updesco

U.P. DEVELOPMENT SYSTEMS CORPORATION LTD., II Floor, UPTRON BUILDING, NEAR GOMTI BARRAGE, GOMTI NAGAR, Lucknow - 226010

Telephones: (0522) 2307803   Fax: (0522) 2307832   Website :
www.upite.gov.in/UPDESCO   E-mail : updesco@nic.in

COMPETITIVE e-BIDDING

FOR

the Supply, Installation and Warranty Maintenance Services of Server, Storage, Systems Software and Other related Items in Uttar Pradesh State Data Center for Food and Civil Supplies Deptt., U.P.

e-Bid Referecne No.	:	UPDESCO/HW/2018/Food
Pre-Bid Meeting Date and Time	:	26/11/2018 at 3.00 PM
Last Date & Time for Submission of Bid	:	13/12/2018up to 5:00 PM
Date & time of opening of technical Bids	:	14/12/2018 at 12.30 PM

PLACE OF OPENING OF e-BIDS   : U.P. Development Systems Corporation Ltd.,
II Floor, Uptron Building, Near Gomti Barrage,
Gomti Nagar, Lucknow-226010

ADDRESS FOR COMMUNICATION   : U.P. Development Systems Corporation Ltd.,
II Floor, Uptron Building, Near Gomti Barrage,
Gomti Nagar, Lucknow-226010

This Document Contains 60 Pages

It will be the responsibility of the bidders to check U.P. Government e-procurement website http://etender.up.nic.in for any amendment through corrigendum in the tender document. In case of any amendment, bidders will have to incorporate the amendments in their bids accordingly.

e-Tender Document Price :**Rs. 5900.00**

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updesco **Uttar Pradesh Development Systems Corporation Limited**
(U.P. Government Undertaking)
2nd Floor, Uptron Building, Gomtinagar, Near Gomti Barrage, Lucknow

e-Tender Notice

Online e-bids are invited from reputed System Integrator for supply, installation and their 5 year (24x7) comprehensive Warranty Maitenance Services of Server, Storage, Tape Library, Backup software and other related items for Food and Civil Supplies Department to be installed in Uttar Pradesh State Data Centre, Lucknow, Government of Uttar Pradesh up to 5:00 PM on 13/12/2018 and shall be opened 14/12/2018 at 12.30 PM. The Earnest Money Deposit (EMD)is Rs. 5.00 Lac. Pre-bid Meeting shall be held on 26/11/2018 at 3.00 PM in UPDESCO. The e-tender document Cost is Rs. 5900.00 only. The complete details are available in tender document which is available on U.P. Govt. e-procurement portal http://etender.up.nic.in. Any corrigendum/ amendment in this notice or   tender document shall be uploaded and informed on e-procurement website http://etender.up.nic.in only and shall not be published in news papars . The UPDESCO reserves the right to cancel any or all the e-Bids/ annul e-Bidding process without assigning any reason and decision of Corporation will be final and binding.

UPDESCO/HW/2018/Food   MANAGING DIRECTOR

INVITATION FOR e-BIDS

This invitation for e-Bids is for supply, installation and comprehensive warranty maintenance of Servers, Storage, Tape Library, Backup Software and other items in U.P. State Data Centre, Lucnow.

1. Bidders are advised to study the e-Tender Document carefully. Submission of e-Bids against this Tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the E-Tender Document with full understanding of its implications.

2. The e-Bids prepared in accordance with the procedures enumerated in ITB Clause 15 of Section-I should be submitted through e-procurement website http://etender.up.nic.in.

3. The e-Tenderdocument is available at e-procurementwebsite http://etender.up.nic.in. Interested bidders may view, download the e-Bid document, seek clarification and submit their e-Bid online up to the date and time mentioned in the table below:

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(a)	Date of publication of e-Tender notice& availability of Tender Document	E-Tender Notice and E-tender Document has been published and available at e-procurement web site http://etender.up.nic.in
(b)	Availability ofe-Tenderdocument on e-procurement website http://etender.up.nic.i	14/11/2018
(c)	E-Bid submission start date &time (Submission of tender fee,EMD and other supporting documents in PDF format)	05/12/2018 From 10:00 AM
(d)	E-Bid submission end date & Time	13/12/2018 upto 05:00 PM
(e)	Online technical e-Bids opening date & time	14/12/2018 at 12.30 PM
(f)	Online financial e-Bid opening date & time (Only of technically qualified bidders)	To be communicated Later
(g)	Venue of opening of technical & financial e-Bids	U.P. Development Systems Corporation Ltd., 2nd Floor, Uptron Building, Near Gomti Barrage, Gomti Nagar, Lucknow (U.P.) – 226010
(h)	Contact officer	Sri H. C. Gupta, Incharge, SDC
(i)	Cost of e-Bid document	Rs. 5900.00 (Rupees Five Thousand nine Hundred only) (Non refundable)
(j)	E-Bid Security (Earnest Money Deposit)	As per ITB Clause 12

4. The bidders need to submit the cost of e-Bid document as stated in the above table through RTGS/IMPS/NEFT in

   U.P.Development Systems Corporation Ltd., Lucknow Bank A/c as per follwing details:

   Account Name : **U.P. Development Systems Corporation Limited**
   IFSC Code : **IOBA0000207**
   SB A/C No. : **020701000041138**
   Name of Bank : **Indian Overseas Bank**
   Name of Branch : **Lucknow Main Branch, 3, Vidhan Sabha Marg, Lucknow**

   The Copy of Proof of Amount Transfer must be submitted along with the e-Bids.
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5. Bidders must quote for allthe items in technical e-Bid and in the price schedule/BOQof financial bid. The e-Bids of bidders whowill not quote for all the items in technical and financial e-Bids shall be rejected.

6. All e-Bids must be accompanied by a Bid Security/ Earnest Money Deposit (EMD) in the form of Bank Guarantee in favour of Managing Director, U.P. Development Systems Corporation Ltd., Lucknow or through RTGS/IMPS/NEFT in U.P.Development Systems Corporation Ltd., Lucknow Bank A/c as per follwing details:
   Account Name : **U.P. Development Systems Corporation Limited**
   IFSC Code : **IOBA0000207**

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SB A/C No.     :  020701000041138
Name of Bank   :  Indian Overseas Bank
Name of Branch :  Lucknow Main Branch,  3, Vidhan Sabha Marg, Lucknow
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. The scanned copy of theBid Security/ Copy of Proof of EMD Amount Transfer must be submitted along with the e-Bids and the original one should reach the purchaser's office atLucknow before opening of technical e-Bids. No Interest would be payable on bid security (Earnest Money deposited with corporation)..

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7. The e-Bids will be electronically opened in the presence of bidder's representatives, who choose to attend, at the venue, date andtime mentioned in the above table.

8. The Tendering Authority reserves the right to cancel any or all the e-Bids/annul the bidding process without assigning any reason thereof. The decision of Corporation will be final and binding.

9. In the event of date specified for e-Bids opening being declared a holiday forpurchaser's office then the due date for opening of e-Bidsshall be the following working day at the appointed time.

10. All the required documentsincluding Price Schedule/BOQ should be submitted/ uploaded by the bidder electronically in the PDF format.Therequired electronic documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) schedules/packets can be clubbed together to make single different files for each label.

11.The companies/firms who are registered for e-tendering on e-Tendering system of U.P. Govt. Departments would only be eligible for participating in this e-Tender. The companies/firms may contact Nodal Agency U.P. Electronics Corporation Ltd. (UPLC), 10, Ashok Marg, Lucknow (UP) on phone numbers 0522-2288750 (O), 0522-2286809 (O) or 0522-4130303 (Ext. 303, 304 & 307) for their Registration/ Digital Signature Certificate related queries.

SECTION I : INSTRUCTIONS TO BIDDERS (ITB)

(A) THE e-BID DOCUMENTS

1   Cost of e-Bid

a) The Bidder shall bear all costs associated with the preparation and submission of its e-Bid and U.P. Development Systems Corporation Ltd., Lucknow hereinafter referred to as "the Purchaser", will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

b) This e-Tender document is available on the web site "http://etender.up.nic.in" to enable the bidders to view, download the e-Bid document and submits their e-Bids online up to the last date and time mentioned in e-tender notice/e-Tender document against this e-Tender. The bidders shall have to pay e-Tender document price of Rs. 5900.00 (Rupees five thousand nine hundred only) in U.P. Development Systems Corporation Ltd., Lucknow Bank A/c through RTGS/IMPS/NEFT. The proof of Amount Transfer must be submitted along with the e-Bids before opening of technical e-Bids. This e-Tender document Price of Rs. 5900.00 will be non-refundable. Detail of Bank A/c for RTGS/IMPS/NEFT is Bank Name : Indian Overseas Bank, Lucknow Main Branch, SB Ac no. : 020701000041138, IFSC Code : IOBA0000207.

2   Contents of e-Bid Document

2.1   The goods required to be supplied, bidding procedures and contract terms and conditions are prescribed in the e-Bid Documents. The e-Bid documents include:

      (a) Invitation for e-Bids
      (b) Section I   :Instruction to Bidders (ITB);
      (c) Section II :Conditions of Contract (CC);
      (d) Section III : Technical e-Bid;
      (e) Section IV :Financial e-Bid;

2.2   The Bidder is expected to examine all instructions, forms, terms and specifications in the e-Bid document. Failure to furnish all information required as per the e-Bid documents or submission of a e-Bid not responsive to the e-Bid document in every respect will be at the Bidder's risk and may result in rejection of his bid.

3   Pre Bid Conference & Clarification of e-Bid Documents

Pre Bid Conference will be held on 26/11/2018 at 3.00 PM in UPDESCO office Conference room at 2nd floor, UPTRON Building, near Gomti Barrage, Gomti Nagar, Lucknow – 226010. Bidders' need to send queries, through email at updesco@nic.in or gupta_hc@yahoo.com in MS Excel format and also in hard copy before scheduled date & time. Queries received after scheduled date & time may not be considered and no communication in this regard will be done.

Format for Queries:

Sl No	Page No/Para No/Sr No of Tender Document	Bidder Query	Amendment Requested if any	Reason for request of Amendment

4   Amendment of E-Bid documents

4.1   At any time prior to the deadline for submission of e-Bids, the Tendering Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-procurement websitehttp://etender.up.nic.inthrough corrigendum and shall form an integral part of e-Bid document.The relevant clauses of the e-Bid document shall be treated as amended accordingly.

4.2   It shall be the sole responsibility of the prospective bidders to check the web sitehttp://etender.up.nic.intime to time for any amendment in the e-Tender document. In case of failure to get the amendments, if any, the Tendering Authority shall not be held responsible.

4.3   In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their e-Bids, the Purchaser, at his discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be posted/uploaded on the e-procurement websitehttp://etender.up.nic.in.

(B) PREPARATION OF e-BIDS

5   Language of e-Bid

5.1   The e-Bid prepared by the Bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the Bidder and the Tendering Authority shall be written either in Hindi or English language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the e-Bid.

6   Documents Constituting the e-Bid

6.1   The e-Bid prepared by the Bidder shall comprise the following components:

(a) **Technical e-Bid** - Technical e-Bid will comprise of :

    (i)   **Fee Details** – includescopies of e-Tender Fee and Bid Security furnished in accordance with ITB Clause 12 in PDF format.

    (ii) **Qualification Details** – includes copies of required documents as per ITB Clauses 10 and 11 in PDF format justifying that the Bidder is qualified to perform the contract if his/ her e-Bid is accepted and that the bidder has financial, technical and production capability necessary to perform the contract and meets the criteria outlined in the Qualification Requirement and Technical Specification and fulfill all the conditions of the Contract and that the goods and ancillary services to be supplied by the Bidder conform to the e-Bid document and Technical Specifications.

    (iii)**e-Bid Form** – includes copy of filled in e-Bid Form as per Section-III(A) of e-Tender document in PDF format justifying that the bidder is complying with all the conditions of the Contract and Technical Specifications of the e-Bid Document as no deviation will be acceptable to the Purchaser..

    (iv)**Technical Specification Details**– includes copy of filled in Technical Specifications as per Section-III(C) of e-tender document in PDF format.

    (v)   MAF :   Origincal Inked Manufacturer Authorization Form(MAF) of all the Items quited in tender from their OEMs.

(b) **Financial Bid** – Financial e-Bid will comprise of :

    (i)   **E-Bid Form**–includes copy of filled in e-Bid Form as per Section-IV(A) of e-Tender document in PDF format.

(ii) **Price Schedule/ BOQ** – includes filled in Price Schedule/ BOQ as per Section-IV(B) after downloading from the e-procurement website for this e-Tender

7   e-Bid Form (Financial Bid)

7.1   The Bidder shall complete the E-Bid Form and the appropriate Price Schedule/ BOQ furnished in the e-Bid documents, including the goods to be supplied, their quantities and prices in the format given in the e-Bid document.

8   e-Bid Price

8.1   The Bidder shall quote separately in the downloaded spread sheet file for Price Schedule/BOQ unit price (along with basic price, GST and other charges such as installation and onsite 24/7 comprehensive warranty maintenance service charges, if any) of each item in the specified places for all the goods mentioned in Section III(C) of Technical Specifications. The unit prices quoted shall be with comprehensive warranty as per period specified in column 3 of Section III(C) of Technical Specifications.

8.2. e-Bid price of each item indicated on the Price Schedule/ BOQ as mentioned in para 8.1 above, shall include all the cost till successful installation & commissioning at various offices situated in different cities of U.P. for all the items specified in the schedule of requirement and onsite comprehensive warranty maintenance i.e.

    I.   The price of goods (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and GST and other taxes already paid or payable:
        (a) on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
        (b) on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse, or off-the-shelf.
    II.   any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded.;
    III.   the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination.
    IV.   the price of other incidental services listed in Clause 11 of the Conditions of Contract.

8.3   Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account subject to ITB Clause 25.1. A Bid submitted with an adjustable price quotation unless asked for shall be treated as non-responsive and rejected.

9   Bid Currencies

Prices shall be quoted in Indian Rupees only.

10   Documents Establishing Bidder's Qualification

10.1 Pursuant to ITB Clause 6, the Bidder shall furnish, as part of its Technical e-Bid, documents establishing the Bidder's qualification to perform the Contract if its e-Bid is accepted. The documentary evidence should be submitted by the bidder electronically in the PDF format.

10.2 The documentary evidence of Bidder's qualification to perform the Contract if its e-Bid is accepted shall be as per Qualification Requirements specified in Section III(D) of e-Tender document.

11   Documents Establishing Goods' Conformity to e-Bid Documents

11.1 Pursuant to ITB Clause 6, the Bidder shall furnish, as part of its e-Bid, documents establishing the conformity to the e-Bid documents of all goods and services which the Bidder proposes to supply under the contract. The documentary evidence should be in the PDF file format.

11.2 The documentary evidence of conformity of the goods and services to the e-Bid documents shall consist of:

(a) The brochures/leaflets/the document downloaded from the internet site of the OEM of the goods offered in support of the technical specifications asked in the e-tender.

(b) The copies of the purchase deed of the office building/receipt of the rent paid/ transfer & posting orders of engineers should be enclosed as a documentary evidence in support of their service centers to be mentioned in the bid;

(c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications;

(d) A confirmation that, if the Bidder offers systems and/or other software manufactured by another company, such software operates effectively on the system offered by the Bidder; and the Bidder is willing to accept responsibility for its successful operations.

(e) A confirmation that the Bidder is either the owner of intellectual Property Rights in the hardware and the software items offered, or that it has proper authorization from the owner to offer them. Willful misrepresentation of these facts shall lead to the cancellation of the bid/ contract without prejudice of other remedies that the Tendering Authority may take.

12 Bid Security/Earnest Money Deposit (EMD)

12.1 Pursuant to ITB Clause 6, the Bidder shall furnish, as part of its e-Bid, a Bid security/EMDof an amount of Rs. 5.00 Lac in favor of the Tendering Authority i.e. U.P. Development Systems Corporation Limited, Lucknow.The scanned copy of the Bid Security/EMD must be submitted along with the e-Bids and the original one should reach the purchaser's office at Lucknow before opening of technical e-Bids.

12.2 The Bid security is required to protect the Tendering Authority against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 12.7.

12.3 The Bid security shall be in Indian Rupees and shall be in the following forms only:

A bank guarantee issued by the State Bank of India or its associate banks or any nationalized bank of India or any schedule bank, HDFC Bank, Axis Bank, ICICI Bank, IDBI Bank located in India, in the form provided in the e-Bid document and **valid upto 14/06/2019**. Also Bidder may also submit the bid security of the above amount through RTGS/IMPS/NEFT in U.P.Development Systems Corporation Ltd., Lucknow Bank A/c as per follwing details

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Account Name    : U.P. Development Systems Corporation Limited
IFSC Code       : IOBA0000207
SB A/C No.    : 020701000041138
Name of Bank  : Indian Overseas Bank
Name of Branch : Lucknow Main Branch,  3, Vidhan Sabha Marg, Lucknow
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The scanned copy of the Bid Security/ Copy of Proof of EMD Amount Transfer must be submitted along with the e-Bids and the original one should reach the purchaser's office at Lucknow before opening of technical e-Bids. No Interest would be payable on bid security (Earnest Money deposited with corporation)..

12.4 Any e-Bid not secured in accordance with ITB Clauses 12.1 and 12.3 above shall be treated as non-responsive and rejected by the Purchaser.

12.5 Unsuccessful bidder's bid security will be discharged/returned within 15 days.

12.6 The successful bidder's bid security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause 28, and furnishing the performance security, pursuant to ITB Clause 29.

12.7 The bid security may be forfeited:

(a) if a Bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e-Bid Form; or (ii) does not accept the correction of errors pursuant to ITB Clause 22.2; or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the bidder on the e-Bid form or

(b)　　in case of a successful Bidder, if the Bidder fails:
(i) to sign the Contract with the Tendering Authorityin accordance with ITB Clause 28; or
(ii) to furnish performance security in accordance with ITB Clause 29.

13　Period of Validity of e-Bids

3.1 e-Bids shall remain valid for 180 days after the date of e-Bid opening prescribed by the Purchaser, pursuant to ITB Clause 16. Ane-Bid valid for a shorter period shall be rejected by the Tendering Authorityas non-responsive.

13.2 In exceptional circumstances, the Tendering Authority may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. The Bid security provided under ITB Clause 12 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request will not be required nor permitted to modify its e-Bid.

14　Format and Signing of e-Bid

14.1 The Bidder shall prepare one electronic copy each of the Technical e-Bid and Financial e-Bid separately.

14.2 Thee-Bid documents shall be digitally signedat the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The later authorization shall be indicated by a scanned copy of written power-of-attorney accompanying the e-Bid. All the pages/ documentsof the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign thee-Bid.

15.　Submission of e-Bids

The Bid Submission module of e-procurement website "http://etender.up.nic.in" enables the bidders to submit the e-bids online against thise-Tender published by the purchaser. Bid Submission can be done only from the bid submission start date and time till the Bid Submission end date and time given in the e-Tender. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bids in time. The bidders should submit their e-Bids considering the server time displayed in the e-procurement website. This server time is the time by which the Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-Tender schedule. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bids. For delay in submission of e-Bids due to any reasons, the bidders shall only be held responsible.

The bidders have to follow following instructions for submission of their e-Bids:

15.1 For participating in e-Bids through the e-tendering system, it is necessary for the bidders to be the registered users of the e-procurement website http://etender.up.nic.in. The bidders must obtain a User Login Id and Password by registering themselves with U.P.Electronics Corporation Limited, Lucknow if they have not done so previously for registration. Refer to details given in Information for Bids Clause 11 on page no. 5.

15.2 In addition to the normal registration, the bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her bid submission activities. Registering the Digital Signature Certificate(DSC) is a one time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the User

Login option on the home page with the Login Id and Password with which he/ she has registered as per clause 15.1 above.

For successful registration of DSC on e-procurement website http://etender.up.nic.in, the bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any one of the following certifying authorities approved by Controller of Certifying Authorities, Government of India such as Mahanagar Telephones Nigam Ltd. (MTNL), New Delhi and Tata Consultancy Services (TCS), Mumbai as the e-procurement website http://etender.up.nic.in is presently accepting DSCs issued by these authorities only. However, the process for acceptability of DSCs issued by other authorities such as Customs & Central Excise, New Delhi; Institute for Development & Research in Banking Technology, Hyderabad; Safe Script, Chennai and (n)Code Solutions, Ahmedabad has been under active consideration. The bidder is advised to get his/her DSC issued by Mahanagar Telephones Nigam Ltd. (MTNL), New Delhi or Tata Consultancy Services (TCS), Mumbai on a safer side for successful registration of his/her DSC on e-procurement website. The bidder is also advised to register his/her DSC on e-procurement website well in advance before bid submission end date so that he/she should not face any difficulties while submitting his/her e-bid against this e-Tender. The bidder can obtain User Login Id and perform DSC registration exercise as described in clauses 15.1 and 15.2 above even before bid submission date starts. The Tendering Authority shall not be held responsible if the bidder tries to submit his/her e-bid at the last moment before end date of submission but could not submit due to DSC registration problem.

15.3 The bidder can search for active e-Tenders through "Search Active Tenders" link, select a e-Tender in which he/ she is interested in and then move it to 'My Tenders' folder using the options available in the Bid Submission menu. After selecting and viewing the e-Tender, for which the bidder intends to bid, from "My Tenders" folder, the bidder can place his/ her bid by clicking "Pay Offline" option available at the end of the view e-Tender details form. Before this, the bidder should download the e-Tender document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-Tender document in the PDF format.

15.4 After clicking the 'Pay Offline' option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the Tender Fee and EMD offline payment details. After entering and saving the Tender Fee and EMD details, the bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Feedetails, Qualificationdetails, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the e-Tender details. The details of the E-payment/Bank Guarranty or any other accepted instrument which is to be physically sent in original before opening of technical e-Bids, should tally with the details available in the scanned copy and the data entered during e-bid submission time otherwise the e-Bid submitted will not be accepted.

15.5 Next the bidder should upload the Technical E-Bid documents for Fee details (Tender fee and EMD), Qualification details as per "ITB Clause 10 or 21", E-Bid Form as per "Section-III(A)" and Technical Specification details as per "Section-III(C):Technical Specifications" and Financial E-Bid documents as per "Section-IV(A):E-Bid Form" and "Section-IV(B):Price Schedule/BOQ" of e-Tender document. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF files already prepared and stored in the bidder's computer. The required documents for each document label of Technical (Fee details, Qualification details, E-Bid Form and Technical Specification details) and financial (E-Bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.

15.6 The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/ locked electronically with the DSC's of the e-Bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned e-Bid openers only.

15.7 After successful submission of e-Bid documents, a page giving the summary of e-Bid submission will be displayed confirming end of e-bid submission process. The bidder can take a printout of the e-Bid summary using the "Print" option available in the window as an acknowledgement for future reference.

15.8 Tendering Authority reserves the right to cancel any or all e-Bids without assigning any reason.

16 Deadline for Submission of E-Bids

16.1 E-Bids (Technical and Financial) must be submitted by the bidders at e-procurement website http://etender.up.nic.in no later than the time 5:00 PM on 13/11/2018.

16.2 The Tendering Authority may, at its discretion, extend this deadline for submission of e-Bids by amending the e-Bid documents in accordance with ITB Clause 4, in which case all rights and obligations of the Tendering Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17 Late e-Bids

17.1 The server time indicated in the Bid Management window on the e-procurement website http://etender.up.nic.in will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-Tender. Once the e-Bid submission date and time is over, the bidder cannot submit his/ her bid. Bidder has to start the E-Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/ her e-Bid is not submitted in time due to any of his/ her problems during e-Bid submission process.

18 Withdrawal and Resubmission of e-Bids

18.1 At any point of time, a bidder can withdraw his/ her e-Bid submitted online before the e-Bid submission end date and time. For withdrawing, the bidder should first log in using his/ her Login Id and Password and susequently by his/ her Digital Signature Certificate on the e-procurement website http://etender.up.nic.in. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the e-Bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The bidder also has to enter the E-Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The bidder has to confirm again by pressing "Ok" button before finally withdrawing his/ her selected bid.

18.2 The bidder has to request the Tendering Authority with a letter, attaching the proof of withdrawal and submission of bid security/ EMD in the office of purchaser, to return back the bid security/ EMD as per the manual procedure.

18.3 No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of a e-Bid during this interval may result in the Bidder's forfeiture of his/ her bid security, pursuant to ITB Clause 12.7.

18.4 The bidder can resubmit his/ her e-bid as and when required till the e-bid submission end date and time. The e-bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement website http://etender.up.nic.in. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the e-Bids submitted by the bidder will be

displayed. Click "View" to see the details of the e-bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-bid documents by following the methodology providedin clauses 15.4 to 15.7.

18.5 The bidders can submit their revised e-Bids as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-Bids.

18.6 No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

(C)e-BID OPENING AND EVALUATION OF e-BIDS

19(A) Opening of Technical e-Bids by the Purchaser

19.A.1 The Tendering Authority will open all technical e-Bids, in the presence of Bidders' representatives who choose to attend at 12:30 PM on 14/12/2018 at U.P. Development Systems Corporation Ltd., 2nd Floor, Uptron Building, Gomti Nagar, Lucknow-226010. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-bid opening being declared a holiday for the Purchaser, the e-Bids shall be opened at the appointed time and location on the next working day.

19.A.2 The bidder's names and the presence or absence of requisite bid security and such other details as the Tendering Authority at its discretion may consider appropriate, will be announced at the opening. No e-Bid shall be rejected at the time of technical e-Bid opening.

19.A.3 The Tendering Authority will prepare minutes of the e-Bid opening.

19(B) Opening of Financial e-Bids

19.B.1 After evaluation of technical e-Bids, the Tendering Authorityshall notify those Bidders whose technical e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the technical specifications and Qualification Requirements indicating that their financial e-Bids will not be opened. The Tendering Authority will simultaneously notify the Bidders, whose technical e-Bids were considered acceptable to the Tendering Authority indicating the date, time and place for opening of the financial E-Bids. The notification may be sent by letter, fax or by e-mail.

19.B.2 Date and Time of the opening of financial Bids of technically qualified bidders shall be communicated later after evalution of their technical bids at U.P. Development Systems Corporation Ltd., 2nd Floor, Uptron Building, Gomti Nagar, Lucknow-226010 in the presence of Bidders who choose to attend. The name of Bidders, Unit Price quoted for various items etc will be announced at the meeting.

19.B.3The Tendering Authority will prepare the minutes of the E-Bid opening.

20   Clarification of E-Bids

20.1 During evaluation of e-Bids, the Tendering Authority may, at its discretion, may ask the Bidder for a clarification /submit documents of his/ her bid. The request for clarification and the response shall be in writing or in meeting by Purchase Committee.

21   Evaluation of technical e-Bids and Evaluation Criteria

The Tendering Authority will examine the e-Bids to determine whether they are complete, whether they meet all the conditions of the Contract, whether requiredtender fee, Bid security and other required documents have been furnished, whether the documents have been properly digitally signed, and

whether the e-Bids are generally in order. Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.

The bidders shall submit the scanned copies offollowing as documentary proof for evaluation of their technical e-Bids:-

21.1 The Bidder should be an established Information Technology Company/ IT System Integrator registered under company act 1956 on or before 01/04/2015 andshould have been in the business for aperiod exceeding three years as on 31/03/2018.

21.2 Bidder must provide the Origincal Inked Manufacturer Authorization Form(MAF) of all the Items quited in tender from their OEMs.

21.3 The bidder should have suppliedminimum 10 Rack/Blade Servers to any Government Department/ Organization in any one of the last three financial years including current financial year. The e-Bids of the bidders not submitted duly signed & stamped evidence i.e. the copy/Copies of purchase order and satisfactory installation report issued by the concerned department/ organization shall be rejected.

21.4 The original equipment manufacturer of the items quoted in the e-Tender shall be in the business of regular supply and installation of the same make/brand of those items since last three financial years. The e-Bids of the bidders not submitting duly signed & stamped evidencesi.e. copies of one purchase order and its satisfactory installation report per year for each of the last three financial years regarding regular supply of the same brand of itms as quoted in the e-Bid shall be rejected.

21.5 All the items quoted should have minimum technical specifications given in the e-Tender.

21.6 The bidder should have support mechanism and service support centres either directly through their support office or through their authorised channel partners/dealers in U.P. Details of Service support Centres for service support that would be provided during and after the warranty period should be given by the bidder as per Service Support Undertaking given in Section-III(H) of this e-Tender document. The e-Bids of the bidders who do not have Service support centres and not given undertaking in Format given in Section-III(H) shall be rejected. If at any stage, it is found that the Bidders support centres/ service providers are not providing support services and are non functional or have been closed down, then the bid security/ performance bank guarantee shall be forfeited.

21.7 The bidder should have given satisfactory warranty maintenance services of the Servers supplied by them and should submit supporting documents from three of its clients for the same. The e-Bids of the bidders not submitting at least three certificates from their clients regarding their satisfactory warranty maintenance services of the server supplied by them shall be rejected

21.8 The bidder should submit a notarial affidavit that the bidder's firm has not been black listed/debarred/prohibitted by any State/Central Government Departments /Organisations. The e-Bids of the black-listed bidders or those not submitting the required affidavit shall be rejected.

21.9 The bidder company should be having turnover of atleast Rs. 10 Crores in each of last three financial years of 2015-16, 2016-17 and 2017-18 for that he/ she should submit certified copies of certificates from Chartered Accountant or copies of relevant page(s) of Profit & Loss account of the company. For Financial year 2016-17 bidder can submit purchase orders (IT related) of more than 10.0 Crores with completion certificate/delivery challan/Installation reports signed /issued by concerned departments/Institutions. The e-Bids of the bidders whose company's turnover in last three financial years of 2015-16, 2016-17 and 2017-18 is not Rs. 10.0 crors or who do not submit certified copies of certificates from Chartered Accountant or copies of relevant page(s) of Profit & Loss account shall be rejected.

21.10 All e-Bids submittedshall also include the following:

   (i) Filled in formas perSectionIII(I)-Capability Statement.
   (ii) Copies of relevant pages of followingdocuments:
      a. Memorandum and Article of Associationor any other document showing objectives of the company and authority to sign the bid/ contract or delegate the power to others for signing the e-Bid/ contract.

b. Place of registration.
c. The power-of-attorney authorizing the bidder to sign the bid/ contract.
d. Income tax registration number of the company.
e. GST registration number of the company.

The e-Bids of the bidders not submitting copies of documentsmentioned in clause 21.10(ii) above shall be rejected.

21.11 The e-Bids of the bidders not quoting all the items in the Technical Bid shall be rejected. Bidders must quote for all the items in the technical e-Bid and in the price schedule/ BOQ of financial e-Bid. The e-Bids of bidders who will not quote for all the items in technical and financial e-Bids shall be rejected. If any item of a bidder is not considered due to any reason, the technical and financial e-Bid shall be rejected.

21.12 The e-Bids found to be not responsive to and not fulfilling all the conditions of the contract and not meetingTechnical Specifications and Qualification Requirements to the satisfaction of purchase committee shall be rejected and may not subsequently be made responsive by the Bidder by correction of the non-conformity. The e-Bids of bidders mentioning any of their conditions which are not mentioned in the e-tender document or are not in conformity with the conditions of the contract shall be rejected.

21.13 It shall be the discretion of the purchase committee to decide as to whether a e-Bid fulfils the evaluation criterion mentioned in this e-tender or not.

21.14 The bidders are advised not to mix financial e-Bid documents with the PDF documents submitted for technical e-Bid. The e-Bids of the bidders having financial e-Bid documents in the technical e-Bid will outrightly be rejected.

22   Financial Evaluation and Comparison of e-Bids

22.1 The Tendering Authority will evaluate and compare the financial rates quoted in the price schedule/ BOQ ofe-Bids of those bidders whose technical e-Bids are found responsive as per the conditions of the tender only for those items of the Bidders which have been technically accepted by the Purchaser..

22.2 No additional payments shall be made for completion of any contractual obligation beyond the quoted prices. If the supplier does not accept the correction of errors if any, its e-Bid shall be rejected and its bid security may be forfeited.

22.3 No weightage/preference shall be given to the bidder quoting any higher technical specifications against the technical specifications of the items asked in the e-Tender.

22.4 The Purchaser's evaluation of a Financial e-Bid shall be based on rate quoted excluding GST by the bidder including the cost of equipment – preloaded with software as indicated in the technical specification (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goodsand price of incidental services and the cost of inland transportation,insurance and other costs within India incidental to the delivery of the goods to their final destination as mentioned in para 8.2 of ITB.

22.5 Evaluation for e-Bids shall be done based on total e-Bid price (excluding GST received for all items.

22.7 The bidders whose technical e-Bids would be found responsive and meeting the qualification requirements and fulfilling all conditions of the tenders, shall be considered technically accepted by the Tendering Authority and whose e-Bid price quoted are lowest in the e-Bids.

22.8 Selection of supplier will be done on the basis of lowest total e-Bid price received in Section IV(B) without GST.

23   Contacting the Purchaser

23.1 Subject to ITB Clause 20, no Bidder shall contact the Tendering Authorityon any matter relating to his/ her bid, from the time of the e-Bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser, he/ shecan do so in writing.

23.2 Any effort by a Bidder to influence the Tendering Authority in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the Bidder's bid.

(D) AWARD OF CONTRACT

24   Award Criteria

24.1 The Tendering Authority will determine to its satisfaction whether the Bidder(s) that is selected as having submitted the lowest evaluated responsive e-Bid meets the criteria specified in ITB Clause 10.2, and is qualified to perform the contract satisfactorily.

24.2 Subject to ITB Clause 26, the Tendering Authority will award the contract to the lowest evaluated successful Bidder whose e-Bid has been determined to be responsive to all the conditions of the contract and meeting the Technical specification and qualification requirement of the Bidding Document.

24.3 If any department for whom tender is called is not interested, those items can be delivered to other department at the same price approved by purchase committee.

25   Purchaser's right to vary Quantities at Time of Award

25.1 The Tendering Authority reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

25.2 If any taxes/duties are increased/decreased by the Government during contract period, the same shall be adjusted mutually after submitting the proof by the successful bidders to the purchaser.

26   Purchaser's right to accept any e-Bid and to reject any or all E-Bids

26.1 The Tendering Authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all e-Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.

27   Notification of Award

27.1 Prior to the expiration of the period of e-Bid validity, the Tendering Authority will notify the successful bidder in writing by letter/e-mail/fax, that its e-Bid has been accepted.

27.2 The notification of award will constitute the formation of the Contract.

27.3 Upon successful Bidder's furnishing of performance security pursuant to ITB Clause 29, the Tendering Authority will promptly discharge bid security pursuant to ITB Clause 12.

28   Signing of Contract

28.1 At the same time as the Tendering Authority notifies the successful bidder that its e-Bid has been accepted, the Tendering Authority will send the bidder the Contract Form provided in the e-Bid documents, incorporating all agreements between the parties i.e. Tendering Authority and successful bidder.

28.2 Within 7 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser.

29   Performance Security

29.1   Within 7 days of the execution of the contract with the Purchaser, the successful Bidder shall furnish performance security in the form of bank guarantee for 10%amount of order value in favor of "Commissioner,Food and Civil Supply,U.P." which would be valid for the period of 63 months from State Bank of India or its associate banks or any nationalized bank of India or scheduled bank or HDFC Bank, ICICI Bank, Axis Bank, IDBI Bank located in India in favor of the purchaser, in accordance with the Conditions of Contract, in the Performance Security Form provided in the e-Bid documents or in another form acceptable to the Purchaser.

29.2   Failure of the successful bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Tendering Authority may make the award to the next lowest evaluated bidder or call for new e-Bids.

30   Purchase committee has rights to relax any criteria in qualification required to fulfil the tender condition. Also purchase committee has right to asked the bidder to submit any document required in support of qualification for its satisfaction/confirmation at any stage.

II : CONDITIONS OF CONTRACT

Conditions of Contract

1. Definitions

1.1   In this Contract, the following terms shall be interpreted:

(a) "The Contract" means the agreement entered into between the Tendering Authority and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

(b) "The Contract Price" mean the prices of various items payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

(c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Tendering Authority under the Contract;

(d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, provision of technical assistance and other obligations of the Supplier covered under the Contract;

(e) "The Purchaser" means the organisation purchasing the goods and the Tendering Authority is U.P.Development Systems Corporation Ltd., II Floor, UPTRON BUILDING, GOMATI NAGER, Lucknow-226010

(f) "The Supplier" means the System Integrator Firm supplying the Goods and Services under this Contract and supplier is ----------------------;

(g) SDC means "U.P. State Data Centre, Lucknow"

(h) UPDESCO means "U.P.Development Systems Corporation Ltd., II Floor, UPTRON BUILDING, GOMATI NAGER, Lucknow-226010"

(i) "The Project Site", where applicable, means the "U.P. State Data Centre, 9,Sarojini Naidu Marg,Lucknow for Food and Civil Supplies Department.

(j) "Day" means calendar day.

2. Application

2.1   These Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

3.1   The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications or the higher, and, when no applicable standard is mentioned, the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned O.E.M. of goods.

4. Patent Rights

4.1   The Supplier shall indemnify the Tendering Authority against all third-party claims of infringement of patent, trademark or industrial design rights arising form use of the Goods or any part thereof in India.

5. Performance Security

5.1   Within 7 days of the execution of the contract with the Purchaser, the successful Bidder shall furnish performance security in the form of bank guarantee for 8% amount of order value in favor of "Commissioner, Food and Civil Supplies, U.P., Lucknow" which would be valid for the period of 63 months from State Bank of India or its associate banks or any nationalized bank of India or scheduled bank or HDFC Bank, ICICI Bank, Axis Bank, IDBI Bank located in India in favor of the purchaser, in accordance with the Conditions of Contract, in the Performance Security Form provided in the e-Bid documents or in another form acceptable to the Purchaser.

5.2   During warranty period, the defective item or component is to be replaced or repairedwhatever required, shallbe done by the supplier to the satisfaction of the user department.

5.3   The proceeds of the performance security shall be payable to the authority in favor of whom the performance bank guarantees being made as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.

5.4   The performance security shall be denominated in Indian Rupees and shall be in the following forms only:

        A Bank guarantee issued by State Bank of India or its associate bank or a nationalized bank of India or a scheduled bank located in India or HDFC Bank, Axis Bank, ICICI Bank, IDBI Bank acceptable to the Purchaser, in the form provided in the e-Bid documents or another form acceptable to the Purchaser.

5.5   The performance security will be discharged by the purchaser/ user department and returned to the Supplier not later than 60 days following the date of its validity/completion of the Supplier's performance obligations including any warranty obligations under the contract.

5.6   In the event of any contract amendment the Supplier shall within 7 days of receipt of such amendment furnish the amendment to the Performance Security rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including three years comprehensive warranty obligations of all the items.

6.   Inspection & Tests

        Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

6.1

        (i)   The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the contract and the Conditions of Contract The Tendering Authority will test all the equipment prior to their delivery at sites in the office/factory of the supplier and the Supplier will dispatch the inspected & tested goods by the Tendering Authority to the ultimate consignee along with manufacturer's warranty certificate. Complete hardware and software as specified in Section III(B) should be supplied, installed and commissioned properly against the purchase order of the Tendering Authority by the supplier prior to commencement of performance tests, if not carried out by the Tendering Authority prior to their delivery at sites. Items Whose Inspection is possible only after installation, then Inspection of those items shall be carried out at Installation site. For site preparation, as stated in Clause 35 the supplier should furnish all details to the Tendering Authority sufficiently in advance so as to get the works completed before receipt of the equipment.

        (ii)   The acceptance test will be conducted by the purchaser, their consultant or any other person nominated by the purchaser, at its option. There shall not be any additional charges for carrying out acceptance tests. The acceptance will involve trouble-free operation during acceptance testing period. No malfunction, partial or complete failure of any part of hardware or drivers etc. or bugs in the software should occur. All the software should be complete and no missing module/sections will be allowed. During acceptance tests, the items having the same or higher technical specifications as given inthe contract shall only be accepted. The Supplier shall maintain necessary log in respect of the result of the tests to establish to the entire satisfaction of the purchaser. An average uptake efficiency of 98% for the duration of test period shall be considered as satisfactory.

        (iii)   In the event of the Hardware and Software failing to pass the acceptance test, if carried out at site of installation, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the Tendering Authority reserves the rights to get the equipment's replaced by the supplier at no extra cost to the purchaser.

        (iv)   Successful conducts and the conclusion of the acceptance test for the installed goods   and equipment shall also be the sole responsibility and at the cost of the supplier.

6.2 The inspections and tests will be conducted on the premises of the Supplier prior to delivery of the Goods at final destination. For conducting the inspection and tests at the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data shall be furnished by the supplier at no charge to the inspectors of the purchaser. Supplier shall intimate to the Tendering Authority indicating that the computer systems and other equipment are ready for inspection and the Tendering Authority can send their representative for inspection at their premises. After receipt of such intimation from the Supplier, the Tendering Authority shall arrange for pre-dispatch inspection and test. After the computer system passes in the inspection and tests, the Supplier shall deliver and install the system and all other items at the respective sites within the time schedule given in the Schedule of Requirements.

6.3 Should any inspected or tested Goods fail to conform to the specifications, the Tendering Authority may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

6.4 The Purchaser's rights to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Tendering Authority or its representative prior to the Goods shipment.

6.5 **Manual and Drawing**

6.5.1 Before the goods and equipment taken over by the representative of the project site(s), the supplier shall supply operation/user manual together with equipment if any. These shall be in such detail as will enable the Tendering Authority to operate all the equipment as stated in the specifications.

6.5.2 The manual shall be in the ruling language (English or Hindi) and in such form and numbers as stated in the purchase order. Manual may be in CD/DVD Format also.

6.5.3 Unless and otherwise agreed the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals as stated in the purchase order have been supplied to the Purchaser.

7. Packing

7.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the purchase order The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into Consideration where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

7.2 The packing, making and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract.

8. Delivery and Documentation

Upon delivery of the Goods, the supplier shall notify the Tendering Authority and the insurance company by fax the full details of the shipment including purchase order number, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser:-

(a) 3 copies of the supplier's invoice showing goods description, quantity, unit price, total amount;
(b) Delivery challans duly signed & stamped by the consignee i.e. by the representatives of project sites.
(c) Manufacturers/Supplier's warranty certificate;
(d) Goods inspection report.

9. Insurance

For delivery of goods at site, the insurance shall be obtained by the supplier at their cost of the amount equal to 110% of the value of the goods from warehouse of the supplier to the final destinations of

installation defined as project site on "All Risks" basis including war risks and strikes. It will be the sole responsibility of the supplier to file the claim, if any, with the Insurance Company immediately after delivery of goods at project sites.

10. Transportation

10.1 The Supplier is required under the Contract to transport the Goods to the specified destinations within U.P. defined as Project sites.

11. Incidental Services

11.1 The following services shall be furnished and the cost shall be included in the contract rates:

   a. On-site delivery & satisfactory installation of all the items;
   b. Furnishing all the manuals as per purchase order to the project sites; and
   c. Maintenance and repair of the equipment at each location during the comprehensive warranty period including the cost of all spares.

12. Spare Parts

Supplier shall carry sufficient inventories to assure ex-stock availability of spares. Supplier shall ensure the availability of all spare parts for after sale service support for a period of at least five years including the comprehensive warranty period of the items.

13. Warranty

13.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

13.2 The warranty shall be 24x7 comprehensive for all the equipment's, parts and components (excluding consumable items.The Warranty period are given in column 3 of technical specification. The period of warranty shall be considered from the date of installation and acceptance of the Goods or 3 months more fhan warranty period from the date of delivery at project sites, whichever occurs earlier for all the items. The supplier shall in addition comply with the performance guarantees specified under the contract. If for reasons attributable to the supplier, these guarantees are not attained in whole or in part, the Supplier shall, make such changes, modifications and or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with CC6.

13.3 The Tendering Authority shall promptly notify the Supplier in writing of any claims arising under this warranty.

13.4 During warranty period, the defective item or component shall be replaced or repairedwhatever required, by the supplier or the service centre authorised by the supplier, to the satisfaction of the user departments.

13.5 The supplier shall guarantee a 99.749% uptime of systems/peripherals and all other items.

13.7 If any items give continuous trouble say six times in one month during the warranty period, the supplier shall replace those items with new one without any additional cost to purchaser.

13.9 **Maintenance service and penalty**

13.9.1 The maximum response time for rectification of complaintbe to ensure that all Hardware execute without defect or interruption for at least 99.749%up time for 24 hours a day, 7 days of the week of operation of the machine worked on a quarterly basis.

For Maintenace Response & Resolution Time is as follows:-

Broad level Priority classification along with time frame for Response / Resolution time isShow cased below.

Response time: is defined as the time between receipt of the incidence (helpdesk call/ receipt of alarm generated by management system) and a support team member begins working on the incidence.

Resolution time: is defined as the total time between receipt of the incidence (helpdesk call/ receipt of alarm generated by management system) and the incidence been resolved.

uptime shall be calculated separately for each Items Supplied under this agreement.

1	Data Centre Uptime (all IT equipment/Component installed in the SDC by Supplier)	Uptime = {1 - [(Item downtime) / (Total Time-Maintenance Time)]} * 100	>=99.749%	NA
			<97.749%	For every 0.25% degradation in the uptime there will be a penalty of 2% of Quaterly payment of item.

13.9.2 The Complete supplier's service centers/service providers detail to lodge compalin are given below;

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14. Payment

Payment for Goods and Services shall be made in Indian Rupees as follows:

(i) On Delivery :- Eighty percent (70%) of the total price of all the goods given in the purchase order shall be paid by the Tendering Authority to the supplier on receipt of all the inspected & tested goods at project sites and upon submission of the documents specified in Clause 8.

(ii) On Installation :- The ten percent (10%) amount of the order value of the goods received shall be paid to the supplier after successful installation of all the items and submission of all installation reports duly signed & stamped by the representatives of all the project sitesThe T.D.S. as applicable will be deducted from this payment on the value of installation and warranty service charges quoted by the supplier in their e-bid.

(iii) On PBG Submission : The 10 percent (10%) amount of the order value of the goods shall be paid on submission on Performance Bank Gurranty as per contract.

(iv) **Quartely Payment**: The remaining 10% shall be paid on Quarterly basis i.e. 0.5% after every quarterafter deducting penalty if any as per clause 13.9 Maintenance and penalty for non performance.

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The T.D.S. as applicable will be deducted from payments as per rule.

15. Prices

15.1 Prices payable to the Supplier as stated in the Contract shall remain fixed during the performance of the contract. However, in the event of any increase/decrease in Government taxes/duties as applicable at the time of delivery, the prices shall be adjusted at the time of payment on submission of their proof by the supplier to the purchaser. In case during the period of the supply, the equipments of the same specifications are being supplied in other departments on the lower rate by the supplier, the supplier will have to supply those equipments with matching price. In case at the time of delivery of the equipments, higher specification equipments on the same price as quoted/approved in the e-Bid by the supplier are

being supplied to other department (s), the supplier will have to supply the higher specification equipments on the quoted/approved rates.

16. Change Orders

16.1   The Tendering Authority may at any time, by written order given to the Supplier make changes within the general scope of the Contract in any one or more of the following:

(a) technical specifications where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
(b) the method of shipping or packing;
(c) the place of delivery; and/or
(d) the Service to be provided by the Supplier.

16.2   If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within seven (7) days from the date of the Supplier's receipt of the Purchaser's change order.

17. Contract Amendments

17.1   Subject to condition of contract clause 16 no variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

18. Assignment

18.1   The Supplier shall not assign, in whole or in parts its obligations to perform under the Contract to any other firm except with the Purchaser's prior written consent.

19. Delivery of the Goods and Delay in the Supplier's Performance

19.1   The inspection and test of the systems and all other items shall be carried out by the Tendering Authority prior to its dispatch by the Supplier at final destination and for this purpose the Supplier shall intimate to the Tendering Authority that the systems and other items are ready for inspection and test. After receipt of such intimation from the Supplier, the Tendering Authority will arrange the inspection and test of the systems and other items at the premise of Supplier. After systems and other items pass the test, the items which are inspected and accepted during acceptance testing by the Tendering Authority shall be packed by the supplier and the representative of Tendering Authority will put a unique number, their seal and signature on each of the packet. The Supplier shall deliver the sealed unbroken packets to the project site and install the systems and all other items at the respective site within the time schedule given in the Schedule of Requirements.

19.2   If at any time during performance of the Contract the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Tendering Authority in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Tendering Authority shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Purchase order.

19.3   Except as provided under conditions of contract clause 22, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to conditions of Contract unless an extension of time is agreed upon pursuant to conditions of Contract without the application of liquidated damages.

20. Liquidated Damages

20.1   Subject to conditions of Contract if the Supplier fails to deliver or install any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Tendering Authority shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated

damages, a sum equivalent to 1.0% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof delay until actual delivery or installation or performance, up to a maximum deduction of 10%. Once the maximum penalty is reached, the Tendering Authority may consider termination of the Contract/work order order pursuant to conditions of Contract Clause 21.

21. Termination for Default

21.1 The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Tendering Authority pursuant to CC clause no. 19.2 or

(b) if the Supplier fails to perform any other obligation(s) under the Contract

21.1 In the event the Tendering Authority terminates the Contract in whole or in part, pursuant to the conditions of contract clause no. 21.1 Tendering Authority may procure, upon such terms and in such manner as it deems appropriate. Goods or Services similar to those undelivered, and the Supplier shall be liable to the Tendering Authority for any excess costs for such similar Goods or Services. However, the supplier shall continue the performance of the Contract to the extent not terminated.

22. Force Majeure

22.1 Notwithstanding the provisions of conditions of contract clause no. 19,20 & 21 the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

22.2 For purpose of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Tendering Authority either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises the Supplier shall promptly notify the Tendering Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Tendering Authority in writing, the Supplier 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.

23. Termination for Insolvency

23.1 The Tendering Authority may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

24. Termination for Convenience

24.1 The Purchaser, by written notice sent to the Supplier may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

24.2 The Goods that are complete and ready for shipment at the time of Supplier's receipt of notice of termination shall be accepted by the Tendering Authority at the Contract terms and prices. For the remaining Goods, the Tendering Authority may elect:

(a)   to have any portion completed and delivered at the Contract terms and prices; and/or

(b)   to cancel the remainder and pay to the Supplier an agreed amount for partially Completed Goods.

25. Settlement of Disputes

25.1 If any dispute or difference of any kind whatsoever shall arise between the Tendering Authority and the Supplier in connection with or arising out of the Contract the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

25.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Tendering Authority or the Supplier may give notice to other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

25.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

25.4

25.4.1 In case of dispute or difference arising between the Tendering Authority and a domestic supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act 1996. The Arbitral Tribunal shall consist of 3 arbitrators and one each to be appointed by the Tendering Authority and the Supplier. The third Arbitrator shall be chosen by the two Arbitrator appointed by the parties and shall act as Presiding arbitrator. In case of failure of two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Principal Secretary/Secretary, IT & Electronics Department, Govt of U.P.

25.4.2 If one of the parties fails to appoint its arbitrator in pursuance of sub-clause 25.4.1 above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Presiding Arbitrator shall be nominated by Principal Secretary/Secretary, IT & Electronics Department, Govt of U.P. both in case of foreign supply as well as Indian supply, who shall appoint the arbitrator. A certified copy of the order of the Principal Secretary/Secretary, IT &Electronics Department, Govt of U.P, making such an appointment shall be furnished to each of the parties.

25.4.3 Arbitration proceedings shall be held at Lucknow, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English or Hindi.

25.4.4 The decision of the majority of the arbitrators shall be final and binding upon both parties. The cost and expenses of arbitration proceedings will be paid as determined by the arbitral tribunal. However the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

25.5 Notwithstanding any reference to arbitration herein.
(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
(b) the Tendering Authority shall pay the Supplier any monies due to the Supplier.

26. Limitation of Liability

26.1 Except in cases of criminal negligence or willful misconduct, and in the case of Infringement pursuant to CC Clause 4.

(a) the Supplier shall not be liable to the Purchaser, whether in contract tort, or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production, or loss of profits or interest costs,

provided that this exclusion shall not apply to any obligation of the supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total value of items ordered under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

27. Governing Language

27.1 The Contract shall be written in English or Hindi language Subject to condition of contract clause 28, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

28. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India.

29. Notices

29.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by fax and confirmed in writing to the other Party's address. For the purpose of all notices, the following shall be the address of the Tendering Authority and Supplier

Purchaser: U.P. Development Systems Corporation Ltd.,
II Floor, UPTRON BUILDING, Gomati Nager,
Lucknow (U.P.) - 226 010
Supplier: (To be filled in at the time of Contract execution)
....
....
....

29.2 A notice shall be effective when delivered or on the notice's effective date whichever is later.

30. Taxes and Duties

30.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits etc. incurred until delivery of the contracted Goods to the Purchaser.

31. Right to use defective equipment

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the Tendering Authority shall have the right to continue to operate or use such equipment until rectification of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

32. Supplier Integrity

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the contracts using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

33. Supplier's Obligations

The supplier is obliged to work closely with the purchaser's staff, act within its own authority and abide by directives issued by the Tendering Authority and implementation activities. The supplier is abide by the job safety measures prevalent in India and will free the Tendering Authority from all demands or responsibilities arising from accidents or loss of life the cause of which is the supplier's negligence. The supplier will pay all indemnities arising from such incidents and will not hold the Tendering Authority responsible or obligated. The supplier is responsible for managing the activities of its personnel and will

hold itself responsible for any misdemeanors. The supplier will treat as confidential all data and information about the purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the purchaser.

34. Patent Right

In the event of any claim asserted by a third party of infringement of copy right, patent, trademark or industrial design rights arising from the use of the Goods or any parts thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Tendering Authority is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses (court costs and lawyer fees). The Tendering Authority will give notice to the supplier of such claim, if it is made without delay.

35. Site Preparation and Installation

Incharge of the project site is solely responsible for site preparation in compliance with the technical and environmental specifications defined by the supplier. The incharge of project site will designate the installation site before the scheduled installation date to allow the supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Hardware and Software.

36. Hardware and Software Installation

The Supplier is responsible for all unpacking, assemblies, installations of all hardware and software, cabling between hardware units and connecting to power supplies. The supplier will test all hardware & software operations and accomplish all adjustments necessary for successful and continuous operation of the hardware & software at all installation sites.

37. Hardware and software Maintenance

The supplier will accomplish preventive and breakdown maintenance activities to ensure that all Hardware execute without defect or interruption for at least 99.749% up time for 24 hours a day, 7 days of the week of operation of the machine worked on a quarterly basis.

38. Technical Documentation
The Technical Documentation involving detailed instruction for operation is to be delivered with every unit of the equipment supplied if mentioned in the purchase order. The language of the documentation shall be English or Hindi.

SECTION III : TECHNICAL E-BID

III(A)   E-BID FORM

III(B)   SCHEDULE OF REQUIREMENTS

III(C)   TECHNICAL SPECIFICATIONS

III(D)   QUALIFICATION REQUIREMENTS

III(E)   BID SECURITY FORM

III(F)   CONTRACT FORM

III(H)   SERVICE SUPPORT UNDERTAKING

III(I)   CAPABILITY STATEMENT

III(J)   PERFORMANCE SECURITY FORM

SECTION III (A) : e-BID FORM

Date : ....
No.:UPDESCO/HW/2018/Food

To :

The Managing Director,
U.P.Development Systems Corporation Ltd.,
II Floor, UPTRON BUILDING, Gomati Nager,
Lucknow (U.P.) - 226 010

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Sir,

Having examined the e-Bid Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver _____ _____*(Description of Goods and Services)* in conformity with the said e-Bid Documents and hereby undertake that we accept all the Conditions of the Contract (Section II) of the E-Bid document and will supply the computer systems and other items/materials as per the Technical Specifications (Section III) of the e-Bid documents. We further undertake that we fulfill the Qualification Requirements (Section III(D)) and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, details of experience and past performance, service support details, capability statement and the required bid security in shape of bank guarantee are furnished with this e-Bid form.

We further undertake, if our e-Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements (Section III (B)).

If our e-Bid is accepted, we will obtain the guarantee of a bank in the form prescribed by the Tendering Authority for a sum equivalent to 10% of the Contract price for the due performance of the Contract.

We agree to abide by this e-Bid for the E-Bid validity period specified in Clause 13.1 of the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this e-Bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us. All the terms and conditions of the e-Tender Document are acceptable to us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1998".

We understand that you are not bound to accept the lowest or any e-Bid you may receive.

Dated this .... day of .... 20.....

_____   _____

(Signature)   *(in the capacity of)*

Duly authorized to sign E-Bid for and on behalf of _____

SECTION III (B) : SCHEDULES OF REQUIREMENTS

Items Brief Description	Destination	Delivery Schedule	Bid Security
As per the details given in the SECTION III I TECHNICAL SPECIFICATIONS	State Data centre U.P, Government of Uttar Pradesh	42 daysfrom the date of issue of the purchase order and installed within 7 day thereafter. The pre dispatch inspection of the items shall be done by the Tendering Authority before delivery at final destination,	As per Bid Security Clause

SECTION III (C) TECHNICAL SPECIFICATIONS

FORFood and Civil Supplies department to be installed in U.P.State Data Centre, Lucknow, Government of Uttar Pradesh,

Sr No		Required Items with Technical Specifications	Warranty Period (in Years)	Quantity	Make & Mode	Compliance (Yes/No)	Deviation (Specify
1		2	3	4	5	6	7
1		**Blade Enclosure**	5 year	1			
	Solution requirement	Proposed solution should support provisioning virtual, physical and container infrastructure from pools of compute, storage and networking resources					
		Solution should have single console provisioning for compute, storage and server side network configuration with choice of direct attach storage, iSCSI, FCoE and FC SAN					
		Solution should support API to integrate into popular management tools such as Microsoft SystemsCenter/VMWare vCenter and into open source automation & DevOps tools such as Chef, Docker, Puppet, Mesosphere, and OpenStack					
		Solution should support software defined templates to quickly make changes to the infrastructure. Template should include server BIOS, firmware, boot order, RAID, storage configs and network config of the infrastructure required for workload					
		Solution should support scripting to reassign compute resources to different workloads to effectively utilize the infrastructure (re provision compute resources from one workload to another)					
	Blade Chassis	Solution to house the required number of blade servers in smallest number of enclosures.					
		Should support full height and half height blades in the same enclosure, occupying a max of 10U rack height					
		Should support six interconnect bays to configure in 3+3 redundacy					
		Enclosure should support Intel Xeon processors based 2 CPU and 4 CPU blades and storage Blades					
		Should support built-in management in redundancy with separate management network from production network.					

		Should support technology built-in to every chassis for Auto-Discovery of resources					
		Chassis should provide display port and USB port to connnect Laptop/Monitor locally					
		Should support linking multiple enclosures (at least 20 enclosures) together to form single management ring to reduce complexity and provide single console of management for connected enclosures					
	Converged interconnect	Interconnect should support 20Gbps downlinks to the Blades in redundancy					
		Should support carving 4 Flexible NICs or 3 Flexible NICs and 1 FlexHBA per 20Gb downlink					
		Each FlexHBA should support to transport either Fiber Channel over Ethernet/CEE or Accelerated iSCSI protocol					
		Should support at least six QSFP+ for external uplink to choose Ethernet and FC uplinks as needed					
		Should support aggregation of multiple enclosures to consolidate data center network connections, reduce hardware and to scale network bandwidth across multiple enclosures.					
		Layer 2 network traffic should be switched within enclosure aggregation (without using top of the rack switch)					
		When multiple chassis aggregated, switching latency between enclosures should not exceed 1.0 micro second for Ethernet					
		Should support Multi-module link aggregation (MLAG) for resiliency against interconnect failure					
	Blade Server Interconnect to LAN/ Network	The solution should be proposed with 4* 10Gbps Ethernet uplinks in redundancy to connect to the data center switch.					
	Blade Server Interconnect to Fiber Channel SAN	The solution should be proposed with 4* 16 Gbps Fiber Channel uplinks in redundancy to connect to the data center switch.					
	Power Supply	The enclosure should be populated fully with power supplies of the highest capacity available with the vendor. Power supplies should support N+N as well as N+1 redundancy configuration, where N is greater than 1.					
		Should offer a single phase power subsystem enabled with technologies for lower power consumption and offering Platinum energy efficiency. Vendors should provide documents certifying					

		the claims.						
	Cooling	Each blade enclosure should have a cooling subsystem consisting of redundant hot pluggable fans or blowers enabled with technologies for improved power consumption and acoustics						
	Warranty	5 years comprehensive warranty						
	System Software	Management/controlling softwares have to be from the OEM.						
	Chassis management capabilities	Solution should support redundant physical management appliances within an enclosure or on multiple connected enclosures with failover and high-availability						
		Should support auto-discovery of Compute, Memory, Storage and Fabrics within an enclosure or on multiple connected enclosures.						
		Should support activity, Health and Power LEDs for immediate status						
		Should support software-defined intelligence for configuring profiles to provision compute, storage, fabrics and images						
		Should support Firmware and OS Driver updates for the servers using profile templates to monitor, flag, and remediate						
		Should offer collaborative user interface which support logical resources to physical resources mapping, Smart Search, Activity Log, HTML5 mobile access, and Customizable Dashboard						
		Should provide a dedicated 10GbE or higher management network for multi-enclosure communications, separate from data plane						
		Should support frictionless Firmware and OS Driver updates using profile templates to 'monitor, flag, and remediate						
		Should support reporting capabilities for						
		1) asset and inventory information for the devices in the enclosures						
		2) thermal and power information, including real-time actual power usage per server and per enclosure						
		Reports should be exportable to csv or Microsoft Excel format						
	Integration with virtualization and open source software	Should support integration with popular virtualization offerings VMware vCenter and Microsoft system center						
		Should support integration with open source automation and DevOps tools such as Chef, Docker and OpenStack						
		Quoted Product should not be end of Life/end of support for next						

			5 year					
2		**Web Server (Blade Server)**	5 year	8				
	CPU	Blade server should be proposed with 2*Intel® Xeon-Gold (2.1GHz/16-core) or latest.						
	Memory	Server should be proposed with 128 GB memory scalable up to 768 GB using DDR4 memory operating at 2666 MT/s memory bandwidth						
		Should be capable of identifying and reporting whether genuine OEM memory is installed for system reliability.						
	Memory Protection	Proposed server should support advanced ECC with multi-bit error protection, Online spare, mirrored memory and fast fault tolerance						
	Hard disk drive	2 * 1.2TB or higher hot plug SFF SAS drives for Hypervisor installation						
	Storage Controller	Server should be proposed with 12Gb/s SAS Raid Controller supporting RAID 0/1/1+0 with Secure encryption/data at rest Encryption						
	Networking features	Server should be proposed with Converged Network Adaptor supporting 3* Ethernet and 1* FC HBA ports per 20Gbps downlink port or 4 ports 10Gbps Converged Network adaptor						
	Interfaces	Minimum of 1* internal USB 3.0 port ,1* internal SDHC card slot and 1* external USB 3.0 port						
	Bus Slots	Minimum of 2 Nos of x16 PCIe 3.0 based mezzanine slots supporting Converged Ethernet, Ethernet, FC adapters and SAS adaptors						
	Embedded system management	Should support integration with management software to deliver 'composable infrastructure' with a view of resources. This should be flexible and scalable solution providing IT managers with the architecture to implement their software-defined data center (SDDC) -- and to address the changing business needs and the challenges of today's enterprise data centers						
		Should support Gigabit out of band management port to monitor the servers for ongoing management, service alerting and reporting						
		Should support UEFI to configure and boot the servers securely						
		System should support RESTful API integration						
		System management should support provisioning servers by discovering and deploying 1 to few servers with embedded Provisioning tool						

		System should support embedded remote support to transmit hardware events directly to OEM or an authorized partner for automated phone home support					
	System Security	Power-on password					
		Administrator's password					
		Keyboard password (QuickLock)					
		Remote management On System Management Chipset with SSL encryption, Secure Shell version 2, Advanced Encryption Standard (AES) and Triple Data Encryption Standard (3DES) on browser, CLP and XML scripting interface, AES and RC4 encryption of video					
		External USB port enable/disable					
		Network server mode					
		Serial interface control					
		TPM (Trusted Platform Module) 1.2 or 2.0 option					
		Advanced Encryption Standard (AES)					
		Intel® Advanced Encryption Standard-New Instructions (AES-NI)					
	OS Support	Microsoft Windows Server					
		Red Hat Enterprise Linux (RHEL)					
		SUSE Linux Enterprise Server (SLES)					
		VMware					
	System tuning for performance	1. System should support feature for improved workload throughput for applications sensitive to frequency fluctuations. This feature should allow processor operations in turbo mode without the frequency fluctuations associated with running in turbo mode					
		2. System should support workload Profiles for simple performance optimization					
	Warranty	Server Warranty includes 5-Year Parts, 5-Year Labor, 5-Year Onsite support with next business day response.					
	Provisioning	1. Should support tool to provision server using RESTful API to discover and deploy servers at scale					
		2, Provision one to many servers using own scripts to discover and deploy with Scripting Tool (STK) for Windows and Linux or Scripting Tools for Windows PowerShell					
	Firmware	1. For firmware security, system should support remote					

security	management chip creating a fingerprint in the silicon, preventing servers from booting up unless the firmware matches the fingerprint. This feature should be immutable					
	2. Should maintain repository for firmware and drivers recipes to aid rollback or patching of compromised firmware. Should also store Factory Recovery recipe preloaded to rollback to factory tested secured firmware					
Embedded Remote Management and firmware security	1. System remote management should support browser based graphical remote console along with Virtual Power button, remote boot using USB/CD/DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media/image/folder; It should support server power capping and historical reporting and should have support for multifactor authentication					
	2. Server should have dedicated remote management port					
	3. Remote management port should have storage space earmarked to be used as a repository for firmware, drivers and software components. The components can be organized in to install sets and can be used to rollback/patch faulty firmware					
	3. Server should support agentless management using the out-of-band remote management port					
	4. The server should support monitoring and recording changes in the server hardware and system configuration. It assists in diagnosing problems and delivering rapid resolution when system failures occur					
	5. Applications to access the server remotely using popular handheld devices based on Android or Apple IOS should be available					
	6. Remote console sharing upto 6 users simultaneously during pre-OS and OS runtime operation, Console replay - Console Replay captures and stores for replay the console video during a server's last major fault or boot sequence. Microsoft Terminal Services Integration, 128 bit SSL encryption and Secure Shell Version 2 support. Should provide support for AES and 3DES on browser. Should provide remote firmware update functionality. Should provide support for Java free graphical remote console.					
	7. Should support managing multiple servers as one via					
	Group Power Control					

		Group Power Capping					
		Group Firmware Update					
		Group Configuration					
		Group Virtual Media					
		Group License Activation					
		8. Should support RESTful API integration					
		9. System should support embedded remote support to transmit hardware events directly to OEM or an authorized partner for automated phone home support					
	Server Management	Software should support dashboard view to quickly scan the managed resources to assess the overall health of the data center. It should provide an at-a-glance visual health summary of the resources user is authorized to view.					
		The Dashboard minimum should display a health summary of the following:					
		• Server Profiles					
		• Server Hardware					
		• Appliance alerts					
		The Systems Management software should provide Role-based access control					
		Management software should support integration with popular virtualization platform management software like vCenter, and SCVMM					
		Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory and HDD.					
		The Server Management Software should be of the same brand as of the server supplier.					
		Quoted Product should not be end of Life/end of support for next 5 year					
3		**Database Server (Blade Server Active Passive Mode)**	**5 year**	**4**			
		same specification as serial No 2 with 256GB RAM in place of 128 GB RAM					
4		Backup Server (Blade Server in Active Passive Mode)	5 year	2			

		specification as serial No 2 with two Intel® Xeon-Gold (3.2GHz/8-core) or latest in place of 2two Intel® Xeon-Gold (2.1GHz/16-core)					
5		**Anti Virus Server**	5 year	1			
	CPU	Blade server should be proposed with 2*Intel® Xeon-Gold (2.1GHz/8-core) or latest.					
	Memory	Server should be proposed with 128 GB memory using DDR4 memory operating at 2666 MT/s memory bandwidth					
		Rest of the specs as mentioned above					
6		**NMS Server**	5 Year	1			
	CPU	Blade server should be proposed with 2*Intel® Xeon-Gold (2.1GHz/8-core) or latest.					
	Memory	Server should be proposed with 128 GB memory using DDR4 memory operating at 2666 MT/s memory bandwidth					
		Rest of the specs as mentioned above in Web Server					
7		**SAN Switch (Redundent Mode)**	5 year	2			
		OEM should be Leader/challenger quadrant of gartner report for three consecutive year					
		Minimum Dual SAN switches shall be configured where each SAN switch shall be configured with minimum of 24 Ports.The switch should be rack mountable and from ports perspective it must be scalable as and when required.					
		Required scalability shall not be achieved by cascading the number of switches and shall be offered within the common chassis only					
		The switch shall support Port zoning and LUN zoning, GUI management software					
		Should deliver 16 Gbit/Sec Non-blocking architecture with 1:1 performance for up to 24 ports in a energy-efficient fashion					
		Should protect existing device investments with auto-sensing 4, 8 and 16 Gbit/sec capabilities.					
		The switch shall support different port types such as FL_Port, F_Port, E_Port, Ex_Port, M_Port, U_Port, N_Port .					
		Should provide enterprise-class availability features such as redundant and hot pluggable components like power supply and FAN					
		Switch shall have support for web based management and should also support CLI.					

		The SAN switch should have capability to interface with HBA of different makes and model from multiple OEM, supporting multiple Operating Systems, including, but not limited to Linux and Windows platforms.					
		Product shall be provided with all the required licenses, software required accessories, cable etc. as applicable to meet all the above mentioned specification and hence the proposed solution.					
		HBA Cables shall be provided by the Bidder to meet the solution requirement					
		5 Years Comprehensive 24x7 onsite OEM Warranty					
		Switch shall support POST and online/offline diagnostics, including RAStrace logging, environmental monitoring, non-disruptive daemon restart, FCping and Pathinfo (FC traceroute), port mirroring (SPAN port).					
		SAN switch shall support to restrict data flow from less critical hosts at preset bandwidths.					
		It should be possible to isolate the high bandwidth data flows traffic to specific ISLs by using simple zoning					
		The Switch should be configured with the Zoning and shall support ISL Trunking features when cascading more than 2 numbers of SAN switches into a single fabric.					
		The switch should be rack mountable					
		The switch should have USB port for firmware download, support save, and configuration upload/download.					
		Offered SAN switch shall support services such as Quality of Service (QoS) to help optimize application performance in consolidated, virtual environments. It should be possible to define high, medium and low priority QOS zones to expidite high-priority traffic					
		Quoted Product should not be end of Life/end of support for next 5 year					
8	Rack	1U Rack Mountable TFT Monitor with integrated KVM Console, Keyboard and Mouse	5 Year	1			
9		**SAN Storage**	5 year	1			
		with 30 TB usuable Capacity (20 SSD Flash Hard Disk and 10 SAS Hard Disk)					
	Converge / Unified Storage	1. Offered Storage array shall be a true converge / unified storage with a single Microcode / operating system instead of					

		running different Microcode / Operating system / Controllers for File, block and object services respectively. 2. Offered Storage array shall be end-to end 12Gbps enabled which means that both Front-end Fiber channel ports and Back-end engines shall be operated at minimum 12Gbps speed.					
	Operating System & Clustering Support	The storage array should support industry-leading Operating System platforms including: *Windows 2012*, Windows 2016, VMware, Solaris, HPE-UX, IBM-AIX and Linux.					
	Capacity & Scalability	1. The Storage Array shall be offered with 20TB Usable Capacity using SSD drives and 10TB Usable Capacity using 10K SAS Drives 2. Storage shall be scalable to minimum of 400TB 3. Offered Storage array shall support at-least 240 SSD drives. 4..					
	Cache	1. Offerd Storage Array shall be given with minimum of 64GB cache in a single unit. 2. Cache shall be used only for Data and Control information. OS overhead shall not be done inside cache. 3. Offered Storage array shall also have additional support for Flash Cache using SSD / Flash drives. Both File services as well as Block operations shall be able to utilize flash cache. Minimum of 1.2TBGB Flash cache shall be supported for both read & write operations.					
	Processing Power						
	Architecture & Processing Power	Controllers shall be true active-active so that a single logical unit can be shared across all offered controllers, while supporting all the major functionalities like Thin Provisioning, Data Tiering etc.. The proposed storage should support scalability to additional controller pair without using any kind of federation, without external virtualisation and not using loosely coupled clustered storage controllers/Scale out architecture having external SAN or ethernet switches for infrastructure SAN connectivity or should support data in place uprgdae.					
	No Single point of Failure	Offered Storage Array shall be configured in a No Single Point of configuration including Array Controller card, Cache memory,					

		FAN, Power supply etc.				
	Disk Drive Support	1. Offered Storage Array shall support dual-ported / 600 / 1200 / 1800GB hot-pluggable Enterprise SAS hard drives, Minimum of 400GB SSD Drives along with nearline SAS drives of 2TB / 4TB / 6TB /drives. 2. Offered Storage shall support higher capacity SSD drives of more than 6TB.				
	Raid Support & Virtualization	1. Offered Storage Subsystem shall support Raid 1, 5 &Raid 6. 3. Every supplied disk shall be able to participate into multiple and different raid sets simultaneously. 4.				
	Data Protection	Incase of Power failure, Storage array shall have de-stage feature to avoid any data loss.				
	Protocols	Offered Storage array shall support all well-known protocols like FC, ISCSI,, SMB 3.0, NFS V4, FTP/FTPS etc.				
	Host Ports and Back-end Ports	1. Offered Storage shall have minimum of 4 x 16Gb, 4 x 10Gbps ISCSI and 4 x 10Gbps IP (Ports for file operations) host ports for connectivity to servers.All ports (FC, ISCSI & IP) should be 100% scalable. 4. Offered storage shall have 16 number of SAS Back-end lanes running at 12Gbps speed.				
	Global Hot Spare	1. offered Storage Array shall support distributed Global hot Spare for offered Disk drives. 2. Global hot spare shall be configure as per industry practice.				
	Performance and Quality of service	1. Shall have capability to use more than 30 drives per array group or raid group for better performance. 2. Offered storage array shall support quality of service for critical applications so that appropriate and required response time can be defined for application logical units at storage. It shall be possible to define different service / response time for different application logical units. 3. Quality of service engine shall allow to define minimum and maximum cap for required IOPS / bandwidth for a given logical units of application running at storage array. 4. It shall be possible to change the quality of service Response time (In both milliseconds as well as Sub-milliseconds), IOPS, bandwidth specification at real time.				

		Thin Provisioning and Space optimization	1. Offered storage array shall support Thin provisioning and Thin Re-claim to make the volume thin for an extended period of time for complete array supported raw capacity. 2. Thin Re-claim (Zero Page reclaim) inside storage subsystem shall be automatic in nature and there shall be no need to run any utility inside storage for same. 3. Offered Storage array shall support data reduction feature of De-duplication and Compression for thin volumes running on Solid state drives. Vendor shall support both de-duplication and compression on a given volume simultaneously. 5. Offered storage array shall be tightly integrated with VMware so that Eager zero disks layout can be used with thin provisioning and thin re-claim.					
		Maintenance	Offered storage shall support online non-disruptive firmware upgrade for both Controller and disk drives.					
		Snapshot / Point in time copy / Clone	2. The storage array should have support for both controller-based as well as file system based snapshots functionality (At-least 1024 copies for a given volume or a file store).					
		Quota Management and Antivirus Scanning	1. For file services operations, offered storage shall support both user level as well as file level hard and soft quota. 2. For file services operations, offered storage shall support integration with industry leading antivirus vendors like Symantec, Trend Micro and MacAfee.					
		Storage Array Configuration & Management Software	1. Vendor shall provide Storage Array configuration and Management software. 2. Software shall be able to manage more than one array of same family.					
		Storage Tiering	1. Offered storage shall support dynamic migration of Volume from one Raid set to another set while keeping the application online. 2. For effective data tiering, Storage subsystem shall support automatically Policy based Sub-Lun Data Migration from one Set of drive Tier to another set of drive tier.					
		Remote	1. The storage array should support replication at the array					

	Replication	controller level across all models of the offered family. 2. The Storage array shall also support three ways (3 Data Centers) for both file & block.3. Replication shall support incremental replication after resumption from Link Failure or failback situations.					
	File Level retention and immutability	1. For file services operation, offered storage shall support file protection against accidental, premature, malicious deletion and modification of data using Legal hold. 2. Apply of legal hold shall ensure that File cannot be moved, modified, or deleted regardless of the retention period					
	Licenses	Storage subsystem shall be supplied with Thin provisioning, Snapshot, Clone, Performance Monitoring, Online Raid Migration, Online Volume conversion (thin to thin compressed, thin to thin de-dup etc.), Quality of services, Sub-LUN data tiering, Flash cache, and File services on day 1 for the maximum supported capacity of array.					
10		**Tap Library (LTO 7)**	5 year	1			
	Capacity	1. Shall support Native data capacity of 280TB (uncompressed) expandable to 700TB (2.5:1 compressed) using LTO 7 Technology. 2. Shall be offered with Minimum of three LTO-7 FC tape drive. Drive shall support encryption 3. Shall be offered with 32 Cartridge slots.					
	Tape Drive Architecture	2. Tape Drive Architecture in the Library shall conform to the INCITS/T10 SCSI-3 standard or newer standards.					
	Scalability	Tape Library shall be scalable to quad number of LTO-7 drives					
	Speed	Offered LTO-7 drive shall support 300MB/sec in Native mode.					
	Connectivity	Offered Tape Library shall provide native FC connectivity to SAN switches.					
	Partitioning						
	Encryption device	Offered Library shall support encryption.					
	Management	Tape Library shall provide web based remote management.					
	Barcode Reader and Mail slots	Tape library shall support Barcode reader and mail slot.					
	Other Features	1. Tape Library shall have GUI Panel 2. Shall be rack mountable.					

		3. Shall have option for redundant power supply 4. Tape Library shall be supplied with software which can predict and prevent failures through early warning and shall also suggest the required service action. 5. Offered Software shall also have the capability to determine when to retire the tape cartridges and what compression ratio is being achieved					
11		**Backup Software**	5 year	1			
		OEM should be in the gartner report for last three consecutive year					
		The proposed backup solution should be available on various OS platforms such as Windows,Linux and UNIX platforms.					
		The proposed backup solution shall be able to copy data across firewall.					
		Backup Software Must support Advanced sharing of different media across the environment (disk, tape and optical)					
		Backup Software must support multiple level of backups including full, incremental, differential, synthetic and virtual synthetic backups					
		Backup software must provide full native integration with application awareness for 64-bit SQL, Share-Point Support & Databases like Oracle, MySQL,DB2 ,Post GreSQL, etc.					
		The software must provide de-duplication					
		The proposed backup software should automatically secure the communication between the server and the client using 256 bit or higher encryption					
		The proposed backup solution shall also support granular recovery for Vmware and Hyper-V with single pass backup.					
		Backup software must support Auto discovery techniques to provide list of available storage devices and locations					
		Backup software must support sharing of backup media between backup servers to reduce tape count. It should allow Media Server Agents to append data from multiple clients to the same tape from the shared tape scratch pool.					
		Backup software solution must support LAN Free, IPV4 and IPV6 addressing system.					
		Backup software solution must have capability to do trend analysis for capacity planning of backup environment					
		Backup software must support Heterogeneous Media server agent failover.					

		Capacity license for Backup to be quoted.					
		The offered software license must be proposed with Host Based / socket Solution for 2 Physical DB Servers and 8 DB Instances.					
		Five year premium level 24x7 Annual Technical Support (ATS) for software license					
		SI to provide Solution design, document and implementation plan					
		Quoted Product should not be end of Life/end of support for next 5 year					
		The backup software should be capable to supporting min 250 or higher backup sessions or higher in day.					
		The proposed backup software should automatically secure the communication between the server and the client using Encrypted Control Communication					
		The backup software should be capable to supporting multiple backup sessions in day.					
		The proposed backup software should support the data protection laws of the region					
		The proposed backup software should support single management window for all the different data protection locations.					
		The proposed backup solution shall have same web based GUI across multiple platform to ensure easy administration.					
		The proposed backup solution should support tape mirroring of the same job running with primary backup.					
		the proposed backup software should use web-based scheduler for the backup jobs.					
		The proposed backup solution shall be configured in such a fashion that no extra license for client and media servers is required while moving from LAN to SAN based backup.					
		The proposed backup solution shall be configured with unlimited client and media licenses for both SAN based backup and LAN based backup& Database agent, NDMP,Cluster License,snapshot and messaging application along with Hyper-V and VMware agents.					
		The backup software should support the Capacity based model or Application based model of licensing.					
		The proposed backup solution has in-built media management					

		and supports cross platform device and media sharing in SAN environment. It provides a centralized scratched pool thus ensuring backups never fail for media.					
		The backup software should support backup to disk / Deduplication Device via Fiber channel.					
		The proposed backup software should support both on-premise and secure hosted backup solution.					
		The backup software should support the option of prioritizing backups.					
		The backup software should support Automated Replication Synchronization of meta data between different sitea and across devices.					
		The proposed backup software should support the data protection laws					
		The backup software should support the option of prioritizing backups.					
		The Backup software should be able to recover only critical volumes and later restore other volumes that were backed up in separate sessions.					
		The proposed backup solution shall support industry leading cluster solution such as MSCS, MC Service Guard, Veritas Cluster etc.The Backup software should be able to recover only critical volumes and later restore other volumes that were backed up in separate sessions.					
		Quoted Product should not be end of Life/end of support for next 5 yearThe proposed backup software should support both backups using snapshot/hardware based and software based as well as backup to tapes for long term and offline data retension.					
		Quoted Product should not be end of Life/end of support for next 5 year					
		Should offer service driven operations management of the IT environment to manage distributed, heterogeneous systems - Windows, UNIX & LINUX from a single management					
12		**NMS Software Specifications**					
		Specifications					
		Should offer service driven operations management of the IT environment to manage distributed, heterogeneous systems -					

		Windows, UNIX & LINUX from a single management station.						
		Centralized view for Agent-based and agent-less monitoring managed from one central console						
		Should provide a centralized point of control with predefined policy-based management intelligence for easy deployment for the servers, operating systems, applications and services for correlating and managing all the IT infrastructure components of a business service						
		· Complex dependencies between managed elements must be captured, allowing IT management staff to interpret lower level data in terms of its importance to the higher-level service.						
		Alarms with meaningful message text, instruction text, operator / automatic actions / linked graphs, duplicate message suppression						
		· Should be configurable to suppress events at the agent or managed node level itself and be configurable to suppress events for key systems/devices that are down for routine maintenance or planned outage.						
		· The system should allow for enriching of messages with incremental information and should allow for customization of message attributes.						
		· Each operator should be provided with user roles that should include operational service views enabling operators to quickly determine impact and root cause associated with events.						
		Measure and monitor all databases in your environment like Oracle, SQL Server, MySQL, DB2, Sybase, PostgreSQL						
		· Provide a holistic view of all database performance through a multi-instance dashboard.						
		· Ability to send pro-active alerts based on health and performance of databases.						
		The system should integrate with Helpdesk / Service desk tool for automated incident logging and also notify alerts or events via e-mail or SMS.						
		The OEM of the offered solution Should provide reports that can prove IT service quality levels, such as application response times and server resource consumption in the same report.Tool should allow to configure downtime for						

		Configuration Items and view the configured downtime in the reports						
13		**Software and Other Items**						
13a		Antivirusserver License with 5 year support.	5 Year	1				
		Antivirus Client Licenses with 5 year support	5 year	24				
13b		VMware vSphere Enterprise 1 Processor	5 Year	16				
13c		VMware vCenter Server Enterprise for vSphere	5 Year	1				
13d		Microsoft Windows Data Center Server 2016 (2 Core License)	Std	224				
13e		Microsoft SQL Enterprises Edition 2016 (2 Core License)	Std	24				
13f		LTO-7 Tapes for Backup		25				
14		**Installation and Configuration**						
14a		Installation and Configuration of Complete Project (as per above items)	5 Year	1				
14b		Technical Support cost for periodic maintenace (four times in a month) of all hardware installed at SDC upto warranty period of server and its associated components (per Annum).	5 Year	5				
15		UPSDC Electrical Augmentation for the one rack	5 Year	3				

IMPORTANT NOTICE (Applicable for All Technical Specifications)

1. In case the e-Bid of any bidder is accepted and it is found at later stage that the specifications of any item does not match with the 'Technical Specification' given in thise-Tender document, the Tendering Authority may ask for the product of his choice. If the bidder/supplier does not agree to it, the Tendering Authority shall cancel the bid/contract/order of particular item and the EMD/Security amount deposited in any form to the Tendering Authority by the bidder/supplier may be forfeited.

2. The bidder may quote higher configuration available at present but no weightage will be given.

3. The bidder may quote various Make & Model on same price for any Item for which he has authorisation from their OEM. However it shall be the choice of Purchase to choose make and Model among quoted Make/models. The Bidder can not opt their choice.

Signature and seal of the bidder:
Place :Date :

SECTION III(D) : QUALIFICATION REQUIREMENTS

1. The Bidder should be an established Information Technology Company/ IT System Integrator registered under company act 1956 on or before 01/04/2015 and should have been in the business for a period exceeding three years as on 31/03/2018.

2. Bidder shall also provide original inked MAF of all the OEM's equipment supplied for this project

3. The bidder should have suppliedminimum 10 Rack/Blade Servers to any Government Department/ Organization in any one of the last three financial years including current financial year. Bidder should submittduly signed & stamped evidence i.e. the copy/Copies of purchase order and satisfactory installation report issued by the concerned department/ organization.

4. The original equipment manufacturer of the items quoted in the e-Tender shall be in the business of regular supply and installation of the same make/brand of those items since last three financial years. The bidder should submit duly signed & stamped evidencesi.e. copies of one purchase order and its satisfactory installation report per year for each of the last three financial years regarding regular supply of the same brand of itms as quoted in the e-Bid shall be rejected..

5. All the items quoted should have minimum technical specifications given in the e-Tender.Bidder shall also provide original inked MAF of all the OEM's equipment supplied for this project

6. The bidder should have online support mechenism and service support centres either directly through their support office or through their authorised channel partners/dealers in U.P.
.

7. The bidder should have given satisfactory warranty maintenance services of the Servers supplied by them and should submit supporting documents from three of its clients for the same. The e-Bids of the bidders not submitting at least three certificates from their clients regarding their satisfactory warranty maintenance services of the server supplied by them shall be rejected

8. The bidder should submit a notarial affidavit that the bidder's firm has not been black listed/debarred/prohibited by any State/Central Government Departments /Organisations. The e-Bids of the black-listed bidders or those not submitting the required affidavit shall be rejected.

9. The bidder company should have turnover of atleast Rs. 10.0 crores in each of last three financial years of 2015-16, 2016-17 and 2017-18.

10. The bidder should have relevant documentsfor following:
    (i) Memorandum and Article of Association or any other document showing objective of the company.
    (ii) Place of registration.
    (iii) The power-of-attorney authorizing the bidder to sign the bid/ contract.
    (iv) Income tax registration number of the company.
    (v) GST registration number of the company.
11. The bidders should quote all the itemsas per the requirements of the e-Tender.
12. Bidder must Provide the signed inked copy of MAF of supplied OEM products as per the scope of RFP.

13. Original BG/EMD and Hard copy of Technical Bid should reach before opening of Technical Bids i.e. before 14/11/2018 upto 12.30PM. Hard Copy of Financial Bid should not submitt.

SECTION III(E) : BID SECURITY FORM

Whereas .... *(Name of Bidder)* (Hereinafter called "the Bidder")has submitted its e-Bid dated ....*(Date of submission of bid)* for the supply of .... *(name and description of the goods)*

(hereinafter called "the Bid")

KNOW ALL PEOPLE by these presents that WE ....*(name of bank)* of .... *(name of country)*, having our registered offices at ....*(address of bank)* (hereinafter called "the Bank"), are bound unto ....*(name of Purchaser)* (hereinafter called "the Purchaser") in the sum of .... for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the common seal of the said Bank this .... Day of .... 20.......

THE CONDITIONS of this obligation are:

1.   if the Bidder

   (a) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the E-Bid Form; or

   (b) does not accept the correction of errors in accordance with the ITB; or

   (c) modifies its e-Bid price during the period of e-Bid validity specified by the bidder on the e-Bid form; or

2.   if the Bidder, having been notified of the acceptance of its e-Bid by the Tendering Authority during the period of e-Bid validity :

   (a) fails or refuses to execute the Contract Form if required; or

   (b) fails or refuses to furnish the performance security in accordance with the ITB;

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

This guarantee will remain in force upto 14/06/2019 and any demand in respect thereof should reach the Bank not later than the above date.

...............................(Signature of the Bank)

SECTION III(F) : CONTRACT FORM

THIS AGREEMENT made the …… day of … 20….. Between ……..*(Name and Address of Purchaser)* hereinafter called "the Purchaser" of the one part and ………. *(Name and address of Supplier)* of hereinafter called "the Supplier" of the other part :

WHEREAS the Tendering Authority is desirous that certain Goods and ancillary services viz., …………………………….*(Brief description of Goods and services)* and has accepted a e-Bid by the Supplier for the supply of these goods and services in the sum of …………….. *(Contract price in Words and Figures)* (hereinafter called the "Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   (a) the E-Bid Form;
   (b) the Technical Specificationsand approved rates;and
   (c) the Conditions of Contract;

3. In consideration of the payment to be made by the Tendering Authority to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Tendering Authority to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Tendering Authority hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the value of ordered items on the Contract rates or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

DELIVERY & INSTALLATION SCHEDULE :
All the items shall be delivered within 6 weeksfrom the date of issue of the purchase order and installed within one week thereafter. The pre dispatch inspection of the items shall be done by the Tendering Authority before delivery at final destination.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws of the day and year first above written.
Signed, Sealed and Delivered by the
said …………………………………..(For the Purchaser)

in the presence of …………………………..

Signed, Sealed and Delivered by the
said …………………………………..(For the Supplier)

in the presence of …………………………..

SECTION III(H) : SERVICE SUPPORT UNDERTAKING

To,

The Managing Director,
U.P. Development Systems Corporation Limited,
2nd Floor, Uptron Building, Near Gomti Barrage,
Gomti Nagar, Lucknow 226010
Phone : 522-2307803
Fax : 522-2307832
E-Mail : mdupdesco.up@gmail.com,
updesco@nic.in

Tender Ref. No. : UPDESCO/HW/2018/Food

Dear Sir,

WHEREAS we, << Name of the Bidder>>, having our registered office at << address of Biider>>, State that we have support mechenism in Lucknow,Uttar Pradesh, either directly through our support office or through our authorised partners for 24x7 comprehensive onsite warranty for <<Items description>> procured under this project.

We hereby confirm that we have onsite support mechanism in Lucknow, Uttar Pradesh to provide onsite warranty support for << Items Description>>. We hereby take the full responsibility for providing complete onsite technical support for all aspects of Supply of equipments and onsite 24x7 comprehensive warranty for period metioned in the tender document and support during entire period of project as stated in this tender.

The Details of our Service Support Centers are as follows :

Sl. No	Name & Complete address of service center	Name of Head Person & Contact Number	Phone / Fax No./ Email address	Parts Available for Maintenance (Yes/No)

.

(Signature of the Bidder)
Name :
Designation :
Duly authorized to sign E-Bid for and on behalf of _____

SECTION III(I) : CAPABILITY STATEMENT (CS)

General Information about the Bidder

1   Name of the Bidder Firm:

2   Address of the Bidder :

3   Detail of Incorporation of bidder's firm   Date :

                                                             Ref # :

4   Name & Designation of the Contact : Person for this Tender

5   Telephone No with STD Code :

a   Mobile No. :

b   Fax no with STD :

c   E-mail of the Contact Person:

6   Website of Bidder's Firm:

7   GST Registration No.

8.   Permanet Account No. (PAN) of Bidder firm

9   Financial Details in last three financial years (Rs. In Crores) :

	2015-16	2016-17	2017-18
Turnover (Rs. In Crores)			
Profit After tax (Rs. In Crores)			

10.   Names of three buyers from different departments to whom similar equipments were supplied in the last three financial years and to whom reference may be made by the Tendering Authority regarding the bidder's performance for timely completion of delivery, installation and after sales service support:

    A. (i)   Complete address of the buyer :...

                             ....

        (ii)   Name & designation of contract person : ....

                             ....

        (iii) Mobile/Phone/Fax no./E-mail address: ....

B. (i) Complete address of the buyer :..…

....

(ii) Name & designation of contract person : ....

....

(iii) Mobile/Phone/Fax no./E-mail address: ....

C. (i) Complete address of the buyer :..…

....

(ii) Name & designation of contract person : ....

....

(iii) Mobile/Phone/Fax no./E-mail address: ....

11.   **Bank detail for refund of EMD**

Bank and Branch Name:

Account in the Name of :

IFSC Code :

Bank Ac no :

SECTION III(J): PERFORMANCE SECURITY FORM

Bank Guarranty No. :   Issue Date :

To : ....(Name of Purchaser/Department)

WHEREAS ....(Name of Supplier)

hereinafter called "the Supplier" has undertaken in pursuance of Contract executed on ....
dated........... 20......between .... (Name of Purchaser) and .... (Name of Supplier) to
supply..(Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you
with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance
with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the
Supplier, up to a total of ....(Amount of the Guarantee in Words and Figures) and we
undertake to pay you, upon your first written demand declaring the Supplier to be in default under the
Contract and without cavil or argument, any sums within the limit of ....(Amount of the
Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your reasons
for your demand or the sum specified therein.

This guarantee is valid until the .... day of .... 20........

<div align="right">

Signature and Seal of Guarantors

....

....

....

Date.....................20.......

....

....

</div>

SECTION IV : FINANCIAL BID

IV (A)   **E-BID FORM**

IV (B)   **PRICE SCHEDULE/ BOQ**

SECTION IV (A) : E-BID FORM

No. : <mark>UPDESCO/HW/2018/Food</mark>   Date : ....

TO :

    The Managing Director,
    U.P.Development Systems Corporation Ltd.,
    II Floor, UPTRON BUILDING, Gomati Nager,
    Lucknow (U.P.) - 226 010
.
 Sir,

Having examined the E-Bid documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver .... *(Description of Goods and Services)* in conformity with the said E-Bid documents for the sum as may be ascertained in accordance with the(Schedule of rates attached herewith and made part of this bid,and hereby undertake that we accept all the conditions of the contract (section II) of the E-Bid document and will supply the computer systems and other items as per the Technical Specifications (Section III(C)) of the e-Bid documents. We further undertake that we fulfill the qualification requirement (Section III(D))and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, principal place of business, details of experience and past performance, service support details, capability statement and the required bid security in the shape of Bank guarantee are furnished with this e-Bid form.

We further undertake, if our e-Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements (section III (B)).

If our e-Bid is accepted, we will obtain the guarantee of a bank in the form prescribed by the Tendering Authority for a sum equivalent to 10% of the contract price for the due performance of the Contract.

We agree to abide by this e-Bid for the E-Bid validity period specified in Clause 13.1 of the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1998".

We understand that you are not bound to accept the lowest or any e-Bid you may receive.

Dated this .... day of .... 20.....

_____   _____
    (Signature)   *(in the capacity of)*

    Duly authorized to sign E-Bid for and on behalf of

SECTION IV (B) : PRICE SCHEDULE/ BOQ

Bidder Name : _____

Sr No	Required Items with Technical Specifications	HSN Codes	Warranty	Quantity	Basic Price Including , Service Charge, Installation & warranty Charges (Rs)	GST % on Col <5>	GST Amount (Rs)	Unit Price with GST (Rs) (5+ 7)	Total Price without GST (5x4) (Rs.)	Total Price with GST (8x4) (Rs)
<1>	<2>		<3>	<4>	<5>	<6>	<7>	<8>	<9>	<10>
1	**Blade Enclosure**		5 year	1						
2	**Web Server** (Blade Server)		5 year	8						
3	Database Server (Blade Server)		5 year	4						
4	Backup Server (Blade Server)		5 year	2						
5	Anti Virus Server		5 Year	1						
6	NMS Server		5 Year	1						
7	SAN Switch		5 year	2						
8	1U Rack Mountable TFT Monitor with integrated KVM Console, Keyboard and Mouse		5 Year	1						
9	SAN Storage		5 year	1						
10	Tape Library (LTO 7)		5 year	1						
11	Backup Software		5 year	1						
12	NMS Software		5 Year	1						
13	Software and Other Items									
13a	Antivirus software for all server as above with 5 year support.		5 Year	24						
13b	VMware vSphere Enterprise 1 Processor		5 Year	16						
13c	VMware vCenter Server Enterprise for vSphere		5 Year	1						

13d	Microsoft Windows Data Center Server 2016 (2 Core License)		Std	224					
13e	Microsoft SQL Enterprises Edition 2016 (2 Core License)		Std	24					
14	**Installation and Configuration**								
14a	Installation and Configuration of Complete Project (as per above items)		5 Year	1					
14b	Technical Support cost for periodic maintenace (four times in a month) of all hardware installed at SDC upto warranty period of server and its associated components (per Annum).		5 Year	5					
15	UPSDC Electrical Augmentation for the one rack		5 Year	3					
16	**Total(1 to 15) of Column 9** (In Figures)		Rs.						
16a	**Total(1 to 15) of Column 9** (**I**n Words)		Rupees .... --						
16b	**Total(1 to 15) of Column 10** (In Figures)		Rs.						

Note : 1) **The bidder should quote for all the items as per technical specifications Section-III (C) of the e-tender document.**

2)The bidder should quote prices including onsite 24x7 comprehensive warranty maintenance as applicable for all the items.

3)The bidder may quote prices for higher configuration available at present but no weightage shall be given to the bidder.

4)Financial Evaluation for selection of will be done on the basis of lowest total excluding GST of Govt. of Uttar Pradesh.