



Tender for Rate Contract for Rack Servers and HCI for Punjab's State Data Center

Reference number: DGRPG/RackServer_HCI/2023/1

Department of Governance Reforms and Public Grievances,
Government of Punjab
Plot No. D-241, Industrial Area, Phase – 8B,
Sector – 74, Mohali – 160071

Table of Contents

1 Notice inviting tender	4
2 Document control sheet	5
3 Definitions	6
4 Introduction	7
5 Instructions to Bidders	8
5.1 Eligibility / pre-qualification criteria	8
5.2 Earnest Money Deposit (EMD)	10
5.3 Clarification on tender document	11
5.4 Preparation of bid	11
5.5 Deviations	12
5.6 Validity of bids	13
5.7 Amendment to the tender document	13
5.8 Bid opening	14
5.9 Bid evaluation process	14
5.10 Financial bids evaluation	14
5.11 Issue of Letter of Intent (LoI)	15
5.12 Disqualifications	16
5.13 Performance security and signing of contract	17
5.14 Fraud and corrupt / malpractices	18
6 General Contract Conditions	19
6.1 Standards of performance	19
6.2 Confidentiality	19
6.3 Termination of contract for default	20
6.4 Termination of contract for insolvency, dissolution etc.	20
6.5 Termination for convenience	20
6.6 Force Majeure	20
6.7 Resolution of disputes	21
6.8 Legal Jurisdiction	22
6.9 Contract period	22
6.10 Outsourcing / subletting	22
6.11 Amendment to the contract	23
7 Scope of Work	24
7.1 Introduction	24
7.2 Technical Specifications	25
7.3 Delivery & Installation	33
8 SLA and Liquidated Damages	34
9 Payment Terms	36
9.1 General	36
9.2 Prices	37
10 Bid Format	38
10.1 Covering Letter	38

10.2 Financial Bid Form	40
10.3 Format for Performance Bank Guarantee	41

1 Notice inviting tender

Government of Punjab

Tender Reference Number: DGRPG/RackServer HCI/2023/1

DGRPG (Department of Governance Reforms and Public Grievances) invites online bids for rate contracts for supply, installation, commissioning of Rack Servers and HCI for Punjab's State Data Center.

Closing date and time is 12.10.2023 at 11.00 AM. For details log on to <https://dgrpg.punjab.gov.in/> and <https://eproc.punjab.gov.in/>.

2 Document control sheet

SN	Particular	Details
1	Document reference number	DGRPG/Rack Server_HCI/2023/1
2	Date & time for the start of sale of e-tender	14-09-2023 at 9:00 Hrs
3	Last date and time for submission of queries through email	21-09-2023 upto 10:30 Hrs
4	Date and time for pre-bid meeting	21-09-2023 at 11:00 Hrs
5	Date and time for submission of bids	12-10-2023 upto 11:00 Hrs
6	Date and time of opening of pre-qualification bids	12-10-2023 at 3:00 Hrs
7	Date of opening of financial bids	To be intimated later
8	Address for communication	Department of Governance Reforms and Public Grievances, Plot no.: 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 Rack Server only. 2. Rs. 5,00,000 /- (Rs. Five Lakh Only) for participation in HCI only. 3. Rs. 10,00,000 /- (Rs. Ten Lakh Only) for participation in both Rack Server and HCI.
11	Contact details	Sh. Saroj Pandey, Sr. Consultant Mobile: +91 9650278118 Email: saroj.semt@punjab.gov.in Sh. Manuj Syal, System Manager Mobile: +91 9888078208 Email: manuj.syal@punjab.gov.in
12	Website for tender reference	https://dgrpg.punjab.gov.in/ and https://eproc.punjab.gov.in/

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

- 3.1.1 **“Bid”** means a proposal submitted by bidders in response to this tender issued by DGRPG.
- 3.1.2 **“Bidder”** means a business entity which submits a bid in response to this tender.
- 3.1.3 **“Committee”** means the committee constituted by DGRPG for evaluation of bids.
- 3.1.4 **“Contract”** refers to the contract entered between DGRPG and the Service Provider.
- 3.1.5 **“DGRPG/Client”** means Department of Governance Reforms and Public Grievances, Punjab.
- 3.1.6 **“Day”** means a calendar day of 24 hours.
- 3.1.7 **“EMD”** means “Earnest Money Deposit”.
- 3.1.8 **“HCI”** means Hyper Converged Infrastructure.
- 3.1.9 **“Helpdesk”** shall mean the 24x7x365 support center which shall handle fault reporting, trouble ticketing and related enquiries during this contract.
- 3.1.10 **“PBG”** means “Performance Bank Guarantee”.
- 3.1.11 **“PSDC”** refers to Punjab State Data Center located at Plot no.: D-241, Industrial Area, Phase - 8B, Sector - 74, Mohali – 160071.
- 3.1.12 **“Similar Work”** means supply, installation & commissioning of rack servers or HCI or other data center level equipment like DDoS, load balancer, firewalls, etc.
- 3.1.13 **“Service Provider”** means the firm / business entity, selected through competitive tendering process in pursuance of this tender, for supply, installation & commissioning of Rack Servers and HCI under the contract.
- 3.1.14 **“SLA”** refers to “Service Level Agreement”.

