

Request for Proposal
Delivery, Installation and Maintenance of
Server, Storage and SAN Switch for
existing State Data Centre (SDC) at
Nagaland



Nagaland State e-Governance Society

Ref No. NSeGS/SDC-9/2016(Vol.I)

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1 Section I: Invitation to Bidders / Important dates

The invitation to bid is for Delivery, Installation and Maintenance of Server Hardware, Storage and software license for existing State Data Centre (SDC) of Govt. of Nagaland. The bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. This section provides general information about the Issuer, important dates, addresses and the overall eligibility criteria for the bidders.

1.1 Key Events and Dates

SL N	Information	Details
1.	RFP No. and Publishing Date	NSeGS/SDC-9/2016(Vol.I),16 th November 2022
2.	Availability of RFP	www.nagalandtender.gov.in ; www.nagaland.gov.in
3.	RFP Document Download Start Date	16 th November 2022, 2PM (Server Time)
4.	RFP Document Download End Date	21 st November 2022, 2 PM (Server Time)
5.	Bid validity period	90 days from the last date (deadline) for submission of Techno-commercial response/ proposals.
6.	Last date for submission of Pre-bid queries	NA
7.	Publication of Pre-Bid Responses and Corrigendum if any	NA
8.	Bid Document Submission Start Date	16 th November 2022, 2PM (Server Time)
9.	Bid Document Submission End Date	21 st November 2022, 2 PM (Server Time)
10.	Opening of Technical Bids	21 st November 2022, 3 PM (Server Time)
11.	Place, Time and Date of opening of Financial proposals received in response to the RFP	To be announced later
12.	Earnest Money Deposit (EMD)	INR 3,50,000/-
13.	Contact person for Correspondence: All Queries to be submitted by e-mail only	“Member Secretary, NSeGS and Director IT &C”, Directorate of Information Technology & Communication, Thizama Road, Nagaland, Kohima – 797 001 Email Id - dit-ngl@nic.in

1.2 SDC Location

The State Data Centre (SDC) is hosted at the premises of the following:

Directorate of Science & Technology, Govt. of Nagaland
Below New Secretariat,
Kohima – 797001, Nagaland

1.3 Procurement of the RFP

The tender document can be downloaded from State website www.nagalandtender.gov.in & www.nagaland.gov.in

2 Section II - Instruction to Bidders

2.1 Instructions for Online Bid Submission

This tender document has been published on the eProcurement Portal of Nagaland (<https://nagalandtenders.gov.in>). The bidders are required to submit soft copies of their bids electronically on the above Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Portal, prepare their bids in accordance with the requirements and submitting their bids online on the eProcurement Portal of Nagaland. More information useful for submitting online bids on the eProcurement Portal of Nagaland may be obtained at: (<https://nagalandtenders.gov.in>).

2.1.1 Registration:

- Bidders are required to enrol on the e-Procurement module of the eProcurement Portal of Nagaland (<https://nagalandtenders.gov.in>) by clicking on the link “Online Bidder Enrolment”. Enrolment on the Portal is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the eProcurement Portal of Nagaland.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Safescrypt /IDRBT /Capricorn CA/ nCode / eMudhra etc.), with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2.1.2 Submission of bids:

- Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- The server time (which is displayed on the bidders dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of

sensitive fields is done. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- The decision of Tender Evaluation Committee arrived during the various stages of the evaluation of the bids is final & binding on all vendors. Any representation towards these shall not be entertained by the Tender Evaluation Committee .
- Upon verification, evaluation / assessment, if in case, any information furnished by the vendor is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.
- The Tender Evaluation Committee will not be responsible for any misinterpretation or wrong assumption by the Bidder, while responding to this tender.

2.2 Procedure for Submission of Bids

- The Tender shall be submitted in two part viz., Technical Bid and Price Bid.
- Both the Technical Bid & Financial Bid has to be submitted in the e-procurement portal only.
- The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this manner.
- All the pages of bid should be sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

2.2.1 PART I: Technical Bid Documents

The Technical Bid of the Bidder should include the following documents (besides the other requirements of the tender), original copies or attested copies, as the case may be, in the absence of which the Tenders Bid will be rejected.

- Section VI – Format 1 – Qualification Bid Letter.
- Section VI – Format 2- General information about the Bidder.
- Section VI – Format 3- Detailed checklist for Qualification dully filled in along with the supporting documents as defined in this RFP. Bidders are requested to add a column for page no. in the Qualification check list table. Bidder are requested to provide the corresponding page no. of the respective criteria given in the Qualification check list table.
- Section VI – Format 4- Declaration Regarding Clean Track Record
- Section VI – Format 5- Declaration of Terms & Conditions of the RFP
- Section VI – Format 6- OEM MAF
- Section VI – Format 7- Unpriced BoM and Compliance to the specification. Bidder to upload all the necessary product brochures and other necessary supporting documents.
- The Scanned Copy of the Receipt of the payment of Earnest Money Deposit (EMD). It may be noted that the original DD/cheque for the EMD should reach the address for correspondence before the bid opening date in a separate sealed envelope.
- Copy of Power of Attorney executed by the Bidder in favor of the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this Tender.

2.2.2 PART II: Financial Bid Documents

- Price Bid Undertaking as Section VI- Format 8.

- Schedule of price bid as per Section VI- Format 9.

2.2.3 Please Note that Prices should not be indicated in the Technical Bid and should only be indicated in the Commercial Bid.

- The Bidder shall indicate in the Performa prescribed, the unit rates and total Bid Prices of the equipment / services, it proposes to provide under the Contract. Prices should be shown separately for each item as detailed in Tender Document. In absence of this information the bid may be considered incomplete and be summarily rejected.
- The Bidder shall prepare the bid based on details provided in the tender documents. It must be clearly understood that the Scope of Work is intended to give the bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the NSeGS.
- The Bidder shall carry out all the tasks in accordance with the requirement of the tender documents with due diligence and it shall be the responsibility of the Bidder to fully meet all the requirements of the tender documents. If during the course of execution of the project any revisions are required to meet the goals of NSeGS like Technical specifications, Equipment sizing etc. are to be made within the current price without any impact to NSeGS.
- If bidder does any mistake in calculation of total amount, the unit price value will be taken as confirmed and calculations will be done accordingly.
- The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- The Bidder shall duly sign and seal its bid with the exact name of the firm/company to whom the contract is to be issued.

2.3 Cost of Bid

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

2.4 Site Visit

The Bidders may visit the Site and get all the relevant information related to site and submit the solution bid accordingly. Any additional scope which is to be carried out should be mentioned in the BOQ as one line item.

The Bidders should inform the Tendering Authority in writing seeking permission about the visit of the Site(s) three day before their purpose of visit vide e-mail to ditc-ngl@nic.in. The Bidder Should complete the Site Visit Activity before the last date of Submission of Bid.

2.5 Clarification on Tender Document

A prospective Bidder requiring any clarification on the RFP Document may submit his queries, in writing ONLY by e-mail to the following address: dit-ngl@nic.in. The Bidder should submit the Queries in **Excel File** only. The Bidders will have to ensure that their queries (if any) should reach the above mentioned e-mail id on or before 7th November 2022 by 14:00 Hours (2 PM). Queries received beyond the above-mentioned date & time will not be entertained/ addressed, at any cost.

Format for sending queries:

S. No.	Pg. No.	Section No.	Sub-section. (if any)	RFP statement requiring clarification	Type of Query (PQ/ Technical/ Payment milestone/ Legal, Others.)	Proposed Clarification/ Amendments
1.						
2.						
3.						

2.6 Discounts

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

2.7 Language of Bids

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

2.8 Bid Prices

- I. The Bidder shall indicate in the Performa prescribed, the unit rates and total Bid Prices of the equipment / services, it proposes to provide under the Contract. Prices should be shown separately for each item as detailed in Tender Document.
- II. In absence of above information as requested in Clause above, a bid may be considered incomplete and be summarily rejected.
- III. The Bidder shall prepare the bid based on details provided in the tender documents. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the NSeGS.
- IV. The Bidder shall carry out all the tasks in accordance with the requirement of the tender documents with due diligence and it shall be the responsibility of the Bidder to fully meet all the requirements of the tender documents. If during the course of execution of the project any revisions are required to meet the goals like Technical specifications, Equipment sizing etc. are to be made within the current price without any impact to NSeGS.
- V. If bidder does any mistake in calculation of total amount, the unit price value will be taken as confirmed and calculations will be done accordingly.
- VI. If bidder misses any item/items and does total calculation excluding that item/items, H1 price will be loaded on that item/items.
- VII. Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of contract.

2.9 Firm Prices

- I. Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- II. The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies and other charges as may be applicable in relation to the activities proposed to be carried out.
- III. The Bidders are informed that discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purposes.
- IV. Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.
- V. The final Rate shall be written both in words and figures. There should not be errors and/or over-writings. Corrections, if any, should be made clearly and initialed with dates. The rates should mention element of the GST separately.
- VI. NSeGS will consider if any revision in GST during the tenure of the project. But it's Bidder's responsibility to notify (with supporting document(s)) NSeGS regarding any upward and downward change in the GST and pass the benefit to NSeGS if there is any downward change in the same and NSeGS will bear in case of upwards change.

2.10 Bidder Qualification

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

2.11 Period of Validity of Bids

- I. Bids shall remain valid for 3 months/ 90 days from the last date of submission of Bids. A bid valid for a shorter period may be rejected as non-responsive.
- II. In exceptional circumstances, NSeGS may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in Corrigendum. The validity of EMD shall also be suitably extended.

2.12 Local / Site Conditions

- I. It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and other relevant factors at the Data Center site which would have any effect on the performance of the contract and/ or the cost. The Bidders are advised to visit the existing SDC location (at their own cost) and due-diligence should be conducted before the bid submission.
- II. The bidder must intimate the State Government three day before their purpose of visit vide e-mail to ditc-ngl@nic.in. The Bidder is expected to complete the site visit activity before the last date of submission of Bid.
- III. The Bidder is expected to make a site visit to the existing Data Center facility to obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract. Obtaining such information shall be at Bidder's own cost.
- IV. Failure to obtain the information necessary for preparing the bid and/ or failure to perform activities that may be necessary for providing the services before entering into contract will in no way relieve the successful Bidder from performing any work in accordance with the Tender document.
- V. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding document. NSeGS shall not entertain any request for clarification from the Bidder regarding such conditions.
- VI. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by NSeGS and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the NSeGS on account of failure of the Bidder to appraise themselves of local laws and site conditions.

2.13 Contacting the Purchaser

- I. No Bidder shall contact the Purchaser on any matter relating to its bid; from the time of the bid opening to the time the Contract is awarded.
- II. However, the Purchaser may contact the Bidders during evaluation.
- III. Any such effort by a Bidder influencing the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

2.14 Modification and Withdrawal of Bids

- I. The Bidder is allowed to modify or withdraw its submitted bid any time prior to the last date prescribed for receipt of bids.
- II. No bid may be altered/ modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders will not be considered.
- III. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

2.15 Opening of Bids

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

2.16 Evaluation of Bids

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

I. Preliminary Examination:

- a. The NSeGS will examine the bids to determine whether they are complete, whether the bid format confirms to the Tender requirements, whether any computational errors have been made, whether required tender fee and EMD has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- b. A bid determined as not substantially responsive will be rejected by NSeGS and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- c. The NSeGS may waive any informality or non-conformity or irregularity in a bid which does not constitute a material deviation according to the Bidder, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

II. Clarification

When deemed necessary, during the tendering process, the NSeGS may seek clarifications on any aspect from any or all the Bidders. However, that would not entitle the Bidder to change or cause any change in the substance of the tender submitted or price quoted.

III. Evaluation of Bids

Pursuant to the Qualification criterion and subsequent Technical compliance of the Component, the Price Bid will be opened.

2.17 Evaluation of Commercial Bids

Commercial bids of those bidders who qualify the technical evaluation will be opened.

2.17.1 Evaluation of Bid

The Bidder whose Final Price is Least will be declared L1.

2.18 Post Qualification and Award Criteria

- I. Award of contract shall be given to the bidder who will be declared L1.
- II. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event; NSeGS will proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- III. NSeGS is not bound to accept the best evaluated bid or any bid and reserves the right to accept any bid, wholly or in part, part without assigning any reason to the bidders

2.19 NSeGS right to vary Scope of Contract at the time of Award

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

2.20 Performance Security

- I. Within 07(Seven) days from the date of order from the Tendering authority, the successful Bidder shall furnish the performance security.
- II. Failure of the successful Bidder to comply with the requirement of Clause 2.20(I) shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. In case of exigency, if the Tendering authority gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by the successful Bidder.

2.21 Confidentiality of the Document

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

2.22 Right to Terminate the Process

NSeGS reserves the right to terminate the RFP process at any time and without assigning any reason. NSeGS makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by NSeGS.

2.23 Right to vary quantity

- I. At the time of award of Work Order and Contract the quantity of goods, works or services originally specified in the bidding documents may be increased or Decreased. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents. In the event, either the goods, works or services for which variation is sought for, then the same shall be done through a Change Order.
- II. If NSeGS does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.

2.24 Rejection Criteria

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

I. General Rejection Criteria

- i. Bids submitted without or improper Tender fee and EMD.
- ii. Bids which do not confirm unconditional validity of the bid as prescribed in the Tender.
- iii. If the information provided by the Bidder is found to be incorrect / misleading at any stage/time during the Tendering Process.

- iv. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
- v. Bids received by NSeGS after the last date and time prescribed for receipt of bids.
- vi. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- vii. Technical Bid containing commercial details.
- viii. Revelation of Prices in any form or by any reason before opening the Commercial Bid.
- ix. Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- x. Bidders not quoting for the complete scope of Work as indicated in the Tender document, addendum(s) (if any) and any subsequent information given to the Bidder.
- xi. Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Document.
- xii. The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.

II. Commercial Rejection Criteria

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

2.25 Concessions permissible under statutes

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sale Tax Act, 1956, failing which it will have to bear extra cost where Bidder does not avail concession on rates of levies like customs duty, excise duty, sales tax, etc. NSeGS will not take responsibility towards this.

3 Section III: Eligibility Criteria

The bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements, as described in the tender document. The bidder must also possess the technical know-how and the financial. The bids must be complete in all respects and should cover the entire scope of work as stipulated in the tender document.

The invitation to bid is open to all bidders who qualify the eligibility criteria as given below:

S. No	Clause	Documents required
1.	The bidder should be a company registered under the Companies Act, 1956 since last 5 years.	Certificate of incorporation
2.	Bidder should have experience of Supply and installation of Server Hardware, Network and Storage Component in the Data Center and should have been in the business for a period exceeding Three (3) years as on 31-3-2022.	Work Orders & Completion Certificates confirming year and area of activity.
3.	The Bidder should have Positive Net worth during last three years, ending 31.03.2022. The copies of Audited Annual Accounts/Balance Sheet along with Profit & Loss Account and CA Certified Statement for last three financial years shall be submitted.	Chartered Accountant certificate for Net-worth. Net-worth shall exclude any revaluation reserve. Copy of the audited profit and loss account along with audited balance sheet of the company showing turnover of the company for last three (3) years.
4.	Last Financial year turnover should be 10 Crores & Average annual financial turnover during in last three years, ending 31st March 2022, should be at least INR 10 Crores. Audited balance sheet or CA Certified Statement for the financial year 2019-20, 2020-21 and 2021-22 shall be submitted.	Audited balance sheet or CA Certified Statement for the financial year 2019-20, 2020-21 and 2021-22 shall be submitted
5.	Bidder should have experience in successfully completing implementation of similar projects involving Installation of Server Hardware, Network and Storage Component during the last Three (3) years as on 31 st March 2022. The value of such projects should belong to anyone of the following categories. i. Two completed projects costing not less than Rs. 1.25 Crores each or ii. One completed project costing not less than Rs. 2.5 Crores	Copy of Work Orders/Completion Certificates/Client Certificates
6.	The Hardware and software OEM should be <ul style="list-style-type: none"> • in operation in India for last Five Years • must have a Service Center in India as on 31st March 2022 • must have ISO 9001:2015 certificate. 	Valid Copy of Certificate
7.	The bidder/OEM must have an Area Support office at any of the North Eastern States and have on its roll at least 5 technically qualified professionals at that Area support office in providing the support of the offered Server	Certificate from bidders HR Department for number of Technically qualified professionals employed by the company. Also, HR Certificate has to be on bidder's letter head and signed by authorized signatory.

S. No	Clause	Documents required
	Hardware & software Components as on 31-3-2022.	
8.	The bidder should furnish, as part of its bid, an Earnest Money Deposit (EMD) of INR 3,50,000/-.	The EMD should be denominated in Indian Rupees and should be in the form of Cheque/DD or BG, by a Nationalized/Scheduled bank.
9.	The bidder must have to furnish the tender document fees of Rs. 10000/- (Non-Refundable)	The tender document fees should be denominated in Indian Rupees and should be in the form of Cheque/DD by a Nationalized/Scheduled bank.
10.	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.	Declaration in this regard by the authorized signatory of the bidder on its own letterhead.
11.	The bidder should submit valid letter from the OEMs confirming following: <ul style="list-style-type: none"> • Authorization for bidder • Confirm that the products quoted are not "end of life or end of sale products" for next five years as on Bid Submission date. If in case the support for the product quoted has been stopped/ withdrawn till the time of delivery of equipment, the same will be changed with the superior product at no extra cost • Undertake that the support including spares, patches, upgrades for the quoted products shall be available for the period of 5 years from the date of acceptance. 	Relevant documentary evidences like Authorization letters, MAF (Manufacturers Authorization Form) from Vendors whose products are being quoted by the Bidder need to be attached in the proposal)
12.	The Bidder should have Valid GSTN registration certificate and Permanent Account Number (PAN/ TAN) issued by income Tax department.	Copy of each registration certificates should be provided along with up-to date GSTN clearance certificate.

Note:

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

No consortium is allowed.

4 Section IV - General Conditions of the RFP

4.1 Performance Security

Successful Bidder shall deposit the performance security money as follows:

- 10% of total order value up to the successful completion of the Installation of all the components and acceptance of the same by NSeGS.
- Once the Installation is accepted by the NSeGS, another PBG of 7% of the order value to be submitted by the Bidder. The first PBG of 10% will be returned to the bidder on acceptance of this PBG. It will be valid for the duration of the Warranty support period.

Cash/ Bank Draft/ Bankers Cheque / Bank Guarantee (from a scheduled/ nationalized bank whose branch is at Kohima, Nagaland duly discharged in favour of Nagaland State e-Governance Society (NSeGS).

- Performance Security bank Guarantee should be irrevocable till completion of Warranty Period.
- Client should take the conformation from the bank.
- No interest will be paid by the NSeGS on the EMD & bid security, performance security deposit.

4.2 Forfeiture of Performance Security

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

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

4.3 Release of Performance Security

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

4.4 Ownership of Equipment

NSeGS shall own the equipment, supplied by the Bidder arising out of or in connection with this Contract.

4.5 Transit Risks

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

4.6 Indemnity

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

- i. Any negligence or wrongful act or omission by the Bidder or the Implementation Agency's Team or any sub-Implementation Agency/ third party in connection with or incidental to this Contract.

- II. Any breach of any of the terms of the Bidder's Bid as agreed, the Tender and this Contract by the Implementation Agency, the Implementation Agency's Team or any sub Implementation Agency/ third party.
- III. Any breach of patent / copy right / intellectual property right on account of use of / in connection with any offered product/Licenses.
- IV. Any payment to OEM/Supplier/Third Parties/Manpower.
- V. The indemnity shall not be more than 100% of project value in favor of the NSeGS.

4.7 Suspension of Work

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

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

4.8 Incidental Services

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

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

4.9 Warranty

- I. The Bidder is required to provide onsite OEM warranty valid for 3 years for all supplied component with no extra cost in commercial part of bid.
- II. The Bidder shall warrant that all the equipment supplied under the Work Order is newly manufactured and shall have no defect arising out of design, materials or workmanship or from any act or omission of the Bidder that may develop under normal use of the supplied equipment in the conditions prevailing across the country.
- III. The Bidder shall warrant that the services provided under the Work Order shall be as per the Service Level Agreement (SLA) defined in the tender.
- IV. This warranty, for all equipment, shall remain valid for 36 months after the successful Acceptance of all the Components at the State Data Center.

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

4.10 Insurance Requirement

The Bidder shall maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance and any other insurance for all the component supplied and submit the list of all the insured items to NSeGS at the time of delivery of the components. The Bidder shall take and keep effective all the insurances during the warranty support period of the components.

The Bidder at its cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law to protect its interest and interest of NSeGS against all perils. The insurance covers to be taken by the Bidder shall be in a joint name of the NSeGS and the Bidder. The Bidder shall, however, be authorized to deal directly with Insurance Company or companies and shall be responsible in regard to maintain of all insurance covers. Further the insurance should be in freely convertible currency.

The Selected Bidder shall take necessary insurance against loss, damage, theft, pilferage, fire, accident and damages during transit and installation. The insurance shall cover the entire cost of materials.

It will be the responsibility of the selected Bidder to lodge, pursue and settle all claims (for all the equipment) with the insurance company in case of any damage, loss, or fire and the NSeGS shall be kept informed about it. The losses, if any, will have to be borne by the Bidder if the claims are not lodged and pursued properly in time or if the insurance company does not settle the same.

4.11 Software Licenses

The paper licenses of all software to be deployed as part of the project would be in the name of the NSeGS, and the original copy of the same shall be deposited by the successful bidder at the NSeGS's office during the delivery of the components and before the installation of the software.

The Bidder shall ensure patches to the licensed software including operating system, databases and other supplied Software.

The Bidder should ensure that the licenses are transferable to any entity currently present/ created in the future that is related to NSeGS.

4.12 Service Levels

S. No.	Description	Target
1	Availability of Service Engineer at NSeGS	Within next Business Day from the date of intimation of Call
2	Resolution of Minor Technical Issues	Within next Business Day from the date of intimation of Call
3	Replacement of any parts of the supplied system	Within Five Business Day from the date of intimation of Call

4.13 Performance and Spares

The OEM of all offered components shall stand guarantee for the supply of spares of all the equipment under the scope of supply for a minimum period of 5 years from the date of Final acceptance Test (FAT) of the components at the Nagaland State Data center and also guarantee that discontinuity of production of any item offered as a part of the system shall not affect the maintainability of the system for a period of 3 years from the date of Final Acceptance Test (FAT) of the components at the Nagaland State Data center.

4.14 Prices

Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of contract. NSeGS however reserves the right to review and negotiate the prices.

4.15 Payment Schedule

The fee amount will be equal to the amount of the Commercial Bid. Payments will be released only on satisfactory acceptance of the deliverables for each Task as per the following schedule. Subject to discussion by NSeGS payments to the Bidder will be made.

S. No.	Payment Schedule	Fee Payable	Deliverables
1.	On Successful Delivery of the Components	60 %	1. Delivery Challan 2. Material Receipt confirmation by NSeGS 3. All necessary Insurance Document 4. All necessary Paper Licenses
2.	On Successful Completion of Final Acceptance Test (FAT) and Acceptance by NSeGS	40%	1. All Necessary Installation Document and Commissioning Report 2. OEM Warranty Support Document 3. All the Installation and Configuration Documents 4. FAT Report 5. Acceptance Report by NSeGS

All Payments shall be made in Indian Rupees Only

4.16 Force Majeure

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

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

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

4.17 Liquidated Damages

In the event Bidder fails to provide the Services in accordance with the Time-Line at section 5, Bidder shall be liable for penalty of 1 % of the invoice value capped to 10% of the amount on milestone deliverables for every week delay to complete the milestone.

4.18 Supply of components:

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

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

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

4.19 Specifications:

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

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

4.20 Delivery & Installation:

The Bidder whose tender is accepted shall arrange to supply the ordered material as per specifications mentioned and within time period specified in the schedule. During Delivery, NSeGS representative shall physically check the ordered equipment. The Bidder shall submit all the delivery challans to NSeGS or Authorized representative.

The Installation of all the Server should be carried by the OEM Service Engineer only.

4.21 Transportation:

All goods must be sent freight paid.

4.22 Eligible goods and services:

All products quoted must be associated with specific model numbers, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document.

The OEM/ Vendor should have its direct representation in India in terms of registered office for at least past 5 years. The presence through any Distribution / System Integration partner agreement will not be accepted.

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

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

4.23 Recoveries:

Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bills. Amount may also be withheld to the extent of short supply, breakage, rejected articles and in case of failure in satisfactory replacement by the Bidder along with amount of liquidated damages shall be recovered from his dues and security deposit available with NSeGS. In case recovery is not possible recourse will be taken under laws in force.

5 Section V - Scope of Work

The scope of work shall cover Supply, Installation, System Integration, configuration, warranty support of Hardware and storage devices, for a period of three years from the date of acceptance of the system by NSeGS. The bidder shall assist the NSeGS in executing the new infra implementation & migration of existing applications/ systems in the new environment.

The detailed scope of work relates to:

- Supply Installation and Commissioning of the Following at the Nagaland SDC
 - Hardware
 - Rack Servers installation & Commissioning.
 - Storage devices installation & Commissioning.
 - Services
 - Installation and Commissioning of the supplied Hardware and Storage devices.
 - Installation of Operating systems, making required configuration, clustering (wherever required), SAN connectivity establishment etc. (not limited to) in the supplied new Servers as per the requirement of the NSDC.
 - Configuring and fine tuning of sub-systems to achieve overall optimal performance and highest security will be the responsibility of the successful bidder
 - Antivirus clients shall be deployed in the existing servers, VM's. It is the responsibility of the bidder. All the nodes should have the latest signature database. The periodic signature updating policy shall be defined after the discussion with NSeGS.
 - Installation, configuration of Storage shall be the responsibility of the bidder. Responsibility of Data transfer shall be mutually agreed between the NSeGS and the bidder.

Note: Proposed configuration of the systems indicated in this tender are indicative only.

5.1 Supply of the Server Hardware Storage devices

It would be the responsibility of the Bidder to supply all the products and equipment as specified in the Bill of Materials as final at their appropriate quantity and capacity . It would be inclusive of but not limited to –

- a. Timely delivery to NSDC as per the stated timelines. The Bidder in co-ordination with the composite team should ensure the readiness in all respect before delivery, installation & commissioning of all items.
- b. Transportation of items – no extra / additional charges (road tax, entry tax, excise, toll-tax, insurance) would be considered for payment.
- c. Safety – The Bidder would be responsible for maintaining adequate safety measure at the storage points.
- d. The bidder must not supply any such equipment that it likely to be declared end-of-sale within Five years from the date of supply. The bidder must replace any such equipment with at least the equivalent or higher configuration.
- e. Duly tagged product catalogues with technical specifications of the product should be provided along with certificate from OEM. Any lower deviation in the installed equipment / items from the proposed equipment / items would not be accepted and the bidder will have to replace them with the same or higher specification without any extra cost.

- f. All the licenses of components shall be in the name of NSeGS only.
- g. Offered software licensing details shall be mentioned elaborately, i.e. support pack, support type, total license, module wise license, measurement criteria (core/ node/ processor/ user etc.)

5.2 Scope of Installation, Commissioning and System Integration

The Bidder shall be responsible for all unpacking, assembling, wiring, installations, cabling between hardware units and connecting to power supplies, commissioning & necessary configuration including OS. The Bidder will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at installation sites.

5.2.1 Server Setup

The related services, including but not limited to, the following activities shall be carried out by the bidder:

- Installation, configuration, testing, and integration at NSeGS of the ordered SYSTEM(s) as per BOM.
- The Rack Servers should be connected to the SAN Storage using SAN Switch.
- The bidder should fine-tune the Operating System including operating system hardening, virtualization solution hardening and other S/W and H/W components for optimum performance.
- Bidder has to carry out the configuration in various Systems in such a manner so as to automatically maintain at least 3 months' system failure logs to carry out the analysis of failure.
- Integrate the Rack Server and Blade Servers with the existing Storage system of NSDC with necessary configuration as per the guidance of NSeGS.
- Patch update & version upgrade of software & firmware of the Servers and Operating System during the Warranty Period.
- Bidder to configure clustering/ high availability in the server's as per the solution requirement.

5.3 Acceptance Test

Final Acceptance Testing shall involve the completion of the supply and installation of the required components and making the systems available to NSeGS for carrying out live operations.

- The selected Bidder to prepare detailed test plan and test cases and share the same to NSeGS for approval prior to testing.
- The selected Bidder to perform detailed acceptance testing of all the supplied components.
- Once the test cases are approved, the Bidder need to perform the tests according to the test cases along with the NSeGS representatives and share the results to NSeGS.
- If any of the tests failed, Bidder need to take appropriate actions.
- The FAT will be approved by NSeGS once all the Test results are found satisfactory.

5.4 Operations and Maintenance

The selected Bidder is responsible for the Warranty support and maintenance of the supplied system for the entire period of Warranty support. For all the components procured as part of this RFP, the selected Bidder will be responsible for smooth Operations and Maintenance Services for the period covering On-Call support for 3 years of warranty from the date of Acceptance of all the components covering the following:

- i. Warranty support
- ii. Periodic and AMC support including repair and replacement
- iii. Annual Technical Support (ATS) for all the licensed software

5.5 Bill-of Material

The proposed Bill of Materials to be supplied by the Bidder are as follows.

SL #	Equipment Name	Qty.
A.	Server & Storage	
1.	RACK Server	8
2.	SAN Storage with 100 TB Raw capacity (30 TB SSD+ 70 TB SAS 10K)	1
3.	SAN Switch (24 Port 16 gb/s)	2
B.	Additional Services	
1.	Installation of server, storage, software's & other required configuration	Lot
2.	Other Item/ Additional Item (Bidder May include as per solution)	

- ❖ Bidder has to provide all the required latest System Software (OS, DBMS, and Antivirus etc.) including adequate number of licenses as per the Solution proposed, updates, patches OEM support packs etc. valid for the project period to ensure that the system is properly updated.
- ❖ Licensing: Bidder has to provide all adequate number of licenses of software to meet the solution which shall be valid for the project period. The Bidder has to produce evidence/ licenses to Tendering Authority.
- ❖ All accessories (Soft, Hard, Cables (Power, Data, HBA etc.) required for any kind of components/ equipment's to be installed in STATE DATA CENTER shall be arranged by Bidder at its own cost

IMPORTANT:

The items and quantity mentioned in this bill of material are the minimum requirement which may vary during actual execution & this is an indicative BoM. The actual components as well as their number will be dependent on the solution provided by the Bidder considering the site requirements, proposed solution and performance SLA. In case the bidder feels that some extra items are required as per the solution they propose, they may quote the same as additional item. The purchaser reserves the right to increase/ decrease quantity of any components or may remove any component completely.

Note:

1. The Bidders are requested to do Site Survey before bidding to finalize the solution and factor if any additional component is required.
2. Compliance to the specifications mentioned (wherever applicable) in the RFP is to be given only on the letter head of the respective OEM. MAF from the OEM is essential and a mandatory requirement.

5.6 Technical Specification of the Components

5.6.1 Rack Server

Sl. No.	Desired Specification		Bidder's Proposed Specification	Compliance (Yes/ No)	Deviations (If any)
	Make	To be clearly mentioned. All the relevant product brochures and manuals must be submitted			
	Model	To be clearly mentioned. All the relevant product brochures and manuals must be submitted.			
1.	Certification Required	OEM-ISO9001 Manufacturer			
2.	Standard Compliance Required	UL, FCC & RoHS			
3.	Server Form Factor- Maximum 2U Rack				
4.	Latest Generation 2*12 Core x86 processor, minimum 3 Ghz. speed and maximum L2 cache or Higher processor Spec				
5.	Memory: 512 GB memory DDR4 scalable up to 8 TB.				
6.	Hard Disk Drive: Min 2 x 900 GB or higher SAS HDD				
7.	RAID Controller support: RAID 0, 1, 1 TP, 10, 10 TP, 5, 6, 50, 60				
8.	The available bandwidth on the server shall be 2x 10 Gbps (minimum) for Ethernet ports and 2x16/32 Gbps (minimum) for FC ports.				
9.	Remote Administration: Should have network management port for remote administration with Server monitoring software (Advanced).				
10.	Keyboard: Virtual KVM based remote control				
11.	Hard Disk Controller: SAS based supporting RAID 0 and 1				
12.	Management: OS independent hardware health status				
13.	<p>1. Offered servers shall have cloud enabled monitoring and analytics engine for proactive management. All required licenses for same shall be included in the offer.</p> <p>2. Cloud Enabled Monitoring and analytics engine shall have capability to provide following:</p> <p>a. Providing Firmware upgrade and patch upgrade recommendations proactively.</p> <p>b. Providing power and support entitlement status.</p> <p>c. Recommendations to eliminate performance bottlenecks and critical events, based on Analytics engine having capability of proactive recommendation for arresting the issues / problems.</p>				
14.	Shall support 64 bit SUSE Linux Enterprise Server (SLES) Vmware, Microsoft Windows Server, Red Hat Enterprise Linux (RHEL)				

5.6.2 Storage

Sl. No.	Desired Specification		Bidder's Proposed Specification	Compliance (Yes/ No)	Deviations (If any)
	Make	To be clearly mentioned. All the relevant product brochures and manuals must be submitted			
	Model	To be clearly mentioned. All the relevant product brochures and manuals must be submitted.			
1.	Certification Required	OEM-ISO9001 Manufacturer			
2.	Standard Compliance Required	UL, FCC & RoHS			
3.	Offered storage shall be an enterprise storage array & 100% data availability guaranteed architecture. Shall be published as enterprise array on the vendor web site.				
4.	100% data availability guaranty shall be clearly mentioned on vendor web site for the offered model. If vendors are not supporting the 100% data availability as per their web site then vendor shall quote additional Controller and 10% additional capacity as cold spare along with array for mitigating the failure situations.				
5.	The storage array should support industry-leading Operating System platforms & clustering including: Windows Server 2016 / 2019, VMware 6 & 7, Solaris and HP-UX etc.				
6.	<p>1. Offered Array shall be scalable to at-least 700TB native raw capacity in a single storage system.</p> <p>2. Offered array shall support at-least 240 drives.</p> <p>3. Offered Storage array shall be supplied minimum with</p> <p>a. 30 TB RAW SSD Capacity using encrypted drives and shall be configured in Raid 6.</p> <p>b. 70 TB RAW SAS 10K Capacity using encrypted drives and shall be configured in Raid 6.</p> <p>Vendor shall not use more than 10D+2P while sizing the array.</p> <p>4. Offered Storage shall be able to protect at-least 2 drives failure simultaneously within a given raid group.</p> <p>5. Offered storage shall support both SSD and HDD. HDD shall support both SAS and NL SAS drives.</p>				
7.	<p>Vendor shall offer only the encrypted drives with appropriate encryption licenses and shall meet FIPS 140-2 – Level 2 security requirements. Vendor shall not offer any controller based or Software based encryption</p> <p>Offered FIPS 140-2 Validated encryption drives shall support both KMIP 1.3 and KMIP 1.4 for key management solutions.</p> <p>Vendor shall offer at-least internal Key manager engine for key management.</p>				
8.	Offered Storage array shall be offered with at-least dual controller and all offered controllers shall be connected to a common backplane instead of loosely connecting to SAN Switches, Ethernet Switches or InfiniBand switches.				
9.	Offered Storage array should have at-least 256GB protected DRAM cache. Complete offered cache shall be both Global and coherent.				

Sl. No.	Desired Specification	Bidder's Proposed Specification	Compliance (Yes/ No)	Deviations (If any)
	DRAM Cache shall be completely dynamic for read and write ratios and operations and vendor shall not offer any additional card / module / drive for write cache operations. Offered storage shall be based upon latest generation Intel CPUs			
10.	Offered Storage shall have dedicated, separated parallel processing engines, apart from CPU cores for effectively handling Raid-Rebuilding and data striping, thin re-claim etc. Storage array shall be supplied with at-least 2 dedicated above processing engines of minimum 12 cores either in the form of ASICs or other equivalent technologies.			
11.	Offered Storage Array shall be configured in a No Single Point of configuration including Array Controller card, Cache memory, FAN, Power supply etc.			
12.	Offered Storage array shall have capability to provide true Active / Active Replication and Stretch clustering at metro distances for Zero RPO and RTO so that a given volume pair between primary and DR location can have concurrent access to both read and write operations simultaneously. Active / Active replication shall be supported for all well-known OS like VMware, Redhat, Windows etc."			
13.	Offered storage array shall be tightly integrated with VMware and shall be certified for VVOL. Offered Storage array shall be integrated with Red-hat OpenShift, Kubernetes and other industry K8 based container platform			
14.	The storage array should have support for controller-based snapshots (At-least 1024 copies for a given volume). Offered Storage array shall support more than 32000 base volume on the storage array without snapshot and clone.			
15.	Offered storage shall be supplied with unlimited license for creation of application consistent copies for Oracle, SQL, Exchange, SAP HANA and VMware through Storage console GUI. Offered Storage shall be supplied with in-built copy management and backup S/W unlimited license for movement of data copies of Oracle, SQL, Exchange, SAP HANA and VMware to disk based backup device, public Cloud like AWS, Azure and object storage. In case, vendor doesn't support this feature then additional 100TB Front-end capacity, full featured backup s/w shall be supplied.			
16.	The storage array should support hardware based data replication at the array controller level across all models of the offered family. Offered Storage array shall support both Synchronous and Asynchronous replication across 2 storage arrays natively without using any third party or software based solution. Offered Storage array shall support 3 Data center solution natively where Primary site shall be able to replicate			

Sl. No.	Desired Specification	Bidder's Proposed Specification	Compliance (Yes/ No)	Deviations (If any)
	<p>synchronously to near-by / Bunker location and at the same time shall be able to replicate to Far location asynchronously. In case of Primary site failure – Far site shall have capability to pull the incremental information from Near-by / Bunker location natively without using any third party or software based solution.</p> <p>Offered storage array shall have capability to create the application consistency group for replication operations. Shall have flexibility to have more than 256 volumes per consistency group.</p> <p>Offered storage subsystem shall support incremental replication after resumption from Link Failure situation or during failback operations between 2DC or 3DC solution</p>			
17.	<p>Offered storage array shall be true multi-tenant and shall support more than 512 Tenant per storage array. Every tenant shall be treated as a separate logical storage array with its own user control access.</p>			
18.	<p>Cloud Enabled Monitoring and Analytics:</p> <p>a. Providing Firmware upgrade and patch upgrade recommendations proactively along with release notes and with awareness of the peripheral infrastructure connected to the array.</p> <p>b. Dashboard shall clearly highlight whether there is any issue with array with respect to best practices and shall recommend the required action, if any.</p> <p>c. Providing extremely granular per-minute historical capacity and performance trend analysis by default, without the need to enable extra logging, install any appliances (physical or virtual), or install any software.</p> <p>d. Vendor cloud enabled monitoring and analytics engine shall be completely integrated with their support team so that it can provide history of support cases logged with Support team under different column like Critical, Normal and low severity along with closed cases. Cloud monitoring tool shall be able to provide the complete month-wise breakup.</p> <p>e. Shall be able to provide the executive Dashboard covering various critical and must aspects of Total Capacity, overall health / wellness score of array. De-duplication and compression ratio, over-all front-end performance etc.</p>			
19.	<p>Cloud enabled Analytics engine shall have capability to provide following:</p> <p>a. Shall have capability of global learning – Analytics engine shall collect control information from at-least 50000+ arrays across vendor installed base for meaningful output. Vendor shall provide the documentary proof for it.</p> <p>b. Analytics engine shall have capability of proactive recommendation for arresting the issues / problems noticed at other install base of vendor after identifying the problematic signature.</p>			

Sl. No.	Desired Specification	Bidder's Proposed Specification	Compliance (Yes/ No)	Deviations (If any)
20.	<p>Cloud enabled monitoring and analytics engine integration with Hypervisor</p> <p>a. Offered Cloud enabled monitoring and analytics engine shall be tightly integrated with Hypervisor layer and shall be certified to work with at-least VMware.</p> <p>b. Hypervisor integration shall be able to provide end to end monitoring of hypervisor Datacenter, Data-store, Hypervisor Host and VMs running within the hypervisor datacenter and shall be able to link with offered storage array.</p> <p>c. Cloud monitoring and integration tool shall provide the detailed analysis of CPU Contention, Memory contention, IO contention for each VM – including the latency.</p> <p>d. Cloud monitoring and integration tool shall have capability to identify the top VMs which are contributing towards maximum IOs and Latency.</p> <p>e. In case vendor doesn't support the above offered functionality then Vendor shall supply the enterprise license for VMware vRealize suite for at-least 20 Physical servers, each running with dual physical CPUs.</p>			
21.	<p>"Offered Storage array should have cloud native data console for managing unlimited number of arrays. Cloud native console shall provide following functionalities:</p> <p>a. Common Dashboard for all managing multiple arrays through a single cloud native data console.</p> <p>b. Main Dashboard shall provide the information of Total number of Arrays, Volumes, hosts, Capacity and performance information of top Arrays and Volumes.</p> <p>c. Common role based access control for managing multiple arrays through a single data console instead of creating users and assigning roles individually at each array.</p> <p>d. Common Audit management for all arrays</p> <p>e. Shall have capability for tagging the Storage volume to given host applications so that performance charts can be drawn for application instance for easy management and troubleshooting.</p> <p>f. Offered console shall advise about Placement of application on best fit system based on workload after application tagging.</p> <p>g. Shall be able to provide the context aware software updates on the storage array.</p> <p>h. Shall be able to offer storage management and configuration as a service instead of controlling, patching and upgrading the management application by onsite team"</p>			
22.	<p>Cloud Native data console Management:</p> <p>1. Management application shall be truly cloud native so that there shall be no need to configure, upgrade, patching of management application during the life-cycle of support contract and shall be offered as a service.</p> <p>2. In case, vendor need any additional service like clustering / federation for managing multiple arrays from a single console</p>			

Sl. No.	Desired Specification	Bidder's Proposed Specification	Compliance (Yes/ No)	Deviations (If any)
	and doesn't have cloud native data console – then all required accessories like dual Ethernet switches, cables, at-least dual management server in HA etc. shall be provided upfront for at-least 16 arrays.			
23.	In case of power failure, storage subsystem shall have de-staged mode so that un-committed information can be protected. De-staging shall happen to vault drives and vault drives shall be encrypted. 2. Vendor shall not use any Vault drive as data drives for capacity calculation. Offered Vault drives shall not be the part of supplied disk enclosures.			
24.	Offered Storage array shall have minimum of 8 x 16 bps Fiber Channel ports. All offered ports shall have capability to work at line speed.			
25.	Offered Storage array shall have minimum of 16 SAS PCI lanes in the back-end for disk connectivity running at 12Gbps speed.			
26.	Offered Storage array system shall be supplied with two additional native 10Gbps IP ports per controller for storage based replication. Both offered ports shall use SFP+ transceiver for fiber connectivity.			
27.	Offered storage should also support 32 Gb/s FC and 25 gb/s iSCSI ports			
28.	Offered Storage Array shall support distributed Global hot Spare for offered Disk drives. Global hot spare shall be configure as per industry practice.			
29.	Offered storage shall support online non-disruptive firmware upgrade for both Controller and disk drives without any reboot of controller.			
30.	"Offered Storage array management console shall be able to manage at-least 8 arrays from a single console. Management console shall provide following functionalities: a. Common Dashboard for all managed arrays through a single management console. b. Data migration through same console for all supported heterogeneous arrays c. On-premise performance analysis, workload planning etc. through a single console. d. End to end connected topology view in pictorial format within management console, from Hypervisor to Storage arrays. At-least one of the hypervisor among VMware of Hyper-V shall be qualified. e. In case, vendor need any additional service like clustering / federation for managing multiple arrays from a single console – then all required accessories like dual Ethernet switches, cables shall be provided upfront for at-least 8 arrays."			

5.6.3 SAN Switch

S. No.	Minimum Required Specifications		Bidder's proposed specifications	Compliance (Yes/ No)
	Make	To be clearly mentioned. All the relevant product brochures and manuals must be submitted.		
	Model	To be clearly mentioned. All the relevant product brochures and manuals must be submitted.		
1.	Minimum Dual SAN switches shall be configured where each SAN switch shall be configured with minimum of 24 Ports.			
2.	Required scalability shall not be achieved by cascading the number of switches and shall be offered within the common chassis only			
3.	Should deliver 16 Gbit/Sec Non-blocking architecture with 1:1 performance for up to 24 ports in an energy-efficient fashion			
4.	Should protect existing device investments with auto-sensing 8, 16 Gbit/sec capabilities			
5.	The switch should be rack mountable			
6.	Should provide enterprise-class availability features such as redundant and hot pluggable components like power supply and FAN			
7.	The switch shall provide Aggregate bandwidth of 384 Gbit/sec end to end.			
8.	Switch shall have support for web based management and should also support CLI.			
9.	The switch should have USB port for firmware download, support save, and configuration upload/download.			
10.	15 Mtrs LC-LC patch cord for all ports			

5.7 Estimated Timelines

The table below provides the proposed tentative time schedule for Installation & Commissioning of all the components.

SI No	Activity	Timeline
a.	Work Order by NSeGS	T0
b.	Delivery of the Server and Operating Systems	T1= T0+45 Days
c.	Installation of the Server and Operating Systems	T2=T1+15 Days
d.	Training of the system	T3=T2+15 Days
e.	FAT Test and Acceptance of the System	T4= T3+ 15 Days
f.	Warranty Support of the System by the OEM	T4+ 3 years

6 Section VI - Formats to Response to the Tender – Pre- Qualification Bid
6.1 Format 1 – Qualification Bid Letter

To,
The CEO NSeGS, & Principal Secretary IT&C
Department of Information Technology & Communication
Thizama Road, Nagaland,
Kohima – 797 001
Sir/ Madam,

Subject: Appointment of an Agency for Delivery, Installation and Maintenance of Server, Storage and SAN Switch for existing State Data Centre (SDC) of Govt. of Nagaland

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

We, the undersigned Bidders, having read and examined in detail all the Tender documents do hereby propose to provide the services as specified in the Tender document number

<TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY> along with the following:

1. EARNEST MONEY DEPOSIT (EMD)

We have enclosed an EMD in the form of a Demand Draft/BG for the sum of INR INR 3,50,000/- (Rupees three lakhs fifty thousand Only). This EMD is liable to be forfeited in accordance with the provisions of the Volume I, Section VII- General Conditions of the Contract.

2. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Tender documents.

3. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the Work Order is awarded to us, we shall submit the contract performance guarantee bond in the form as per Section 6.10.

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

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

Thanking you,

Yours faithfully,
(Signature of the Bidder)

	Signature of Bidder (with official seal)
Date	_____
Name	_____
Designation	_____
Address	_____
Telephone	_____
Fax	_____
E-mail address	_____

Details of Enclosures:

Printed Name
Designation

6.2 Format 2 - General Information about the Bidder

Details of the Bidder (Company)				
1.	Name of the Bidder			
2.	Address of the Bidder			
3.	Status of the Company (Public Ltd. / Pvt. Ltd.)			
4.	Details of Incorporation of the Company		Date:	Ref:
5.	Details of Commencement of Business		Date:	Ref:
6.	Valid GSTN registration no.			
7.	Permanent Account Number (PAN)			
8.	Name & Designation of the contact person to whom all references shall be made regarding this tender			
9.	Telephone No. (with STD Code)			
10.	E-Mail of the contact person:			
11.	Fax No. (with STD Code)			
12.	Website			
13.	Financial details as per audited Balance Sheet (In crores)			
14.	Year	2016-17	2017-18	2018-19
15.	Net Worth			
16.	Turn Over			
17.	PAT			

6.3 Format 3 – Qualification Check List

S. No.	Description	Document	Details along with page # of relevant documents	Submitted Yes/ No
1	The bidder should be a company registered under the Companies Act, 1956 since last 5 years.	Certificate of incorporation		
2	Bidder should have experience of Supply and installation of Server Hardware, Network and Storage Component in the Data Center and should have been in the business for a period exceeding Three (3) years as on 31-3-2022.	Work Orders & Completion Certificates confirming year and area of activity.		
3	The Bidder should have Positive Net worth during last three years, ending 31.03.2022. The copies of Audited Annual Accounts/Balance Sheet along with Profit & Loss Account and CA Certified Statement for last three financial years shall be submitted.	Chartered Accountant certificate for Net-worth. Net-worth shall exclude any revaluation reserve. Copy of the audited profit and loss account along with audited balance sheet of the company showing turnover of the company for last three (3) years.		
4	Last Financial year turnover should be 10 Crores & Average annual financial turnover during in last three years, ending 31st March 2022, should be at least INR 10 Crores. Audited balance sheet or CA Certified Statement for the financial year 2019-20, 2020-21 and 2021-22 shall be submitted.	Audited balance sheet or CA Certified Statement for the financial year 2019-20, 2020-21 and 2021-22 shall be submitted		
5	Bidder should have experience in successfully completing implementation of similar projects involving Installation of Server Hardware, Network and Storage Component during the last Three (3) years as on 31 st March 2022. The value of such projects should belong to anyone of the following categories. i. Two completed projects costing not less than Rs. 1.25 Crores each or ii. One completed project costing not less than Rs. 2.5 Crores	Copy of Work Orders/Completion Certificates/ Client Certificates		
6	The Hardware, Network and Storage Component OEM should be in operation in India for last Five Years	Valid Copy of Certificate		

SDC Server, Storage and SAN Switch RFP Nagaland -

S. No.	Description	Document	Details along with page # of relevant documents	Submitted Yes/ No
	must have a Service Center in India as on 31 st March 2022 must have ISO 9001:2015 certificate.			
7	The bidder/OEM must have an Area Support office at any of the North Eastern States and have on its roll at least 5 technically qualified professionals at that Area support office in providing the support of the offered Server Hardware, Network and Storage Components as on 31-3-2022.	Certificate from bidders HR Department for number of Technically qualified professionals employed by the company. Also, HR Certificate has to be on bidder's letter head and signed by authorized signatory.		
8	The bidder should furnish, as part of its bid, an Earnest Money Deposit (EMD) of INR 3,50,000/-.	The EMD should be denominated in Indian Rupees, and should be in the form of Cheque/DD or BG, by a Nationalized/Scheduled bank.		
9	The bidder must have to furnish the tender document fees of Rs. 10000/-	The tender document fees should be denominated in Indian Rupees and should be in the form of Cheque/DD by a Nationalized/Scheduled bank.		
10	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.	Declaration in this regard by the authorized signatory of the bidder on its own letterhead.		
11	The bidder should submit valid letter from the OEMs confirming following: Authorization for bidder Confirm that the products quoted are not "end of life or end of sale products" for next five years as on Bid Submission date. If in case the support for the product quoted has been stopped/ withdrawn till the time of delivery of equipment, the same will be changed with the superior product at no extra cost Undertake that the support including spares, patches, upgrades for the quoted products shall be available for the period of 5 years from the date of acceptance.	Relevant documentary evidences like Authorization letters, MAF (Manufacturers Authorization Form) from Vendors whose products are being quoted by the Bidder need to be attached in the proposal)		
12	The Bidder should have Valid GSTN registration certificate and Permanent Account Number (PAN/ TAN) issued by income Tax department.	Copy of each registration certificates should be provided along with up-to date GSTN clearance certificate.		

6.4 Format 4 - Declaration Regarding Clean Track Record

To,

The CEO NSeGS, & Principal Secretary IT&C
Department of Information Technology & Communication
Thizama Road, Nagaland,
Kohima – 797 001

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document.

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

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

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

6.5 Format 5 – Declaration of Acceptance of Terms and Conditions of RFP

Date: dd/mm/yyyy

To,
The CEO NSeGS, & Principal Secretary IT&C
Department of Information Technology & Communication
Thizama Road, Nagaland,
Kohima – 797 001

Reference:

Sir,

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

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation

Bidder

Signature

Name

Designation

Address

Company

Date

Company Seal

**6.6 Format 6 – Declaration by the OEMs (Format of Manufacturers' Authorization Form)
(Authorization to be taken from Equipment/Software OEM"s)**

Ref. No. _____

Date:

To,

The CEO NSeGS, & Principal Secretary IT&C
Department of Information Technology & Communication
Thizama Road, Nagaland,
Kohima – 797 001

Sub:

Dear Sir,

Please refer to your Notice Inviting Tenders for Appointment of an Agency for Delivery, Installation and Maintenance of Server, Storage and SAN Switch for existing State Data Centre (SDC) of Govt. of Nagaland. M/S _____ (Bidder), who is our reliable partner, is hereby authorized to quote on our behalf for this prestigious tender. M/S _____ (Bidder) is likely to continue as our business partner during years to come. We undertake the following regarding the supply of all the equipment and related software as described in this tender

1. Authorization for M/S _____ (Bidder) to sell the hardware / software.
2. Confirm that the products quoted are not "end of life or end of sale products" as on Bid Submission date. If in case the support for the product quoted has been stopped/ withdrawn till the time of delivery of equipment, the same will be changed with the equivalent or superior product at no extra cost.
3. Undertake that the support including spares, for the quoted products shall be available for 5 years from the signing of contract. In case the State decides to change the Bidder authorized in this undertaking, we (OEM) will continue to support the State for the products supplied by us till the Warranty period.

Yours faithfully,

(NAME) (Name of manufacturers)

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

6.7 Format 7- Unpriced BoM

S. No.	Item description	UOM	QTY Proposed	Make	Model
A.	Server & Storage				
1.	RACK Server				
2.	SAN Storage with 100 TB Raw capacity (30 TB SSD+ 70 TB SAS 10K)				
3.	SAN Switch (24 Port 16 gb/s)				
4.	Additional Items (If Any)				

6.8 Format 8 – Price Bid Letter

Date: dd/mm/yyyy

To,

The CEO NSeGS, & Principal Secretary IT&C
Department of Information Technology & Communication
Thizama Road, Nagaland,
Kohima – 797 001

Reference:

Dear Sir,

I hereby, submit the Price Bid for _____ and related activities as envisaged in the Bid document.

2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.

3. I offer to work at the rates as indicated in the Price Bid Annexure.

Yours faithfully

Signature of Authorized Representative

Bidder	
Signature	
Name	
Designation	
Address	
Company	
Date	
Company Seal	

6.9 Format 9 – Price Bid Format

PRICE SCHEDULE						
(This BOQ template is for the reference only. Bidders are requested to download the original Price Bid format from the e-procurement portal only)						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description (Make & Model)	Quantity	Units	BASIC RATE without Taxes In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT Inclusive of Taxes
1	2	3	4	5	6	7
1	RACK Server	8	No			
2	SAN Storage	1	No			
3	SAN Switch	2	No			
4	Installation of server, storage, software's & required configuration	Lot	No			
5	Integration of Storage component	Lot	No			
6	Other Item/ Additional Item (Bidder May include as per solution)		No			

6.10 Format 10: Performa of Bank Guarantee towards Performance Security

PERFORMANCE GUARANTEE

Ref. No. _____ Bank Guarantee No _____

Dated _____

To,
CEO NSeGS & Principal Secretary IT&C
Department of Information Technology & Communication
Below New Secretariat,
Thizama Road, Nagaland,
Kohima – 797 001

Dear Sir,

In consideration of Nagaland State e-Governance Society, Department of Information Technology Below New Secretariat, Thizama Road, Nagaland, Kohima – 797 001 (hereinafter referred to as NSeGS, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. dated (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and NSeGS having agreed that the CONTRACTOR shall furnish to NSeGS a performance guarantee for Indian Rupees for the faithful performance of the entire CONTRACT.

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs. (in figures) _____ (Indian Rupees (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by NSeGS on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by NSeGS in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that NSeGS at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that NSeGS may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees that NSeGS shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in NSeGS against the said CONTRACTOR(s) and to

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

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

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

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

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. (in figures) (Indian Rupees (in words)

_____) and our guarantee shall remain in force until _____ **(Three years from the date of acceptance of the Components at the Nagaland State Data Center)**

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

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this...day of20__ at ...

WITNESS NO. 1

(Signature)

Full name and official address (in legible letters) with Bank stamp

Attorney as per power of Attorney No...

Dated.....

WITNESS NO. 2

(Signature)

Full name and official address (in legible letters) with Bank stamp

Attorney as per power of Attorney No...

Dated.....

6.11 Format 11- Bank Guarantee for Earnest Money Deposit (EMD)

To,

The CEO NSeGS, & Principal Secretary IT&C
Department of Information Technology & Communication
Thizama Road, Nagaland,
Kohima – 797 001

Whereas **<Name of the bidder>** (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # **<RFP Number>** dated **<Date>** for Request for Proposal

Selection of Bidder for Supply, Installation, Configuration, Operations and Maintenance of Server, Storage and SAN Switch for State Data Centre (SDC) at Nagaland (hereinafter called "the Bid") to NSeGS.

Know all Men by these presents that we **<...>** having our office at **<Address>** (hereinafter called "the Bank") are bound unto the NSeGS, Kohima (hereinafter called "the Purchaser") in the sum of Rs. **<Amount in figures>** (Rupees **<Amount in words>** only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this **<Date>**

The conditions of this obligation are:

If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or

If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid

- a) Withdraws his participation from the bid during the period of validity of bid document; or
- b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

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

This guarantee will remain in force up to **<insert date>** and including **<extra time over and above mandated in the RFP>** from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

Our liability under this Bank Guarantee shall not exceed Rs. **<Amount in figures>** (Rupees **<Amount in words>** only)

This Bank Guarantee shall be valid up to **<insert date>**)

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before **<insert date>**) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal: