

Corrigendum-01 dated 03.12.2022

Request for Proposal (RFP) for Selection of agency for Operation & Maintenance of Gujarat State Data Centre (GSDC) on behalf of Department of Science & Technology, Govt. of Gujarat. (Bid Number: GEM/2022/B/2664262 Dated: 22-10-2022)

Please find the response to pre-bid queries, Corrigendum, revised RFP (Vol-I & Vol-II) enclosed herewith.

	A	B	C	D	E
1	Request for Proposal (RFP) for Selection of Agency for Operation & Maintenance (O&M) of GSDC on behalf of Department of Science & Technology (DST), Government of Gujarat (GoG) (Bid Number: GEM/2022/B/2664262 Dated: 22-10-2022)				
2	Pre-bid queries				
3	S. No.	Bidding Document Reference (Clause /page)	Content of RFP requiring clarification	Points of Clarification required	Tenderer (DST/GSDC/GIL) Submission
4	1	SOW, Page 7	For network and security devices (Annexure-B), the bidder, at his discretion, can take back-to-back CAMC of network and security components or refresh with equal or higher capabilities.	Kindly remove the chassis from the list and add the same to Non Back to back.	Chassis should be considered in server list.
5	2	SOW, Page 38	ISO 27001 ISMS/ISO 20000 ITIL Standards for GSDC	Please provide the end date of ISO certificates so we know when to get them renewed.	ISO 20K: Re-issue Date: 19-Jan-2021 and current expiry date: 31-Jan-2024 ISO 27K: Re-issue Date: 19-Jan-2021 and current expiry date: 31-Jan-2024
6	3	SOW, Page 42	Transformer, Circuit Breaker, Electricity and DG Set Maintenance & Management	Please provide the contact details of existing vendor/OEM to connect with them.	Necessarry details have already been provided in RFP
7	4	SOW, Page 45	Min. Qualification, Relevant Experience & Certifications	Requesting you to keep this same as per earlier RFP. We see a huge difference in the ask while we understand that the responsibilites are combined.	As per RFP
8	5	SOW, Page 45	Penalties for non-availability of aforesaid resources	Penalties are huge, please relook at the same. Requesting you to refer the earlier RFP.	As per RFP
9	6	SOW, Page 50	Hand-over/take-over existing Operations (Duration 2 Months)	Requesting you to keep 90 Days after issuance of WO. In earlier RFP it was 90 days only.	As per RFP. In case of exisiting agency there will be no HO/TO time will be given.
10	7	SOW, Page 54	Penalty for Delay in implementation of EMS/NMS and refresh/upgrade/replacement of devices/solutions:	Requesting you to keep the implementation time at T+120 days. This is because of the delay in hardware supplies now a days due to chip related issues.	As per RFP
11	8	Annexures, Page 19	Biometric Access Control System installed at SDC and DC location	Have not these devices been renewed last year as the dates shown are of 2021. in such circumstances the OEM takes reinstaement fees which is a liability on new DCO.	CAMC support date for Biometric Access Control System installed at SDC and DC locations is 30-Nov-2022.
12	9	Annexures, Page 10	2 facto OTP Authentication	Will this fall under DST after existing contract expiry? Can a new DCO take charge of it once onboarded?	Yes. New DCO take carge of it once onboarded.
13	10	Vol -I	RA Enabled	Usually RA is for single products' RFP. Here multiple products are involved hence requesting your to disable the RA for this.	As per RFP
14	11	Vol -I	Insurance	Please share the value of assents under SDC as it is required to take insurance cost from insurer before the RFP submission	Details will be shared with successful bidder
15	12	SOW, Page 6	Bidder is responsible to provide all required Hardware/software like Desktop/laptop, Hardware tools, OS, other software etc. to his resources (which are deployed under this project) to perform all the duties/works as a part of the deliverables under this RFP.	in Earlier RFP it was to be provided by the tenderer. Please check and do the needful.	Desktops will be provided by TENDERER.

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16	13	Section II – Eligibility Criteria no. 2 /page no. 5	Bidder should be an established IT System Integrator and should have been engaged in Operations & Maintenance Services of at least 30 Rack size Data Centres during last 8 years from bid submission date	Bidder should be an established IT System Integrator and should have been engaged in Operations & Maintenance Services of at least 20 Rack size Data Centres during last 8 years from bid submission date (This clause is re-written for better clarity)	Please check Corrigendum.
17	14	Section II – Eligibility Criteria no 5 / page no.6	<p>The bidder should have demonstrable expertise and experience in executing of Integration / Operation of Data Centre anytime during last eight years, having a minimum value of</p> <ul style="list-style-type: none"> - One DC/DR project of Rs. 75 crores or - Two DC/DR projects of Rs. 40 crores each or - Three DC/DR project of Rs. 25 crores each <p>Note:</p> <ul style="list-style-type: none"> i. In-house projects executed by the bidder shall not be considered for above purpose. Projects covering only AMC of equipment would not be considered ii. The work order/purchase order should be from the end-customer only. Sub-contracted works will not be considered as valid customer reference. 	<p>The bidder should have demonstrable expertise and experience in executing Integration / Operation & maintenance of Data Centre anytime during last eight years, having a minimum value of</p> <ul style="list-style-type: none"> - One project of Rs. 70 Crores or - Two projects of Rs. 35 Crores each or - Three project of Rs. 24 Crores each <p>Note:</p> <ul style="list-style-type: none"> i. In-house projects executed by the bidder shall not be considered for above purpose. Projects covering only AMC of equipment would not be considered ii. The work order/purchase order should be from the end-customer only. Sub-contracted works will not be considered as valid customer reference. 	No change , as per RFP
18	15	Technical Evaluation Criteria sr.no. 1 / page no.7	<p>Average annual turnover of Bidder for any of three financial years out of last four Financial Year (any three from 2017-18, 2018-19, 2019-20 & 2020-21) as on submission date.</p> <p>>100 to <=300 Crores = 2.5 Marks</p> <p>>301 and <=500 Crores = 5.0 Marks</p> <p>Above 501 Crores = 7.5 Marks</p> <p>"For the purpose of bid evaluation, bidder's parent company/ group company credentials shall also be considered for both pre-qualification & technical evaluation purposes.Consolidated balance sheet of parent company to be submitted clearly indicating the list of group companies."</p>	<p>Average annual turnover of Bidder for any of three financial years out of last four Financial Year (any three from 2018-19, 2019-20, 2020-21 & 2021-22) as on submission date.</p> <p>>100 to <=200 Crores = 2.5 Marks</p> <p>>201 and <=400 Crores = 5.0 Marks</p> <p>Above 401 Crores = 7.5 Marks</p>	No change , as per RFP
19	16	Technical Evaluation Criteria sr.no. 2 / page no.7	The bidder has commissioned and installed IT Infrastructure of Data Center project with minimum 30 Rack size during last eight years Up to 3 Data centres = 2.5 Marks 4 Data centres = 5 Marks above 5 Data centres = 7.5 Marks Note- Tenderer may consider multiple projects if different DC-DRs are part of the single work order.	<p>The bidder has commissioned and installed IT Infrastructure at Data Center with minimum 30 Rack size during last eight years</p> <p>Up to 1 Data Centres = 2.5 Marks</p> <p>2 Data Centres = 5 Marks</p> <p>3 or above Data Centres = 7.5 Marks</p> <p>"Tenderer may consider multiple projects, if different DC-DR are part of single work order"</p>	No change , as per RFP

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20	17	Technical Evaluation Criteria sr.no. 4 / page no.7	<p>The bidder Providing O&M/FMS Services for Data Center project during last 8 years need to meet both the following requirements: a. ISO 27001 certification for Data Center b. ISO 20000 certification for Data Center</p> <ul style="list-style-type: none"> • 1 Projects = 2.5 Marks • 2 Projects = 5.0 Marks • More than 2 Projects = 7.5 Marks <p>Note- Tenderer may consider multiple projects if different DC-DRs are part of the single work order.</p>	<p>The bidder should posses following quality Certificates valid as on date</p> <ul style="list-style-type: none"> ☑ Any two certificates from ISO 9001, ISO 20000 & ISO 27001 = 2.5 Marks ☑ All three certificates (ISO 9001, ISO 20000 & 27001) = 5.0 Marks ☑ All 3 ISO Certificates & CMMI Level 3 or above certificate = 7.5 Marks 	No change , as per RFP
21	18	Section II – Eligibility Criteria Page No. 5	Bidder should be an established IT System Integrator and should have been engaged in Operations & Maintenance Services of at least 30 Rack size Data Centres during last 8 years from bid submission date	<p>We request you to relax this clause and modify as below</p> <p>Bidder should be an established IT System Integrator and should have been engaged in Operations & Maintenance Services of at least 20 Rack size Data Centres during last 8 years from bid submission date</p>	Please check Corrigendum.
22	19	Technical Evaluation Criteria Page No.7	<p>Average annual turnover of Bidder for any of three financial years out of last four Financial Year (any three from 2017-18, 2018-19, 2019-20 & 2020-21) as on submission date.</p> <p>>100 to <=300 Crores = 2.5 Marks</p> <p>>301 and <=500 Crores = 5.0 Marks</p> <p>Above 501 Crores = 7.5 Marks</p> <p>Note- For the purpose of bid evaluation, bidder's parent company/ group company credentials shall also be considered for both pre-qualification & technical evaluation purposes. The consolidated balance sheet of parent company to be submitted clearly indicating the list of group companies.</p>	<p>We request you to relax this clause and modify as below</p> <p>Average annual turnover of Bidder for any of three financial years out of last four Financial Year (any three from 2017-18, 2018-19, 2019-20 & 2020-21) as on submission date.</p> <p>>100 to <=150 Crores = 2.5 Marks</p> <p>>150 and <=200 Crores = 5.0 Marks</p> <p>Above 200 Crores = 7.5 Marks</p> <p>"For the purpose of bid evaluation, bidder's parent company/ group company credentials shall also be considered f+B3or both pre-qualification & technical evaluation purposes.Consolidated balance sheet of parent company to be submitted clearly indicating the list of group companies."</p>	No change , as per RFP
23	20	Technical Evaluation Criteria Page No.7	<p>The bidder has commissioned and installed IT Infrastructure of Data Center project with minimum 30 Rack size during last eight years</p> <p>Up to 3 Data centres = 2.5 Marks</p> <p>4 Data centres = 5 Marks</p> <p>above 5 Data centres = 7.5 Marks</p> <p>Note- Tenderer may consider multiple projects if different DC-DRs are part of the single work order.</p>	<p>The bidder has engaged in Operations & Maintenance Services of at least 20 Rack size Data Centres during last 8 years from bid submission date</p> <p>1 Data Center = 2.5 Marks</p> <p>2 Data Center = 5 Marks</p> <p>above 2 Data Center = 7.5 Marks</p> <p>"Tenderer may consider multiple projects, if different DC-DR are part of single work order"</p>	No change , as per RFP. For rack size please check corrigendum.

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24	21	Technical Evaluation Criteria Page No.7	<p>The bidder Providing O&M/FMS Services for Data Center project during last 8 years need to meet both the following requirements:</p> <p>a. ISO 27001 certification for Data Center</p> <p>b. ISO 20000 certification for Data Center</p> <ul style="list-style-type: none"> • 1 Projects = 2.5 Marks • 2 Projects = 5.0 Marks • More than 2 Projects = 7.5 Marks <p>Note- Tenderer may consider multiple projects if different DC-DRs are part of the single work order.</p>	<p>As we understand , the company managing the dzata centre will have ISO 20000. This is for orgainization Data centre will have ISO 27001 Certification. So we request you to remove ISO 20000 certification for Data centre</p>	No change , as per RFP
25	22	Technical Evaluation Criteria Page No.7	<p>The bidder should have implemented/ managing on premise Cloud services in the DC in last 8 years</p> <p>1 One Project = 5</p> <p>2 Two Project = 7</p> <p>3 More than 2 Project = 10</p>	<p>We request you modify this clause as below</p> <p>The bidder should have experience in implementing/ managing Data centre or IT infrastrcuture at Data centre in last 8 years</p> <p>One Project = 5</p> <p>Two Project = 7</p> <p>More than 2 Project = 10</p>	No change , as per RFP
26	23	2.1. Key actions points for GSDC O & M, Vol 2 Page No. 6	(v) Bidder is responsible for sizing and procuring the necessary hardware and software licenses as per the performance requirements provided in the RFP. During the warranty period bidder shall replace or augment or procure higher-level new equipment or additional licenses at no additional cost in case the procured hardware or software is not adequate to meet the service levels.	Performance issues will occur major in where there is high demand of services, increase in the number of users and cuncurrent users, no of new servcies,applications added, in such cases how bidder prdict the new requirement (Hardware & Software licesnes) at the bidding stage. Suggest purchaser to add separate section in RFP on the on the future SDC requirement in detail with BOQ.	As per RFP
27	24	2.1. Key actions points for GSDC O & M, Vol 2 Page No. 7	f) For any IT & non IT devices which are currently out of support or their CAMC had already been expired, Bidder is required to take all such IT & Non IT devices (AS-IS condition) into their CAMC support for entire contract period without any extra cost to GoG. Bidder, at his discretion, may replace or upgrade such devices with equivalent/better capabilities, in case of any challenges to get CAMC support.	Understand that these IT & non IT devices which are currently out of support or their CAMC had already been expired are in fully 100% working condition	As per RFP
28	25	2.2. Network operations, Services and maintenance, Vol 2 Page No. 9	(r) Bidder has to provide UPS & Battery Health Reports in every month after completing proactive maintenance every month. Bidder will have to replace batteries at the end of 2nd and 4th year of the contract period during 9th and 17th quarter.	No information available on when last time batteries repalced and current battery health condition, only Warranty /AMC expiry available, which is not sufficient judge on the batteries condition. Suggest to provide more detail on when Batteries replaced, health condition etc	As per RFP, Bidder will have to replace batteries at the start of 1st and 4th year of the contract period during 1st and 13th quarter

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29	26	2.2. Network operations, Services and maintenance, Vol 2 Page No. 9	TENDERER may direct bidder to provide the CAMC of any existing or new devices including all components, accessories etc. (not covered in this RFP) at rate of 7% per year of the device purchased cost (Without Tax).	As per the RFP CAMC is required for the devcies/equipments, hence as per this clause fixed price for CAMC is might not be accurate when bidder wants to get the CAMC condidering it is requested to allow bidder get the payment at the actuals.	As per RFP
30	27	2.2. Network operations, Services and maintenance, Vol 2	In case TENDERER decides to migrate the network to IPv6, the successful bidder shall prepare the migration plan and execute the same within 6 months. Failing to the same will attract the penalty of Rs. 1000 per week.	This needs mutual discussion between bidder and purchaser, as bidder needs to anylise whether existing devices, equipments are compatible for IPV6 upgrade	As per RFP
31	28	2.1. Key actions points for GSDC O & M, Vol 2 Page No. 8	Bidder may change/replace partial (component)/ whole Biometric Access Control system with equivalent/better specification with the prior approval of DST/GIL , in case of Bidder face any compatibility issue or EoS/EoL issue during the contract period without any extra cost to GoG."	Require EoS/EoL device details	CAMC support date for Biometric Access Control System installed at SDC and DC locations is 30-Nov-2022.
32	29	Section II: Scope of Work, Vol 2 Page No. 5	GSDC also provides the Cloud Infrastructure as a Service (IaaS), Platform as a Service (PaaS) and Software as a Service (SaaS)	Request to provide more detail on Number of applications hosted using IaaS, PaaS and SaaS , technology used provide these servcies etc, this is required for SI/Bidder to understand and provide resources for the best delivery of services	Details will be shared with successful bidder
33	30	2.4 EMS/NMS for SLA and Performance Reporting, Vol 2 Page No. 9	During the contract period, bidder has to provide additional licenses & required hardware and software without any cost at time of addition of new node if required.	Request to remove this sentence from the clause, as Bidder is not aware of the future SDC requirement. OR this should be on case to case basis on actuals with mutual understanding with separate commercials	As per RFP
34	31	2.4 EMS/NMS for SLA and Performance Reporting, Vol 2 Page No. 9	2.4.2 The functional requirements of the EMS/NMS system are as follows:	Our understanding is all the EMS/NMS functional requirement only applies or provided for the bidders who wants to propose NEW EMS/NMS solution and hope all these functinal requirements are avaiable in the existig EMS/NMS tool, Suggest/Request TENDERER to mention "2.4.2 The functional requirements of the EMS/NMS system" is applicabel for new EMS/NMS solution	Bidder has to provide new EMS/NMS solution as per functional requirement mentioned in the RFP
35	32	2.6 Helpdesk / Contact Centre Vol2 Page No. 26	(Contact centre solution: Cisco BE7H-M4-K9 with all required Hardware, Software, cables, tools, accessories etc. for contract centre solution)	Cisco BE7H-M4-K9 this appliance reached the End of Service Contract Renewal Date, i.e September 25, 2022, but this EoS information not available in this RFP, Suggest TENDERER to provide the action to be taken by the bidder in such cases.	Bidder to replace with equivalent device with same or higher specification.

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3	33		General	Request to provide BOQ of All Softwares,Tools, Operating System, Database, Middle Ware, BI Tools, Analytical Tools etc used in SDC with respective support warranty details	Details will be shared with succussful bidder
36	34		General, there are "If Any" and " But not Limited to" sentences are used in this RFP	It is observed that in the RFP there are multiple statements wherein “if any”, “not limited to” are mentioned, these are ambiguous statements and will not allow the bidder to accurately ascertain the requirements and the cost associate with such activities/services. To ensure that all the bidders are ascertaining the requirements correctly it is requested to provide accurate details of the requirements/services to help bidders to put together a comprehensive response and derive the cost components	As per RFP
37	35	2.10 Operations & Maintenance of GoG on premise Private Cloud Enabled IT Infrastructure, Vol 2 Page No. 31	2.10.22 The details of cloud infrastructure, tools and licenses installed are listed in relevant annexures.	Details are missing, request to provide	Details are already provided.
38	36	RFP Vol 2	Annexures – I to VIII	Annexures are missing, request to provide annexures with all details as described in RFP	Annexures are already provided.
39	37	2.4.3 (Succesful bidder shall provide the following) 2.4.3 m RFP page 24	VC & other Web Event completion report –Monthly	Proposed MF service management solution allows logging of tickets for various categories which can also be reported. Tickets related to Video conferencing or any other area can also be logged similarly. Kindly clarify if our understanding is correct or please elaborate the contenet of expected report.	As per RFP
40	38	2.4.3 (Succesful bidder shall provide the following) 2.4.3 n RFP page 24	Preventive Maintenance Report - Quarterly	Proposed MF service management solution allows logging of tickets (Change/service request) for various categories which can also be reported. Maintenance activities can be tracked in this way. Kindly clarify if our understanding is correct or Please elaborate the expectation	Yes. Understanding is correct.
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42	39	2.4 EMS/NMS for SLA and Performance Reporting 2.4.1 RFP Page 10	Currently, GSWAN is monitored through CA-NMS tool and GSDC is monitored through CA-NMS. The device count for GSWAN is 22000 & for GSDC device count is 5000. The successful bidder is required to maintain & manage the existing tools and to provide comprehensive support till the migration & Go-Live of on new solution.	It is extremely important that RFP specification for EMS should ask for similar capability inline with existing set up and future growth so that new EMS software which is going to replace the existing CA software must have capability of managing minimum 25000 devices with predictable growth for the benefit of successful Operation and Maintenance. It is recommended to mention additional point in Clause 2.4.1 "Proposed EMS solution must be able to scale to monitor, manage and report minimum 30,000 nodes from a single instance."	As per RFP
43	40	2.4 EMS/NMS for SLA and Performance Reporting 2.4.1 RFP Page 11	... Successful bidder shall deploy adequate access policy and security policy on the systems in consultation with TENDERER for ensuring authenticity and integrity of the reports....	EMS being an application communicating with every infrastructure and applications in the DC, it is critical to have EMS software is certified for adequate Cyber security standard otherwise it would make entire DC vulnerable to cyber attack even if there are other devices and software protecting core infra and applications. Its is strongly recommended the new EMS software should be certified for adequate encryption for data communication. Clause 2.4.1 shall be amended with as following " Successful bidder shall deploy adequate access policy and security policy on the systems in consultation with TENDERER for ensuring authenticity and integrity of the reports. Proposed EMS/NMS solution should be FIPS 140-2 certified to ensure data is encrypted during communication..."	As per RFP
44	41	2.4 EMS/NMS for SLA and Performance Reporting 2.4.1 RFP Page 11	All network components shall be configured to alert the centralized EMS/NMS server in case of any events, so as to reflect real status of all network components and links across GSWAN and GSDC.	New EMS software should have be cloud ready considering the SDC will be adopting containerisation to be cloud ready and adopting the demand of end customers. So, it is important to amend the EMS specification as below. " All network components shall be configured to alert the centralized EMS/NMS server in case of any events, so as to reflect real status of all network components and links across GSWAN and GSDC. The proposed EMS solution should adhere to Microservices and thus be built on modern container technologies, and have an options to deploy on classic mode (non containerised) as well as containerized (like Docker, Kubernetes) mode. The solution should either support built-in Kubernetes technology or Bring Your Own Kubernetes (BYOK) platform provided by the bidder."	As per RFP

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45	42	2.17 Backup and Restore Services 2.17.1 (b) RFP Page 35	(b) The backup of necessary data/information will be carried out by the O&M agency in consultation with TENDERER. The backup schedule like daily, weekly, monthly should be designed and implemented by the Bidder. Bidder will have to submit these backup reports periodically to the TENDERER.	Pls suggest what is the size of the total data to be backed up? Also how many locations require the data protection?	As per RFP
46	43	Vol. I - Section II - Eligibility Criteria - Point no. 4 in page no. 6	Eligibility Criteria - Point no. 4 - The bidder must have <u>positive net worth or should be Profit making</u> in each of the last three financial years as on 31st March, 2021 - Attachments - Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed. CA certificate mentioning <u>net profit</u> of the bidder should be enclosed.	Eligibility Criteria - Point no. 4 - The bidder must have positive net worth or should be Profit making in each of the last three financial years as on 31st March, 2021 - Attachments - Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed. CA certificate mentioning <u>Positive Network</u> /net profit of the bidder should be enclosed.	Please check Corrigendum.
47	44	Vol. I -GCC-4.3 Patent Rights - page 16	The O&M agency shall indemnify TENDERER against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of the equipments and services or any part thereof.	The O&M agency shall indemnify TENDERER against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of the equipments and services or any part thereof on <u>bidder branded products/services</u>	As per RFP
48	45	Vol. I -GCC-4.9 Take Over - Page 17	TENDERER or any agency authorized by TENDERER has the right to take over the operations and management even before the expiry of 5 years in case the successful bidder fails to perform any obligations under the contract	TENDERER or any agency authorized by TENDERER has the right to take over the operations and management even before the expiry of 5 years in case the successful bidder fails to perform any <u>material</u> obligations under the contract	As per RFP

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49	46	Vol. I - GCC-4.11 - Termination for Default page 17	DST/ GoG may, without prejudice to any other remedy for breach of contract can terminate the contract, in whole or in part after giving 30 days prior written notice of default sent to the O&M agency: 4.11.1 If the O&M agency fails to deliver any or all of the equipments and services within the time periods specified in the contract, or any extension thereof granted by DST/ GIL OR 4.11.2 If the O&M agency fails to perform any obligations under the contract	DST/ GoG may, without prejudice to any other remedy for breach of contract can terminate the contract, in whole or in part after giving 30 days prior written notice of default sent to the O&M agency: 4.11.1 If the O&M agency fails to deliver any or all of the equipments and services within the time periods specified in the contract, or any extension thereof granted by DST/ GIL <u>post exercising of Risk Purchase clause as mentioned in clause no. 4.45 (page 35)OR</u> 4.11.2 If the O&M agency fails to perform any <u>material</u> obligations under the contract <u>4.11.3.Tenderer shall pay O&M agency for all the delivered goods and services till last day of termination post deduction of any LD/Penalty</u>	As per RFP
50	47	Termination for default - (iv)- Additional Clause	New Clause	if the Purchaser fails to make the payment to the Supplier in a manner stipulated in clause no. 4.19 Statutory Deductions & Payment (Page no. 20) beyond 120 days from the due date of the Invoice, the Bidder can terminate the Agreement. However Bidder may opt for suspending the project after 90 days from the Due date of the Invoice till the time payment is released.	No change , as per RFP
51	48	Vol. I -GCC-- 4.13.7 - Force Majeure - Procedure for Calling Force Majeure - Page 19	Procedure for Calling Force Majeure: The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within <u>five days</u> after the affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the contract.	Procedure for Calling Force Majeure: The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within <u>Fifteen days</u> after the affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the contract.	As per RFP
52	49	Vol. I -GCC-- 4.18- Back up Support Page 20	4.18 Back up support O&M agency shall furnish details of the back-up engineering and network support that will be available to TENDERER. If the maintenance of the equipment, after expiry of the contract period, is taken over either by TENDERER or any other person/ agency to be nominated by TENDERER, the O&M agency shall be responsible for provisioning of spare parts and back-up <u>maintenance support required by TENDERER or that agency, and shall continue to make available the spare parts.</u>	4.18 Back up support O&M agency shall furnish details of the back-up engineering and network support that will be available to TENDERER. If the maintenance of the equipment, after expiry of the contract period, is taken over either by TENDERER or any other person/ agency to be nominated by TENDERER, <u>the O&M agency shall be responsible for Bidder will hand over the existing spares to the TENDERER or the New Agency</u>	As per RFP

	A	B	C	D	E
	S. No.	Bidding Document Reference (Clause /page)	Content of RFP requiring clarification	Points of Clarification required	Tenderer (DST/GSDC/GIL) Submission
3	50	Vol. I - GCC -4.21 - Insurance Page no. 21	<p>The equipments covered under this contract (as per Annexures enclosed with this RFP) shall be fully insured by the O&M agency against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation, man made fault,accidental,theft <u>etc.</u></p> <p>In case of any theft / burnt / damage etc. cases , bidder has to replace the equipment in working conditions without any extra cost to Tenderer. If any damages are beyond repairable / burnt case, the bidder shall replace the item with the same or higher capacity at no extra cost to the Tenderer. The specifications, make and model of the equipment's shall be submitted to DST/GIL/GSDC for approval, before deploying the same. The O&M agency will have to procure insurance for all the assets under GSWAN and GSDC (GSWAN Assets placed at GSDC) on behalf of TENDERER within six months form the date of kick-off meeting. TENDERER shall provide authorization to the O&M agency to procure insurance.</p>	<p>The equipments covered under this contract (as per Annexures enclosed with this RFP) shall be fully insured by the O&M agency against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation, man made fault,accidental <u>and theft.</u></p> <p>In case of any theft / burnt / damage etc. cases , bidder has to replace the equipment in working conditions without any extra cost to Tenderer. If any damages are beyond repairable / burnt case, the bidder shall replace the item with the same or higher capacity at no extra cost to the Tenderer. The specifications, make and model of the equipment's shall be submitted to DST/GIL/GSDC for approval, before deploying the same. <u>However such repair/replacement liabilities of the O&M Agency will be limited to the receipt of of the proceeds from the insurance claims as per the IRDA regulations and the Customer will release a change order for the difference in cost as per clause no. 4.6 change orders based on the proposal from O&M Agency.</u> The O&M agency will have to procure insurance for all the assets under GSWAN and GSDC (GSWAN Assets placed at GSDC) on behalf of TENDERER <u>within six months form the date of kick-off meeting subject to availability of the purchase price of the materials that needs to be covered in insurance from the Tenderer side.</u> TENDERER shall provide authorization to the O&M agency to procure insurance.</p>	As per RFP
53	51	Vol. I - GCC- 4.24 - Limitation of Liability - Page 22	O&M agency's cumulative liability for its obligations under the contract shall not exceed the contract value and the O&M agency shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.	<p>(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser.</p> <p>b) Bidder's cumulative liability for direct damages under or in connection with this agreement for all claims, whether in contract, indemnity, tort or otherwise, shall not exceed the charges payable in 12 months immediately preceding the cause of action (i.e., the Annual Contract Value); and the bidder shall not be liable for incidental, consequential, or indirect damages or any economic losses including loss of profit or saving.</p>	As per RFP
54	52	Vol. I GCC - 4.28 - Contract Period - Page No. 24	The O&M contract shall remain valid for a period of five years from the date of taking over of O&M operations (within 60 days of kick-off meeting) and end with the date of completion of five years of service. However, TENDERER reserves a right to terminate the contract by sending a notice to the bidder in the events of non-performance, security violations and non-compliance.	The O&M contract shall remain valid for a period of five years from the date of taking over of O&M operations (within 60 days of kick-off meeting) and end with the date of completion of five years of service. However, TENDERER reserves a right to terminate the contract by sending a notice to the bidder in the events of non-performance, security violations and non-compliance <u>as per the clauses of 4.11 - Termination for Default & clause no. 4.12 - Termination for Insolvency</u>	As per RFP
55					

	A	B	C	D	E
	S. No.	Bidding Document Reference (Clause /page)	Content of RFP requiring clarification	Points of Clarification required	Tenderer (DST/GSDC/GIL) Submission
3	53	Vol. I - GCC- 4.39 - Delay in Taking over - Page 30	4.39.1 The time for takeover of entire O&M Operations shall be 60 working days from the date of Kick-off Meeting.	4.39.1 The time for takeover of entire O&M Operations shall be <u>90</u> working days from the date of Kick-off Meeting. As per clause no. 4.1.2 Penalties for delay in takeover (Vol. II Scope of Work & SLAs Page no. 54)	Please check Corrigendum.
56	54	Vol. I - GCC- 4.19 Statutory Deductions and Payment- Page 21	4.19.1 Payments shall be subject to any deductions (such as TDS, penalty as per SLAs, etc.) of any amount & addition of incentives (if any), for which the O&M agency is liable under the agreement against this RFP. 4.19.2 The payments to the O&M agency will be made monthly at the end of each month on Acceptance of the invoice by the TENDERER or its designated agency. The invoice would be processed for release of payment within 15 days after due verification of the invoice and other supporting documents by TENDERER or its designated agency. However, in case the processing of the invoice gets delayed beyond 15 days from the date of acceptance of invoice, the O&M agency would be paid an ad-hoc amount of 50% of invoice value and the remaining amount would be released after getting clarifications, due verification and imposition of penalty, if any.	4.19.1 Payments shall be subject to any deductions (such as TDS, penalty as per SLAs, etc.) of any amount & addition of incentives (if any), for which the O&M agency is liable under the agreement against this RFP. 4.19.2 The payments to the O&M agency will be made monthly at the end of each month on Acceptance of the invoice by the TENDERER or its designated agency. The invoice would be processed for release of payment within 15 days after due verification of the invoice and other supporting documents by TENDERER or its designated agency. However, in case the processing of the invoice gets delayed beyond 15 days from the date of acceptance of invoice, the O&M agency would be paid an ad-hoc amount of 50% of invoice value and the remaining amount would be released <u>immediately</u> after getting clarifications, due verification and imposition of penalty, <u>if any. Any delay from the Tenderer in releasing the payment more than 30 days after the due date of the Invoice will attract a late payment charges @ 15% p.a till the actual receipt of the amount.</u>	No change, As per RFP
57	55	Volume II - Scope of Work -2.9 Operations & Maintenance of Gujarat State Data Centre (GSDC) - Page 28	2.9.3 Agency will be responsible for O&M for any additional equipment/devices/hardware/ software procured by DST, 1% of the cost exclusive of applicable taxes for each additional equipment/devices/hardware/ software component, per annum would be applicable for additional payment as part of O&M and SLA of 99.741% uptime and other applicable SLAs if any as defined by TENDERER will be enforced on additional equipment /devices /hardware /software.	2.9.3 Agency will be responsible for O&M for any additional equipment/devices/hardware/ software procured by DST, 6% of the cost exclusive of applicable taxes for each additional equipment/devices/hardware/ software component, per annum (0.5% per month) would be applicable for additional payment as part of O&M and SLA of 99.741% uptime and other applicable SLAs if any as defined by TENDERER will be enforced on additional equipment /devices /hardware /software. This will also help to maintain 70%-30% Capex Opex Ratio in the bid.	As per RFP
58					

	A	B	C	D	E
	S. No.	Bidding Document Reference (Clause /page)	Content of RFP requiring clarification	Points of Clarification required	Tenderer (DST/GSDC/GIL) Submission
3	56	Volume II - Scope of Work - Section IV: Penalties - 4.1. GSDC Page 54	4.1. GSDC - Successful Bidder shall be paid Monthly Payment (MP) as per the services provided to TENDERER. The overall penalty would be calculated cumulatively & it will be generally capped at 10% of MP amount. If the cap of overall penalty is reached in two consecutive Months, the penalty cap for the third month onwards, for each Month will increase by 5% over the penalty cap for the preceding month till it reaches 25% of the MP. In addition to the applicable penalty and the provisions pertaining to closure/termination of contract, the TENDERER shall be within its rights to undertake termination of contract if or anytime the penalty increases by 15% of the MP. Once the penalty cap has increased beyond 10%, if the bidder through better performance delivery for any month, brings the leviable penalty below 10% then the computation of the 1st of the 2 consecutive Months as referred above will reset and will begin afresh. Availability will be calculated on a monthly basis.	Kindly clarify if our assumption w.r.t. this clause given below is correct. The Penalty Section mentions about increase in penalty cap by 5% if maximum cap is breached for 2 consecutive quarters. Then tenderer has right to terminate if maximum penalty increases by 15% of the MP, we assume by this statement that tenderer has right to terminate if penalty cap reaches from 10% to 25% in 5 consecutive quarters (10% in first 2 months and 15% in 3rd month and 20% in 4th month and 25% in 5th consecutive month). IS our assumption correct?	As per RFP
59	57	Volume II - Scope of Work - Section IV: Penalties - 4.1. GSDC - page 54	4.1.2 Penalty for Delay in implementation of EMS/NMS and refresh/upgrade/replacement of devices/solutions - Delay in SITC & FAT of supplied Hardware/software T+ 90days 0.5% of Contract value per week or part thereof <u>for delay</u> (Delay beyond T+90days DST/GIL may terminate the contract and/or Forfeit the PBG).	4.1.2 Penalty for Delay in implementation of EMS/NMS and refresh/upgrade/replacement of devices/solutions - Delay in SITC & FAT of supplied Hardware/software T+ 90days 0.5% of Contract value per week or part thereof <u>for delay for the undelivered portion</u> . (Delay beyond T+90days DST/GIL may terminate the contract and/or Forfeit the PBG).	As per RFP
60	58		New Query/Clarification	<p>We suggest reverse auction should not be the preferred option when there are good mount of services attached with product.</p> <p>1. During bidding there will always be very serious bidders, who would quote best possible rates without deteriorating service levels and these bidders will always put best foot forward in a bid. Then there are bidders, for whom it is like any other bid for them, these bidders would not have done amount of home work required as compared to very serious bidders. Reverse auction dilutes the gap between commercialization of efforts of very serious bidder from non-serious bidder. Price quoted by a very serious bidder is exposed every time to non-serious bidder; who even without putting in serious effort can just make it better on commercial. But when it will come to delivery of solution (as the project is service led), the non-serious bidder would find it difficult to execute in lesser funds and also wouldn't have the required depth to understand solution. TQ shortlists the bidders but threshold to pass is lower, keeps bidder with passing marks at same level as bidder with highest marks. So chances of very serious bidder and non-serious bidder qualifying for RA are higher in such scenario</p> <p>2. L1 criteria is the better way of evaluation as compared to reverse auction as both very serious and non-serious bidders will be quoting on their own without being tempted by other's bid values. Both would price it as per their own judgement and effort, not on other's as in the case of reverse auction</p> <p>3. Reverse auction are good in product oriented deals wherein just discounting on product matters</p>	As per RFP
61					

	A	B	C	D	E
	S. No.	Bidding Document Reference (Clause /page)	Content of RFP requiring clarification	Points of Clarification required	Tenderer (DST/GSDC/GIL) Submission
3					
62	59	Annexures of RFP Document	Annexures A and B	Bidder requests GIL to share the specification sheet of the IT inventory at the Gujarat State Data Center.	Make & Model with serial numbers have been shared.
63	60	RFP Volume II, Section II: Scope of Work, Clause 2.1.f.3	The bidder, at his discretion, may upgrade/replace /refresh IT components (Annexure A & B) with equal or higher capabilities. Bidder should take prior approval of the GSDC before the replacement. In such cases successful bidder has to perform end to end migration , implementation activity within downtime given by Tenderer. Delay in such implementation , migration will attract the penalty.	Bidder requests GIL to clarify if during migration, the bidder's scope will be limited to hardware installation and related support. Also in case of server and DB migration, Bidder requests GIL to provide the DB version and app information required to calculate migration effort.	End-to-End migration will be scope of bidder.
64	61	RFP Volume II, Section II: Scope of Work, Clause 2.1	The Successful bidder shall be responsible for the overall management of the IT and Non-IT Infrastructure and enabling infrastructure maintenance services / facility management services at GSDC for ensuring adherence of SLAs. Bidder shall implement new NMS/EMS tool at the State Data Centre that monitors / manages the entire enterprise wide application, infrastructure and network related components. Bidder shall provide the Operations and Maintenance Services for a period of 5 years following the award of the contract/as per terms & condition defined in this RFP	The bidder request that the scope should be limited to single year refresh as due to the current market situation, in terms of US Dollar fluctuations and delivery timelines, it is difficult to get a price confirmation beyond 12 months. Also, if the price is quoted with inflation and USD fluctuation, it will be unviable for both – 1. Bidder successfully submitting an commercially optimised bid and, 2. GIL able to get the right pricing for any products	As per RFP, Bidder may replace mentioned components at his own discretion.
65	62			Penalty on non-removal of EOSL components: The RFP mentions that GIL can ask for a replacement of any EOSL component. Also, if the vendor can get extended support from the OEM, will this be acceptable to Gil considering the future 5 year requirements and app and SW versions being installed on the HW.	Bidder is free to take CAMC or may replace as per RFP.
66	63	General	Annexures A and B	Bidder requests GIL to call out the critical components to be replaced and its dependencies on applications and departments for effort optimisation.	Bidder may replace any components at his own discretion.
67	64	RFP Volume II, Section II: Scope of Work, Clause 2.1	The Successful bidder shall be responsible for the overall management of the IT and Non-IT Infrastructure and enabling infrastructure maintenance services / facility management services at GSDC for ensuring adherence of SLAs. Bidder shall implement new NMS/EMS tool at the State Data Centre that monitors / manages the entire enterprise wide application, infrastructure and network related components. Bidder shall provide the Operations and Maintenance Services for a period of 5 years following the award of the contract/as per terms & condition defined in this RFP.	The bidder would suggest that GIL can procure the products during the 2nd-5th year term separately and the successful bidder will provide the necessary FMS for the same with a support arrangement with the selected OEM.	As per RFP, Bidder may replace mentioned components at his own discretion.
68	65	RFP Volume I, Clause 5.1	Note: Bidder has to provide 5 Years AMC/warranty and Back-to-Back OEM support for refresh of Devices.During Contract period, Tenderer may ask to successful bidder for refresh of any components.	The RFP is specifically asking for OEM back to back support which undermines the SI capability and puts the onus and dependencies on the OEM while the SLA and Penalties are being accepted by the SI. The bidder requests that the OEM arrangements and support levels for the OEM products should be left to the purview of the successful bidder.	As per RFP.

	A	B	C	D	E
	S. No.	Bidding Document Reference (Clause /page)	Content of RFP requiring clarification	Points of Clarification required	Tenderer (DST/GSDC/GIL) Submission
3					
69	66	RFP Volume I, Clause 5.1	Payment terms	The RFP provides freedom to the bidder to continue with existing versions or migrate to newer versions of the product, the migration timelines for FMS takeover will differ with every SI. The bidder requests that GIL provide a standard FAT template with critical component migration as a takeover/migration template of the GSDC.	For each components , FAT template will be different. Hence, there is no standard FAT template.
70	67	General		The bidder would request VPN access would be provided for remote SME support to sort critical or severe downtimes.	Not accepted.
71	68	Section II – Eligibility Criteria Page No. 5 Clause No. 2	Bidder should be an established IT System Integratorand should have been engaged in Operations &Maintenance Services of at least 30 Rack size DataCentres during last 8 years from bid submission date	Request you to change to 20 Racks to make us eligible to participate for this Bid	Please check corrigendum.

Request for Proposal (RFP) for Selection of Agency for Operation & Maintenance (O&M) of GSDC on behalf of Department of Science & Technology (DST), Government of Gujarat (GoG)
(Bid Number: GEM/2022/B/2664262 Dated: 22-10-2022)

Corrigendum

Sr. No.	Volume & Section	Bid Clause	Remarks / Modified Clause
Volume - I			
1	Vol. I - Section II - Eligibility Criteria - Point no. 2 in page no. 5	Bidder should be an established IT System Integrator and should have been engaged in Operations & Maintenance Services of <u>at least 30 Rack size Data Centres</u> during last 8 years from bid submission date	Bidder should be an established IT System Integrator and should have been engaged in Operations & Maintenance Services of <u>at least 20 Rack size Data Centres</u> during last 8 years from bid submission date
2	Vol. I - Section II - Technical Evaluation Criteria Point no. 2 in page no. 7	The bidder has commissioned and installed IT Infrastructure of Data Center project with minimum <u>30 Rack size during last eight years</u> Up to 3 Data centres = 2.5 Marks 4 Data centres = 5 Marks above 5 Data centres = 7.5 Marks Note- Tenderer may consider multiple projects if different DC-DRs are part of the single work order.	The bidder has commissioned and installed IT Infrastructure of Data Center project with minimum <u>20 Rack size during last eight years</u> Up to 3 Data centres = 2.5 Marks 4 Data centres = 5 Marks above 5 Data centres = 7.5 Marks Note- Tenderer may consider multiple projects if different DC-DRs are part of the single work order.
3	Vol. I - Section II - Eligibility Criteria - Point no. 4 in page no. 6	The bidder must have positive net worth or should be Profit making in each of the last three financial years as on 31st March, 2021. Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed. CA certificate mentioning net profit of the bidder should be enclosed.	The bidder must have positive net worth or should be Profit making in each of the last three financial years as on 31st March, 2021. Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed. CA certificate mentioning Positive Networth/net profit of the bidder should be enclosed.
4	Vol-1 , Section III - Instruction to Bidders ,3.10Contract Obligations , Page-11	3.10Contract Obligations If after the award of the contract the Bidder does not sign the contract or fails to furnish the Performance Bank Guarantee (PBG) within fifteen working days from the date of award and if the operations are not started within 60 working days after submission of Kickoff date, TENDERER reserves the right to cancel the contract and apply all remedies available under the terms and conditions of this contract.	3.10Contract Obligations If after the award of the contract the Bidder does not sign the contract or fails to furnish the Performance Bank Guarantee (PBG) within fifteen working days from the date of award and if the operations are not started within 90 working days after submission of Kickoff date, TENDERER reserves the right to cancel the contract and apply all remedies available under the terms and conditions of this contract.

5	Vol. I - General Conditions of the Contract- 4.39 Delay in Taking over - Page 21	4.39.1The time for takeover of entire O&M Operations shall be 60 working days from the date of Kick-off Meeting.	4.39.1The time for takeover of entire O&M Operations shall be 90 working days from the date of Kick-off Meeting.
6	Vol. I - General Conditions of the Contract- 4.28Contract Period- Page 23	4.28 Contract Period The O&M contract shall remain valid for a period of five years from the date of taking over of O&M operations (within 60 days of kick-off meeting) and end with the date of completion of five years of service. However, TENDERER reserves a right to terminate the contract by sending a notice to the bidder in the events of non-performance, security violations and non-compliance.	4.28 Contract Period The O&M contract shall remain valid for a period of five years from the date of taking over of O&M operations (within 90 days of kick-off meeting) and end with the date of completion of five years of service. However, TENDERER reserves a right to terminate the contract by sending a notice to the bidder in the events of non-performance, security violations and non-compliance.
Volume - II			
1	Section II: Scope of Work 2.32 Hand-over/take-over existing Operations (Duration 2 Month)	2.32Hand-over/take-over existing Operations (Duration 2 Months) - If, other than the existing agency is awarded the work, the selected agency will be responsible to complete the transfer of Knowledge & Handing/Taking over activity from existing agency within two months of issuance of LOI/WO. - After successful completion of H/T over process, all supporting documents will be handed over to the Selected Agency. ☐ - During this period, only O&M charges will be paid to Selected Agency on pro-rata basis. SLA or Penalty clause will not be applicable during 2 months of Hand-over/Take-over process. Selected Agency will responsible to provide confirmation about successful Hand-over/Take over operations from existing agency at the end of 2 months period. The selected agency shall depute the required resources as per the requirements of tender document for carrying out the operations activity. - Successful agency is required to issue Completion certification for completion of this H/T over process. Existing Agency will provide necessary handholding and transition support to new agency.	2.32Hand-over/take-over existing Operations (<u>Duration 3 Months</u>) - If, other than the existing agency is awarded the work, the selected agency will be responsible to complete the transfer of Knowledge & Handing/Taking over activity from existing agency within <u>three months</u> of issuance of LOI/WO. - After successful completion of H/T over process, all supporting documents will be handed over to the Selected Agency. ☐ - During this period, only O&M charges will be paid to Selected Agency on pro-rata basis. SLA or Penalty clause will not be applicable during <u>3 months</u> of Hand-over/Take-over process. Selected Agency will responsible to provide confirmation about successful Hand-over/Take over operations from existing agency at the end of <u>3 months</u> period. The selected agency shall depute the required resources as per the requirements of tender document for carrying out the operations activity. - Successful agency is required to issue Completion certification for completion of this H/T over process. Existing Agency will provide necessary handholding and transition support to new agency.
Annexure			
1	Relavant Annexure	PAC-STULZ SEC 1052 A - 30 TR (Unit-02) Warranty/AMC expiry Date- 28/01/2022	PAC-STULZ SEC 1052 A - 30 TR (Unit-02) Warranty/AMC expiry Date- 02/11/2023

2	Relavant Annexure	Exchnage - Archive - veritas EV Support End date- 21/08/2022	Exchnage - Archive - veritas EV Support End date- 20/10/2023
3	Relavant Annexure	Exchnage - Archive - vertitas Discovery Support End date- 21/08/2022	Exchnage - Archive - veritas EV Support End date- 20/10/2023

**Request for Proposal
for
Selection of Agency for Operation & Maintenance of
Gujarat State Data Centre (GSDC) on behalf of
Department of Science & Technology, Govt. of Gujarat.**

**Volume-I
(Commercial Terms and Bid Process)**



Gujarat Informatics Ltd
Block No. 2, 2nd Floor,
C & D Wing, Karmayogi Bhavan
Sector - 10 A, Gandhinagar – 382010 Gujarat.
www.gil.gujarat.gov.in

Abbreviations

- **GoG:** Government of Gujarat
- **DST:** Department of Science & Technology
- **DIT:** Directorate of ICT & e-Governance
- **GIL:** Gujarat Informatics Limited
- **GSWAN:** Gujarat State Wide Area Network
- **GSDC:** Gujarat State Data Centre
- **GSCAN:** Gujarat Sachivalaya Campus Area Network
- **OEM:** Original Equipment Manufacturer
- **O&M:** Operations & Maintenance
- **EMS:** Enterprise Management Suite
- **NMS:** Network Monitoring System
- **EMD:** Earnest Money Deposit
- **PBG:** Performance Bank Guarantee
- **SLA:** Service Level Agreement
- **FAT:** Final Acceptance Test
- **TPA:** Third Party Agency
- **SoW:** Scope of Work
- **IPS:** Intrusion Prevention System
- **IMS:** Integrated Infrastructure Management System
- **CCTV:** Closed Circuit Tele Vision
- **MP:** Monthly Payment
- **TENDERER:** GIL/ DIT /Government of Gujarat

Section I – Invitation for Bids

The invitation to bid is for “Operation & Maintenance of Gujarat State Data Centre (GSDC) Infrastructure for the State of Gujarat for a period of five years”. The bidders are advised to study the bid document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. This section provides general information about the Issuer (i.e. Gujarat Informatics Limited), important dates and addresses and the overall eligibility criteria for the bidders.

1.1 Issuer

Gujarat Informatics Limited (herein after referred to as “GIL”) a company owned by Department of Science & Technology, Govt. of Gujarat (herein after referred to as “GIL”) invites proposals for “Operation & Maintenance of GSDC of Department of Science & Technology, Govt. of Gujarat for a period of five years. The scope of work and other requirement of this project are specified in this RFP document.

1.2 About The RFP Document

The Request for Proposal (RFP) document consists of two volumes viz.

1.2.1. RFP Volume I – Commercial Terms & Bid Process

- (a) Section I – Invitation for Bids
- (b) Section II – Eligibility Criteria
- (c) Section III – Instructions to Bidders
- (d) Section IV – Terms & Conditions of the Contract
- (e) Section V – Payment Terms
- (f) Section VI – Format for Response to Tender – Pre Qualification Bid
- (g) Section VII – Format for Response to Tender – Technical Bid
- (h) Section VIII - Format for Response to Tender – Financial Bid
- (i) Annexure 1 – RFP document acknowledgement form
- (j) Annexure 2- Instructions for furnishing Bank Guarantee
- (k) Annexure 3 – Performa of Bank Guarantee towards Performance Security

1.2.2. RFP Volume II – Scope of work and SLAs

- (l) Section I – Introduction
- (m) Section II – Scope of Work
- (n) Section III – Service Level Agreement (SLAs)
- (o) Section IV – Penalties
- (p) Annexures – A to H

1.3 Instruction to the bidders for online bid submission

- 1.4.1. Tender documents are available only in electronic format which Bidders can download free of cost from the website www.gil.gujarat.gov.in and <https://gem.gov.in/>.
- 1.4.2. The bids have been invited through e-tendering route i.e. the Pre-qualification, **technical and financial bids shall be submitted online on the website <https://gem.gov.in/>**.
- 1.4.3. Bidders who wish to participate in this bid will have to register on <https://gem.gov.in/>.

1.4 Amendment in RFP Document

At any time before the deadline for submission of bids, GIL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the

Request for Proposal**Department of Science & Technology**

RFP Document by amendment. All the amendments made in the document would be published in the website www.gil.gujarat.gov.in. All such amendments shall be binding to all the bidders. **The bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates.**

1.5 Address for submission of Bid Security and Correspondence

All queries and/or correspondence regarding clarification in the bid should be addressed to:

DGM (Tech.), Gujarat Informatics Limited, Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan,
Sector - 10 A, Gandhinagar 382010, Phone: (079)-23258161 Fax: (079) 23238925

E-mail: ddict-gil@gujarat.gov.in, prakashd@gujarat.gov.in, mgrhninfra1-gil@gujarat.gov.in

Section II – Eligibility Criteria

The bidder must possess the requisite experience, strength and capabilities in providing services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity and volume of the work involved, following criteria are prescribed as the eligibility criteria for the bidder interested in undertaking the project. The bidder must also possess technical know-how and financial wherewithal that would be required to successfully provide required services sought by the State for the entire period of the contract. The Bids must be complete in all respect and should cover entire scope of work as stipulated in the bid document. This invitation to bid is open to all bidders who qualify the eligibility criteria as given below:

Sr. No.	Eligibility Criteria	Attachments
1.	Bidder should be a company registered/Incorporated in India and should be in existence for at least five years as on bid submission date Note- For the purpose of bid evaluation, bidder's parent company/ group company credentials shall also be considered for both pre-qualification & technical evaluation purposes. The consolidated balance sheet of parent company to be submitted clearly indicating the list of group companies.	Certificate of Registration/Incorporation
2.	Bidder should be an established IT System Integrator and should have been engaged in Operations & Maintenance Services of at least 20 Rack size Data Centres during last 8 years from bid submission date	Work Orders / Client Certificates confirming year and area of activity should be enclosed. Note: <ul style="list-style-type: none"> Bidder may mask the order value and other confidential information and share the work order. Bidder may also submit letter of Company Secretary for the completed and Ongoing Projects.
3.	The Bidder must have average annual turnover of at least Rs.100 Crores in any three financial years out of last four Financial Year (any three financial year i.e. 2017-18, 2018-19, 2019-20 or 2018-19, 2019-20, 2020-21) as on 31st March, 2021.	Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed. CA certificate mentioning turnover generated from Networking (Setting up or O&M) and Datacenter (Setting up or O&M) of the bidder should be certified by CA. Note : 1. For FY 2020-21: In case of non-availability of audited annual accounts bidder may submit Provisional audited report with CA certificate.

Request for Proposal**Department of Science & Technology**

4.	The bidder must have positive net worth or should be Profit making in each of the last three financial years as on 31st March, 2021	Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed. CA certificate mentioning Positive Networth/ net profit of the bidder should be enclosed.
5.	<p>The bidder should have demonstrable expertise and experience in executing of Integration / Operation of Data Centre anytime during last eight years, having a minimum value of</p> <ul style="list-style-type: none"> - One DC/DR project of Rs. 75 crores or - Two DC/DR projects of Rs. 40 crores each or - Three DC/DR project of Rs. 25 crores each <p>Note:</p> <ul style="list-style-type: none"> i. In-house projects executed by the bidder shall not be considered for above purpose. Projects covering only AMC of equipment would not be considered ii. The work order/purchase order should be from the end-customer only. Sub-contracted works will not be considered as valid customer reference. 	<ul style="list-style-type: none"> • Details of such projects undertaken along with clients' on-going/ completion certification/ letter should be enclosed. • Undertaking from the Parent company to support its wholly owned subsidiary. <ul style="list-style-type: none"> • Bidder may mask the order value and other confidential information and share the work order. Bidder may also submit letter of Company Secretary / CA Certificate for the completed and Ongoing Projects. • Work Order + Work Completion Certificates from the client showing order value and cost OR • Copies of work order and the client certificates for satisfactory completion of project and showing
6	<p>Bidder should have any of the two certification from the list below. Certificate should be valid on the date of bid submission.</p> <ul style="list-style-type: none"> • ISO 27001:2013 • ISO 20000:2018 • ISO 9001 	Valid copy of certificate
7.	The bidder should be authorized by its OEM (or multiple OEMs) to quote in the bid. The bidder should have a back-to-back support agreement/ arrangement for services including supply of spare parts etc. with the Original Equipment Manufacturer (OEMs) of devices, which includes the post-sales support activities for the entire project period.	<p>The authorization certificate of OEM specific to this bid should be enclosed.</p> <p>The OEM undertaking letter should be enclosed</p>
8.	Bidder or OEM should not be blacklisted by any Ministry of Government of India or by Government of any other State in India or by Government of Gujarat or any of the Government PSUs at the time of bidding.	Certificate / affidavit mentioning that the Bidder is not blacklisted by any Ministry of Government of India or by Government of any State in India or by Government of Gujarat or any of the Government PSUs. Self-Declaration Form must be submitted

- 1) All details and the supportive documents for the above should be uploaded in the GeM bid.
- 2) Bidder's experience, bidder's turn over criteria, EMD and PBG will not be considered of GeM bid. However bidder must match eligibility criteria, experience, bidder's turn over criteria, EMD and PBG as mentioned above (in this document) and will be considered for evaluation.

All bidders who wish to participate in this bid must submit EMD as per bid requirement.

Technical Evaluation Criteria

Sr. No.	Criteria	Maximum Points
1	<p>Average annual turnover of Bidder for any of three financial years out of last four Financial Year (any three from 2017-18, 2018-19, 2019-20 & 2020-21) as on submission date.</p> <p>>100 to <=300 Crores = 2.5 Marks</p> <p>>301 and <=500 Crores = 5.0 Marks</p> <p>Above 501 Crores = 7.5 Marks</p> <p>Note- For the purpose of bid evaluation, bidder's parent company/ group company credentials shall also be considered for both pre-qualification & technical evaluation purposes. The consolidated balance sheet of parent company to be submitted clearly indicating the list of group companies.</p>	7.5
2	<p>The bidder has commissioned and installed IT Infrastructure of Data Center project with minimum 20 Rack size during last eight years</p> <p>Up to 3 Data centres = 2.5 Marks</p> <p>4 Data centres = 5 Marks</p> <p>above 5 Data centres = 7.5 Marks</p> <p>Note- Tenderer may consider multiple projects if different DC-DRs are part of the single work order.</p>	7.5
3	<p>The bidder must have technically qualified professionals on his pay-roll</p> <p>30 to 50 Professionals = 2.5 Marks</p> <p>51 to 100 Professionals = 5.0 Marks</p> <p>100 + Professionals = 7.5 Marks</p>	7.5
4	<p>The bidder Providing O&M/FMS Services for Data Center project during last 8 years need to meet both the following requirements:</p> <p>a. ISO 27001 certification for Data Center</p> <p>b. ISO 20000 certification for Data Center</p> <ul style="list-style-type: none"> 1 Projects = 2.5 Marks 2 Projects = 5.0 Marks More than 2 Projects = 7.5 Marks <p>Note- Tenderer may consider multiple projects if different DC-DRs are part of the single work order.</p>	7.5
5	<p>The bidder should have implemented/ managing on premise Cloud services in the DC in last 8 years</p> <p>One Project = 5</p> <p>Two Project = 7</p> <p>More than 2 Project = 10</p>	10
6	<p>Proposed Manpower</p> <p>Qualification & skillset</p> <p>Best resources: Maximum Marks & then relative markings</p>	20
7	Bidders presentation	40

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<ul style="list-style-type: none"> • Understanding of Scope, Approach and Methodology • Understanding role of O&M in complaint resolution • Handing over & taking over strategy • Scope related value addition over and above the requirement mentioned in this document 	
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Note: Only technically qualified bidders would be invited for bidders presentation, based on decision of the committee. Technical Evaluation as per above table would carry 100 Marks. Bidder would be declared Qualified / Disqualified based on marking given by Committee. Decision of the committee would be considered final. The bidder would be considered eligible for 70% Score.

Section III - Instruction to Bidders**3.1 Bidding Documents**

3.1.1 Bidder can download the bid document and further amendment if any freely available on <https://gil.gujarat.gov.in> and <https://gem.gov.in/> and upload their response/proposal on <https://gem.gov.in/> on or before due date of the tender.

3.1.2 Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents thoroughly. Failure to furnish all information required as per RFP or submission of a Bid not substantially responsive to the RFP in every respect may result in the rejection of the Bid.

3.1.3 Under no circumstances physical bid will be accepted

3.2 Clarification on Bidding Documents

3.2.1 A prospective Bidder requiring any clarification of the bidding documents may seek clarifications by submitting queries on email Id: ddict-gil@gujarat.gov.in, prakashd@gujarat.gov.in, mgrhninfra1-gil@gujarat.gov.in prior to the date of Pre Bid Meeting.

3.2.2 Tenderer will discuss the queries received from the interested bidders in the Pre Bid Meeting and respond the clarifications by uploading on the website <https://gil.gujarat.gov.in>.

3.2.3 No further or new clarification what so ever shall be entertained after the Pre Bid Meeting.

3.2.4 The interested bidder should send the queries as per the following format:

Bidder's Request For Clarification			
Name of Organization submitting request		Name & position of person submitting request:	Address of organization including phone, fax, email points of contact
S.No.	Bidding Document Reference (Clause /page)	Content of RFP requiring clarification	Points of Clarification required
1			
2			
3			
4			

3.3 Amendments to RFP

- 3.3.1 At any time prior to the deadline for submission of bids, TENDERER, for any reason, whether on its own initiative or in response to the clarifications requested by prospective bidders, may modify the bidding documents by amendment and publish corrigendum on the websites <https://gil.gujarat.gov.in> and <https://gem.gov.in/>.
- 3.3.2 All prospective bidders are requested to check above mentioned websites, any amendments/corrigendum/modification will be notified on these websites and such modification will be binding on them.
- 3.3.3 In order to allow prospective bidders a reasonable time to take the amendment into Account in preparing their bids, TENDERER, at its discretion, may extend the deadline for the submission of bids.

3.4 Language of Bid

- 3.4.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and TENDERER shall be in English.
- 3.4.2 In case, supporting documents and printed literature furnished by the bidder is in some other language, accurate translation of the relevant pages in English would be required. For the purpose of interpretation of the bid, the translation in English shall govern.

