

**TELANGANA STATE ELECTRICITY
REGULATORY COMMISSION**

**Request for Proposal for
Supply and Installation of Server**

15-03-2024

**#11-4-660, 5th Floor, Singareni Bhavan, Red Hills,
Hyderabad-500004**

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Invitation for Proposal

Telangana State Electricity Regulatory Commission (hereafter referred to as TSERC), having its Office at #11-4-660, 5th Floor, Singareni Bhavan, Red Hills, Hyderabad-500004, invites responses (“Proposals”/ “Bids”) to this RFP for Supply and Installation of HP/DELL Server.

Interested Bidders are advised to study this RFP document carefully before submitting their proposals in response to this RFP Document. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. Any subsequent corrigenda / clarifications will be shared on the e-mail ids provided by the organizations/ individuals who have participated through bidding. The time, date and venue details related to the proposal submission are mentioned in this document. Proposals must be received not later than time, date and venue mentioned in this document. Proposals that are received after the deadline will not be considered.

2. Scope of Work :

2.1 Requirements

TSERC invites quotations for Supply and Installation of HP/DELL Server with the following configuration:

RACK SERVER	
Form Factor	2U RACK Server
Processor:	2 X Intel® Xeon® Gold -2.5G or more with 16C/32T, 16GT/s, 37.5M Cache, Turbo, or better
Memory:	4 x 16GB RDIMM, 4800MT/s Single or Dual Rank
Storage:	2 x 1.6 TB Hot Plug SSD 5 x 1.9 TB Hot Plug SSD
RAID Controller	Hard ware RAID Controller card with cache and hardware XOR engine, Should support RAID Levels 5 and RAID 1
Ports:	1 X VGA port 4 h 1 RJ45 Ethernet Port 10/100/1000 Mbps 2 X USB 3.2 Gen or 2.0 ports, 1 line out/line in audio port Should have and Support a Remote management port
Power Supply:	Dual, Fully Redundant(1+1), Hot-Plug Power Supply,1100W
Network Card:	Quad Port 1GbE BASE-T Adapter,
Accessories	Keyboard and Mouse, Combo Drop-In/Stab-In Rails
Warranty:	5 Years on site with hard drive retention after replacement.

Eligibility: The bidders should have supplied servers/computer systems to the Government of India / Government of Telangana or PSUs and should be authorised dealers.

3. Deliverables:

1. Bidder shall deliver the goods within two (2) weeks from the date of signing of the contract.

4. Payments conditions

1. **EMD:** Rs. 50,000/-, by way of a crossed demand draft drawn only in favor of secretary/TSERC and payable at Hyderabad. The crossed DD should invariably be furnished along with the bids. Alternatively, the bidders may furnish a B.G. from any nationalized bank only in the name of Secretary/TSERC in original in lieu of DD only

as per the proforma attached. Fax / photocopies of the EMD will not be accepted and will be rejected.

2. **Payment:** Payment will be made within 15 days from the date of raising of Invoice and successful supply, Installation and commissioning of the equipment.

3. Performance Security Deposit (PSD)

- i. The bidder shall deposit a Performance Bank Guarantee (PBG) or PSD of 10 % of the contract value with the TSERC within 15 days of issue of work order.
- ii. Failure of the successful Bidder to submit the aforementioned PSD or sign the Contract Agreement shall constitute sufficient grounds for the annulment (cancellation / termination) of the award and forfeiture of the EMD. In that event the Tendering Authority may award the Contract to the next best value Bidder whose offer is valid and substantially responsive and is determined by the tendering authority to be qualified to perform the Contract satisfactorily.
- iii. No interest will be paid by TSERC on the amount of PSD.

5. Deadline for the Submission of Proposal / Bids

1. Bidders must submit the Bids on or before the 25 March, 2024 till 5:00 pm.
2. All correspondence/responses should be done on TSERC email ID- secy@tserc.gov.in.
3. Bids received after the due date will not be considered.

6. Format and Signing of Bid

1. The Bid forms/templates/annexures, etc., shall be signed by a person duly authorized to sign, in token of acceptance of all the terms and conditions of the Bidding Document. This authorization shall consist of a written Letter of Authorization from the authorized person, accompanied with a Board Resolution in case of a company/power of attorney;
2. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are duly signed by the authorized person signing the Bid;
3. Bidders must submit their Bids in pdf format over email (secy@tserc.gov.in) within given timeframe.
4. If Bids are not submitted as per the details mentioned in this bidding document, TSERC shall reject the Bid.

7. Selection Method

Selection of Bidder will be finalized by TSERC's Internal Committee after evaluation of Technical and Commercial Bids of all the participants.

Bidders are requested to submit their technical and financial bids strictly in the format as per the Annexure-4 and Annexure-5 respectively. The Bids received in any other format will not be considered.

8. Disqualification

TSERC may at its sole discretion and at any time during the processing of Bids, disqualify any Bidder/ Bid from the Bid process if the Bidder: -

1. Has not submitted Bid in accordance with the Bidding Document;
2. Has imposed conditions in Bid;
3. During validity of Bid or its extended period, if any, increases his quoted prices;
4. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
5. Has failed to provide clarifications related thereto, when sought;
6. Has submitted more than one Bid. This will cause disqualification of all Bids submitted by such Bidders.
7. Is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification.

9. Acceptance of the Tender/ Bid and Notification of Award

1. TSERC shall notify the successful Bidder, in writing, that its Bid has been accepted;
2. The TSERC shall award the Contract to the Bidder whose proposal/ Bid has been determined to be the best value Bid;
3. Decision on Bids shall be taken within original validity period of offers. If the decision on acceptance or rejection of a Bid cannot be taken within the original Bid validity period due to unavoidable circumstances, all the Bidders shall be requested to extend validity period of their Bids up to a specified date;
4. As soon as a Bid is accepted by the TSERC, its written intimation shall be sent to the concerned Bidder. If the issuance of formal Work Order is likely to take time, a Letter of Intent (LoI) may be sent in the meanwhile. In the same intimation the Bidder may be asked to execute an agreement in prescribed format on a non-judicial stamp of prescribed value;
5. The acceptance of an offer is complete as soon as the letter of communication is posted to the correct address of the Bidder;

10. Confidentiality

1. Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award;
2. Any attempt by a Bidder to influence the TSERC or other officials in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of his Bid;
3. From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the TSERC on any matter related to the Bidding process, he may do so in writing.

4. The Selected Bidder shall keep confidential and shall not, without the written consent of TSERC, divulge to any third party any information furnished directly or indirectly in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract;
5. The Selected Bidder shall not use such documents, data, and other information received from TSERC for any purpose other than the design, procurement, or other work and services required for the performance of the Contract;
6. Prospective CSP will insure the safety and confidentiality of the data collected through TSERC application.

11. Conflict of Interest

1. TSERC considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. In pursuance of TSERC's procurement ethics requirement that Bidders, Suppliers, and Contractors under contracts observe the highest standard of ethics, TSERC will take appropriate actions against the Bidder, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all Bidders found to have a conflict of interest shall be disqualified;
2. A Bidder may be considered to be in a conflict of interest if the Bidder or any of its affiliates participated as a consultant in the preparation of the solicitation documents/RFP for the procurement of the goods and services that are the subject matter of the Bid;
3. It may be considered to be in a conflict of interest with one or more parties in the Bidding process:-
 - i. If they have controlling shareholders in common; or
 - ii. If it receives or have received any direct or indirect subsidy from any of them; or
 - iii. If they have the same legal representative for purposes of the Bid; or
 - iv. If they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the tendering authority regarding this Bidding process.

12. TSERC's Right to Accept / Reject any or all of the Bids

The Tendering Authority (TSERC) reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

13. Signing of Contract

Promptly after notification of Award, the Tendering Authority shall send to the successful Bidder the Contract Agreement including "Special Conditions of Contract". Within Thirty (30) days of receipt of the Letter of Intent/ Work Order from the Tendering Authority, the successful Bidder shall sign, date, and return the Contract Agreement to the Tendering Authority.

14. Reservation of Rights related to Bid process

To take care of unexpected circumstances, TSERC reserves the rights for the following:

- i. Extend the closing date for submission of the Bid proposals;
- ii. Amend the Bidding requirements at any time prior to the closing date, with the amendment being notified to prospective Bidders and on the respective websites;
- iii. Allow a Bidder to change its technical Proposal if the same opportunity is given to all Bidders but before the opening of financial Bids;
- iv. To accept any Bid not necessarily the lowest, reject any Bid without assigning any reasons and accept Bid for all or anyone or more of the articles/ services for which Bid has been invited or distribute items of stores/ services to more than one Bidder;
- v. Terminate or abandon the Bidding procedure or the entire Project whether before or after the receipt of Bid proposals;
- vi. Seek the advice of external consultants to assist TSERC in the evaluation or review of Proposals;
- vii. Make enquiries of any person, company or organization to ascertain information regarding the Bidder and its Proposal;
- viii. Reproduce for the purposes of the procedure, the whole or any portion of the Proposal despite any copyright or other IPR that may subsist in the Proposal.

15. Monitoring of Contract

If delay in delivery of goods and service is observed a performance notice shall be given to the selected Bidder to speed up the delivery;

16. Administrative clauses

1. Any change in the Constitution of the Firm, etc. shall be notified forthwith by the contractor/bidder in writing to the TSERC and such change shall not relieve any former member of the firm, etc., from any liability under the Contract;
2. No new partner / partners shall be accepted in the Firm by the selected Bidder/CSP in respect of the Contract unless he/ they agree to abide by all its terms, conditions and deposits with the TSERC through a written Agreement to this effect. The Bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the Contract;
3. The selected Bidder shall not assign or sub-let his Contract or any substantial part thereof to any other agency without the permission of Tendering Authority.

17. General Terms and Conditions of Tender

18.1 Definitions

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them:

- i. "Price" means the price payable to the Selected Bidder as specified in the commercial quote of the bidder, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- ii. "Day" means a calendar day.
- iii. "Completion" means the fulfillment of the related services by the Selected Bidder in accordance with the terms and conditions set forth in the RFP.

18.2 General Conditions of the Bid

Governing Law: The Contract shall be governed by and interpreted in accordance with the laws applicable in Telangana State unless otherwise specified.

18.3 Taxes & Duties

1. The Income Tax, GST etc., if applicable, shall be deducted at source from the payment to the Selected Bidder as per the law in force at the time of execution of Contract;
2. The Entry Tax, if applicable, shall be deducted at source and deposited in the Government Treasury in proper revenue receipt head of account;

18.4 Termination

Termination for Default

1. The TSERC reserves the right to, without prejudice to any other remedy for breach of Contract, by a written notice of default of at least 30 days sent to the Selected Bidder, terminate the contract in whole or in part:
2. If the Selected Bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by TSERC; or
3. If the Selected Bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
4. If the Selected Bidder, in the judgment of TSERC, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract; or
5. If the Selected Bidder commits breach of any condition of the Contract; or
6. If TSERC terminates the Contract in whole or in part, amount of PSD and due payment if any, may be forfeited;

Termination for Insolvency

- i. TSERC may at any time terminate the Contract by giving a written notice of at least 30 days to the Selected Bidder, if the Selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to TSERC.

Termination for Convenience

- i. TSERC, by a written notice of at least 30 days sent to the Selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the TSERC's convenience, the extent to which performance of the Selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective;
- ii. Depending on merits of the case the Selected Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination;
- iii. Payment to be made shall not exceed the amount payable till that point of time.

18.5 Settlement of Disputes

1. General: If any dispute arises between the Selected Bidder and TSERC during the execution of a Contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the Selected Bidder on the points of dispute. The representation so received shall be examined by the concerned Committee which sanctioned the tender. The Committee may take legal advice of a counsel and then examine the representation. The Selected Bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the Selected Bidder;
2. Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a Contract shall be settled by a competent court in Hyderabad having jurisdiction, after decision of the TSERC committee for settlement of disputes.

ANNEXURE 1: Cover Letter

To,
The Secretary,
Telangana State Electricity Regulatory Commission,
Hyderabad– 500004 (Telangana)

Reference: NIT No. : _____ Dated: _____

Dear Sir,

I/ We, the undersigned bidder, having read and examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to work as “Implementing Agency” as per the defined scope of the work and in conformity with the said bidding document for the same. We hereby offer our best price and it shall be applicable during the evaluation/contract period.

I/ We undertake that the prices are in conformity with the specifications/ requirements prescribed. The price quotes is inclusive of all cost likely to be incurred for executing this work. The prices quoted are inclusive of government taxes/duties except service tax.

I/ We hereby declare that, in case, the contract is awarded to us, we will submit the performance security of 10% of contract value for the due performance of contract and in the form prescribed by TSERC.

I/ We agree to abide by this bid for a period of 180 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

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

We agree to the terms & conditions mentioned in the bidding document.

Date:

Authorized Signatory

Name:

Designation:

ANNEXURE 2: Format for Submission of Project References

Product Name:	Value of product (In INR):
Country: Location within country:	Warranty period :
Name of Customer:	Equipment supplied:
Contact person with address, phone and e-mail:	Approx. value of the equipment services provided by your company (in INR):

Please attach a copy of the work order/ completion certificate/ purchase order/ letter from the customer for similar supplies made.

ANNEXURE 3: Certificate of Conformity/ No Deviation

To,
The Secretary,
Telangana State Electricity Regulatory Commission,
Hyderabad– 500004 (Telangana)

CERTIFICATE

This is to certify that, the specifications I/ We have mentioned in the Technical bid/ proposal, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the Tender/ bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms & conditions without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end Implementation and execution of the project, to meet the desired Standards set out in the Tender/ bidding document.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

ANNEXURE 4: Technical Proposal

RACK SERVER	
Form Factor	2U RACK Server
Processor:	2 X Intel® Xeon® Gold -2.5G or more with 16C/32T, 16GT/s, 37.5M Cache, Turbo, or better
Memory:	4 x 16GB RDIMM, 4800MT/s Single or Dual Rank
Storage:	2 x 1.6 TB Hot Plug SSD 5 x 1.9 TB Hot Plug SSD
RAID Controller	Hard ware RAID Controller card with cache and hardware XOR engine, Should support RAID Levels 5 and RAID 1
Ports:	1 X VGA port 4 h 1 RJ45 Ethernet Port 10/100/1000 Mbps 2 X USB 3.2 Gen or 2.0 ports, 1 line out/line in audio port Should have and Support a Remote management port
Power Supply:	Dual, Fully Redundant(1+1), Hot-Plug Power Supply,1100W
Network Card:	Quad Port 1GbE BASE-T Adapter,
Accessories	Keyboard and Mouse, Combo Drop-In/Stab-In Rails
Warranty:	5 Years on site with hard drive retention after replacement.

ANNEXURE 5: Financial Proposal

Sr	Item	Qty	Amount Rs. (Incl. taxes)
1	Supply and Installation of HP/DELL Server	1	

Seal

Signature

ANNEXURE 6: Bank Guarantee Format

BANK GUARANTEE FORMAT

(To be stamped in accordance with Stamp Act and to be issued by a Nationalized/ Scheduled bank having its branch at Hyderabad and payable at par at Hyderabad, Telangana)

To,
The Secretary,
Telangana State Electricity Regulatory Commission,
Hyderabad– 500004 (Telangana)

Sir,

1. In accordance with your RFP for <please specify the project title> vide RFP reference no. <Please specify> M/s. (Name & full address of the firm) (Hereinafter called the “Bidder”) hereby submits the Bank Guarantee to participate in the said tender as mentioned in the RFP document.

It is a condition in the tender documents that the Bidder has to deposit a Bank Guarantee (10% of contract value) from a Nationalized Bank/ Scheduled Commercial Bank having its branch at Hyderabad, with Telangana State Electricity Regulatory Commission, Hyderabad, Telangana (hereinafter referred to as “TSERC”), irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of tender). It may be extended if required in concurrence with the bid validity.

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the TSERC of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the TSERC shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the TSERC on account thereof to the extent of the Bank Guarantee required to be deposited by the Bidder in respect of the said Tender Document and the decision of the TSERC that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the TSERC shall be final and binding on us.

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the TSERC and it is further declared that it shall not be necessary for the TSERC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the TSERC may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

7. The right of the TSERC to recover the said amount of <INR _____ (Rupees <in words>> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc.

8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <INR_____ (Rupees <in words>> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.

9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date (Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

WITNESS (with full name, designation, address & official seal, if any)

(1)

.....

(2)

.....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee shall fulfill the following conditions in the absence of which they cannot be considered valid:

1. Bank Guarantee shall be executed on non-judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalized Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by TSERC.
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address: