

Tender Document

**Supply, Installation and Commissioning of
Servers, Storage, Backup Device, Rack etc.**

To

Assam State Disaster Management Authority

Tender No : RGR/ASDMA/19/2015/78

Issued on : 13.07.2016

Issued By:

**Assam State Disaster Management Authority
Assam Secretariat Complex
Dispur, Guwahati-781006**



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SECTION-1

1 NOTICE INVITING TENDER (NIT)

The Chief Executive Officer, Assam State Disaster Management Authority invites sealed Technical & Financial Bids from Original Equipment Manufacturers (OEM) or Authorized Dealers for supply, installation and commissioning of the Servers, Storage, Backup Device, Rack etc. with a 3 year comprehensive warranty for the office of Assam State Disaster Management Authority (ASDMA), Dispur, Guwahati- 781006.

Tender documents shall be available from the office of Assam State Disaster Management Authority (ASDMA), Secretariat Complex, Assam Secretariat, Dispur, Guwahati-781006 on payment of non-refundable fee of INR 1,000/-(INR One Thousand only) by Demand Draft in favour of "CEO, Assam State Disaster Management Authority" payable at Guwahati.

Complete tender documents are also available on ASDMA's website, as noted below:

<http://www.asdma.gov.in>

The documents downloaded by the parties from the website shall be valid for participation in the tender process. Those making use of the tender documents downloaded from the website shall have to pay the fee of the document i.e. Rs. 1,000/- (Rupees One Thousand only) in the form of a demand draft along with the tenders. Tenders received without the requisite fee shall be considered as invalid ab-initio.

Last date for seeking clarification, if any: 7 (Seven) days prior to the scheduled date of opening. Bidders are advised to check the ASDMA website regularly for amendments, if any.

1.1 ELIGIBILITY CRITERIA

1. The bidder should be either Original Equipment Manufacturer (OEM) or Authorized Dealer.
(Please submit manufacturer's authorization letter on the OEM's letter head duly signed by authorized signatory).
2. Average Annual Financial Turnover during the last 3 years, ending 31st March 2016, should be Rs. 2,00,00,000.00 (2 Crore) only. Annual Report of Last 3 Financial Year (Balance Sheet and Profit & Loss Account) should be submitted.

Note : Audited Balance Sheet for Financial Year 15-16 if not published an

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Undertaking /Certificate from Chartered Accountants (CA) declaring the Turnover can also be submitted .

3. Bidder should have experience of having successfully completed similar supplies (Server & Storage) during the last 3 financial years ending 31st March, 2016. The value of the Order should be minimum Rs. 20, 00,000.00 (20 Lacs).
(Please submit attested copies of supply order & completion certificate)
4. The Bidder should not have been barred by any PSU/Govt. Dept. in doing business with them. (Please submit self-declaration).
5. The Bidder is required to quote for all the items mentioned in the bidding document. Partial quote will be rejected.
6. Bidder should have updated valid VAT/CST Registration certificate (as applicable).

Note: Bidder must provide the photocopy of necessary supporting documents as proof in respect of the eligibility criteria mentioned above.

Interested and eligible Bidders are required to submit the necessary documents related to Eligibility Criteria, Technical and Financial Bids in 3 (three) separate sealed envelopes. The documents of Eligibility Criteria should be accompanied by Tender Fees & EMD as specified in this Bid Document by the prospective Bidder in the first envelope. The detailed Technical bid documents will have to be furnished in a second envelope. The Financial Bid along with the detailed terms and conditions will have to be furnished in the third sealed envelope. The required documents related to Eligibility Criteria, Technical and Financial Bids together should be put in a separate forth envelope and must be delivered to the Office of Assam State Disaster Management Authority, Secretariat Complex, Assam Sachivalaya, Dispur-6 on the date specified below.

1. The envelope containing the Eligibility Criteria & Technical Bid will be opened on the specified date and time in presence of Bidders or their authorized representatives who choose to attend. In the event of the date specified for bid receipt and opening being declared as a holiday, the due date for submission and opening of bids will be the following working day at the appointed times.

2. The summary of various activities with regard to this invitation of bids are listed in the table below:

	BID REFERENCE	Date & Time
1	Date of commencement of issue of Bid documents	13.07.2016
2	Pre-bid Meeting and submission of queries/requests for clarification	25.07.2016 (11:00 am at the conference hall of ASDMA)
3	Last date and time for purchase of Tender documents	03.08.2016 (3:00 pm)
4	Last date & Time for submission of Bids	03.08.2016 (4:00 pm)
5	Date & Time of opening the document related to Eligibility Criteria	Will be intimated to the bidders by the Purchaser.
6	Date & Time of opening the Technical Bid	Will be intimated to the qualified bidders by the Purchaser on the day of opening of technical bid or subsequently either through fax or through letter.
7	Date & Time of opening of Financial Bid	
8	Place of issue of Bid Document; Bid submission, and opening of Technical and Financial Bids	Office of the Assam State Disaster Management Authority, Opposite to State Bank of India, Secretariat Branch, Assam Sachivalaya, Dispur-6
9	EMD	Rs. 1.00 Lakh (Rupees One Lakh) only.


 Chief Executive Officer,
 Assam State Disaster Management Authority
 Dispur, Guwahati.

SECTION-2

2 INSTRUCTIONS TO BIDDERS

2.1 INTRODUCTION (DEFINITIONS)

- 2.1.1 "Purchaser" means Assam State Disaster Management Authority.
- 2.1.2 "Bidder" means the Original Equipment Manufacturer/Authorized Dealer that participates in the tender and submits its bid.
- 2.1.3 "Goods/Products" means all the hardware equipments and software including consumables which the supplier is required to supply to the Purchaser under the Purchase Order.
- 2.1.4 "Letter of Intent (LOI)" means the communication of the intention of the Purchaser to the Bidder to place the Purchase Order for the former's offered goods/services.
- 2.1.5 "Purchase/Work Order (PO)" means the order placed by the Purchaser on the Supplier duly signed by the Purchaser's authorized representative to purchase certain goods & services from the vendor/contractor.
- 2.1.6 "Contract" means the Agreement entered in between the Purchaser and the Supplier, together with the contract documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- 2.1.7 "Contract Document" means the document listed in the Agreement, including any amendments thereto.
- 2.1.8 "Contract Price" means considerations payable to the supplier/contractor as stipulated in the Purchase or Work Order for performance of specified contractual obligations.

2.2 BIDDER TO BEAR COST OF PURCHASE OF TENDER

The Bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser in any case will not be responsible or liable for these costs regardless or the conduct of the bidding process.

2.3 BID DOCUMENTS

2.3.1 Bid Documents include:-

- | | |
|-----------|------------------------------------|
| Section 1 | Notice Inviting Tender |
| Section 2 | Instructions to Bidders |
| Section 3 | General Conditions of the Contract |
| Section 4 | Special Conditions of the Contract |

- Annexure-I Format of Performance Bank Guarantee (PBG)
- Annexure-II Format for Service Level Agreement
- Annexure -III Technical specifications and Bill of Quantity (BOQ)
- Annexure-IV Data sheet
- Annexure -V Price Bid schedule
- Annexure -VI List of Project Sites
- Annexure-VII Form of Contract Agreement
- Annexure-VIII Evaluation Matrix

2.4 AMENDMENT TO BID DOCUMENTS

- 2.4.1 At any time, prior to the date of submission of bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.
- 2.4.2 The amendments/Corrigendum will be notified on official website of ASDMA www.asdma.gov.in and these amendments will be binding on them. Bidders are advised to visit official website of ASDMA regularly for updates on this Tender.

2.5 EXTENSION OF TIME

In order to give prospective bidders required time in which to take the amendments into action in preparing their bid, the Purchaser may at its discretion extend the deadline for submission of bid suitably.

2.6 BID PRICE

Price indicated in the schedule shall be **FOR destination** basis. Prices should be inclusive of all taxes and duties including but not limited to Excise Duty, Sales Tax and other taxes, transit insurance, freight and Service Tax etc. No claim whatsoever on the bid price will be entertained subsequently due to wrong quoting of tax or rate of any tax.

However, **rate of taxes and duties included in the price offered should also be given separately from the basic price. The prices quoted by the bidder shall remain firm during the entire period of the contract** and shall not be subject to variation on any account. The bid submitted with a variation clause (unless asked by the Purchaser) will be treated as non-responsive and rejected.

2.7 BIDDERS ELIGIBILITY AND QUALIFICATIONS

Bidder shall furnish as a part of bid documents establishing the bidder's eligibility to supply the material. The bidder shall also submit documentary evidence in the form of literature, drawing, data on the goods offered.

2.8 EMD

2.8.1 The Bidder shall submit EMD amounting to Rs. 1.00 Lakh. EMD shall be in one of the following forms:-

- a. A Bank Guarantee issued by any Nationalised Bank in favour of the Purchaser valid for a period of 150 days from the date of tender opening.
- b. Demand Draft from a Nationalised Bank in favour of **"CEO, Assam State Disaster Management Authority"**, payable at Guwahati.

2.8.2 The bid not secured in accordance with the above shall be rejected by the Purchaser as being non-responsive.

2.8.3 EMD of the unsuccessful bidder will be discharged/ returned as promptly as possible, but not later than 30 days after expiry of the bid validity period prescribed by the Purchaser.

2.8.4 The successful bidder's EMD will be discharged upon the bidder's submission of the Performance Guarantee.

2.8.5 EMD may be forfeited under the following circumstances:-

- a. If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form.
- b. In case of a successful bidder, if he fails to submit the Performance Guarantee within the time prescribed or
- c. If he fails to supply the material in terms of the conditions of contract.

2.8.6 No interest is payable on EMD.

2.8.7 In case of inadequacy or non-submission of prescribed EMD, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.

2.9 VALIDITY PERIOD OF BID

Bid shall remain valid for 180 days after the date of Technical & Financial bid opening. The bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The EMD provided under clause 2.8.1 (a) shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify his bid.

2.10 FORMAT OF SIGNING OF THE BID

2.10.1 The bidder shall also prepare two copies of the bid clearly marking one copy as "Original Copy" and the other as "Copy" & also provide softcopy of technical bid on CD-ROM in MS-Word format.

- 2.10.2 In the event of any discrepancy between them, the Original Copy shall prevail.
- 2.10.3 The original copy of the bid shall be typed and shall be signed by the bidder or a person duly authorized by the bidder. The Letter of Authorization shall be accompanied by a written Power of Attorney accompanying the bid.
- 2.10.4 All pages of the original bid except printed literature shall be initialed by the person signing the bid.
- 2.10.5 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the bidder signing the bid.

2.11 DEADLINE FOR SUBMISSION OF BID

Bid must be received by the Purchaser at the address specified and not later than the date and time specified in the NIT.

2.12 LATE BID

Any bid received late by the Purchaser after the deadline for submission of the bid shall be rejected and returned un-opened to the bidder.

2.13 MODIFICATION AND WITHDRAWAL OF BIDS

- 2.13.1 The bidder may modify or withdraw his bid provided that written notice of modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 2.13.2 No bidder may modify or be allowed to withdraw bid subsequent to the deadline for submission of bids.

2.14 SUBMISSION OF BID

Bids are to be submitted in three bid form comprising of 1) Documents containing eligibility criteria 2) Technical Bid and 3) Financial Bid. Each of the bid documents is to be sealed. The documents to be placed under each of the sections are as follows:

1) Documents containing eligibility criteria:-

- Documentary evidence in respect of the eligibility criteria mentioned in **Section-1**.
- EMD.
- Demand Draft for INR 1,000/- in favour of "CEO, Assam State Disaster Management Authority." payable at Guwahati if the tender document is downloaded from the website.

2) Technical Bid: The Technical Bid will comprise of the following bidding documents

- Data Sheet (**Annexure-IV**) mentioning complete technical specifications, make, model, name of suppliers/manufacturers and commercial terms etc. of the equipment offered. It may specifically be mentioned whether the quotation is strictly as per bid technical specifications. If not, deviations must be spelt out specifically, in the absence of which, the quotation may be rejected.
- Power of Attorney /Authorization with a seal of the company, of person signing the bid documents. All the pages of the Bid (original & copy) must be serially numbered, and kept in a file. Each page must indicate the page number of that page/the total number of pages the bid contains. For example, if the bid contains 99 pages in total, the marking on page 1 shall be "1/99", on page 2 it will be marked as "2/99" and so on.

3) Financial Bid: Financial Bid shall contain the Price Bid Schedule as per the format given in Annexure-V of the Bid Document.

2.14.1 A single sealed envelope containing the envelopes (i.e. Eligibility Criteria Envelope 1, Technical Bid Envelope 2 and Financial Bid Envelope 3 sealed separately) shall be addressed to the purchaser at the following address:

To,
The Chief Executive Officer
Assam State Disaster Management Authority
Assam Secretariat Complex,
Guwahati-781006

The envelopes should be super scribed "**TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF SERVERS, STORAGE, BACKUP DEVICE, RACK ETC.: DO NOT OPEN**"

The tender box shall be sealed at the stipulated deadline for submission.

The tender box shall be opened at the stipulated time of opening in the presence of intending bidders.

For any queries/ information the bidder can contact at the address mentioned below:

Assam State Disaster Management Authority
Assam Secretariat Complex,
Guwahati-781006
Email ID: asdmaghy@gmail.com
Tel: 0361-2237221, Fax: 0361- 2237010

- The inner and outer envelopes shall indicate the name and address of the bidders to identify the bid and to enable the bid to be returned unopened in case it is declared 'late' or 'rejected'.
- VENUE OF TENDER OPENING: Tender shall be opened in the office of **Assam State Disaster Management Authority, Assam Secretariat Complex, Dispur, Guwahati-781006** at the time on the due date mentioned in the N.I.T. If due to any administrative reason the venue of Bid opening is changed it will be duly intimated.
- Offer received through Fax/E-mail or through open letter shall be ignored.
- Bids submitted not in the manner prescribed are liable to be summarily rejected which will be the sole discretion of the Authority.

2.15 OPENING OF TECHNICAL BID

2.15.1 The Purchaser shall open the Technical Bid in the presence of the bidder or their authorized representatives, who choose to attend at date and time specified in the NIT. The authorized representatives, who remain present, shall sign the Attendance Register.

2.15.2 A maximum of two representatives authorized by any bidder shall be permitted to attend the bid opening.

2.15.3 The date fixed for opening of bids, if subsequently declared as a Govt. holiday, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

2.16 OPENING OF FINANCIAL BID

Financial Bid of only those bidders will be opened whose Technical Bids are found to be qualified and acceptable to ASDMA. Authorized representative of the bidders may attend the Financial Bid opening. The qualified parties shall be notified with the date, time & venue of the opening of the Financial Bid.

2.17 EVALUATION OF BIDS

2.17.1 The evaluation would consist of following phases:

Phase I: Evaluation of Eligibility Criteria.

Phase II: Evaluation of Technical Bids.

Phase III: Evaluation of Financial Bids.

Phase IV: Combined Evaluation of Technical and Financial Bids.

2.17.2 **Phase I:** Evaluation of Eligibility Criteria:

In this part the Agency will be evaluated for the fulfillment of the conditions specified in the Eligibility Criteria under Clause 1.1.

2.17.3 **Phase II:** Evaluation of Technical Bids:

In this part the technical bid of only those agencies who have qualified the Phase I i.e. Eligibility Criteria will be evaluated.

The technical bid will be analyzed and evaluated on:

- Experience of the Firm
- Qualification of Technical Experts/Service Centre
- Technical Specification

2.17.4 The technical bid will be analyzed and evaluated and the technical bid marks shall be assigned to each bid on the basis of evaluation matrix at **Annexure-VIII**.

2.17.5 Analysis of technical bid:-

- In this part, the technical bid will be analyzed and evaluated and the technical bid marks (S_{tm}) shall be assigned to each bid on the basis of evaluation matrix.
- Each competency group will have Minimum Qualification Score and only those Technical Bids receiving marks greater than or equal to cut-off marks in each competency group will be eligible for consideration in financial bids. If required, the Authority may seek specific clarifications from any or all Tenderer(s) at this stage. The Authority shall determine the Tenderer that qualify for the next phase after reviewing the clarifications provided by the Tenderer(s).
- Technical Bid Score: The Technical Bid Score 'St' of the Tenderer shall be derived as under

$$S_t = (S_{tm}/S_H), \text{ where}$$

S_t is the Technical Bid Score

S_{tm} = Total technical bid marks of the bid under consideration

S_H = Highest total technical bid marks amongst all evaluated bids

2.17.6 The Authority reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Tenderer of any such change. At any time during the process of evaluation the Authority may seek specific clarifications from any or all Tenderer.

2.17.7 **Phase III: Evaluation of Financial Bids:**

In this phase, the Financial Bids of the Tenderer, who are technically qualified in Phase II, shall be opened. Formula to determine the scores for the Financial Bids shall be as follows

$$S_f = (F_L / F),$$

Where

S_f is the Financial Score

F_L is the value of lowest Commercial Bid

F is the price quoted in the bid under consideration

2.17.8 Phase IV: Combined Evaluation of Technical & Financial Bid

- i. The Total score of the Tenderer will be determined as under

$$\text{Total Score } (T_s) = (70 \times S_t) + (30 \times S_f)$$

- ii. The Bid of the Tenderer, who obtains the highest T_s value, will be rated as the best Bid. In the event of a tie, the bid with the highest technical score (S_t) will be rated as the best bid. Beyond that, Authority will decide the matter in its full discretion.
- iii. The Authority will award the Contract to the successful Tenderer whose bid has been determined to be substantially responsive and has been determined as the best bid, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily. The Authority shall however not bind itself to accept the best bid or any bid and reserves the right to accept any bid, wholly or in part.

2.18 PURCHASER'S RIGHT TO VARY QUANTITIES

2.18.1 The Purchaser reserves the right at the time of award of the contract to increase the quantity of the goods and services specified in the schedule of requirements without any change in unit price of the ordered quantity.

2.18.2 In case of division of order among a number of parties, the distribution of quantity will be accordingly done by the Purchaser on an individual tender.

2.19 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser does not bind himself to accept the lowest or any other tender/bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder on the grounds for the Purchaser's action.

2.20 NOTIFICATION OF SUCCESSFUL BIDDER

- 2.20.1 Prior to the expiration of the bid period, the Purchaser will notify the successful bidder in writing by registered letter or fax or e-mail, to be confirmed in writing by registered letter that its bid has been accepted.
- 2.20.2 The notification of the award will constitute the formation of the contract
- 2.20.3 The successful bidder will furnish the Performance Bank Guarantee (PBG) within 10 days of the notification.
- 2.20.4 Upon successful bidder furnishing the PBG, the Purchaser will notify each unsuccessful bidder and will discharge its bid bond.

2.21 SIGNING OF CONTRACT

- 2.21.1 At the time when the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the Bidder the contract form provided in the bidding documents, incorporating all agreement between the parties.
- 2.21.2 Within 7 days of receipt of the contract form, the successful bidder shall sign and date the contract and return it to the Bidder.

2.22 CANCELLATION OF LETTER OF INTENT

- 2.22.1 Failure of the successful bidder to comply with the requirement of submission of Performance Bank Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the bid bond, in which case Purchaser will have the discretion to make the offer to any other bidder or call for new bids.

2.23 POST BID CLARIFICATIONS

No post bid clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or award of the contract shall result in rejection of the bid.

2.24 DELIVERY

Delivery of the goods shall be made by the supplier in accordance with the terms specified by the Purchaser in the Special condition of the contract and goods shall remain at the risk of the supplier until the completion of delivery in full. The Schedule of delivery shall be the essence of the contract.

SECTION - 3

3 GENERAL CONDITIONS OF THE CONTRACT

3.1 PRICE APPLICABILITY

Prices quoted by the bidder in the Price Bid Schedule (**Annexure V**) shall remain valid for a period **1 year** from the date of signing the contract between the Purchaser and the Supplier.

3.2 STANDARDS

The goods supplied under the contract shall conform to the standards mentioned in the Technical Specifications (**Annexure III**).

3.3 PATENT RIGHTS

The Supplier shall indemnify the Purchaser against all third party actions/claims of infringement of patent, trademark or industrial design rights arising from the use of goods or any part thereof.

3.4 PERFORMANCE BANK GUARANTEE

3.4.1 Within 10 days of the Supplier's receipt of Letter of Intent (LOI)/P.O., the Supplier shall furnish a Performance Bank Guarantee amounting to 10% of the contract/P.O. value issued by a Nationalised Bank in the prescribed format given in this tender(**Annexure-I**).

3.4.2 The proceeds of the Performance Bank Guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.

3.4.3 The Performance Bond will be discharged by the Purchaser after completion of the Supplier's obligations including any warranty obligations under the contract.

3.4.4 As regards validity of Performance Bank Guarantee, please refer to Special Conditions of the contract (Section-4).

3.5 INSPECTION AND TESTS

- 3.5.1 The Purchaser or its representatives or ultimate client shall have the right to inspect and test the goods for their conformity to the specifications. The Purchaser may also appoint an agency for this purpose. The technical specifications shall specify what inspection and tests the Purchaser requires and where they are to be conducted. Where the Purchaser decides to conduct such tests on the premises of the Supplier, all reasonable facilities and assistance like testing instruments and other test gadgets including access to the drawings and production data shall be furnished to the Inspector free of costs. In case the tested goods fail to conform to the specifications, the Inspector may reject them and the Supplier shall either replace the rejected goods or make alteration necessary to meet the specifications requirements free of cost to the Purchaser.
- 3.5.2 Notwithstanding the pre-supply tests and inspections, the material on receipt in the Purchaser's premises shall also be tested and if any material or part thereof is found defective, the same shall be replaced free of cost to the Purchaser.
- 3.5.3 If any material before it is taken over is found defective or fails to fulfill the requirements of the contract, the Purchaser shall give the Supplier notice setting forth details of such defects or failures and the Supplier shall make the material good or alter the same to make it comply with the requirements of the contract and in any case within a period not exceeding 2 months of the initial report. These replacements shall be made by the Supplier, free of all charges, at the site(s).
- 3.5.4 As regards Inspecting Authority and other details please refer to Special Conditions of the Contract (Section-4).

3.6 TRAINING

- 3.6.1 The Bidder shall provide all training materials and documents and aids.

3.7 WARRANTY

- 3.7.1 The Supplier shall give warranty that goods to be supplied shall be new and free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full

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conformity with the specifications and drawings. The Supplier shall be responsible for any defects that may develop under the conditions provided by the supplier and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate contact protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser, who shall state in writing in what respect goods are faulty. This warranty shall survive inspection or payment for, and acceptance of goods after the goods have been taken over.

3.7.2 However, the warranty period specified, if any, in the Special Conditions of Contract (Section - 4) the same shall rule.

3.7.3 If it becomes necessary for the supplier to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment's replaced or renewed or until the end of the warranty period. If any defect is not remedied within a reasonable time, the Purchaser may proceed to get the work done at the Supplier's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Supplier in respect of such defects.

3.7.4 Replacement under warranty clause shall be made by the Supplier free of all charges at site including freight, insurance and other incidental charges.

3.8 CHANGE IN ORDERS

3.8.1 The Purchaser 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) Drawings, designs or specifications where goods to be furnished under the contract are to be specifically manufactured for the Purchaser.
- b) Method of transportation or packing.
- c) Place of delivery.
- d) Services to be provided by the supplier.

3.8.2 If any such change causes an increase or decrease in the cost or the time required for the execution of the contractor, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended.

3.9 SUB-LETTING

The Bidder cannot assign or transfer and sub-contract its interest/ obligations under the contract without prior written permission of the Purchaser.

3.10 LIQUIDATED DAMAGES

3.10.1 The date of the delivery of the goods/services stipulated in the acceptance of tender should be deemed to be the essence of the contract and the delivery must be completed not later than the dates specified therein. Extension in delivery period will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period and accepted by the consignee, such deliveries will not deprive the Purchaser of the right to recover Liquidated Damages.

3.10.2 In case the Supplier fails to supply the goods/services against the order, the same shall be procured from other suppliers at the cost and risk of the Supplier and the excess money will be recovered from any dues of the party.

3.10.3 For late deliveries, as liquidated damages, a sum equal to 2% of the price of any goods/services not delivered or total order value in case where part delivery is of no use to a Purchaser, for a week or part of a week subject to maximum limit of 10% of the total order will be recovered from the Supplier. The Purchaser also reserves the right to cancel the order in such cases and forfeit the Performance Bank Guarantee and may also debar the Supplier for future purchases.

3.10.4 LD can be recovered from any dues of the Supplier.

3.11 ARBITRATION

3.11.1 In the event of any dispute arising between ASDMA and the Supplier in any matter covered by this contract, the Tribunals and Courts at Guwahati will have the exclusive jurisdiction in respect of all matters and the provisions of the Indian Arbitration Conciliation Act, 1996 shall apply to such arbitration.

3.12 RISK PURCHASE

3.12.1 In the event of Supplier's failure to execute the contract to the satisfaction

of the Purchaser, the Purchaser reserves the right:

- To reject any part of the Contract executed and withhold payment for such portion of the Contract till such time the defects are rectified to the satisfaction of the Purchaser.
- To terminate the Contract by giving 2 weeks notice in writing without assigning any reason and to get the Contract executed by other agency at the risk and cost of the Supplier.

3.13 GENERAL LIEN

Whenever under this contract any sum of money is recoverable from and payable by the Supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole the Performance Bank Guarantee of the Supplier. In the event of the Performance Bank Guarantee being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Supplier or which at any time thereafter may become due to the Supplier under this or any other contract with the Purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall pay to the Purchaser on demand the remaining balance due.

3.14 PACKING

The supplier shall ensure that the Goods/Equipment are securely and adequately packed to ensure safe arrival at the destinations fully withstanding all hazards such as rough handling etc. during transit.

3.15 REPLACEMENT OF DEFECTIVE EQUIPMENT

3.15.1 If any equipment or any part thereof, is found defective or fails to meet the requirements of the contract before it is accepted, ASDMA shall give the Supplier a notice setting forth details of such defects or failures and the Supplier shall forthwith arrange to set right the defective equipment or replace the same by a good one to make it comply with the requirements of the contract. This in any case shall be completed within a period not exceeding one month from the date of the initial report pointing out the defects. The replacement or rectification shall be made at site by the Supplier free of cost. Should the Supplier fail to do the needful within this stipulated time frame, the purchaser reserves the right to reject the equipment in full or in part and get it replaced at the cost of the Supplier. The cost of any such replacement made by the Purchaser shall be deducted from the amount payable to the Supplier against this purchase order.

3.15.2 If any equipment or part thereof is lost or rendered defective during transit, pending settlement of the insurance claim, fresh order shall be placed on the Supplier for such loss or defective equipment and the Supplier shall arrange to supply the same within three months of such order at the same prices and on the same general terms and conditions as mentioned in this purchase order.

3.16 FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be the reason of such an "eventuality" and be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist. In case of any dispute, the decision of CEO, ASDMA, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which may be in the possession of the Supplier at the time of such termination, or such portion thereof as the Purchaser may deem fit except such material, as the Supplier may, with the concurrence of the Purchaser, elect to retain.

3.17 TERMINATION FOR DEFAULT

3.17.1 The Purchaser, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this contract in whole or in part.

- if the supplier fails to deliver any or all the goods within the time period (s) specified in the contract, or any extension thereof granted by the Purchaser .
- if the Supplier fails to perform any other obligation(s) under the contract; and
- if the Supplier, in either of the above circumstances, does not remedy his failure

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within a period of 15 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

- On a notice period of 30 days.

In the event the Purchaser terminates the contract in whole or in part pursuant to the above para, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the Supplier shall continue the performance of the contract to the extent not terminated.

3.18 TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

3.19 ADD ON/REPEAT ORDER

ASDMA reserves the right to place Add on/Repeat order for additional quantity upto 100% of the original quantity at the same rate and terms & conditions of the purchase order within 1 year from the date of issue of purchase order.

SECTION - 4

4 SPECIAL CONDITIONS OF CONTRACT

The following special conditions of the contract shall supplement the general conditions of the contract. Whenever there is a conflict, the provision herein shall prevail over those in the general conditions of the contract.

4.1 PRICE BASIS

F.O.R. Destination basis, the list of project sites is given at Annexure-VI

4.2 PAYMENT TERMS

Payment will be released by the Assam State Disaster management Authority in Indian Rupees as follows:

- 90% payment within 90 days from the date of supply and installation at the F.O.R destination.
- 10% within 90 days of successful installation and commissioning at each F.O.R destination, subject to certificate from the concerned authority that material has been successfully installed and commissioned, and working satisfactorily.

No payment will be made for goods rejected on testing.

4.3 PAYING AUTHORITY: - Assam State Disaster Management Authority (ASDMA).

4.4 CONSIGNEE: As per the List enclosed at **Annexure-VI**

4.5 INSPECTING AUTHORITY

The Inspecting Authority will be nominated at the time of issue of Purchase Order.

4.6 DELIVERY SCHEDULE

Within 2 weeks from the date of issue of purchase order.

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4.7 LIQUIDATED DAMAGES (LD)

Shall be applicable @ 2% per week subject to a maximum of 10% of the P.O. value

4.8 PERFORMANCE BANK GUARANTEE (PBG)

The bidder is required to submit PBG for an amount equivalent to 10% of the P.O. value valid up to end of Warranty Period.

4.9 WARRANTY

Comprehensive onsite warranty for 3 (three) years for all goods. Services and Spares under warranty will be provided free of cost at sites. After expiry of the warranty period, the supplier shall enter into an Annual Maintenance Contract (AMC) with the purchaser for a period of 2 years for goods.

4.10 SERVICE LEVEL AGREEMENT (SLA)

No Equipment should be down for more than 1 Calendar days in a month. Otherwise, penalty of Rs. 500/- per day per equipment is liable to be imposed from the Supplier.

The successful bidder shall be required to sign the Service Level Agreement (**Annexure-II**) with the end user based on the operation requirements.

FORMAT OF PERFORMANCE BANK GUARANTEE (PBG)

To

The Chief Executive Officer
Assam State Disaster Management Authority (ASDMA)
Guwahati

OUR LETTER OF GUARANTEE No. : _____

In consideration of "ASDMA", having its office at the Assam Secretariat Complex, Dispur (INDIA) (hereinafter referred to as "ASDMA") and having entered into an agreement dated _____ / issued Purchase Order No. _____ dated _____ with /on M/s _____ (hereinafter referred to as "The Supplier").

WHEREAS, the Supplier having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated _____ / Purchase Order No. _____ dated _____ and ASDMA having agreed that the Supplier shall furnish to ASDMA a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) of the value of the Purchase Order i.e. for _____

We, _____ ("The Bank") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay upto but not exceeding _____ (say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named supplier.

This Letter of Guarantee will expire on _____ (after the completion of the warranty period) including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signatory
Manager
Seal of Bank

FORMAT FOR SERVICE LEVEL AGREEMENT

Terms of the Service Level Agreement would be as under:

For Servers ,Storage, Backup Device , etc. (Annexure-III):

1. All the supplied goods should be under THREE YEARS on site comprehensive warranty including replacement of defective spare parts.
2. Bidder guarantees an uptime of 95% for the entire system failing which a penalty of Rs. 500/- (Rs. Five hundred) per day per equipment will be recovered from the Bank Guarantee or the Payment due to the Vendor.
3. For all locations, the response time for maintenance call of equipments should not exceed 24 hours. The Service down time should not exceed 24 hours from the time at which the complaint was made for these locations. If the down time is more than the stipulated period, the Supplier will provide a stand by Service. In case the Service is not provided or an alternative Service not arranged within the stipulated period from the time of failure report then the Purchaser may choose to get the same Serviced from any other agency and the cost and expenditure incurred therein shall be recoverable from the Supplier.
4. In case the equipments are not made operational within 3 days (three days) from the lodging of the complaint, Bank Guarantee provided by the bidder to ASDMA shall be invoked in respect of equipment during warranty period.
5. All other suitable terms & conditions from the above tender would be made part of this.

The Downtime of the equipment starts from the time ASDMA's complaint is lodged/logged in at the bidder address as provided by the bidder for escalating complaints. Any delay in this shall be excluded from the availability calculations. The complaint can be logged during working hours (9.00 AM - 6.00 PM on all working days, excluding Sundays & National Holidays). Any delay in escalating a complaint shall be excluded from the availability calculations.

Technical specifications and Bill of Quantity (BoQ)

Annexure- III

1. Rack Servers :		Qty. - 4 nos.
App. Server (1 No.), Database Server (1 No.), Web server (2 Nos. on HA Cluster needs to be configured by Bidder)		
Items	Description	
Processors	2 x Intel Xeon E5-2640 v3 2.6GHz,20M Cache,8.00GT/s QPI,Turbo,HT,8C/16T (90W) Max Mem1866MHz	
Chipset	Latest OEM chipset supporting an optimized for the above processor	
Memory	RAM (min/max): 64 GB upgradable to 1.5TB DDR-4 ECC RDIMM RAM	
Hard Disk Drives	3 x 600 GB 2.5" SAS ,10K rpm - upgradeable Up to 16 Nos. 2.5" HDDs	
HDD bays	HDD bays supporting SAS, SATA, SSD and SED drives	
Optical Drive	Internal DVD-ROM drive	
I/O slots	7 x PCIe Gen3 slots	
Hardware RAID levels	Support for RAID 0,1 , 5	
Network Interface	2 x Internal Dual Gigabit adapter, Dual port 10G adapter	
Fiber Card	Dual Port 8 GBPs FC Card	
Graphics controller	Integrated Graphics with at least 16MB Video Memory	
Server Mgmt.	OEM embedded controller with IPMI 2.0 compliance and Server Management Tool from same OEM	
Ports	5 USB 2.0 ports(2 each on rear and front, 1 internal), 1 Serial, keyboard, mouse, graphics (DB-15)	
Power supplies	Redundant Platinum rated efficient Power Supply (atleast 750 Watts each) to sustain above configuration. Power Supply with 80+ Gold certified for better utilization.	
Cooling	Hot plug and redundant fans	
Industry standard support	User-selectable power cap (subsystems throttle to maintain the specified power cap), ACPI 3.0 Compliant, PCI 2.3 compliant, PXE and WOL Support, IPv4 and IPv6 support	
Industry standard certifications	The quoted server models should have the following Certifications :	
	Microsoft Windows Server2012 R2, Microsoft® Windows® HPC Server 2008, Novell SUSE Linux Enterprise Server, Red Hat Enterprise Linux,Sun Solaris, Microsoft® Windows Server® 2008 Hyper-V, VMware® ESXi Version 4.1, Citrix® XenServer 5 FCC, UL, ROHS	
	The server OEM must be ISO-14001	
Form factor	Max. 2U Rack form factor with sliding rails to fit into industry standard 19" Server Rack	
Warranty	3 Years comprehensive Onsite Warranty by OEM (NBD)	

2. Rack Server : Backup Server		(1 No.)
Items	Description	
Processors	2 x Intel Xeon E5-2640 v3 2.6GHz,20M Cache,8.00GT/s QPI,Turbo,HT,8C/16T (90W) Max Mem1866MHz	
Chipset	Latest OEM chipset supporting an optimized for the above processor	
Memory	RAM (min/max): 32 GB upgradable to 384GB DDR-3 ECC RDIMM RAM	
Hard Disk Drives	2 x 600 GB 2.5" SAS ,10K rpm - upgradeable Up to 16 Nos. 2.5" HDDs	
HDD bays	HDD bays supporting SAS, SATA, SSD and SED drives	
Optical Drive	Internal DVD-ROM drive	
I/O slots	Two PCIe slots	
Hardware RAID levels	Support for RAID 0,1 , 5	
Network Interface	2 x Internal Dual Gigabit adapter, Dual port 10G adapter	
Fiber Card	Dual Port 8 GBPs FC Card	
Graphics controller	Integrated Graphics with at least 16MB Video Memory	
Server Mgmt.	OEM embedded controller with IPMI 2.0 compliance and Server Management Tool from same OEM	
Ports	5 USB 2.0 ports(2 each on rear and front, 1 internal), 1 Serial, keyboard, mouse, graphics (DB-15)	
Power supplies	Redundant Platinum rated efficient Power Supply (atleast 750 Watts each) to sustain above configuration. Power Supply with 80+ Gold certified for better utilization.	
Cooling	Hot plug and redundant fans	
Industry standard support	User-selectable power cap (subsystems throttle to maintain the specified power cap), ACPI 3.0 Compliant, PCI 2.3 compliant, PXE and WOL Support, IPv4 and IPv6 support	
Industry standard certifications	The quoted server models should have the following Certifications :	
	Microsoft Windows Server2012 R2, Microsoft® Windows® HPC Server 2008, Novell SUSE Linux Enterprise Server, Red Hat Enterprise Linux,Sun Solaris, Microsoft® Windows Server® 2008 Hyper-V, VMware® ESXi Version 4.1, Citrix® XenServer 5 FCC, UL, ROHS	
	The server OEM must be ISO-14001	
Form factor	Max. 1U Rack form factor with sliding rails to fit into industry standard 19" Server Rack	
Warranty	3 Years comprehensive Onsite Warranty by OEM (NBD)	
3. Operating Software		(5 Nos.)
OS	Windows 2012 R2 Server (Standard Edition) with 5 Cal License & support from OEM for regular updates , patches etc.	

4. Storage (SAN)	Qty -1
	Required Specification
SAN Storage Model	Storage must feature Fibre Channel architecture. It should not be a SAN emulated on File System. The architecture should allow modular upgrades of hardware and software for investment protection.
Spindle Flexibility	The array should support the following spindles: 300GB, 600GB, 900, 1.2TB or above; 10K/ 15K RPM 1TB, 2TB, 3TB & 4TB 7K RPM NL SAS. It should support SLC and MLC / eMLC SSD drives. Mix and match of different type of spindles should be supported behind the same pair of controllers.
Array Architecture	The array should be equipped with N+N (with minimum of 2 array controllers) Nos. of array controllers for better performance redundancy.
	The storage system should be provided with 16GB Cache Memory
	The storage system should support minimum 8 x 8Gbps FC Ports, 2 x 10Gb iSCSI Ports without performing any controller upgrades
	The storage system should support minimum 4 x 6Gbps back-end each of 6 Gbps or above without performing any controller upgrades
	The SAN must support Storage based replication.
Array Features (If any of the features mentioned requires license the same should be included as part of the BOM)	Intelligently restripe data as disks are added to optimize performance.
	The Storage to include licenses for Snapshots/ Virtual disk copy & Thin Provisioning
	The SAN must allow RAID levels to be changed on the fly without taking down the server to which the volume is attached.
	The SAN must allow any LUN provided to a system configured with both types of server connectivity (fiber channel or iSCSI) and must be capable of mapping volumes from one connectivity type to the other without changing or copying the data.
	Most applications benefit from striping across multiple spindles. The array must support subsystem based striping across at least 30 spindles for enhanced performance. The striping should not be forced on all spindles and storage administrator should be given control and flexibility of data layout in the array. This should be inbuilt into the storage and should not require any host based volume manager.
Storage capacity	10TB Usable Capacity SAS 12Gb, 10K, 2.5", HDD
Storage scalability	The array should be scalable to a minimum of 160 disks of the offered configuration of the disk count behind the same controller pair by adding the appropriate number of spindles and disk shelves
Cache Protection	Cache should be mirrored between the Active-Active controllers (load balancing). The paths should be redundant (at least 2 paths) to prevent disruption if one path fails. Must support either Cache battery backup for a minimum of 72 hours or fully automatic de-stage of cache to disks or it should be non-volatile DIMM (NVDIMM) during power failure to prevent possible data loss.
No single point of failure Architecture	Storage Array should be configured in a No-Single-Point-of-Failure Architecture.
OS Support	Industry leading Operating System platforms including: Microsoft® Windows Server®, SLES, VMware®, Citrix® XenServer®, and Red Hat®
Global Hot Sparring	System should have capability to designate multiple global hot spares that can automatically be used to replace a failed drive anywhere in the system.

RAID level support	Storage system to support HARDWARE based RAID only. Must support various Hardware RAID levels such as 0, 10, 5 and 6 (Dual Parity Protection). Must support inter-mixing different RAID groups within one storage system. Different type of RAID levels should co-exist within the same array simultaneously to match different protection requirements of data.
Online RAID Group expansion	Must support online expansion of RAID Group. Must be able to add additional disks on the fly to expand the RAID group capacity.
Online LUN migration for flexibility of redeployment	The array should support online LUN migration (transparent movement of volumes within the array). The functionality should allow cross RAID migration and cross spindle migration
Array Management	Entire system must be manageable from a web-based single, secure interface without requirements for a separate management device or server. Entry-level system must have same management platform as the manufacturer's largest system in order to allow system expansion without learning curves in the future. Management system must include comprehensive online and remote monitoring abilities without third party hardware or software. At-a-glance, comparable views of current aggregate capacity statistics and overall storage resource objects for all SANs of same series from the vendor
Controller software and Non-Disruptive Upgrade	Firmware should be upgradeable for functionality improvement and enhancements. Must support non-disruptive upgrade of core software, BIOS, snapshot, clone, remote mirroring and management software without shutting down the storage system. All host-attached servers must remain fully operational during system level or maintenance upgrade procedures.
Data-in-place upgrade	Must support data-in-place upgrade of existing storage controllers to a future generation controller.
SAN Switches (Rack Mountable)	2 Nos of 24 Ports 8 GBPs SAN Switch , minimum 8 ports Active with necessary connectors, cables etc
Warranty	3 Years comprehensive Onsite Warranty by OEM (NBD)

5. DISK BACK DEVICE		Qty -1
Form factor	2U	
Internal storage	Redundant OS storage on dedicated disks (inside chassis) 12 3.5" drives, Near Line SAS-hardware RAID 6 configuration (11 drives + 1 hot spare)	
Protocol support	NFS, CIFS, Rapid NFS, Rapid CIFS, OST, RDA, NDMP, iSCSI	
Networking	minimum 2 port 10GbE & 2 port 1GbE	
Storage Capacity	The Storage should be offered with 4.5TB storage capacity and should be upgradable to 27TB using expansion shelf.	
Systems Management	Integrated Remote Management Controller with dedicated Gigabit port	
Power Supplies	Atleast 700 W dual redundant Hot pluggable power supplies	
Maximum throughput	21TB/hr with Rapid protocols6	

Certified Backup Server	CommVault Simpana; Veritas Backup Exec; and NetBackup; ARCServe; EMC Networker; Microsoft Data Protection Manager; Veeam; IBM TSM; Dell AppAssure , NetVault Backup, vRangerOracle RMAN; HP Data Protector
Warranty	3 Years comprehensive Onsite Warranty by OEM (NBD)

6. Backup Management Software

Qty - 01

Proposed solution should support complete BMR backup with incremental-forever snapshots for virtual machine and Physical server running on both Windows and Linux environment.
Proposed solution should also support latest space saving technologies like global in-line deduplication and compression as well as changed-block tracking that only transmits only changed blocks from the protected disk volume to the backup server, which can result in up to a 10X reduction in bandwidth requirements for VMs and physical servers.
Proposed solution should support universal recovery to restore from P2P, P2V, V2V, and V2P without having to wait to extract the full backup to production storage.
Proposed solution should have capability to take consistent snapshot of all Microsoft Application i.e. MSSQL, Exchange, Oracle and SharePoint.
Proposed solution should be able to detect the presence of Microsoft Exchange and SQL and its respective databases and log files, then carries out a nightly test to confirm that database application backups are fully recoverable. If any backup fails this test, a notification is automatically sent for immediate troubleshooting.
Proposed solution should provide granular email & file-level recovery for Exchange and SharePoint without additional cost.
Proposed solution should support archiving by providing long-term, low-cost backup archive data retention for SLA and regulatory compliance. Archive data is deduplicated, compressed and encrypted to maximize disk use and can span multiple devices.
Proposed solution should support Central Management Console that simplifies the process of managing and reporting on multiple backup servers distributed across an environment.
Proposed solution should support 256-Bit Advanced Encryption Standard (AES), with cipher block chaining (CBC) algorithm compliant with SHA-3, to protect backups from unauthorized access or use.
Proposed backup solution should support Service management API that provides programmatic access to all of the functionality available through the Management Console. The management REST API can be used for managing services and deployments. PowerShell scripting helps administrators automate administration and management of backup solution resources.
Proposed solution should support push client feature for agent installation.
Proposed solution should support WAN-optimized, deduplication-aware replication to efficiently move data off site to public or private clouds.
Proposed solution should support replication to managed service providers with built-in workflows that allow them to request connections and receive automatic feedback notifications.
Proposed solution should support fail-over and fail-back in replicated environments. Once the primary site is restored, the solutions can “fail-back” protection to the machines at the primary site.
Proposed solution should support seeding of baseline data to an offsite target core if the cores are separated by a slow or highly latent links.
Proposed solution should support all leading Hyper-visor such as Hyper-V, VMware and Citrix.

Proposed solution should support creation and maintaining an up-to-date, bootable standby machine on VMware or Microsoft Hyper-V machine for fast disaster recovery of all your Windows workloads including Exchange®, SharePoint and SQL.

3 Years comprehensive Onsite Warranty by OEM (NBD)

7. Anti-Virus Solution	Qty. - 5 Nos. with 10 Client
The Antivirus solution should provide enhanced antivirus protection for desktops, laptops & servers of all the attacks originating from places inside/outside of the network due to virus and/or other malicious programming code and should give appropriate warning messages	
Solution should able to Detects and blocks malicious software in real time, including viruses, worms, Trojan horses, spyware, Adware, and RootKit.	
The Antivirus solution must automatically scan external devices (Floppy disks, Compact disks, USB devices and Network shares in real-time when accessed) as soon as they are attached to PC, Server, Laptop etc.	
Anti-Virus Software must have the capability to clean, Quarantine or delete Viruses and should be able to detect new classes of viruses by normal virus definition update mechanisms	
The Antivirus Solution technology should include a behavioral based technology apart from providing the signatures for vulnerability add heuristic based approach. It should be able to score both good and bad behaviors of unknown applications, enhancing detection and reducing false positives without the need to create rule-based configurations to provide protection from unseen threats i.e. zero-day threats.	
The Antivirus solution must scan compressed file formats like ZIP, ARJ GZIP, BZ2,JAR,, RAR,LHZ,TAR Microsoft compressed tile etc.	
The Antivirus solution Should have a Centralized Management Console & Shall manage the anti-virus programs on the network from a single web-based console.	
Antivirus Solution should be capable of deploying Antivirus on all desktop and servers attached to the network centrally It should also able to generate the information reports such as Antivirus coverage, Virus definition update. Virus infection detected and action performed etc	
The Antivirus solution must provide a mechanism for developing and deploying policy to each system! node with respect to scheduling scan jobs, real-time scan settings, signature distribution, alerting and analysis etc.	
The Antivirus solution Should Support Multi -Platform operating system(Windows , Mac, Linux) and the same should be managed from a single Centralised Management cosole	
Antivirus solution should support integration with Active directory for directory structure of computers for better management & Should have logical group based on IP addresses (Subnets),	
Antivirus solution Should have a Single, Configurable Installation with centralized configuration & policy management & Should have a Common Distribution Mechanism via combination of push & pull Technology for better BW management	
Anti virus Should be capable of pushing client installation from a centralized location and it should also support manual installation of client Via network share .	

Automatic update of Antivirus Server from Vendor Site & client should get update from the local Server & If updating from the Primary Server fails for any reason (such as the user being off the network) an attempt should be made to contact the Secondary Server (I.e Vendor site)

Antivirus should provide centralized event logging to locate and cure virus problems.

Administrator Should be able to initiate virus sweeps remotely in case of an outbreak.

Administrator should have flexibility to schedule Scan and update at the endpoints from central Server.

Administrator must be able to distribute new and update anti-virus software, virus definitions and Policies automatically to clients and servers from a central location .

Antivirus should provide a feature for the roll back of malware actions during disinfection(Roll back means rolling back the changes made to the file system (creating, relocating,renaming files) and registry keys

Solution should provide web antivirus features which should analyse site address and block access to dangerous sites & Scan the object downloaded over HTTP

Solution should have file antivirus with following technologies a) Signature based analyses b) heuristic based analyses c) iSwift & ichecker based scanning

Solution should provide mail antivirus features which should protect from the threats that e-mail message may contain & Meessages should be intercepted at the protocol level (POP3 & SMTP level)and by embedding into the most popular mail clients.

Solution should provide IM antivirus features which should protect from the threats that IM attachment may contain & and it should support the following Instant mesaging applications: ICQ,MSN,AIM,MAIL.RU AGENT & IRC

Solution should provide a webconsole feature that works via a browser (The websole should be used for creating reports and performing simple operations with computers I.e viewing the status,relocating,Installing Antivirus

Solution should provide Application privilege control to regulate the activitiesof the running programs,namely,access to the file system and registry as well as interaction with other programs .

Antivirus Solution should provide Application startup Control module with the ability to grant, block and audit application launch based on administrator-applied policies.

Antivirus Solution should provide Device-control module with ability to control usage of unknown or unwanted devices, reducing the risk of data loss , White list categories (based on serial numbers) & Temporary grant access to acess block device

Solution should provide tamper protection featutres i.e user who does not know the password may not able to change the existing policy,exit or uninstall the antivirus solution.

The proposed solution should have Predefined rules for hundreds of the most commonly used applications reduce time spent on configuring the firewall

The Firewall module should have rule-base approach, with administrator defined rules

The Firewall module should have feature to allow or block certain network traffic, based on port-number / protocol and based on network address.

The Firewall module should monitor the traffic from the applications installed on that endpoint. Specific rules can be created to block certain applications's network traffic.

The solution should have HIPS module, which could protect the endpoint from network based attacks. The signatures for HIPS should be regularly updates to identify latest network attacks for endpoints.

The endpoint solution should have a feature to detect network attacks originating from a computer, and then block the traffic from that computer.
The Firewall module should have option to create network subnets like Public, Trusted, Local etc, and accordingly the network traffic flowing rules should be created.
The firewall module should have option to automatically categorize the applications in Trusted, Low Restricted, High Restricted, Untrusted etc, and accordingly the application's network traffic should be allowed
Firewall should allow creation of inbound or outbound traffic restriction rules
Alerts on virus activity should be passed on to administrator
Antivirus Solution should provide webcontrol module with the ability to monitor and filter users' browser activities by category, content and data type regardless of workstation location.
Solution should provide Mobile device security & Mobile device Management (MDM) feature & it should supports Active Directory, Microsoft Exchange ActiveSync and Apple MDM Server.
Solution should provide management visibility and security for mobile endpoints — without the complexity of a separate solution.
Solution should provide Antimalware feature for Mobile devices and should use the power of the cloud to provide rapid protection against new and emerging threats.
Solution should provide Multi-level defence technologies for mobile devices (E.g. Anti-spam technology to filter out unwanted calls and text messages) it should also have Safe Browser feature for iOS devices to protect against phishing websites.
Solution should have feature to Enforce encryption on each user's mobile device and should offer a convenient way to enforce the use of the encryption technologies that are resident within the mobile device — so we can easily ensure that all data on the device is encrypted or just encrypt all of the corporate data that's held within a special container on the user's device.
Solution should support Bring Your Own Device (BYOD) initiatives and should include containerisation features — to help ensure corporate data and personal data are held in separate containers on the user's device.
Solution should have special Anti-theft features that should help to minimise the risk of security breaches that can result from a lost or stolen device.
Solution should have Remote Lock, Find and Wipe features (E.g. Administrator can remotely lock a mobile device, find the device's approximate location he can also choose to wipe corporate data from the device and return the device to its original factory settings.
Solution should have a feature which can help administrator in Controlling a lost device... even when its SIM has been changed
Solution should have a Mobile device management (MDM) feature with extensive mobile device management functionality — to give administrator easy and rapid control over all mobile security functions.
Vendor Should have 24x7 anti-malware laboratory analysis centers to provide proactive rapid protection against known and unknown threats
Vendor should be ICSA (International computer security association), Check Mark(West coast Labs) , AV Comparitives & VB 100 certified.

Proposed Solution should be a ' Leader ' in the Magic Quadrant for Endpoint protection Platform for last 3 years.
OEM should have there own Database Engine .
3 years Support from OEM

8. 10 G Ethernet Switch		Qty -1
Parameters	Description	
Device Type	L2 switch with IPv6 support (Dual Stack)	
Ports Qty	24 ports of 10G SFP + ports inbuilt/populated with respective transceiver to fulfill connectivity to Upstream Appliances and proposed Servers	
Switching Capacity	480 Gbps or more	
Forwarding rate	350 Mpps or more	
MAC Address support	32000 MAC addresses or more	
Packet buffer memory	16 Mb or above	
Priority queues per port	8	
SNMP monitoring and CLI	SNMP monitoring and CLI	
Management	Dedicated management/ Console Port	
Form Factor	Max 1 RU	
VLAN	Should support for 255 VLANs or more	
Security	Mac filtering , Port Security	
Additional features	Support for STP,RSTP,LACP (Etherchannel),dot1q encapsulation	
Support	3 Years On-site comprehensive warranty	

9. 1 U Console		Qty -1
Screen Size	Integrated KVM console with 17" LCD monitor – in a Slideaway housing	
Flexibility	LCD module rotates up to 115 degrees for a more comfortable viewing angle	
Compatibility	Compatible with most PS/2 KVM Switches	
Power	Internal power built in	
	Adjustable depth to fit within a rack	
Resolution	High video resolution:-Up to 1280 x 1024 @75Hz-Supports DDC, DDC2, DDC2B	
	DDC emulation – VGA settings of every connected computer are automatically adjusted for optimal output to the LCD monitor	
Form Factor	Rack mountable in 19" (1U) system rack.	
Support	3 Years On-site comprehensive warranty	

10. KVM Switch	Qty -1
One USB-PS/2 console controls up to 16 Servers	
Dual Interface - supports computers and console with PS/2 or USB keyboards and mice	
Multiplatform support - Windows, Linux, Mac	
Video DynaSync - stores the console monitor's EDID (Extended Display Identification Data) to optimize display resolution	
Should Support multimedia USB keyboards for PC, Mac	
Auto PS/2 and USB interface detection	
USB / PS/2 keyboard and mouse emulation - computers boot even when the console focus is elsewhere	
Superior video quality - up to 2048 x 1536; DDC2B	
Computer selection via front panel pushbuttons, hotkeys and multilingual on-screen display (OSD) menu	
Two level password security; only authorized users view and control computers; up to four users and an administrator with separate profiles for each	
Auto Scan feature for monitoring user-selected computers	
Hot pluggable - add or remove computers without having to power down the switch	
Buzzer on/off via hotkey and OSD	
Firmware upgradable	
Shelf mountable desktop model	
Push buttons, Hotkeys, OSD	

11. 11. 42U Rack	Qty - 1
Basic Structure	<p>Rack should be of All Steel Construction with powder coated finish. Rack design should enable shipping of the rack in (CKD) Completely Knock Down condition and it should permit an easy assembly of the racks at site as per the requirement at site. All Steel structure of frames and depth mounting channels should rest positively fastened onto the integral Plinth of box like Configuration. Thus ensuring the higher level of Rigidity of the Basic rack skeleton while effectively distributing and transferring the entire load to integrated Plinth. Construction of all direct load bearing structural members like Frames, Plinth and Vertical Mounting rails should not be less than 2.0mm CRCA Steel. Integral Plinth should have provision for Cable Entry on rear and two sides along with cable entry gland plate on the top face of the Plinth. Minimum opening of this top gland plate on the plinth should be at least 300mm x 300mm with separate opening for electrical / power cables entry.</p>

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Plinth & Castors	The plinth should also have provision to mount castors (4 Nos.) and Leveling Feet – (4 Nos.) simultaneously. This is required for the facility of moving the rack while installation process and then resting the same rigidly at the final location. When the rack is resting on the leveling feet, castors should not touch the ground surface. (All castors should be without any brake or any other locking mechanism)
Front Door	Front door – Fully perforated with HEX Mesh should be provided with 2 locks for the security purpose. This door should have provision to get mounted on Right or Left side of the rack front. This means that it should be possible to change the door configuration from Left to Right at site. It should also be possible to open this door by 180 Degrees to ensure proper approach to front of rack.
Rear Door	Rear door should be completely perforated to facilitate the air circulation at the maximum without offering any resistance to the same. Ideally, it should be possible to remove it easily and should have 2 locks for the security purpose. Rear doors should have provision to mount fan trays.
Side panel	Side Panels should be easily removable type along with the provision for locking. Ideally, the panels should have latching arrangement to facilitate easy removal and putting back the panel along with locks for the security purpose.
Space	Height - The Rack should Provide 42U Usable Space.
	Width – The rack should be 800mmW with 19" mounting provision
	Depth – The rack should be at least 1000mmD. Usable Depth should be not less than 900mm
Load Bearing Capacity	Load carrying capacity of rack should be 1000 Kg.
Mounting Provisions	Mounting rails (for Standard 19" mounting) should be made up of steel. (Minimum 2.0mm thickness) and should be of Multi-fold design for enhanced loading capacity and rigidity. It should have unique U Marking along with U locator notch. U Number Markings should be clearly visible even after mounting of the equipment.
Cable Management	For achieving 19" Mounting Format in these 800 Wide Racks, 100mm Reducing Channels should be provided. These should have a dual functionality of providing 100mm x 100mm cabling space along with recessing for the 19" mounting format. (These 100mm reducers should not be in the form of just a block or a tray and should have depth of 100mm at least.)
	Two vertical cable managers to be provided in the rack in the form of Cable Wire Baskets. These baskets should offer the maximum flexibility by way of the cable dressing and routing provision. Construction should be of the wires of Dia.

	5mm so as to avoid any sharp edges and easy manageability of various cables.
Heat Management	Top roof should be well ventilated, especially with ventilation provided on the vertical side of the roof. This will greatly enhance the hot air outflow while in operation. Roof should also have provision to mount the cooling fan trays. It should be possible to mount at least 4 nos. of 90 CFM cooling fans on this roof and in addition there should be space for the cable entry from the top.
Powder Coating Details	Thickness of powder coating should be 60 microns or more.
	Colour of the cabinet should be : As per customer choice
Thickness of Material	The structure and all its components should be made from CRCA Steel Material – at least 1.2mm thick
Shelving Options	The rack should be provided with 1 Heavy Duty Shelf of 727mmD
Power Management	Vertical power distribution units provided should have 12 outlets of 5/15 amp capacity. These should be split in to two internal circuits so as to avoid overloading of the interconnection cables inside the unit. All cables used should be of ISI grade with 2.5sq mm cross sectional area. All the connecting ends must be tinned so as to avoid any loose wire strands. Rack should have the appropriate mounting provision for the multiple of these PDUs at the rear of the rack.

12. 15 KVA ON-LINE UPS WITH INBUILT ISOLATION TRANSFORMER & 60 MINS BACK-UP Qty -1	
Technology	True On-Line Double Conversion UPS with PWM-IGBT technology.
Capacity	15 KVA/13.5 KW @ 0.9 p.f. On-Line UPS with Inbuilt Isolation Transformer.
AC Input Voltage Range	300-470 V AC, 3 Phase
Surge Protection Device	UPS should have inbuilt 3 Phase, Type 2 surge arrester (40kA) according to EN 61643-11. It should provide Lightning Protection (according to IEC 1312-1 and EN 62305) through equi-potential bonding and eliminate transient overvoltage, originating during atmospheric discharges or switching processes. (Datasheet of SPD should be provided else bid may be rejected)
Input Frequency	50Hz ± 10% (Suitable for Generators)
AC Output Voltage	230 V AC, 1-phase ± 1% (Sine Wave Output)
Output Frequency	50 Hz ± 0.05 Hz
Overload Capacity	125% for 10 minutes, 150% for 60 seconds
Crest Factor	Better than 4:1
Isolation Transformer	UPS output should be fully isolated by double conversion and inbuilt isolation transformer within the UPS cabinet itself. External transformer shall not be considered.
Indications & Audible Alarms	Mains On, Inverter On, Overload, Load On Mains, Load On Battery, Battery Low

Digital Metering	LCD display for measurement of AC Voltage, Battery voltage, Battery Current, Load Current, Output frequency.
Battery Back-up & Other Details	The system must be capable of providing requisite battery back-up time of 60 minutes using 12V, VRLA Sealed Maintenance Free Batteries.
	Required VAH : 33,600 VAH for 60 minutes
	Only single string battery bank to be used. (No paralleling of Batteries)
Certification	Battery make: EXIDE/QUANTA/UPLUS/ROCKET
	<ul style="list-style-type: none"> • CE Certification(confirming to IEC 62040-1 & IEC 62040-2 Standards) • ISO 9001, ISO 14001, OHSAS 18001 certified. • RoHS Compliance
	Copies of the above certifications should be submitted with the technical Bid (compulsory).
After Sales Support & Manufacturer's Credibility	UPS OEM should have a dedicated Toll Free No. for service call logging & resolution
Support	3 Years On-site comprehensive warranty

Handwritten signature

Price Bid Schedule

Sl. No.	Item	Make	Model	Qty.	Unit Price (in Rs.)	Sales Tax (in Rs.)/VAT	Service Tax (in Rs.)/VAT	FOR Destination price (where applicable)	Total Cost (in Rs.)
1 (i)	Application Server			1					
1(ii)	Database Server			1					
1 (iii)	Web Server (on HA Cluster)			2					
2.	Backup Server			1					
3.	Operating Software			5					
4.	SAN (storage)			1					
5.	Disk Backup			1					
6.	Backup Software			1					
7.	Anti-Virus Software			5					
8.	Ethernet Switch (10G)			1					
9.	1U Console			1					
10.	KVM Switch			1					
11.	42U Rack			1					
12.	15 KVA UPS			1					

List of Project Sites

S. No.	Deliver & Installation site	Geographical Location
1.	Head Quarter/ASDMA	Assam State Disaster Management Authority, Dispur, Guwahati



Form of Contract Agreement
AGREEMENT

This Agreement, made the _____ day of _____ 2016, by and between

(name and address of Purchaser hereinafter called "the Purchaser") and

(name and address of Supplier hereinafter called "the Supplier") of the other part.

Whereas the Purchaser is desirous that the Supplier execute _____

(name and identification number of Contract hereinafter called "the Contract")

and the Purchaser has accepted the Bid/Quotation submitted by the Supplier for the execution and completion of such Contract.

Now this Agreement witnesses 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 hereafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to execute and complete the Contract in conformity in all respects with the provisions of the Contract.
3. The Purchaser hereby covenants to pay the Supplier in consideration of the execution and completion of the Contract the Contract Price 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.
4. The General Conditions and Special Conditions of the contract document (enclosed) as contained in the Tender Document. No. RGR/ASDMA/19/2015/78, dated 13.07.2016, constitutes part of this contract agreement and terms and conditions contained therein will be binding on the Purchaser and the Supplier.

In Witness whereof the parties hereto have caused this Agreement to be executed on _____, 2016

Signed By _____ (the Purchaser)

Signed By _____ (the Supplier)

Evaluation Matrix

Annexure-VIII

Sl. No.	Bid Components	Weightage in Technical Score	Minimum Qualification Score	
1	Experience of the Firm	20 marks	10 marks	
	Proven experience for delivery of Server & Storage/Backup Device etc. and installation, integration & maintenance of the same in Govt./ PSUs/autonomous bodies/Authority for at least one projects of value not less Rs 20 Lakhs each during last 3 years			
	1 Order.			10 marks
	2 Order			15 marks
	3 or above order			20 marks
2	Qualification of Technical Experts/ Service Centre	30 marks	15 marks	
	Service Team/ Centre of the Bidder (provide the details of Service Centres/service team in Assam)			
	1. Service Centre in Guwahati, Assam			5 marks
	2. i. B.E/ B.Tech. Engineers 2-5 nos. (CV of Engg. needs to be enclosed with the bid) ii. B.E/ B.Tech. Engineers 6-10 nos. (CV of Engg. needs to be enclosed with the bid)			10 marks 15 marks
3. Experience of the Engineers on installation, integration & maintenance Server & Storage/Backup Device etc.	10 marks			
3	Technical Specification Comparison between Technical Specification and offered Specification	50 marks	25 marks	
Total		100 marks	50 marks	

