



Tender document for Rate Contract for Supply, Installation & Commissioning of Rack Servers for Punjab State Data Center

Reference number: PSeGS/Rack_Server/2020/1

Punjab State e-Governance Society,
O/o Department of Governance Reforms and Public Grievances,
Government of Punjab
Plot D-241, Industrial Area, Phase – 8B,
Sector – 74, Mohali – 160071

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1. Notice inviting tender

Government of Punjab

RFP Reference Number: PSeGS/Rack_Server/2020/1

Punjab State e-Governance Society (PSeGS) invites online bids for the appointment of Service Provider for Rate Contract for Supply, Installation & Commissioning of Rack Servers for Punjab State Data Center.

Closing date and time is 06.10.2020 at 03.00 PM. For details log on to <https://dgrpg.punjab.gov.in/> and <https://eproc.punjab.gov.in/>.

2. Document control sheet

S.N.	Particular	Details
1.	Document reference number	PseGS/Rack_Server/2020/1
2.	Date & time for the start of sale of e-tender	15-09-2020 09:00 Hrs
3.	Last date and time for submission of queries through email	22-09-2020 10:30 Hrs
4.	Date and time for pre-bid meeting	22-09-2020 11:00 Hrs
5.	Last date and time for submission of bids	06-10-2020 15:00 Hrs
6.	Date and time of opening of pre-qualification bids	07-10-2020 11:00 Hrs
7.	Date of opening of financial bids	To be intimated later
8.	Address for communication	Punjab State e-Governance Society, O/o Directorate of Governance Reforms, Plot D-241, Industrial Area, Phase – 8B, Sector – 74, Mohali - 16062
9.	Cost of tender document & mode of payment	Rs. 5,000 /- (Rs. Five Thousand Only) through online mode.
10.	Earnest Money Deposit (EMD) through online mode	Rs. 4,00,000 /- (Rs. Four Lakh Only)
11.	Contact details	Mr. Deepak Gupta, GM Mobile : +91 9871308008 Email: deepak.gupta1@punjab.gov.in Mr. Manuj Syal, System Manager Mobile : +91 9888078208 Email: manuj.syal@punjab.gov.in
12.	Website for RFP reference	https://dgrpg.punjab.gov.in/ and https://eproc.punjab.gov.in/

Note:

- 2.1.1 In case a holiday is declared on any day, the event will be shifted to the next working day, same time.
- 2.1.2 All corrigendum / addendums / clarifications regarding this RFP shall be posted on the above mentioned websites only. No other communication or advertisement will be given.

3. Definitions

3.1.1 Unless the context otherwise requires, the following terms whenever used in this tender and contract have the following meanings:

3.1.1.1 “DGRPG” means Department of Governance Reforms and Public Grievances, Punjab.

3.1.1.2 “PSeGS” means Punjab State e-Governance Society (which is the implementing agency of DGRPG). The contract will be signed through PSeGS.

3.1.1.3 “Client” refers to PSeGS.

3.1.1.4 “Site Office” / “PSDC” refers to Punjab State Data Center located at Plot D-241, Industrial Area, Phase -8B, Sector -74, Mohali – 160071.

3.1.1.5 “Bidder” means firm / company / business entity who submits bid in response to this tender.

3.1.1.6 “Bid” means proposal submitted by bidders in response to this tender issued by PSeGS for selection of “Service Provider”.

3.1.1.7 “Committee” means the committee constituted by PSeGS for evaluation of bids.

3.1.1.8 “Similar work” means supply, installation & commissioning of servers and other data center level equipment like DDoS, load balancer, firewalls, etc.

3.1.1.9 “Service Provider” means the firm / company / business entity, selected through competitive tendering process in pursuance of this tender, for supply, installation & commissioning of Rack Servers under the contract.

3.1.1.10 “EMD” means “Earnest Money Deposit”.

3.1.1.11 “PBG” means “Performance Bank Guarantee”.

3.1.1.12 “Contract” refers to contract entered between PSeGS and the Service Provider.

4. Instructions to bidders

4.1 Invitation for bid

- 4.1.1 Department of Governance Reforms and Public Grievances, Punjab with the help of its implementing agency Punjab State e-Governance Society administers the implementation of e-Governance projects for the overall benefit of the citizens and public by setting up the necessary administrative, financial, legal and technical framework, implementation mechanism and resources in the State of Punjab.
- 4.1.2 Through this tender, PSeGS invites proposals from interested bidders (Service Providers) to enter into a Rate Contract for supply, installation & commissioning of Rack Servers and additional RAM modules of 64 GB and 128 GB capacity in the PSDC.
- 4.1.3 PSeGS may, at its own discretion, extend the date for submission of proposals.
- 4.1.4 All information supplied by bidders shall be treated as contractually binding on the bidders on successful award of the assignment by PSeGS on the basis of this tender.

4.2 Validity of bids

- 4.2.1 Bids shall remain valid till 180 (one hundred and eighty) days from the date of submission of bids. PSeGS reserves right to reject a proposal valid for a shorter period as non-responsive.
- 4.2.2 If required, PSeGS may solicit the bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A bidder granting the request will not be permitted to modify its bid.
- 4.2.3 PSeGS reserves the right to annul the tender process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons

and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

4.3 Amendment to the tender document

- 4.3.1 Amendments / corrigendums / addendums / clarifications necessitated due to any reasons, shall be made available on website only as provided in the document control sheet. No separate communication either in writing or through email will be made to any interested/ participating bidders. It shall be the responsibility of the bidders to keep on visiting the website to amend their bids incorporating the amendments so communicated through the website.
- 4.3.2 In order to provide prospective bidders reasonable time for taking the corrigendum(s) or addendum(s) into account, PSeGS, at its discretion, may extend the last date for the receipt of bids.

4.4 Clarifications on submitted bids

- 4.4.1 During process of evaluation of the bids, PSeGS may, at its discretion, ask bidders for clarifications on their bids. The bidders are required to respond within the prescribed time frame given for submission of such clarification.

4.5 Earnest Money Deposit (EMD)

- 4.5.1 The bidder shall furnish EMD through online mode, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.
- 4.5.2 EMD of the successful bidder will be released after the successful bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG) as performance security as mentioned in the 1st work order.
- 4.5.3 EMD of all unsuccessful bidders would be refunded by PSeGS as promptly as possible after signing of the agreement with the successful bidder.
- 4.5.4 The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.
- 4.5.5 The EMD will be forfeited on account of one or more of the following reasons:-

- 4.5.5.1 Bidder withdraws its bid during the validity period specified in the tender.
- 4.5.5.2 Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
- 4.5.5.3 In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee in time.
- 4.5.5.4 If a bidder makes misleading or false representations in the forms, statements and attachments submitted in the bid documents.

4.6 Preparation of bid

- 4.6.1 The bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and condition and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at bidder's own risk and may be liable for rejection.
- 4.6.2 The bidders can visit "Site Office" to assess the exact requirement before submitting the bid. Once the bid is submitted, it will be presumed that the bidder has seen and understood the complete Scope of Work.
- 4.6.3 The bid shall be uploaded on the www.eproc.punjab.gov.in website by the bidder or duly authorized person(s) to bind the bidder to the contract.
- 4.6.4 The bidder shall be responsible for all costs incurred in connection with participation in the bid process.
- 4.6.5 The bids submitted by fax / e-mail etc. shall not be accepted. No correspondence will be entertained on this matter.
- 4.6.6 Failure to comply with the below requirements shall lead to the bid rejection
 - 4.6.6.1 Comply with all requirements as set out within this tender.
 - 4.6.6.2 Submission of the forms and other particulars as specified in this tender and respond to each element in the order as set out in this tender.
 - 4.6.6.3 Submission of all supporting documentations specified in this tender, corrigendum or any addendum issued.

4.7 Disqualifications

4.7.1 PSeGS may at its sole discretion and at any time during the evaluation of bids, disqualify any bidder, if the bidder has:

- 4.7.1.1 Made misleading or false representations in the forms, statements and attachments submitted in bid documents. The EMD of the bidder will be forfeited in such cases.
- 4.7.1.2 Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- 4.7.1.3 Failed to provide clarifications related thereto, when sought;
- 4.7.1.4 Submitted more than one bid (directly / indirectly);
- 4.7.1.5 Declared ineligible by the Government of India / State / UT Government for corrupt and fraudulent practices or blacklisted.
- 4.7.1.6 Submitted a bid with price adjustment/variation provision.
- 4.7.1.7 Documents are not submitted as specified in the tender document.
- 4.7.1.8 Suppressed any details related to bid.
- 4.7.1.9 Submitted incomplete information, subjective, conditional offers and partial offers submitted.
- 4.7.1.10 Not submitted documents as requested in the checklist.
- 4.7.1.11 Submitted bid with lesser validity period.
- 4.7.1.12 Any non-adherence/non-compliance to applicable tender content.

4.8 Deviations

4.8.1 Bids submitted with any deviations to the contents of the Tender Document will be considered as non-responsive. No deviation(s) / assumption(s) / recommendation(s) shall be allowed with the bid. Bidders must ensure that pre-bid meeting is attended by their concerned senior people so that all clarifications and assumptions are resolved before bid submission.

4.9 Clarification on tender document

- 4.9.1 The bidders requiring any clarification on the bid document may submit his queries by the due date and time as mentioned in the Document Control Sheet in the following format in a MS Excel file:

SN	RFP Clause No.	Page No.	RFP Clause detail	Amendment Sought / Suggestion	Justification

4.10 Bid opening

- 4.10.1 PSeGS will constitute a committee to evaluate the bids submitted by bidders. No correspondence will be entertained outside the process of evaluation with the Committee.
- 4.10.2 The bids submitted will be opened at time & date as specified in the document control sheet by Committee or any other officer authorized by Committee, in the presence of bidders or their representatives who may wish to be present at the time of bid opening.
- 4.10.3 Committee may, at its discretion, call for additional information from the bidder(s) through email / telephone / meeting or any other mode of communication. Such information has to be supplied within the set out time frame as provided by Committee, otherwise Committee shall make its own reasonable assumptions at the total risk and cost of the bidder and the bid may lead to rejection.

4.11 Bid evaluation process

- 4.11.1 The bid evaluation will be carried out in a three stage process as under:
- 4.11.1.1 Pre-qualification / eligibility evaluation.
 - 4.11.1.2 Financial bid evaluation.

4.12 Eligibility / pre-qualification criteria

4.12.1 The evaluation of the bidders will be carried out by the Committee as per the pre-qualification / eligibility criteria defined in the tender document. Only the bidders who fulfill the given pre-qualification eligibility criteria shall be eligible for next round of evaluation i.e. Financial bid evaluation. Non-conforming bids will be rejected and will not be eligible for any further processing.

4.12.2 The eligibility criteria are given as below:-

SN	Eligibility Criteria	Supporting documents
1.	<p>Bidder should be a legal entity i.e. either of the following:</p> <ul style="list-style-type: none"> • A company registered under the Indian Companies Act, 2013 / 1956 OR • A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 OR • A partnership firm OR • Sole Proprietorship 	Any relevant document to prove that the bidder is a legal entity like Certificate of Incorporation, Certificate of Registration, Partnership deed, etc.
2.	The bidder should be in operation for at least the last 3 years as on 31 st July, 2020 in doing "Similar Work".	Work order / contract to validate the year and area of activities.
3.	<p>The bidder should have successfully completed "Similar Work" in government / large private organizations which involved providing "Similar Work" during the last three years ending 31.07.2020 as per following details:-</p> <ol style="list-style-type: none"> a. One similar work costing not less than the amount equal to Rs. 4 Crore. OR b. Two similar works each costing not less than the amount equal to Rs. 3 Crore each. OR c. Three similar works costing not less than the amount equal to Rs. 2 crore each. 	<p>Work orders confirming year, cost, number of locations and area of activity. Work orders (which are in progress) in which minimum 1 year has been completed will also be considered.</p> <p>Any other relevant documents for costing of each similar work may also be accepted.</p>
4.	Bidder should have minimum annual average turnover of Rs. 10 Crore from similar work only , in the last three financial years for which bidder's accounts have been audited.	<ul style="list-style-type: none"> • Audited Financial Statements OR • Certificate from statutory auditors clearly certifying the turnover requirements

SN	Eligibility Criteria	Supporting documents
5.	<p>The bidder shall submit the undertaking that the bidder:-</p> <p>a. Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.</p> <p>b. Has not been ever insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.</p> <p>c. And their directors, partners and officers not have been convicted of any criminal offense related to their professional conduct or the making of false statements or misrepresentations as to their qualifications within a period of three years as on date of submission of bid or not have been otherwise disqualified pursuant to debarment proceedings.</p>	Self-Certified letter
6.	The bidder should have valid GST registration certificate and PAN in the name of bidder.	Self-certified copy of relevant valid certificates
7.	The signatory signing the bid on behalf of the bidder should be duly authorized by the Board of Directors / Partners of the bidder to sign the bid on their behalf.	Authorization letter
8.	Bidder must submit data sheet of proposed product.	Data sheet
9.	<p>Bidder to submit a letter from OEM confirming the following:-</p> <p>i. Hardware equipment should be covered under 5 years onsite comprehensive warranty from OEM.</p> <p>ii. The bidder must submit Product Life Cycle certificate from OEM for atleast 7 years. Further, the OEM shall ensure the availability of spares during this period.</p> <p>iii. Installation & commissioning to be done</p>	Letter from OEM

SN	Eligibility Criteria	Supporting documents
	by OEM.	

Note: All the above mentioned documents have to be scanned and uploaded.

4.12.3 Bidders registered as a startup with Department of Industries & Commerce, Government of Punjab as per chapter 16.1 of Detailed Scheme & Operational Guidelines, 2018 of Industrial and Business Development Policy 2017, issued by Department of Industries & Commerce, Government of Punjab, shall be exempted from eligibility criteria mentioned at Sr. No. 1 to 5 in the above table. Registered startups are required submit the self attested copy of the registration in order to avail the relaxations.

4.13 Financial bids evaluation

4.13.1 The Financial bidding stage is divided into two stages (bid followed by reverse auction) as under:

4.13.1.1 The financial bids (submitted at the time of bid submission) of all bidders who qualify all the Eligibility Criteria as explained above will be opened on the prescribed date.

4.13.1.2 The H1 bid i.e. the bid of the highest bidder will be rejected.

4.13.1.3 The remaining bidders shall proceed to the reverse auction stage. The start and end date / time of the reverse auction shall be specified while opening the financial bid.

4.13.1.4 The bids received after reverse auction shall be opened in the presence of bidder's representatives, who may wish to be present.

4.13.2 The bidder offering lowest rates after e-Reverse auction would be termed as L1 (Least Cost) bidder or the successful bidder.

4.13.3 Failure to abide the tender conditions may result into forfeiture of EMD & PBG.

4.13.4 Any conditional financial bid will lead to disqualification of the entire bid and forfeiture of the EMD.

4.13.5 Bidder quoting zero or negative service charges will be treated as non-responsive and will result in forfeiture of the EMD.

4.13.6 Errors & Rectification:

4.13.6.1 If there is a discrepancy between words and figures of the charges, the amount in figures will prevail.

4.13.6.2 If the bidder doesn't accept the correction of error(s) as specified, its bid will be rejected.

4.14 Notification of award of contract

PSeGS will notify the successful bidder in writing about acceptance of their bid. The notification of award will constitute the formation of the contract. EMD will be treated as performance security which would be returned after submission of the PBG against first work order.

4.15 Performance security

4.15.1 Initially, EMD submitted by the successful bidder will be treated as performance security.

4.15.2 For each work order, the successful bidder shall furnish PBG to PseGS valuing 10% of the value of the Work Order.

4.15.3 After receipt of PBG submitted against first work order, the EMD kept as performance security would be returned back to the vendor.

4.15.4 PBG shall remain valid for a period of 180 (one hundred eighty) days beyond the expiry of the warranty. Whenever the contract is extended, Service Provider will have to extend the PBG proportionately. If more items are brought under the maintenance contract, the concerned PBG will have to be increased proportionately whenever the increase in required PBG is more than one lakh rupees.

4.15.5 In case the successful bidder fails to submit PBG within the time stipulated, PSeGS at its discretion may cancel the award of contract to the successful bidder without giving any notice and the EMD of the concerned bidder will be forfeited.

4.15.6 The Service Provider will not be entitled for any interest on the PBG submitted.

4.15.7 PSeGS shall forfeit the PBG in full or in part in the following cases:

4.15.7.1 When the terms and conditions of contract are breached/ infringed.

4.15.7.2 When contract is being terminated due to non-performance of the Service Provider.

4.15.7.3 The Clients incur any loss due to Service Provider's negligence in carrying out the project implementation as per the agreed terms & conditions.

4.16 Signing of contract

4.16.1 The successful bidder will sign the contract with PSeGS within 10 days of submission of performance security. After signing of the contract, no variation in or modification of the term of the contract shall be made except by mutual written amendment signed by both the parties.

4.17 Fraud and corrupt / malpractices

4.17.1 All the bidders must observe the highest standards of ethics during the process of selection of Service Provider and during the performance and execution of contract.

4.17.2 For this purpose, definitions of the terms are set forth as follows:

4.17.2.1 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Client or its personnel in contract executions.

4.17.2.2 "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive the Client of the benefits of free and open competition.

4.17.2.3 "Unfair trade practice" means supply of services different from what is ordered, or change in the Scope of Work.

- 4.17.2.4 “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- 4.17.3 PSeGS will reject a proposal for award, if it determines that the bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.
- 4.17.4 PSeGS will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

5. Scope of Work

5.1 Introduction

- 5.1.1 Through this tender, PSeGS intends to enter into a one year Rate Contract with the selected bidder for supply, installation & commissioning of Rack Servers and additional RAM modules of 64 GB & 128 GB capacity in the Punjab State Data Center located Mohali.
- 5.1.2 After establishment of the Rate Contract, work order(s) would be issued to the Service Provider to supply the items as per requirement. Installation and commissioning will be done by the OEM. Service Provider would do necessary coordination with the OEM for the same. Penalty due to delays in installation & commissioning would have to be borne by the Service Provider.
- 5.1.3 Tentative quantity & immediate requirement of the items required during one year period is as mentioned below:-

SN	Item Description	Tentative Qty Required (during a year)	Immediate Requirement
1	Rack Server	40	6
2	RAM 64 GB module	328	72
3	RAM 128 GB module	192	48

- 5.1.4 Equipment should be covered under 5 years onsite comprehensive warranty from OEM applicable from the final date of commissioning. The OEM must ensure 24 * 7 * 365 service support during warranty period through phone, email & web portal.

5.2 Technical Specifications

The technical specifications of equipment are as mentioned below:

5.2.1 Rack Server

Specification	Specification Name	Values
Chassis	Form Factor	Rack
	Size (RU)	2 or lesser

Processor	Processor Architecture	CISC(X86)
	Processor Make	Intel or AMD
	Number of Cores per Processor	28 or higher
	Processor Base Frequency (GHz)	2.1 or higher
	Processor Turbo Frequency (GHz)	4.0 or higher
	Total Cache (L1+L2+L3) (MB)	38.5 MB or higher
	Processor Description/ Number	Intel Xeon Gold 6238R OR AMD EPYC 7452
Motherboard	Chipset compatible with CPU	Intel C621 or AMD EPYC 7452
	Expansion Slots Gen 3 (PCIe x16)	3
	Maximum number of Sockets available on Server	2
	Maximum number of Sockets populated with Processors available on Server	2
Memory	Type of RAM	DDR4 SDRAM with ECC
	Total Number of DIMM Slots available	24
	Number of DIMM Slots populated with DDR SDRAM	4
	DDR SDRAM Size (GB)	256 GB or higher
	DDR NVRAM Size (GB)	0 or higher
	DDR SDRAM upgradable up to using spare DIMM Slots (GB)	2.0 TB
SSD Storage	Type of Interface for SSD	SATA
	Type of SATA SSD	Read Intensive & Write
	SATA SSD Hot Swappable	Yes
	Endurance for SATA SSD (DWPD - Drive Writes Per Day) (X)	1
	Total Number of Slots available for SATA SSD	8
	Number of Slot Populated with SATA SSD	2
	Capacity offered per SATA SSD (GB)	1920 x 2 (or higher)
	Total Capacity Offered with SATA SSD (GB)	3840 (or higher)
	Capacity offered per NL SAS Drive	0
	NL SAS drive speed (hot plug or better) (RPM)	NA
	Total Storage Capacity offered with NL SAS Drive(GB)	0

RAID	RAID level	1,5,6,10,50 & 60
	No of RAID Controller Ports	8
	Speed of RAID Controller Ports (Gbps) with support RAID- 1,5,6,10,& 50	12
	RAID Controller Cache (GB)	2
Ports & Interfaces	Network Card Supported	1G,10G
	Number of Networking Interface Cards (LAN)	2
	Whether Network Interface Card Embedded	Yes
	Number of Ports Per Network Interface Card with SFP fully loaded	4x10G with SFP+
	Networking Interface Card Features	Asset Feature Tracking, Security Management
	Number of Single port FC HBA card	0
	Number of Dual ports FC HBA card	2
	Number of Quad ports FC HBA card	0
	FC HBA Speed (Gbps)	16 or Higher
	vHBA Card Features Supported	Yes
	Number of Ports per CNA card	NA
	Length of LC-LC Cable per SFP+ Port (meter) 15 M	14
	Length of LC-LC Cable per HBA Port (meter) 15 M	28
	Video Controller (support VGA or above resolution)	Yes
	Keyboard Port	No
	Mouse Port	No
	DVD ROM(External)	2
USB Ports (version 2 point0/3point0)	4	
Certifications	Certifications/Compliance (OS)	Windows, Red Hat Linux, Suse Linux, Ubuntu
	Certification/Compliance	VMware, Hyper-V, Oracle

	(Virtualization/Cloud platform)	Virtualization, Red Hat Virtualization, Citrix-Xen, KVM
Features	Management Features-1 gigabit management port, should have virtual Media support with all required licenses., Remote KVM, Server Health Logging, Out of Band Management	Remoter power on/ Shutdown of served, Remote Management of Server over LAN & WAN with SSL encryption through gigabit management port, should have virtual Media support with all required licenses., Remote KVM, Server Health Logging, Out of Band Management
Security Features-1	Secure Boot (Firmware and Bios Level Security or same feature), Provision to lock the system on breach, Hardware root of trust/Dual Root of Trust, Server should provide policy-based security, Server should provide server intrusion detection,	Secure Boot (Firmware and Bios Level Security or same feature), Provision to lock the system on breach, Hardware root of trust/Dual Root of Trust, Server should provide policy-based security, Server should provide server intrusion detection, "Malicious Code Free design" (to be certified by OEM)
	support for high availability clustering and virtualization	Yes
Generic	Redundant Power Supply	Yes
	Hot Swappable (Redundant Power Supply)	Yes
	Power Supply Efficiency	Platinum
	Redundant Fan	Yes
	Hot Swappable (Redundant Fan)	Yes
	Server Main Supply	230 +/- 10%Vac
Miscellaneous	Maximum power consumption of the system (Watts)	1000
	BIS Registration under CRS of MeitY	Yes
	BIS Registration Number Under CRS of MeitY and its validity	-
	Other Certifications Available	UL, FCC
	RoHS Compliance	Yes

Warranty	On Site OEM Warranty (Year)	5
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5.2.2 Additional RAM modules

Type of RAM	DDR SDRAM Size (GB)
64GB DDR4-2933-MHz RDIMM/2Rx4/1.2v or higher	64 GB
128GB DDR4-2933-MHz RDIMM/2Rx4/1.2v or higher	128 GB

5.3 Delivery & Installation

- 5.3.1 The equipment should be delivered within 45 days from the date of work order.
- 5.3.2 Service Provider will be responsible for ensuring proper packing, delivery and receipt of all the components at the PSDC. No extra payment would be made for delivery. The unit price quoted in the financial bid shall be inclusive of all such charges.
- 5.3.3 Any component if delivered is not operational, will be deemed/treated as non-delivery thereby excluding the PSeGS from all payment obligations under the terms of this contract. Partial delivery of products is not acceptable and payment would be released as per terms only after full delivery, installation & commissioning.
- 5.3.4 Installation & Commissioning shall be completed by the OEM within 1 week from the date of receipt / delivery of the components.
- 5.3.5 Penalty is not applicable for reasons attributable to the PSeGS and Force Majeure. However, it is the responsibility of the bidder to prove that the delay is attributed to the PSeGS and Force Majeure. The bidder shall submit the proof authenticated by the bidder and PSeGS's official that the delay is attributed to the PSeGS and Force Majeure along with the bills requesting payment.

6. General Contract Conditions

6.1 Standards of performance

6.1.1 The Service Provider shall deliver the equipment and carry out its obligations under the contract with due diligence and efficiency in accordance with generally accepted professional standards and practices. The Service Provider shall always act in respect of any matter relating to this contract as faithful Service Provider to the Client. The Service Provider shall always support and safeguard the legitimate interests of the Client, in any dealings with a third party. The Service Provider shall conform to the standards laid down in the tender in totality.

6.2 Contract period

6.2.1 This contract shall be valid for a period of 1 year from the date of signing of contract which may be extended on the same prices and terms & conditions for an additional period of 1 year by mutual consent.

6.3 Prices

6.3.1 The rates quoted in the financial bid shall be inclusive of all taxes. However, taxes shall be paid as applicable from time to time.

6.3.2 The prices shall remain fixed for the complete contractual period. No price change request will be accepted after opening of the bids and during the validity of the contract.

6.3.3 In the financial bid format, the bidder must quote prices of all components. If the bidder fails to quote price of any of the line item, then the bid of the concerned bidder shall be rejected.

6.4 Payment terms

6.4.1 Payment to the Service Provider shall be made in Indian Rupees through account payee cheque / NEFT / RTGS only.

6.4.2 Payment terms will be as follows:

100% payment will be made after delivery, installation and commissioning of the equipment.

6.4.3 100% payment on delivery, installation and commissioning of the equipment shall be released to the vendor on production of following documents:

- Original copy of Invoice
- Original copy of Delivery Challan
- Original copy of Installation report
- One time undertaking from OEM with reference to the contract that it will ensure installation and commissioning of the equipment and provide 5 years warranty for the same with 24 * 7 * 365 service support.

6.4.4 Payments shall be subject to deductions of any amount for which the Service Provider is liable under the contract. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) at the rate applicable from time to time as per the Income-Tax Act, 1961 and any other applicable deductions/ taxes.

6.4.5 The decision of the Client pertaining to the quality and quantity of works / services performed by the Service Provider will be final and acceptable to the Service Provider besides being binding. It shall be the responsibility of the Service Provider to rectify the deficiencies so pointed out without any extra payment. In the event of default by Service Provider, the Client reserves the right to get the concerned work / services fixed at its own level at the cost, risk and responsibility of the Service Provider after giving a notice in regard thereto in writing and expenditure so incurred by the Client will be recovered from the invoices of the Service Provider or from PBG, as it may deem fit.

6.5 Outsourcing / subletting

6.5.1 If at any stage, it is found that the work has been subletted, the supply order will be canceled, PBG will be forfeited and payment for the job done will not be made. The contract shall be canceled and PSeGS shall reserve the right to blacklist the vendor.

6.6 Applicable law

- 6.6.1 Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The contract shall be interpreted in accordance with the laws of the Union of India and the State of Punjab.

6.7 Governing language

- 6.7.1 The Contract shall be written in English language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English language.

6.8 Confidentiality

- 6.8.1 Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Service Provider and/ or the Client to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.
- 6.8.2 The Service Provider shall ensure that while providing services, all the details and information inside various IT equipment is kept confidential.
- 6.8.3 During the execution of the project except with the prior written consent of the Client, the Service Provider or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.
- 6.8.4 The Service Provider will maintain the confidentiality of the data stored on the computer systems of end customer. The Service Provider will be required to take appropriate actions with respect to its personnel to ensure that the obligations of non-use & non-disclosure of confidential information are fully satisfied. In case of failure, the Client has right to take legal action against the firm.

6.9 Termination of contract for default

6.9.1 The Client or the Service Provider can terminate the contract in the event of default of terms and conditions of this tender or the subsequent contract by the other party by giving 2 months' written notice. In such case, the provisions under Exit Management clause shall apply.

6.10 Termination of contract for insolvency, dissolution etc.

6.10.1 The Client may at any time terminate the Contract by giving written notice to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Client. In such case, the provisions under Exit Management clause shall apply.

6.11 Termination for convenience

6.11.1 The Client reserves the right to terminate, by prior written 2 months' notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for Client's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. In such case, the provisions under Exit Management clause shall apply.

6.12 Exit Management

6.12.1 On expiry or premature termination of the contract, the Service Provider shall handover the IT equipment in good condition to the Client, failing which the Service Provider shall pay to the Client such damages, which shall be deducted from the pending payments or from the PBG.

6.12.2 The faults pointed out by during the inspection before taking over of the equipment are to be rectified within two working days by the outgoing vendor, and for any delay in rectification of faults thus pointed out, the Client can get

such equipment repaired at its own level at the risk and cost of outgoing AMC vendor.

6.13 Force Majeure

6.13.1 The PBG of the Service Provider shall not be forfeited or the contract shall not be terminated for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

6.13.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, and quarantine restrictions.

6.13.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by Client in writing, the Service Provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.14 Resolution of disputes

6.14.1 If any dispute arises between parties, then these would be resolved in following ways:

6.14.1.1 Amicable Settlement: Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.

6.14.1.2 Arbitration: In case dispute arising between the Client and the Service Provider, which has not been settled amicably, the Service Provider can request the Client to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996 and amendments thereof. Such disputes shall be referred to the Arbitrator which shall be "Vice Chairman-PSeGS". The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Chandigarh. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne equally by the client and the Service Provider. However, the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself.

6.15 Legal Jurisdiction

6.15.1 All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Mohali, Punjab only.

6.16 Amendment to the contract

6.16.1 The contract signed thereof can be amended by mutual consent of both the parties, provided such amendment is made in writing and signed by both the parties.

7. Bid formats

[Note: Italicized comments in rectangular brackets of formats have been provided for the purpose of guidance/ instructions to bidders for preparation of the bid formats. These should not appear in the final bids to be submitted by the bidders]

7.1 Covering letter

Bid Reference No. : PSeGS/Rack_Server/2020/1

[Bidders are required to submit the covering letter as given here on their letterhead]

To

Member Secretary,
Punjab State e-Governance Society,
O/o Department of Governance Reforms and Public Grievances,
Plot D-241, Industrial Area, Phase 8B, Sector – 74, Near Quark City,
Mohali-160071

Sub: Bid for Selection as Service Provider for *Supply, installation & Commissioning of Rack Servers for PSDC.*

Dear Sir,

1. We, the undersigned, have carefully examined the above referenced tender and offer to propose for Supply, Installation & Commissioning of Rack Servers, in full conformity with the said tender.
2. We have read all the provisions of tender & corrigendum and confirm that these are acceptable to us.
3. We further declare that additional conditions, variations, if any, found in our proposal shall not be given effect to.
4. We agree to abide by this bid, consisting of this letter and financial bid, and all attachments, till 180 days from the date of submission of bids as stipulated in the tender and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

5. Until the formal final contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.
6. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
7. We understand you are not bound to accept any bid you receive, not to give reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
8. We declare that this is our sole participation in this tender bid and we are not participating/co-participating through any of other related party or channel.
9. We have not been blacklisted or barred by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.
10. EMD of Amount Rs. Fifty Thousand only (Rs. 4,00,000 /-) has been paid online. Details are as below:-
[Insert the details as applicable].
11. Tender document cost has also been paid online. Details are as below:-
[Insert the details as applicable].
12. Our details have been filled below:-

SN	Particulars	Details
1.	Name of the bidder	
2.	Principal place of business	
3.	Address with Telephone numbers, Fax number, etc	
4.	Date of incorporation and/or commencement of business	
5.	Name of Partners/ Directors	
6.	Registration Number	
7.	PAN Number	
8.	GST Registration Number	
9.	Brief description of the Service Provider's line of business	

10.	Name, designation, postal address, e-mail address, phone numbers (including mobile) etc., of Authorized Signatory of the bidder with power of attorney.	
11.	Details of individuals who will serve as the point of contact/communication with the Client in case of the award of the contract. <i>[The details to include Name, designation, postal address, e-mail address, phone numbers (including mobile) etc.]</i>	

13. Details of Similar Works that are in progress or have been completed (Proofs attached) :-

S. No.	Name of the Service Contract	Name of the Client	Number of persons deployed	Value of Contract	Contract start date	Contract completion date

Signature

Full Name

In the capacity of

Duly authorised to sign Proposal for and on behalf of

Date.....

Place.....

[*: Strike off whichever is not applicable]

7.2 Eligibility criteria form

Bid Reference No.: PSeGS/Rack_Server/2020/1

7.2.1 The compliance against each of the particulars provided under Clause 5.12 is to be submitted as per below format:-

Sl. No.	Particulars	Eligibility Criteria	Supporting documents	Pg. No.	Compliance (Yes / No)
...

7.3 Financial bid form

[To be submitted by the bidder as per the format provided on the e-procurement website]

7.3.1 The bidder should certify that they have not have offered lesser price for any of the line items to any government / semi-government organization of Centre or any State (of same specification as in tender). Commercial sheet format is as under:-

S N	Equipment Type	Qty	Unit product price (inclusive GST) with standard warranty (in Rs.)	No. of years of standard warranty	Price per year of extended warranty inclusive GST (in Rs.)	Total Price including GST (in Rs.)
1	Rack Server	40				0
2	RAM 64 GB module	328				0
3	RAM 128 GB module	192				0
Grand Total						0

7.4 Format for Performance Bank Guarantee

Member Secretary
Punjab State e-Governance Society,
O/o Department of Governance Reforms and Public Grievances,
Government of Punjab
Plot D-241, Industrial Area, Phase – 8B, Sector – 74,
Near Quark City, Mohali – 160071

Whereas, <<name of the Service Provider and address>> (hereinafter called “the applicant”) has undertaken, in pursuance of RFP No: / Contract no. <<insert RFP / contract no.>> dated. <<insert date>> to provide consulting services for <<name of the assignment>> to <<Client>> (hereinafter called “the beneficiary”)

And whereas it has been stipulated in the said contract that the applicant shall furnish you with a irrevocable and unconditional bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<Name of the Bank>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the Client such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, upto a total of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the applicant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

Notwithstanding anything contained herein:

1. Our liability under this bank guarantee shall not exceed Rs <<Insert Value>> (Rupees <<insert value in words>> only).
2. This bank guarantee shall be valid up to <<insert expiry date>>.
3. 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 expiry date>> failing which our liability under the guarantee will automatically cease.

8. SLA and Penalties

SN	Activity	Deliverable	Target / Service Level	Penalty for delays beyond target level
1	Submission of PBG	PBG	15 days from the issue of Work Order	Rs. 1,000/- per day
2	Signing of contract	Signed contract	10 days from issue of Letter of Intent	Rs. 1,000/- per day
3.	Delivery, Installation and Commissioning of Servers/ RAM Modules	Servers/ RAM Modules delivered at PSDC	45 days from the date of issue of work order	2% of the total value of the work order per week for the delay.
4.	Helpdesk and online portal availability	Toll free helpline and online portal should be available by 24 * 7 * 365	Availability of helpline and online portal by 24 * 7 * 365	Rs. 500 /- per instance of any of this
5.	Complaint Registration (Time identified as T0)	Complaint Number	Immediately after complaint is logged.	Rs. 500 /- per instance
6.	First response to the complaint	Approaching the complainant and begin analysis of the issue.	T0 + 1 hours	Rs. 500 /- per hour
7.	Resolution of the complaints and Service Support during warranty period (including the cases where the equipment is required to be replaced)	Issue Resolved	Within T0 + 6 hours of lodging of complaint.	For a delay beyond 6 hours:- Rs. 1000/- per hour (or part thereof) per server. Rs. 100/- per hour (or part thereof) per RAM Module. The rate of penalty shall be doubled after

Tender document for Rate Contract for Supply, installation & Commissioning of Rack Servers for PSDC

				every 24 hours in case the reported issue is not resolved.
8.	Repeated occurrence of the issues in equipment despite resolutions by the Service Provider	Permanent replacement of the equipment with a new one of equal or higher specification	Within T0 + 30 days of lodging of complaint.	Rs. 5000 /- per day

Note: Penalties shall be recovered from pending payments or from PBG.