# **Tender for Supply & Installation of Server**



# ST & SC Development Department

# Govt. of Odisha

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# NIT No. – EDN-I (H)-03/2012

The ST & SC Development Department, Govt. of Odisha, invites sealed tenders for supply and installation of Server of reputed brand like HP/ Dell/ IBM etc. from OEMs or their authorized distributors / dealers having sufficient experience and credentials for successful supply installation and warranty support of similar nature of work as per the specifications given within this Tender Document. The bidder must also have adequate Service Engineer for providing warranty services within stipulated time. The Server will need to be supplied and installed in Bhubaneswar at IT Centre, Govt. of Odisha Secretariat, Bhubaneswar – 1.

# **Important Dates:**

Availability of Tender document in the	22-JAN-2013
website from	
Pre-Bid Meeting	30-JAN-2013 at 3:30 PM
Last Date for Submission	12-FEB-2013 up to 3:00 PM
Technical Bid Opening	12-FEB-2013 at 4:00 PM
Place of submitting and opening of bids	Director, SCSTRTI, CRP Square,
	Bhubaneswar -3, Odisha

Interested firms/ Institutions/ organizations are requested to follow the schedule given above. Tender document can be downloaded from web site: <u>www.stscodisha.gov.in</u> or <u>www.odisha.gov.in/portal/viewdetailstender.asp</u>. Queries pertaining to the Tender document can be communicated to the Department in the mail ID pmussdodisha@gmail.com, stscdev@gmail.com.

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### 1. Introduction & Issuer

The ST & SC Development Department, Govt. of Odisha, invites sealed tenders for supply and installation of Server of reputed brand (preferably HP/ Dell/ IBM etc) from OEMs or their authorized distributors / dealers having sufficient experience and credentials for successful supply installation and warranty support of similar nature of work as per the specifications given within in this Tender Document. The bidder must also have adequate Service Engineer for providing warranty services within stipulated time. The Server will need to be supplied and installed in Bhubaneswar at IT Centre, Govt. of Odisha Secretariat, Bhubaneswar – 1.

The eligible bidders may submit their tender in prescribed manner to reach the Director, Scheduled Caste & Scheduled Tribe Research and Training Institute (SCSTRTI), CRP Square, Bhubaneswar-3, Odisha latest by 12-FEB-2013 3.00 PM.

# 2. Tender Fee

The Tender document is available at a non-refundable cost of ₹ 1000/- (Rupees One Thousand Only) in form of a Demand Draft from any scheduled bank, payable at Bhubaneswar in favour of the Director, SCSTRTI. The soft copy of the Tender document may be downloaded from the department website: <u>www.stscodisha.gov.in</u> or <u>www.odisha.gov.in/portal/viewdetailstender.asp</u>. A bid submitted without the Tender Fee would be summarily rejected.

# **3. Earnest Money Deposit**

A refundable amount ₹ 20,000 (Rupees Twenty Thousand only) towards Earnest Money Deposit in form of a Demand Draft favouring the Director, SCSTRTI payable at Bhubaneswar is to be submitted along with the tender. A bid submitted without the Earnest Money Deposit would be summarily rejected.

The EMD of the unsuccessful bidders would be returned within one month of publication of shortlisting of bidders after Technical Evaluation. In case of shortlisted bidders, the EMD will be retained till the evaluation process is complete.

# 4. Critical Information

- A) Bidder firms/ agencies/ institutions/ organizations are advised to study this document carefully before submitting their proposals in response to the Tender Notice. Submission of a tender in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- B) Bidders are requested to attend a pre-bid conference on 30-JAN-2013 as per details provided below.

Sl.	Information	Details
1.	NIT No. and Date	
2.	Last date for submission of written	22-JAN-2013 up to 5.30 PM.
	queries/ email queries for clarifications	
3.	Date of pre-bid conference	30-JAN-2013 at 3.30 PM.
4.	Release of response to clarifications	03-FEB-2013
		www.stscodisha.gov.in or
		www.odisha.gov.in/portal/viewdetailstender.asp
5.	Tender Fee	₹ 1000/- (Rupees One Thousand Only)

Tender for Supply & Installation of Server

6.	Earnest Money deposit	₹ 20000/- (Rupees Twenty Thousand Only)
7.	Last date for submission of Bids	12-FEB-2013 up to 3.00 PM.
8.	Technical Bid opening	12-FEB-2013 at 4.00 PM.
10.	Addressee and Address at which	Director,
	Bid is to be submitted	SCSTRTI
		CRP Square,
		Bhubaneswar-3, Odisha

# 5. Scope

The tender is for the supply & installation of Server of reputed brand like HP/ Dell/ IBM etc. as per the specified technical specification in this document. The Server is for the use of the ST & SC Development Department for the purpose of hosting/ deploying e-Governance applications of the Department. The Server will need to be supplied and installed in Bhubaneswar at IT Centre, Govt. of Odisha Secretariat, Bhubaneswar – 1.

Total numbers of Server -01

The ST & SC Development Department intended to select single or different models of any particular or different make with rates by this tender process. The ST & SC Development Department can choose and take any of the approved models. The selected firm would provide the after sales services and the warranty facilities as per the agreed terms and conditions. The Scope of work includes supply, delivery, installation, commissioning, testing, and performance of warranty obligation. At the time of placing supply order the Department reserves the right to increase or decrease the quantity of goods from the quantity specified in this tender.

#### 6. Technical Specification of Server

The technical specification for procurement of the server is as proposed below. The bidders are expected to prepare their technical & financial bid complying/ matching to the technical specification. In case of any deviation, the same should be stated clearly along with the reasons for the deviation. However deviation if any should be as minimum as possible and in the higher side to the proposed technical specification. The Department reserves the right to revise or alter the specifications before acceptance of any tender and accept or reject any or all tenders, wholly or partly or close the tender without assigning any reason whatsoever.

Sl.	Component	Specification		
1.	CPU	2 x Intel Xeon MP Quad Core E7420 @ 2.13 GHz, R910 CPU 1066 MHz FSB, 8MB L3 Cache		
2.	Motherboard	Make: OEM Chip set: Intel E7300		
3.	Bus Architecture	4 x PCL-E x 8		
4.	Memory	16GB DDR3 RAM 1066MHz with ECC, expandable up to 32GB		
5.	Hard Disk Drive	5x 147GB 15K RPM SAS Hot-Swap HDD		
6.	Bays	8 HSSASHDDs		
7.	Optical Drive	48X 24X 48X or higher Speed CD R/W and 16X or higher Speed DVD (Internal)		
8.	Networking Interface	Dual Gigabit Ethernet Controllers with IOAT		
9.	Networking	Dual LAN (10/100/1000) Network Card with asset Feature tracking and security management, remote wake up		

10.	Graphics	Onboard Video 16MB	
11.	Hot-swap components	Power supply, fans and hard disk drives (HSRP)	
12.	Operating System	Windows Server 2008 Enterprise Edition [With Client Access License (CAL) and media]	
13.	Certification	Server should be certified for Linux/ Windows 2003 and above. Linux Cluster Certification and Rack Application Cluster (RAC) support	
14.	Interface Card	Host Bus Adapter (HBA) Card with support for Card 2GB Fiber Channel along with necessary drivers	
15.	Chassis	4U Rack Mount	
16.	<b>Cooling Fans</b>	2xHSFan	
17.	Drive Controller	RAID Controller and RAID 0, 1 & 5	
18.	Power Supply	Redundant Power Supply	
19.	Accessories	Standard Fiber Patch Cable of 5 Meters length	
20.	Warranty	Three Years Comprehensive On-site	
21.	Monitor	43.2 cm (17") TFT/wide TFT, TCO-03 or TCO-99 Certified.	
22.	Video Controller	To support VGA or above resolution	
23.	Keyboard	101 Keys Keyboard	
24.	Mouse	Optical Mouse	
25.	Ports	3 USB Port, 1 Serial Port	
26.	Op. Sys S/W	Windows 2008 Server	
27.	Antivirus S/W	Three Years Branded Antivirus licence for Server	

# 7. Validity of proposal

Quoted rates must be valid for a period of 180 days from the date of the opening of the financial bids of tender. The overall offer for the assignment and bidder quoted price shall remain unchanged during the period of validity. In case the bidder withdraws his offer during the validity period, bid will be rejected and the earnest money deposit shall be fortified without assigning any reason thereof. The bidder should also be ready to extend the validity, if required.

# 8. Delivery & Installation:

All goods ordered should be delivered within 06 weeks from the date of the issue of the purchase order and satisfactory installation / commissioning and handover of the equipment will be completed within 02 weeks from the date of receipt of the material at the Secretariat IT Centre (Bhubaneswar) premises and it will be ready to use within 10 weeks on faultless working condition from the date of the issue of the purchase order or within such time as may be extended by the ST & SC Development Department.

The satisfactory installation / commissioning and handing over of the equipment mean the faultless functioning of the equipment for a minimum period of 90 days from the date of installation.

*Liquidated Damage:* If the selected bidder fails in satisfactory installation & commissioning of the equipment and / or which is not ready to use in stipulated time then penalty at the rate of 0.5% of the order value per week subject to maximum of 10% will be deducted.

#### 9. Guarantee / Warranty:

The tender must be quoted with three years comprehensive on-site Warranty / Guarantee and it will be started from the date of the satisfactory installation / commissioning of equipment against the defect of any manufacturing, workmanship and poor quality of components and the bidder also give the guarantee / warranty declaration in prescribed format as attached with the tender as Form-VI.

*Downtime:* During the warranty period not more than 5% downtime will be permissible. For downtime exceeding 1%, penalty equal to 1/365 of the 5% of the order value per day may be imposed. Downtime will be counted from the date and time of the filing of complaint with in the business hours.

#### **10. Training of Personnel's**

The successful bidder shall be required to undertake to provide the technical training for personnel's involved in the use of the equipment, immediately after completing the installation of the equipment's, for a minimum period of fortnight at the company cost.

#### **11. Award of Contract**

After the due evaluation of financial bid(s), the ST & SC Development Department will award the contract to the lowest evaluated tenderer.

#### **12. Performance Security**

Performance Bank Guarantee for an amount equal to 10% of the contract value from a Nationalized Bank valid for 39 months from the date of successful installation of the machines and acceptance, is required to be submitted as a performance guarantee to cover the warranty period.

#### **13. Payment Terms**

No advance payment shall be made. 90% of the payment shall be released on successful satisfactory installation of Server to be certified by firm's engineer jointly with authorized Department representative. The balance 10% payment shall be released against BG /on successful completion of three years warranty to be certified by authorized Department representative.

#### **14. Site Preparation**

The supplier shall inform to the ST & SC Development Department about the site preparation, if any, needed for installation of the equipment, immediately after receipt of the purchase order. The Supplier must provide the complete details regarding space and all others infrastructural requirements needed for the equipment, which the ST & SC Development Department should arrange before the arrival of equipment to ensure its timely installation and smooth operation thereafter.

The Supplier may visit the Odisha Secretariat IT Centre and see the site whether the equipment is to be installed and may offer his advice and render assistance to ST & SC Development Department in the preparation of the site and other pre-installation requirements.

#### **15. Eligibility Criteria**

A) The bidder should be a profit making company for the preceding three financial years.

B) The bidder should be an OEM/ Authorized Partner. Authorization letter from Original Equipment Manufacturer (OEM) in favour of authorized firm/ agency to bid / negotiate against

this tender, must be enclosed with the technical bid. The proforma of the authorization letter is attached with the tender document as Form – IV.

- C) Bidder should have trouble free track record of supplying machines. (Purchaser reserves the right to ask for satisfactory performance certificate against supply by the bidder within a short period of time).
- D) Bidder should have turnover of more than Rupees Ten Lakhs per annum in the sales/services of Server during last two financial years. Audited Balance sheet and profit and loss account statement for 2010-11 and 2011-12 to be submitted along with the bid.
- E) Bidder should have registration of Sales Tax/V.A.T. TIN, and PAN Registration. Documentary proof the same will need to be enclosed.
- F) Bidder must have executed orders for similar hardware in preceding 2 (two) financial years (i.e. 2010-11 and 2011-12).
- G) The selected firm must have adequate arrangements within the state of Odisha to be able to execute warranty obligations & provide the after sales services and the warranty facilities as per the agreed terms and conditions.
- H) Equipment offered should carry on-site comprehensive warranty support at least for three years from OEM covering parts, labour and on-site repair /replacement from the date of installation of the server.
- I) The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements.

#### 16. How to Apply

#### A) Technical & Commercial Bid

The interested Agencies / Firms need to submit their proposals on or before the closing date. The proposal should comprise of following two parts:

#### a) Technical Bid

The technical bid would comprise of and should explain the followings strictly in the same order:

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- i) Executive Summary ii) Bidder Details \_
- iii) Authorization from OEM for bidding
- iv) Certificate of Guarantee / Warranty
- v) Compliance to Technical Specification vi) Relevant Experience
- as prescribed in Form I
- as prescribed in Form III
- as prescribed in Form IV
- as prescribed in Form V
- as prescribed in Form VII
- as prescribed in Form VIII

#### b) Financial Bid

Financial Bid should contain the cost of the server being proposed by the bidder. The bidder shall quote the prices in INR of goods and services inclusive of all duties and all taxes, freight, levies, or charges up to the destination. The prices quoted shall remain firm and fixed for the duration of the validity and shall not be subject to adjustment on any account.

For evaluation of the financial bid, the amount indicated in words would be taken as the correct financial bid in case there is any discrepancy between the amounts indicated in figures and in words. The bidder has strictly to use the prescribed tabulated format for financial Bid as prescribed in Form IX.

#### **B)** Format & signing of proposal

- a) The Bidder would provide all the information as per formats specified in this Tender document and any deviation from the formats shall be rejected. ST & SC Development Department would evaluate only those proposals that are received in the required format and are complete in all respects.
- b) The bid document and its copy shall be typed or written in indelible ink and each page shall be initialled and stamped by the Bidder in original. Alterations, omissions, additions, or any other amendments made to the proposal shall be initialled by the authorized signatory properly.
- c) All pages of the proposal must be sequentially numbered and shall be initialled by the Authorized Representative of the bidder.

#### C) Language

The proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by Bidder with the proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language duly certified appropriately.

#### **D)** Submission of Proposals

- a) The Bidder shall prepare and submit one Original Technical Bid Proposal as per the prescribed format in a separate sealed envelope, which will be marked "ORIGINAL Technical Bid". In addition, the Bidder shall make one additional copy of the Technical Bid Proposal in a separate sealed envelope, which will be marked "COPY of Technical Bid". In the event of any discrepancy between the original and the copy, the original shall prevail.
- b) The Bidder shall prepare and submit one Original Financial Bid Proposal as per the prescribed format in a separate sealed envelope, which will be marked "ORIGINAL Financial Bid". In addition, the Bidder shall submit one additional copy of the Financial Bid Proposal in a separate sealed envelope, which will be marked "COPY of Financial Bid". In the event of any discrepancy between the original and the copy, the original shall prevail. All financial aspects must be covered, wherein all aspects having mentioned in particular. No changes in costing of any component/ aspect will be allowed at later stages; hence Bidders are requested to finalize the costing accordingly.
- c) All the proposals in separately sealed envelopes as instructed above should be submitted in a sealed single outer envelope. The proposal can be submitted either personally or by post ensuring that the proposal has reached to the designated office on or before the last date and time of the submission.
- d) The outer envelope clearly marked as "Bid for Server for ST & SC Development Department <<No.>> from << Bidder Name & Address>>" shall be addressed to: -Director Scheduled Caste & Scheduled Tribe Research & Training Institute (SCSTRTI) CRP Square Bhubaneswar-3 Odisha

- e) If the envelopes are not sealed and marked as instructed above, the Department assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.
- f) The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered & rejected. No correspondence will be entertained on this matter.
- g) Proposals must be received at the address specified above latest by 3:00 PM on 12-FEB-2013. Any proposal received by the Department after the above deadline shall be rejected and returned unopened to the Bidder.
- h) Department shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- i) Department reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

#### **E)** Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the tender document carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the Tender document with full understanding of its implications.
- b) The response to this notice should be full and complete in all respects. Failure to furnish all information required by the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the Bidder's risk and may result in rejection of its Proposal.

#### **17. Tender Evaluation**

All bids and all supporting documents / documentary evidence would be evaluated by a Tender Evaluation Committee (TEC) constituted by the Department to determine whether the bids received are complete in all respects as specified in the tender document. Inability to submit requisite supporting documents / documentary evidence/ attend to the queries of the TEC shall be rejected. The Tender Evaluation Committee may ask for meetings with the bidder in course of evaluation. The decision of the Tender Evaluation Committee in the evaluation of responses to the Expression of Interest shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.

The evaluation of the proposals shall be done in two stages as:

#### A) Stage – I (Technical Evaluation)

Technical evaluation of the proposals shall be done in two stages as:

- a) Sub Stage A (Essential pre-qualification criteria)
  - i) All the bids would be examined to determine that these qualify against the essential prequalification criteria, whether bidder has submitted the EMD & Tender fee with the technical bid, whether all the documents as mentioned / or required in the tender document to be submitted with the technical bid, has submitted, whether all the documents are in the prescribed format and has been properly signed & stamped and whether the bid are completed and generally in order.
  - ii) Tender(s) who will not qualify Sub-stage A shall be rejected.

- b) Sub Stage B (Technical Specification)
  - i) The TEC will examine the detailed technical specification of the quoted model, whether these are complying with the specification as mentioned in the tender.
  - ii) The bid which is not complying with the tender specification will be rejected. The Tender Evaluation Committee reserves the right to accept/ reject any proposal on the basis of any deviations.
  - iii) After evaluation of the technical bid(s), a list of the bidder(s) who qualify the technical evaluation (Sub Stage A & B) shall be made. Short-listed bidder(s) shall be informed for the date, time and place of opening of the financial bid(s) and they may depute their representative/s to attend the opening of the financial bid(s). The financial bid(s) of the only technically qualified tenderer(s) will be opened.

#### **B)** Stage – II (Financial Evaluation)

The financial bid(s) of the only technically qualified bidder(s) will be opened for financial evaluation. For evaluation of the financial bid, the amount indicated in words would be taken as the correct financial bid in case there is any discrepancy between the amounts indicated in figures and in words.

The bidder whose offered product meets / exceeds the specification's in Annexure-I and whose evaluated price is found to be lowest (L-1), shall be considered for placement of Purchase Order for supply and installation of the product.

#### **18.** General Instructions to Bidders

#### A) Documents comprising of bidder's Proposal

The response submitted by the bidder shall comprise the following documents:

1.	Covering Letter	Form-II
2.	Summary Executive	Form I
3.	Bidders Details	Form III
4.	Authorization from OEM for bidding in the letterhead from the OEM	Form IV
5.	Certificate of Guarantee/ warranty	Form V
6.	Declaration Regarding Blacklisting/Debarring for Taking Part in	Form VI
	Tender	
7.	Compliance to Technical Specification	Form VII
8.	Relevant Project Experience	Form VIII
9.	Financial Bid	Form IX
10.	The bidder firm /agency should have made a payment of ₹1000	DD for ₹1000/-
	(Rupees Four thousand only) for the tender Document (Tender Cost)	must be
		furnished.
11.	The bidder firm /agency should have made a payment of ₹20000	DD for ₹
	(Rupees Twenty Thousand only) for the EMD	2000/- must be
		furnished.

# **B)** Compliance with Eligibility criteria

The bidding firm/ agency desiring to respond to the tender notice will submit their details regarding their meeting the eligibility criteria. The organisations are responsible for submitting all supporting documents that evidence their fulfilment of the pre-qualification criteria.

The department is entitled to ask the bidder to submit any additional supporting documents regarding its meeting the pre-qualification criteria, which may include letters from past clients, copies of contracts and it will be the responsibility of the bidder to satisfy department. The bidder will not take refuge under Non-disclosure Agreements, Confidentiality agreements for non-submission of documents supporting its claims of fulfilling the eligibility criteria.

### C) Pre-bid meeting

The Department will conduct a pre bid meeting to address any clarifications of the organisations interested in responding to the Tender which will take place at the following venue and time: Ve r - 3

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Time	- 3.30 Hrs.
Date	- 30-JAN-2013

The prospective bidders are requested to attend the pre-bid meeting on scheduled date and time. Technical specifications, Warranty and Terms and Conditions shall be open for discussion for wider competition and competitive prices.

The bidders are requested to submit all their questions mentioning the reference of the paragraph (Paragraph No./ Page No.) in advance only in writing/ email to reach the above office not later than 1 working day(s) before the Pre-Bid conference i.e., 29-JAN-2013. The Questions of the prospective bidders should relate to this tender notice. It may not be practicable at the Pre-Bid Conference to answer questions received late, but questions and responses will be transmitted in accordance with the following Sub-Clause.

The responses to the questions raised, will be published in the Official Websites of the Government of Odisha and communicated to the bidders attending the Pre-bid Conference.

Any modification of the tender document, which may become necessary as a result of the Pre-Bid conference, shall be issue as an Addendum/ Corrigendum and published on the Official Websites of the Department and Government of Odisha.

#### **D)** Force Majeure:

Any delay due to Force Majeure will not be attributable to the bidder. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Supplier or its employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or Specified Services by the Supplier for a period exceeding a continuous period of 7 (seven) days.

#### **E)** Late Applications

Bids received after the Application Due Date, as mentioned in schedule of events, shall not be considered and shall be summarily rejected.

#### **F)** Submission of wrong information

The Department will disqualify any bidder at any stage of bid evaluation if it is discovered that the bidder has made wrong claims regarding its fulfilment of the eligibility criteria and bidder will forfeit the EMD and the department may blacklist and initiate a legal action.

In the event of contract being awarded to such a firm making false claims/suppression of truth/misleading claim/wrong claim regarding its fulfilment of the eligibility criteria, the department shall declare the company in breach of the contract and shall immediately terminate the contract and forfeit the Performance Bank Guarantee submitted by the company. The ST & SC Development may blacklist and initiate a legal action against such a firm/ agency/ bidder.

# **G)** Amendment of Tender Document

- a) At any time prior to the last date for receipt of bids, Department, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Document by an amendment.
- b) The amendment will be published in the official website of the Department
- c) In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, ST & SC Development Department may, at its discretion, extend the last date for the receipt of Bids.
- d) The bidders are allowed resubmit their bid- if required, after such amendments.

# H) Supplemental information to the Tender

If ST & SC Development Department deems it appropriate to revise any part of this tender document or to issue additional data to clarify an interpretation of provisions of this tender document, it may issue supplements to this tender document. Any such corrigendum shall be deemed to be incorporated by this reference into this tender document.

# I) SSD Deptt.'s right to modify submission deadline

ST & SC Development Department may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing a corrigendum published in the official website of the Department in which case all rights and obligations of the project and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

# J) SSD Deptt.'s right to terminate the Tender

- a) The Department may terminate the tender process at any time and without assigning any reason. The Department makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This Tender does not constitute an offer by ST & SC Development Department. The bidder's participation in this process may result in shortlisting the bidder to submit a complete technical and financial response.

# **K)** Fraud and Unfair Practices

Any attempt by a Bidder to influence the bid evaluation process may result in the rejection of the Bidder's Bid. It is required that the Agency (ies) / Firm (s) submitting their proposals with regard to the proposed programme and those selected through this tender selection process must observe highest standards of ethics during the process of selection and during the execution of the programme.

For this purpose, definition of the terms is set forth as follows:

**"Corrupt Practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Department or its personnel in contract executions.

**"Fraudulent Practice"** means a misrepresentation of facts, in order to influence a selection process or the execution of the contract and includes collusive practice among the applicant Agency (ies) / Firm (s) (prior to or after proposal submission) designed to deprive the Department of the benefits of free and open competition.

**"Unfair Trade Practice"** means supply of services different from what is prescribed or change in the Scope of Work given. The SSD Department will reject a proposal for award, if it determines that the applicant Agency (ies) / Firm (s) recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair

# L) SSD Deptt.'s right to accept/ reject any or all proposals

ST & SC Development Department reserves the right to accept or reject any bid, and to annul the shortlisting process and reject all responses at any time without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or bidders of the grounds for Department action.

# M) Notification of Short listing

The Department shall notify by email all consulting organisations that have been shortlisted. This shall also be published in the official website of the Department.

#### N) Disclaimer

The information contained in this Expression of Interest document or subsequently provided to Bidder(s), whether verbally or in written form by or on behalf of ST & SC Development Department, Government of Odisha or any of their employees or advisors, shall be subject to the terms and conditions set out in this tender document and any other terms and conditions subject to which such information is provided.

This tender document does not purport to contain all the information each Bidder may require. This tender document may not be appropriate for all persons, and it is not possible for the ST & SC Development Department, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this tender document. Certain Bidders may have a better knowledge of the proposed Project than others. Each Bidder should conduct its own study and analysis and should check the accuracy, reliability and completeness of the information in this tender document and obtain independent advice from appropriate sources. ST & SC Development Department and its institutions, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document. ST & SC Development Department may, at its discretion, but without being under any obligation to do so, update, amend, add to any or all of the provisions or supplement the information of this tender document or cancel the present Invitation and call for fresh Invitations.

ST & SC Development Department reserves the right to reject any or all of bids submitted in response to this tender notice, invitation at any stage without assigning any reasons whatsoever. The Department also reserves the right to hold, or withdraw from, or cancel the process at any stage up to the final selection.

Neither the Department nor their employees or consultants will have any liability in case of nonreceipt of any correspondence from them to the bidders due to postal delays. Subject to any law to the contrary, and to the maximum extent permitted by law, ST & SC Development Department and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not), suffered by any person acting on, or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this document, or conduct ancillary to it, whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of ST & SC Development Department or any of its officers, employees, contractors, agents, or advisers.

#### O) No Legal Relationship

No binding legal relationship will exist between any of the bidders and ST & SC Development Department until the execution of a contractual agreement. The selection in the tender process or participation in the tender process does not qualify for any contractual obligation from ST & SC Development Department. The issuance of LOI for the selected bidders does not qualify for any contractual obligations from ST & SC Development Department. Mere submission of this tender or short listing or being invited to attend discussions does not vest any right in the bidder for being selected for the project.

#### P) Law & Jurisdiction

In case of any dispute, this tender shall be governed by and construed in accordance with the applicable laws at Bhubaneswar, India. The Jurisdiction for such disputes will be Bhubaneswar, Odisha.

# **Form-I Executive Summary** (On Company Letterhead)

Sl.	Particulars	(On Co Informat		Lettern	cuu)					Evidence
01.		mormu								at Page
Α	Organization Profile									
1.	Name of the Firm/ Agency									
2.	Year of Incorporation									
3.	Type of Organization (Public									
	Ltd./ Pvt. Ltd.)									
4.	Nature of Business									
5.	Registered Office Location									
6.	Cities having official Setup									
7.	Service Tax Registration No.									
8.	No. of Technical personnel									
	continuing in Payroll of firm/									
9.	agency at least since one year PAN									
9. 10.	Sales Tax Registration Number									
11.	TAN									
11.	TIN									
$\frac{12.}{13.}$	Please mention brands for									
15.	which the firm is authorized									
	supplier									
B	Financial Information									
14.	Total Turnover in 2010-11									
	Financial Year									
15.	Total Turnover in 2011-12									
	Financial Year									
С	Relevant Experience									
16.	No. of Works of similar nature									
	executed above value Rs.3.00									
	Lakhs in 2010-11 and 2011-12									
17.	No. of Govt. Organizations/									
	PSUs where similar kind of									
	work has been executed within									
	last two financial year (2010-									
18.	11 and 2011-12) Clientele-Project Cost Value	Client	1-0.99	2 -	3.00 -	3.00-	4.00 -	5-7	8-10	
10.	(Please mention Category wise	Chient	Lakhs	2.99	3.99	3.99	4.99	Lakhs	Lakhs	
	number of projects completed	All		Lakhs	Lakhs	Lakhs	Lakhs			-
	as per the table given)	Govt.								
	as per une aucre grien)	Public								
		Ltd/								
		Corp. Pvt. Ltd/								
		Others								
D	Details of Demand Draft			l						
<b>D</b> 19.	Tender Cost	DD No	_							
17.		DD No Date-	_							
		Amount	_							
		Drawn c								
20.	Earnest Money Deposit	DD No								
	$\mathbf{r} = \mathbf{r}$	Date-								
		Amount	-							
		Drawn c	on-							
		•								

# Form II: Covering Letter from the Bidder (On Company Letterhead)

[Location & Date]

То

The Director SCSTRTI CRP Square Bhubaneswar – 3

Sub. Bid submission for supply and installation of server for ST & SC Development Department, Govt. of Odisha

Ref. NIT No. - EDN-I (H)-03/ 2012, Dated .

Sir,

Being duly authorized to represent and act (to be supported by a Power of Attorney document) on behalf of ...... (hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the qualification requirements and specifications details information provided, the undersigned hereby submit the Bid for supply and installation of server for ST & SC Development Department, Govt. of Odisha and do hereby propose to execute the job as per specification as set forth in your Bid-Documents.

I/ We are enclosing our Bid Proposal, in one Original and one supporting Copy, with the details as per the requirements of the Bid Document, for your evaluation. The undersigned hereby also declares that the statements made and the information provided in the Bid Proposal is complete, true and correct in every detail. We understand you are not bound to accept any Proposal you receive.

	Primary Contact	Secondary Contact
Name		
Title		
Phone		
Mobile		
Email		
Fax		

I/ We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to SSD Department is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

#### Prices and Validity:

The prices of the server stated in the bid are FIRM during the entire period of job irrespective of date of completion and not subject to any price adjustment as per in line with the Bidding Documents. All prices and other terms and conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of the financial bids. We further declare that prices stated in our proposal are in accordance with your bidding.

We confirm that our bid prices include all other taxes and duties and levies applicable on bought out components, materials, equipments and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.

#### **Tender Fee:**

#### **Earnest Money Deposit:**

We have enclosed the Earnest Money Deposit in the form of DD bearing DD No. ..... Dated ..... for a sum of ₹ 20,000/- (Rupees Twenty Thousand Only).

#### **Deviations:**

We declare that job shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our Deviation Schedules, save that pertaining to any rebates offered, shall not be given effect to.

#### Work schedule:

If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal, We fully understand that the work completion schedule stipulated in the proposal is the essence of the Job, if awarded.

#### Job performance guarantee:

We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of value, equivalent to ten percent (10%) of the Job Price as stipulated in Bid document in the form of Bank Guarantee in your favour.

I/ We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process or unduly favours our company in the selection process, we are liable to be dismissed from the selection process or termination of the contract at any point of time or during the project/ (or/ and) penalized as per the decision of the Department.

I/ We agree to abide by the conditions set forth in your bid document. It is hereby confirmed that, I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours faithfully,

(Signature of Authorized Signatory) (Name, Title and Address of the Bidder) Company seal & stamp

# Form III: Bidder Details

(On Company Letterhead)

Sl.	Particulars	Information
1.	Name of the Firm/ Agency	
2.	Complete Postal Address	
3.	Contact Information	Phone –
		Mobile –
		Email –
4.	Status of Company (Public Ltd. /	
	Pvt. Ltd.)	
5.	Details of Registration of Firm	Authority –
		Date of incorporation –
6.	Date of Commencement of	
	Business	
7.	Nature of Business	
8.	Service Tax Registration No.	
9.	PAN	
10.	Sales Tax Registration Number	
11.	TAN	
12.	TIN	
13.	Turnover in 2010-11 Financial Year	
14.	Turnover in 2011-12 Financial Year	

# Form IV: Authorization from OEM for bidding (On Company Letterhead)

То

The Director SCSTRTI CRP Square Bhubaneswar – 3

#### Sub. : Authorization Letter from OEM for bidding.

**Ref**. : NIT No. EDN-I (H)-03/ 2012, Dated .....

Sir,

We, (Name	e and Address of the Manufacturer), who are
established and reputed manufacturers of	(Name/description of the
products), having factory at	(Address of factory), hereby authorize
M/s	(Name & address of bidder /agent) to bid,
negotiate and conclude the order with you for the abo	ove goods manufactured by us.

We shall remain responsible for the tender / Agreement negotiated by M/s ....., jointly and severely. No company or firm or individual other than M/s ..... are authorized to bid, negotiate and conclude the order in regard to this business against this specific tender as for all business in the entire territory of Odisha.

In case duties of the bidder/ agent / distributor are changed or agent / distributor will be changed, it shall be obligatory on us to automatically transfer all the duties and obligations to the new Agent failing which we will ipso-facto become liable for all acts of commission or omission on the part of new Indian Agent / distributor. We also hereby extend full guarantee for the products offered for supply by the above firm against the said notice and duly authorize said firm to act on our behalf in fulfilling all installation, technical support and maintenance.

Yours faithfully,

[Name & Signature]

For and on behalf of M/s. ..... [Name of manufacturer]

Note: This letter of authority must be on the letterhead of the concerned manufacturer and must be signed by a competent person and having the power of attorney to bind the Manufacturer and, must be included by the Bidder in its bid.

# Form V: Certificate of Guarantee / Warranty (On Company Letterhead)

I / We certify that,

- 1. The guarantee / warranty shall be given for a period of **three years** starting from the date of satisfactory installation, commissioning and handing over of the equipment and the work conducted under the contract.
- 2. During the guarantee / warranty period, I / we shall provide the "after sale service" and the replacement of defective / or any part(s) of the equipment or rectification of defects of work of the equipment will be free of cost. The replacement of the parts shall be arranged by us, at our own cost and responsibility.
- 3. We undertake that the above guarantee / warranty shall begin only from the date of satisfactory and faultless functioning of the equipment for 90 days continuously at installed location. The benefit of change in dates of the guarantee / warranty period shall be in the interest of the use / your organization.
- 4. During the warranty period, we shall provide at-least **4 preventive maintenance visits per year**.
- 5. **Uptime Guarantee**: During the guarantee / warranty period, we will be responsible to maintain the equipment including all the accessories in satisfactory faultless working conditions for a period 347 days (i.e. 95% uptime) in a block of 365 days.
- 6. All complaints will be attended by us within 4 working days of receipt of the complaint in our office. In case there is delay of more than 4 days in attending to a complaint from our side then ST & SC Development Department can count the number of days in excess of the permissible response time in the downtime. The above said response time of 4 days for attending to a complaint by us will not be counted in the downtime.
- 7. **Penalty**: We shall pay a penalty equivalent to 0.5 % of the order value of the equipment for every week or part thereof delay in rectifying the defect.
- 8. No deduction or advantage of any kind on account of Sundays, half days or Public / Govt. holidays observed by the Department shall be allowed from the total down time permissible as defined above. The right to accept the reason(s) for delay and consider reduction or waive off the penalty for the same shall be at the sole discretion of ST & SC Development Department.
- 9. We shall try to repair the equipment at installed location. However, in case it is not possible to repair the equipment at the installed location, we will take out the equipment to our site on our own expenses. We shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs till the equipment is rehabilitated to the installed location after repair. If any loss of equipment occurred during our custody, we will compensate to ST & SC Development Department for such losses.
- 10. We guarantee that in case we fail to carry out the maintenance work within the stipulated period, ST & SC Development Department reserves the right to get the maintenance work carried out at our risk, cost and responsibility after informing us. All the expenses including excess payment for repairs/maintenance shall be adjusted against the Performance Bank Guarantee. In case the expenses exceed the amount of Performance Bank Guarantee, the same shall be recoverable from us with/without interest in accordance with the circumstances.
- 11. We undertake to perform calibration after every major repair/ breakdown/ taking the equipment out for repair from the installed location.
- 12. We guarantee that we will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price.
- 13. We guarantee to the effect that before going out of production of spare parts, we will give adequate advance notice to you so that you may undertake to procure the balance of the life time requirements of spare parts.

#### Authorized signatory of the company with Seal

# Form VI: Declaration Regarding Blacklisting/Debarring for Taking Part in Tender

(To be executed &attested by Public Notary / Executive Magistrate on ₹.10/- non judicial Stamp paper by the bidder)

I / We ...... Manufacture / Partner(s) / Authorized Distributor / agent of M/s. ..... hereby declare that the firm / company namely M/s..... has not been blacklisted or debarred in the past by any Union / State Government or organization from taking part in Government tenders in India.

Or

I / We	Manufacture / Partner(s)/ Authorized
Distributor / agent of M/s.	hereby declare that
the Firm/company namely M/s	
was blacklisted or debarred by Union / State Governmen	t or any Organization from taking part in
Government tenders for a period of	years w.e.f.
to The period	od is over on
and now the firm/company is entitled to take part in Gover	rnment tenders.

In case the above information found false, I/we are fully aware that the tender / contract will be rejected / cancelled by ST & SC Development Department, and EMD / SD shall be forfeited.

In addition to the above ST & SC Development Department will not be responsible to pay the bill for any completed / partially completed work.

DEPONENT	
Name	
Address	_

Attested: (Public Notary / Executive Magistrate)

		(On Company Letterhea	1		
Sl.	Component	Technical Specification	Complied? Y/N	Deviation Suggested	Reason for offering Deviation
1.	CPU	2 x Intel Xeon MP Quad Core E7420 @			201101
1.	CI U	2.13 GHz, R910 CPU 1066 MHz FSB,			
		8MB L3 Cache			
2.	Motherboard	Make: OEM			
	With the bound	Chip set: Intel E7300			
3.	Bus	4 x PCL-E x 8			
	Architecture				
4.	Memory	16GB DDR3 RAM 1066MHz with ECC,			
	J	expandable up to 32GB			
5.	Hard Disk	5x 147GB 15K RPM SAS Hot-Swap			
	Drive	HDD			
6.	Bays	8 HSSASHDDs			
7.	<b>Optical Drive</b>	48X 24X 48X or higher Speed CD R/W			
	-1	and 16X or higher Speed DVD (Internal)			
8.	Networking	Dual Gigabit Ethernet Controllers with			
-	Interface	IOAT			
9.	Networking	Dual LAN (10/100/1000) Network Card			
	8	with asset Feature tracking and security			
		management, remote wake up			
10.	Graphics	Onboard Video 16MB			
11.	Hot-swap	Power supply, fans and hard disk drives			
	components	(HSRP)			
12.	Operating	Windows Server 2008 Enterprise Edition			
	System	[With Client Access License (CAL) and			
	-	media]			
13.	Certification	Server should be certified for Linux/			
		Windows 2003 and above.			
		Linux Cluster Certification and Rack			
		Application Cluster (RAC) support			
14.	Interface	Host Bus Adapter (HBA) Card with			
	Card	11			
		Card 2GB Fiber Channel along with			
		necessary drivers			
15.	Chassis	4U Rack Mount			
16.	Cooling Fans	2xHSFan			
17.	Drive	RAID Controller and RAID 0, 1 & 5			
10	Controller				
18.	Power Supply	Redundant Power Supply			
19.	Accessories	Standard Fiber Patch Cable of 5 Meters length			
20.	Warranty	Three Years Comprehensive On-site			
21.	Monitor	43.2 cm (17") TFT/wide TFT, TCO-03 or TCO-99 Certified.			
22.	Video	To support VGA or above resolution			
	Controller				
23.	Keyboard	101 Keys Keyboard			
24.	Mouse	Optical Mouse			
25.	Ports	3 USB Port, 1 Serial Port			
26.	Op. Sys S/W	Windows 2008 Server			
27.	Antivirus	Three Years Branded Antivirus licence			
	S/W	for Server			

# Form VII: Compliance to Technical Specification (On Company Letterhead)

# Form VIII: Relevant Project Experience (On Company Letterhead)

Sl.	During Financial Year	Client Name Department/ Organization and Address	Contact Person Name, Address & Contact Information	Order Value	Scope of Work (Delivery/ Installation/ Commissioning/ Maintenance/ Others [Please Specify])	Remarks

# Form IX: Financial Bid Format (On Company Letterhead)

We quote below our firm prices for Supply and installation of Server with required specifications stipulated in the tender document.

Sl.	Item	Make/ Brand	Model	Quantity	Unit Price	Tax (Specify)	Total
1.	Server as per the specification						
2.	Windows Server 2008 OS						
3.	Branded Antivirus S/W with three years licence						
Total							

Bid Price In figure ₹. ....

Bid Price In words Rupees.

Bidder's Signature
Bidder's Name
Bidder's Designation
Bidder Company
Date

- 1. All prices quoted are in INR only
- 2. Prices quoted will be held firm and valid for 180 days from the date of the opening of the financial bid.
- 3. No change in offered price and model are admissible for any reason whatsoever.
- 4. In the event of any discrepancy between Total Cost and Unit Rate the amount quoted under Unit RATE will be considered.
- 5. The discrepancy between figures and words for Total Cost will be resolved taking the amount in words to be correct.
- 6. The make and model quoted will be same as mentioned in the Specification compliance form
- The price quoted is inclusive of all taxes, freight & levies covering Delivery, Installation, Commissioning and Final Testing at the specified location.

Sl.	Particulars	Supporting Documents to be submitted	Provided (Y/N)
1.	Covering Letter	Form-II	
2.	Executive Summary	Form I	
3.	Bidders Details	Form III	
4.	Authorization from OEM for bidding in the letterhead from the OEM	Form IV	
5.	Certificate of Guarantee/ warranty	Form V	
6.	Declaration Regarding Blacklisting/Debarring for Taking Part in Tender	Form VI	
7.	Compliance to Technical Specification	Form VII	
8.	Relevant Project Experience	Form VIII	
		Copies of Work Orders of similar natures along with Client certificates regarding completion of Projects.	
9.	Financial Bid	Form IX	
10.	Incorporation/ Registration of Firm/ Agency	Copy of Certificate of incorporation/ Copy of certificate of registration	
11.	Service Tax Registration	Copy of Service Tax Registration Certificate	
12.	Meeting minimum average Turnover requirement for FY 2010- 11 and 2011-12.	Copy of the audited profit and loss account/ balance sheet/ annual report of 2010- 11 and 2011-12.	
13.	Power of attorney	Power of attorney by the CEO or competent authority or board resolution authorizing the Bidder to sign/ execute the proposal as a binding document and also execute all relevant agreements forming part of	
14.	The bidder firm /agency should have made a payment of ₹1000 (Rupees Four thousand only) for the tender Document (Tender Cost)	DD for ₹1000/- must be furnished.	
15.	The bidder firm /agency should have made a payment of ₹20000 (Rupees Twenty Thousand only) for the EMD	DD for ₹ 20000/- must be furnished.	

# Form X: Checklist of Documents to be submitted