



उत्तराखण्ड विद्युत नियामक आयोग

'विद्युत नियामक भवन'

निकट आई.एस.बी.टी., पो0ऑ0-माजरा, देहरादून

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ई-टेंडर नोटिस

ई-टेंडर रिफरेन्स न0 UERC/8/IT/66(i)/2018-19

उत्तराखण्ड विद्युत नियामक आयोग निम्नानुसार आई0टी0 सामग्री आपूर्ति हेतु ई-टेंडर आमंत्रित करता है

Tender Title	EMD Cost	Publishing Date	Closing Date	Pre Bid meeting Date
Deployment and implementation of disk based Backup & Recovery solution	Rs. 20000	12-03-2019	04-04-2019	26-03-2019 at 4:30 PM

उक्त सामग्री से सम्बन्धित विस्तृत जानकारी वेबसाईट www.uktenders.gov.in तथा आयोग की वेबसाईट www.uerc.gov.in से डाऊनलोड या देखी जा सकती है

Request For Proposal
For
Deployment and Implementation
Of
Disk based Backup & Recovery solution



Uttarakhand Electricity Regulatory Commission
"Vidyut Niyamak Bhawan", Near I.S.B.T., P.O. Majra
Dehradun (Uttarakhand)-248171
Phone: 91-135-2641115, 91-135-2641119
Fax : 91-135-2641314
E-mail :-secy.uerc@gov.in

Disclaimer

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder or applicants whether verbally or in documentary form by or on behalf of UERC, is provided to the Bidder on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by UERC to any parties other than the Bidders/ applicants who are qualified to submit the Bids ("Bidders"). The purpose of this RFP document is to provide Bidder with information to assist the formulation of their Proposals. This RFP document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice. UERC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. UERC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

Contents of Document

SECTION 1 - BID SCHEDULE AND ADDRESS

SECTION 2 - INTRODUCTION

SECTION 3 - SCOPE OF WORK

SECTION 4 - ELIGIBILITY CRITERIA

SECTION 5 - INSTRUCTION TO BIDDERS

SECTION 6 - BID OPENING

SECTION 7 - BID EVALUATION

SECTION 8 - TERMS AND CONDITIONS

SECTION 9 - TECHNICAL SPECIFICATIONS

SECTION 10 - DOCUMENTS FORMS

SECTION 11 - SCHEDULE OF RATE WITH BOQ (SEPARATELY UPLOADED)

Section 1 - Bid Schedule and Address

S. No	Description	Detail Information
1.	Name of Project	Deployment and implementation of disk based Backup & Recovery solution
2.	Tender Reference Number	UERC/8/IT/66(i)/2018-19
3.	Tender Type	Open e-Tender
4.	Availability of RFP document	UERC website http://www.uerc.gov.in and www.uktenders.gov.in .
5.	Document publish date	12-03-2019
	Documents download start date	12-03-2019
6.	Seek Clarification Start Date	12-03-2019
	Seek Clarification End Date	22-03-2019
7.	Date and Time for Pre Bid Meeting	26-03-2019 at 4:30PM
	Bid Submission Start Date	28-03-2019
	Bid Submission Closing Date	04-04-2019
8.	Date and Time of Eligibility bid and Technical bid opening	05-04-2019 at 4:30 PM
9.	Date and time of Commercial bid Opening	To be announced later
10.	Name and Address for Communication	Secretary, Uttarakhand Electricity Regulatory Commission, Vidyut Niyamak Bhawan, Near I.S.B.T., P.O. Majra, Dehradun (Uttarakhand)-248171
11.	Bid Related Queries	Mukesh Verma Dy. Director(IT) Uttarakhand Electricity Regulatory Commission Vidyut Niyamak Bhawan, Near I.S.B.T., P.O. Majra Dehradun (Uttarakhand)-248171 Email: ddit.uerc@gov.in Phone : 9760695218
12.	Tender processing Fee	Nil
13.	EMD/Bid Security	Rs. 20,000/-
14.	Validity of Bid	180 Days

Section 2 – Introduction

2.1 About UERC

The Uttarakhand Electricity Regulatory Commission was constituted by Government of Uttarakhand, vide Notification 03/9-3- URJA/2002 dated 1st January, 2002 under the Electricity Regulatory Commission Act, 1998. The broad objectives of the Electricity Act, 2003 as incorporated in its preamble is to consolidate the laws relating to generation, transmission, distribution, trading and use of electricity and generally for taking measures conducive to development of electricity industry, protecting interest of consumers and supply of electricity to all areas.

2.2 Objective of this RFP:

The objective of this RFP is to deploy and implement Disk based Backup & Recovery solution at UERC, Dehradun for Servers and Storage.

2.3 Cost of the RFP

The Bidder shall bear all costs associated with the preparation and submission of its bid and UERC will, in no case, be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. There is no fee for RFP.

2.4 Due Diligence

The Bidders are expected to examine all instructions, terms and specifications stated in this RFP. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders' risk and may result in rejection of the bid. Also the decision of UERC on rejection of bid shall be final and binding on the bidder and grounds of rejection of Bid should not be questioned during/after the final declaration of the successful Bidder.

The Bidder is requested to carefully examine the RFP documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP document, Bidder should seek necessary clarifications by e-mail as mentioned in Section-1.

Section 3 – Scope of Work

3.1 Scope of work:

The scope of work includes installation and integration of Disk based Backup and Recovery Solution; standardizing Backup policies to ensure data retention and Recovery, meet application demands and compliance levels. In current IT infrastructure of UERC there are 2 servers (Window Server 2016), 5 Virtual Machine and SAN storage. Current data volume is approx. 2.5 TB of which approx. 95% in on file server and approx. 5% databases.

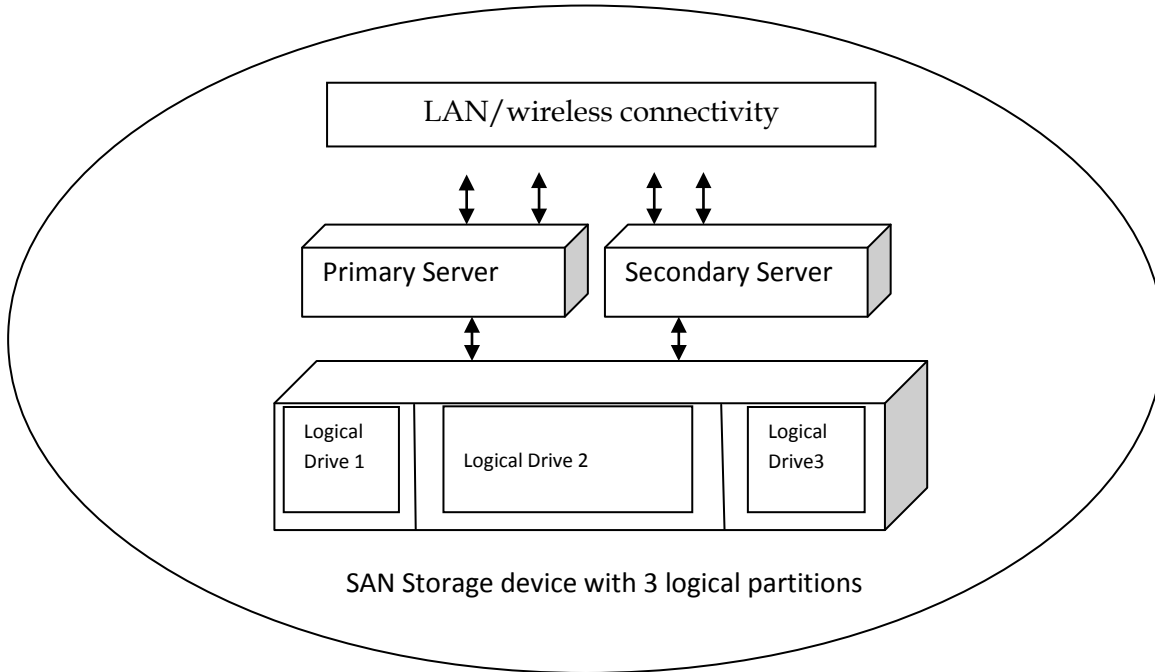


Fig. 1 : Block diagram of current Servers/Storage Systems at UERC data centre.

The software & hardware quoted by bidder in this RFP should not be declared as End of Life (EOL) or End of Support (EOS) by the OEM within the 5 years from the date of installation.

3.2 Single Point of Contact

The selected Bidder shall appoint a single point of contact, with whom UERC will deal with, for any activity pertaining to the requirements of this RFP.

Section 4 - Eligibility Criteria

The Eligibility Criteria are furnished below:

1. The bidder should be a Company registered under the Companies Act/ Partnership / LLP since the last three years.
2. The Bidder should have minimum annual turnover of INR 5 Crore during the three financial years (one of which shall be the latest financial year, though unaudited). In case of a JV / Consortium / Strategic partnership, the Principal Bidder should have reported profits as per above criteria.
3. The bidder should be a profit (profit after tax) making company in any two of the three financial. In case of a JV / Consortium / Strategic partnership, the Principal Bidder should have reported profits as per above criteria.
4. The bidder should not be currently blacklisted by any govt. department/PSU / institution in India or abroad.
5. The bidder should be authorized to quote for products and support by the OEM.
6. The Bidder should have support centers in India preferably at Dehradun.
7. The bidder should have work experience of supply/ Installation of backup hardware and software solution.

Section 5 - Instruction to Bidders

5.1 RFP

RFP shall mean Request for Proposal. Bid, Tender and RFP are used to mean the same. The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding document. Submission of a bid not responsive to the Bidding Document in every respect will be at the Bidders risk and may result in the rejection of its bid without any further reference to the bidder.

5.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and UERC will in no case be responsible or liable for those costs.

5.3 Clarifications of Bidding Documents and Pre-bid Meeting

A prospective Bidder requiring any clarification of the Bidding Documents may notify UERC in writing at UERC's address or through email any time prior to the deadline for receiving such queries as mentioned in Section 1. Bidders should submit the queries only in the format given below:

S. No	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remarks (if any)

Any modification to the bidding documents which may become necessary shall be made by UERC by issuing an Addendum.

5.4 Amendment of Bidding Documents

1. At any time prior to the deadline for submission of bids, UERC may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.
2. Amendments will be provided in the form of Addenda to the Bidding Documents, which will be posted in websites (www.uktenders.gov.in and www.uerc.gov.in). Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda had been taken into account by the Bidder in its bid.
3. In order to afford Bidders reasonable time to take the amendment into account in preparing their bids, UERC may, at its sole and absolute

- discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted on UERC's website/UK e-Tenders website.
4. From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP.

5.5 Bid Price

Prices would be entered in BOQ as per guidelines. The bidder shall meet the requirements of the applicable Goods & Services Tax (GST).

5.6 Earnest Money Deposit (EMD)

The Bidder is required to deposit Rs 20,000 (Rupees twenty thousand) in the form of a Demand Draft in favor of "Secretary, UERC, Dehradun" payable at Dehradun as per format in Annexure A1. No interest will be paid on the EMD.

