



## Tender document for Rate Contract of Unified Storage and Backup Solution

Reference number: DGRPG/Storage\_Backup/2021/1

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: DGRPG/Storage Backup/2021/1**

Department of Governance Reforms and Public Grievances invites online bids for the rate contract of Unified Storage and Backup Solution for Punjab State Data Center.

Closing date and time is 28.10.2021 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	DGRPG/Storage_Backup/2021/1
2	Date & time for the start of sale of e-tender	30-09-2021 09:00 Hrs
3	Last date and time for submission of queries through email	14-10-2021 10:30 AM
4	Date and time for pre-bid meeting	14-10-2021 11:00 AM
5	Last date and time for submission of bids on e-proc portal	28-10-2021 15:00 Hrs
6	Date and time of opening of pre-qualification bids	29-10-2021 11:00 Hrs
7	Date of opening of financial bids	To be intimated later
8	Address for communication	Directorate of Governance Reforms & Public Grievances, Plot D-241, Industrial Area, Phase – 8B, Sector – 74, Mohali - 160071
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	1 Rs. 5,00,000 /- (Rs. Five Lakh Only) for participation in unified storage only. 2 Rs. 2,00,000 /- (Rs. Two Lakh Only) for participation in Backup Solution only. 3 Rs. 7,00,000 /- (Rs. Seven Lakh Only) for participation in both unified storage and Backup Solution.
11	Contact details	Mr. Manuj Syal, System Manager Mobile : +91 9888078208 Email: <a href="mailto:manuj.syal@punjab.gov.in">manuj.syal@punjab.gov.in</a> <b>Technical Contact:</b> Mr. Saroj Kumar, Sr. Consultant, SeMT Mobile : +91 9650278118 Email : <a href="mailto:saroj.semt@punjab.gov.in">saroj.semt@punjab.gov.in</a>
12	Website for RFP reference	<a href="https://dgrpg.punjab.gov.in/">https://dgrpg.punjab.gov.in/</a> and <a href="https://eproc.punjab.gov.in/">https://eproc.punjab.gov.in/</a>

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” or “Client” means Department of Governance Reforms and Public Grievances, Punjab.
- 3.1.1.2 “Site Office” / “PSDC” refers to Punjab State Data Center located at Plot D-241, Industrial Area, Phase -8B, Sector -74, Mohali – 160071.
- 3.1.1.3 “Bidder” means firm / company / business entity who submits bid in response to this tender.
- 3.1.1.4 “Bid” means proposal submitted by bidders in response to this tender issued by DGRPG for selection of “Service Provider”.
- 3.1.1.5 “Committee” means the committee constituted by DGRPG for evaluation of bids.
- 3.1.1.6 “Similar work” means supply, installation & commissioning of storage, backup solution and other data center level equipment like servers, DDoS, load balancer, firewalls, etc.
- 3.1.1.7 “Service Provider” or “vendor” means the firm / company / business entity, selected through competitive tendering process in pursuance of this tender.
- 3.1.1.8 “EMD” means “Earnest Money Deposit”.
- 3.1.1.9 “PBG” means “Performance Bank Guarantee”.
- 3.1.1.10 “Contract” refers to contract entered between DGRPG and the Service Provider.
- 3.1.1.11 “Days” refers to calendar days.
- 3.1.1.12 “Week” refers to calendar week.
- 3.1.1.13 “RU” refers to Rack Unit.
- 3.1.1.14 “SSD” refers to Solid State Drive
- 3.1.1.15 “SAS” refers to Statistical Analysis System
- 3.1.1.16 “LTO” refers to Linear Tape Open
- 3.1.1.17 “FC” refers to Fiber Channel

## **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, DGRPG invites proposals from interested bidders (Service Providers) for supply, installation & commissioning of Unified Storage and Backup Solution and establish rate contract for additional modules / media for each solution.
- 4.1.3 DGRPG 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 DGRPG 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. DGRPG reserves right to reject a proposal valid for a shorter period as non-responsive.
- 4.2.2 If required, DGRPG 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 DGRPG 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, DGRPG, 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, DGRPG 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 submitted by the successful bidder will be released after the successful bidder furnishes the Performance Bank Guarantee (PBG) against the 1<sup>st</sup> work order.
- 4.5.3 EMD of all unsuccessful bidders would be refunded through online mode automatically.
- 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 contract 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.
- 4.5.5.5 If the bidder fails to offer the backup software for PoC within 15 days post invitation OR fails the PoC thereafter.

#### **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](http://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 DGRPG 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 Failed to offer the backup software for PoC within 15 days post invitation OR fails the PoC thereafter.
- 4.7.1.5 Submitted more than one bid (directly / indirectly);
- 4.7.1.6 Declared ineligible by the Government of India / State / UT Government for corrupt and fraudulent practices or blacklisted.
- 4.7.1.7 Submitted a bid with price adjustment/variation provision.
- 4.7.1.8 Documents are not submitted as specified in the tender document.
- 4.7.1.9 Suppressed any details related to bid.
- 4.7.1.10 Submitted incomplete information, subjective, conditional offers and partial offers submitted.
- 4.7.1.11 Not submitted documents as requested in the checklist.
- 4.7.1.12 Submitted bid with lesser validity period.
- 4.7.1.13 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
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#### **4.10 Bid opening**

- 4.10.1 DGRPG 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 two stage process as under:-
  - 4.11.1.1 Pre-qualification / eligibility evaluation.
  - 4.11.1.2 Financial bid evaluation.
  - 4.11.1.3 Proof of Concept (PoC)

#### **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:-

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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"> <li>• A company registered under the Indian Companies Act, 2013 / 1956 OR</li> <li>• A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 OR</li> <li>• A partnership firm OR</li> <li>• Sole Proprietorship</li> </ul>	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 31.07.2021 in doing "Similar Work".	Work order / contract to validate the year and area of activities.
3	<p>The bidder and OEM should have successfully completed "Similar Work" in government (departments / boards / corporations / PSUs / Societies) during the last three years ending 31.07.2021 as per following details:-</p> <p style="margin-left: 40px;">a One similar work costing not less than the amount equal to Rs. 3 Crore.</p> <p style="margin-left: 80px;">OR</p> <p style="margin-left: 40px;">b Two similar works each costing not less than the amount equal to Rs. 2 Crore each.</p> <p style="margin-left: 80px;">OR</p> <p style="margin-left: 40px;">c Three similar works costing not less than the amount equal to Rs. 1 crore each.</p>	Work orders confirming year, cost, location(s) and area of activity. Any other relevant documents for costing of each similar work are also acceptable. Proof of completion of work / satisfactory certificate is to be submitted along with Work orders.
4	Bidder should have minimum annual average turnover of Rs. 5 Crore in the last three financial years i.e. FY 2018-19, FY 2019-20 & FY 2020-21 for which bidder's accounts have been audited.	<ul style="list-style-type: none"> <li>• Audited Financial Statements OR</li> <li>• Certificate from statutory auditors clearly certifying the turnover requirements</li> </ul>
5	<p>The bidder shall submit the undertaking that the bidder:-</p> <p style="margin-left: 20px;">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 style="margin-left: 20px;">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>	Self-Certified letter

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SN	Eligibility Criteria	Supporting documents
	<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 in present firm or any of the sister concerns.</p> <p>d All components/parts/assembly to be supplied would be original/new and no refurbished/duplicate/second hand components/parts/assembly/software will be used.</p> <p>e 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).</p>	
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. Further, bidders have to provide the contact details of signatory signing the bid.	Authorization letter
8	Bidder must submit data sheet of proposed product.	Data sheet and compliance sheet as per specifications mentioned in SoW.
9	<p>Bidder to submit a letter from OEM confirming the following:-</p> <p>1.i The equipment / solution should be covered under 5 year onsite comprehensive OEM warranty. OEM must ensure 24 * 7 * 365 service support during warranty period through email, phone &amp; web portal.</p> <p>1.ii The solution being proposed must be current, based on latest technology and should not</p>	Letter from OEM

SN	Eligibility Criteria	Supporting documents
	<p>be end of sale at the time of bid submission. Further, the OEM shall ensure the availability of spares for atleast 7 years.</p> <p>1.iii Installation, commissioning, demonstration and 3 days onsite training of the solution will be done by the OEM or its authorized / certified engineer.</p>	
10	Bidders are required to submit MAF (Manufacturer's Authorization Form)	Manufacturer's Authorization Form

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

### 4.13 Financial bids evaluation

- 4.13.1 Separate Financial bidding / Reverse Auction (RA) will be done for Unified Storage Solution and Backup Solution. Bidders can participate in either or both of the bids.
- 4.13.2 For either of the solution (Unified Storage Solution or Backup Solution), bidder has to offer both – equipment / solution with initial capacity and rate contract for additional modules / media. Partial bid for a solution would not be entertained.
- 4.13.3 Further, the Financial bidding stage is divided into two stages (bid followed by reverse auction) as under:
- 4.13.3.1 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.
  - 4.13.3.2 If the number of bids received are 4 or more, the H1 bid i.e. the bid of the highest bidder will be rejected.
  - 4.13.3.3 The remaining bidders shall proceed to the reverse auction stage. The start and end date / time of the reverse auction shall be specified post opening the financial bid.
- 4.13.4 The bidder offering lowest “Grand total price including GST (in Rs.)” after Reverse Auction (RA) would be termed as L1 (Least Cost) bidder and would be invited for PoC as detailed in clause - 4.14.

- 4.13.5 For the purpose of obtaining the prices of each individual item after Reverse Auction (RA), the “Grand Total price including GST (in Rs.)” would be distributed in the same percentage as submitted by the bidder in their commercial sheet for individual items.
- 4.13.6 Price of individual line items would be derived from total price obtained after RA in the same proportion as quoted by the bidder in the financial bid.
- 4.13.7 Failure to abide the tender conditions may result into forfeiture of EMD & PBG.
- 4.13.8 Any conditional financial bid will lead to disqualification of the entire bid and forfeiture of the EMD.
- 4.13.9 Bidder quoting zero or negative service charges will be treated as non-responsive and will result in forfeiture of the EMD.
- 4.13.10 Errors & Rectification:
  - 4.13.10.1 If there is a discrepancy between words and figures of the charges, the amount in figures will prevail.
  - 4.13.10.2 If the bidder doesn't accept the correction of error(s) as specified, its bid will be rejected.

#### **4.14 Proof of Concept**

- 4.14.1 Proof of Concept (PoC) for the backup software being proposed will be done for L1 bidder. In the PoC, the technical specifications of the backup solution would be checked practically.
- 4.14.2 The backup software for PoC has to be supplied by the bidder within 15 days of intimation failing which it would be deemed that the PoC has been unsuccessful and the bid would be rejected.
- 4.14.3 If the L1 bidder fails to offer the backup software in the stipulated time OR fails the PoC thereafter, it would be rejected from the bidding process, its EMD would be forfeited and it would be debarred from participating in the Department's tender for procurement of similar equipment / solution for one year. The L2 bidder would then be given the opportunity for PoC and so on.
- 4.14.4 The bidder clearing the PoC would be termed as successful bidder and further process of awarding the contract would be followed with that bidder.



#### **4.15 Letter of Intent (LoI) – cum – Work Order**

DGRPG will issue separate Letter of Intent (LoI) - cum - work order for Unified Storage Solution & Backup Solution to the respective successful bidders.

#### **4.16 Performance security**

- 4.16.1 The successful bidder shall furnish PBG to DGRPG valuing 10% of the value of the work order within 15 days of issue of Letter of Intent (LoI)-cum-Work Order.
- 4.16.2 After receipt of PBG submitted against first work order, the EMD of the successful bidder would be returned back to the vendor.
- 4.16.3 PBG shall remain valid for a period of 365 (three sixty five) 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.
- 4.16.4 In case the successful bidder fails to submit PBG within the time stipulated, penalties will be imposed as per SLA clause no.: 8.1. In extreme case, DGRPG at its discretion may cancel the Letter of Intent (LoI)-cum-Work Order awarded to the successful bidder, forfeit the EMD of the concerned bidder and may consider placing Letter of Intent (LoI)-cum-Work Order to the L2 bidder.
- 4.16.5 The Service Provider will not be entitled for any interest on the PBG submitted.
- 4.16.6 DGRPG shall forfeit the PBG in full or in part in the following cases:
  - 4.16.6.1 When the terms and conditions of contract are breached/ infringed.
  - 4.16.6.2 When contract is being terminated due to non-performance of the Service Provider.
  - 4.16.6.3 The Clients incur any loss due to Service Provider's negligence in carrying out the project implementation as per the agreed terms & conditions.

#### **4.17 Signing of contract**

4.17.1 The successful bidder will sign the contract with DGRPG within 15 days of issue of Letter of Intent (LoI)-cum-Work Order. 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.

#### **4.18 Fraud and corrupt / malpractices**

4.18.1 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.

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

4.18.2.1 "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.

4.18.2.2 "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.

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

4.18.2.4 "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.

4.18.3 DGRPG 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.

4.18.4 DGRPG 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, DGRPG intends to:-

5.1.1.1 Purchase Unified Storage Solution with 300 TB capacity and establish one year Rate Contract for additional SSD & SAS disks of 10 TB usable capacity each.

5.1.1.2 Purchase Backup Solution with 100 TB capacity and establish one year Rate Contract for additional Tape / media (including perpetual S/W license) of 10 TB usable capacity.

5.1.2 A separate contract will be established for Unified Storage and Backup solution with respective successful bidders. The selected bidders will be responsible for supply, installation & commissioning of the equipment / solution and additional modules / media (as per the rate contract) at the Site Office. Work Orders would be issued to satisfy requirement for additional modules / media.

5.1.3 Installation and commissioning is to be done by the OEM or its authorized / certified engineer. 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.

5.1.4 For the Unified Storage Solution, tentative quantity of additional disk modules required during the rate contract period is as mentioned below:-

SN	Item Description	Tentative Qty required during rate contract
1	Disk (SSD) of usable size – 10 TB including disk enclosure, if required (single disk size should not exceed 3.8 TB)	180 TB
2	Disk (SAS) of usable size –10 TB with 10 KRPM including disk enclosure, if required (single disk size should not exceed 2.4 TB)	180 TB

- The additional disks should have the same specifications as per the storage provided in the unified storage solution.

- Installation & commissioning of the additional disk modules (ordered under the rate contract) in the provided equipment / solution would be the responsibility of the OEM or its authorized / certified engineer.
- 5.1.5 For the Backup solution it is expected that tentatively 12 number of additional tape / media of 10 TB usable capacity would be required during the rate contract period. The additional tape / media should have the same specifications as per the tape provided in the backup solution. Installation & commissioning of the additional tape / media (ordered under the rate contract) in the provided equipment / solution would be the responsibility of the OEM or its authorized / certified engineer.
- 5.1.6 The equipment / solution should be covered under 5 year onsite comprehensive OEM warranty from the date of acceptance of the installed & commissioned equipment / solution by the DGRPG. The OEM warranty for additional modules / media should be coterminous to the equipment / solution.
- 5.1.7 OEM must ensure 24 \* 7 \* 365 service support during warranty period through email, phone & web portal. Vendor is required to submit the details for the process of logging complaints.
- 5.1.8 Installation, commissioning, demonstration and 3 days onsite training of the solution would be done by the OEM or its authorized / certified engineer. 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.
- 5.1.9 The solution being proposed must be current, based on latest technology and should not be end of sale at the time of bid submission. Further, the OEM shall ensure the availability of spares for atleast 7 years.
- 5.1.10 The bidders would be required to provide Proof of Concept (PoC) for the backup software being proposed.

## **5.2 Technical Specifications**

The technical specifications of equipment are as mentioned below:-

### **5.2.1 Unified Storage Specification**

Tender document for Rate Contract of Unified Storage and Backup Solution

Storage System Type	Unified Storage Solution
Hardware Form Factor of Storage System (RU)	25 U maximum
Supported Disk Type	SSD, SAS
Speed of dual ported disk drive in Gbps	12 Gbps and more
Storage Capacity (TB)	300 TB usable with RAID 6
Drive Type Wise Storage drive	3.84 TB SSD & 1.8 TB or 2.4 TB with 10K RPM SAS HDD
Disk	50% SSD & 50% SAS
Automated Storage tearing feature across the populated drives types (in case of multiple drive system)	Yes
Automated Storage tearing Software License Included	Yes
Hot Spares	Yes
Type of Front-end Ports	FC, ISCSI
Number of Front-end Ports	Minimum 8
Speed of front-end Ports in Gbps	8x 32Gbps FC ports, 8x10G Ports, 4x40G Ports
Type of Back-end Ports	SAS
Number of Back-end Ports	4 or more
Speed of Back-end ports in Gbps	12
Number of Controllers/VSD/ Node available in the storage System	2
RAID Level Support	RAID 6
Active-Active Controllers Configured in HA	YES
Cache Type	Global/Federated

Active Stand by Controller Configured in HA	No
Total configurable Cache (GB) across Controllers	256GB cache across dual controllers. The system must be supplied with at-least 1TB of SSD/Flash as secondary Cache. PCIe based cache or cache on external gateways won't be considered as Storage System cache.
Performance	Minimum 200K IOPS with 70:30 -- Read/Write ratio with 8KB Block Size on Random Workloads.
Wide Stripping or equivalent feature	Yes
No of Snapshot Copies Per Volume	500
License for Snapshot included	Yes
Remote Replication	Yes
Remote Replication license included	No
Synchronized Replication Support	Yes
Synchronous Replication license included	No
Storage array should support encryption for files shares for both CIFS and NFS access.	Yes
Asynchronous Replication Support	Yes
Asynchronous Replication license included	No
3-DC Zero Data Loss Support	Yes
Storage should support compression and deduplication for both NAS (file) and SAN (block) protocols for the proposed capacity.	Yes
Type of Data Compression	S/W Level

Tender document for Rate Contract of Unified Storage and Backup Solution

Type of Data Deduplication	S/W Level
No Single point of Failure with Non disruptive replacement of Hardware	Yes
The Storage provide Non disruptive Firmware /Microcode upgrade	Yes
Firmware upgrade without any controller reboot	No
Data at rest and Flight Encryption Required	Yes
Storage management software for configuration and multipathing (part of the supply).	Yes
Multi-pathing and load balancing and fail over software (part of supply) with license for windows/Linux servers or shall support native multipathing of OS.	Yes
Protocols Supported by the storage system from day one	iSCSI, FC, NFS & SMB
Operating System Platform and Clustering Supported by the Storage from day one	Microsoft® Windows Server®, Oracle® Solaris, Oracle Linux, IBM® AIX®, VMware®, RedHat®
Operating Temp Range	10 - 35°C
Storage Temp Range	(-40 to 70 °C)
Operating Humidity (Rh)	8% to 85%
Storage Humidity (Rh)	8% to 95%
BIS Registration under CRS of MeiTY	Yes
BIS Registration Certificate shall be furnished when demanded by the buyer	Yes
Power consumption	The equipment supplied must be compliant with the racks installed in

	State Data Centre which are of size 600mm X 1000 mm and 4.5 KVA power capacity
Scope of Supply	It includes installation, commissioning & integration together with all necessary software to make the system fully functional as intended.
Upgrade Protection	The system proposed should be latest prevailing model, and the proposed model should be supported by OEM at least for 7 years from the date of bidding. Storage should allow the reuse of existing disk drives/shelves by either using them with higher/new generation controllers till the service life of these component is exhausted.
On Site OEM Warranty	5 Years
Total No of Drive Slots	Minimum 500
Total no of drive slot populated with SSD	60X3.84TB or more
Total no of drive slot populated with SAS	120 with 1.8TB with 10K RPM OR 90 with 2.4 TB with 10K RPM
Number of Populated Disks per Hot Spare	20
Provision for additional Capacity	Yes
Number of Remote Replication Ports (FC/Ethernet)	4
Storage System is compliant with IPv6	Yes



## 5.2.2 **Backup solution specifications**

### 5.2.2.1 Tape Appliance specifications

<b>SN</b>	<b>Description</b>	<b>Values</b>
1	Drive Technology	LTO
	Drive Generation	LTO 8
	Total Storage Capacity (Native)	4 TO 5PB
	Total Storage Capacity (Compressed)	6PB
	Type Of Connectivity	FC
	Support Number of Tape Drives Slot	Min 20
	Number of Slots Populated with Tape drives	6
	Form Factor	6U
2	Mail Slots	YES
	Compression Ratio	2.5:1
	Transfer Rate (TB/hour)	1 TO 3
	Transfer Rate under Compression mode (TB/ Hour)	10.8
	100TB with minimum Cartridges Quantity	60
	Maximum Capacity of Each Drive under	12 TB
	Compression ( TB)	2.5
	IP Rating	IP 65
3	Barcode scanner	Yes
	Compatible with Commvault, IBM Spectrum Protect, Data Domain, HP Data Protector etc	Yes
4	Reliability & Robustness	Min 3,000,000 Cycles or More
	Valid Bis	Yes
	RoHS compliant	Yes
	Web-based remote management capability	Yes
	Operating Temperature Range(Degree C)	15°C to 32°C
	Storage Temperature Range(Degree C)	15°C to 32°C
	Storage Humidity (RH%)	20% - 80% noncondensing
5	Operating Humidity(RH%)	20% - 80% noncondensing
	Weight (Grams)	100 KG

Maximum Power Consumption (Watt)	800
On Site OEM Warranty (Year)	5
Device Should Support Single phase power supply	Yes
Device Power consumption should not more the 2 KVA	Yes
WORM (Write Once Read Many) Capable	No
Encryption Type	No
BIS Registration Under CRS of Meity	Yes
Dimensions (L x W x H) (mm x mm x mm)	Device should be capable of installing in rack size of 600X1000 mm

#### 5.2.2.2 Backup application specifications

BASIC FEATURES	TECHNICAL SPECIFICATIONS
Domain type	Backup and Recovery Software
<b>SCOPE OF LICENSE</b>	
Types of Licenses	Perpetual
OEM Licensing policy	Per TB
License Delivery Mode	Electronic License
Hosting Environment/ Deployment Option	Cloud, On Premise
The offered product has support from OEM for	Unlimited pupation for Patches and Bug fixes within maintenance & support period, Unlimited upgradation of version within support period
Number of Years for OEM support for updation (Patches and Bug fixes) is included in the scope of supply (Hint: - Select '0' if not applicable)	5

Number of Years for OEM support for Upgradation of version is included in the scope of supply (Hint: - Select '0' if not applicable)	5
Training Options	Yes
No of days training provided onsite (Hint: - Select '0' if not applicable)	3
<b>BACKUP APPLIANCE</b>	
Bidder to provide physical backup server along with required operating system, if proposed backup solution requires separate physical server.	Yes
Backup Server should have Active-Active HA configuration.	Yes
Rack space (U)	2U
Type of Disk in Backup Appliance	NA
Additional features of Backup Server/Appliance	The proposed server/purpose built backup appliance hardware & software (Operating System and backup software) upgrade and patches must be from single Box OEM to avoid multi-OEM management challenges and same solution must have disk backup in both Dedupe form and in advance disk (without dedupe) for fast backup/restoration. The proposed hardware solution should have Operating System disk in mirroring and data disk on RAID 6 with Hot spare and same should be configured as backup server without having need for

	additional server to save space in the data centre.
Reclaim Media	The software should be able to reclaim the media if certain percentage of data within that media has expired.
Scalability	The Backup software must not have any restrictions on the number of drives that can be attached in the tape library. There should be no additional licensing if the number of tape drives is increased in order to reduce the backup window.
<b>SCHEDULING</b>	
Backup schedule supported by offered product	Daily, Weekly, Monthly, Quarterly, yearly
Scheduling Features	The proposed software should have inbuilt calendar-based scheduling system, proposed backup software should support various level of backup e.g., full, incremental, differential, synthetic full. It should provide flexibility to backup data in multiple streams for lesser backup window."
Graphical User Interface Features	Should have built-in centralized, policy driven management feature by which all Backup servers can be managed from central location. The software must have the capability of monitoring and controlling the tape sent offsite, or data sent across by WAN through Electronic Valuating. The Software must offer Web based administration and be capable of controlling different locations' backup servers from a single console without the use of Enterprise Systems Management products.
Recovery Features	The Backup software must reduce the recovery window by collating data based on certain parameters like clients, application, etc. onto single tape or single set of tape. This activity must not be done during backup, and can be an offline activity, within the tape library. Backup Solution

	should support MS SQL PIT Complete Instant Access Recovery.
De- Duplication Features	All type Deduplication across all backup Jobs, Variable-Length Deduplication, Flexible Recovery Options, Universal share., Remote Data Recovery, Hardware Snapshot Integration, Checkpoint restart for Backup and Restore, Secure Multi-tenancy features which provide separate logical space for each tenant, Separate retention support for source and replication target, Built-In WAN Acceleration / WAN Optimization. The software should support Source (client) side, Target (Server) side & Inline De-duplication
Backup Retention policy	The Software should have capability to define retention policy to the data & not to a Media
Tape out Capabilities Features	The Backup software must not have any restrictions on the number of drives that can be attached in the tape library. There should be no additional licensing if the number of tape drives is increased in order to reduce the backup window. Software should have an inbuilt feature for Tape-to-tape copy feature (cloning, within the tape library) to make multiple copies of the tapes without affecting the clients for sending tapes offsite as part of disaster recovery strategy. Should have SAN support on above mention OS's. Capable of doing LAN free backups to Tape for all platforms mentioned above. Software should have true backup image Staging between disk and tape with different retention level to maintain disk space for continuous backup. The backup software must be intelligent enough to flush out the data from the disk and migrate the same to the tape automatically. The backup software must be capable of creating multiple copies of the data at the same time the primary copy is generated.
Reporting Capabilities	Full job completion report: - Overview of the full backup

Features	jobs that are successful, partially successful and failed for each day. Software should have built-in Alert support and cross platform Device & Media sharing in SAN environment.
Image level backup Capability Features	To support image level backup on host/hypervisor level for multiple vendors, to support source-based deduplication while image level backup, To support granular recovery from image level backup, should support instant recovery of vm from target device.
Replication Capability Features	The software should have the capability to replicate the backed-up data to the DR site for the selected set of systems. Subsequent Replication to be transferred only difference data from previous successful replication., Replication to provide the flexibility to transfer only dedup data., The offered product to support bi-directional, many-to-one, one-to-many, and one-to-one replications, The offered product to support encryption with 128 bit or 256-bit Advanced Encryption Standard (AES) algorithms. All type Deduplication across all backup Jobs, Variable-Length Deduplication, Flexible Recovery Options, Universal share., Remote Data Recovery, Hardware Snapshot Integration, Checkpoint restart for Backup and Restore, Secure Multitenancy features which provide separate logical space for each tenant, Separate retention support for source and replication target, Built-In WAN Acceleration / WAN Optimization.
<b>GENERIC FEATURES</b>	
Backup Appliance Features support	Yes
Backup and Recovery Software Features	Should be available on various OS platforms which are supported by OEM's such as different variant of Windows, Linux and UNIX platforms and be capable of supporting backup / restores from various platforms including

	<p>Windows, Unix and Linux. . The backup software must have the capability to seamless integration with existing backup solution to migrate files from one backup media to another. LAN and LAN-free Backup, Protection of heterogeneous Server environments, Agentless/ API support, Instant Access/ Instant Restore, Single Web-Console for Backup and Recovery &amp; Centralized Management, Granular Recovery of both Physical and Virtual environments, Separate Framework for Application Consistent Backup and Crash Consistent Backup., Support for NDMP Protocol, Backup to Tape and Purpose Built Backup Appliance, Automatic Backup Management features, Customized Reporting, Separate agents availability for operating system, database &amp; applications, Standalone Tape Drive and Robotic Tape Library backup support, Tape Cloning And Offsite Tape Vaulting., Optimized Synthetic Backups, Backup Replication And Staging. The backup solution should support integration to virtual environment like VMWare, Microsoft Hyper-V, Nutanix, RHV &amp; OpenStack for backup and recovery of virtual machines and must have capability to integration with VMWare vRA/vRO. Modern workload like big data should have agentless parallel procession to maintain backup window. The software must have the feature to backup on to the Disk pool and later migrate to the Tape without intervention. The Disk pool space should not be limited to a physical Disk drive capacity. The proposed Backup Solution has in-built media management and supports cross platform Device &amp; Media sharing in SAN environment. It provides a centralized scratched pool thus ensuring backups never fail for Media. Should support different levels of User access, Administrator, User, Operator, so that only the authorized personnel can make changes or view the status based on the rights they</p>
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	<p>have. The backup software must support SAN based LANFREE Backups to tape. The migration from a LAN based backup to the LAN-FREE backup must only effect purchasing/installing additional modules, and not warrant any installation/licensing charges/changes on the base backup software. Software should have full command line support on above mention OS's</p>
<p>Generic Features</p>	<p>Backup server should support clustered configurations of the backup application in a cluster. I.e., backup application should failover as a highly available resource in a cluster. Backup server software must also have capability to run on Unix/Linux Platform. Backup catalog should be two-stage protection in order to recover backup infrastructure in the event of failure. Backup solution should support agentless backup of open stack without need of tenant base proxy. Database Backup and Recovery, Application Backup and Recovery, Virtual Machine Backup and Recovery, Backup data integrity checksum, Encryption-data at rest and data in flight, Policy-based Backup / Scheduling, Customized Reporting, Cloud Backup, Optimized deduplicated Backup To Cloud, Integrated Backup and Recovery, Dissimilar Hardware Recovery, Server Backup and Recovery, Client Backup and Recovery, Unified Backup For Physical And Virtual Environment, Data Compression, Data Encryption, Incremental and Differential Backups. The Software should have capability to define retention policy to the data &amp; not to a Media. The software should have the ability to migrate the backed-up data from the older technology devices to a newer technology device anytime in future. The software should be able to reclaim the media if certain percentage of data within that media has expired. Backup software should have container backup capability for leading containers orchestrators such as Kubernetes, Red</p>



	hat OpenShift etc. Backup Solution vendor should be leader in Gartner Magic Quadrant for more than 3 years for Data Center Backup and Recovery Solutions. The Backup software must include open API to enable integration with home grown applications.
<b>HARDWARE / SOFTWARE REQUIREMENTS AT BUYER END</b>	
Database supported by the offered product	The proposed Backup Solution has online backup solution for different type of Databases such as Oracle, Exchange, Notes, DB2, Sybase, MySQL, PostgreSQL, MSSQL, NOSQL etc. on various OS along with agents for VMware&Hyper-V. Must support MS SQL Self-Service to allows the SQL DBA to be fully self-sufficient in managing backup of MS SQL Database and also should support MSSQL instant access. Solution should support parallel streaming framework for Big data and NoSQL like Nutanix, Hadoop, MongoDB, Cassandra etc.
Supported Operating System by the offered product	Windows, Linux, Unix, HP- UX
Platform supported for Bare Metal Recovery	Windows OS, Linux OS, UNIX OS, HP- UX
Server/CPU configuration requirements	Backup server should support high availability on UNIX platform

### 5.3 Delivery & Installation

- 5.3.1 The delivery, installation & commissioning of the equipment / solution should be completed within 45 days from the date of issue of Lol-cum-work order. For the additional modules / media, it should be completed within 30 days of issue of the work order.
- 5.3.2 Service Provider will be responsible for ensuring proper packing, delivery and receipt of all the components at the Site Office. 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 DGRPG 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 or its authorized / certified engineer.

## **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 The contract will be for a period of 5 years from the date of acceptance of the installed & commissioned equipment / solution by the DGRPG. The rate contract for additional modules / media 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 price inclusive of all the components mentioned in the Scope of Work.

### **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.

- 6.4.2 100% 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 & Commissioning report
  - Tests & acceptance of DGRPG
- 6.4.3 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.
- 6.4.4 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 DGRPG 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 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.

## **6.13 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 "Administrative Secretary - DGRPG". 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. : DGRPG/Storage\_Backup/2021/1

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

To

Director,  
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 Unified Storage and Backup Solution for PSDC.***

Dear Sir,

- 1 We, the undersigned, have carefully examined the above referenced tender and offer to propose for Supply, Installation & Commissioning of Unified Storage and Backup Solution, 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.

*Tender document for Rate Contract of Unified Storage and Backup Solution*

- 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 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:-

<b>SN</b>	<b>Particulars</b>	<b>Details</b>
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 authorized to sign Proposal for and on behalf of

Date.....

Place.....

[\*: Strike off whichever is not applicable]

## 7.2 Eligibility criteria form

**Bid Reference No.: DGRPG/Storage\_Backup/2021/1**

7.2.1 The compliance against each of the particulars provided under Clause 4.12 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:-

<b>Financial bid for Backup Solution</b>				
<b>Equipment Type</b>	<b>Qty</b>	<b>Unit price excluding GST (in Rs.)</b>	<b>GST in %</b>	<b>Total price including GST (in Rs.)</b>
Backup Solution with 100 TB capacity	1			0
Additional Tape / media (including perpetual S/W license) of 10 TB capacity	12			0
<b>Grand total price including GST (in Rs.)</b>				<b>0</b>

**Table – I**

<b>Financial bid for Unified Storage</b>				
<b>Equipment Type</b>	<b>Qty.</b>	<b>Unit price excluding GST (in Rs.)</b>	<b>GST in %</b>	<b>Total price including GST (in Rs.)</b>
Unified Storage Solution with 300 TB capacity (SSD & SAS in 50:50)	1			0
Disk (SSD) of usable size – 10 TB including disk enclosure, if required (single disk size should not exceed 3.8 TB)	18			0
Disk (SAS) of usable size –10 TB with 10 KRPM including disk enclosure, if required (single disk size should not exceed 2.4 TB)	18			0
<b>Grand total price including GST (in Rs.)</b>				<b>0</b>

**Table – II**

- Quantity mentioned for additional disks / tape / media is tentative and only for price discovery purpose.
- The total price of additional modules quoted by the bidders should not be less than the equipment / solution in both the cases. For eg. in Table – II, (Total price of Row 1) < (Total Price of Row 2 & Row 3).
- If the bidder fails to follow this condition, DGRPG at its discretion may finalize the prices of individual items of the successful bidder subject to the condition that the final total L1 price shall not be altered. Decision of DGRPG shall be final and binding and in case of abeyance or withdrawal of bid by the L1 Bidder, its EMD shall be forfeited. L2 Bidder, in this case will be termed as successful bidder.
- The bidder offering lowest “Grand total price including GST (in Rs.)” after Reverse Auction (RA) would be termed as L1 (Least Cost) bidder for each table separately.

#### **7.4 Format for Performance Bank Guarantee**

Director,  
Department of Governance Reforms and Public Grievances,  
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 LoI-cum-work order	0.01% of the value of LoI per day
2	Signing of contract	Signed contract	15 days of issue of LoI-cum-work order	0.01% of the value of LoI per day
3.	Delivery, Installation and Commissioning of Equipment / Solution or additional modules / media	Completion of Installation and Commissioning of Equipment / Solution or additional modules / media at Site Office	For equipment / solution, 45 days from the date of issue of LoI-cum-work order.  For additional modules / media, 30 days from the date of issue of work order.	0.03% of the deliverable value per day for the delay
4.	3 days onsite training of Equipment / Solution	Completion of 3 days onsite training of Equipment / Solution	Within 10 days from the date of Commissioning of Equipment / Solution	0.01% of the deliverable value per day for the delay
5.	Helpdesk and online portal availability	Toll free helpline and online portal should be available 24 * 7 * 365	Availability of helpline and online portal 24 * 7 * 365	Rs. 500/- per instance
6.	Complaint Registration (Time identified as T0)	Complaint Number	Immediately after complaint is logged.	Rs. 500/- per instance
7.	First response to the complaint	Approaching the complainant and begin analysis of	T0 + 1 hours	Rs. 500/- per hour

*Tender document for Rate Contract of Unified Storage and Backup Solution*

		the issue.		
8.	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 + 24 hours of logging of complaint.	For a delay beyond 24 hours, a penalty @0.1% of the value of work order per day of delay (or part thereof) shall be applicable.
9.	Preventive Maintenance of the equipment	Preventive Maintenance report signed by office incharge	At least twice a year (in the months of January and June each year) or within 2 days after a request for the same is raised by DGRPG	<ul style="list-style-type: none"> <li>• Pre – requisite for processing of yearly payments.</li> <li>• In case of non-compliance, a penalty @ Rs. 500 per day of delay shall be applicable.</li> </ul>
10.	Repeated occurrence of the issues in component despite resolutions by the Service Provider	Permanent replacement of the component with a new one of equal or higher specification	Within T0 + 30 days of lodging of complaint.	0.05% of the cost of the component per day
11.	Submission of RCA report for each failure	RCA report	Within 7 days of complaint	Rs. 500/- per day

*Note:*

- 1 Penalties shall be recovered from pending payments or from PBG.
- 2 Maximum penalty on delivery, installation & commissioning (i.e. pt. 1 to 4 in above table) cannot exceed 15% of contract value.