

EXPRESSION OF INTEREST (EOI)
FOR
SUPPLY, INSTALLATION AND
MAINTENANCE OF SERVERS

<i>Date of commencement of issue of EOIs</i>	06.04.2015 at 11:00 AM.
<i>Last date for receipt of EOIs</i>	24.04.2015 at 10:00 AM.
<i>Opening of EOIs</i>	24.04.2015 at 12:00 PM.
<i>Fees for EOI document (non-refundable)</i>	Rs. 500/-

Department of Land Revenue & Settlement Department,

Government of Mizoram,

Tuikual, Aizawl

TABLE OF CONTENTS

1. INTRODUCTION	5
2. EOI OBJECTIVE	5
3. SCOPE OF WORK	5
4. ELIGIBILITY CRITERIA	7
5. COST OF EOI (NON REFUNDABLE) AND EARNEST MONEY DEPOSIT (EMD) (REFUNDABLE)...	8
6. BIDDING DOCUMENT	8
7. AMENDMENT OF BIDDING DOCUMENTS	8
8. TERMS OF EXECUTION OF WORK	8
9. LOCATION TO BE COVERED	8
10. BIDDING PROCESS (TWO PART OFFER).....	9
11. OFFER VALIDITY PERIOD.....	9
12. LATE BIDS	9
13. TECHNICAL OFFER (TO)	9
14. ERASURES OR ALTERATIONS	10
15. MODIFICATION AND/OR WITHDRAWAL OF BID	10
16. PRICE COMPOSITION	10
17. PRICE FREEZING	11
18. OPENING OF OFFERS	11
19. EVALUATION CRITERION	11
20. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER.....	12
21. RIGHT TO ALTER QUANTITIES	12
22. PAYMENT TERMS	12
23. LIQUIDATED DAMAGES	12
24. INSPECTIONS & TESTS	12
25. AVAILABILITY OF SPARES	13
26. WARRANTY.....	13
27. SYSTEM MAINTENANCE STANDARD	13
28. ANNUAL MAINTENANCE CONTRACT/ANNUAL TECHNICAL SUPPORT	14
29. OEM AUTHORIZATION	14
30. SUPPLIER'S OBLIGATIONS	14
31. DELAYS IN THE SUPPLIERS PERFORMANCE	14
32. TERMINATION FOR DEFAULT.....	14
33. MAINTENANCE STANDARDS EXPECTED.....	15
34. FORCE MAJEURE.....	15
35. OTHER TERMS AND CONDITIONS:.....	15
36. INSURANCE.....	15
37. GOVERNING LAWS AND DISPUTES:	16
38. EOI OWNERSHIP	16
39. PROPOSAL OWNERSHIP	16
40. TENDER/EOI CANCELLATION.....	16
41. INDEMNITY	16
42. PUBLICITY	18
43. LIMITATION OF LIABILITY.....	18
44. SUBMISSION OF BIDS.....	18
ANNEXURE-I.....	19

ANNEXURE-II	20
ANNEXURE-III	21
ANNEXURE-IV	22
ANNEXURE- V	28
ANNEXURE -VI	30
ANNEXURE VII	31

Bid Details – Procurement of Server, storage and Operating System, Virtualization Software Licenses and Support.

Start date and time	06.04.2015 at 11:00 AM.
Last date and time for Receipt Of Bidding Document	24.04.2015 at 10:00 AM.
Date and Time of Technical Bid Opening	24.04.2015 at 12:00 PM.
Place of opening of Bids	Directorate of Land Revenue and Settlement Department, Government of Mizoram. Tuikual, Aizawl - 796001
EOI cost	Rs. 500/- in the form of Demand Draft in favour of The Director, DLR&S payable at Aizawl. Same should be submitted at the time of bid submission
Contact to Bidders	Name of company, contact person, Mailing address with Pin Code, Telephone No., Fax No., email address, Mobile No. etc.

INSTRUCTIONS TO BIDDER

1. INTRODUCTION:

The Government of Mizoram has entrusted the Directorate of Land Revenue and Settlement, Mizoram with the responsibility of preparation, maintenance and updation of land records and cadastral maps.

As part of its initiatives for converting the current activities of the departments in to an e-Systems, Directorate of Land Revenue and Settlement Department, Mizoram envisages for “Converting of Existing Old Record Rooms to Modern Record Rooms at 25 service locations of Mizoram” to preserve the original hard copies of the land records and enable technical support infrastructure for providing better citizen centric services under National Land Records Modernization Programme (NLRMP) which is a Mission Mode Project (MMP) under National e-Governance Plan (NeGP).

In order to maintain data repository and backup, DLR&S needs to establish a dedicated data centre for the land records data (including maps and registration data). This data centre would have estimated storage capacity scalable from 2 to 20 terabytes, depending upon the volume of records, along with high speed processors, switches, fiber optic channels, software and security devices. Further, these would have appropriate backup media (like CDs and tape devices, etc.) for high volume storage. Storage area network (SAN) may also be set up where feasible and necessary.

Directorate of Land Revenue and Settlement Department, Mizoram wishes to outsource the task of supply, installation, and maintenance of servers for storage of GIS data and MIS data.

2. EOI OBJECTIVE:

DLR&S invites proposals from competent and authorized Bidders for Supply, Installation, Commissioning and Maintenance of Servers, Storage, Operating System along with virtualization software licenses for server virtualization Implementation. DLR&S wants to create server virtualized environment for its several applications. The Bidder should be an Original Equipment Manufacturer (OEM) or authorized partner or System Integrator, having its project team members and support personnel competent enough to install, configure, maintain and support the projects.

3. SCOPE OF WORK

DLR&S proposes to procure servers, Storage and other accessories with Operating system licenses, virtualization software licenses. The details of hardware & Software technical specifications are as per Annexure IV attached herewith.

The scope of work includes but is not limited to:

- 3.1 Supply, installation, configuration of proposed servers and Storage including Host bus adapter (HBA Card), commissioning and maintenance of servers and storage of specified configuration for several Applications at identified location.
- 3.2 DLR&S will specify the location for supply and installation of servers & other related

hardware/software at the time of placing purchase order to the successful bidder. DLR&S may change the locations at a future date. The selected Bidder should take responsibility for dismantling, shifting to new location and reinstallation at the new location without of any additional cost to DLR&S. However, DLR&S will reimburse the transportation charges at actual on submission of bills.

- 3.3 The supplier has to ensure on-site support for resolving all Hardware, OS (Operating Systems) & Virtualization software related issues, including re-installation of OS and other software mentioned above, during warranty and AMC (Annual Maintenance Contract)/ATS (Annual Technical Support) period (or such other extended period as per the contract terms and paid maintenance will commence only thereafter).
- 3.4 The Bidder will provide the hardware as per Annexure-IV, in case at the time of delivery if the same model is not available then the bidder may supply the latest available higher model at no extra cost. The new offered model should be comparable as per Annexure – IV specifications. The DLR&S's prior permission is needed if the bidder is supplying new hardware at the time of delivery.
- 3.5 Bidder should upgrade the virtualization solution version whenever there is need for such upgrade without any cost to the DLR&S during the contract period including AMC/ATS etc.
- 3.6 The accessories (including cables, rack mounting kit, Power strip in the rack etc.) required for the installation and configuration of the equipment should also be specified and supplied by the Bidder. DLR&S will not arrange for the same.
- 3.7 Bidder should specify various infrastructure requirements, which need to be provided for commissioning and smooth functioning of the equipment. This will include site requirements, power, cooling, UPS, environmental conditions, illumination, etc.
- 3.8 Bidder should provide comprehensive on-site warranty of 3 years for hardware and AMC of 1 year as per (Total Cost of Ownership) TCO.
- 3.9 Bidder should provide software licenses with comprehensive on-site support of 1 year and ATS for 1 year without any extra cost to the DLR&S.
- 3.10 All the parts of items would be covered under comprehensive warranty/AMC/ATS except consumables. If there is any gap between DLR&S's requirement and OEM Warranty/AMC/ATS then it will be the responsibility of bidder to fill up the gap.
- 3.11 Bidder has to carryout hardening of OS (Operating System), patch management activity and other configuration on OS, virtualization software, etc., (which is provided under this EOI) as per the requirement of the DLR&S or Audit of the DLR&S during the warranty/AMC/ATS period as per DLR&S's requirement. Bidder has to undertake BIOS, OS, etc upgrade wherever the requirement is felt by DLR&S (during Warranty/AMC/ATS). DLR&S conducts VA & PT (Vulnerability Assessment & Penetration Testing) and Information security audit on quarterly basis. The vendor/supplier needs to comply with the findings of the VA & PT in terms of the hardware/OS provided under this EOI.

- 3.12 Bidder should undertake to provide maintenance support during warranty and post warranty period for equipments and spare parts should be available for a minimum period of 6 years. The bidder shall provide support services for 24x7days with 4 hrs problem resolution commitment time unless specified otherwise.
- 3.13 Bidder has to guarantee minimum uptime of 99.95%.
- 3.14 The Bidder will pass on to the DLR&S, the benefit of discounts if any announced during any period in respect of orders placed during that period.
- 3.15 Configuring the server to the storage using FC (Fibre Channel).
- 3.16 Technical documentation of the entire project should be submitted to DLR&S.
- 3.17 There will be separate virtual machines for Application Server, and Database Server etc. All are in different logical zones separated through firewall to communicate to each other. Accordingly the connectivity should be established for making them operational. In no case communication will be permitted without firewall. Bidder has to ensure the communication in the desired way and all the required hardware, software and network equipments etc, if required will be provided by bidder only.
- 3.18 Training to the DLR&S officials for day to day maintenance of virtualized environment. Training may be held at DLR&S's premises for a day or two and for two batches covering 5-10 participants in each batch without any cost to the DLR&S.
- 3.19 The bidder has to configure the proposed storage as well as servers with existing SAN switches (like Creation of Zone, adding host, publishing LUNs on servers etc.). The bidder will supply required number of fibre optical cables for connecting storage as well as servers with existing SAN switches.

4. ELIGIBILITY CRITERIA

- 4.1 The bidder must be an OEM or their authorized business and service partner/representative/system integrator. Bidder needs to furnish the authorization letter from Original Equipment Manufacturer in case of authorized partner.
- 4.2 The bidder should be a company registered in India. The bidder should have experience of minimum 3 years in servers/storage business in India.
- 4.3 The bidder must have support/branch offices/service center in Aizawl, Mizoram.
- 4.4 The Bidder should be an authorized partner of OEM for Virtualization software. The bidder needs to provide MAF (Manufacturer Authorization Form) from proposed OEM for Virtualization software.
- 4.5 Vendor must comply with the above mentioned criteria. Non-compliance of any of the

criteria can entail rejection of the offer. Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made for each of the above mentioned criteria. The DLR&S reserves the right to verify/evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.

5. COST OF EOI (NON REFUNDABLE)

Bidder should pay Rs. 500/- in the form of Demand Draft in favour of The Director, Land Revenue and Settlement Department, Aizawl, Mizoram towards cost of EOI.

6. BIDDING DOCUMENT

The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

7. AMENDMENT OF BIDDING DOCUMENTS

- 7.1 At any time prior to the date for submission of bids, the DLR&S may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding documents by amendments.
- 7.2 Amendments, if any will be notified through DLR&S's website to all prospective Bidders, which have received the Bidding documents and will be binding on them.
- 7.3 In order to provide, prospective Bidders, reasonable time to take the amendment into account for preparing their bid, the Purchaser may, at its discretion, extend the last date of submission of bids.

8. TERMS OF EXECUTION OF WORK

- 8.1 The Bidder shall deliver the equipment within 6 weeks from the date of the Purchase order. In case of delay in delivery of equipments, penalty will be charged as mentioned in Liquidated Damages clause.
- 8.2 The Bidder shall complete the installation and configuration within 2 week from date of delivery. Any delay beyond stipulated period will attract additional penalty. Part of the week will be considered as full week.
- 8.3 The Bidder should have adequate number (min 2) of Virtualization software (as quoted in their) certified personnel.

9. LOCATION TO BE COVERED

The equipment being procured will be installed on Directorate Land Revenue and Settlement

Office at Aizawl. However, the DLR&S reserves the right to change locations/add new locations as per DLR&S's requirement.

10. BIDDING PROCESS (TWO PART OFFER)

10.1 The offer will be in two parts; Technical & Commercial. Both the parts must be submitted at the same time but in separate sealed covers, giving full particulars, addressed to the, The Director, Land Revenue and Settlement Department, Government of Mizoram, Tuikual, Aizawl -796001.

"Technical Offer for Supply & Installation of Server & Virtualization Software" and "Indicative Commercial Offer for Supply & Installation of Server & Virtualization Software". These covers should also indicate name, address and contacts of the bidder submitting the offers.

10.2 TECHNICAL BID will also contain the Bidders information in the format as given in bid document. TECHNICAL BID will NOT contain any pricing or commercial information at all.

10.3 In the first stage, only TECHNICAL BID will be opened and evaluated. Those bidders satisfying the eligibility criteria and the technical requirements as determined by the DLR&S and accepting the terms and conditions of this document shall be short-listed.

10.4 After completion of above evaluation, the INDICATIVE COMMERCIAL BID of only those bidders, whose bids are short-listed, will be opened.

10.5 The offers should either be hand delivered or dropped in the Tender box at the given address before the stipulated date and time. In case designated date of bid submission is declared to be public holiday, the same may be extended to next working day.

11. OFFER VALIDITY PERIOD

The offer should remain valid for a period of at least 180 days from the date of the offer.

12. LATE BIDS

Any bid received by the DLR&S after last date and time of submission of bid prescribed by the DLR&S, may be rejected and/or returned unopened to the Bidder. DLR&S reserves right to accept or reject any such bids without assigning any reason thereof.

13. TECHNICAL OFFER (TO)

13.1 The Technical offer (TO) should be complete in all respects and contain all information asked for in this document. It should not contain any price information. However TO should confirm that all required rates have been quoted in Indicative Commercial Offer

(CO), without showing the actual amounts in the TO. Any software/s supplied free along with the systems must be indicated separately and specifically.

- 13.2 The TO must be submitted in structured manner. No brochures, leaflets, etc. should be submitted in loose form.

- 13.3 The TO should comprise of following:
 - 13.3.1 Pre-qualification criteria as per Annexure-I
 - 13.3.2 Acceptance of Terms and Conditions as per Annexure-II
 - 13.3.3 Undertaking as per Annexure-III
 - 13.3.4 Compliance of Technical requirement as per Annexure-IV
 - 13.3.5 Bidder's information as per Annexure-VI
 - 13.3.6 Declaration for Compliance as per Annexure-VIII
 - 13.3.7 Photocopies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexure and other claims made by the vendor (to be filed in a separate file.)
 - 13.3.8 Product brochures, leaflets, manuals, etc. (to be filed separately).

Note: Cost of EOI should be submitted separately and it should not be enclosed with technical bid.

14. ERASURES OR ALTERATIONS

Technical details and commercial quotes must be completely filled up. The corrections or alterations, if any should be authenticated. In the case of the corrections/alteration not properly authenticated, the offer will be liable for rejection.

15. MODIFICATION AND/OR WITHDRAWAL OF BID

The bidder may modify or withdraw its bid's submission, provided that written notice of the modification or withdrawal is received by the DLR&S prior to the deadline prescribed for submission of bids.

The Bidders' modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance to the provision of Para "Submission of Bids", with the envelope additionally marked "**MODIFICATION**" or "**WITHDRAWAL**" as appropriate.

The withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

No bid will be modified after the deadline for submission of bids.

No bid may be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity specified by the bidder in the submitted bid.

No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

16. PRICE COMPOSITION

The prices quoted should be only in Indian rupees.

- 16.1 The prices should be inclusive of all taxes, duties, levies including Sales Tax on AMC/ATS etc., except octroi/entry tax, will be payable at actual.
- 16.2 The prices should be inclusive of all govt. taxes however the tax component should be shown separately in TCO
- 16.3 The prices should include 3 years warranty for hardware and 1 year warranty/support for software.
- 16.4 The Bidders should quote prices strictly as per the price composition stated above failing which the offers are likely to be rejected.

17. PRICE FREEZING

The prices finalized shall remain valid for 1 year from the date of first Price Offer (PO). However, AMC/ATS prices of Hardware and Software etc will remain valid 4 years post warranty.

18. OPENING OF OFFERS

Technical Offers will be opened on 24.04.2015 at 12:00 PM. The representative of the Bidder can be present for the opening of the Technical Offers. No separate intimation will be given in this regard to the Bidders, for deputing their representative. In case designated date of bid submission is declared to be public holiday, the same may be extended to next working day.