3.5 Documents Comprising the Bid

- 3.5.1 The Bid prepared by the Bidder shall comprise of the following documents:
- (a) **Bid Security/EMD and Bid Processing Fee:** The Bidder shall furnish, as part of the Bid, a Bid security for the amount of **Rs. 1,80,00,000/- EMD** in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for **9 months from the last date of bid submission**) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the **G.R. no. EMD/10/2021/7729/DMO dated 12.04.2021** issued by Finance Department or further instruction issued by Finance department time to time; in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar (as per prescribed format and must be submitted along with the covering letter.
 - (b) **Pre-qualification Bid:** In support of eligibility, a bidder must submit the following documents:
 - (i) Volume I, Section VI – Format 1: Pre-qualification Bid Letter.
 - (ii) Volume I, Section VI – Format 2: General information about the Bidder.
 - (iii) Detailed checklist for Eligibility dully filled in along with the supporting documents as defined in Volume I, Section VI – Format 3
 - (iv) Declaration that the bidder has not been blacklisted by any Ministry of Government of India or by Government of any State in India or by Government of Gujarat or any of the Government PSUs as per Volume I, Section VI – Format 4. – Declaration Regarding Blacklisting
 - (v) Undertaking by the bidder for acceptance to the Terms & Conditions mentioned in this RFP, Section VI- Format 5: Undertaking for Acceptance of Terms and Conditions in RFP.

- (vi) Annual turnover as per Eligibility criteria Sr. no. 3, Section VI –
Format 6: Annual Sales Turnover Statement
- (vii) Experience of projects of prescribed nature and size as per Eligibility Criteria Sr. no. 2, 5 - Format 7: Completion of Projects of Prescribed Nature and Size
- (c) **Technical Bid:** The Technical Bid besides the other requirements of the RFP, shall comprise:
 - (i) Volume I, Section VII– Format 1: Technical Bid Letter
 - (ii) Volume I, Section VII – Format 2: Relationship with OEM
 - (iii) Volume I, Section VII – Format 3: Proposed Technical Solution along with Project Management Plan
 - (iv) Volume I, Section VII – Format 4: Core Project Team
- (d) **Financial Bid:** The Financial Bid, besides the other requirements of the RFP, shall comprise of the following:
 - (i) Volume I, Section VIII –Format-1: Price Bid

3.5.2 The Pre-qualification Bid, Technical Bid and Financial Bid must be submitted online through the e-tendering website of <https://gem.gov.in/> online portal.

3.6 Bid Forms

- 3.6.1 Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. Failing to upload the information in the prescribed format, the bid is liable for rejection.
- 3.6.2 For all other cases, the Bidder shall design a form to hold the required information.
- 3.6.3 TENDERER shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms.

3.7 Fraudulent and Corrupt Practice

- 3.7.1 Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the TENDERER of the benefits of free and open competition.
- 3.7.2 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of Contract execution.
- 3.7.3 TENDERER will reject a proposal for award and may forfeit the EMD and/or Performance Bank Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

3.8 Local / Site Conditions

- 3.8.1 It will be incumbent upon each Bidder to fully acquaint itself with the local conditions and other relevant factors of GSDC which would have any effect on the performance of the contract and / or the cost. The Bidders are advised to visit the GSDC locations (at their own cost) and due-diligence should be conducted before the pre-bid meeting/ bid-submission.
- 3.8.2 The Bidder is expected to make a site visit to obtain for itself all information that may be necessary for preparing the bid and entering into contract.
- 3.8.3 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 RFP documents.
- 3.8.4 It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the RFP Documents. TENDERER shall not entertain any request for clarification from the Bidder regarding such conditions.
- 3.8.5 It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the RFP Documents will be entertained by TENDERER and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by TENDERER on account of failure of the Bidder to appraise themselves of local laws and site conditions.

3.9 Lack of Information to Bidder

The Bidder shall be deemed to have carefully examined all RFP documents to its entire satisfaction. Any lack of information shall not in any way relieve the Bidder of its responsibility to fulfil its obligation under the Contract.

3.10 Contract Obligations

If after the award of the contract the Bidder does not sign the contract or fails to furnish the Performance Bank Guarantee (PBG) within fifteen working days from the date of award and if the operations are not started within **90 working days** after submission of Kickoff date, TENDERER reserves the right to cancel the contract and apply all remedies available under the terms and conditions of this contract.

3.11 Bid Price

- 3.11.1 The Price/Financial bid should indicate the prices in the format/price schedule only.
- 3.11.2 Offered prices should be **inclusive** of GST inclusive of levies such as Excise, Insurance, FOR destination (anywhere in the Gujarat state).
- 3.11.3 Discount if offered, should not be mentioned separately. It should be included in offered price.
- 3.11.4 Prices shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding.

- 3.11.5 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected.
- 3.11.6 Any discrepancy relating to prices quoted in the offer across different sections of the bid, only prices given in the prescribed format given at Price Schedule of this RFP shall prevail.
- 3.11.7 The quoted prices shall be valid for 365 days from the date of opening of financial bid.
- 3.11.8 The Bidder has to submit detailed breakup of each financial price bid as per the attached Financial annexure for GSDC in separate sealed cover and should be submitted at the time of bid submission. As GEM is not allowing breakup of so many items, detailed breakup is to be submitted in physical sealed cover. Physical sealed cover would be opened in front of eligible participants at the time of financial bid opening. Rates submitted on GEM portal of all the aggregated cost under the head A & B of the price schedule will only be considered for L1 Evaluation. The physical price bid submitted to GIL for price breakup will be used during contract period for any addition / deletion of the item under the scope.

3.12 Bid Currency

Prices shall be quoted in Indian rupees only.

3.13 Period of Validity of Bids

- 3.13.1 Bids shall remain valid for 180 days from the date of Financial Bid opening. A Bid valid for a shorter period shall be rejected as non-responsive.
- 3.13.2 In exceptional circumstances, TENDERER may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder's request to modify the Bid will not be permitted.

3.14 Bid Due Date

- 3.14.1 Bid must be submitted on the e-tendering website <https://gem.gov.in/> not later than the date/time specified in the RFP.
- 3.14.2 The TENDERER may, at its discretion, extend the bid due date, in which case all rights and obligations of the TENDERER and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

3.15 Late Bid

Bidders would not be able to upload or submit the bid after the bid due date/time.

3.16 Modification and Withdrawal of Bid

- 3.16.1 The Bidder may modify or withdraw its Bid before the due date of bid submission on e-tendering website <https://gem.gov.in/>.
- 3.16.2 No Bid may be modified subsequent to the deadline for submission of bids.
- 3.16.3 No Bid may be withdrawn after due date for submission of bids. Withdrawal of a Bid

after Bid submission due date may result in the forfeiture of bidder's Bid security.

3.17 Opening of Bids by TENDERER

- 3.17.1 Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register evidencing their attendance.
- 3.17.2 The Bidder's names, Bid modifications or withdrawals, discounts and the presence or absence of relevant Bid security and such other details as the TENDERER at its discretion, may consider appropriate, will be announced at the opening.
- 3.17.3 Immediately after the closing time, the TENDERER shall open the Pre-qualification Bids and list them for further evaluation.

3.18 Contacting TENDERER

- 3.18.1 Bidder shall not approach TENDERER officers outside of office hours and/ or outside TENDERER office premises, from the time of the Bid opening to the time the Contract is awarded.
- 3.18.2 Any effort by a bidder to influence TENDERER officers in the decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the TENDERER, it should do so in writing.

3.19 Rejection Criteria

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

a) Pre-qualification Rejection Criteria

- (i) Bids submitted without or with improper Bid Security (EMD) and Bid Processing fee.
- (ii) Bids which do not conform to unconditional validity of the bid as prescribed in the bid.
- (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 without proper documents/evidences as asked for in the pre-qualification bid as mentioned in the RFP Document.

b) Technical Rejection Criteria

- (i) Technical Bid containing financial details.
- (ii) Revelation of Prices in any form or by any reason before opening the Financial Bid.
- (iii) Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Bid Document in every respect.

- (iv) Bidders not quoting for the complete scope of Work as indicated in the Bid documents, addendum (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 RFP Documents.
- (vi) Bidders not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this RFP.
- (vii) If the bid does not confirm to the timelines indicated in the RFP Document.

c) Financial Rejection Criteria

- (i) Incomplete Price Bid
- (ii) Price Bids that do not conform to the Bid's price bid format.

3.2 Rejection of Bids

TENDERER reserves the right to reject any Bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for such decision.

3.3 Evaluation Methodology

- 3.3.1 TENDERER will form a Committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, TENDERER, may, at its discretion, ask the bidders for clarification of their Proposals.
- 3.3.2 The Pre-qualification Bids will be evaluated first to ascertain the eligibility of the Bidders.
- 3.3.3 The technical bids of the bidders who comply with the eligibility criteria in the Pre-qualification Bids will be opened. The technical evaluation would be based on the technical presentation and proposal of Bidder meeting the Specifications mentioned in the RFP document and other compliance to the terms and conditions. In case of conditional bid or major deviations from the RFP requirements, TENDERER may seek the clarification in writing from the bidder, if required. If bidder fails to submit the required clarifications in due time, the technical evaluation will be done based on the information submitted in the technical bid.
- 3.3.4 The Financial Bids of Technically qualified bidders only would be opened and evaluated to determine the L1 bidder. **The Criteria for selection will be the lowest cost to the TENDERER i.e. Sum total of all the line items without taxes for the qualified bid.** TENDERER/GIL may negotiate the prices with L1 Bidder, under each item/head offered by Bidder.
- 3.3.5 Bidder is allowed to quote only one make & model for each line item. Further, bidders are not allowed to change the quoted make & model during the contract period

3.4 Award of Contract

- 3.4.1 Award Criteria: The Criteria for selection will be the lowest cost to TENDERER amongst the technically qualified bids.
- 3.4.2 TENDERER's right to vary requirements at time of award: TENDERER reserves the right at

the time of award to increase or decrease quantity for the requirements originally specified in the document without any change in Bid rate or other terms and conditions.

- 3.4.3 In case, if lowest bidder does not accept the award of contract or found to be involved in corrupt and/or fraudulent practices, the next lowest bidder will be awarded the contract, if he agrees to match the price quoted by L1/Lowest bidder.

3.5 Notification of Award and Signing of Contract

- 3.5.1 Prior to expiration of the period of Bid validity, TENDERER will notify the successful Bidders and issue Lol.
- 3.5.2 The successful bidder has to submit the Performance Bank Guarantee (PBG) within fifteen (15) working days of receipt of award. The PBG should be 10% of total contract value and valid up to 180 days beyond the expiry of the contract.

3.6 Contract Obligations and Amendment to Contract

- 3.6.1 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Bidder's bid and all previous correspondence.
- 3.6.2 Amendments to the Contract may be made by mutual agreement by both the Parties.
- 3.6.3 No variation in or modification in the terms of the contract shall be made except by written amendment signed by both the parties. All alterations and changes in the contract will take into account prevailing rules, regulations and laws applicable in the State of Gujarat.

3.7 Use of Contract Documents and Information

- 3.7.1 The bidder shall not without prior written consent from TENDERER disclose the Contract or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of GoG in connection therewith to any person other than the person employed by the Vendor in the performance of the Agreement. Disclosure to any such employee shall be made in confidence and shall extend only as far as may be necessary for such performance.
- 3.7.2 The bidder shall not without prior written consent of TENDERER make use of any document or information made available for the project except for purposes of performing the Contract.
- 3.7.3 All project related documents issued by TENDERER other than the Contract itself shall remain the property of TENDERER and Originals and all copies shall be returned to TENDERER on completion of the bidder's performance under the Contract, if so required by the TENDERER.

3.8 Confidentiality of the Document

- 3.8.1 This Bid Document as submitted by the bidder would be treated as confidential and TENDERER shall ensure that anything contained in this Bid Document shall not be disclosed in any manner, whatsoever to any party/unrelated person to the Bid process.

Section IV - General Conditions of the Contract

4.1 Application

These general conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of the TENDERER shall be final and binding on the O&M agency.

4.2 Standard

The O&M agency shall give the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The O&M agency shall always act in respect of any matter relating to this contract as faithful advisor to TENDERER. The O&M agency shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country as on the date of the requirements and design submissions. The equipments and services supplied under this contract shall conform to the standards mentioned in the requirement specifications.

4.3 Patent Rights

The O&M agency shall indemnify TENDERER against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of the equipments and services or any part thereof.

4.4 Incidental Services

The O&M agency may be required to provide any or all of the following services:

4.4.1 Furnish detailed manuals for each appropriate unit of the supplied equipment and services.

4.4.2 Perform or supervise or maintain and/ or repair the supplied equipment and services, for a period of time agreed by TENDERER and the O&M agency, provided this service shall not relieve the O&M agency of any warranty obligations under this contract.

4.5 Delivery and Documents

The O&M agency shall submit all the deliverables on due date as per the delivery schedule agreed between parties. No party shall, without the other party's prior written consent, disclose contract, drawings, specifications, plan or other documents to any person other than an entity employed by the affected party for the performance of the contract. In case of the termination of the contract, all the documents prepared by the O&M agency under this contract shall become the exclusive property of TENDERER. The O&M agency may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from TENDERER. TENDERER reserves right to grant or deny such permission. Delivery of the equipments and services and associated documents shall be made by the O&M agency in accordance with the terms specified by TENDERER in RFP.

4.6 Change Orders

4.6.1 TENDERER may at any time, by a written order given to the O&M agency make changes within the general scope of the contract in any one or more of the following:

- (a) Configuration or specifications of the equipment.

4.6.2 TENDERER may at any time, by a written order given to the O&M agency make changes within the general scope of the contract in any one or more of the following during the contract period:

- (a) The service to be provided by the O&M agency.
- (b) Change in bandwidth at GSDC

4.7 Assignment

The O&M agency shall not assign, in whole or in part, his obligations to perform under the contract, to any other party or persons, except with TENDERER's prior written consent. The permission, if any, of TENDERER has to be taken before award of the contract.

4.8 Sub Contract

The O&M agency would provide the services on its own and no back-to-back sub-contracting shall be allowed. However if sub-contracting for specialized work is required, the O&M agency will take prior permission from TENDERER.

4.9 Take Over

TENDERER or any agency authorized by TENDERER has the right to take over the operations and management even before the expiry of 5 years in case the successful bidder fails to perform any obligations under the contract.

4.10 Inappropriate use of Network

The O&M agency shall not use the network facilities/ equipment installed for any other purpose/ use than that of the functions assigned by the TENDERER.

4.11 Termination for Default

DST/ GoG may, without prejudice to any other remedy for breach of contract can terminate the contract, in whole or in part after giving 30 days prior written notice of default sent to the O&M agency:

4.11.1 If the O&M agency fails to deliver any or all of the equipments and services within the time periods specified in the contract, or any extension thereof granted by DST/ GIL OR

4.11.2 If the O&M agency fails to perform any obligations under the contract

4.12 Termination for Insolvency

4.12.1 TENDERER may at any time terminate the contract by giving 30 days prior written notice to the O&M agency, without compensation to the O&M agency, if the O&M agency 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 TENDERER.

4.12.2 In the event of termination as per clause above (4.11 & 4.12), TENDERER reserves the right to take suitable action against successful bidder against their default including revoking the PBG and risk purchase clause etc.

4.13 Force Majeure

- 4.13.1 The O&M agency shall not be liable for forfeiture of his performance security, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.
- 4.13.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the O&M agency and not involving the O&M agency and not involving the O&M agency's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of DST/ GoG either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 4.13.3 If a Force Majeure situation arises, the O&M agency shall promptly notify DST/ GoG in writing of such conditions and the cause thereof. Unless otherwise directed by DST/ GoG, the O&M agency shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 4.13.4 **Force Majeure Events:** The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the definition as stated above.
- 4.13.5 Without limitation to the generality of the foregoing, Force Majeure Event shall include following events and circumstances and their effects to the extent that they, or their effects, satisfy the above requirements:
- (a) **Natural events** ("Natural Events") to the extent they satisfy the foregoing requirements including:
 - (i) Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
 - (ii) Explosion or chemical contamination (other than resulting from an act of war);
 - (iii) Epidemic such as plague, covid-19 etc.;
 - (iv) Any event or circumstance of a nature analogous to any of the foregoing.
 - (b) **Political Events** which occur inside or Outside the State of Gujarat or involve directly the State Government and the Central Government ("Direct Political Event"), including:
 - (i) Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
 - (ii) Strikes, work to rules, go-slows which are either widespread, nation- wide, or state-wide or are of political nature;

- (iii) Any event or circumstance of a nature analogous to any of the foregoing

4.13.6 Force Majeure Exclusions

- (a) Force Majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of Force Majeure:
 - (i) Unavailability, late delivery
 - (ii) Delay in the performance of any contractor, sub-contractors or their agents;

4.13.7 Procedure for Calling Force Majeure: The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within five days after the affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the contract.

4.13.8 Payments in case of Force Majeure: During the period of their inability of services as a result of an event of Force Majeure, the O&M agency shall be entitled to continue to be paid under the terms of this contract, as well as to be reimbursed for costs additional costs reasonably and necessarily incurred by them during such period purposes for the purpose of the services and in reactivating the service after the end of such period.

4.14 Resolution of Disputes

4.14.1 If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract.

- (a) **Amicable Settlement:** Performance of the contract is governed by the terms the conditions of the contract, however at times dispute may arise about any interpretation of any term or condition of contract including the Schedule of Requirement, the clauses of payments etc. In such a situation disputes arising between parties are out of contract, either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then 'Arbitration' clause shall become applicable. Amicable settlement clause shall be only applicable in case of dispute is arising out of contract. The said clause shall not be applicable in the case of cyber-crimes and any other type of security breach carried out by either bidder organization itself or its employees.
- (b) **Arbitration:** In the case dispute arising between the parties in the contract, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to Arbitral Tribunal as prescribed by Ministry of Law, Government of India. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings.

- 4.14.2 Arbitration proceedings will be held in India at Gandhinagar and the language of the arbitration proceeding and that of all documents and communications between the parties shall be in English.
- 4.14.3 The decision of the majority of arbitrators shall be final and binding upon both the parties.
- 4.14.4 All arbitration awards shall be in writing and shall state the reasons for the award.
- 4.14.5 The expenses of the arbitration as determined by the arbitrators shall be shared equally between the two parties. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.
- 4.14.6 Arbitration clause shall be only applicable in case of dispute arising out of contract. The said clause shall not be applicable in the case of cyber-crimes and any other type of confidentiality/security breach carried out by either bidder organization itself or its employees.
- 4.14.7 Both the parties agree the jurisdiction of Adjudicating Authority, Gujarat state and Cyber Appellate Tribunal, New Delhi under Information Technology Act, 2000 (including any amendments therein) in case of any contraventions, security and confidentiality breaches.

4.15 Governing Language

The contract shall be written in English. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

4.16 Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The contracts shall be interpreted in accordance with the laws of the Union of India and that of the State of Gujarat.

4.17 Notices

Any notice by one party to the other pursuant to the contract shall be sent in writing by registered post only to the addresses as defined under this contract. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

4.18 Back up support

O&M agency shall furnish details of the back-up engineering and network support that will be available to TENDERER. If the maintenance of the equipment, after expiry of the contract period, is taken over either by TENDERER or any other person/ agency to be nominated by TENDERER, the O&M agency shall be responsible for provisioning of spare parts and back-up maintenance support required by TENDERER or that agency, and shall continue to make available the spare parts.

4.19 Statutory Deductions and Payment

- 4.19.1 Payments shall be subject to any deductions (such as TDS, penalty as per SLAs, etc.) of any amount & addition of incentives (if any), for which the O&M agency is liable under the agreement against this RFP.
- 4.19.2 The payments to the O&M agency will be made monthly at the end of each month on Acceptance of the invoice by the TENDERER or its designated agency. The invoice would be processed for release of payment within 15 days after due verification of the invoice

and other supporting documents by TENDERER or its designated agency. However, in case the processing of the invoice gets delayed beyond 15 days from the date of acceptance of invoice, the O&M agency would be paid an ad-hoc amount of 50% of invoice value and the remaining amount would be released after getting clarifications, due verification and imposition of penalty, if any.

4.20 Taxes and Duties

The O&M agency shall fully familiarize itself about the applicable Domestic taxes (such as GST, Income Tax, duties, fees, levies, etc.) on amount payable by TENDERER under the contract. The O&M agency shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law. The billing should be done in Gujarat only.

Any increase or decrease in the rates of the applicable taxes, duties or any new levy on account of changes in law shall be to the account of Tenderer.

4.21 Insurance

The equipments covered under this contract (as per Annexures enclosed with this RFP) shall be fully insured by the O&M agency against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation, man made fault,accidental,theft etc.

In case of any theft / burnt / damage etc. cases , bidder has to replace the equipment in working conditions without any extra cost to Tenderer. If any damages are beyond repairable / burnt case, the bidder shall replace the item with the same or higher capacity at no extra cost to the Tenderer. The specifications, make and model of the equipment's shall be submitted to DST/GIL/GSDC for approval, before deploying the same. The O&M agency will have to procure insurance for all the assets under GSWAN and GSDC (GSWAN Assets placed at GSDC) on behalf of TENDERER within six months form the date of kick-off meeting. TENDERER shall provide authorization to the O&M agency to procure insurance.

4.22 Manuals, Data and Information

Complete information relating to installation, maintenance, service, support, and troubleshooting of equipments and services should be supplied by the O&M agency.

4.23 Inspection and Testing (in case of replacement/new procurement, suggested by bidder as part of O&M solution)

4.23.1 The bidder will have to offer the inspection after delivering and installing the equipments at the GSDC/DR locations specified in the RFP.

4.23.2 Any deviation found in the specification of the delivered equipments after inspection from the tender specifications will lead to the cancellation of the order, forfeiture of PBG and prohibition in the participation in the future purchases of Government of Gujarat.

4.23.2 The TENDERER's right to inspect, test and, where necessary, reject the Goods after the Goods arrival at Customer Sites shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

- 4.23.3 DST/GIL may appoint Third Party Agency, who would monitor the project during implementation, commissioning and operation. The Third Party Agency will also conduct the Partial and Final Acceptance Test as per the technical requirement of the Agreement. Third Party Agency will verify the services provided by the Bidder under the Agreement. The successful bidder will co-operate with such Third Party Agency.
- 4.23.4 In case, if bidder wish to have support from any external agency, it's very necessary to inform GIL/GoG in written prior to allow them to work on GIL/GoG infrastructure. The information should contain all respective information about the company from whom support has been extended, the person/group of people and the segment in which services has been taken. On completion of the task, another report should be submitted mentioning action taken by this person/group of people from external agency, with duration. The bidder is sole responsible for the action taken by such agency on their behalf. No Data/Information should be sent out of the premise without obtaining prior written confirmation from the GIL/GoG.
- 4.23.5 DST/GIL has an online portal for its entire Helpdesk Management system (i.e. <https://gsdchelpdesk.gujarat.gov.in>) user complaints will be raised by the users on this portal only. Successful bidder will be provided with separate login of the portal wherein he has to do following activities:

4.24 Limitation of Liability

O&M agency's cumulative liability for its obligations under the contract shall not exceed the contract value and the O&M agency shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.

4.25 Confidentiality

- 4.25.1 O&M agency understands and agrees that all materials and information marked and identified by TENDERER as 'Confidential' are valuable assets of TENDERER and are to be considered TENDERER's proprietary information and property. O&M agency will treat all confidential materials and information provided by TENDERER with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. O&M agency will not use or disclose any materials or information provided by TENDERER without TENDERER's prior written approval.
- 4.25.2 O&M agency shall not be liable for disclosure or use of any materials or information provided by TENDERER or developed by O&M agency which is:
- (a) possessed by O&M agency prior to receipt from TENDERER, other than through prior disclosure by TENDERER, as documented by O&M agency's written records;
 - (b) published or available to the general public otherwise than through a breach of Confidentiality; or
 - (c) Obtained by O&M agency from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to TENDERER; or
 - (d) Developed independently by the O&M agency.
- 4.25.3 In the event that O&M agency is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, O&M agency shall promptly notify TENDERER and allow TENDERER a reasonable time to oppose

such process before making disclosure.

- 4.25.4 O&M agency understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause DST , GoG irreparable harm, may leave TENDERER with no adequate remedy at law and TENDERER is entitled to seek to injunctive relief.
- 4.25.5 TENDERER does not wish to receive the Confidential Information of O&M agency, and O&M agency agrees that it will first provide or disclose information which is not confidential. Only to the extent that TENDERER requests Confidential Information from O&M agency, then O&M agency will furnish or disclose Confidential Information.
- 4.25.6 Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party. The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this RFP. Confidential Information disclosed under this contract shall be subject to confidentiality obligations for a period of two years following the initial date of disclosure. Nothing contained in this contract shall limit the O&M agency from providing similar services to any third parties or reusing the skills, know-how, and experience gained by the employees in providing the services contemplated under this contract.

4.26 Use of Contract document and Information

- 4.26.1 The O&M agency shall not, without TENDERER's prior written consent, disclose the contract or any provision thereof, or any specification, design, drawing, pattern, sample or information furnished by or on behalf of TENDERER in connection therewith, to any person other than a person employed by the O&M agency in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 4.26.2 The O&M agency shall not without TENDERER's prior written consent, make use of any Document or information forming a part of this RFP except for purpose of performing the contract. Any document forming a part of this RFP, other than the contract itself, shall remain the property of TENDERER

4.27 Severability

If any term, clause or provision of the agreement shall be judged to be invalid for any reason whatsoever such invalidity shall not affect the validity or operation of any other term, clause or provision of the agreement and such invalid term clause or provision shall be deemed to have been deleted from the agreement and if the invalid portion is such that the remainder cannot be sustained without it, both parties shall enter into discussions to find a suitable replacement to the clause that shall be legally valid.

4.28 Contract Period

The O&M contract shall remain valid for a period of five years from the date of taking over of O&M operations (**within 90 days of kick-off meeting**) and end with the date of completion of five years of service. However, TENDERER reserves a right to terminate the contract by sending a notice to the bidder in the events of non-performance, security violations and non-compliance.

4.29 Performance Bank Guarantee of the Contract

- 4.29.1 The Performance Bank Guarantee (PBG) has to be submitted within fifteen (15) working days of receipt of award. The PBG should be 10% of total contract value and valid up to 180 days beyond the expiry of contract.
- 4.29.2 The PBG shall be denominated in Indian Rupees and shall be in the form of a Bank Guarantee Bond from of all Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad/ Gandhinagar) as per the [G.R. No. EMD/10/2021/7729/DMO dated 12.04.2021 issued by Finance Department](#) and further GR issued by FD time to time. (in the Performa given in this document)
- 4.29.3 The Performance Guarantee shall be discharged by GoG and returned to the Service Provider within 30 days from the date of expiry of the Performance Bank Guarantee.

4.30 Successful bidder (O&M agency's) Obligations

The O&M agency would be required to maintain and manage (including integration of new equipment/replaced equipment as a part of this bid) the GSDC facilities. It will be the O&M agency's responsibility to ensure compliance to the requirements of the GSDC and continued operations of the GSDC in accordance with and in strict adherence to the terms of the RFP and the Contract.

4.30.1 In addition to the aforementioned, the O&M agency shall:

- (a) Perform the Services specified by TENDERER and make available the necessary equipment / facilities / services as may be necessary and 'Scope of work' requirements as specified in the bid and changes thereof.
- (b) The O&M agency shall ensure that its team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The O&M agency shall ensure that the Services are performed in accordance with the terms hereof and to the satisfaction of TENDERER. Nothing in this Contract relieves the O&M agency from its liabilities or obligations under this Contract to provide the Services in accordance with TENDERER directions and requirements as stated in the Contract and the Bid to the extent accepted by TENDERER and the O&M agency 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.
- (c) The O&M agency's representatives shall have all the powers requisite for the performance of services under this contract. The O&M agency's representatives shall liaise with TENDERER's representatives for the proper coordination and timely completion of the works and on any other matters pertaining to the works. The O&M agency will extend full co-operation to TENDERER's representatives in the manner required by them for supervision / inspection / observation of the GSDC facilities, equipment / material, procedures, performance, reports and records pertaining to the works. O&M agency shall also have complete charge of the O&M

agency's personnel engaged in the performance of the works and to ensure internal discipline, compliance of rules, regulations and safety practices. O&M agency shall also co-ordinate and co-operate with the other Service Providers / Vendors of TENDERER working at the site/offsite for activities related to planning, execution of scope of work and providing services under this contract.

4.30.2 Reporting Progress:

- (a) The O&M agency shall monitor progress of all the activities specified in the contract and submit monthly progress report about various aspects of the work to TENDERER as per Scope of Work. TENDERER 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.
- (b) The GSDC facilities / services and / or Labour to be provided by the O&M agency 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 TENDERER in accordance with the Contract. The rate of progress of the work compliance to the requirements of the GSDC or their 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 operations of the GSDC, TENDERER shall so notify the O&M agency in writing.
- (c) The O&M agency shall reply to the written notice giving details of the measures they propose to take to expedite the progress so as to complete the works by the prescribed time. The O&M agency shall not be entitled to any additional payment for taking such steps. If at any time it should appear to TENDERER that the actual progress of work does not conform to the approved plan the O&M agency shall produce at the request of TENDERER a revised plan showing the modification to the approved plan necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance/improvement to the stipulated requirements.

4.30.3 Knowledge of Site Conditions:

- (a) The O&M agency's undertaking of this Contract shall be deemed to mean that the O&M agency possesses the knowledge of GSDC and O&M related requirements as stipulated in the RFP.
- (b) The O&M agency shall be deemed to have understood the requirements and have satisfied itself with the data contained in the RFP Document, the quantities and nature of the works and materials necessary for the completion of the works, etc. and in-general to have obtained itself all necessary information of all risks, contingencies and circumstances affecting its obligations and responsibilities therewith under the Contract and its ability to perform it.
- (c) O&M agency shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price for the works. The consideration provided in the

Contract for the O&M agency undertaking the works shall cover all the O&M 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 TENDERER may issue in accordance with the connection therewith and of any proper and reasonable measures which the O&M agency takes in the absence of specific instructions from TENDERER.

4.31 O&M agency's team

- 4.31.1 The O&M agency shall supply to TENDERER an organization chart showing the proposed organization / manpower not less than the proposal made in the proposed technical solution of the RFP, to be established by the O&M agency for execution of the work / facilities including the identities and Curriculum-Vitae of the key personnel to be deployed during Kick-off meeting. The O&M agency shall promptly inform TENDERER in writing of any revision or alteration in such organization chart.
- 4.31.2 The O&M agency 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.
- 4.31.3 The O&M agency shall provide and deploy manpower on the Site for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage / supervise the work in a proper and timely manner as per the RFP.
- 4.31.4 TENDERER may at any time object to and require the O&M agency to remove forthwith from the site an employee of the O&M agency or any persons deployed by O&M agency or its sub-contracted agency, if in the opinion of TENDERER, the person in question has misconducted himself or his deployment is otherwise considered undesirable by TENDERER, the O&M agency shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of TENDERER.
- 4.31.5 TENDERER may at any time request the O&M agency to remove from the work / Site the O&M agency's supervisor or any other authorized representative including any employee of the O&M agency or its sub-contracting agency or any person(s) deployed by O&M agency or its sub-contracting agency for professional incompetence or negligence or for being deployed for work for which he is not suited. The O&M agency shall consider the request and may accede to or disregard it. TENDERER having made a request as aforesaid in the case of any person which the O&M agency 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 O&M agency to remove that person from deployment on the work which the O&M agency 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 TENDERER.
- 4.31.6 TENDERER shall state to the O&M agency in writing its reasons for any request or requirement pursuant to this clause.
- 4.31.7 The O&M agency shall maintain backup personnel for each domain which should be

screened through DST / GIL and shall promptly provide replacement of every person removed pursuant to this section with an equally competent substitute from the pool of backup personnel. The resume should be screened in advance and same resources should be made available as replacement.

- 4.31.8 In case of change in its team composition owing to attrition the O&M agency 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.
- 4.31.9 The entire scope of the work depends on the technical skill and experience in management of the same level or kind of infrastructure.
- 4.31.10 It is mandatory for successful bidder to deploy qualified professional to install, commission and maintain the equipments, as defined under scope of work.
- 4.31.11 The successful bidder has to submit regular schedule of man power availability and get it approved by GIL/DST/GoG.
- 4.31.12 The successful bidder has to deploy necessary problem escalation process and system to take care users at priority.
- 4.31.13 The successful bidder is free to deploy or to develop applications to facilitate the operation. GIL/DST/GoG will welcome the deployment such application in respect to improve Quality of Services.
- 4.31.14 For extending better services to the government, the successful bidder will be allowed to deploy and use own tested and proven solution, with prior permission form the GIL/DST/GoG.
- 4.31.15 The successful bidder needs to manage and maintain various records related to the services extended to the Government.
- 4.31.16 The Government network is being operated and maintained by various agencies. In such circumstances the successful bidder may need to coordinate and approach various agencies, if required.
- 4.31.17 The successful bidder needs to maintain the required security of network, database, e-mails, Proxy but not limited to above, related to the government operations.
- 4.31.18 The successful bidder is responsible to maintain documentation on the progress of the work and will have to update the same on regular basis. Bidder will have to submit the progress reports regularly, as per the guideline issued by GIL /DST/ GoG.
- 4.31.19 The understanding of the comprehensive maintenance under warranty period is as follows.
- 4.31.20 In case of failure, the successful bidder needs to replace or repair the faulty part/component/device to restore the services at the earliest.
- 4.31.21 The cost of the repairing or replacement of faulty part/component/device has to be entirely born by the successful bidder.
- 4.31.22 All expenses related to part/component/device, including hiring of specialized technical expertise, in case required, has to be borne by the successful bidder as part of comprehensive maintenance.
- 4.31.23 The successful bidder also needs to make alternate arrangement in case of major failure happens in the network, due to which services may be affecting for longer period.
- 4.31.24 After repairing or replacement of the part/component/device, the successful bidder needs to put the same into operation.
- 4.31.25 The escalation of the rate during the rate contract is not permitted.
- 4.31.26 The O&M agency will be responsible to carry out on job training mentioned below, on quarterly basis and submit the content of training, attendance and output / result of the training.

- Technical skill development
- Soft skill development
- Quality & Safety training

4.32 Statutory Requirements

- 4.32.1 During the tenure of this Contract nothing shall be done by the O&M agency 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 TENDERER indemnified in this regard.
- 4.32.2 The O&M agency and their personnel/representative shall not alter / change / replace any hardware component proprietary to TENDERER and / or under warranty or AMC of third party without prior consent of TENDERER.
- 4.32.3 The O&M agency and their personnel/representative shall not without consent of TENDERER install any hardware or software not purchased / owned by TENDERER.

4.33 Contract Administration

- 4.33.1 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:
- (i) 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
 - (ii) Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
- 4.33.2 The O&M agency along with the members of sub-contracted agency / third party shall be bound by all undertakings and representations made by the authorized representative of the O&M agency and any covenants stipulated hereunder with respect to this Contract for and on their behalf.
- 4.33.3 For the purpose of execution or performance of the obligations under this Contract TENDERER's Representative would act as an interface with the nominated representative of the O&M agency. O&M agency shall comply with any instructions that are given by TENDERER's Representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the RFP.
- 4.33.4 A Committee comprising of representatives from TENDERER and the O&M agency shall meet on a mutually agreed time or monthly basis to discuss any issues / bottlenecks being encountered. The O&M agency shall draw the minutes of these meetings and circulate to TENDERER.

4.34 Right of Monitoring, Inspection and Periodic Audit

- 4.34.1 TENDERER reserves the right to inspect and monitor / assess the progress / performance / maintenance of the GSDC facilities at any time during the course of the Contract, after providing due notice to the O&M agency. TENDERER may demand and upon such demand being made TENDERER shall be provided with any document, data, material or

any other information which it may require to assess the progress of the project/delivery of services.

- 4.34.2 TENDERER shall also have the right to conduct, either itself or through another third party as it may deem fit, an audit to monitor the performance of the O&M agency of its obligations / functions in accordance with the standards committed to or required by TENDERER and the O&M agency undertakes to cooperate with and provide to TENDERER / any other third party appointed by TENDERER, 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 O&M agency failing which TENDERER may without prejudice to any other rights that it may have issued a notice of default.

4.35 Information Security

- 4.35.1 The O&M agency 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 TENDERER , without prior written permission from TENDERER.
- 4.35.2 The O&M agency shall adhere to the Information Security policy developed by TENDERER.
- 4.35.3 O&M agency acknowledges that TENDERER business data and other TENDERER proprietary information or materials, whether developed by TENDERER or being used by TENDERER pursuant to a license agreement with a third party (the foregoing collectively referred to herein as “proprietary information”) are confidential and proprietary to TENDERER and O&M agency 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 O&M agency to protect its own proprietary information. O&M agency recognizes that the goodwill of TENDERER depends, among other things, upon O&M agency keeping such proprietary information confidential and that unauthorized disclosure of the same by O&M agency could damage TENDERER and that by reason of Implementation Agency’s duties hereunder. O&M agency may come into possession of such proprietary information even though O&M agency 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. O&M agency shall use such information only for the purpose of performing the said services.
- 4.35.4 O&M agency shall, upon termination of this agreement for any reason or upon demand by TENDERER, whichever is earlier return any and all information provided to O&M agency by TENDERER including any copies or reproductions, both hard copy and electronic.

4.36 Relationship between the Parties

- 4.36.1 Nothing in this Contract constitutes any fiduciary relationship between TENDERER and O&M agency’s Team or any relationship of employer employee, principal and agent, or partnership, between TENDERER and O&M agency.
- 4.36.2 No Party has any authority to bind the other Party in any manner whatsoever except as

agreed under the terms of this Contract.

4.36.3 TENDERER has no obligations to the O&M agency's Team except as agreed under the terms of this Contract.

4.37 Special Terms and Conditions

4.37.1 Second hand Equipment: Any proposed equipments shall be new and no second hand equipment shall be accepted. Occurrence of such an event, will amount to mischief and fraudulence and the Bidder shall be liable for penal action.

4.37.2 Acceptance Test: A Testing Committee shall be constituted comprising of officers duly authorized by TENDERER and/or any third party agency appointed by it. The acceptance tests shall be carried at each site by the committee.

4.38 Final Acceptance Test (FAT)

4.38.1 The Equipment ,solution, Software (NMS / EMS) shall be deemed to be commissioned, subject to successful FAT. Availability of all the defined services shall be verified. The O&M agency shall be required to demonstrate all the features/facilities/functionalities as mentioned in the RFP for each site.

4.38.2 The discovery of the GSDC equipment on EMS/NMS tool would be part of FAT.

4.38.3 All documentation as defined should be completed before the final acceptance test.

4.38.4 On successful completion of the final acceptance and TENDERER are satisfied with the working of the system, the acceptance certificate signed by TENDERER will be issued to the O&M agency.

4.38.5 The date on which final acceptance certificate is issued shall be deemed to be date of successful commission of the equipment. Any delay by the O&M agency in commissioning of equipments shall render the O&M agency liable to the imposition of appropriate liquidated damages.

4.39 Delay in Taking over

4.39.1 The time for takeover of entire O&M Operations shall be **90 working days** from the date of Kick-off Meeting.

4.39.2 Successful Taking over of GSDC shall be certified by the TENDERER after necessary verification and validation.

4.39.3 If the O&M agency fails to comply with the time schedule, the O&M agency shall be liable to pay penalty as mentioned in Volume II of RFP/Bid.

4.39.4 The delay due to force majeure situation shall be excluded from the calculation of delay.

4.40 SLA Monitoring

4.40.1 TENDERER may engage third party audit agency or designate any agency/team for SLA management and monitoring. This third party audit agency shall monitor the SLA parameters and generate reports on regular basis. TENDERER reserves the right to periodically change the measurement points and methodologies used.

4.40.2 The O&M agency shall establish an Enterprise/Network Management System for monitoring and measurement of the SLA parameters prescribed for GSDC.

4.41 Exit Management

4.41.1 Purpose

- (a) This clause sets out the provisions which will apply upon completion of the contract period or upon termination of the agreement for any reasons. The Parties shall ensure that their respective associated entities, in case of TENDERER, any third party appointed by TENDERER and in case of the O&M agency, the sub- contractors, carry out their respective obligations set out in this Exit Management Clause.
- (b) The exit management period starts 3 months before the expiry of contract or in case of termination of contract, the date on which the notice of termination is sent to the O&M Agency.
- (c) The exit management period ends on the date agreed upon by TENDERER or one year after the beginning of the exit management period, whichever is earlier.
- (d) The Parties shall ensure that their respective associated entities, authorized representative of or its nominated agencies and the vendor carry out their respective obligations set out in this Exit Management Clause.
- (e) Before the expiry of the exit management period, the O&M agency shall deliver to TENDERER or its nominated agencies all new or up-dated materials from the categories set out in point 4.5 above, and shall not retain any copies thereof, except that the O&M agency shall be permitted to retain one copy of such materials for archival purposes only.
- (f) After completion of contract period (5 years), the contract may be extended next one year subject to the service of the O&M agency and TENDERER's discretion.

4.41.2 Cooperation and Provision of Information

- (a) During the exit management period:
 - (i) The O&M agency will allow TENDERER or any third party appointed by TENDERER, access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable TENDERER or any third party appointed by TENDERER to assess the existing services being delivered;
 - (ii) Promptly on reasonable request by TENDERER or any third party appointed by TENDERER, the O&M agency shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with the "Contract", the Project Plan, SLA and Scope of Work, relating to any material aspect of the services. TENDERER or any third party appointed by TENDERER shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The GSDC O&M agency shall permit TENDERER or any third party appointed by TENDERER to have reasonable access to its employees and facilities as reasonably required by TENDERER or any third party appointed by TENDERER to understand the methods of delivery of the services employed by the O&M agency and to assist appropriate knowledge transfer.
 - (iii) Before the end of exit management period, the O&M agency will ensure a

successful trial run of Cloud, E-mail, proxy, Network administration, Facility management including helpdesk management etc. by TENDERER or by any third party appointed by TENDERER.

(b) Confidential Information, Security and Data

- (i) The O&M agency will promptly, on the commencement of the exit management period, supply to TENDERER or any third party appointed by TENDERER the following:
 - a. Information relating to the current services rendered and performance data relating to the performance of sub-contractors/ bandwidth providers in relation to the services.
 - b. Documentation related to Intellectual Property Rights.
 - c. All confidential information related to TENDERER.
 - d. Documentation relating to sub-contractors.
 - e. All current and updated TENDERER data as is reasonably required by TENDERER or any third party appointed by TENDERER for purposes of transitioning the services to TENDERER or any third party appointed by TENDERER, in a format prescribed by TENDERER or any third party appointed by TENDERER.
 - f. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable TENDERER or any third party appointed by TENDERER, to carry out due diligence in order to transition the provision of the Services to TENDERER or any third party appointed by TENDERER, (as the case may be).
- (ii) Before the expiry of the exit management period, the O&M agency shall deliver to TENDERER or any third party appointed by TENDERER all new or up- dated materials from the categories set out above and shall not retain any copies thereof.
- (iii) Before the expiry of the exit management period, unless otherwise provided under the “Contract”, TENDERER or any third party appointed by TENDERER shall deliver to the O&M agency all forms of “O&M agency’s” confidential information which is in the possession or control of TENDERER or any third party appointed by TENDERER.

(c) Right of Access to Premises

- (i) At any time during the exit management period, where Assets are located at the O&M agency’s premises, the O&M agency will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) TENDERER or any third party appointed by TENDERER in order to take stock of the Assets.
- (ii) The O&M agency shall also give TENDERER or any third party appointed by TENDERER, right of reasonable access to its premises and shall procure TENDERER or any third party appointed by TENDERER, rights of access to relevant third party premises during the exit management period and for such period of

time following termination or expiry of the "Contract" as is reasonably necessary to migrate the services to TENDERER or any third party appointed by TENDERER.

- (d) General Obligations of the O&M agency
 - (i) The O&M agency shall provide all such information as may reasonably be necessary to bring into effect seamless handover as practicable in the circumstances to TENDERER or any third party appointed by TENDERER and which the O&M agency has in its possession or control at any time during the exit management period.
 - (ii) For the purposes of this Clause, anything in the possession or control of any O&M agency, associated entity, or sub-contractor is deemed to be in the possession or control of the O&M agency.
 - (iii) The O&M agency shall commit adequate resources to comply with its obligations under this Exit Management Clause.

4.41.3 Exit Management Plan

The O&M agency shall provide TENDERER or any third party appointed by TENDERER 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 "Contract" as a whole and in relation to the Project Plan, SLA and Scope of Work.

- (a) A detailed program of the transfer process that could be used in conjunction with TENDERER or any third party appointed by TENDERER including details of the means to be used to ensure continuing provision of the services throughout the transfer process and of the management structure to be used during the transfer.
- (b) Plans for the communication with such of the O&M agency's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on TENDERER's operations as a result of undertaking the transfer.
- (c) Identification of specific security tasks necessary at termination.
- (d) Plans for provision of contingent support to TENDERER or any third party appointed by TENDERER for a reasonable period after transfer for the purposes of seamlessly replacing the Services.

4.41.4 The O&M agency shall re-draft the Exit Management Plan annually to ensure that it is kept relevant and up to date.

4.41.5 Each Exit Management Plan shall be presented by the O&M agency to and approved by TENDERER or any third party appointed by TENDERER.

4.41.6 In case of expiry or termination of contract, each Party shall comply with the Exit Management Plan.

4.41.7 During the exit management period, the O&M agency shall use its best efforts to deliver the services.

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

4.41.9 This Exit Management plan shall be furnished in writing to TENDERER or any third party appointed by TENDERER within 60 days from the Effective Date of "Contract".

4.42 Representations and warranties**4.42.1 Representations and Warranties by the O&M agency**

- (a) It is a company/ organization under any statute of India duly organized and validly existing under the laws of India and has all requisite legal power and authority and corporate authorizations to execute the Agreement and carry out the terms, conditions and provisions hereof;
- (b) It has in full force and effect all requisite clearances, approvals and permits necessary to enter into the Agreement and perform its obligations hereof;
- (c) It will have the legally valid and enforceable title to all Equipment as may be necessary for proper functioning and it will be free from all encumbrances, liens, charges, any security interest and adverse claims of any description;
- (d) The Agreement and the transactions and obligations hereof do not contravene its constitutional documents or any law, regulation or government directive and will not contravene any provisions of, or constitute a default under, any other Agreement or instrument to which it is a party or by which it or its property may be bound or any of its obligations or undertakings by which it or any of its assets are bound or cause a limitation on its powers or cause it to exceed its authorized powers;
- (e) Necessary approvals/ clearances concerned authorities, for establishing the proposed project are to be obtained by the successful bidder.
- (f) Necessary approvals/ clearances from concerned authorities, as required, for fire protection, government duties / taxes / Octroi, are to be obtained by the successful bidder.
- (g) Necessary approvals/ clearances, from concerned authorities (like City Nagar, Nigam, Public Works Department (PWD), Department of Irrigation, State Electricity Board etc. for "Right of way"), as required, are to be obtained by the successful bidder for laying their own cables to meet system requirements, However, tenderer will reimburse the actual expenses incurred by bidder for getting the RoW permission (except for reinstatement expenses) upon submission of original receipts.
- (h) There is no pending or threatened actions, suits or proceedings affecting the O&M agency or its affiliates or any of their respective assets before a court, governmental agency, commission or arbitrator or administrative tribunal which affects the O&M agency's ability to perform its obligations under the Agreement; and neither O&M agency nor any of its affiliates have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution or otherwise);
- (i) The O&M agency confirms that all representations and warranties of the O&M agency set forth in the Agreement are true, complete and correct in all respects;
- (j) No information given by the O&M agency in relation to the Agreement, project documents or any document comprising security contains any material misstatement of fact or omits to state as fact which would be materially adverse to the enforcement of the rights and remedies of TENDERER or which would be necessary to make any statement, representation or warranty contained herein or therein true

and correct;

- (k) All equipment including material to be installed by the O&M agency in the GSDC shall be new. All equipment shall conform to the codes, standards and regulations applicable to networking facilities and benefit from the usual manufacturer's guarantees.

4.42.2 Representations and Warranties by TENDERER

- (a) It has full legal right; power and authority to execute the GSDC O&M project and to enter into and perform its obligations under the Agreement and there are no proceedings pending.
- (b) The Agreement has been duly authorized, executed and delivered by TENDERER and constitutes valid, legal and binding obligation of TENDERER.
- (c) The execution and delivery of the Agreement with the O&M agency does not violate any statutory judgment, order, decree, regulation, right, obligation or rule of any court, government authority or arbitrator of competent jurisdiction applicable in relation to TENDERER, its assets or its administration.

4.43 Each Day during the Agreement

The Parties agree that these representations and warranties are taken to be made on each Day during the term of the Agreement.

4.44 Indemnity

Successful Bidder will defend and/or settle any claims against TENDERER that allege that Bidder branded product or service as supplied under this contract infringes the intellectual property rights of a third party. Successful Bidder will rely on Customer's prompt notification of the claim and cooperation with our defense. Bidder may modify the product or service so as to be non-infringing and materially equivalent, or TENDERER may procure a license. If these options are not available, TENDERER will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. Bidder is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that Bidder is not responsible for claims resulting from deliverables content or design provided by Customer.

4.45 Risk Purchase

TENDERER on identifying any material breach of contract by Bidder, shall give Bidder a cure period of 90 days to correct the breach. If Bidder fails to cure the breach in the said time duration and accept its inability to correct, TENDERER may terminate the part of the contract that is breached and employ a third party to do the work on behalf of TENDERER. Bidder shall not be liable for any compensation for the work executed this way. Bidder shall execute the balance part of work as agreed under the contract.

Section V – Payment Terms

5.1 Payment Schedule

Sl. No.	Activity	Payment (%)
1	Operations & Maintenance as per Schedule I of financial bid	
	Operational & Maintenance and AMC support during the contract period of 5 years	60 equal Monthly Installments after the end of each month.

S/N	Activity	Payment (%)
Schedule-II of financial bid (Payments Schedule for refresh IT device)		
1	Delivery of all components (Hardware, Software, Licenses, required accessories, etc.) at Gujarat state Data Centre, Gandhinagar. Successful installation, Testing, Integration, and Commissioning.	80% of the refresh items.
2	Successful completion of Final Acceptance test of entire solution.	10% of the refresh items.
3	After Completion of FAT & training.	10% of the refresh items, will be divided month wise and paid in balance contract period. Five years will start from the date of successfully completion of FAT

Note: Bidder has to provide 5 Years AMC/warranty and Back-to-Back OEM support for refresh of Devices.
During Contract period, Tenderer may ask to successful bidder for refresh of any components.

5.2 Payment Procedure

5.2.1 O&M Component

- The payments to the O&M agency will be made monthly at the end of each month on acceptance of the invoice by the TENDERER or its designated agency.
- The invoice would be processed for release of payment within 15 days after due verification of the invoice and other supporting documents by TENDERER or its designated agency.
- In case the processing of the invoice gets delayed beyond 15 days from the date of acceptance of invoice, supporting documents, the O&M agency would be paid an ad-hoc amount of 50% of invoice value and the remaining amount would be released after getting clarifications, due verification and imposition of penalty, if any.

Payment shall be made in Indian Rupees. While making payment, necessary income tax and service tax deductions will be made. Section VI– Formats to Response to the RFP: Pre-qualification Bid

6.1 Format 1: Pre-Qualification Bid Letter

To,

DGM (Technical)

Gujarat Informatics Limited

8th Floor, Block -1, Udyog Bhavan, Sector - 11,

Gandhinagar 382010, Gujarat, India

Sir/Madam,

Sub: Appointment of an Agency for Operations and Maintenance of the GSDC for the State of Gujarat

Reference: RFP No: <Bid REFERENCE NUMBER> Dated <DD/MM/YYYY>

We, the undersigned Bidder, having read and examined in detail the entire Bid documents do hereby propose to provide the services as specified in the above referred Bid document number along with the following:

1. **Earnest Money Deposit (EMD):** We have enclosed an EMD in the form of a Demand Draft/ Bank Guarantee no. _____ dated xx/xx/XXXX for Rs. 1,80,000,00/- (Rupees One Crore Eighty lacs only) drawn on _____. This EMD is liable to be forfeited in accordance with the provisions of this RFP.
2. **Contract Performance Bank Guarantee:** We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee in the form prescribed in Volume I, Annexure 3 - Proforma and as per Section IV - General Conditions of Contract.
3. 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.
4. We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thanking you,

Yours faithfully,

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

6.2 Format 2: General Information about the Bidder

Details of the Bidder				
1.	Name of the Bidder & Address of the Bidder			
2.	Status of the Company (Public Ltd/ Pvt. Ltd)			
3.	Details of Incorporation of the Company			Date:
				Ref. #
4.	Details of Commencement of Business			Date:
				Ref. #
5.	Company Identification Number (CIN)			
6.	Registered Office of the Company :			
7.	Composition of the Board of Directors of the Company. Please furnish Name, Designation and their DIN.			
8.	Name of Company Secretary of the Company and his/her Membership No.			
9.	Name and address of the Statutory Auditors of Company for the Financial years			
10.	Valid GST registration No. & Date			
11.	Permanent Account Number (PAN)			
12.	Name & Designation of the contact person to whom all references shall be made regarding this tender			
13.	Telephone No. (with STD Code)			
14.	E-Mail of the contact person:			
15.	Fax No. (with STD Code)			
16.	Website			
17.	Financial Details (as per audited Balance Sheets) (in Cr)			
	Year	Year1	Year2	Year3
	Net Worth			
	Total Turnover			
	PAT			

6.3 Format 3: Pre-qualification Checklist

Sr. No.	Eligibility Criteria	Supporting Document Uploaded Yes/No
1.		
2.		
3.		
4.		
5.		
6.		

6.4 Format 4: Technical Bid Format.**Note:**

The bidder has to upload/attach/submit a file as per below format along with relevant brochures mentioning the item quoted, its make and model and Deviation/ Remarks (if any) as per specifications mentioned in Section 5.

S/N	Item Description	Unit	Make and Model	Matched/ Not Matched	Deviation/ Remarks If any	Brochures/ Supporting Document Attached (Yes/No)
1						
2						
3						
4						
5						

Important Note: Immediate temporary Replacement of faulty equipment/s need to be provided to end-users during the period of repair without any additional cost to Govt. of Gujarat. Bidder is required to maintain sufficient spare inventory for the above purpose.

6.5 Format 5: Format for MAF / OEM Authorization.**Format of MAF/OEM Authorization**

No. _____ dated _____

To_____

Ref: Tender No. _____

Subject: _____

Dear Sir,

We, _____ who are established and reputed
manufacturers of _____ having factories at_____
_____(address of factory) do hereby authorize M/s.
_____(Name &

Address of agent) to submit a bid, and sign the contract with you against above mentioned tender No:

We authorized the _____ (name of the bidder) for the following modules/products:

Sr. No.	Product Name	Make & Model

We hereby confirm that the offered Product in the referenced RFP will be provided unconditionally with a back to back warranty, maintenance, support services and parts availability etc. for proposed product etc. available for the period of five years from FAT through M/s _____ (SI/Bidder).

Yours faithfully,

(Name)

(Name of manufacturers)

6.6 Format 6: Declaration Regarding Blacklisting

To,

DGM(Technical)

Gujarat Informatics Limited

Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan,
Sector 10A, Gandhinagar, Gujarat 382010

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No _____] regarding Appointment of an Agency for Operations and Maintenance of GSDC for the State of Gujarat for a period of five years. I hereby declare that my company has not been blacklisted by any Ministry of Government of India or by Government of any State in India or by Government of Gujarat or any of the Government PSUs. I further certify that I am the Director/Company Secretary and am therefore, competent in my Company to make this declaration.

Yours faithfully,

(Signature of the Bidder) Printed Name

Designation

Seal DIN/Membership No.

Date: Business Address:

6.7 Format 7: Undertaking for Acceptance of Terms and Conditions in RFP

To,

DGM(Technical)

Gujarat Informatics Limited

Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan,

Sector 10A, Gandhinagar, Gujarat 382010

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No _____] regarding Appointment of an Agency for Operations and Maintenance of GSDC for the State of Gujarat for a period of five years. I declare that all the terms and conditions and provisions of this RFP Document including SoW and SLAs are acceptable to my company. I further certify that I am the Director/Company Secretary and am therefore, competent in my Company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name Designation

Seal DIN/Membership No.

Date: Business Address:

6.8 Format 8: Annual Sales Turnover Statement
(On Applicant's Statutory Auditor's letterhead)

Date:

This is to certify that we M/s _____ are the statutory Auditors of M/s _____ and that the below mentioned calculations are true as per the Audited Financial Statements of M/s _____ for the below mentioned years.
(any three out of 4 FY)

Sr.	Turnover	2017-2018	2018-2019	2019-2020	2020-2021
1	Annual Turnover as per Profit and Loss Account				
2	Net worth as per Audited Balance Sheet				
3	Turnover generated solely from Networking (setting up or O&M) and Data Centre (setting up or O&M)				
4	Net Profit as per Profit & Loss Account				

Yours faithfully,

(Signature of the Auditor) Printed Name

Designation

Seal DIN/Membership No. Date:

Business Address:

Note: Please upload the Copy of the audited Annual Accounts of the company for the last three years including Balance sheet, Profit & Loss A/c, Directors' Report and Statutory Auditor's Report.

6.9 Format 9: Completion of Projects of Prescribed Nature and Size

(Please fill one separate form for each project according to pre-qualification criteria.)

S. No.	Criteria	Project
1	Implementer Company	
2	Customer's Name	
3	Scope of the Project	Please provide scope of the project, highlight Key Result Areas expected and achieved
4	Value of Project	
5	Did the project involve implementation and/or maintenance of Data Centre	Yes/No
6	Total No. of Racks	
7	Completion certificate	Yes/No
9	Customer Contact Person's detail	
A	Name	
B	Designation	
C	Email	
D	Phone	
E	Fax	
F	Mailing address	

- Note: 1. The Copies of work order and the client certificates for satisfactory completion of the project and showing the order value and cost.
2. Completion certificate of prescribed nature and size as mentioned to be uploaded.

Section VII – Format for Response to RFP: Technical Bid

7.1 Format 1: Technical Bid Letter

To,

DGM(Technical)

Gujarat Informatics Limited

Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan,
Sector 10A, Gandhinagar, Gujarat 382010

Sir/Madam,

Sub: Appointment of an Agency for Operations and Maintenance of the GSDC for the State of
Gujarat

Reference: RFP No: <Bid REFERENCE NUMBER> Dated <DD/MM/YYYY>

We, the undersigned Bidder, having read and examined in detail the entire Bid documents do hereby propose to provide the services as specified in the above referred Bid document number along with the following:

1. We declare that all the services shall be performed strictly in accordance with the bid documents. Further we agree that additional conditions or assumptions, if any, found in the RFP documents shall not be given effect to.
2. We agree to abide by this bid for a period of 180 days from the date of financial bid opening or for any further period for which bid validity is extended and it shall remain binding upon us and Bid may be accepted at any time before the expiration of that period.
3. 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.
4. We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thankingyou,

Yours faithfully,

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

<<BILL OF MATERIAL>>

7.2 Format 3: Proposed Solution

1. The Bidder is required to describe the proposed Technical Solution in this section. Following should be captured in the explanation:
 - Clear articulation and description of the design and technical solution and various components (including diagrams and calculations wherever applicable)
 - Extent of compliance to technical requirements specified in the scope of work
 - Technical Design and clear articulation of benefits to Govt. of various components of the solution vis-à-vis other options available.
 - Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other clients.
2. The Bidder should provide detailed design and sizing calculation for the following listing all assumptions that have been considered:
Operations & Maintenance
 - a. Help Desk Services
 - b. System Maintenance & Management
 - c. Network / Security Administration
 - d. Backup & Restoration
 - e. Escalation Plan
3. Understanding of Scope, Approach & Methodology for O&M of GSDC and adherence to SLAs. Understanding role of O&M in complaint resolution
4. Bidder has to describe about their plan of dealing with all existing equipment at SDC and classification of critical equipments and non-critical equipments and how they are going to deal with out of warranty equipment.
5. Bidder shall provide a detailed project management plan with timelines, handing over and taking over process, resource allocation, milestones etc. for Operations & Maintenance of the GSDC.
6. Scope related value addition over and above the requirement mentioned in this document

7.3 Format 4: Core Project Team

Bidder shall provide a detailed description of the proposed Core Project Team to be deployed for the O&M of GSDC. The description should include details about the Project Team hierarchy and a detailed explanation of the role to be played by each individual that would be part of the O&M team.