4 Introduction

- 4.1.1 Punjab State Data Centre (PSDC) project acts as a Central Repository of data & applications for the State.
- 4.1.2 The State Data Centre is a key-supporting element of e-Government Initiatives & businesses for delivering services to the citizens with greater reliability, availability and serviceability.
- 4.1.3 Through this tender document, potential bidders are invited to submit bids for rate contracts for Supply, Installation & Commissioning of Rack Servers and HCI for PSDC. The successful Bidder shall undertake minimum responsibilities as specified in the Scope of Work.

5 Instructions to Bidders

5.1 Eligibility / pre-qualification criteria

5.1.1 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. Technical evaluation / Financial bid opening. Non-conforming bids will be rejected and will not be eligible for any further processing.

5.1.2 The eligibility criteria are given as below: -

SN	Qualification Criteria	Documents/ Information to be provided
1	<p>The Bidder should be either: -</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 registered under the Indian Partnership Act, 1932 	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 30 th June, 2023 in doing "Similar Work".	Work order / contract to validate the year and area of activities.
3	The bidder should have positive net worth and average annual turnover of more than Rs. 35 crores for any three of the last five financial years reported i.e. till FY 2022-23.	<ul style="list-style-type: none"> • Chartered Accountant Certificate for Net-worth & turnover of the company. • Chartered Accountant certified Profit & Loss / Audited Balance Sheet
4	<p>Bidders should have successfully completed "similar work" in government (departments/ boards/ corporations/ PSUs/ Societies) / Large reputed Enterprise during the last ten years ending 31.03.2023.</p> <ul style="list-style-type: none"> • One similar work costing not less than the amount equal to Rs. 5 crore. OR • Two similar works each costing not less than the amount equal to Rs. 3.5 crore each. OR 	Work orders/ documents confirming year, cost, area of activity and other parameters sought in the qualification criteria. Any other relevant documents for costing of each similar work are also acceptable.

	<ul style="list-style-type: none"> • Three similar works each costing not less than the amount equal to Rs. 2.5 crore each. 	
5	<p>Bidder shall submit the undertaking that the bidder: -</p> <ul style="list-style-type: none"> • 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. • 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. • 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. • Has read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority, I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. 	<p>Self-declaration from the authorized signatory of the bidder.</p>
6	<p>Bidder to submit a letter from OEM confirming the following:-</p> <ol style="list-style-type: none"> Hardware equipment should be covered under 5 years onsite comprehensive warranty from OEM. The bidder must submit a Product Life Cycle certificate from OEM for at least 7 years. Further, the OEM shall ensure the availability of spares during this period. Installation & commissioning to be done by OEM. OEM to be in operations in India for the last 10 years as on date of bid submission. 	<p>Letter from OEM</p>

	v. Manufacturer Authorization Form	
7	<p>The bidder should have a registered number of following:</p> <ul style="list-style-type: none"> • PAN • GST 	Copy of PAN card and copy of all valid certificates
8	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.	Power of Attorney OR Authorization letter.
9	Pre-Qualification checklist along with reference page and submitted documents.	A checklist in the same format & same sequence of PQ section of the tender with attached submitted documents and its page number reference for validation.
10	The bidder must ensure to deposit the tender document fees and EMD.	Any relevant proof.

Note:

- *All the above mentioned documents have to be scanned and uploaded.*
- *Multiple work orders issued for the same project during a continuous period of not more than 3 years can be considered as one similar work.*

5.2 Earnest Money Deposit (EMD)

- 5.2.1 The bidder shall furnish EMD through online mode, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.
- 5.2.2 EMD of the successful bidder will be kept with the Client as first part of performance security until the successful exit of the successful bidder.
- 5.2.3 EMD of all unsuccessful bidders would be refunded by DGRPG as promptly as possible after signing of the agreement with the successful bidder.

- 5.2.4 The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.
- 5.2.5 The EMD will be forfeited on account of one or more of the following reasons: -
- 5.2.5.1 Bidder withdraws its bid during the validity period specified in the tender.
 - 5.2.5.2 Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - 5.2.5.3 In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee in time.
 - 5.2.5.4 If a bidder makes misleading or false representations in the forms, statements and attachments submitted in the bid documents.

5.3 Clarification on tender document

- 5.3.1 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	Tender No.	Clause	Page No.	Tender Clause detail	Amendment Sought / Suggestion	Justification

5.4 Preparation of bid

- 5.4.1 The bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and conditions 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.

- 5.4.2 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.
- 5.4.3 The bidder shall be responsible for all costs incurred in connection with participation in the bid process.
- 5.4.4 The bids submitted by fax / e-mail / envelope etc. shall not be accepted. No correspondence will be entertained on this matter.
- 5.4.5 All correspondences between the bidders and DGRPG shall be written in the English language.
- 5.4.6 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.
- 5.4.7 Failure to comply with the below requirements shall lead to the bid rejection: -
 - 5.4.7.1 Comply with all requirements as set out within this tender.
 - 5.4.7.2 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.
 - 5.4.7.3 Submission of all supporting documentations specified in this tender, corrigendum or any addendum issued.

5.5 Deviations

- 5.5.1 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.

5.6 Validity of bids

- 5.6.1 Bids shall remain valid till 180 days from the date of submission of bids. DGRPG reserves the right to reject a proposal valid for a shorter period as non-responsive.
- 5.6.2 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.
- 5.6.3 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.
- 5.6.4 DGRPG may, at its own discretion, extend the date for submission of proposals.

5.7 Amendment to the tender document

- 5.7.1 Amendments / corrigendums / addendums / clarifications necessitated due to any reasons, shall be made available on the 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.
- 5.7.2 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.

5.8 Bid opening

- 5.8.1 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.
- 5.8.2 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.

5.9 Bid evaluation process

- 5.9.1 The bid evaluation will be carried out in a three stage process as under:
 - 5.9.1.1 Pre-qualification / eligibility evaluation (as per clause 5.1)
 - 5.9.1.2 Financial Bid Evaluation
- 5.9.2 During the 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 otherwise the Committee shall make its own reasonable assumptions at the total risk and cost of the bidder and the bid may lead to rejection.

5.10 Financial bids evaluation

- 5.10.1 Separate Financial bidding / Reverse Auction (RA) will be done for Rack Server and HCI. Bidders can participate in either or both of the bids.
- 5.10.2 For either of the equipment (Rack Server or HCI), bidder has to offer rates for establishing rate contract. Partial bid would not be entertained.
- 5.10.3 Further, the Financial bidding stage is divided into two stages (bid followed by reverse auction) as under:

- 5.10.3.1 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.
- 5.10.3.2 If the number of bids received are 4 or more, the H1 bid i.e. the bid of the highest bidder will be rejected.
- 5.10.3.3 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.
- 5.10.4 The bidder offering lowest “Total price including GST (in Rs.)” after Reverse Auction (RA) would be termed as L1 (Least Cost) bidder or the successful bidder.
- 5.10.5 Failure to abide by the tender conditions may result in forfeiture of EMD & PBG.
- 5.10.6 Any conditional financial bid will lead to disqualification of the entire bid and forfeiture of the EMD.
- 5.10.7 Bidders quoting zero or negative service charges will be treated as non-responsive and will result in forfeiture of the EMD.
- 5.10.8 Errors & Rectification:
 - 5.10.8.1 If there is a discrepancy between words and figures of the charges, the amount in figures will prevail.
 - 5.10.8.2 If the bidder doesn't accept the correction of error(s) as specified, its bid will be rejected.

5.11 Issue of Letter of Intent (LoI)

- 5.11.1 DGRPG will issue a separate Letter of Intent (LoI) for Rack Server and HCI to the respective successful bidders in writing about acceptance of their bid. The LoI will constitute the formation of the rate contract after submission of PBG to DGRPG as performance security by the successful bidder.
- 5.11.2 In case Successful Bidder refuses to sign the rate contract, its EMD shall be forfeited and other necessary action shall be taken. In such a

case or in case the rate contract with the successful bidder gets terminated, DGRPG, at its sole discretion, may invite the L2 bidder and so on. In such a case, the next successful bidder (L2, L3, etc as the case may be) will have to match the price of the L1 bidder.

5.12 Disqualifications

5.12.1 DGRPG may at its sole discretion and at any time during the evaluation of bids, disqualify any bidder, if the bidder has: -

- 5.12.1.1 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.
- 5.12.1.2 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.
- 5.12.1.3 Failed to provide clarifications related thereto, when sought;
- 5.12.1.4 Submitted more than one bid (directly / indirectly);
- 5.12.1.5 Declared ineligible by the Government of India / State / UT Government for corrupt and fraudulent practices or blacklisted.
- 5.12.1.6 Submitted a bid with price adjustment/variation provision.
- 5.12.1.7 Documents are not submitted as specified in the tender document.
- 5.12.1.8 Suppressed any details related to bid.
- 5.12.1.9 Submitted incomplete information, subjective, conditional offers and partial offers submitted.
- 5.12.1.10 Not submitted documents as requested in the checklist.
- 5.12.1.11 Submitted bid with lesser validity period.
- 5.12.1.12 Any non-adherence/non-compliance to applicable tender content.

5.13 Performance security and signing of contract

5.13.1 The performance security is divided into two parts:

5.13.1.1 EMD of the successful bidder(s) shall be kept by the Client as first part of the performance security, which shall be released after successful exit of the successful bidder

5.13.1.2 PBG valued Rs. 30 lakhs for each rate contracts.

5.13.2 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.

5.13.3 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.

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

5.13.5 DGRPG shall forfeit the performance security in full or in part in the following cases:

5.13.5.1 When the terms and conditions of contract are breached/ infringed and are not cured within a period of 1 month from the date of notice.

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

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

5.13.5.4 When the PBG is pending to be renewed and the validity is not renewed one month before the expiry of the PBG.

5.13.6 The successful bidder will sign the rate contract with DGRPG within 20 days of issue of Lol. After signing of the rate contract, no variation in or modification of the term of the rate contract shall be made except by mutual written amendment signed by both the parties.

5.14 Fraud and corrupt / malpractices

- 5.14.1 All the bidders must observe the highest standards of ethics during the tender process and execution of contract.
- 5.14.2 For this purpose, definitions of the terms are set forth as follows:
 - 5.14.2.1 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the DGRPG or its personnel in contract executions.
 - 5.14.2.2 "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 DGRPG of the benefits of free and open competition.
 - 5.14.2.3 "Unfair trade practice" means supply of services different from what is ordered, or change in the Scope of Work.
 - 5.14.2.4 "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.
- 5.14.3 DGRPG will reject a proposal for award, if it determines that the bidder recommended for award, has been determined to have been engaged in corrupt, fraudulent or unfair trade practices.
- 5.14.4 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.

6 General Contract Conditions

6.1 Standards of performance

- 6.1.1 The Service Provider shall deliver the services 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 a faithful Service Provider to the DGRPG. The Service Provider shall always support and safeguard the legitimate interests of the DGRPG, in any dealings with a third party. The Service Provider shall conform to the standards laid down in the tender in totality.

6.2 Confidentiality

- 6.2.1 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 DGRPG 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.
- 6.2.2 The Service Provider shall ensure that while providing services, all the details and information inside various IT equipment is kept confidential.
- 6.2.3 During the execution of the project except with the prior written consent of the DGRPG, 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.
- 6.2.4 The Service Provider will maintain the confidentiality of the data stored on the computer systems of the 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 DGRPG has the right to take legal action against the firm.

6.3 Termination of contract for default

6.3.1 In the event of default of terms and conditions of this tender or the subsequent contract by the Service Provider, DGRPG shall give 1 months' time to Service Provide for curing such default. In case default remains uncured, DGRPG can terminate the contract by giving 1 months' written notice.

6.4 Termination of contract for insolvency, dissolution etc.

6.4.1 The DGRPG 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 DGRPG.

6.5 Termination for convenience

6.5.1 The DGRPG reserves the right to terminate, by prior written 1 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 DGRPG's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

6.6 Force Majeure

6.6.1 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.

- 6.6.2 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.
- 6.6.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the DGRPG in writing of such condition and the cause thereof. Unless otherwise directed by DGRPG 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.

6.7 Resolution of disputes

- 6.7.1 If any dispute arises between parties, then these would be resolved in following ways:
- 6.7.1.1 Amicable Settlement: 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.
- 6.7.1.2 Arbitration: In case dispute arising between the DGRPG and the Service Provider, which has not been settled amicably, the Service Provider can request the DGRPG to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996 and amendments thereof. Such disputes shall be referred to a sole Arbitrator mutually appointed by the parties failing which such arbitrator shall be appointed by Hon’ble Punjab and Haryana High Court. 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 Mohali. 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 DGRPG 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.

6.8 Legal Jurisdiction

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

6.9 Contract period

- 6.9.1 This rate contract shall be valid for a period of 2 years from the date of signing of contract. If the services of the Service Provider are found satisfactory, DGRPG may extend the contract on the same prices and terms & conditions for an additional period of maximum 1 year by mutual consent.

6.10 Outsourcing / subletting

- 6.10.1 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.

6.11 Amendment to the contract

- 6.11.1 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 Scope of Work

7.1 Introduction

7.1.1 Through this tender, DGRPG intends to: -

7.1.1.1 Establish Rate Contract with the selected bidder for supply, installation & commissioning of Rack Servers for Punjab State Data Center located in Mohali.

7.1.1.2 Establish Rate Contract with the selected bidder for supply, installation & commissioning of HCI for Punjab State Data Center located in Mohali.

7.1.2 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.

7.1.3 Tentative quantity of the Rack Server required is as mentioned below: -

SN	Item Description	Tentative quantity required in two years
1	Rack Server	64
2	RAM 128 GB module	512

7.1.4 Tentative quantity of HCI is as mentioned below: -

SN	Item Description	Tentative quantity required in two years
1	Hyper Converged Infrastructure (HCI) per node	64

7.1.5 Equipment should be covered under 5 years onsite comprehensive warranty from OEM applicable from the date of acceptance of the installed & commissioned equipment / solution by the DGRPG.

7.1.6 The OEM must ensure 24 * 7 * 365 service support during warranty period through phone, email & web portal. Vendor is required to submit the details for the process of logging complaints.

7.1.7 Installation, commissioning, demonstration and 3 days onsite training of the equipment would be done by the OEM or its authorized / certified engineer. The Service Provider would do necessary coordination with the OEM for the same.

7.1.8 The equipment 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.

7.2 Technical Specifications

The technical specifications of equipment are as mentioned below: -

7.2.1 Rack Server –

Specification	Specification Name	Values
Chassis	Form Factor	Rack
	Size (RU)	2 or lesser
Processor	Processor Architecture	AMD-64/x86
	Processor Make	AMD/Intel
	Number of Cores per Processor	128 or higher
	Processor Base Frequency (GHz)	1.9 or higher
	Processor Turbo Frequency (GHz)	3.5 or higher
	Total Cache (L1+L2+L3) (MB)	112 MB or higher
	Processor Description/ Number	AMD EPYC 9754 or intel equivalent
Motherboard	Chipset compatible with CPU	AMD EPYC 9754 or intel equivalent
	Expansion Slots Gen 3 (PCIe x16)	Minimum 4 PCI slots per server required
	Maximum number of Sockets available on Server	2
	Number of Sockets populated with Processors available on Server	2
	Type of RAM	LR DIMM/R-DIMM
	Total Number of DIMM Slots available	Minimum 24

Memory	Number of DIMM Slots populated with DDR SDRAM	Maximum 16
	DDR SDRAM Size (GB)	2 TB
	DDR NVRAM Size (GB)	0 or higher
	DDR SDRAM upgradable up to using spare DIMM Slots (GB)	Minimum 3 TB
SSD Storage	Type of Interface for SSD	SATA
	Type of SATA SSD	Read Intensive or Write
	SATA SSD Hot Swappable	Yes
	Endurance for SATA SSD (DWPD - Drive Writes Per Day) (X)	5 years warranty with no restriction of Writes on SSD
	Total Number of Slots available for SATA SSD	8
	Number of Slot Populated with SATA SSD	2
	Capacity offered per SATA SSD (GB)	2 x 3.84 (or higher) TB SSD
	Total Capacity Offered with SATA SSD (GB)	7.68 (or higher)
RAID	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 level	0/1/1+0/5/50/6/60/1 Advanced Data Mirroring/10 Advanced Data Mirroring
	No of RAID Controller Ports	2 ports or higher of RAID Controller to support minimum 8 Lanes
	Speed of RAID Controller Ports (Gbps) with support RAID- 1,5,6,10, & 50	12
	RAID Controller Cache (GB)	Minimum 4
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	4x10 Gbps SFP+ per server
	Networking Interface Card Features	Secure boot, RoCEv2, VXLAN, NVGRE
	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)	4 X 32G FC Connectivity for Storage with NVME enabled

	vHBA hypervisor Features Supported	Yes
	Number of Ports per CNA card	NA
	Length of LC-LC Cable per SFP+ Port (meter) 15 M	8
	Length of LC-LC Cable per HBA Port (meter) 15 M	8
	Video Controller (support VGA or above resolution)	Yes
	Keyboard Port	No
	Mouse Port	No
	DVD ROM(Internal)	No
	USB Ports (version 2 point0/3point0)	4
Certification	Certifications (OS)	Windows, Red Hat Linux, Suse Linux
	Certification	VMware, Hyper-V
	(Virtualization/Cloud platform)	Virtualization, Red Hat Virtualization, Citrix-Xen
Features	<p>Management Features-1</p> <p>Gigabit management port, should have virtual Media support with all required licenses., Remote KVM, Server Health Logging, Out of Band Management.</p>	<p>Remoter power on/ Shutdown of server, Remote Management of Server over LAN & WAN with SSL encryption through dedicated gigabit management port, should have Secure virtual Media support with all required licenses., Remote KVM, Server Health Logging, Out of Band Management. Should support managing multiple servers with a single console. Offered servers should have support cloud enabled monitoring and analytics engine for proactive management.</p>
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, security dashboard, "Malicious Code Free design" (to be certified by OEM)
		Advanced Encryption Standard (AES). For firmware security, the system should support a remote management chip creating a fingerprint in the silicon, preventing servers from booting up unless the firmware matches the

		fingerprint. This feature should be immutable.
		Should have a dashboard for firmware baselines while performing minimum required firmware checks and highlighting out-of-compliance devices for updates with the selected firmware baseline. One-button Secure Erase designed to decommission/ repurpose servers. Server Configuration Lock.
Virtualization		Offered servers shall have included virtualization software with Compute virtualization layer that sits directly on the bare metal server hardware with no dependence on a general purpose OS with features like proactive HA, replication, fault tolerance with continuous availability of VMs with zero downtime and zero data loss, hot add of CPU, memory, devices for windows as well as Linux VMs, VM level encryption, secure boot, uninterrupted service delivery within and across datacenter at geographical distance (<100ms latency), distributed virtual switch, kernel embedded network and storage virtualization technology. Live Virtual Machine migration between different generations of CPUs in the same cluster with and without the need for shared storage option. All required licenses for the same shall be included in the offer. Support for Integration of 3rd party endpoint security to secure the virtual machines with offloaded antivirus, antimalware, firewall solutions with/without the need for agents inside the virtual machines. Live migration of VMs and virtual disk without any downtime from one physical host and storage to another with or without shared storage between clusters, across virtual switches and management servers.

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)	Maximum 1600W per Power supply.
	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

7.2.2 Hyper Converged Infrastructure (HCI)

Detailed Technical Specifications of Server	
Parameter	Specifications
Solution Capability	Fully Software Defined Infrastructure (Compute, Network, Storage and Management). Technology must be software defined so that the technology is all integrated and cannot be broken out into separate components of Server and functional Storage on its own.
	All the components of HCI such as compute nodes, hypervisor OS, storage disks, management software should be factory installed and shipped ready for fast deployment.
	HCI Solution, deliver with factory Installed (Pre- installed) with Software Defined Storage. SDS should not be a top-up or add-on software license bundled on x86 server. It should be an integral part of the Solution. The entire HCI Solution comprising hardware and software must be managed, support and maintained as a single system. The proposed solution should also have the capability to use Software Defined Networking.
	The proposed HCI Solution nodes should support 10Gbe connectivity. Each node should be offered with a minimum of 4 x 10Gbe SFP+ Ports. The solution should support IPv4/IPv6. The solution should be proposed with 2 quantities of top of rack low latency switches that support quality of service. HCI solution should support frequent data integrity and consistency checks against stored checksums. In the event of an advert issue, data should automatically start rebuilding in a cluster for data resiliency.
Performance Features	The Bidder shall ensure minimum 40000 IOPs with 60:40 read: write ratio and 8K block size, either with cache or equivalent feature.

	Documentary proof/Data sheet for the performance needs to be submitted along with the proposal.
	The proposed HCI solution should be Software-defined with required Software or Hardware engine to enable Software Defined Storage.
	Server Hardware should support Trusted Platform Module 2.0/1.2
Cluster Capability	The solution should be expandable to 16 nodes (minimum) in the same cluster and (minimum) 64 nodes in federation; each node shall be able to access cluster storage capacity.
	The solution shall provide the ability to rapidly onboard new hosts by automatically deploying reference configurations.
	The proposed solution must have the capability to support nodes with same and different CPU & Memory configurations in the same cluster.
	The proposed solution scales storage and compute as and when needed without any downtime. HCI should support storage expansion and compute expansion to extend storage/ compute capacity as and when needed.
High Availability Features	Each node should have a redundant boot/OS drive in RAID 1 configuration for high availability. Boot disks should be in addition to capacity and cache disks.
	HCI Virtualization layer should support memory over commitment.
	The proposed HCI solution must have a mechanism for Metadata protection for all offered nodes within the cluster so as to provide high availability and no single point of failure.
	Proposed current HCI solution should provide fault tolerance of at least one node failure within a cluster.
	The solution support for automated non-disruptive upgrades of SDS through management GUI with no downtime and major impact on production.
	The solution shall provide zero downtime host patching with maintenance mode to move running workloads to other hosts on the platform without impacting the running VM's.
	Each HCI Solution node must have Redundant Hot Plug High-Efficiency Power Supply and must have no single point of failure in the system.
	HCI Solution should support leveraging external physical servers access to HCI storage using native iSCSI/NFS with highly available connectivity using HCI native load balanced and distributed data architecture across all nodes in the cluster.
	The proposed solution should be capable of connecting to FC SAN for VM migration and reusing existing Storage natively using FC HBA.
	The solution shall provide HCI software that allows delivery of enterprise-class software-defined storage services (SDS) without depending on a separate SAN (Storage Area Network) and associated components such as SAN switch and HBAs.
	RF2 or One Copy of data for high availability in case of node failure.
Backup Features	The Bidder shall provide the required backup solution (Either in-built) or additional for above backup requirements. Vendor shall ensure that backup engine shall be running on each offered HCI node. If a vendor needs to create a separate VM for backup and recovery operations, Vendor shall ensure that

	VM shall be created on each offered HCI node in HA. Each VM shall be allocated at-least 128GB memory, 8 physical cores and 2 x 10/25Gbps ethernet ports.
	Native storage/VM level snapshots or Space efficient full backups with no impact to guest performance or using any additional storage capacity.
VLAN Feature	Support for layer-2 VLAN for networking and integrated VM IP's Management capabilities.
Security Features	The solution should have out of the box security compliance methodology in HCI solution to ensure a highly secure environment. It should have industry standard certifications NIST and FIPS140-2.
Storage and Data Protection Features	The solution shall provide hyper-converged software that allows delivery of enterprise-class storage services using the x86 server infrastructures without dependence on a separate Storage Area Network & associated component such as SAN Switches & HBAs. It should be capable of supporting VMware ESXi. / Microsoft Hyper V.
	The proposed solution should provide a framework to set storage and data policies like erasure coding/mirroring/fault tolerance/data savings via compression and deduplication. It should also allow changes to the CPU, Memory and Storage allocation to VMs on the fly without restart of virtual machines.
	The solution should support standard industry protocols of ISCSI/NFS.
	Thin provisioning of both storage entities and virtual machine virtual disks.
	No Single Point of Failure with complete redundancy at all levels. Nodes should be configured to have at least one copy of data available in the cluster, in order to support data & cluster availability in the event of One Node Failure.
	The HCI solution must support multi-site replication (one to one or many to one) and native VM level replication for installed Hypervisor.
	The proposed replication solution for HCI should have WAN optimization features like compression for optimizing the WAN bandwidth consumption.
	The storage architecture needs to be integrated within or can be outside the kernel.
Management Features	The architecture should support erasure coding/raid/equivalent to optimize the storage costs.
	The platform must support monitoring via SNMPv3 and email alerting via SMTP.
	The HCI management GUI should have the capability to display hypervisor performance and usage statistics for real-time monitoring and diagnostics.
	HCI Solution should be able to provide Quality of Service measures on Storage Operations. This is to ensure minimum IOPS (performance) to critical applications.
	Single Click Upgrade/Update for all components of computing (including network adapter, BIOS), hypervisor and SDS.
	The solution should have call home capability for remote log collection and proactive support for the predictive failure hardware component.

Support and Licenses	The solution shall include 5 Year 24x7x365 infrastructure maintenance and support for all hardware and software components of the proposed solution, including unlimited updates and patches as well as technical support available via telephone, email, and web during all hours. All operating systems (Windows, Red Hat, Suse Linux etc.) should be certified on the proposed hypervisor and vice versa with supporting documents.
	<p>The proposed solution should consist of 4 nodes, each with the following specifications:</p> <ul style="list-style-type: none"> • Processor: 2x Intel Gold processors with 40 cores or more per node • RAM: 1024GB per node. • Storage: 15TB usable storage per node, designed with SSDs not larger than 4TB. • 4x10GbE SFP+ Ports, 1GbE management ports. • Fault tolerance: able to tolerate one node failure without any data loss. <p>To achieve fault tolerance, a suitable clustering or high availability solution should be implemented, such as using a distributed file system or storage system that replicates data across multiple nodes. This will ensure that in case of a node failure, the data remains accessible and no data is lost.</p>
	The management console for VM and data management needs to be built into the solution and should not need any additional licensing.
	Bidder shall provide required licenses for replicating unlimited VMs per node to another cluster that needs to be considered. This feature needs to be over and above any replication features offered by the hypervisor itself.
	The solution should be configured with required switches in HA for inter node communication as well and shall be extendable for 40 nodes HCI
	The offered solution should support inline deduplication.
Power	Max power consumption - 1200 W
Warranty	Proposed solution should be configured with 5 years Warranty.
Resiliency	<ol style="list-style-type: none"> 1. Proposed solution must be able to support multiple points of failure across multiple nodes, with no loss of function or data. 2. Proposed solution shall be offered with a combination of both Hardware based for disk failure at each node level and node failure shall be protected with at-least RF2 (Replication Factor 2). 3. In case a vendor doesn't support disk failure protection at hardware level within a given node then the vendor shall provide the complete node protection in RF3 (Replication Factor 3). 4. Must be able to compulsorily sustain minimum of simultaneous 1-HDDs failures in each node of a cluster and across all nodes in the cluster without data loss. 5. Each offered node should be able to sustain 1 NIC port failure.
Site Assessment	Vendor shall do comprehensive Cloud based assessment, at-least for VMware environment on a quarterly basis and shall factor the required services for it. Assessment shall provide the detailed analysis of VMware Hosts – CPU & Memory utilization, Storage analysis and relevant findings of contention, Culprit

	and Victim VMs in the environment attached to offered storage. Offered assessment shall do complete analysis of licensing as well.
Future upgrade	Per Node configuration for future upgrade, 2x Intel Gold 40 Core Processor, 1024 GB RAM, 10TB Usable capacity on SSD, 4x10GbE SFP+ Ports, 1GbE management ports with same features and required components for the same HCI solutions.

Note: The solution / equipment must be compatible with the present rack size is of width 600 mm depth 1000 mm 42 U and Rack Power Capacity of 4KVA.

7.3 Delivery & Installation

- 7.3.1 The delivery, installation & commissioning of the equipment should be completed within 45 days from the date of issue of work order.
- 7.3.2 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.
- 7.3.3 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.
- 7.3.4 Installation & Commissioning shall be completed by the OEM or its authorized / certified engineer within 1 week from the date of receipt / delivery of the components.
- 7.3.5 Penalty is not applicable for reasons attributable to the DGRPG and Force Majeure. However, it is the responsibility of the bidder to prove that the delay is attributed to the DGRPG and Force Majeure. The bidder shall submit the proof authenticated by the bidder and DGRPG's official that the delay is attributed to the DGRPG and Force Majeure along with the bills requesting payment.

8 SLA and Liquidated Damages

8.1 The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the service provider to the DGRPG for the duration of this contract.

8.2 Liquidated Damages if any shall be deducted from PBG / pending payments.

8.3 SLA Clause are as under: -

SN	Activity	Deliverable	Target / Service Level	Liquidated Damages for delays beyond target level
1	Submission of PBG and Signing of rate contract	PBG & Signed rate contract	20 days from the issue of Letter of Intent (LoI)	PBG submission: Rs. 200/- per day Contract signing: Rs. 500/- per day
2	Delivery, Installation and Commissioning of Rack Servers / HCI	Rack Servers/ HCI delivered at PSDC	45 days from the date of issue of Work Order.	0.5% of the work order value per week or part of the week of delayed period. (If partial order is delivered, then penalty shall be levied proportionately on the delayed part of the work order)
3	3 days onsite training of equipment	Completion of 3 days onsite training of equipment	Within 10 days from the date of Commissioning of equipment	Rs. 2,000/- per day
4	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 lodging of complaint.	Rs. 5,000/- per day

5	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	Rs. 2,000/- per day
6	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. 5,000/- per day
7	Submission of RCA report for each failure	RCA report	Within 7 days of complaint	Rs. 2,000/- per day

Note:

1. *Maximum penalty on delivery, installation & commissioning (i.e. pt. 1 to 3 in above table) cannot exceed 10% of the value of work order.*
2. *Maximum penalty on pt. 4 to 7 in above table cannot exceed 5% of the value of work order.*

9 Payment Terms

9.1 General

- 9.1.1 Payment to the Service Provider shall be made in Indian Rupees through NEFT / RTGS only on quarterly basis.
- 9.1.2 100% payment on delivery, installation and commissioning of the equipment shall be released to the vendor on production of following documents: -
 - 9.1.2.1 Original copy of Invoice
 - 9.1.2.2 Original copy of Delivery Challan
 - 9.1.2.3 Original copy of Installation & Commissioning report
 - 9.1.2.4 Tests & acceptance of DGRPG
 - 9.1.2.5 Training report
- 9.1.3 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.
- 9.1.4 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.

9.2 Prices

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

- 9.2.2 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.
- 9.2.3 In the financial bid format, the bidder must quote prices of all component's. If the bidder fails to quote the price of any of the line items, then the bid of the concerned bidder shall be rejected.

10 Bid Format

10.1 Covering Letter

Bid Reference No.: DGRPG/Rack Server_HCI/2023/1

[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: Submission of bid for appointment of Service Provider for supply, installation & commissioning of Rack Servers and HCI for PSDC

Dear Sir,

- 1 We, the undersigned, have carefully examined the above referenced tender and submit our bid 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, deviations, if any, found in our bid 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 any additional documents submitted, 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 reimburse 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 the other related parties or channels.
- 9 We have not been blacklisted or barred by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.
- 10 Tender document cost and EMD has been paid online and the details are as below: -
[Insert the details as applicable].
- 11 Our details have been filled below: -

	Particulars	Details
1	Name of the bidder	
2	Address with telephone numbers, email, etc.	
3	Date of incorporation and/or commencement of business	
4	Registration Number	
5	PAN Number	
6	GST Registration Number	
7	Name, designation, postal address, e-mail address, phone numbers (including mobile) etc., of Authorized Signatory of the bidder with power of attorney.	
8	Details of individuals who will serve as the point of contact/communication with the DGRPG in case of the award of the contract. <i>[The details 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 N	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]

10.2 Financial Bid Form

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

Commercial Sheet for Rack Servers				
SN	Equipment Type	Qty (A)	Unit product price including GST in Rs. (B)	Total price including GST in Rs. (A*B)
1	Rack Server	64		0
2	RAM 128 GB module	512		0
Total price including GST (in Rs.)				0

Commercial Sheet for HCI				
SN	Equipment Type	Qty (A)	Unit product price including GST in Rs. (B)	Total price including GST in Rs. (A*B)
1	Hyper Converged Infrastructure (HCI)	64		0
Total price including GST (in Rs.)				0

Note	
1	Prices are to be quoted without decimals.
2	Quantity mentioned is tentative and only for price discovery purpose.
3	The bidder offering lowest "Total price including GST (in Rs.)" after Reverse Auction (RA)

	would be termed as L1 (Least Cost) bidder or the successful bidder.
4	L1 shall be declared separately for Rack Server and HCI solution.

10.3 Format for Performance Bank Guarantee

Director,
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 Tender No: / Contract no. <<insert tender / contract no.>> dated. <<insert date>> to provide consulting services for <<name of the assignment>> to DGRPG (hereinafter called “the beneficiary”)

And whereas it has been stipulated in the said contract that the applicant shall furnish you with an 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 offices at <<address of the local office>> have agreed to give the DGRPG such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, up to 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:

- 2 Our liability under this bank guarantee shall not exceed Rs <<Insert Value>> (Rupees <<insert value in words>> only).
- 3 This bank guarantee shall be valid up to <<insert expiry date>>.
- 4 It is a 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.