19. EVALUATION CRITERION

19.1 Evaluation of Technical Bids:

19.1.1 The DLR&S's evaluation of the technical bids will take into account the following factors and based on such evaluation the technically qualified bidders will be short-listed:

- a) Conformation to pre-qualification criteria.
- b) Compliance of terms and conditions stipulated in the EOI duly supported by certified documentary evidence called for therein.
- c) Submission of duly signed compliance statement as stipulated in Annexure I. Details Brochures containing data centre infrastructure facilities are to be enclosed
- d) Review of written reply, if any, submitted in response to the clarification sought by the DLR&S, if any.

19.1.2 DLR&S reserves the right to reject an offer under any of the following circumstances:

- a) Bid security is not submitted.
- b) Document fees are not paid, if required.
- c) Offer is incomplete and/or not accompanied by all stipulated documents.

- d) Offer is not in conformity with the terms and conditions stipulated in this document.
- e) Specifications stipulated in Annexure-IV and V is not met.

19.2 Commercial Bids:

Commercial bids of only technically qualified short listed bidders will be opened and evaluated.

20. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

The DLR&S shall be under no obligation to accept the lowest or any other offer received in response to this tender and shall be entitled to reject any or all offers without assigning any reason whatsoever.

21. RIGHT TO ALTER QUANTITIES

The DLR&S will be free to either reduce or increase the quantity to be purchased on the same terms and conditions. The DLR&S reserves the right to alter quantities.

22. PAYMENT TERMS

The terms of payment will be as follows:

- 22.1 No advance payment will be made against purchase order.
- 22.2 100% of the value of the equipment will be paid on delivery and installation of equipment & software. DLR&S will make this payment on site-by-site basis (in case of multiple sites) against installation reports.

23. LIQUIDATED DAMAGES

- 23.1 Notwithstanding the DLR&S's right to cancel the order, liquidated damages at 0.5% of the cost of undelivered equipments per site per week will be charged for every week's delay in delivery subject to maximum 5%.
- 23.2 The Bidder shall complete the installation and configuration within 3 weeks from date of delivery. Any delay beyond stipulated period will attract additional penalty @ 0.5% per week of order value maximum 5%.
- 23.3 Maximum penalty is of 5% of order value excluding ATS charges.
- 23.4 The DLR&S reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the DLR&S to the company.
- 23.5 Part of week will be treated as a week for this purpose.
- 23.6 A penalty of Rs. 500/- per day will be levied for every downtime exceeding 4 hours. The time when the problem was reported by any mode till the server is made up will be considered for this calculation. This penalty will be applicable if the uptime goes below stipulated 99.95%.

24. INSPECTIONS & TESTS

- 24.1 The DLR&S or its representative shall have the right to inspect and/or to test the hardware/software to check their conformity to the contract specifications at no extra cost to the DLR&S.
- 24.2 Should any inspected or tested hardware/software fail to conform to the specifications, the DLR&S may reject the hardware/software, and the vendor shall either replace the rejected hardware/software or make alterations necessary to meet specification/requirements free of cost to the DLR&S.

25. AVAILABILITY OF SPARES

Spares for the hardware/software offered should be available for at least 7 years.

26. WARRANTY

- 26.1 The offer must include comprehensive on-site warranty of 3 years from the date of complete sign off by the DLR&S official which will be given after commissioning of the hardware/software to the satisfaction of the DLR&S.
- 26.2 or shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of hardware, accessories, etc. covered by the offer. Vendor must warrant all hardware, accessories, spare parts, etc., against any manufacturing defects during the warranty period. During the warranty period vendor shall maintain the hardware/software and repair/replace all the defective components at the installed site, at no additional charge to the DLR&S.
- 26.3 Warranty should not become void if DLR&S buys any other supplemental hardware/software from a third party and installs them with this hardware/software. However, the warranty will not apply to such supplemental hardware items installed. The vendor is expected to ensure same maintenance standards as mentioned in clause 32.

27. SYSTEM MAINTENANCE STANDARD

- 27.1 That the Bidder will assume total responsibility for the fault free operation of hardware/Servers, application software and maintenance during the warranty and post warranty (AMC period). The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all hardware execute without defect or interruption for at least 99.95% uptime for 24 hours a day, 7 days a week of operation of the machine worked on a quarterly basis. If the service support is less than 24*7 basis, DLR&S may at its own discretion reject the proposal in total, without assigning any reason.
- 27.2 The supplier has to ensure on-site support (without any extra cost) for resolving all Hardware, software & OS related issues, including re-installation of Software / OS and other software mentioned above, due to any reason what-so-ever, during warranty and AMC/ATS period (or such other extended period as per the contract terms and paid maintenance will commence only thereafter).
- 27.3 During the warranty period the Bidder should undertake to provide the DLR&S free

maintenance service (which will include repair and maintenance of all systems, kits or parts, spare parts etc as and when required) from the date of commissioning of the Systems. The Bidder should maintain critical components.

27.4 If any critical component of the entire configuration is out of service for more than 24 hours, the Supplier shall either immediately replace the defective unit or replace it at its own cost or provide a standby.

27.5 Bidder should resolve the problem reported by any means within four hours of report.

28. ANNUAL MAINTENANCE CONTRACT/ANNUAL TECHNICAL SUPPORT

28.1 The Bidder is expected to maintain the equipment supplied for at least Three years after the expiry of warranty period. Comprehensive on-site maintenance charges, for the post warranty period, must be quoted in percentage terms on a yearly basis, in the Commercial Offer. The Bidder is expected to ensure same maintenance standards as mentioned below.

28.2 At the same time, the Bidder is also expected to make available the spare parts for the systems for at least four years after the expiry of warranty period. If any of the peripherals, components etc. are not available or difficult to procure or if the procurement is likely to be delayed, the replacement shall be carried out with equipment of equivalent capacity or higher capacity at no additional charges to the DLR&S, during the currency of warranty period and AMC.

28.3 Bidder is expected to provide warranty and post-warranty comprehensive on-site 24x7 maintenance with 4 hours problem resolution commitment for 7 years.

Note: Bidders need to provide report for support for DLR&S's review and approval after the contract is awarded to them during the warranty and AMC period.

29. OEM AUTHORIZATION

In case the successful bidder is not ready to provide support during the warranty/AMC period, support will be provided by OEM directly or through their authorized partners for the remaining period of warranty/AMC without any additional cost to the DLR&S.

30. SUPPLIER'S OBLIGATIONS

30.1 The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanours.

30.2 The Supplier will treat as confidential all data and information about the DLR&S, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the DLR&S. In case of any breach of trust, the DLR&S may initiate any action as deemed fit entirely at the cost and responsibility of the supplier.

31. DELAYS IN THE SUPPLIERS PERFORMANCE

Delivery of the goods and performance of the Services shall be made by the supplier in accordance with the time schedule specified by purchaser. Any delay in performing the obligation by the supplier will result in imposition of liquidated damages and/or termination of rate contract for default.

32. TERMINATION FOR DEFAULT

32.1 The DLR&S, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part, if the Bidder fails to perform any obligations(s) under the Contract.

32.2 In the event of the DLR&S terminating the Contract in whole or in part, the DLR&S may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Bidder shall be liable to the DLR&S for any excess costs for such similar services.

33. MAINTENANCE STANDARDS EXPECTED

The Bidder should ensure that the hardware reported down (including due to OS, etc. related problems in servers) on any day is set right on the same day and in no case later than 4 hours from the date of reporting. In case, the hardware cannot be repaired within the stipulated period, the Bidder should provide replacement of the same till the same is returned duly repaired.

34. FORCE MAJEURE

Notwithstanding the above provisions, the Successful bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions and epidemics. If a Force Majeure situation arises, the Bidder shall promptly notify the DLR&S in writing of such condition and the cause thereof. Unless otherwise directed by the DLR&S in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

35. OTHER TERMS AND CONDITIONS:

35.1 Undertaking that all material to be supplied including the Operating System (If purchased by the DLR&S) is original and Brand New and if required, proof of purchase can be produced. This undertaking is to be signed by a Head of Marketing of the Company.

35.2 All the details pertaining to this procurement will be displayed on our notice board or website after the placement of the purchase order on the selected Bidder.

35.3 Clarifications needed on any of the points mentioned in the EOI, if any, may be sought from the DLR&S as per the timelines specified in Bid details and after which no

request will be entertained / replied.

36. INSURANCE:

The insurance to be taken by Bidder shall be for an amount equal to 110% of the Cost, Insurance and Freight (CIF) value of the goods delivered at the respective sites covering all risks (including fire, burglary, Strike, Riots, Civil Commotion, natural calamities such as earth quake, flood etc) for a period of 3 months from the date of delivery.

37. GOVERNING LAWS AND DISPUTES

37.1 All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If however the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the provisions of Arbitration and Conciliation Act 1996 or any statutory modifications or re-enactments thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceedings. The arbitrator shall be appointed with the mutual consent of both the parties. Any appeal will be subject to the exclusive jurisdiction of the courts at Aizawl, Mizoram.

37.2 During the arbitration proceedings the Bidder shall continue to work under the Contract unless otherwise directed in writing by the DLR&S or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. The venue of the arbitration shall be Aizawl, Mizoram.

38. EOI OWNERSHIP

The EOI and all supporting documentation are the sole property of DLR&S and should NOT be redistributed without prior written consent of DLR&S. Violation of this would be a breach of trust and may, inter-alia cause the bidders to be irrevocably disqualified. The aforementioned material must be returned to DLR&S when submitting the proposal, or upon request; however, bidders can retain one copy for reference.

39. PROPOSAL OWNERSHIP

The proposal and all supporting documentation submitted by the bidders shall become the property of DLR&S unless the DLR&S agrees to the bidders' specific requests, in writing, the proposal and documentation to be returned or destroyed.

40. TENDER/EOI CANCELLATION

The DLR&S reserves the right to cancel the Tender/EOI at any time without assigning any reasons whatsoever.

41. INDEMNITY

41.1 The Bidder shall, at its own expense, defend and indemnify the DLR&S against all third party claims for infringement of patent, trademark, design or copyright arising from use of proposed product/products or any part thereof. Bidder will provide infringement remedies and indemnities for third party Products, on a pass through

basis. If the DLR&S is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible to pay such compensation along with all costs, damages and attorney's fees and other expenses that a court may finally award, in the event of the matter being adjudicated by a court or that be included in a Bidder approved settlement. The DLR&S will issue notice to the Bidder of any such claim without delay and provide reasonable assistance to the Bidder in disposal of such claim, and shall at no time admit to any liability for, or express any intent, to settle the claim. The Bidder shall also reimburse all incidental costs, which the DLR&S may incur in this regard.

41.2 If such a claim is made or appears likely to be made, the DLR&S agrees to permit Bidder to enable the DLR&S to continue to use the Product, or to modify it, provided no order otherwise has been passed by a court or replace it with one that is at least functionally equivalent. If Bidder determines that none of these alternatives is reasonably available, the DLR&S agrees to return the Product to Bidder on its written request, upon which the Bidder will then give the DLR&S a credit equal to:

- a. for equipment, its invoice value as paid by the DLR&S to the Bidder;
- b. For Materials, the amount the DLR&S paid Bidder for the creation of the Materials. This Section stipulates Bidder's entire obligation to the DLR&S regarding any claim of infringement.