5.7 Return of EMD

The EMDs of successful Bidder/s shall be returned / refunded after furnishing Performance Guarantee as required in this RFP. EMDs furnished by all unsuccessful Bidders will be returned after finalization of successful Bidder selection.

5.8 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

- a) Bidder withdraws its bid before opening of the bids.
- b) Bidder withdraws its bid after opening of the bids but before Notification of Award.
- c) Selected Bidder withdraws its bid /proposal before furnishing Performance Guarantee.
- d) Bidder violates any of the provisions of the RFP up to submission of Performance Guarantee.
- e) Selected Bidder fails to acknowledge the order within seven working days from the date of receipt of the order. However, UERC reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- f) Bidder fails to submit the Performance Guarantee within stipulated period from the date of acceptance of the Purchase Order. In such instance, UERC at its discretion may cancel the order placed on the selected Bidder without giving any notice.

5.9 Period of Validity of Bids

Bids shall remain valid for a period of 180 days.

5.10 Signing of Bid

The bid shall be signed by a person or persons duly authorized to bind the bidder to the contract. Such authority shall be either in the form of a written and

duly stamped Power of Attorney (Annexure G) or a Board Resolution duly certified by the Company Secretary, which should accompany the Bid.

5.11 Submission of Bid

- The Bidder should bear all the costs associated with the preparation and submission of their bid and UERC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- Bidding process will be done by e Tendering of Uttarakhand government portal.
- The offers should be made strictly as per the formats enclosed.
- No columns of the tender should be left blank. Offers with insufficient/inaccurate information and offers which do not strictly comply with the stipulations given in this RFP, are liable for rejection.

5.12 Rejection of Bid

The bid is liable to be rejected if the bid document:

- a) Does not bear signature of authorized person.
- b) Is received through Fax /E-mail.
- c) Is received after expiry of the due date and time stipulated for Bid submission.
- d) Is incomplete /incorrect.
- e) Does not include requisite documents.
- f) Is Conditional.
- g) Does not conform to the terms and conditions stipulated in this Request for Proposal.

5.13 Deadline for Submission

The last date of submission of bids is given in Section 1. However the last date of submission may be amended by UERC and shall be notified through websites.

5.14 Extension of Deadline for submission of Bid

UERC may, at its discretion, extend this deadline for submission of bids by amending the bidding documents which will be informed through UERC website, in which case all rights and obligations of UERC and Bidders will thereafter be subject to the deadline as extended.

5.15 Modifications and Withdrawal of Bids

Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids.

5.16 Right to Reject, Accept/Cancel the bid

UERC reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever. UERC does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender without assigning any reason whatsoever.

UERC also reserves the right to re-issue the Tender without the Bidders having the right to object to such re-issue.

Section 6 - Bid Opening

Bids will be opened in 2 stages:

Stage 1 – In the first stage, the Eligibility bid and Technical Bid will be opened.

Stage 2 – Commercial bids will be opened for qualified bidders from stage 1.

Section 7 - Bid Evaluation

Bidders are required to submit the price bid only in online mode as per the format provided in the bid. The evaluation committee will determine if the price proposals are complete and without computational errors. In case of any computational errors, the same shall be corrected to derive the correct amount.

Evaluation of the bid shall be on L1 basis among the bidders who are responsive to the Bidding Document. The bidder shall have to quote for all the items & parts mentioned in the "Price Schedule".

Section 8 - Terms and Conditions

8.1 Notification of Award / Purchase Order

After selection of the L1 bidder and obtaining internal approvals, UERC will send Notification of Award / Purchase Order to the selected Bidder. Once the selected Bidder accepts the Notification of Award, the selected Bidder shall furnish the Performance Guarantee to UERC.

8.2 Acceptance Procedure

- Within 7 working days of receipt of Notification of Award/Purchase Order, the successful Bidder shall send the acknowledgement.
- Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.

8.3 Performance Guarantee

The Successful bidder shall, within 14 working days of receipt of Purchase Order, submit a Performance Guarantee (PG) equal to 10% of total value of the Purchase order (exclusive of taxes) in the shape of FDR, valid for 3 years. In case of any default, the PG is liable to be claimed.

8.4 Taxes and Duties

All taxes deductible at source, if any, shall be deducted at as per then prevailing rates at the time of release of payments. Prices shall be exclusive of all taxes, duties, charges and levies of State or Central Governments as applicable. Octroi, if any, shall be reimbursed to Bidder by UERC at actual on production of original receipt. The bidder shall meet the requirements of applicable Goods & Services Tax (GST).

8.5 Key Deliverables:

S. No.	Location	Description	Make & Model	Qty
1	Dehradun	NAS Based Backup Hardware of:- <ul style="list-style-type: none"> • 8TB Capacity with 3 years warranty. • Intel 1.7 GHz Intel processor or higher with 6 Core. • 8GB DDR4 RAM or higher with scalability. • Usable space of 4 TB, scalability up to 32TB. • With pre-installed Microsoft Windows Storage Server 2016 Standard Edition operating system. • NAS Controllers should be rack mounted not more than 2U. • Atleast 4 x 1Gbps ethernet ports. 	*to be specified by vendor	1
2		Backup/Recovery Software with:- <ul style="list-style-type: none"> • Support cluster solution. • 3 years warranty- capable to handle current data volume. 	*to be specified by vendor	1
3		24 Port L2 network switch with 3 years warranty	*to be specified by vendor	1
4		9 External Hard disks of 1TB Capacity with 3 years warranty	*to be specified by vendor	9

Note - * Technical Specification as per section 9

Delivery schedule

The components shall be delivered within 4 weeks of acceptance of the Purchase Order.

8.6 Contact Person:

Shri Mukesh Verma
Dy. Director(IT)
Uttarakhand Electricity Regulatory Commission
"Vidyut Niyamak Bhawan", Near I.S.B.T., P.O. Majra
Dehradun (Uttarakhand)-248171
Phone : 9760695218
Email : secy.uerc@gov.in and
cc to
ddit.uerc@gov.in

8.7 Bidder's Liability

The selected Bidder will be liable for all the deliverables. The Bidder's aggregate liability in connection with obligations undertaken under the purchase order, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract/purchase order.

The Bidder's liability in case of claims against UERC resulting from willful and gross misconduct, or gross negligence, fraud of the Bidder, its employees, contractors and subcontractors, from infringement of patents, trademarks, and copyrights or other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

8.8 Obligations of the Bidder

Standard of Performance: The Bidder shall perform the services and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment materials and methods. The Bidder shall always act in respect of any matter relating to this Contract or to the services as faithful advisor to UERC and shall at all times support and safeguard UERC's legitimate interests in any dealings with third parties.

Prohibition of Conflicting Activities: The Bidder shall not engage and shall cause their personnel not to engage in any business or professional activities that would come in conflict with the activities assigned to them under this RFP.

8.9 Order Cancellation

UERC reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to UERC alone:-

- i. Delay in delivery is beyond the specified period as set out in the Purchase Order before acceptance of the product; or
- ii. Serious discrepancy in the quality of service expected.
- iii. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or bidder conceals or suppresses material information.

In case of order cancellation, any payments made by UERC to the Bidder for the particular service would necessarily have to be returned to UERC with interest @ 15% per annum from the date of each such payment. Further the Bidder would also be required to compensate UERC for any direct loss incurred by UERC due to the cancellation of the Purchase Order and any additional expenditure to be incurred by UERC to appoint any other Bidder. This is after repaying the original amount paid.

8.10 Termination of Purchase Order/Contract

For Convenience: UERC, by written notice sent to Bidder, may terminate the Purchase Order/ contract in whole or in part at any time for its convenience giving three months prior notice. The notice of termination may specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective. UERC shall consider request of the bidder for pro-rata payment till the date of termination.

For Insolvency: UERC at any time may terminate the contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to UERC.

8.11 Penalty for default in delivery

If the Bidder does not deliver the Goods as per the above delivery period, or such authorized extension of delivery period as may be permitted in writing by UERC, UERC shall impose a penalty @ 0.5% of the total value of the Purchase Order for each week's delay subject to a maximum of 5% of the total value of the Purchase Order, without prejudice to any other right or remedy available under purchase order.

In case of delay in compliance with the order beyond **10 days** of the stipulated time period, UERC will have the right to cancel the order.

8.12 Payment Terms:

Payment Schedule:-

- a) 50 % of the hardware and software cost will be paid on delivery of hardware/software.
- b) 50 % of the hardware and software cost will be paid after successful installation/integration of the solution.

8.13 Confidentiality

The Bidder shall treat the details of the documents as secret and confidential.

In the event of disclosure of Confidential Information to a third party in violation of the provisions of this Clause, bidder shall use all reasonable endeavors to assist UERC in recovering and preventing such third party from using, selling or otherwise disseminating of such information. The Parties' obligations under this Section shall extend to the non-publicizing of any dispute arising out of this Agreement. In the event of termination of this Agreement, upon written request of the UERC, the bidder shall immediately return the Confidential Information of UERC, or at the UERC's option destroy any remaining Confidential Information and certify that such destruction has taken place.

8.14 Indemnity

The bidder shall indemnify, protect and save UERC and hold UERC harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of the bidder and its employees and representatives, breach of the terms and conditions of the agreement or purchase order, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty, etc.

Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation. Bidder shall indemnify UERC, provided UERC promptly notifies the Bidder in writing of such claims and the Bidder shall have the right to undertake the sole defense and control of any such claim.

8.15 Exit option

- a) UERC reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" clause.

- b) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to UERC at UERC's location.
- c) The reverse transition services to be provided by the Bidder shall include the following:
1. The Bidder shall suitably and adequately train UERC or its designated team for fully and effectively manning, operating the supplied Devices.
 2. Bidder shall provide adequate documentation thereof.
 3. The Bidder shall jointly manage the supplied Devices with UERC or designated team for a reasonable period of time.
- d) Knowledge Transfer: The Bidder shall provide such necessary information, documentation to UERC or its designee, for the effective management and maintenance of the Deliverables under this RFP/Purchase Order/contract. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required for supporting the Services.
- e) Warranties:
1. All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of UERC. The bidder shall execute any and all such documents as may be necessary in this regard.
 2. The bidder shall return confidential information and will sign off and acknowledge the return of such confidential information.
 3. The bidder shall provide all other services as may be agreed by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and priced.
- f) During which the existing Bidder would transfer all knowledge, know-how and other things necessary for UERC or new bidder to take over and continue to manage the services. The Bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation.
- g) UERC shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the decision of secretary, UERC shall be final.

- h) UERC and the successful bidder shall together prepare the Reverse Transition Plan. However, UERC shall have the sole decision to ascertain whether such Plan has been complied with.
- i) The Bidder agrees that in the event of cancellation or exit or expiry of the RFP/Purchase Order/contract it would extend all necessary support to UERC or its selected vendors as would be required.

8.16 Force Majeure

If either party is prevented, restricted, delayed or interfered by reason of:

- a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics;
- b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion;
- c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations;
- d) Strikes, shutdowns or labor disputes which are not instigated for the purpose of avoiding obligations herein, Or
- e) Any other circumstances beyond the control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

Each of the parties agrees to give written notice forthwith to the other upon becoming aware of an Event of Force Majeure, the said notice to contain details of the circumstances giving rise to the Event of Force Majeure. If the Event of Force Majeure shall continue for more than twenty (20) days either party shall be entitled to terminate the Agreement at any time thereafter without notice.

If force majeure situation arises, the successful bidder shall promptly notify UERC in writing of such condition and cause thereof. Unless otherwise directed by UERC in writing, the successful shall continue to perform its obligations under contract as far as possible.

Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

8.17 Resolution of Disputes

All disputes or differences between UERC and the bidder shall be settled amicably. If, however, the parties are not able to resolve them, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Dehradun.

UERC and the successful Bidder shall make every effort to resolve amicably by direct informal negotiation; any disagreement or dispute arising between them under or in connection with this RFP.

8.18 Intellectual Property Rights:

All rights, title and interest of UERC in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of UERC and Bidder shall not be entitled to use the same without the express prior written consent of UERC. Nothing in this RFP including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall either vest or shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in this RFP, this clause shall survive indefinitely, even after termination of this Purchase Order.

8.19 Applicable Law and Jurisdiction

Applicable Law: The Agreement shall be governed by and interpreted in accordance with the Indian Law. The jurisdiction and venue of any action with respect to the subject-matter of this Agreement shall be the Courts of Dehradun in India and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.

8.20 Facilities provided by UERC:

UERC shall provide seats, with required facilities like internet, intranet & LAN Connectivity free of cost for official work. These facilities shall not be used for any personal use. In case of any misuse of the facilities, penalty as deemed fit shall be imposed and recovered from the pending bills of Bidder.

8.21 No Damage of UERC Property

Bidder shall ensure that there is no loss or damage to the property of UERC while executing the Contract. In case, it is found that there is any such loss/damage due to direct negligence/nonperformance of duty by any personnel, the amount of loss/damage so fixed by UERC shall be recovered from Bidder.

8.22 Fraudulent and Corrupt Practice

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of the project and includes collusive practice

among Bidder's (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the UERC of the benefits of free and open competition. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official or a UERC official in the process of project execution. UERC will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing the project.

8.23 Governing Language

All correspondences and other documents pertaining to this Agreement shall be in English only.

Section 9 - Technical Specifications

Scope of Technical Functions

The Technical specifications are given below. It should be noted that the list is indicative & the Bidder should include any other item/software/service, which is necessary to meet the end objectives as detailed in this section.

1. Backup & Recovery Software - 1 quantity

S No	Item	Specification
1	Brand	Brand of Backup solution purposed should have been deployed in Indian/State government /PUC/Autonomous body or any Reputed company.
2	Capacity	The software solution should be capacity based to cover following requirements:- <ul style="list-style-type: none">• Current data volume is approx. 2.5TB.• Approx. 95% file server data/server images and approx. 5 % database data.• Current IT environment of UERC is 2 Physical Host in load balancing mode with total 5 Virtual Machines, 1 SAN Storage having logical drives and multiple database including MSSQL, MySQL, PostgreSQL in UERC's Data Centre.• Support cluster solution.
3	Data Efficiency	<ul style="list-style-type: none">• The software must provide inbuilt Data de-duplication, compression and encryption feature to integrate with various disk storage.• Software must provide de-duplication capability at source and target level.
4	Encryption	<ul style="list-style-type: none">• Backup/Restore and Recovery solution must have capability of data encryption & decryption for full configured capacity.• The software must be able to Compress and Encrypt data at the source.

5	Backup/Recovery Type	<ul style="list-style-type: none"> • Backup Software must support multiple level of backups including full, incremental, differential, synthetic and optimized synthetic backups including the Virtual backups. • Backup software should integrate with Disk Backup target device which supports hardware/software data de-duplication capabilities. • Backup software must be able to auto discover and dynamically configure them for data protection. • Backup software solution must support IPV4 and IPV6 addressing system. • Backup software solution must have capability to do trend analysis for capacity planning of backup environment. • Proposed software must have inbuilt capability to archive logs automatically based on file attributes to defined disk target device. The solution must work with appliances of various brands like HPE, Dell etc. • Must Support NAS based backup
6	Backup Support for Physical, Virtual environment	<ul style="list-style-type: none"> • Backup Software must support GUI with centralized management / Single interface for management of all backup and Recovery activities. The backup software must support email alerts mechanism. • Backup & Recovery solution should have capability to take backup of physical & virtual machines supporting different requirement of PostgreSQL, MySQL, MS-SQL etc. Hence, solution must provide native online backups of all mentioned database on physical and virtual environment. In case of third party backup agents for any database is required, license for unlimited DB instance should be provided. • The offered software must integrate with different hypervisors managers to backup different platforms including VMware, Hyper-V. • Backup of the complete infrastructure should not exceed the backup window of 8hrs . • It should have periodic reporting capability. • Backup software must support Auto discovery to provide list of available storage, Virtual Machines, database instances in a backup console.
7	Data Security	<ul style="list-style-type: none"> • Encryption of the stored data should be performed for enhanced security. • Backup should be stored in encrypted format.
8	Installation	The successful bidder shall install/integrate backup solution in consultation with IT division of the UERC.
9	Storage Requirement	Bidder/OEM will also provide, deploy, integrate and configure NAS storage for Backup & Recovery.
10	Training	The bidder should include OEM training for the proposed solution for 3 members of UERC.
11	Scalability	Must have DR Scalability for cloud/off site storage.

2. Backup Hardware – 1 quantity

Disk based Backup solution		
S No	Item	Specification
1	Requirement	<p>NAS Based Backup Hardware of:-</p> <ul style="list-style-type: none"> • 8TB Capacity with 3 years warranty. • Intel 1.7 GHz Intel processor or higher with 6 Core. • 8GB DDR4 RAM or higher with scalability. • Usable space of 4 TB, scalability up to 32TB. • With pre-installed Microsoft Windows Storage Server 2016 Standard Edition operating system. • NAS Controllers should be rack mounted not more than 2U. • At least 4 x 1Gbps ethernet ports. • The proposed bidder should have implemented the proposed Array/Appliance System successfully in government department/PSU/ Autonomous bodies/Reputed companies.
2	Compatibility.	<ul style="list-style-type: none"> • The proposed backup solution should be fully compatible with exiting IT infrastructure of the UERC. • Proposed array should have capability to support higher capacity disk and offsite backup also, in case of future upgrade.
3	Operating system Support	It should support, multiple Operating Systems connecting to it, including of Windows, Linux etc.
4	Capacity /Scalability & Upgrade	The proposed Array/Appliance must be scalable to 32 TB.
5	Licensing	All the required or necessary licenses must be perpetual and should be provided for the entire capacity of the Array/Appliance. This should include licenses for Management and monitoring module.
6	Availability	The Array/Appliance should be able to provide availability parameter of 99.9999 % from the date of acceptance.
7	Warranty & Support	3 Years, Comprehensive, On-Site Support Warranty including part replacement /repairs and Software support for updates, upgrades, patches, and bug fixes for supplied s/w from OEM.
8	Alerting	Alerts should be visible on dashboard.
9	Others	All required Accessories (cable and connectors) to be supplied by bidder.

3. Network Switch - 1 quantity

1.	Network Switch	24 port L2 managed network switch having following features:- <ul style="list-style-type: none">• Should have 10 Gigabit Ethernet connectivity.• Connect to servers, SAN storage and network storage devices using standard RJ-45 Ethernet cables.• With Rack-mountable kit.• 3 years warranty.
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4. External Hard Disk - 9 quantity

1.	External Hard Disk	9 External/Portable Hard Disk with following features:- <ul style="list-style-type: none">• Connectivity : wired• Capacity : 1 TB• HDD interface: USB 2.0/3.0• Shock resistant• On site OEM warranty : 3 years
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Section 10 - Documents forms

Annexure A1 - Bidder's Letter for EMD

To

The Secretary,
Uttarakhand Electricity Regulatory Commission
"Vidyut Niyamak Bhawan", Near I.S.B.T., P.O. Majra
Dehradun (Uttarakhand)-248171

Subject: RFP # ----- dated ----- for "Request for Proposal for deployment and implementation of disk based Backup & Recovery solution".

Sir,

We have enclosed an EMD in the form of a Demand Draft No.____ issued by the branch _____of the _____Bank, for the sum of Rs. _____ (Rupees _____).

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

Annexure B - Bid Offer Form (without Price)

(Bidder's Letter Head)

OFFER LETTER

Date:

To

The Secretary

Uttarakhand Electricity Regulatory Commission

"Vidyut Niyamak Bhawan", Near I.S.B.T., P.O. Majra

Dehradun (Uttarakhand)-248171

Subject: RFP No. ----- dated ----- for "Request for Proposal for deployment and implementation of disk based Backup & Recovery solution".

Dear Sir,

We have examined the above referred RFP document. As per the terms and conditions specified in the RFP document and in accordance with the schedule of prices indicated in the commercial bid and made part of this offer.

We acknowledge having received the following addenda / corrigenda to the RFP document.

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

1. Prices have been quoted in INR.
2. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
3. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
4. We agree that the rates / quotes, terms and conditions furnished in this RFP are for UERC.
5. If our offer is accepted, we undertake, to start the assignment under the scope immediately after receipt of your order. We have taken note of Penalty clauses in the RFP and agree to abide by the same. We also note that UERC reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable. We understand that for delays not attributable to us or on account of

uncontrollable circumstances, penalties will not be levied and that the decision of UERC will be final and binding on us.

6. We agree to abide by this offer till 180 days from the last date stipulated by UERC for submission of bid, and our offer shall remain binding upon us and may be accepted by UERC any time before the expiry of that period.

7. We certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any information /data/particulars are found to be incorrect, UERC will have the right to disqualify /blacklist us and forfeit bid security.

8. We undertake to comply with the terms and conditions of the bid document. We understand that UERC may reject any or all of the offers without assigning any reason whatsoever.

9. As security (EMD) for the due performance and observance of the undertaking and obligation of the bid we submit herewith Demand Draft bearing no. _____ dated _____ drawn in favor of "Secretary, UERC, Dehradun for an amount of Rs. _____ (Rs. _____ only) payable at Dehradun.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

Annexure C - Bidder Information

(Bidder's Letter Head)

Details of the Bidder				
1	Name of the Bidder			
2	Address of the Bidder			
3	Constitution of the Company (Public Ltd/ Pvt Ltd)			
4	Details of Incorporation of the Company.	Date:		
		Ref#		
5	Valid Sales tax registration no.			
6	Valid Service tax registration no.			
7	Permanent Account Number (PAN)			
8	Goods & Services Tax (GST) Registration Numbers			
9	City			
10	State			
11	Pin Code / State Code			
12	GSTIN Number			
13	HSN Number			
14	Name & Designation of the contact person to whom all references shall be made regarding this tender			
15	Telephone No. (Cell # and Landline # with STD Code)			
16	E-Mail of the contact person:			
17	Fax No. (with STD Code)			
18	Website			
Financial Details (as per audited Balance Sheets) (in Cr)				
19	Year	2015-16	2016-17	2017-18
20	Net worth			
21	Turnover			
22	Profit after tax			

Annexure D - Declaration for Clean Track Record

(Bidder's Letter Head)

To

The Secretary
Uttarakhand Electricity Regulatory Commission
"Vidyut Niyamak Bhawan", Near I.S.B.T., P.O. Majra
Dehradun (Uttarakhand)-248171

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **Request for Proposal for deployment and implementation of disk based Backup & Recover solution _____** dated _____ I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation Seal

Date:

Business Address:

Annexure E - Declaration for Acceptance of RFP Terms and Conditions

(Bidder's Letter Head)

To

The Secretary
Uttarakhand Electricity Regulatory Commission
"Vidyut Niyamak Bhawan", Near I.S.B.T., P.O. Majra
Dehradun (Uttarakhand)-248171

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for **Request for Proposal for deployment and implementation of disk based Backup & Recovery solution - ----- dated -----**. I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation Seal

Date:

Business Address:

Annexure F - Declaration for Acceptance of Scope of Work

(Bidder's Letter Head)

To

The Secretary
Uttarakhand Electricity Regulatory Commission
"Vidyut Niyamak Bhawan", Near I.S.B.T., P.O. Majra
Dehradun (Uttarakhand)-248171

Sir,

I have carefully gone through the Scope of Work contained in the RFP document for selection of vendor for **Request for Proposal for deployment and implementation of disk based Backup & Recovery solution _____ dated _____**. I declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name
Designation Seal
Date:
Business Address:

Annexure G - Format Power of Attorney

(On Stamp paper of relevant value)

Know all men by the present, we _____ (name of the company and address of the registered office) do hereby appoint and authorize _____ (full name and residential address) who is presently employed with us holding the position of _____ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for **Request for Proposal for deployment and implementation of disk based Backup & Recovery solution** dated _____. - RFP No. _____ in response to the RFP by UERC, including signing and submission of all the documents and providing information/responses to UERC in all the matter in connection with our bid. We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 2019.

For _____.

(Signature)

(Name Designation and Address)

Accepted

(Signature) (Name Designation) Date:

Business Address:

Annexure H - Eligibility Criteria Compliance
(Bidder's Letter Head)

Sr.No	Eligibility Criteria	Compliance Yes/No	Documentary proof to be attached
1	The bidder should be a Company registered under the Companies Act/ Partnership / LLP since the last three years.		
2	The Bidder should have minimum annual turnover of INR 5 Crores during the three financial years (one of which shall be the latest financial year, though unaudited). In case of a JV / Consortium / Strategic partnership, the Principal Bidder should have reported profits as per above criteria.		Documentary Proof should be submitted
2	The bidder should be a profit (profit after tax) making company in any two of the three financial years (one of which shall be the latest financial year, though unaudited). In case of a JV / Consortium / Strategic partnership, the Principal Bidder should have reported profits as per above criteria.		Standalone financial Audited balance sheets & Profit /loss statement, Statutory Auditor's Report, Notes to Accounts and Schedules forming part
4	The bidder should not be currently blacklisted by any Govt. Department / PSU / institution in India or abroad.		Self-Declaration as per Annexure D on company letter head
5	The bidder should be authorized to quote for products and support by the OEM		Declaration from OEM
6	The Bidder should have support centres in India, preferably at Dehradun		Bidder to provide self declaration to the effect on company letter head
7	The bidder should have work experience of supply/ Installation of backup hardware and software solution.		Documentary Proof should be submitted

Annexure I - OEM/Manufacturer's Authorization Letter

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid]

Date:

To:

WHEREAS

We _____, are official manufacturers/OEM vendors of _____. We _____ do hereby authorize M/S _____ to submit a bid the purpose of which is to provide the following Goods, manufactured by us _____, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty, with respect to the Goods offered by the above firm.

Signed by the Manufacturer/OEM Vendor:

Name:

Title:

Annexure J - Client Reference/details of work done

(Bidder's Letter Head)

Sr. No	Particulars	Details
1	Name of the Organization	
2	Contact Person Name and Designation	
3	Phone Number of the Contact person	
4	Email Address of the Contact person	

(Signature)

(Name) (In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure K - Technical Compliance

(Bidder's Letter Head)

1. Backup & Recovery Software- 1 quantity

S No	Item	Specification	Compliance (Yes/No)
1	Brand	Brand of Backup solution purposed should have been deployed in Indian/State government /PUC/Autonomous body/Reputed organization.	
2	Capacity	<p>The software solution should be capacity based to cover following requirements:-</p> <ul style="list-style-type: none"> • Current data volume is approx. 2.5TB. • Approx. 95% file server data/server images and approx. 5 % database data. • Current IT environment of UERC is 2 Physical Host in load balancing mode with total 5 Virtual Machines, 1 SAN Storage having logical drives and multiple database including MSSQL, MySQL, PostgreSQL in UERC's Data Centre. • Support cluster solution. 	
3	Data Efficiency	The software must provide inbuilt Data de-duplication, compression and encryption feature to integrate with various disk storage.	
		Software must provide de-duplication capability at source and target level.	
4	Encryption	Backup/Restore and Recovery solution must have capability of data encryption & decryption for full configured capacity.	
		The software must be able to Compress and Encrypt data at the source.	
5	Backup/Recovery Type	Backup Software must support multiple level of backups including full, incremental, differential, synthetic and optimized synthetic backups including the Virtual backups.	
		Backup software should integrate with Disk Backup target device which supports hardware/software data de-duplication capabilities.	
		Backup software must be able to auto discover and dynamically configure them for data protection.	
		Backup software solution must support IPV4 and IPV6 addressing system.	
		Backup software solution must have capability to do trend analysis for capacity planning of backup environment.	

		Proposed software must have inbuilt capability to archive logs automatically based on file attributes to defined disk target device. The solution must work with appliances of various brands like HPE, Dell etc.	
		Must Support NAS based backup	
6	Backup Support for Physical, Virtual environment	Backup Software must support GUI with centralized management / Single interface for management of all backup and Recovery activities. The backup software must support email alerts mechanism.	
		Backup & Recovery solution should have capability to take backup of physical & virtual machines supporting different requirement of PostgreSQL, MySQL, MS-SQL etc. Hence, solution must provide native online backups of all mentioned database on physical and virtual environment. In case of third party backup agents for any database is required, license for unlimited DB instance should be provided.	
		The offered software must integrate with different hypervisors managers to backup different platforms including VMware, Hyper-V.	
		Backup of the complete infrastructure should not exceed the backup window of 8hrs .	
		It should have periodic reporting capability.	
		Backup software must support Auto discovery to provide list of available storage, Virtual Machines, database instances in a backup console.	
7	Data Security	Encryption of the stored data should be performed for enhanced security.	
		Backup should be stored in encrypted format.	
8	Installation	The successful bidder shall install/integrate backup solution in consultation with IT division of the UERC.	
9	Storage Requirement	Bidder/OEM will also provide, deploy, integrate and configure NAS storage for Backup & Recovery. Listed in Annexure B & C.	
10	Training	The bidder should include OEM training for the proposed solution for 3 members of UERC.	
11	Scalability	Must have DR Scalability for cloud/off site storage	

2. Backup Hardware- 1 quantity

S No	Item	Specification	Compliance (Yes/No)
1	Requirement	<p>NAS Based Backup Hardware of:-</p> <ul style="list-style-type: none"> •8TB Capacity with 3 years warranty. •Intel 1.7 GHz Intel processor or higher with 6 Core. •8GB DDR4 RAM or higher with scalability. •Usable space of 4 TB, scalability up to 32TB. •With pre-installed Microsoft Windows Storage Server 2016 Standard Edition operating system. •NAS Controllers should be rack mounted not more than 2U. •Atleast 4 x 1Gbps ethernet ports. •The proposed bidder should have implemented the proposed Array/Appliance System successfully in government department/PSU/ Autonomous bodies/Reputed companies. 	
2	Compatibility.	The proposed backup solution should be fully compatible with exiting IT infrastructure of the UERC.	
		Proposed array should have capability to support higher capacity disk and offsite backup also, in case of future upgrade.	
3	Operating system Support	It should support, multiple Operating Systems connecting to it, including of Windows, Linux etc.	
4	Capacity / Scalability & Upgrade	The proposed Array/Appliance must be scalable to 32 TB.	
5	Licensing	All the required or necessary licenses must be perpetual and should be provided for the entire capacity of the Array/Appliance. This should include licenses for Management and monitoring module.	
6	Availability	The Array/ Appliance should be able to provide availability parameter of 99.9999 % from the date of acceptance.	
7	Warranty & Support	3 Years, Comprehensive, On-Site Support Warranty including part replacement /repairs and Software support for updates, upgrades, patches, and bug fixes for supplied s/w from OEM.	
8	Alerting	Alerts should be visible on dashboard.	
9	Others	All required Accessories (cable and connectors) to be supplied.	

3. Network Switch- 1 quantity

S No	Item	Specification	Compliance (Yes/No)
1.	Network Switch	24 port L2 managed network switch having following features:- <ul style="list-style-type: none">• Should have 10 Gigabit Ethernet connectivity.• Connect to servers, SAN storage and network storage devices using standard RJ-45 Ethernet cables.• With Rack-mountable kit.• 3 years warranty.	

4. External Hard Disk- 9 quantities

S No	Item	Specification	Compliance (Yes/No)
1.	External Hard Disk	External/Portable Hard Disk with following features:- <ul style="list-style-type: none">• Connectivity : wired• Capacity : 1 TB• HDD interface: USB 2.0/3.0• On site OEM warranty : 3 years	

Annexure M - Indicative Commercial Bid Form (Bidder's Letter Head)

(To be included in Commercial Bid)

To

The Secretary
Uttarakhand Electricity Regulatory Commission
"Vidyut Niyamak Bhawan", Near I.S.B.T., P.O. Majra
Dehradun (Uttarakhand)-248171

Dear Sir,

Re: RFP No. _____ dated _____ for "Request for Proposal for deployment and implementation of disk based Backup & Recovery solution".

Having examined the Bidding Documents placed along with RFP, we, the undersigned, offer to provide the required infrastructure in conformity with the said Bidding documents for the sum of Rs.....(Rupees _____) (exclusive of taxes) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to provide _____ for the above purpose within the stipulated time schedule. We agree to abide by the Bid and the rates quoted therein for the orders awarded by UERC up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

We have complied with all the terms and conditions of the RFP. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this..... Day of.....2019

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of