# MEMORANDUM OF UNDERSTANDING (Between Department of Information Technology, GOVT OF NCT of Delhi and NICSI)

This Memorandum of Understanding (MOU) is made on this day of Two Thousand Ten New Delhi for availing Data (22-4-2010) Centre services at NICSI Data Centre at Laxmi Nagar, New Delhi.

#### BETWEEN

The President of India through Dy. Secretary (IT), Department of Information Technology GOVT OF NCT OF DELHI (hereinafter known as the first Party).

#### AND

National Informatics Centre Services Inc.. (NICSI) New Delhi through Managing Director NICSI, a Company under the National Informatics Centre (NIC) Department of Information Technology, Govt. of India, hereinafter known as the Second Party.

It is now therefore, agreed by and between the two parties as follows.

# 1. NICSI's RESPONSIBILITY

- I. That on demand from the DIT, GOVT OF NCT OF DELHI, NICSI shall periodically submit Performs invoices (PI) for the items required to be procured by DIT, GOVT OF NCT OF DELHI. The PI will be in the name of DIT, GOVT OF NCT OF DELHI or its designated office, indicating the basic price of the item, NICSI service charges and Service Tax.
- II. NICSI will extend its Data Centre services to DIT, GOVT OF NCT OF DELHI at the same terms and conditions and rates as applicable to other government departments and as amended from time to time. The Data Centre services will be available as per Annexure I.

III. NICSI shall be responsible for full proof and impregnable security of data centre.

#### 2. **RESPONSIBILITIES OF THE DIT, GOVT OF NCT OF DELHI**

- That the DIT, GOVT OF NCT OF DELHI will release 100% advance payment as per the Performa Invoices submitted by NICSI for Data Centre services.
- II. For availing the services of NICSI Data Centre, the DIT, GOVT OF NCT OF DELHI would provide the requisite information to NICSI for dispensing its services. The Data Centre services will be subject to the following conditions:
  - a. DIT, GOVT OF NCT OF DELHI will provide to NICSI, the application deployment architecture and details in the prescribed forms, listed in Annexure I.
  - b. The installation, configuration of hardware, system software will be done by OEM and its maintenance will be done by OEM.
  - c. The installation, configuration and maintenance of application will be done by the DIT, GOVT OF NCT OF DELHI through its agency and administration will be done remotely by DIT, GOVT OF NCT OF DELHI.
  - d. All hosted applications will be with due clearance of security audit as per NIC Security Audit Policy.
- IV. The rack space, storage, backup services, etc as required by DIT, GOVT OF NCT OF DELHI will be provided in Laxmi Nagar Data Center by NICSI as per the data center co-location service charges offered by NICSI, which are given at Annexure-11. For further bulk/dedicated requirements of rack space, storage or backup

services at the Data Centre, DIT, GOVT OF NCT OF DELHI will inform NICSI at least three months in advance. NICSI will examine such proposals and subject to availability of server rack space and dependent services, will try to accommodate the requirements as far as feasible.

# 3. VALIDITY

The validity of this MOU shall be for a period of **three years** from the date of signing this MOU. This MOU **can be extended for such period on** the terms and conditions mutually **agreeable to both the parties to** this MOU

# 4. DISPUTE RESOLUTION

In the event of any claim or dispute that may arise, such a claim or dispute shall be first referred to the Secretary (IT), Govt. of NCT of Delhi and MD NICSI for resolution. Thereafter, by a third party mutually agreed by both.

# 5. TERMINATION

This MOU can be terminated by either party by giving three months notice and after settling the accounts or for agreeing to settle the accounts by both the parties within a reasonable period of time for the ongoing projects.

Both parties to this MOU have set their hands on the day and year first above written.

**First Party** 

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### Second Party

Signature

Witness -I

Name:

For and on behalf of DIT, Govt. of NCT of Delhi

For and on behalf of NICSI

Signature Name: Designation: Address

Name: B. RAJPUT Designation: Address:Hall No. 2&3, 6<sup>th</sup> Floor, 15 N Tower, Bikaji Cama Place, New Delhi

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Witness -I

Name:

Address:

Witness - II )

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2) M. SREEKANTH Assistant programmer.

Witness - II

Name:

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## Annexure - I

### **Data Centre Services**

NICSI will provide data centre co-location services for DIT, GOVT OF NCT OF DELHI on payment basis In Laxmi Nagar Data Centre(LNDC) as per the applicable rates for different components like rack space, storage, backup services etc. The DR site, if required, will be at Hyderabad. The per annum charges will be as per Annexure-II.

Any change to the charges will be intimated to DIT, GOVT OF NCT OF DELHI one month in advance.

The following services will be offered by NICSI as part of Data Centre co location services:

- 1. The data centre services are available 24x7
- 2. The power and network will be made available as part of the Data Centre services.
- 3. The Storage space shall be provided as per the requirement of the user on chargeable basis.
- 4. Tape backup is provided as per the requirement of the user stated in the tape backup form, on chargeable basis.
- 5. Firewall and IPS are part of the secured Infrastructure of LNDC.
- 6. The server rack space will be provided by LNDC. The user Is not required to bring their own server Racks.
- 7. If required, VPN connectivity can be provide for remote administration.
- 8. Help Desk support is available 24x7
- 9. LNDC support team will provide support for network availability, power availability, storage and tape backup services.
- 10. In the event of any user collocated hardware related incident, the LNDC help desk will inform the Hardware OEM as per the details provide in "Vendor Details Form". LNDC will not be responsible for the Agreement between the user the OEM. (The user will be responsible for sorting out the problem as per agreement between user and OEM)
- 11. In an event of an incident, LNDC help desk will Inform the Administrator 1 and 2 as indicated in the collocation form. The Contacts details may be provided in detail for such exigencies.
- 12. LNDC support team can provide L1 and L2 support on specific system software's on chargeable basis.

It is mandatory on part of DIT, Govt. of NCT of Delhi to fulfill the below mentioned pre-requisites for collocation to LNDC.

- 1. That DIT, Govt. of NCT of Delhi will provide requisite information for supply and installation of hardware and system software.
- 2. That indenting department shall provide details of shipping address, billing address and contact number of nodal officer for procurement with their purchase orders to NICSI.
- 3. The user is required to provide information in following forms to enable the respective data centre services.
  - i. Collocation Form
  - ii. Annexure I
  - iii. Hardware Details
  - iv. SAN Storage
  - v. VPN
  - vi. Firewall Request Form
  - vii. Web Security Compliance
  - viii. Tape Backup
  - ix. Vendor Details.
- 4. The user is required to provide the application deployment architecture.
- 5. The installation, configuration and maintenance of system softwares and application will be done by the user. The OEM will be responsible for providing installation, configuration and maintenance of server hardware and system software including Operating System as per the PO terms and conditions.
- 6. The maintenance of hardware collocated by the user at LNDC will remain their responsibility.
- 7. The user application needs to be security audited as per NIC Security Audit Policy before moving to production environment.

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# - DATA CENTRE CHARGES

NO	ITEM NAME	COST PER ANNUM (IN RS.)
	Co-Location Charges per server rack	23,75,2007-
<u></u>	Co- Location Charges per server (1U/2U Size)	1,58,350 /-
	Co location charges per blade server	1,18,800/-
	Dedicated Data base per server with window Sw.	5,06,200 /-
	Dedicated Data base per server with Linux Sw	2,20,600 /-
	Dedicated Web server with Window SW (per server)	1,30,100 /-
	Dedicated Web server with Linux SW per server	1,03,300 /-
	SAN Space per TB	5,09,6007-
	SSL Security per website	4,600 /-
	Application firewall per web site	1 29,400 /-
	Tape Library per GB	7.9007-
	Security Compliance server	4,000/ per man days
	Web site security Audit compliance (3 man-days)	12,0007 per manualys