41.3 Bidder has no obligation regarding any such claim based on:

- a. Anything the DLR&S provides which is incorporated into a Product or Bidder's Compliance with any designs, specifications, or instructions provided by the DLR&S or by a third party on the DLR&S's behalf.
- b. DLR&S's modification of a Product's use in other than its Specified Operating Environment;
- c. The combination, operation, or use of a Product with other products not provided by Bidder as a system, or the combination, operation or use of a Product with any product, data, apparatus, or business method that Bidder did not provide, or the distribution, operation or use of a Product for the benefit of a third party outside the DLR&S.

41.4 The Bidder shall also indemnify the DLR&S against all losses, damages, claims, counter claims, suits, penalties and costs which the DLR&S may face on account of

- a. Bodily injury (including death) and damage to real property and tangible personal property caused by Bidder's negligence on the part of the Bidder's employees, agents or representatives.
- b. Any claim or proceeding brought by a third party against the DLR&S as a consequence of the above.
- c. any claim made upon and any action taken against the DLR&S by any statutory authority or Court on account of the Bidder's failure to comply with any laws,

orders and regulations applicable to the performance by Bidder of its obligations under this

41.5 In the event of the Bidder not fulfilling its obligations under this Section within the period specified in the notice issued by the DLR&S, DLR&S has the right to recover the amounts due to it under this provision from any amount payable to the Bidder under this Agreement for AMC/Facility Management/ Support Services etc.

41.6 Bidder shall be liable for any breach or any non-performance by the Bidder of any of its undertakings, warranties, covenants, representations or obligations under this Agreement, subject to the provisions of Limitation of Liability.

42. PUBLICITY

Any publicity by the Service Provider in which the name of the DLR&S is to be used, will be done only with the explicit written permission of the DLR&S.

43. LIMITATION OF LIABILITY

Bidder's aggregate liability under the contract shall be limited to a maximum of the Contract value. This limit shall not apply to third party claims for

43.1 Intellectual Property infringement indemnity;

43.2 Bodily injury (including death) and damage to real property and tangible personal property caused by bidder's gross negligence. For the purpose of this section, Contract value at any given point of time, means the aggregate value of the purchase orders placed by DLR&S on the bidder that gave rise to claim, under this tender. Bidder shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

44. SUBMISSION OF BIDS

The bidders shall duly seal the each envelope. The bid should be addressed to purchaser at the following address:-

The Director,
Land Revenue and Settlement Department
Government Mizoram
Tuikual, Aizawl – 796001
Mizoram

**Pre-qualification criteria
(Eligibility Compliance)**

Sl No.	Pre-Qualification	Compliance (Yes/No)	Supporting document Required
1.	The bidder must be an OEM or their authorized partner/ representative/ system integrator. Bidder needs to furnish the authorization letter from Original Equipment Manufacturer in case of authorized partner.		Attach OEM Authorisation letter addressed to the DLR&S.
2.	The bidder should be a company registered in India. The bidder should have experience of minimum 3 years in servers/storage business in India.		Attach Copy of Certificate of Incorporation
3.	The bidder must have support offices in Aizawl		Attach Copy of address proof
4.	The bidder should be an authorized partner of OEM for Virtualization software. The bidder needs to provide MAF (Manufacturer Authorization Form) from proposed OEM Virtualization software		Attach OEM Authorisation letter addressed to the DLR&S
5.	The bidder should have operating profit during last two financial years. Audited Balance sheet or Profit/Loss statement of the firm to be provided of last two financial years i.e. 2013-2014 & 2014-2015. In case the financial statement of 2014-15 is not audited, then certified balance sheet may be provided for FY 2012-13 & 2011-12		Attach Annual audited balance Sheet for last two financial years
6.	The bidder should have implemented the proposed virtualization solution in at least one Government/PSU/ or Semi-Government Organization		Attach Copies of PO, contract, installation certificate for Virtualization

Signature

Authorised Signatory

Seal of company

Annexure-II

Acceptance of Terms and Conditions
(Letter to the DLR&S on the vendor's letterhead)

To

The Director,
Directorate of Land Revenue and Settlement
Government of Mizoram,
Aizawl, Mizoram

Sir,

Sub: Your EOI for Supply of virtualization hardware/software

With reference to the above EOI, having examined and understood the instructions, terms and conditions forming part of the EOI, we hereby enclose our offer for the supply of the hardware/software as detailed in your above referred EOI.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the EOI and all required information as per Annexure and also photocopy of unpriced commercial bid is enclosed.

We also confirm that the offer shall remain valid for 180 days from the date of the offer.

We hereby undertake that the hardware/software to be delivered to the DLR&S will be brand new including all components and that software is licensed and legally obtained.

We understand that the DLR&S is not bound to accept the offer either in part or in full and that the DLR&S has right to reject the offer in full or in part without assigning any reasons whatsoever.

Dated at _____ this _____ day of _____ 2015

Yours faithfully,

Signatory

Authorised Signatory

Seal of company

Undertaking

(Letter of Undertaking on Company Letter head)

To

The Director,
Directorate of Land Revenue and Settlement
Government of Mizoram,
Aizawl, Mizoram

Sir,

Reg.: Our bid for supply of hardware/software for Server Virtualization

We submit our Bid Document herewith.

We understand that

You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the DLR&S to do so, a contract in the prescribed form. Until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

You may accept or entrust the entire work to one vendor or divide the work to more than one vendor without assigning any reason or giving any explanation whatsoever.

If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.

Vendor means the bidder who is decided and declared so after examination of commercial bids through process of reverse auction.

Dated at _____ this _____ day of _____ 2015

Yours faithfully,

Name:

Signature:

Seal of company:

Technical Specifications

D) The configuration of Blade Server Chassis: (Quantity: 01)

Sl No.	Component	Specifications	Compliance (Yes/No)	Remarks/ Deviations, if any
1	Model & Make	Specify		
2	Blade Chassis	Blade Enclosure should populate minimum of 8*2 sockets blade servers		
3	Mid-plane	Highly reliable passive and high performance mid plane/back-plane design should be provided with No Single Point of Failure.		
4	Bandwidth support for Chassis	Blade enclosure should support 10G Ethernet and also support 8GB or higher Fibre connectivity to external environment.		
5	Inter-connectivity	Should support simultaneous housing of Ethernet, FC, interconnect fabrics using FCoE technology offering Hot pluggable and redundancy as a feature.		
6	Fibre channel Switch module	Should be configured with dual redundant hot plug Fibre Channel SAN switch modules with 4*8 Gbps uplink ports auto-negotiating FC uplinks with SFP and 8Gb auto-negotiating downlinks to all servers in the chassis. Sufficient ports should be made available to support the connectivity with all the servers, storage and tape library.		
7	Ethernet Switch Modules	Minimum 10G Ethernet switches modules with at least 8 internal 10G or higher ports to connect to blade servers in the enclosure and 2x10Gbps or higher uplink ports.		
8	Cooling Fans	Redundant Hot Plug High Fans.		
9	Power Supply	Redundant Hot Plug High Efficiency Power Supply with N+N as well as N+1 configuration.		
10	Chassis	Up to 10U rack mountable		
11	Management Software	Remote management features, Server management software capable of providing role-based security, alerts of critical component failure along with power monitoring. Should also provide for controlling Power, Fan management, Chassis and compute node initialization, Switch management, Resource discovery and inventory management, Resource alerts and monitoring management, Chassis and compute node power management and diagnostics for elements including Chassis, I/O options and compute nodes.		
12	Warranty	3 years comprehensive onsite warranty with 4 hours problem resolution.		
13	Firmware Provisioning	Manage Firmware across entire hardware stack.		

II) The minimum configuration of Blade Server: (Quantity: 02)

Sl No.	Component	Specifications	Compliance (Yes/No)	Remarks/ Deviations, if any
1	Model & Make	Specify		
2	Processor	2xIntel(R) Xeon(R) Processor E5-2680 V2 2.80Ghz, 25 M Cache		
3	Chipset	Latest Intel Chipset supporting above Processor		
4	Memory	Should have minimum 16 DIMM slots and scalable up to 768 GB memory with the 32 GB memory module and should be populated with at least 192 GB DDR3, 1866MHz		
5	PCI/PCI Express Slots	Minimum 2 PCI/PCI-E slot for installing HBA Card		
6	Graphics	On board		
7	HDD	4x1 TB 2.5-inch 10K RPM, 6Gbps SAS Hot Plug Hard Drive. The server should support SAS, SATA and SSD hard disk drives. Must have an internal slot for SD card/Flash which supports booting hypervisors. The Server should have support for Boot from SAN.		
8.	Operating System Support	Microsoft Windows Server 2012 Datacenter/Std. Edition. SuSe Linux Enterprise Server		
9.	HDD controller	SAS/SATA Raid controller capable of providing RAID 0, 1 configuration.		
10.	RAID	0, 1.		
11.	I/O Ports	Ports available for USB, Serial and network		
12.	Power Supply	Dual, Hot-plug, Redundant Power Supply		
13.	Cooling Fans	Redundant Hot Plug High Fans.		
14.	Server Management Software	Remote management features, Server management software capable of providing role-based security, alerts of critical component failure.		
15	Warranty	3 Yr Support & Mission Critical : (7x24) 4-hour Onsite service.		
16.	HBA	8Gbps PCI-E FC HBA – Dual Port		
17	KVM Module with switch and integrated hub	Specify		

III) SAN STORAGE (1 Nos.)

Sl. No.	Component	Specifications	Compliance (Yes/No)	Remarks/Deviations, if any
1	Model & Make	Specify		
2	8Gb FC Storage Array			
3	4x1 10K RPM 6Gbps SAS 2.5-inch Hard Drive scalable up to 180 drives			
4	10 TB Useable space after RAID 5			
5	8 x 8 Gbps front end port across controller pair with SFP transceiver			
6	Redundant Power Supply			
7	Virtual Disk Copy (Snap Shot, Clone and mirroring) and Storage Level replication			
8	RAID 0,1,5,6,1+0			
9	Minimum 16 GB cache per controller			
10	Rack space up to 2 U			
11	Storage Management Software must integrate with virtualisation software.			
12	All software should support entire proposed no. Of drives			
13	Warranty : 3Yr Support & Mission Critical: (7x24) 4-hour Onsite Service			

IV) Virtualization & Management Software

Sr. No	Component	Our Requirement	Compliance	Specify your Offer
			(Yes/No)	
1	Virtualization & Management Software	Specify		
2	Creation of VMs in the hosts	Capability to convert physical instances to virtual instances and virtual instances from third party platform to its own virtualization platform		
		Virtualization software license should have capability to create unlimited no. of virtual machines per host with Windows server/Redhat Linux as a guest operating system.		
3	Management of the platform	Virtualization management software console shall maintain a record of significant configuration changes and the administrator who initiated them.		
		Virtualization management software console shall provide the Manageability of the complete inventory of virtual machines, and physical servers with greater visibility into object relationships.		
		Management console should reside on existing virtualized host.		
		Virtualization management software should include provision for automated and integrated online/offline VM patch management and automated host patch mgmt with no VM downtime		
		Virtualization management software should support user role and permission assignment (RBAC)		
		Virtualization management software console shall provide Interactive topology maps to visualize the relationships between physical servers, virtual machines, networks and storage.		
		Creation of more VMs for additional hardware. Upgradation of existing VMs for RAM, Cores etc.		
		Virtualization management software should have capability of providing a self service portal and a self service catalog.		

		Virtualization Management software should have the capability to deliver process automation and orchestration.		
4	High Availability	Should support VM migration in case of planned & unplanned down times. Virtualization management software should have integrated Physical Host and Virtual Machine performance monitoring.		
5	Monitoring	Single view of all virtual machines, allow Monitoring of system availability and performance and automated notifications with alerts. Monitor and analyze virtual machines, and server utilization and availability with detailed performance graphs.		
		Virtual Machine performance monitoring reports for performance and utilization of Virtual Machines. It shall co-exist and integrate with leading systems management vendors.		
6	Hardware Integration	The Solution shall also integrate with FC,FCoE and iSCSI SAN and infrastructure from leading Vendors so as to leverage high performance shared storage to centralize Virtual Machine file storage for greater manageability, flexibility and availability		
7	Database	The solution should support leading databases like SQL Server, Oracle, etc		
8	Replication	Should support inbuilt replication features		
9	Backup	Should have integrated backup solution as part of same platform.		
		The virtualization software should provide Simple and cost effective backup and recovery for virtual machines which should allow admin to back up virtual machine data to disk without the need of agents and this backup solution should have built-in variable length de-duplication.		
		Virtualization software should enable integration with enterprise backup software to protect system, application, and user data in virtual machines in a simple and scalable way		

V) Details of Quantities of Hardware/Software

Sr No	Item Description	Unit Price (A)	Taxes (B)	Qty (C)	Item Cost = (A+B)*C
I)	Blade Chassis with 3 years warranty			1	
II)	Blade servers with 3 years warranty			2	
III)	Storage with 3 years warranty			1	
IV)	SOFTWARES: Virtualisation software with Management Console			1	
VI)	Microsoft Windows 2012 Std. Edition (64 Bit) License including media kits			1	
TOTAL					

please mentions license quantity.

VI) Service Support

Sl. No	Component	Our Requirement	Specify Your Offer
1.	Hardware	Post-warranty comprehensive on-site 24x7 maintenance for seven years with problem resolution commitment of 4 hours.	
2.	Software	Post-warranty comprehensive on-site 24x7 maintenance for One year with problem resolution commitment of 4 hours.	

Name:

Signature:

Seal of company:

Indicative Bill of Material
(Indicative Bill of Material / Price Schedule)

I – One-time costs (Hardware)

Sr No	Item Description	Unit Price (A)	Qty (B)	Cost (C) (C=A*B)	Taxes (D)	Total Cost (E) (E=C+D)
1)	Blade Chassis with 3 yrs warranty		1			
2)	Blade Servers with 3 yrs warranty		2			
3)	Storage with 3 yrs warranty		1			
4)	Any other item if any					
	Total					

II - One time implementation costs

Sr No	Item Description	Implemen tation Cost (A)	Taxes (B)	Total Cost (A+B)
I)	Implementation cost towards installation & configuration of Blade Chassis, Blade servers, Tape Library Storage Configuration publishing luns on all the servers from New storage, Installation & Configuration Virtualization Software and Virtualization Management Software , Creation of Virtual Machines and Installation of Operating System & other software as mentioned in EOI			
Total				

III – Recurring costs/AMC (Hardware for one year)

Sr No	Item Description	Unit Price (A)	Qty (B)	Cost (C) (C=A*B)	Taxes (D)	Total Cost (E) (E=C+D)
1)	Blade Chassis		1			
2)	Blade Servers		4			
3)	Storage		1			
4)	Any other item if any					
	Total					

IV- Total Cost of ownership (TCO)

Sr.No	Item Description	(A) Base Price	(B) Taxes	Item Cost (A)+(B)
1.	Total Hardware Cost (I)			
2.	Total Software Cost (II)			
3.	Total Implementation Cost (III)			
3.	Total AMC Cost (IV)			
4.	Total ATS Cost (V)			
Total Cost of Ownership (in figures)				
Total Cost of Ownership (in words)				

Note:

Signature:

Name

Date

Seal of company:

Bidders Information

Name _____

Constitution _____

Address _____

Names & Addresses of the Partners if applicable

Contact Person(s) _____

Telephone, Fax, e-mail _____

Number of years of experience in Server/storage business _____

Please give brief financial particulars of your firm for the last 2 years along with the volume of business handled.

(The information will be kept confidential)

Year	Financial year 2012-13	Financial year 2013-14
Operating Profit		
Total Turnover		
Revenue earned Server/storage business		

Is company ISO Certified? If yes, provide information along with true copy of certificate.

Signature:

Name

Date

Seal of company:

Declaration for Compliance

All Terms and Conditions including scope of work except technical specifications

We hereby undertake and agree to abide by all the terms and conditions stipulated by the DLR&S in this EOI including all addendum, corrigendum etc. (Any deviation may result in disqualification of bids).

Signature:

Name

Date

Seal of company:

Technical Specification

We certify that the systems/services offered by us for tender confirms to the specifications stipulated by you with the following deviations

List of deviations

1) _____

2) _____

3) _____

4) _____

Signature:

Name

Date

Seal of company: