bidders HR Department for number of Technically qualified professionals employed by the company.		
12			b) Name of the employees along with certified copies of the certifications done, which are ITIL / BS7799/ISO 27001 lead		

		b) At least five resources should be ITIL certified and five resources should be BS7799/ISO 27001 lead Auditor or Lead Implementer certified.	Auditor or Lead Implementer certified to be provided.								
13	Section II, S.No. 12	<p>The bidder (prime) should submit valid letter from the OEMs confirming following:</p> <ul style="list-style-type: none"> • Authorization for bidder • Confirm that the products quoted are not end of life products • Undertake that the support including spares, patches for the quoted products shall be available for next 6 years. 	a) Letter of Authorisation from bidder (prime)								
			b) Undertaking from OEM in tabular form								
			<table border="1"> <thead> <tr> <th>OEM Name</th> <th>Product</th> <th>Authorization</th> <th>Operation Validity</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	OEM Name	Product	Authorization	Operation Validity				
OEM Name	Product	Authorization	Operation Validity								
14			c) Certificate from OEMs for authorizing their respective products								
			d) Undertaking from OEM that products quoted are not end of life products and support including spares, patches for the quoted products shall be available for next 6 years								
15	Section II, S.No. 8	The bidder (prime) should have positive net worth of at least 25 crores for the last year and an average turnover of more than Rs. 100 crores as on year ending on 31.03.2012 for last three Financial Years i.e. , 2009-10 , 2010-2011 & 2011-2012									

16	Section II, S.No. 10	The bidder (prime) should furnish, as part of its bid, an Earnest Money Deposit (EMD) of Rs 40 Lacs	Type:..... Number:.....		
17	Section II, S.No. 11	Bidder prime should not be under declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the government agencies	Declaration in the form of authorized affidavit in this regard by the authorized signatory of the prime bidder		
18	Section II, S.No. 13	The bidder (prime) should have an office in the state. However, if the local presence is not there in the state, the bidder should give an undertaking for establishment of an office, within two months of award of the contract.	Relevant Documents or Undertaking signed by the Authorized Signatory		
19	Section II, S.No. 15	Each server and software OEM is required to submit an undertaking on the horizontal support of its products across various platforms/processors as follows : SERVER Each server OEM is required to submit an undertaking, certifying its product to be supported on operating systems (OS) and Databases, with names and version details of the supported OS and Databases, for a period of 6 years, applicable from the date of	Declaration letter along with relevant supporting documents.		

		<p>completion of FAT.In case the said support is terminated for any reason within the required support period for SDC, the OEM shall provide a better server with no additional cost.</p> <p>Software.</p> <p>Each software OEM is required to submit an undertaking certifying its products to be supported on operating systems (OS) and Databases with names and version details of the supported server and Databases/OS, for a period of 6 years, applicable from the date of completion of FAT.In case the said support is terminated for any reason within the required support period for SDC, the OEM shall provide a new version of software as applicable with no additional cost.</p>			
20	Section II, S.No. 16	<p>The bidder shall have to give the declaration that the database solution quoted with reference to the server, OS and DB licenses proposed for SDC its complete and comprehensive support shall be available for the period of 6 years from the date of operationalization.</p>	<p>Declaration letter along with relevant supporting documents.</p>		

		<p>There shall not be any withdrawal of support by any of the system software (RDBMS,OS etc) OEMs on the quoted system software release on the proposed processors of the server machines quoted by the bidder for SDC.In case the support for future release is not available as on bid submission date, such hardware shall not be quoted .In case on the quoted hardware, the support is withdrawn subsequently the bidder shall replace the non supported hardware with better hardware with no additional cost.</p>			
--	--	--	--	--	--