Section VIII– Formats to Response to the RFP: Financial Bid

8.1 Format 2: Price/Financial Bid

S. No.	ITEM	Total Price (in Rs. with Taxes)
	SCHEDULE – I	
A	Operations and Maintenance of GSDC for 5 Years	
A1	Year-1	
A2	Year-2	
A3	Year-3	
A4	Year-4	
A5	Year-5	
B	Comprehensive AMC of existing Assets during the Contract Period	
B1	Year-1	
B2	Year-2	
B3	Year-3	
B4	Year-4	
B5	Year-5	
C	Proposed refresh of IT devices	
C1	SITC, CAMC & Warranty Support for next 5 years for refresh of IT components for Gujarat State Data center. Inclusive of all the required hardware, Software and necessary Licenses required to make the solution fully functional. As per the Scope of work, functional and technical requirement, including all cable & accessories, Installation, testing and commissioning etc.	
	Total (A+ B+C)	

Note: to be uploaded on GeM.

Note:

1. L1 will be the lowest sum total of rates with taxes.
2. Sum Total of Schedule - I (A- 1 to A5, B1 to B5) would be paid in 60 equated Months.
3. For the proposed refresh of IT components (Mentioned devices in **annexure A&B**), 1) Delivery of all components (mentioned in **C1**, Hardware, Software, Licenses, required accessories, etc.) at Gujarat state Data Centre, Gandhinagar. (Successful installation, Testing, Integration, and Commissioning) =80 % payment, 2) Successful completion of Final Acceptance test of entire solution = 10% payment, and 3) after Completion of FAT, will be divided month wise and paid in balance contract period. For refresh IT devices, five years of warranty/CAMC (of supplied Hardware, Software, Licenses, and required accessories, etc.) will be start from the date of successful completion of FAT.

Request for Proposal**Department of Science & Technology**

4. In the above table, for Comprehensive AMC of the existing assets bidders are requested to put aggregate cost of Year 1 AMC in B1 row of all the GSDC Assets listed under Annexure A – H enclosed For Year 2, bidders are requested to put aggregate cost in B2 row of all the GSDC Assets listed under Annexure A – H enclosed, repeat the same for B3, B4, B5 rows.
5. The Bidder has to submit detailed breakup in separate sealed cover should be submitted, On or before the last date of submission of the bid. As GEM is not allowing breakup of so many items, the detailed breakup is to be submitted in physical sealed cover for following items;
 - I. Detail financial breakup of AMC rates (B1-B5) year-wise for all the GSDC Assets listed **under Annexure A – H.**
 - II. Details Unit-wise financial breakup for O&M operation rate price break up for 5 Years (A1-A5) along with the unit-wise rate of manpower.
 - III. Bidder has to be submit financial price breakup for proposed refresh IT components list year wise (**Annexure- A & B**) along with year-wise AMC/Warranty by bidder.
6. Bidder has to submit separate sealed cover for EMD & financial break up (as mention in point-5 line items). Also, subject should be super-scribed on sealed cover.
7. Bidder has to submit Brochure and OEM Compliance of the proposed product (from Annexure A &B), on OEM Letter pad.
8. Rates submitted on GEM portal of all the aggregated cost under the Schedule 1 of the price schedule will only be considered for L1 Evaluation. The physical price bid submitted to GIL for price breakup will be used during contract period for any addition / deletion of the item under the scope. The same will be required to be submitted after RA. The price breakup should not be uploaded on GeM.
9. RA has been enabled in the GEM Bid.

Annexure 1: RFP Document Acknowledgement Form

Dated:

To,

DGM (Technical)

Gujarat Informatics Limited

Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan,
Sector 10A, Gandhinagar, Gujarat 382010

Dear Sir,

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

We have noted that the closing date for receipt of the RFP by GIL is_____at < > hrs. and opening at < > hrs. on the same day.

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

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

Telexno:.....

Fax no: Telephone no:

Personalattentionof:..... (ifrequired)

Yours faithfully,

(Bidder) Note: this form should be returned along with offer duly signed.

PERFORMANCE BANK GUARANTEE
(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To
DGM (Tech)
Gujarat Informatics Limited,
Block -2, 2nd Floor, Karmyogi Bhavan,
Sector – 10A, Gandhinagar.
(Gujarat)

Dear Sir,

1. WHEREAS..... (Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Agreement dated, (hereinafter referred to as "the Agreement for **Selection of Agency for Operation & Maintenance of GSDC of Department of Science & Technology, Govt. of Gujarat for a Period of five years Government of Gujarat** AND WHEREAS it has been stipulated in the said Agreement that the Bidder shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank for the sum specified therein as security for implementing PROJECT.
2. WHEREAS we _____ ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the Government of Gujarat ("GoG") the Guarantee:
THEREFORE the Bank hereby agrees and affirms as follows:
The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the Bidder to GoG under the terms of their Agreement dated _____. Provided, however, that the maximum liability of the Bank towards GoG under this Guarantee shall not, under any circumstances, exceed _____ in aggregate.
3. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from GoG in that behalf and without delay/demur or set off, pay to GoG any and all sums demanded by GoG under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from GoG to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

Attention Mr. _____.
4. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of months from the date of its execution. The Bank shall extend the Guarantee for a further period which may mutually decide by the bidder and GoG. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
 - Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
 - Any breach or non-compliance by the Bidder with any of the terms and conditions of any Agreements/credit arrangement, present or future, between Bidder and the Bank.
5. The BANK also agrees that GoG 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 BIDDER and notwithstanding any

Request for Proposal**Department of Science & Technology**

security or other guarantee that GoG may have in relation to the Bidder's liabilities.

6. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of GoG or any other indulgence shown by GoG or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.
7. This Guarantee shall be governed by the laws of India and the courts of Ahmedabad shall have jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the Day of

Witness

(Signature)

(Signature)

(Name)

(Name)

Bank Rubber Stamp

(Name)

(Official Address)

Designation with Bank Stamp

Plus Attorney as per Power of
Attorney No.

Dated:

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2021/7729/DMO dated 12.04.2021 issued by Finance Department or further instruction issued by Finance department time to time.

Format of Earnest Money Deposit in the form of Bank Guarantee

Ref:

Bank Guarantee No.

Date:

To,

DGM (Technical)

Gujarat Informatics Limited

Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan,
Sector 10A, Gandhinagar, Gujarat 382010

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the RFP No. <<<<>>>> for <<<<>>>> by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the _____, Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of -----2021.

THE CONDITIONS of this obligation are:

1. The E.M.D. may be forfeited:
 - a. if a Bidder withdraws its bid during the period of bid validity
 - b. Does not accept the correction of errors made in the tender document;
 - c. In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
 - (ii) To furnish performance bank guarantee as mentioned above or
 - (iii) If the bidder is found to be involved in fraudulent practices.
 - (iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.

We undertake to pay to the GIL/Purchaser up to the above amount upon receipt of its first written demand, without GIL/ Purchaser having to substantiate its demand, provided that in its demand GIL/ Purchaser will specify that the amount claimed by it is due to it owing to the occurrence of any of the abovementioned conditions, specifying the occurred condition or conditions.

This guarantee will remain valid up to the validity of Bids + 90 days. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or

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any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PUCHASER 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 SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Dated at _____ on this _____ day of _____ 2021.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

Approved Bank: Any Nationalized Bank operating in India having branch at Ahmedabad/
Gandhinagar

On letterhead of Bidder

**Sub : Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020
published by Ministry of Finance, Dept. of Expenditure, Public Procurement division**

Ref: Bid Number: _____

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I certify that we as a bidder and quoted product from following OEMs are not from such a country or, if from such a country, these quoted products OEM has been registered with competent authority. I hereby certify that these quoted product & its OEM fulfills all requirements in this regard and is eligible to be considered for procurement for Bid number_____.

No.	Item Category	Quoted Make & Model

In case I'm supplying material from a country which shares a land border with India, I will provide evidence for valid registration by the competent authority, otherwise GIL/End user Dept. reserves the right to take legal action on us.

(Signature)

Authorized Signatory of **M/s <<Name of Company>>**

On letterhead of OEM

**Sub : Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020
published by Ministry of Finance, Dept. of Expenditure, Public Procurement division**

Ref: Bid Number: _____

Dear Sir,

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I certify that our quoted product and our company are not from such a country, or if from such a country, our quoted product and our company have been registered with competent authority. I hereby certify that these quoted product and our company fulfills all requirements in this regard and is eligible to be considered for procurement for Bid number_____.

No.	Item Category	Quoted Make & Model

In case I'm supplying material from a country which shares a land border with India, I will provide evidence for valid registration by the competent authority; otherwise GIL/End user Dept. reserves the right to take legal action on us.

(Signature)

Authorized Signatory of **M/s <<Name of Company>>**

**Request for Proposal
for
Selection of Agency for Operation & Maintenance of
Gujarat State Data Center (GSDC) on behalf of
Department of Science & Technology, Govt. of Gujarat**

**Volume-II
(Scope of Work and SLAs)**



**Gujarat Informatics Ltd
Block No. 2, 2nd Floor,
C & D Wing, Karmayogi Bhavan
Sector - 10 A, Gandhinagar – 382010 Gujarat.
[www:gil.gujarat.gov.in](http://www.gil.gujarat.gov.in)**

Abbreviations

1. **GoG:** Government of Gujarat
2. **DST:** Department of Science & Technology
3. **DIT:** Directorate of ICT & e-Governance
4. **GIL:** Gujarat Informatics Limited
5. **GSWAN:** Gujarat State Wide Area Network
6. **GSDC:** Gujarat State Data Centre
7. **GSCAN:** Gujarat Sachivalaya Campus Area Network
8. **OEM:** Original Equipment Manufacturer
9. **O&M:** Operations & Maintenance
10. **EMS:** Enterprise Management Suite
11. **NMS:** Network Monitoring System
12. **EMD:** Earnest Money Deposit
13. **PBG:** Performance Bank Guarantee
14. **SLA:** Service Level Agreement
15. **FAT:** Final Acceptance Test
16. **TPA:** Third Party Agency
17. **SoW:** Scope of Work
18. **IPS:** Intrusion Prevention System
19. **IMS:** Integrated Infrastructure Management System
20. **CCTV:** Closed Circuit Tele Vision
21. **MP:** Monthly Payment
22. **TENDERER:** GIL/ DIT /Government of Gujarat

Section I: Introduction

1.1. Gujarat State Data Centre (GSDC)

Government of Gujarat has set up Gujarat State Data Center (GSDC) in Gandhinagar, the State capital. GSDC includes 2600 sq.ft of server & storage area, 600 sq.ft of connectivity zone and 1300 sq.ft of control room & utility area. GSDC has been connected to all the Government offices through GSWAN infrastructure and is operationalized since 2008.

GSDC is a central repository for storing & hosting all digital data, applications and services of Government of Gujarat. GSDC provides a shared platform of Compute, Storage, Network & Security, Infrastructure component. Also providing the Cloud Infrastructure as a Service (IaaS), Platform as a Service (PaaS) and Software as a Service (SaaS), e-mail services to Govt. of Gujarat employee, Remote management and service integration with other core infrastructure like GSWAN, GFGNL etc. The existing GSDC having is 100+ Racks and GoG has planned the new State Data Center of approximately 300 racks, which is under process.

1.1.1. GSDC Overview:

2600 Sq. ft	<ul style="list-style-type: none"> • Co-location/hosting of approx. 440+ Servers from various State Government Departments • Hosting of approx. 720+ Government websites and Applications • Storage capacity of approx. 3 PB+ to store State Government and Citizen's critical information/data • SAN , Backup solution, Proxy • Two sets of UPSs of 240 KVA capacity each to provide battery backup
Connectivity Zone (Network Room): 600 Sq. ft	<ul style="list-style-type: none"> • Firewall • Intrusion Prevention System (IPS) • Web Application Firewall (WAF) • DMZ (Demilitarized zones) • Server Load Balancer (SLB) • Routers and Layer 2/3 switches for network
Control Room and Utility Area: 1300 Sq. ft	<ul style="list-style-type: none"> • UPSs and Battery banks • Panel Switches • Precision Air conditioners (PAC) • FM 200 Gas cylinders to protect against fire situation • Building Management System • 24 x 7 x 365 CCTV/Surveillance monitoring system • Water Leakage Detection System • Rodent repellent system

Request for Proposal Vol-II Scope of Work

	<ul style="list-style-type: none"> • Access Control System
Network Operation Center (NOC) Area: 2500 Sq. ft	<ul style="list-style-type: none"> • 24x7 Monitoring and Management facility for GSDC • Operations and Management Team seating arrangement for approx. • 50+ personnel
Expansion Area : 1400 Sq.ft	<ul style="list-style-type: none"> • 21 Rack capacity , currently 16 Racks have been installed for Cloud infra, GFGNL-DWDM, infra, NAS, eNagar and IFP projects • Separate Non-IT infra like Access Control, CCTV, WLD, Rodent repellent system Fire suppression, Fire Alarm, Electrical system, PAC and UPS of 2 x 200KVA with battery backup.

Section II: Scope of Work

Gujarat State Data Centre (GSDC) acts as a critical mediator and convergence point between open unsecured public domain and sensitive government environment. The GSDC has been equipped to host / co-locate systems such as Web Servers, Application Servers, Database Servers, SAN, and NAS etc. GSDC is a central repository for storing and hosting all digital data, applications and services of Government of Gujarat. GSDC provides a shared platform of Compute, Storage, Network, Security and Infrastructure components. GSDC also provides the Cloud Infrastructure as a Service (IaaS), Platform as a Service (PaaS) and Software as a Service (SaaS), e-mail services to Govt. of Gujarat employee, Remote management and service integration with other core infrastructure like GSWAN, GFGNL etc. Also, during the last decade, dependency on GSDC services and its availability has become highly critical due to deployment of various government intranet applications as well as citizen centric applications. It is envisaged that selected agency shall not merely focus on carrying out O&M of GSDC to achieve the uptime as per SLA but also to progressively improve the satisfaction of its users by achieving utmost ease-of-use and better availability of GSDC services for all Government departments. Agency is expected to improve the processes as well as close co-ordination with all stakeholders like government user departments, application developers, connectivity service providers, various other implementing agencies, DST, GIL and other government offices, power utility agencies, Road and Buildings dept. offices, etc. for seamless availability of GSDC services to Government users. Selected agency is expected to arrange monthly meetings such as war room discussions with all important stakeholders for improving the close coordination and issues resolution thereby improving efficiency and efficacy of the overall GSDC services being delivered. With an objective to improve user satisfaction and reduce number of complaints / call, various measures are introduced in this RFP like Incentives for improvisation of services as well as skills upgradation and training of deployed manpower.

The scope of work under this RFP is Operations, Management & Maintenance Component: O&M of IT and Non-IT Infrastructure under GSDC.

2.1. Key actions points for GSDC O & M

2.2.1 The Successful bidder shall be responsible for the overall management of the IT and Non-IT Infrastructure and enabling infrastructure maintenance services / facility management services at GSDC for ensuring adherence of SLAs. Bidder shall implement new NMS/EMS tool at the State Data Centre that monitors / manages the entire enterprise wide application, infrastructure and network related components. Bidder shall provide the Operations and Maintenance Services for a period of 5 years following the award of the contract/as per terms & condition defined in this RFP. The bidder shall be responsible for following:

- a) For better availability, preventive maintenance activity is required to be carried out at least once in a Month for all IT and Non-IT infrastructure which includes, but not limited to configuration backup and software up gradation/updation, dust cleaning, cable tagging etc.
- b) Successful Bidder is required to submit preventive maintenance schedule of all equipment to DST. After performing preventive maintenance activities, bidder is required to submit the report of the same. All such activities should be done preferably in non-working hours.
- c) As part of the Operations and Maintenance services, the bidder shall provide support for

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the software, hardware, and other infrastructure provided/covered as part of this RFP. Bidder shall also provide 5 years comprehensive AMC. The bidder shall also provide services comprising of but not limiting to the following:

- (i) Operations and maintenance services for existing and new IT and Non- IT Infrastructure supplied or commissioned by the bidder (if any as a part of O&M solution) at the GSDC for five years during the contract period.
 - (ii) Other IT infrastructure related support services for five years from signing of the contract/as per terms & condition defined in this RFP.
 - (iii) The services shall be rendered onsite from the designated premises. To provide the support at the locations where the infrastructure will be rolled out, bidder is expected to provide experienced and skilled personnel at each location.
 - (iv) Bidder is responsible to provide all required Hardware/software like Desktop/laptop, Hardware tools, OS, other software etc. to his resources (which are deployed under this project) to perform all the duties/works as a part of the deliverables under this RFP.
- d) Warranty Support: As part of the O&M solution, if bidder has upgraded/replaced the equipment /devices/solutions at /GSDC, Bidder is responsible to supply, install & commissioning of the said new equipment including 05 years warranty services from FAT/acceptance of the equipment/solution. The bidder shall provide following Warranty services for all new equipments:
- (i) Bidder shall provide a comprehensive warranty and on-site free service warranty for 5 years from the date of FAT for all equipments.
 - (ii) Bidder shall obtain the 5 year product warranty and 5 year remotely free service warranty from OEM on all licensed software and onsite for computer hardware, peripherals, networking equipment and other equipment for providing warranty support.
 - (iii) Bidder shall provide the comprehensive manufacturer's warranty and support in respect of proper design, quality and workmanship of all hardware, equipment, accessories etc. covered by the RFP. Bidder must warrant all hardware, equipment, accessories, spare parts, software etc. procured and implemented as per this RFP against any manufacturing defects during the warranty period.
 - (iv) Bidder shall provide the performance warranty in respect of performance of the installed hardware and software to meet the performance requirements and service levels in the RFP.
 - (v) Bidder is responsible for sizing and procuring the necessary hardware and software licenses as per the performance requirements provided in the RFP. During the warranty period bidder shall replace or augment or procure higher-level new equipment or additional licenses at no additional cost in case the procured hardware or software is not adequate to meet the service levels.
 - (vi) Mean Time between Failures (MTBF): If during contract period, any equipment has a hardware failure on four or more occasions in a period of less than three months, it shall be replaced by equivalent or higher-level new equipment by the bidder at no cost. For any delay in making available the replacement and repaired equipments for

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inspection, delivery of equipments or for commissioning of the systems or for acceptance tests / checks on per site basis, TENDERER reserves the right to charge a penalty.

- (vii) During the warranty period bidder shall maintain the systems and repair / replace at the installed site, at no charge, all defective components that are brought to the bidders notice.
 - (viii) The bidder shall as far as possible repair/ replace the equipment at site.
 - (ix) In case any hard disk drive of any server, SAN, or client machine is replaced during warranty / AMC the unserviceable HDD will be property of TENDERER and will not be returned to bidder.
 - (x) Warranty should not become void, if TENDERER buys, any other supplemental hardware from a third party and installs it within these machines under intimation to the bidder. However, the warranty will not apply to such supplemental hardware items installed.
 - (xi) The bidder shall carry out Preventive Maintenance (PM) at GSDC, including cleaning of interior and exterior, of all hardware and, if any, and should maintain proper records for such PM. Failure to carry out such PM will be a breach of warranty and the warranty period will be extended by the period of delay in PM.
 - (xii) Bidder shall monitor warranties to check adherence to preventive and repair maintenance terms and conditions.
 - (xiii) Bidder shall ensure that the warranty complies with the agreed Technical Standards, Security Requirements, Operating Procedures, and Recovery Procedures.
 - (xiv) 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.
 - (xv) Any component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame indicated in the Service Level Agreement (SLA).
 - (xvi) Bidder shall develop and maintain an inventory database to include the registered hardware warranties.
- e) Bidder shall also be responsible for the comprehensive AMC of existing IT & non-IT Infrastructure (AS-IS condition). Details of the existing hardware which are required to be covered under CAMC by the selected bidder through this RFP are attached as Annexure A to H, GSDC Annexures for AMC. Currently some of the hardware is under AMC cover, however bidder will be required to provide CAMC post expiry of existing AMC cover.
- f) For any IT & non-IT devices which are currently out of support or their CAMC had already been expired, Bidder is required to take all such IT & Non IT devices (AS-IS condition) into their CAMC support for entire contract period without any extra cost to GoG. Bidder, at his discretion, may replace or upgrade such devices with equivalent/better capabilities, in case of any challenges to get CAMC support.

Note:

1. **For network and security devices (Annexure-B)**, the bidder, at his discretion, can take **back-to-back** CAMC of network and security components or refresh with equal or higher capabilities.

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2. **For non-IT, servers, storage, and backup mentioned in this RFP** (Annexure A, D, D1 ,E,& E1) bidder can do **back-to-back OEM agreement through authorized Distributor or partner for AMC/Warranty** and shall provide a copy of the service level agreement signed with respective OEMs.
 3. **The bidder, at his discretion, may upgrade/replace /refresh IT components (Annexure A & B)** with equal or higher capabilities. Bidder should take prior approval of the GSDC before the replacement. In such cases successful bidder has to perform end to end migration , implementation activity within downtime given by Tenderer. Delay in such implementation , migration will attract the penalty.
 4. Successful bidder, in case of refreshed components, needs to maintain existing hardware/ software /solution as per SLA in this RFP, until successful FAT of refresh/replacement of existing component
- g) There are various spare equipment/devices available with GoG as listed in various Annexures attached in this RFP. Bidder is responsible to install, commissioning the said spare Equipment/devices in line with requirement of GoG at selected location in the state without any extra cost to GoG. This also includes all other costs like but not limited to, Transportation, labour charges if any, lodging charges for technical team/resources etc.
- h) There are various equipment /devices which are not in use. The list of such devices/equipment will be shared with successful bidder. Bidder is required to coordinate with DST/other appointed agency by DST for necessary disposal of said equipment/device in line with instruction received from DST/GoG.
- i) During the contract period, TENDERER may discontinue the O&M and CAMC services for any equipment/device based on their usability for the Project. For such cases, the 1% of the total cost (Without Tax) of such equipment/device will be deducted from applicable yearly O&M Amount. For CAMC, quoted price by bidder will be deducted from applicable yearly CAMC amount ,based on submitted physical price breakup at GIL office. This will be applicable from the next month after the notice issued by DST/GoG for such discontinuation of the any equipment/service. .
- j) “At SDC and 33 DC locations, Biometric Access control system (including all accessories like biometric Finger scan card reader, Controller, Smart card reader, Access control software, Smart cards etc.) have been installed for Access Control Management. Please refer attached Annexures-G (Biometric Access Control System) for more details. Bidder is required to provide O&M support and CAMC support (end to end support) for the said Access Control Systems & its all accessories including, but not limited to, maintenance of Access cards, issuance of new card (compatible with existing system) if any required during contract period etc. If required, Bidder may change/replace partial (component)/ whole Biometric Access Control system with equivalent/better specification with the prior approval of GSDC , in case of Bidder face any compatibility issue or EoS/EoL issue during the contract period without any extra cost to GoG.”
- k) End-to-End administration, management of all components at GSDC & DR.

2.2. Network operations, Services and maintenance

- 2.3.1 The services as per the scope of the contract shall include maintaining the network equipment; ensuring running of the services (Data, Voice, and Video) with availability in line with the SLA and Round-the-clock Network monitoring. This shall include:
- (a) Equipment Configuration Management
 - (b) Upgrading IOS/Firmware
 - (c) Maintaining access control list
 - (d) Regular review of Network
 - (e) Regular reports as required by DST
 - (f) Regular backup of NMS server
 - (g) Monitor GSDC Network
 - (h) Regular reports as required by DST &
 - (i) Auto backup configuration of Router and Switches
 - (j) Regular SLA Violation reports for Network vendors
 - (k) Upgrading Patches on all equipment's including NMS-Servers, network & Security Devices and hardening of network & security devices.
 - (l) The Successful bidder is required to maintain uptime of the network at GSDC to meet the SLA .In case the network uptime is not maintained due to non-availability of link/Bandwidth by Service provider, bidder is required to produce documentary proof (Service Desk Complaints/Incidents or Vendor assigned Tickets) in terms of certificate of downtime of network link/b/w from the service providers. In case bidder fails to provide such documentary proof the same shall be treated as non- performance of SLA and would be liable for penalty.
 - (m) The Successful bidder shall keep the details of all the Assets and document any changes in the assets including up-gradation and/or replacement of assets. **The asset inventory for the entire network architecture shall always be up to date and shall be submitted to DST on monthly basis.**
 - (n) Bidder is required to keep requisite spares to ensure adherence of SLAs and continuity of O&M operations
 - (o) Successful bidder will have to do operational liasoning with stake holders (link providers, state government, local bodies, third party agencies / consultants appointed/identified by GoG) to keep the GSDC up & running.
 - (p) The Successful bidder has to submit availability & all SLA reports on monthly basis.
 - (q) **Comprehensive Annual Maintenance Contract of out of warranty network equipment at GSDC:** As mentioned at point 2.2.1. (f), Successful bidder shall enter into comprehensive AMC contract for out of warranty equipment/ hardware at GSDC. List of existing devices, for which currently AMC is either not available or will expire during the Contract period of this bid, is placed at as GSDC Annexures for CAMC, bidder will have to provide AMC for these items till the end of this contract.
TENDERER may direct bidder to provide the CAMC of any existing or new devices including all components, accessories etc. (not covered in this RFP) at rate of 7% per year of the device purchased cost (Without Tax).

- (r) In case TENDERER decides to migrate the network to IPv6, the successful bidder shall prepare the migration plan and execute the same within 6 months. Failing to the same will attract the penalty of Rs. 1000 per week.
- (s) Bidder has to provide UPS & Battery Health, impedance Reports in every month after completing proactive maintenance every month. Bidder will have to replace batteries at the start of **1st and 4th year of the contract period during 1st and 13th quarter.**

2.4 EMS/NMS for SLA and Performance Reporting

2.4.1 The Successful bidder shall operate and maintain an Enterprise Management Suite (EMS)/Network Management System (NMS) and SLA and Performance Monitoring System for GSWAN backbone at Network Operation Centre (NOC) and GSDC components centrally at SC. Currently, GSWAN is monitored through CA-NMS tool and GSDC is monitored through CA-NMS. The device count for GSWAN is 22000 & for GSDC device count is 5000. The successful bidder is required to maintain & manage the existing tools and to provide comprehensive support till the migration & Go-Live of on new solution. Bidder to replace this tool with appropriate equivalent to higher capabilities NMS/EMS tool with necessary hardware, software and licenses on taking over the O&M Operations. During the contract period, bidder has to provide additional licenses & required hardware and software without any cost at time of addition of new node if required. If any of the functionality/requirement listed below are not supported by existing/ proposed tool, bidder has to provide/fulfil the functionality by customizing the solution it self. The EMS/NMS tool should provide Supervision and Call Centre support for GSWAN and GSDC. The selected bidder shall be responsible to install & provide support for EMS / NMS. The EMS/ NMS tool for GSWAN will be used by GSWAN O&M operator, and for GSDC components the tool has to be managed and monitored by the bidder selected under this bid. The selected bidder shall provide a separate instance for GSWAN. The EMS/NMS tool should be managed by the Successful Bidder for the complete contract period and shall be used for regular monitoring of the network and GSDC. Successful bidder shall configure/ provision the systems to be used by GoG for audits and also help in monitoring the service level parameters on an ongoing basis as defined in Service level agreements. The TENDERER or its designated agency shall have access to all generated reports for service levels audits and monitoring. Successful bidder shall deploy adequate access policy and security policy on the systems in consultation with TENDERER for ensuring authenticity and integrity of the reports. The system shall essentially have 3 components, Network and Data Centre Management component, Helpdesk & SLA Management component. The TENDERER or its designated agency should be able to view the SLA Management component. The Successful bidder shall be responsible for creating network monitoring environment through the following:

- a. The EMS/NMS system shall be configured to automatically discover all

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manageable elements of the GSWAN and GSDC.

- b. All network components shall be configured to alert the centralized EMS/NMS server in case of any events, so as to reflect real status of all network components and links across GSWAN and GSDC.
- c. The NMS should also poll all network devices and other IT and Non-IT components in GSWAN & GSDC at regular intervals in order to determine their status and working.

2.4.2 The functional requirements of the EMS/NMS system are as follows:

a) **Alarm Correlation & Root Cause Analysis Capabilities**

- (i) Solution should provide alarm correlation and facilitate reduction of total number of alarms displayed by means of intelligent alarm correlation, suppression and root cause analysis techniques built in to the system. The system must ensure reduction in MTTR by means of advanced event correlation, filtering and root cause analysis.
- (ii) It should have capability to perform cross domain correlation with alarm correlation from Network Monitoring tool, Systems monitoring tool and other domain monitoring tools.
- (iii) Alarm Filtering should allow flexible filtering rules for NOC staff to filter the alarms by category, severity, elements, duration, by user, by views, by geography or by department.
- (iv) Ability to apply severity to alarms according to predefined rules.
- (v) It should be possible to add description to the alarms.
- (vi) The proposed solution should provide out of the box root cause analysis with multiple root cause algorithms inbuilt for root cause analysis.
- (vii) The system should be able to clearly identify configuration changes as root cause of network problems
- (viii) Alarms should be mapped to the live topology views and real time updates to topology based on alarm occurrences.
- (ix) Historical Reporting of alarms must be possible and system should be able to store large volumes of alarm data for historical reporting purpose
- (x) It should be possible to convert Critical Alarms into Incidents for auto ticket generation into proposed Helpdesk tool.
- (xi) Should trigger automated actions based on incoming events / traps. These actions can be automated scripts/batch files.
- (xii) Should be able to send e-mail or Mobile –SMS to pre-defined users for pre-defined faults.
- (xiii) Consolidated network view embedded with digital maps
- (xiv) The selected O&M agency shall develop and provide a mobile application for

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incident management, alerts, and notifications for GSWAN & GSDC. The app should be able to generate alerts / notifications in case of occurrence any network downtime related incidents. The application shall be hosted at Gujarat State Data Centre. The app shall provide role based access to the engineers at state level, district level & taluka level as well as to GIL/DST authorities, as required. The selected O&M agency shall be responsible to maintain & manage the app hosted at GSDC.

b) Network Fault and Performance Management

- (i) The Network Management function must monitor performance across heterogeneous networks from one end of the enterprise to the other.
- (ii) The Network Management function should have a graphical topological display of all discovered network devices in real time.
- (iii) The proposed Network Fault Management solution must also provide network asset inventory reports
- (iv) It should support various discovery protocols to perform automatic discovery of all L2, L3 Network devices across GSDC/GSWAN and any further Network connectivity's planned in future by simple addition of required licenses without any change in topology.
- (v) The proposed Network Fault Management solution must support extensive discovery mechanisms and must easily discover new devices using mechanisms such as SNMP Trap based discovery. It must also allow for inclusion and exclusion list of IP address or devices from such discovery mechanisms.
- (vi) The discovery must also support device redundancy discovery in case of virtual IP addresses using vendor specific protocols such as VRRP and HSRP.
- (vii) The proposed solution must provide a detailed asset report, organized by vendor name, device type, listing all ports for all devices. When a report is run the administrator must have an option of specifying the number of consecutive days the port must be "unused" in order for it to be considered "available".
- (viii) The proposed solution must provide sufficient reports that identify unused ports in the managed network infrastructure that can be reclaimed and reallocated. The proposed management system must also intelligently determine which ports are operationally dormant. This will help in analyzing capacity needs of the Network ports and better network capacity planning across the GSWAN network.
- (ix) It should support integrated Fault, Performance, and Configuration Management features from a single solution.
- (x) It should show live interface connections between discovered network devices and must be able to do mapping of LAN and WAN connectivity with

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granular visibility up to individual port levels

- (xi) It should proactively analyze problems to improve network performance.
- (xii) The Network Management function should have extensive reporting facility, providing the ability to format and present data in a graphical and tabular display.
- (xiii) The Network Management function should poll or collect and analyze the large volumes of fault and performance data. Once collected, it should automatically store data gathered in a database. This enterprise-wide data should be easily accessed from a central location and used to help with capacity planning, reporting and performance analysis.
- (xiv) The Network Management function should have a feature of discriminated polling of devices.
- (xv) The Network Management function should be able to monitor device performance in near real time
- (xvi) It should be able to automatically generate a notification in the event of a link failure to ensure proper handling of link related issues.
- (xvii) Solution should have a provision for suppression of maintenance alarms during the maintenance period.
- (xviii) The proposed performance management system shall provide network, server and database performance information, alarms and also reporting interface(s) for components. The current performance state of the entire network & system infrastructure shall be visible in a console.
- (xix) The proposed solution must scale to large networks while supporting a single web interface for access to reports. The system must support multiple locations and a distributed deployment for collection and monitoring. Primary instrumentation should exist at the Central Site.
- (xx) The Proposed solution must support out of the box trend reports on group of metrics or group of devices in a single report. This will help understand the performance of multiple devices against a KPI (Key Performance Indicator)
- (xxi) The proposed solution must support out of the box capacity planning reports that assist in the analysis of capacity needs based on projected load.

c) Network Performance Reporting

- (i) Solution should be able to collect Key performance measurements and statistics (CPU, Memory, availability, reachability, package loss, latency etc.) from all network domains and store it. This data is to be used for evaluation of performance of the end-to-end network infrastructure/ services.
- (ii) Solution should have functionality for KPI calculation on the raw metrics

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collected.

- (iii) Solution should be able to do Trend analysis from the performance data.
- (iv) Should be able to generate web-based reports both near real time and historical data for the network.
- (v) It should be possible to view live report.
- (vi) Solution should support historical storage of aggregated data for one year and data backup.
- (vii) Proposed solution should be able to also provide a threshold and profile capability on the KPIs monitored on the network in order to understand the impact of failures and degradations which eventually results in downtime/network unavailability.
- (viii) The system shall be able to support separate warning and violation threshold levels, so that in the event of gradual service quality deterioration, warnings shall be generated before critical level thresholds are breached.
- (ix) Out of the box fault and performance reports
- (x) Customizable Reporting should be possible .
- (xi) It should support automatic base lining on historical data, and thresholds that can be adjusted as required, based on data collected.
- (xii) It should have a secured interface with role based access and privileges.
- (xiii) Availability of drill-down reports.
- (xiv) Solution should offer off-the-shelf Reports for KPIs such as Availability, Uptime, and Resource Utilization.
- (xv) Solution should have the capability to export the reports results in standard file formats like CSV, pdf etc.
- (xvi) Should be able to present the reports through web and also generate “pdf” / CSV / reports of the same.
- (xvii) Solution should have capability of exporting report in open interface formats for business intelligence tools, excel, etc.
- (xviii) Solution should support capability to periodically generate (scheduled reports) and distribute statistics reports to the designated team members at customer side.
- (xix) Solution should provide options to perform progressive trend analysis with multiple fixed time windows like 1 day, 1 week, 2 weeks, 1 month, 6 months etc.
- (xx) Solution should allow configuring threshold crossing alerts on KPIs. It shall be possible to define threshold profile(s) for raw counters or KPIs/KQIs and generate alarms or threshold crossing alerts which would be

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forwarded to the Fault Management system or Event Correlation Engine.

- (xxi) Solution should support retrieval of historical performance data collected at any monitored point and archived on the server. The solution should allow aggregation of historical data.
- (xxii) Solution should facilitate reports summarized by time – Hour, Day, Week, Month, Quarter, Year and by Property- service, location, department etc.
- (xxiii) Should able to generate reports on predefined / customized hours.
- (xxiv) Highly Flexible Group based Reporting: It shall be possible to use a KPI at different network element levels (individual Network Device, Interface, Group of Network Devices, Links, etc.) and time dimensions.
- (xxv) Should be capable to send the reports through e-mail to pre-defined user with pre-defined interval.
- (xxvi) It should be able to generate SLA Reports on Availability & Performance.
- (xxvii) Should create historical performance and trend analysis for capacity planning.
- (xxviii) Should have capability to exclude the planned-downtimes or downtime outside SLA.

d) Centralized ITIL Aligned IT Service Desk:

- (i) The existing Service Desk is one of the most essential components of Network Operations Center. It is the central mechanism for NOC staff to track and respond to requests and problems logged by end users and also work upon other NOC functions such as Change Management, Knowledge Management, Release Management, etc. Thus, it is expected that the proposed Service Desk is well aligned to maximum number of ITIL processes such as:
 - a. Incident Management
 - b. Request Fulfillment
 - c. Problem Management
 - d. Change Management
 - e. Release & Deployment Management
 - f. Knowledge Management
 - g. Service Asset & Configuration Management
 - h. Service Catalog Management
 - i. Service Level Management
 - j. Service Portfolio Management
 - k. Availability Management
 - l. Capacity Management
 - m. Event Management
 - n. IT Service Continuity Management

(ii) General Requirements of Service Desk

- a. Should able to support and handle large volume of incidents
- b. Should able to support and handle large volume of service requests
- c. Should able to support and handle large volume of changes
- d. Native integration of processes i.e. Incident Management with Change Management and vice-versa
- e. Native integration of processes with Knowledge base i.e. automatically creation of knowledge base post closure of tickets
- f. The solution should have a Single Architecture and leverage a single application instance across ITIL processes, including unique data and workflows segregated by business unit, cost centre, and user role for Incident, Problem, Change, Release, Knowledge management, Asset Management and CMDB
- g. Able to create and modify forms as per GoG/DST requirement
- h. Able to define different SLAs for different services / domains , vendors
- i. Solution should support multi-tenancy with complete data isolation as well as with ability for analysts based on access rights to view data for one, two or more organizational units
- j. Able to define different workflows for different processes
- k. Able to send automatic escalation mails as defined in workflow
- l. Should be able to integrate CMDB from different federated data sources and build a single CMDB
- m. Should provide email based interactions allowing ticket creation, update and approval of request.
- n. Should able to integrate with Active Directory and populate user information automatically
- o. The support person can interact with the end users through chat in built and add those chat transcripts in the ticket.
- p. The system should have graphical interface to define, visualize and update ITIL processes

(iii) Service Catalogue Functionality

- a. Should support single service catalogue for end users to submit and track service request, spanning ALL IT services
- b. Should provide for Service Requests Workflows and Fulfilment definitions for commonly used IT services
- c. Various types of Customer profiles should be supported such as, for ex: Profile-1: CMO, Profile-2: IAS Cadre, Profile-3: Grade 2 Officers and so on.
- d. Integrates with any underlying service management including Service Desk, Change Management, Service Level Management and CMDB for request fulfilment

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- e. Should have catalogues that cover standard and non-standard IT services
- f. Users should be able to request for services on behalf of other employees and the system should track the request as if the request has been initiated by the user requesting for the service.

(iv) Service / Help Desk (Incident and Problem Management)

- a. Service Desk solution should allow detailed multiple levels/tiers of categorization on the type of incident being logged for IT services that shall span across multiple domains like GSWAN, GSDC etc.
- b. Service Desk solution should provide classification to differentiate the criticality of the security incident via the priority levels, severity levels and impact levels.
- c. The solution should provide embedded and actionable best practices workflows i.e., best-practices process & views based upon implementations
- d. It should allow SLA to be associated with a ticket based on priority, severity, incident type, requestor, asset, location or group individually as well as collectively
- e. It should have the ability to search multiple built-in knowledge bases like the incident, problem, and known-error database simultaneously without requiring the agent to search each knowledge base individually.
- f. It should have an updateable knowledge base for technical analysis and further help end-users to search solutions for previously solved issues.
- g. Should support full text search capabilities
- h. Should centralize all known error and problem workarounds into a single, searchable knowledge base
- i. The incident Management solution should be completely integrated to the CMDB to ensure that CIs can be associated with the ticket to provide better visibility
- j. The incident management solution should have the ability to initiate the change request on a button click
- k. The solution should have the ability to associate an incident with an existing change request, a problem or known error for tracking purposes
- l. It should allow the CI to be associated with tickets.

(v) Change & Release Management

- a. The solution should be able to track a request for change through the different stages of lifecycle of a change request
- b. The tool should facilitate the identification of the change type and associated workflow For example: standard, normal, and emergency
- c. The tool should facilitate the differentiation of normal Changes For example: Category - Minor or Small, Category - Significant or Medium,

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Category – Major or Large

- d. The tool should facilitate the ability to create simple to complex request workflows through sequential and parallel tasking
- e. The tool should notify all the users about the scheduled changes/outage and sent a reminder to responsible contacts for implementation of change.
- f. Change management should have fields to record impact analysis and, back-out plans, within the change record
- g. The tool should facilitate of post implementation reviews for implemented changes after defined time interval
- h. The application should have the ability to assign change advisory board (CAB) responsibilities to change management roles
- i. The tool should facilitate ability of authorized roles to reject changes For example, status of reject, ability to record reason for rejects notification
- j. The change approval engine should be configurable such that approvals can happen if either one of the individuals approves a change, or a majority approve the change, or certain people in the committee approve the change etc. It should also incorporate multi-staged approvals like MD-GIL, JS-IT, Sec-IT etc.
- k. Change management should be capable of integrating with CMDB to facilitate access to CI attributes and relationships to enable change assessment and authorization
- l. Solution should provide a consolidated view of the tasks that the release management team must perform to drive the completion of the change requests and activities required to close the release.
- m. Solution should provide Change and Release Calendar views for the current schedule of releases, change requests, and business events for any potential conflicts.
- n. The solution should have the ability to prompt change planners with suitable time slots for conducting a change depending upon the changes that have been scheduled/in progress, risk associated with it and the priority of the change.
- o. The solution should have the ability to identifying and flagging changes that are being done by various team to prevent change collisions.

(vi) Knowledge Management

- a. The tool should have the knowledge management OOB - knowledge databases to support investigations, diagnoses, root cause analysis techniques, and creating / updating workarounds, temporary fixes and resolutions.
- b. The tool should allow the creation of different access levels (i.e. Read only, write, create, delete) to knowledge management system
- c. The tool should allow creation and enforced use of data input rules for creating knowledge records For example: mandatory fields for content

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- and information; QA and change approval to move from draft to production
- d. The tool should allow for the entry of free-form text, images, attachments, etc.
- e. The tool should automate the population of knowledge records with author and owner data, creation date, as well as any other attributes required by organization
- f. The tool should facilitate the identification of redundant or duplicate information, whether in single record or multiple records
- g. The tool should allow automating notification to interested parties on submission new knowledge/solutions applicable to them
- h. The tool should have a powerful search engine to sort, retrieve and search using advanced search options, search content in multiple format, and also search within knowledge records
- i. The tool should allow displaying FAQs and highlight the newly added knowledge content
- j. The module should allow integration with all other modules of service management to enable knowledge records to be quickly created from records with associated links.
- k. The solution should have the ability to prompt users with interactive set of questions and answers that will eventually guide the users to the relevant solution.
- l. The module will facilitate opening of a problem record directly from a menu for pro-active tracking of problem activity as well as from an incident record for reactive tracking of problem activity.

(vii) **Configuration Management database (CMDB)**

- a. The Configuration Management Database should support multiple datasets with federation and reconciliation facilities so as to get data from various discovery tools and also through manual import process
- b. Reconciliation of data should be possible with multiple data providers based on common attributes and ability to define precedence rules on attributes
- c. Federation of external data sources should be possible with ability to store common attributes inside CMDB and getting other attributes from external data sources in real time
- d. The proposed helpdesk solution must allow the IT team to see the CI relationships in pictorial format, with a specified number of relationships on single window.
- e. The CMDB should have built-in drift management capabilities to capture and report on infrastructure drift based on infrastructure attributes like RAM, memory, etc.
- f. Should provide Attribute-level normalization and reconciliation to leverage existing data from external sources and realize the goal of having one

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dependable source of configuration data.

(viii) **Service level Management**

- a. Solution should support comprehensive SLA management platform
- b. Manage service levels for delivery and support of business services
- c. Must allow creating and applying various operational level parameters to Incidents, Requests, Changes, and Release management modules.
- d. Real-time visualization of service level targets, penalties.
- e. The module should link available support hours to service levels when calculating deadlines as well as suspend SLA calculation for certain criteria – ex. 'pending information from customer'
- f. The SLM module should integrate with incident and problem management to automate escalation, and notification activities based on response and resolution targets
- g. It should also integrate with change management to provide access to service level agreement details, implementation windows, change blackout periods, and availability requirements
- h. The application should have a predefined/customizable field to indicate & track the progress/status of the lifecycle of ticket(s). It should contain predefined status codes and allow defining new status codes
- i. The tool should provide an audit trail, tracking & monitoring for record information and updates from opening through fulfilment to closure For example: IDs of individuals or groups opening, updating & closing records; dates / times of status & activities updates, etc.

(ix) **Dashboard Reporting**

- a. The Solution should provide a centralized Dashboard that picks up relevant business metrics from the service management solution giving at-a-glance visibility to key operational initiatives.
- b. GoG/DST assigned staff members should be able to graphically view the health of their business services and its related ticket KPI's pertaining to different categories and departments configured in Service management tool.
- c. These dashboards need to be dynamic that allows user to drag and drop these metrics and create custom dashboards without any coding.
- d. The Dashboards should support rich formatting capabilities to represent the data in different chart formats.

e) **Business Services Dashboard**

- (i) Proposed Business Services Dashboard should provide flexible, role-based dashboards (for IT executives and service owners of GoG/DST) and operational consoles (for operations managers in NOC and technical staff) for a common understanding of service status, risks and quality problems.
- (ii) The proposed Business Services Dashboard Solution must enable intelligent service modeling by importing IT components (like network

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devices, server resources, applications, transactions etc.) from the management tools that directly manage infrastructure and applications:

- (iii) The Service Dashboard should display business service status in real-time.
- (iv) *It should be possible to determine impact of network faults and performance degradation on customer services. .*
- (v) Solution should perform cross domain correlation between network alarms and degraded performance data received from multiple domains.
- (vi) Solution should show the real time status of real time status of service problems for all the underline impacted services.
- (vii) The Business Process Views should have capability to provide business oriented views of the IT infrastructure management.

f) **Service Level Management**

Service Level Management will be one of the crucial functions of Network Operations Center. SI's must propose a full fledged Service Level Management System that helps define, document, monitor, measure, report, and review the level of IT Services.

- (i) SI's must propose a full-fledged Service Level Management Solution that allows for tracking of various service level performances of IT Infrastructure and vendor performance.
- (ii) The product should be able to measure, collect, and import performance and SLA data from a wide range of sources, including performance Management modules
- (iii) The SLM System should help to compute the automated weighted average score of the SLA metrics and arrive at the monthly/quarterly/half-yearly/yearly service penalties as per the contract/SLA with different agencies
- (iv) The solution should support SLA violations alerts during the tracking period.
- (v) The solution should support the creation of different contracts which are currently underpinning with vendors.
- (vi) The solution should support managing and maintaining a full history of an SLA.
- (vii) Solution should support SLA violations in context of effective "impact" .
- (viii) The solution must provide a flexible framework for collecting and managing service level templates including Service Definition, Service Level Metrics, Penalties and other performance indicators measured across infrastructure and vendors
- (ix) The solution must have a unified repository to capture and manage all service level templates.
- (x) The solution must provide detailed control/methodology of the metrics that are being collected

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- (xi) The solution must contain out-of-the-box content for best practices frameworks such as ITIL.
- ~~(xii)~~ The solution must support the concept of service templates, Service templates grouping and metric groupings.
- (xiii) The solution must allow for grouping and composition of Services
- (xiv) The solution must have a pre-configured catalog of reusable Service Level Calculations and Aggregation methods.
- (xv) The solution provide document repository capabilities for supplemental documents associated with SLAs, SLA Management & Reporting process
- (xvi) The solution must support management of service level agreement in a central repository.
- (xvii) Creating of new service level agreements must be easy to be used by business and non-technical users.
- (xviii) The creation of SLA must be done via a Wizard driven interface
- (xix) The solution must allow for customization of the service level agreement.
- (xx) The solution must have the ability to define and calculate key performance indicators (KPIs) from an End to End Business Service delivery perspective.
- (xxi) The solution must support dependencies between business and technical metrics.
- (xxii) The solution must support dependencies between supplier's contracts and internal or external contracts.
- (xxiii) The solution must support weighting of Service Level Indicators
- (xxiv) The solution must have the ability to manage multiple SLAs for the same contract party
- (xxv) Manage scheduled and un-scheduled maintenance windows
- (xxvi) The solution must support SLA approval/validation workflow
- (xxvii) The solution support role base access to service level agreements
- (xxviii) Links to external or internal sources can be created from within service level agreements.
- (xxix) Integration of SLA Creation & Reporting/Monitoring modules
- (xxx) The solution must support aggregation and correlation of performance data relatively to contractual agreements.
- (xxxi) The solution should be an integrated with Business dashboard
- (xxxii) View of Contract Parties & current SLA delivery levels
- (xxxiii) View of Services & current SLA performance
- (xxxiv) The solution must support standard and user configurable aggregation
- (xxxv) The solution supports SLA Alerts escalation and approval process.
- (xxxvi) The solution must make it possible to find the underlying events that cause the service level contract to fail.
- ~~(xxxvii)~~ The solution must provide annotation capabilities that must appear in reports generated against the service level.
- (xxxviii) Timing for collection of data is configurable.

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- (xxxix) Ability to define Adapters to data source in a visual manner without coding.
- (xl) Design, customize, & Generate reports easily & based on User Roles
- (xli) The system must include the ability to generate customer SLA document from SLA information entered in the solution
- (xlii) The solution must allow for reporting across customers, Type of Customer, Business unit, Service, Product any configured area of measurement.
- (xliii) Reports should be created in a friendly manner using visual tools and wizards without any code or database query configuration.
- (xliv) Report module and SLA Management module must be integrated to provide ease-of reports configuration and execution.
- (xlv) The solution must support data integrity in reports correlation and present the end users indication regarding reports which includes data manipulations, corrections and exceptions,
- (xlvi) The solution must allow the distribution of reports to appropriate roles/ people, through Web-based interface/ Web Portal, or via email.
- (xlvii) The solution must support single sign-on as well as integrate LDAP for user login and authentication.

g) IT Asset Management

SI must propose an IT Asset Inventory Management Solution that shall enable centralized and automated management of IT assets governed from Central Site.

- (i) Solution must be able to discovery IT Assets for Inventory Management Purposes
- (ii) The discovered IT Assets must be maintained in a single IT Asset Repository database for better and single pane of glass visibility for all IT Assets
- (iii) The discovery should have feature of scheduling the discovery at specific periods
- (iv) The discovery solution or IT Asset Management solution should also support IT Asset inventory import from other data sources such as excel inventory, monitoring tools like Network Monitoring tool for a holistic IT Asset Inventory collection.
- (v) IT Asset Management solution must be able to integrate with proposed monitoring solutions to perform auto discover into Asset Management database.
- (vi) Solution must be able to track Warranty / AMC of all IT Assets

h) Network Configuration Automation

- (i) The Network Monitoring Solution must also have Configuration Automation feature for the monitored compatible devices.
- (ii) The system should be able to clearly identify configuration changes as

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root cause of network problems.

- (iii) The system should support secure device configuration capture and upload and thereby detect inconsistent “running” and “startup” configurations and alert the administrators.
- (iv) The proposed system should be able to administer configuration changes to network elements by providing toolkits to automate the following administrative tasks of effecting configuration changes to network elements:
 - a) Capture running configuration
 - b) Capture startup configuration
 - c) Upload configuration
 - d) Write startup configuration
 - e) Upload firmware
- (v) The proposed fault management solution must able to perform “load & merge” configuration changes to multiple network devices
- (vi) The proposed fault management solution must able to perform real-time or scheduled capture of device configurations
- (vii) The proposed fault management solution must able to store historical device configurations captured in the database and thereby enable comparison of current device configuration against a previously captured configuration as well as compare the current configuration against any user-defined standard baseline configuration policy.

2.4.3 Successful bidder shall provide the following:

- (a) NMS reports including Bandwidth utilization report & Link up-time report & network equipment health check report on a monthly, daily basis.
- (b) Change management carried out by Helpdesk operation.
- (c) Network Device Performance Report for SC-DC-TC and other priority offices, Weekly Monthly.
- (d) Change management report – Monthly
- (e) New Location Connectivity –Weekly, Monthly
- (f) Asset Report Location wise – Monthly
- (g) Help Desk Report – Daily, Weekly , Monthly
- (h) NetQOS Report about utilization of Network protocol and GOG applications.
- (i) Vendor SLA Violation Report – Weekly , Monthly
- (j) Audit Report – Monthly
- (k) Network Utilization Report – Monthly
- (l) Network performance after Integration (with other network) Reports – every 6 months.
- (m) VC & other Web Event completion report –Monthly
- (n) Preventive Maintenance Report - Quarterly

- 2.4.4** Successful bidder shall have to consult TENDERER for finalizing the report formats and frequency formulating a Communication Plan prior to the start of services. Successful bidder shall also enable the GoG designated Officer to be able to view any

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(up-to-date/ historical) reports related to GSWAN and GSDC at any point of time via a Web-based interface to the NMS.

2.4.5 Bidder should also provide on-line Dashboard where, DST can get summary view of GSWAN and GSDC Connectivity and Health Status.

2.4.6 Successful bidder would generate and provide Reports as stated below periodically. Bidder shall also be under obligation to provide any other reports as asked by DST, GoG or its representatives.

2.4.7 General Reporting Features:

- (a) Shall be able to present the reports through web, and also generate “PDF” version reports of the same.
- (b) Should provide user flexibility to create customized reports according to the user privilege level.
- (c) Should provide information regarding capacity utilization and error statistics for physical and logical WAN links
- (d) Should create reports on trend analysis and capacity planning from historical data and also by considering Mean Time Between Failure (MTBF) of equipment.
- (e) Should be capable to send the reports through e-mail to predefined user at pre-defined interval.
- (f) Should have capability to exclude the planned downtimes from SLA.
- (g) Should be able to generate web based reports both in near real time and historical data for supported devices.

2.4.8 Availability Reports

- (a) Overall Network Availability and Uptime Report on Daily, Weekly, Monthly, Yearly basis through GUI.
- (b) Uptime & Availability Report for Vendor/Service provider; MPLS network, Leased Lines, LAN, Server on Daily, Weekly, Monthly, Yearly basis.
- (c) Uptime & Availability Report on Network Devices: Router, Switch, Security Appliance on Daily, Weekly, Monthly, Yearly basis.
- (d) Uptime & Availability Report of UPS at State, District & Taluka level on Daily, Weekly, Monthly, Yearly basis.
- (e) Mean Time To Acknowledge (MTTA) and Mean Time To Repair (MTTR) Reports.

2.4.9 Performance Reports

- (a) Overall Network Device Performance (Router, Switch, Security Appliance) – CPU and Memory Utilized at State, District & Taluka level.
- (b) Every Link Input/Output Utilization (percentage, bps, kbps, mbps, octets/sec) on Leased Line, Wireless, Trunks between Switches, Link errors (Leased Lines, ISDN, Trunks, etc).
- (c) Should be able to indicate the Network Latency, Flapping Links, Changed Link Metrics, Prefix List and New Prefixes on each leased links at State, District & Taluka level.
- (d) Trend report based on Historical Information.

2.4.10 SLA Based Report:

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- (a) Should be able to do computation of SLA for entire GSDC and GSWAN network and Individual links
- (b) *Should be able to generate automated Daily, Weekly, Monthly, Quarterly and Yearly SLA reports*
- (c) Should be able to present “At-a-Glance” report comprising critical SLA parameters
- (d) Should provide component level report.

2.4.11 Inventory Status Report:

- (a) Equipment Inventory report –device name, device part number & serial number, device model number deployed at SC, DC & TC level.
- (b) Change Management report - change audit reports, changes by user and change detail reports provide immediate visibility into whether or not the defined CCM process is working and being followed.

2.4.12 Event & Fault Management Report

- (a) Should provide details about the number of complaints received due to failure of network devices and Voice devices.
- (b) Should provide the exact time and date when the complaints was resolved on daily, monthly and yearly basis. This should include the time taken to resolve the complaint and the reason due to which fault had occurred.

2.5 Quality of Service (QoS)

- 2.5.1** Successful bidder shall configure quality of service (QoS) parameters on network switching and routing devices for end-to-end QoS for voice, video and other critical traffic over the network. Successful bidder shall configure network management policies for managing all the network and security devices using network management systems. Bidder will also be responsible for generating NETQOS reports from NMS tool and adhering to such policies that are issued from time to time by GoG.

2.6 Helpdesk / Contact Centre

- 2.6.1** For servicing the GSDC users, currently following Helpdesk/Contact centre has been installed at Gandhinagar for providing Helpdesk services to GSWAN and GSDC users. (Contact centre solution: Cisco BE7H-M4-K9 with all required Hardware, Software, cables, tools, accessories etc. for contract centre solution)
The Helpdesk would be operated by a Third Party vendor appointed by TENDERER. The Bidder is required to provide following support under Helpdesk service.
 - The Helpdesk should allow GSDC users to log queries / complaints on a centralized phone number, which should be resolved as per the Service Level requirements.
 - The helpdesk queries / complaints related to connectivity, security, configuration or any other issues which relate to the usage of GSDC should be handled by the Helpdesk. Daily report of calls logged and resolved should be generated and submitted to GoG.
 - GoG has implemented the Helpdesk Centre from NOC. Bidder is responsible to maintain the required hardware, Helpdesk Software and licenses to setup this Helpdesk during entire contract period.

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- The Helpdesk software should be able to take care of classification, automatic escalation, management, status tracking and reporting of incidents as expected by the service level requirements.
- Status tracking should be available to GSDC users through the centralized Help Desk number as well as online through software. Helpdesk software should also give a report on status of calls and violation of SLAs during disposal of such calls. Bidder shall be responsible to provide training to the Call Centre Agents to use the Helpdesk Software. Bidder shall deploy one resource to coordinate with the Helpdesk team to assign priorities to tickets generated.
- Bidder is required to provide additional UMI for chat boat facility on Whatsapp (on registered mobile) as well as on GSWAN web page, FAQ and Navigation to register complaints in Helpdesk tool with possible answers for the same. It is required to be prepared in consulting with TENDERER. To implement this chat boat facility required compute power and storage can be used of GSDC. To implement this solution in premises of SDC, if any additional Operating System (OS), Data Base (DB) is required, bidder has to account the same in future on its own .

2.6.2 Problem Resolution and Sign-Off

GSDC users would report any network related problem through online Helpdesk interface or by calling the Centralized Helpdesk number. The severity of the call will be automatically decided according to the Helpdesk Severity Matrix detailed in the SLA section. The Bidder will keep track of Helpdesk performance. This online report would contain:

- (a) Trouble Ticket Number as generated in the Online System
- (b) Time at which the problem was logged
- (c) Problem Description
- (d) Customer Details – Contact and Location
- (e) Helpdesk Engineer
- (f) Problem Resolution Time
- (g) Cause of problem

2.9 Operations & Maintenance of Gujarat State Data Centre (GSDC)

2.9.1 The scope of work to be undertaken by the bidder for Operations, Management and Comprehensive Annual Maintenance Contract (CAMC) of the IT & Non-IT Infrastructure for the Gujarat State Data Centre (GSDC) is mentioned below.

- (a) The selected bidder shall be responsible for O&M and CAMC of all IT and Non-IT Infrastructure installed in GSDC. The list of equipment, period to be covered under O&M and CAMC is placed as GSDC Annexures for O&M and CAMC
- (b) The selected bidder shall ensure an uptime of 99.741% on monthly basis for both IT and Non-IT Infrastructure components.
- (c) Bidder must produce Standard Operating Procedures (SOPs), processes, Technical design/architecture, layouts/templates and must be well documented for operating each IT and Non-IT Infrastructure components and should be kept updated with most recent changes.

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(d) The scope of work during the operations phase should cover but not limited to following areas:

- (i) System, Servers, Storage, Database, Security & Network - Administration, Configuration, Hardening, Maintenance and Operations Management
- (ii) Backup and Restore Services
- (iii) Preventive and Corrective Maintenance
- (iv) Asset Management Services
- (v) Vendor Management Services
- (vi) Email/Messaging Services
- (vii) GoG on premise private cloud services
- (viii) MIS Reports (monthly, quarterly or as and when asked by DST)
- (ix) Implementation and Compliance of ISO Standards (existing 27001:2013 and 20000:2018). Bidder shall ensure the ISO Certification is kept current and updated during the Contract period without additional cost
- (x) Application and Website Hosting Management
- (xi) Patch Release Update management
- (xii) Software (Operating System, Anti-Virus, Enterprise Management Suite, Spam & URL filter etc.) - Administration, Configuration, Hardening, Maintenance and Operations Management
- (xiii) Non-IT Infrastructure Management and Maintenance shall include equipment/components but not limited to Transformers, Circuit Breaker, DG Set, Electrical/Mechanical components, UPSs, battery banks, electrical cables, industrial sockets, Fire and Safety system, water leakage detection system, Building Management System (BMS), Surveillance systems (CCTV), Access control, Public Address System, Pest and rodent repellent system, Civil Infrastructure, Racks, Power Distribution Unit (PDUs), Precision Air Conditioners (PAC), False Ceiling, Data Centre Floor and NOC Area etc. The detailed list of Non-IT Infrastructure Items is placed at GSDC Annexures for Non IT/ CAMC
- (xiv) GSDC covers approx. 4500 Sq. of area (Server, Network and Utility area), 1400 Sq. ft. of expansion area and 2500 Sq. ft. of NOC-Office area, the responsibility of the selected bidder for O&M purposes.

2.9.2 The scope of work is not only limited to currently deployed IT and Non-IT Infrastructure components at Gujarat State Data Centre but also includes O&M for any additional equipment/devices/hardware/software that is supposed to be deployed at SDC during the contract period of 5 years.

2.9.3 Agency will be responsible for O&M for any additional equipment/devices/hardware/software procured by DST, 1% of the cost exclusive of applicable taxes for each additional equipment/devices/hardware/ software component, per annum would be applicable for additional payment as part of O&M and SLA of 99.741% uptime and other applicable SLAs if any as defined by TENDERER will be enforced on additional equipment /devices /hardware /software.

2.9.4 Agency will be responsible for CAMC for any additional equipment /devices/

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hardware/software procured by DST, 7% of the cost exclusive of applicable taxes for each additional equipment/ devices/ hardware /software component, per annum would be applicable for additional payment as part of CAMC and SLA of 99.741% uptime and other applicable SLAs if any as defined by TENDERER will be enforced on additional equipment /devices /hardware /software.

2.9.5 Bidder has to maintain, manage and provide end to end support for the current and future in-house developed application(s) at GSDC in line with DST requirement. Currently GSDC has developed ADVAIT portal which having multiple application/OSS tools like GSDC Dashboard, GSDC-VC (Jitsi), GSDC-Drive (SFTP server), GSDC-Git (Gitea server), GSDC-LMS (Moodle), GSDC-API-Gateway (WSO2), GSDC-ClouhDB (No-SQL), GSDC-ELK (presentation tool).

2.9.6 Currently GSDC has provided few co-location service to dept./agency like GUVNL, IFMS, GFGNL, eGujCop, CTD, CoT, CTP etc. Bidder has to co-ordinate with respective dept./agencies for the infrastructure support.

2.9.7 Following services shall be provided by the O&M agency under the basic infrastructure services, but not limited to the following:

- (a) Ensure availability (99.741%) of the SDC IT & Non-IT infrastructure
- (b) Facilitate hosting of departmental application, websites and infrastructure at the SDC.
- (c) Ensure proactive maintenance of IT and Non-IT Infrastructure components and repair or replacement of defective IT Infrastructure components deployed at the SDC which is under valid AMC contract.
- (d) TENDERER may procure necessary software licenses as required from time to time and the same shall be implemented, customized and managed by the O&M agency.
- (e) Any IT and non-IT component (for the devices whose AMC is included) that is reported to be faulty / non-functional on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame agreed upon in the Service Level Agreement (SLA). The selected bidder shall ensure that the uptime commitment as per SLA is met.

2.10 Operations & Maintenance of GoG on premise Private Cloud Enabled IT Infrastructure

2.10.1 The Successful bidder (O&M operator) would be responsible for end-to-end operation and Maintenance of the Entire Cloud Enabled Infrastructure, provisioning, OS installation, application hosting and support, DB support and any other technical support related to application / website hosting etc.

2.10.2 The successful bidder would be responsible to ensure that any Vulnerability or security advisory, as notify by CERT-IN, NCIIPC, NIC-CERT, OEM and any other agency should be fixed/complied as per the SLA. The successful bidder (O&M operator) would keep track of such notification and intimate concern authority at GSDC and TENDERER immediately.

2.10.3 The Successful bidder (O&M operator) would be responsible of hosting of various departmental application on Cloud/server infrastructure as per the direction of TENDERER.

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- 2.10.4 The Successful bidder (O&M operator) would be responsible to prepare checklist which is to be used or filled by the various line departments/ board/ corporation for services that would be hosted or migrated in GSDC cloud infrastructure.
- 2.10.5 The Successful bidder (O&M operator) would be responsible to ensure that the application to be deployed does not disrupt the GSDC operations and affect other GSDC infrastructure in terms of performance and security.
- 2.10.6 The Successful bidder (O&M operator) would be responsible for configuration of server parameter, Operating systems administration and tuning.
- 2.10.7 The Successful bidder (O&M operator) would be responsible for operating system administrating, including but not limited to management of users, processes, resource contention, preventive maintenance of updates & patches to ensure that the system is up to date.
- 2.10.8 The Successful bidder (O&M operator) would be responsible for Re-installation in the event of system crash/failure.
- 2.10.9 The Successful bidder (O&M operator) would be responsible for maintenance of a log of the performance monitoring of servers including but not limited to monitoring CPU, disk space, memory utilization, I/O utilization, network utilization, cluster parameters etc.
- 2.10.10 The Successful bidder (O&M operator) would be responsible for event log analysis generated in all the sub systems including but not limited to cloud tools, servers, operating systems, applications etc.
- 2.10.11 The Successful bidder (O&M operator) would be responsible for ensuring that the logs are backed up and truncated at regular intervals.
- 2.10.12 The Successful bidder (O&M operator) would be responsible for periodic health check of the systems, troubleshooting problems, analyzing and implementing rectification measures.
- 2.10.13 The Successful bidder (O&M operator) would be responsible to ensure the upkeep of existing systems that would be reused and incorporate necessary changes for new applications if any during the tenure of the contract.
- 2.10.14 The Successful bidder (O&M operator) would be responsible for identification, diagnosis and resolution of problem areas to the Cloud infrastructure and application, database and maintenance of assured SLA levels.
- 2.10.15 The Successful bidder (O&M operator) would be responsible for preparing, implementation and maintenance of standard operating procedures for maintenance of the infrastructure based on the state's policies.
- 2.10.16 The Successful bidder (O&M operator) would be responsible to take backup of operating system, Virtual Machines and application as per stipulated policies of GSDC.
- 2.10.17 The Successful bidder (O&M operator) would be responsible for monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies.
- 2.10.18 The Successful bidder (O&M operator) would be responsible for Real time monitoring, log maintenance and reporting of backup status on regular basis.
- 2.10.19 The Successful bidder (O&M operator) would be responsible for prompt problem

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resolution in case of failures in the backup processes.

- 2.10.20 The Successful bidder (O&M operator) would be responsible for preparing various MIS reports on Daily/Weekly/Monthly/Quarterly basis. These MIS reports would be contained (but not limited to) Log of backup and restoration, Summary of systems rebooted, summary of issues/complaints logged with the OEMs. Summary of changes undertaken in the Cloud infrastructure major changes like configuration changes, patch updates, etc. and minor changes like log truncation, volume expansion, user creation, user passwords reset, etc. Virtualization layer patch update status of all servers including the Virtual Machine running on it. Component wise server as well as Virtual Machines availability and resources Utilization. Summary of any revamped hosting on the Cloud Infrastructure. Consolidated SLA/ (Non)-conformance report. Summary of component wise uptime. Log of preventive/ Scheduled maintenance undertaken. Details of Patch, updates, Vulnerability fixes released and implementation status of same. Details of break-fix maintenance undertaken. Consolidated component wise availability and resource utilization. Reports as directed by the State for SLA calculation. Further, any other reports as directed by TENDERER/GSDC composite team.
- 2.10.21 The Successful bidder (O&M operator) would be responsible for knowledge transfer, Operating manuals and SOP's included (but not limited to) Various checklists prepared for cloud enablement of application, details of services that are already hosted on the Cloud infrastructure. Installation and configuration details of hardware and software deployed. Contract details of OEM and representative for onsite warranty and back-to-back OEM support. Any other details that may be required by TENDERER/GSDC.
- 2.10.22 The details of cloud infrastructure, tools and licenses installed are listed in relevant annexures.

2.11 IT Infrastructure Security Administration

- 2.11.1 The activities to be carried out under security administration shall include, but not limited to the following:
 - (a) Addressing the ongoing needs of Security Management including, Monitoring and Management of various devices / tools such as Firewall, SIEM Tool, Intrusion Prevention System, Content Filtering and URL Blocking, Virus Protection, Load Balancer, W A F, DMZs, VLANs, Proxy and vulnerability protection through implementation of proper patches and rules as per best practices.
 - (b) Carrying out periodic Vulnerability Analysis and Penetration Testing (VAPT) to ensure that SDC systems and network are safe and secure. This activity has to be performed atleast once in month and on need basis as per GOG instructions.
 - (c) Maintaining an updated knowledge base of all the published security vulnerabilities and virus threats for related software and microcode etc.
 - (d) Ensuring that patches/workarounds for identified vulnerabilities are patched/ blocked immediately.
 - (e) Respond to security breaches or other security incidents and ensure that workaround / patches are made available for the same.
 - (f) Provide a well-designed access management system, security of physical and digital IT assets, data and network security, backup and recovery etc.

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- (g) Maintenance and management of IT security devices, including, but not limited for maintaining firewall services to restrict network protocols and traffic, detecting intrusions or unauthorized access to networks, systems, services, applications or data, protecting email gateways, firewalls, servers, from viruses.
- (h) Ensuring that the IT security policy is maintained and updates to the same are made regularly as per ISO 27001:2013, ISO 20000:2018 guidelines.
- (i) Access Control Management
 - (i) Audit Trail and Log Analysis
 - (ii) Establishing and monitoring access control
- (j) Firewall policy management which will include the Configuration & Patch Management Intrusion Detection System Management: This arrangement shall include Incident Handling and recovery. The Incident Handling Procedure (IHP) has to be followed as per the guidelines drawn by the DST, GoG. This would also include virus and spam control, policy configuration & management. The audit logs shall be maintained by the Bidder for review. The bidder would also establish counter measures that are needed for the perceived risks. The bidder shall establish the counter measures to mitigate the risk.
- (k) The successful bidder would be responsible to ensure that any Vulnerability or security advisory, as notify by CERT-IN, NCIIPC, NIC-CERT, OEM and any other agency should be fixed/complied as per the SLA. The successful bidder (O&M operator) would keep track of such notification and intimate concern authority at GSDC and TENDERER immediately.

2.12 Vendor Management Services

2.12.1 The activities shall include, but not limited to the following:

- (a) O&M agency shall coordinate and follow-up with all the relevant vendors of the State User Department to ensure that the user problems and issues are resolved in accordance with the SLAs agreed upon with them by updating the GIL / DST, GOG as and when deviation in the SLA is reported.
- (b) O&M agency shall also ensure that unresolved issues are escalated to respective user departments / GIL / DST, GOG in accordance with the escalation matrix.
- (c) O&M agency shall also coordinate with Chief Information Officers (CIOs) / Officers designated by the User Departments who would host their IT infrastructure at the SDC and ensure that the issues are resolved in accordance with the SLA signed between the User Departments and their vendors/ Application Developers. O&M agency shall maintain a track of SLA performance for such vendors.
- (d) O&M agency shall maintain database of the CIOs / designated officers and various vendors with details like contact person, telephone nos., escalation matrix, response time and resolution time commitments etc.
- (e) O&M agency shall draw a consolidated monthly SLA performance report as defined by the GIL / DST, GOG / Departments across vendors for consideration of the user departments. (Monthly & Quarterly - for GSDC)

2.13 License Management

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2.13.1 The activities shall include, but not limited to the following:

- (a) All the software licenses should be in the name of Government of Gujarat.
- (b) O&M agency shall keep the record of all the software licenses and track software usage throughout the IT setup so as to effectively manage the risk of effective usage of software installed at the SDC.
- (c) The O&M agency shall avoid the unauthorized usage of Licensed Software. In the event of any claim asserted by Third Party of Infringement of Copyright, Patent or Trademark arising from the use of IT components or software, the O&M agency shall be entirely responsible to extinguish such a claim. If the O&M agency fails to comply and the DST, GOG is required to pay the compensation to the Third Party resulting from such infringement, the O&M agency shall be responsible for the compensation including all expenses, court costs and lawyer fees.
- (d) Bidder is responsible for overall license management.

2.14 Email/Messaging Services:

2.14.1 Currently MS Exchange 2016 is being used for an e-mail service. The activities shall include, but not limited to the following:

- (a) End-to-end management of messaging systems
- (b) Administration of mail servers
- (c) Monitoring performance and management of user accounts, mail boxes, mail protocols and address book.
- (d) Backup and archival management.
- (e) Transactional log management.
- (f) Implementation of mail policies as defined by the State and in accordance with the prevailing Cyber laws , including, user security, access control, encryption, mail box sizes, mail sizes, spam, content filtering, etc.
- (g) Management and monitoring mail queues, mail routing of incoming and outgoing Internet mail.
- (h) The O&M agency shall be responsible for
 - (i) Maintaining the messaging application and individual mailboxes,
 - (ii) Adding / removing Mail IDs with permission from DST.
 - (iii) Troubleshooting any problems in the messaging system and messaging client.
 - (iv) Monitoring the mailbox usage.
 - (v) Ensuring timely delivery of mails.
 - (vi) Keeping a track on the mails getting dropped and taking backups of the mailboxes at regular intervals.
 - (vii) Purging and compaction of mail boxes at regular intervals for optimum utilization of resources as per the policies.
 - (viii) Monitoring the performance statistics including mail server utilization statistics, memory management, CPU utilization and disk space utilization according to the Service level agreement.
 - (ix) Deployment of SPAM filter and monitoring mechanism.
 - (x) Maintaining and troubleshooting spam/content filter applications
 - (xi) Regular updation of Blacklist / whitelist and manual spam filter rules.

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- (xii) Operate and Manage Gateway Level content filtering/mining mechanism.
- (xiii) Prepare log report from messaging system including Anti-Spam and Content Filtering for reporting the incidents of SPAM mails, Virus Mails and Accessing the restricted sites/contents. The report to be submitted to TENDERER on periodic basis for review and taking corrective actions.
- (xiv) Manage gateway level SMTP antivirus and Anti-spam solution.
- (xv) Security and Maintaining Confidentiality, Integrity and Availability of the E-Mail Data and Services.
- (xvi) All incoming and outgoing mail traffic shall be routed through gateway anti-virus and checked/ verified to be malicious content free.
- (xvii) In house OTP based password change solution has been implemented by existing DCO. Bidder is responsible for overall end2end support for existing OTP solution or bidder may provide equivalent or better OTP solution.

2.15 Server Administration and Management Services (all servers including Cloud infra)

2.15.1 The activities shall include, but not limited to the following:

- (a) Installation and Configuration of server, Hardware & OS parameters, operating systems administration and tuning.
- (b) Operating system administration, including but not limited to management of users, processes, resource contention, preventive maintenance and management of upgrades including migration to higher versions and patches to ensure that the system is properly updated.
- (c) Installation/Re-installation of the Operating System for newly procured hardware/software licenses or in the event of system crash/failures.
- (d) Maintenance of a log of the performance monitoring of servers including but not limited to monitoring CPU, disk space, memory utilization, I/O utilization, network utilization (server network card bandwidth utilization) etc.
- (e) 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.
- (f) Periodic health check of the systems, troubleshooting problems, analyzing and implementing rectification measures.
- (g) 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.
- (h) Troubleshooting issues in the infrastructure, network and applications to determine the areas where fixes are required and ensure resolution of the same.
- (i) Identification, diagnosis and resolution of problem areas pertaining to the SDC's IT Infrastructure and application and maintenance of assured SLA levels.
- (j) Implementation and maintenance of standard operating procedures for maintenance of the IT infrastructure based on the State's policies.
- (k) Management of the user names, roles and passwords of all the relevant subsystems, including, but not limited to servers, applications, devices, etc.
- (l) System administration activities shall include tasks including but not limited to setting up the servers, executing hardware upgrades, hardening and software

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updates when necessary.

- (m) Recommend required preventive maintenance plan to the GIL / DST, GOG and should prepare schedule accordingly.
- (n) Necessary information as and when requested by the GIL / DST, GOG.
- (o) Coordination with the GIL / DST, GOG for smooth functioning of the services.

2.16 Storage Administration and Management Services

2.16.1 The activities shall include, but not limited to the following:

- (a) Configuration of the storage system at SDC.
- (b) Management of storage environment to maintain performance at desired optimum levels.
- (c) Development of storage management policy, configuration and management of disk array, SAN fabric / switches, NAS, tape library, VTL etc.
- (d) 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.
- (e) Provide reports on storage performance, growth, trend analysis and other reports as and when asked by GSDC/TENDERER

2.17 Backup and Restore Services

2.17.1 The activities shall include, but not limited to the following:

- (a) Backup of database and application as per stipulated policies at the SDC.
- (b) The backup of necessary data/information will be carried out by the O&M agency in consultation with TENDERER. The backup schedule like daily, weekly, monthly should be designed and implemented by the Bidder. Bidder will have to submit these backup reports periodically to the TENDERER.
- (c) Ensuring prompt execution of on-demand backups/restoration of volumes, files and database applications whenever required by User Departments 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. Prompt problem resolution in case of failures in the backup processes.
- (e) Media management including, but not limited to, tagging, cross-referencing, storing, logging, testing, and vaulting in fire proof cabinets.
- (f) Physical security of the media stored in fire resistant cabinets
- (g) Drill activity for the backup and restore to be done by the O&M agency. The application vendor will provide the assistance to the O&M agency as and when required regarding the drill activity and the O&M agency would be responsible to take the back up in concurrence with the application vendor and GIL / GoG in accordance with the defined back up policy.
- (h) Off-Site backup of the database and the applications as per stipulated policies shall be carried out by the O&M agency for SDC.
- (i) O&M agency should be responsible for successful DC-DR replication.

2.18 Installation and Configuration of Application Infrastructure

2.18.1 O&M agency shall provide installation and configuration support for the application

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infrastructure to be hosted by User Departments. The activities shall include, but not limited to the following:

- (a) O&M agency shall undertake pre-installation planning at the State Data Centre.
- (b) O&M agency shall be responsible for co-ordination during the commissioning of the storage, network & security components and related basic infrastructure at the SDC.
- (c) O&M agency shall carry out the planning and layout design for the placement of equipment in the SDC in consultation with the existing Implementation Partner. The plan and layout design should be developed in a manner so as to optimally and efficiently use the resources and facilities being provisioned at SDC.
- (d) The plan and design documents for the departmental application servers, thus developed shall be submitted to the user departments for approval and the acceptance would be obtained prior to commencement of installation.
- (e) The O&M Agency shall carry out Server, OS, Application, Database & Services Hardening as per Best Practices and GSDC Guidelines. The O&M Agency shall also check & verify that the Application Infrastructure (both Hardware and Software) is in compliance with GSDC's policy, process & procedures/Guidelines.

2.19 Integration Testing

2.19.1 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 infrastructure in terms of performance and security. The technical tasks (Functional, performance, security and Load testing) to be carried out shall include, but not limited to the following:

- (a) Functional Testing: Ensuring that the application functionality as described by the department works adequately on the SDC environment.
- (b) Performance Testing: Ensuring that the application meets expressed performance requirements on the SDC servers by using performance test tools and performance monitoring tools
- (c) Security Testing: Testing for exploitable application security weaknesses that undermine the application security or the security of the infrastructure.

2.20 MIS Reports (For GSDC)

2.20.1 O&M agency shall submit the reports on a regular basis in a mutually decided format. The following is only an indicative list of MIS reports that may be submitted to the TENDERER:

- (a) Daily reports
 - (i) Summary of issues / complaints logged at the Help Desk
 - (ii) Summary of resolved, unresolved and escalated issues / complaints
 - (iii) Summary of resolved, unresolved and escalated issues / complaints to vendors.
 - (iv) Log of backup and restoration undertaken.
 - (v) Security Incidents
 - (vi) Component wise Report (Server, Network, Security devices, SAN/NAS, Backup, Website Updation, etc.)
- (b) Weekly Reports
 - (i) Issues/Complaints Analysis report for virus calls, call trend, call history, etc.

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- (ii) Summary of systems rebooted.
- (iii) Summary of issues / complaints logged with the OEMs.
- (iv) Security Incidents
- (v) Inventory of spare parts in the SDC.
- (vi) Summary of changes undertaken in the Data Centre including major changes like configuration changes, patch upgrades, database reorganization, storage reorganization, etc. and minor changes like log truncation, volume expansion, user creation, user password reset, etc.
- (c) Monthly reports
 - (i) Component wise IT infrastructure availability and resource utilization
 - (ii) Consolidated SLA / (non)-conformance report.
 - (iii) Summary of component wise Data Centre uptime.
 - (iv) Summary of changes in the Data Centre.
 - (v) Security Incidents
 - (vi) Log of preventive / scheduled maintenance undertaken
 - (vii) Log of break-fix maintenance undertaken.
 - (viii) Consolidated component-wise Non-IT and IT infrastructure availability and resource utilization.
- (d) Half-yearly Reports
 - (i) Data Centre Security Audit Report
 - (ii) IT infrastructure Upgrade / Obsolescence Report
 - (iii) Risk Assessment, Risk Management and Risk treatment Report
- (e) Incident Reporting
 - (i) Detection of security vulnerability with the available solutions/workarounds for fixing.
 - (ii) DoS attacks, Hacker attacks, Virus attacks, unauthorized access, security threats, etc. – with root cause analysis and plan to fix the problems.
 - (iii) Software license violations.
- (f) MIS for reporting Attendance
 - (i) O&M agency has to report attendance on monthly basis.
- (g) MIS reports related to Application Enhancements
- (h) The O&M agency shall submit the following indicative list of deliverables for any change request, application enhancement.
 - (i) Impact Analysis Document
 - (ii) Estimation of efforts with basis of estimation and breakup of estimation
 - (iii) Tentative Project schedule
 - (iv) Code coverage results
 - (v) Unit Test cases & results along with Defect Statistics
 - (vi) System Test Plan, Cases & results (STS, STR) along with Defect Statistics
 - (vii) Integration Test Cases & results along with Defect Statistics.
 - (viii) Performance Test Report and Performance Tuning Report
 - (ix) User Training Manual
 - (x) Traceability Matrix

2.21 ISO 27001 ISMS Standards for GSDC

- 2.21.1 O&M agency is responsible for maintaining the overall Information Security posture at GSDC. The O&M agency would be responsible for establishing, operating, monitoring, reviewing, maintaining and continuously improving the Information Security Management System (ISMS) at the GSDC. The O&M agency shall be responsible for the implementation, sustenance of ISO/IEC 27000 standard and subsequent renewals/upgrades to ISO 27000 certification from the certification body such as STQC, BSI, DNV, BVQi, etc.
- 2.21.2 The regular revision/review/change of Policy, process & procedure documents as and when required is the responsibility of the O&M Agency.
- 2.21.3 O&M agency has to take consent of DST, GoG in case of any changes required in policy manual or documentation.
- 2.21.4 O&M Agency has to carry out Risk Analysis to identify and assess potential risks that could affect continuity of businesses at GSDC. O&M Agency will also be responsible to recommend and implement adequate measures such as Risk Treatment to counter/mitigate, the risks identified.
- 2.21.5 O&M Agency will responsible for preparing and carry out testing and execution of Business Continuity Plan and Disaster Recovery Plan
- 2.21.6 O&M Agency will conduct Workshops and Training sessions for all GSDC stake holders to create awareness of ISMS implementation. GSDC stake owners will be made familiar with ISMS implementation and risk management approach selected for SDC.
- 2.21.7 O&M agency will be responsible to apply and maintain the latest ISO 27001 certification for the contract duration.

2.22 ISO 20000 ITIL (Information Technology Infrastructure Library) Standard for GSDC

- 2.22.1 ISO/IEC 20000 adoption in Gujarat SDC infrastructure helps in ascertaining that the Services delivered to the GIL / DST, GOG / User Departments by the O&M agency are:
 - (a) As per the agreed Service levels
 - (b) Professionally managed with domain expertise
 - (c) Project Risks are well understood and managed
- 2.22.2 O&M agency 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, GIL / DST, GOG and User Departments.
- 2.22.3 **Methodologies for ITSM/ITIL standard:** applicable methodology shall be adopted to implement ISO 20000 standard to establish the objectives and processes necessary to deliver results in accordance with GIL / DST, GOG requirements as well as the SDC policies and to implement the processes accordingly. O&M agency 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.
- 2.22.4 Alignment of information technology services and strategy.
- 2.22.5 To create a formal framework for current service improvement projects.
- 2.22.6 To improve relationship between different departments via better definitions & more

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clarity in terms of responsibility and goals.

- 2.22.7 To create stable framework for both resource training and service management automation.
- 2.22.8 O&M Agency will conduct Workshops and Training sessions for all GSDC stake holders to create awareness of ISMS implementation. GSDC stake owners will be made familiar with ISMS implementation and risk management approach selected for SDC.
- 2.22.9 O&M agency will be responsible to apply and maintain the latest ISO 20000 certification for the contract duration

2.23 Database Administration & Management Services

- 2.23.1 The activities shall include, but not limited to the following:
 - (a) End-to-end management of database on an ongoing basis to ensure smooth functioning of the same.
 - (b) Management of changes to database schema, disk space, storage, user roles.
 - (c) Conduct code and configuration reviews to provide tuning inputs to the State / User Department in order to improve the application & DB performance or resolve bottlenecks if any.
 - (d) Performance monitoring and tuning of the databases on a regular basis including, preventive maintenance of the database as required.
 - (e) Regular backups for all databases in accordance with the backup and archive policies and conduct recovery whenever required with appropriate permissions.
 - (f) Continuous monitoring and periodic review of Database Logs, to identify performance bottlenecks, suspicious activities, signs of compromise, etc.
 - (g) Use of DBA tools related to performing database creation, maintenance, and database monitoring tasks.

2.24 Change Management

- 2.24.1 The activities shall include the following, but not limited to the following:
 - (a) Tracking the changes in hard / soft configurations, changes to applications, changes to policies, applying of upgrades / updates / patches, etc.
 - (b) 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.
 - (c) Any changes (as and when required) at the architecture or configuration level for GSDC related components is part of the O&M activity and it should be carried out by the O&M Agency.

2.25 Application Related Services

- 2.25.1 The Information in this clause shall govern the methodology by which Application Related Services shall be provided to the State Data Centre at Gandhinagar.
- 2.25.2 Application related services shall complete the entire spectrum of services to be provided by the O&M agency. The objective of application related services is to facilitate the user departments by providing them with "One Stop Shop" for their requirements. As a part of these services, the O&M agency shall provide support for bug fixes, installation of OS & required softwares, enhancements, operational support,

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and assistance to the User Department. These services have been classified under the following four categories depending upon the extent of application support that may be required by the User Departments:

- (a) Application Monitoring and troubleshooting
- (b) Website and Application hosting and management
- (c) Application Enhancement
- (d) Application Migration

2.25.3 The application hosted at the SDC will require management in the functionalities which includes, but not limited to the following:

- (a) Monitor the departmental applications on a day-to-day basis to ensure that the application functions reliably.
- (b) Monitor application to ensure that the application does not suspend, hang etc.
- (c) Monitor components, including but not limited to, Application servers, Database Servers, Web Servers, Middleware and other application servers on an ongoing basis to ensure smooth functioning of the applications.
- (d) Ability to troubleshoot problems, monitor erratic behavior through the application logs. Further, the O&M agency shall co-ordinate with application vendor for resolution of application related issues.

2.25.4 Coordinate with the application vendor / user department to manage and install patch upgrade as and when required with minimal downtime. Ensure configuration management and backups of patch to rollback in case of problems.

2.26 O&M of Physical Infrastructure

2.26.1 All the devices installed as part of the physical infrastructure should be monitored and managed on a 24x7x365 basis. The physical infrastructure management and maintenance services shall include, but not limited to the following:

- (a) Operation and management of Building Management System. Proactive monitoring of the entire Physical infrastructure installed at through Building Management Software. Current BMS tool may be upgraded/replaced.
- (b) Management of Physical Access to the premises as per the policies set by the Department of Science and Technology.
- (c) Monitoring, recording and reporting usual and unusual movements in and around the premises.
- (d) Material inward/ outward control as per policies set by the Department of Science and Technology.
- (e) All human movement should be monitored.
- (f) Monitoring and managing safety and surveillance equipment like CCTV, Access Control, Fire detection and Suppression etc.
- (g) Issuing access control as per approval from the Department of Science and Technology.
- (h) Reporting incidents to the Department of Science and Technology.
- (i) Co-ordinate with respective trusted personnel and communicate with authorized maintenance personnel for various utilities at the Data Centre as required.
- (j) Manage and monitor Diesel level/ requirements at its full capacity of the DG Set.

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Prevent the contamination of diesel by diesel bug or any other microorganisms.
Diesel is consumable item, which will be charged on actual basis.

- (k) Vendor Co-ordination for various physical Infrastructure components
- (l) The bidder shall install a mechanism which will generate logs for diesel consumed through the use of tamper proof automatic measurement.
- (m) 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.
- (n) 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 TENDERER or authorized authority.
- (o) CCTV footage is to be kept to meet legal, regulatory, ISO Policies compliance requirements and would be stored in GSDC SAN/NAS during the contract period. The record retention period shall be as per policies of TENDERER.
- (p) The bidder should ensure high availability for power on 24x7x365 basis and should maintain all the systems/subsystems for power availability.
- (q) Ensure availability of the physical Infrastructure including Power, include of DG, UPS, Cooling, CCTV, Access Control, Intelligent Racks, Fire detection and suppression systems, Rodent Repellent systems, Water leak Detection Systems and other components included as part of physical Infrastructure related services.
- (r) O&M AGENCY will have to submit monthly/quarterly MIS reports of each components as per the SLA
- (s) O&M AGENCY should log SR/Incidents calls in service desk related to each component.
- (t) Proactive and reactive maintenance, repair or replacement of defective components (IT and Non-IT/ Hardware and Software) related to Physical Infrastructure systems and sub-systems. The cost of repair and replacement shall be borne by the selected bidder. IT and Non-IT hardware here refers to systems such as IT and non-IT hardware and software being used for maintaining and monitoring Physical Infrastructure e.g., BMS, Access control, etc.
- (u) For network and security devices (**Annexure-B**), the bidder, at his discretion, can take back-to-back CAMC of network and security components or refresh with equal or higher capabilities.
- (v) For non-IT, servers, storage, and backup mentioned in this RFP bidder can do back-to-back OEM (**Annexure A, D/D1 and E/E1**) agreement through authorized Distributor or partner for AMC/Warranty and shall provide a copy of the service level agreement signed with respective OEMs.
- (w) The bidder, at his discretion, may upgrade/replace /refresh IT components (Annexure A & B) with equal or higher capabilities. Bidder should take prior approval of the GSDC before the replacement. In such cases successful bidder has to perform all migration activity within downtime given by Tenderer. Delay in such

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implementation/migration will attract the penalty.

- (x) Successful bidder, in case of refreshed components, needs to maintain existing hardware/ software /solution as per SLA in this RFP, until successful FAT of refresh/replacement of existing component.
- (y) The Bidder shall maintain documentation for installation, testing, commissioning of any system/sub-systems that is installed or upgraded.
- (z) Acceptance test shall be carried out for any system that is installed and/or upgraded.
- (aa) The bidder shall carry out comprehensive fire drills as per Policy/Guidelines specified by DST and submit drill reports to TENDERER on regular intervals.
- (bb) Bidder shall record all the incidents/issues related to physical infrastructure services, security, systems and Sub-systems in the Helpdesk.
- (cc) The bidder shall carry out periodic Risk assessment of the Physical Infrastructure as per Policy/Guidelines specified by DST and provide a Risk Assessment report including recommendations. Assessments/Policies/Guidelines defined are based on ISO 27001 and ISO 20000 Standards.
- (dd) The bidder shall provide training to resources deployed at periodically.
- (ee) The bidder shall carry out current state assessment on an annual basis to determine the state of all the components installed and maintained, on completion the bidder shall submit a recommendation/up gradation report.
- (ff) Full compliance to all the policies, procedures, processes, guidelines, Government-Acts, Rules & Regulations, etc. The bidder shall provide full compliance/adherence of all activities performed by them, to the aforementioned statutes, without any additional cost to TENDERER.
- (gg) Maintenance and monitoring of Current CCTV System with IP base Cameras with high resolution and night vision cameras. The O&M Agency is responsible for the integration of the Cameras with the NVR/DVR/SAN Storage and ensure that at least 30 days 720p HD CCTV Footage is stored on the NVR and backup of CCTV footage beyond 30 days should be taken existing SAN/Tape Library, of GSDC. The bidder should ensure that the CCTV system is compatible with SAN/NAS/Tape Library of GSDC.

2.26.2 Transformer, Circuit Breaker, Electricity and DG Set Maintenance & Management:

- i. The O&M agency shall be responsible for Operations, Management and Comprehensive Annual Maintenance of Transformer, Circuit Breaker, HT/LT Power Cables, Electricity and Diesel Management for the entire project period. The O&M agency shall ensure that diesel shall be there in the DG sets at its full capacity in case of power failure. O&M agency has to maintain register for monitoring and reimbursing the diesel consumption for the DG set. The DG set will be procured by Tenderer along with its maintenance support & the selected O&M agency will be responsible for its Operation & maintenance only.
- ii. Tenderer has procured New DG set (Supernova 1010 KVA) with 1-year warranty support, post that bidder need to consider CAMC from expiry date and O&M from contract start date.

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New DG set Detail is as follow;

- New DG set -Supernova 1010 KVA (Perkins engine)
- Serial- LFS3LX22B34529
- Warranty Completion Date- FAT pending.
- If DIT/GIL wish, then only consider AMC rate provided by bidder from 2nd year onwards

iii. Procedure for monitoring and reimbursing the Diesel consumption for the DG set:

(a) There will be a register maintained and kept with the O&M agency showing the following columns:

Sr. No	Date	Current Reading	Fuel Available	Date of filling	Qty. Filled	Total fuel available	Signature of DST, GoG	Signature of O&M agency
1								
2								

(b) Reimbursement of diesel cost will be done on Monthly basis along with Monthly Payment.

(c) TENDERER shall verify the diesel consumption from the log book maintained and MIS generated.

(d) The O&M agency will submit the bill (original bills of petrol/diesel pump) for every purchase along with their invoice for reimbursement.

(e) Payment will be processed by TENDERER based upon verification of bill with the register entry on Monthly basis.

2.27 Preventive Maintenance Services

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

2.28 Corrective Maintenance Services

- 2.28.1 Warranty and maintenance/troubleshooting of hardware problem of all supplied

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IT & Non-IT Infrastructure including network (active/passive) equipment, Security, etc. and support infrastructure equipment UPS, AC, DG Set etc. and rectification of the same.

2.28.2 Troubleshooting of problems arising in the network and resolving the same.

2.28.3 Documentation of problems, isolation, cause and rectification procedures for building knowledge base for the known problems.

2.29 Asset Management Services

2.29.1 The O&M agency shall be required to create centralized online repository of all the equipment/software, licenses procured/Installed, all contracts/WO issued by DST/GIL . 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.

2.29.2 Record installation and removal of any equipment under the project and inform TENDERER even if it is temporary.

2.29.3 Create Software details with information such as Licenses, cost, Version Numbers, validity, support if any and Registration Details.

2.29.4 Perform software license management, notify TENDERER on licensing contract renewal and assist them in getting the license renewed.

2.29.5 Asset Management services of physical and IT infrastructure under the project must conform to ITIL framework.

2.30 Configuration/Reconfiguration Management Services

2.30.1 The successful bidder shall maintain complete configuration including reconfiguration (in & soft form in safe environment) for all equipment and handover the same to the TENDERER at the time of completion of project or as and when asked by the TENDERER.

2.30.2 The O&M agency shall define and adhere to the change management procedures and also ensure that no unauthorized changes are carried out. Any changes shall be incorporated with prior approval of the TENDERER.

2.30.3 The O&M agency shall do proper version management of these configurations as they are bound to change from time to time.

2.30.4 These configurations shall not be accessible in general and must be kept confidential.

2.31 Resource Requirement for Operation, Services and Maintenance

- The minimum requirement of manpower resources, their qualification and responsibility of each resource is given below. This is minimum indicative list of resources and based on actual requirements, the bidder may deploy any number of resources to meet the SLA. TENDERER shall not pay any cost for additional resources required to operate, maintain, monitor & manage the GSDC as per the SLA. In case support staff is not available or is on leave, the bidder is required to provide the

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alternative personnel with same or higher technical capabilities of the non-available personnel. Prior intimation is required for such replacement and non-availability of the personnel. If prior intimation is not provided, penalty will be levied .

- Bidder has to provide additional onsite resources to maintain SLA and provide operational support 24x7x365.
- In case of exigency & requirement, manpower should be available onsite within 30 mins during non-working hours.

Note: Below resources are indicative. GSDC is giving 24 x7 services and has heterogeneous OS, DB, network, security etc., the Bidder should evaluate scope of work, work load, domain, subject expertise and SLA compliance and based on that depute number of resources.

Sr. No.	Designation	Gen.	Min. Qualification, Relevant Experience & Certifications
1	Technical Manager (SDC)	01	Graduate + Min. 15 Years relevant experience in IT/ITeS (minimum 6 years' experience for managing data centre) + PMP/ PRINCE2 Certified
2	Cyber Security Expert	02	Graduate + Min 10 years of Relevant experience in Network security Management + Certification: CCSE / PCNSE / CISM / CISA / CISSP/CEH
3	Network Expert	01	Graduate + Min 10 years of Relevant experience in Network Management + CCNP or equivalent
4	Cloud Specialist	02	Graduate + Min 10 Years relevant experience in IT cloud management+ OEM Certified.
5	Server Admin	01	Graduate + Min 10 years Relevant experience of different flavors of OS + OEM certified experts.
6	Database Admin (DBA - expert	01	Graduate + Min 10 years Relevant experience + OEM certified engineer
7	Storage & Backup Admin	01	Graduate + Min 10 years Relevant experience + OEM certified engineer
8	EMS/NMS Engineer	01	Graduate + Min 8 years of Relevant experience + OEM certified engineer
9	BMS Manager – L3	01	Graduate + Min 10 years or Diploma + Min 15 years of Relevant experience
10	BMS Engineer – L2	03	Graduate + Min 5 years or Diploma + min 10 years of Relevant experience
11	Electrician	01	Diploma + Min 4 years or ITI + Min 8 years of Relevant experience
	Total - GSDC	15	

Penalties for non-availability of aforesaid resources will be Rs 15000 per day per resource.

Roles & Responsibilities of proposed Manpower resources

S. No.	Description	Roles & Responsibilities
1	Technical Manager (SDC)	<ul style="list-style-type: none"> Responsible for overall management of the Data Centre, user SLA commitments, performance, availability, response time, problem resolution. Should be responsible for effective Resource management, System & Resource planning, based on business forecast Overall in-charge of O&M of the IT Infrastructure and SDC. Coordinating with third party agencies, bandwidth operators and software/equipment's vendors. Should be the single point contact (SPOC) for managerial responsibilities and direct interface with TENDERER. Management & compliance of ISO Policies, Process, Procedures and other applicable legislations, policies, guidelines...etc. Carry out Documentation, technical report writing...etc. Interface & co-ordinate with stakeholders for the Tickets raised in the Help Desk. Should have very strong communication skills and technical writing skills. Should possess working knowledge of ITIL, ISO 20000 & ISO 27001 Draft BCP process for identified critical applications Run through mock drills of approved DR and BCP periodically Adopt and develop DR and BCP guideline and other industry best practices
2	Cyber Security Expert	<ul style="list-style-type: none"> Responsible for Firewall Management, Intrusion Management, Antivirus & Patch Management, Security Management. Responsible for Firewall Rules and Policies Management and Troubleshooting Implementing of NAT/PAT, SSH, signatures, etc. Plan & Implement comprehensive security policies and practices for entire infrastructure. Signatures updating, blocking of unwanted traffic Antivirus updates, Patch updates, managing the network security on day to day basis. Monitoring any flooding, DoS, Intrusion attempt in real time during the office hours Penetration Testing, Manual Testing, Writing Custom Exploits/Scripts. Expertise in understanding information security, incident response, intrusion detection and prevention Expertise in Data & Traffic Analysis, Network (TCP/IP), UNIX, Windows, Linux. Experience in using System Security/Vulnerability Scanners /Sniffers Experience with operating SIEM tool Responsible to prepared gap analysis in deployed /proposed solutions Design and develop infrastructure blueprints for the implementation of new solutions. Responsible for impact analysis and design modifications to existing systems to support new solutions. Responsible for end-to-end ticket management. Should be able to manage DR Site components (hardware & software) Co-ordinate between end-users and operation team for DR Testing & functioning

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3	Network Expert	<ul style="list-style-type: none"> • Responsible for network uptime, performance and other related services. • Network monitoring and proactive network uptime maintenance. • Network management (routing), Router Configuration and Troubleshooting, upgradation, Link Performance Management of L3 and L2 Switch at Data Center and GSWAN Network on day to day basis. • Support administration, Change Management, Liaison with Bandwidth Provider officials and external vendors, bandwidth and facility management • Responsible to prepared gap analysis in deployed /proposed solutions • Design and develop infrastructure blueprints for the implementation of new solutions. • Responsible for impact analysis and design modifications to existing systems to support new solutions. • Responsible for end-to-end ticket management. • Should be able to manage DR Site components (hardware & software) • Co-ordinate between end-users and operation team for DR Testing & functioning
4	Cloud Specialist	<ul style="list-style-type: none"> • Should have expert knowledge of VM allocation, patching , day to day operation, configuration and management functionality, cloud Security etc. but not limited to below points • On and above Roles of SME Server domain, he should have knowledge of MS Cloud as existing cloud is based on System center • In future cloud may change , so should have advance knowledge of Virtualization, Orchestration layer, Configuration Manager, Self Service portal, cloud tools etc. • Experienced in quality practices, techniques, and tools at all layers of the stack • Knowledge of the IaaS, PaaS, SaaS, • Installation, configuration and management knowledge of Containers and Micro services architectures • Expert understanding and experience in deployment and troubleshooting various technologies of different Cloud and Systems automation, enterprise network communications/protocols, Windows and Linux authentication and authorization, Virtualization technologies • Should have integration knowledge of Private, Public and Hybrid cloud • Serve as an integrator between business needs and technology solutions, helping to create technology solutions • Build, install, configure, analyze, tune, and troubleshoot Windows operating systems both on premise and in cloud IaaS providers • Responsible to prepared gap analysis in deployed /proposed solutions • Design and develop infrastructure blueprints for the implementation of new solutions. • Responsible for impact analysis and design modifications to existing systems to support new solutions. • Responsible for end-to-end ticket management. • Should be able to manage DR Site components (hardware & software) • Co-ordinate between end-users and operation team for DR Testing & functioning

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5	Server Admin	<ul style="list-style-type: none"> Managing server infrastructure services for GSDC's System maintenance, storage, backup etc. Responsible for system configuration, scalability, performance, load balancing, OS administration / management, troubleshooting & Debugging and monitoring of servers. Implement the back-up plan for storing and retrieving of data, maintain servers, machines, printers and also responsible in resolving the real time (RT) requests raised by users as per SLA. Internet Management, E-Mail management, Service Management, End point solutions management, Systems Management, Proxy, content filtering and Internet access management for users, managing Messaging servers. Monitoring application components, including Application servers, Web Servers, on an ongoing basis to ensure smooth functioning of the applications.
5	Server Admin	<ul style="list-style-type: none"> Role involves senior level troubleshooting / Root Cause Analysis (RCA) for areas including, but not limited to: Active Directory (AD) related issues - DNS zone issues; Sites Client support - Provide recommendations for configuration or other improvements to the environment Expert Knowledge of Microsoft Windows 2012 to 2022, Linux,unix OSS Administration, Install, Configuration Expertise to fast learn and implementation of Open Source Software in DC Environment Expertise in Container, Docker, Kubernetes , new technology Expert knowledge on Virtualization: VMWare, Microsoft System Center / HyperV Administration, PowerShell Should have expertise in troubleshooting, co-ordination with support of OEMs Expert Knowledge on Microsoft & other OS troubleshooting skills and tools. Including OS Hardening and Vulnerability assessment. Knowledge of TCP/IP, DHCP, DNS and Troubleshooting. Knowledge on TCP/IP, DNS, DHCP, Power shell scripting Knowledge of AD group policies. Working knowledge of Linux systems Cloud - Azure and AWS. Backup Technologies (Commvault,networker etc) Should have worked on supporting an enterprise class Data Center. Familiarity with development, tools, languages, process, methods and troubleshooting of Microsoft Azure based solutions. ITIL Process knowledge (Problem, Incident, Change Management) Exceptional communication skills Responsible to prepared gap analysis in deployed /proposed solutions Design and develop infrastructure blueprints for the implementation of new solutions. Responsible for impact analysis and design modifications to existing systems to support new solutions. Responsible for end-to-end ticket management. Should be able to manage DR Site components (hardware & software) Co-ordinate between end-users and operation team for DR Testing & functioning

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6	Database Administrator	<ul style="list-style-type: none"> Responsible for various databases like, but not limited, mysql, mssql ,postgresql, nosql administration, should be responsible for database and application change management procedure. Responsible for management of database repository, creation, deletion, modification, backup and restore of databases and their tables. Troubleshooting knowledge of different RDBMS like MS SQL, MySQL , PostGreSQL, Oracle and No-SQLs (MongoDB,CouchDB etc) Microsoft (MS), MySQL, PostgreSQL Clustering troubleshooting Responsible to prepared gap analysis in deployed /proposed solutions Design and develop infrastructure blueprints for the implementation of new solutions. Responsible for impact analysis and design modifications to existing systems to support new solutions. Responsible for end-to-end ticket management. Should be able to manage DR Site components (hardware & software) Co-ordinate between end-users and operation team for DR Testing & functioning
7	Storage & Backup Admin	<ul style="list-style-type: none"> 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 upgrades 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. Responsible to prepared gap analysis in deployed /proposed solutions Design and develop infrastructure blueprints for the implementation of new solutions. Responsible for impact analysis and design modifications to existing systems to support new solutions. Responsible for end-to-end ticket management. Should be able to manage DR Site components (hardware & software) Co-ordinate between end-users and operation team for DR Testing & functioning
8	EMS/NMS Engineer	<ul style="list-style-type: none"> The resource should be able to administrate and manage the existing EMS Tools (Refer Annexure for the detailed list of tools) / the new EMS tools which are supplied as a part of this RFP. Managing Network operations using EMS tool. Managing Network Monitoring. Responsible for monitoring of adherence to defined SLA by vendors by making effective utilization of deployed EMS tools in GSDC and GSWAN. Responsible to prepared gap analysis in deployed /proposed solutions Design and develop infrastructure blueprints for the implementation of new solutions. Responsible for impact analysis and design modifications to existing systems to support new solutions. Responsible for end-to-end ticket management. Should be able to manage DR Site components (hardware & software) Co-ordinate between end-users and operation team for DR Testing & functioning

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9	BMS/ Facility Manager with Technical Background (24X7 Shift)	<ul style="list-style-type: none"> • PSO (Physical Security Officer) for operations of control room which includes CCTV, ACS, PRS, WLDS, FAS, FSS and other technical components required for smooth functioning of the Data Centre. • Good communication skills to be able to interact with vendors. • Responsible to prepared gap analysis in deployed /proposed solutions • Design and develop infrastructure blueprints for the implementation of new solutions. • Responsible for impact analysis and design modifications to existing systems to support new solutions. • Responsible for end-to-end ticket management.
10	Technical Assistant/ Electrician	<ul style="list-style-type: none"> • Regular maintenance and daily check-up of DG Set, Transformer and HT Circuit Breaker, Power Cables, LT switch gear check-up and meter readings, Lighting Maintenance.

Note: It is clarified that the responsibilities and numbers mentioned against the position type are only indicative, it is the responsibility of bidder to provide requisite resources of right competency and experience to completely discharge functional requirements of Operations & management, Error reporting, SLA compliance, support (installation of applications, software, networking devices, OS, Storage, Backup) and the cost of such manpower should be part of the bid being quoted by the bidder.

2.31.1 The manpower deployed by the bidder for carrying out and providing services shall necessarily be Core resources except the following:

Electrical Assistant

2.31.2 All O&M resources deployed by the bidder should be on the bidders' payroll. The complete set of manpower resources proposed by the Bidder shall be on-site manpower only and strictly dedicated for this contract. Noncompliance of such deployment would result into imposition of penalty / termination of the contract as per the terms and conditions of RFP.

2.31.3 Before deployment/replacement of any manpower, successful bidder has to submit the resume and after taking interview by the TENDERER, bidder can deploy the manpower after selection. After taking interview, if candidate found best suitable without relaxing min experience & certifications, bidder may relax above mentioned minimum education qualification for that candidate.

2.31.4 The manpower deployed by the bidder shall report to the respective nodal officers nominated by TENDERER.

2.31.5 The Bidder has to provide supporting IT and Communication Infrastructure to such manpower, during entire contract period without any extra cost to the TENDERER. Workspace shall be made available to the bidder by the concerned offices. Bidder has to ensure that the Support personnel deputed during all stages of the project shall carry an Identity Card duly authenticated by the TENDERER.

2.32 Hand-over/take-over existing Operations (Duration 3 Months)

- If, other than the existing agency is awarded the work, the selected agency will be responsible to complete the transfer of Knowledge & Handing/Taking over activity from existing agency within **three** months of issuance of LOI/WO.
- After successful completion of H/T over process, all supporting documents will be handed over to the Selected Agency.
- During this period, only O&M charges will be paid to Selected Agency on pro-rata basis. SLA or Penalty clause will not be applicable during **3 months** of Hand-over/Take-over process. Selected Agency will responsible to provide confirmation about successful Hand-over/Take over operations from existing agency at the end of **3 months** period. The selected agency shall depute the required resources as per the requirements of tender document for carrying out the operations activity.
- Successful agency is required to issue Completion certification for completion of this H/T over process. Existing Agency will provide necessary handholding and transition support to new agency.

Section III: Service Level Agreement (SLA)

3.1. Definition

SLA defines the terms of the O&M agency's responsibility in ensuring the performance of the network based on the agreed performance indicators as detailed in the agreement.

3.2. Network uptime

The table below summarizes the performance indicators for the services to be offered by the bidder. The detailed description of the performance indicators, SLA Terms and their definitions are elaborated in the following sections.

3.3. Network SLA Terms & Definitions

S. No.	SLA Terms	Description
1	Uptime	'Uptime' refers to GSDC availability i.e. "%Uptime" means ratio of 'up time' (in minutes) in a month to Total time (in minutes) in the month multiplied by 100.
2	Planned Outage	'Planned Outage' refers to unavailability of GSDC services due to infrastructure maintenance activities such as configuration changes, up gradation or changes to any supporting infrastructure. Details related to such planned outage shall be approved by the TENDERER or authorized authority and shall be notified to all the concerned stakeholder in advance (at least seven working days before). It is desirable that such outage shall be taken on Sundays or other Government holidays to the extent possible.
3	Unplanned Outage	'Unplanned Outage' refers to an instance in which no traffic can pass in or out GSDC to which users are connected

3.4. Denial of Service

3.4.1. Denial of Service (DoS) is the most common form of attack on the Network, which leads to network unavailability for the genuine network users. Successful Bidder shall respond to Denial-of-Service attacks reported by departments/ GSWAN users or GSWAN maintenance personnel within 15 minutes of intimation to the helpdesk. Denial of Service attack can be defined as sudden burst of network traffic leading to more than 90-95% utilization of the GSWAN bandwidth in any segment or complete network. In such a scenario operator shall perform an analysis of the issue, verify whether the network utilization is due to genuine user requirements or it is a denial of service attack. In case it is identified as DoS attack, operator shall identify the source of Denial of Service attack, and shall disconnect the source or network from GSWAN backbone and resolve the issue to ensure availability and performance of the backbone.

3.5. GSDC Operations Management

3.5.1. Successful bidder is required to maintain Contact Center (Helpdesk) at the State level with an appropriate Helpdesk tool. Helpdesk shall act as a SPOC (Single Point of Contact) for all the GSDC related incidents, service requests, issues reported by the government departments or any other related stakeholders of the GSDC. Each issue, incident, service request need to be recorded in the Helpdesk tool (with allocation of unique identification

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number) and the response, resolution, closure timelines shall be monitored by the State or its authorized agencies.

Sr.No.	Severity	Response Time	Resolution Time
1	Level 1	15 mins	30 Mins
2	Level 2	30 mins	1 hrs
3	Level 3	60 mins	3 hrs
4	Level 4	120 mins	10 hrs

Section IV: Penalties

4.1. GSDC

Successful Bidder shall be paid Monthly Payment (MP) as per the services provided to TENDERER. The overall penalty would be calculated cumulatively & it will be generally capped at 10% of MP amount. If the cap of overall penalty is reached in two consecutive Months, the penalty cap for the third month onwards, for each Month will increase by 5% over the penalty cap for the preceding month till it reaches 25% of the MP. In addition to the applicable penalty and the provisions pertaining to closure/termination of contract, the TENDERER shall be within its rights to undertake termination of contract if or anytime the penalty increases by 15% of the MP. Once the penalty cap has increased beyond 10%, if the bidder through better performance delivery for any month, brings the leviable penalty below 10% then the computation of the 1st of the 2 consecutive Months as referred above will reset and will begin afresh. Availability will be calculated on a monthly basis.

4.1.1 Penalties for delay in takeover:

If successful bidder fails to complete the taking over of existing O&M of GSDC within the 90 working days from the project kick off date, a Penalty of 0.50% of Monthly Payment for each week of delay or part thereof shall be levied, until the completion of take over process and signoff from DST/GIL. If the delay continues beyond 12 weeks, DST/GIL may terminate the Agreement and forfeit the PBG.

4.1.2 Penalty for Delay in implementation of EMS/NMS and refresh/upgrade/replacement of devices/solutions:

S. No.	Activity	Timeline	Penalty
1	Delay in SITC & FAT of supplied Hardware/software	T+90days	0.5% of Contract value per week or part thereof for delay (Delay beyond T+90days DST/GIL may terminate the contract and/or Forfeit the PBG).

T= O & M start date

Note: The above clause for penalties due to delay in FAT shall only be applicable for the delay attributed solely to the successful bidder as per his roles and responsibilities, delay due to other reasons shall not be considered.

4.1.3 Penalty for Delay in taking Insurance:

Successful bidder will take insurance of the equipment under O&M within Six months from the date of signing of contract. Penalty of INR 1 lakh per week after six months from the kick of date shall be levied.

4.1.4 Penalty for delay in VA/PT:

The successful bidder has to conduct VA/PT as per defined interval as mentioned in this RFP. The penalty for delay in completing VA/PT attributed to Bidder will be Rs. 2000/Day.

4.1.5 Delay in ISO certification Number of days Renewal due date

For any delay in ISO Certification, the penalty for delay attributed to bidder will be Rs. 15,000 /- per day

4.2. SLAs for GSDC

Sl. No.	SLA	Target	Penalties in case of breach in SLA	Remarks
1	Uptime of all IT & Non-IT components & services under scope	99.741% (at each individual component level)	For each 0.5 slab (lower) a penalty 1.0 % on MP shall be charged for each component.	For each component 99.241-99.741 - 1.0% of MP 98.741-99.241 - 2.0% of MP and so on. If the uptime goes below 96.741, additional penalty of 1% will be charged on MP for each slab 1% downtime.
2	Closure of Audit Findings	100.00%	Rs.10,000/- per day delay for closure of each high and medium classified audit finding Rs. 2,000/- per day delay for closure of each low classified audit finding	Periodic Audits will be conducted by DST or DST Authorized personnel, the Audit Findings shall be closed by the O&M Agency within 21 working days or as per the closure schedule defined by the Auditor. If there is any delay in closing the audit findings then penalties will be levied.

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3	Incident Resolution	<p>Priority Level 1 Incident - Within 30 mins</p> <p>Priority Level 2 Incident - Within 1 hr</p> <p>Priority Level 3 Incident - Within 3 hrs.</p> <p>Priority Level 4 Incident - Within 10 hrs.</p>	<p>Level 1 Incident 0.5% of MP for every 1 hr or part thereof delay in resolution;</p> <p>Level 2 Incident 0.5% of MP for every 1 Hr or part thereof delay in resolution;</p> <p>Level 3 Incident 0.5% of MP for every 2 hrs or part thereof delay in resolution</p> <p>Level 4 Incident 0.5% of MP for every 5 hrs or part thereof delay in resolution</p>	<p>Incidents will be logged in the Helpdesk and the O&M Agency will have to resolve the incident and provide necessary updates through the Help Desk Portal and co-ordinate with the stakeholders. Root Cause should be identified for all incidents; if root cause is not identified then additional penalties will be levied.</p>
4	Request Resolution	<p>Priority Level 1 Request - Within 30 mins</p> <p>Priority Level 2 Request - Within 1 hr</p> <p>Priority Level 3 Request - Within 3 hrs.</p> <p>Priority Level 4 Request - Within 10 hrs.</p>	<p>Level 1 Request 0.25% of MP for every 1 hr or part thereof delay in resolution;</p> <p>Level 2 Request 0.25% of MP for every 1 Hr or part thereof delay in resolution;</p> <p>Level 3 Request 0.25% of MP for every 2 hrs or part thereof delay in resolution</p> <p>Level 4 Request 0.25% of MP for every 5 hrs or part thereof delay in resolution</p>	<p>Requests (like e-mail password reset, firewall port opening, hardening, hosting etc.) will be logged in the Helpdesk and the O&M Agency will have to resolve the request and provide necessary updates through the Help Desk Portal and co-ordinate with the stakeholders.</p>
5	Change Resolution	<p>Timeline as defined in – Implementation plan and approved in Change advisory Board (CAB)</p>	<p>Delay of Rs. 1000 per day for closure of Change Request.</p>	<p>Penalty will be applicable only in case of delay attributed to the bidder.</p>

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6	Security Breach	Detection of security Breach - within 30 minutes Mitigation of Security Breach - within 1 hr from the time of Breach	3% Of MP for every 30 minutes delay in detection and additional 1% for every 1 hr delay in the mitigation of security breach	The security breach will include but not limited to successful penetration of any Virus, trojan, malwares, zero- day attacks, intrusion, Denial of Service Attacks etc., up to the server level. In case of any compromise of data due to the Security Breach then double penalty will be levied (this will not be counted within the maximum penalty cap limit).
7	Miscellaneous Penalty for Cloud	Provisioning and De-Provisioning of Virtual Machines	Within 30 Minutes	Rs. 1000 for 1 st Hour Rs. 3000/Hour for delay in every subsequent Hour
8		Uptime of Virtual Machines, Cloud Management Layer, Virtualization and Cloud Solution	99.974%	For each component 99.241-99.741 - 1.0% of MP & 98.741-99.241 - 2.0% of MP and so on If the uptime goes below 96.741, additional penalty of 1% will be charged on MP for each slab 1% downtime.

4.3. Improvement Strategy & Incentives

- a) The bidder is expected to put in efforts to improve the defect management processes by improving on the response as well as resolution time of the incidents like downtime of GSDC services. Also, seamless availability of GSDC services heavily depends on multiple factors like:
 - Co-ordination between resources of various agencies like power utility, bandwidth, O&M operator, application developer & GoG department / offices, etc.
 - Proactive monitoring & analysis of occurrence of incidents (security, downtime, etc.) & availability of GSDC services
 - Seamless availability of GSDC services
- b) The successful bidder shall form a process improvement strategy for better availability of GSDC services. The improvement strategy shall focus on the proactive monitoring and

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analysis of historical incidents & its frequency of its occurrence; standard operating process & measures for effective co-ordination between the stakeholders (within & outside GoG) & proactive measures in reducing the incidents resulting in loss of GSDC services. The bidder may deploy technological tool for defect management & its resolution tracking. Regardless of the cause/factor resulting into non-availability of GSDC services, the ultimate objective of this improvement strategy is to achieve improvement in-

- Response & resolution time for incidents
- Availability of GSDC services by reducing incidents resulting into non-availability of GSDC services
- Satisfaction of users of services of GSDC

c) With a goal to achieve zero defect resulting into the better availability of GSDC services, the tenderer shall incentivize the appointed O&M agency on following Parameters:

Sr. No.	Deliverable	Targets	Incentive Amount / %
2	<p>Technology innovations / new initiatives for performance improvement like (any of the following):</p> <ul style="list-style-type: none"> • Find out the vulnerabilities which can be convert into security breach (like ZERO day) in existing system • Performing Ethical hacking for GSDC and give constructive contribution in improving the security of GSDC • Implementation of Open Source Software (OSS) which will improve the functionality, operation of GSDC. IP will remain with DST/GSDC. • Reward against reduction of complain by implementing free third party tool (which is not in DCO's 	Per Instance	Appreciation letter will be given by GSDC/DST.

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	O&M and AMC)		
3	Best employee award to encourage employee	Quarterly (Best Feedbacks / Comments received from top officials)	Top Performer award to the employee in the form of appreciation letter will be given by GSDC/DST.
4	Reward to employee against the new invention, Paper Submission in International General. However, IP will remain with DST/GSDC.	-	Appreciation letter will be given by GSDC/DST.