

11100818620254 Dt. 22/03/21



## Contract

Contract No: GEMC-511687717864164

Generated Date:16-Mar-2021

Bid/RA/PR No:GEM/2020/B/810524

Organisation Details	Buyer Details
Type: Central PSU	Designation: Assistant Mgr MM
Ministry: Ministry of Coal	Contact No.: 0712-2511381-5859
Department: Materials Management	Email ID: satish.alugolu@nic.in
Organisation Name: Western Coalfields Ltd	GSTIN: 27AAACW1578L1ZW
Office Zone: Western Coalfields Limited / Nagpur	Address: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India

Financial Approval Detail	Paying Authority Details
IFD Concurrence: Yes	Payment Mode: Offline
Designation of Administrative Approval: DT (P&P)	Designation: Dy Manager Fin
Designation of Financial Approval: GM(FINANCE)	Email ID: sprathi@westerncoal.gov.in
	GSTIN: 27AAACW1578L1ZW
	Address: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR CITY, MAHARASHTRA-440001, India

Seller Details	
GeM Seller ID:	33BC190000904341
Company Name:	FUSIONSTOR TECHNOLOGIES PRIVATE LIMITED
Contact No.:	09167046233
Email ID:	tender@fusionstor.com
Address:	UNIT NO.1,BUILDING NO.5, SECTOR-III,MILLENNIUM BUSINESS PARK, MAHAPE,NAVI MUMBAI, Thane, MAHARASHTRA-400701, -
MSME verified:	Yes
GSTIN:	27AABCF2640P1ZF

\*GST / Tax invoice to be raised in the name of - Consignee

Product Details							
#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	Product Name : Server Brand : Fusionstor Brand Type : Registered Brand Catalogue Status : OEM verified catalogue Selling As : OEM	Server	Fusionstor i5000 series	HSN not specified by seller	6	pieces	2,248,500
Total Order Value (in INR)							2,248,500

Consignee Detail							
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By	
1	Designation: - Email ID: ss.mangare@nic.in Contact: 071 75-285019- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL New Majri, P.O. Shivaji Nagar Distt Chandrapur, CHANDRAPUR, MAHARASHTRA-442503, India	Server	-	1	16-Mar-2021	27-Apr-2021	
2	Designation: - Email ID: asaari.mahender@nic.in Contact: -9618810882- GSTIN: -	Server	-	1	16-Mar-2021	27-Apr-2021	

	Address: Regional Stores, WCL P.O. GHUGUS COLLIERY Distt Chandrapur, M.S ; Pin 442 505, CHANDRAPUR, MAHARASHTRA-442505, India				
3	Designation: - Email ID: ulli.srikanthganesh@nic.in Contact: - GSTIN: - Address: Regional Stores, WCL, Durgapur Opencast, P.O. DURGAPUR Distt Chandrapur, (M.S)Pin 442 403, CHANDRAPUR, MAHARASHTRA-442403, India	Server	-	1	16-Mar-2021 27-Apr-2021
4	Designation: - Email ID: akpandey989@westerncoal.gov.in Contact: -8989117973- GSTIN: 23AAACW1578L1Z4 Address: Regional Stores, WCL Pench Area P.O CHANDAMETA Distt. Chhindwara, M.P 480447 GSTN: 23AAACW1578L1Z4, CHHINDWARA, MADHYA PRADESH-480447, India	Server	-	1	16-Mar-2021 27-Apr-2021
5	Designation: - Email ID: kskattimani@westerncoal.gov.in Contact: - GSTIN: 23AAACW1578L1Z4 Address: Regional Stores, Western Coalfields Limited Pathakhera Area P.O.:Pathakhera Colliery-460449, Distt.:Betul. ( M.P) GSTN: 23AAACW1578L1Z4, BETUL, MADHYA PRADESH-460449, India	Server	-	1	16-Mar-2021 27-Apr-2021
6	Designation: - Email ID: rahul.amane@nic.in Contact: 07116-247181- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL PO SILEWARA COLLIERY Dist. Nagpur M.S.; Pin 441 109, NAGPUR, MAHARASHTRA-441109, India	Server	-	1	16-Mar-2021 27-Apr-2021

### Product Specification for Server

Specification	Sub-Spec	Value
Chassis	Form Factor	Rack
	Size (RU)	1
Processor	Processor Architecture	CISC(X86)
	Processor Make	Intel
	Number of Cores per Processor	8
	Processor Base Frequency (GHz)	2.1
	Processor Turbo Frequency (GHz)	3.2
	Total Cache (L1+L2+L3)(MB)	11
	Processor Description/ Number	Intel Xeon Silver 4208
	Chipset compatible with CPU	Intel C621
	Expansion Slots Gen 3 (PCIe x1)	0
	Expansion Slots Gen 3 (PCIe x4)	0
	Expansion Slots Gen 3 (PCIe x8)	0

Motherboard	Expansion Slots Gen 3 (PCIe x16)	2
	Maximum number of Sockets available on Server	2
	Maximum number of Sockets populated with Processors available on Server	2
Co Processor / GPU	Availability of Co Processor /GPU	No
	If Yes, Maximum Number of Slots available for Co-Processor/GPU	0
	If Yes, Maximum Number of slots populated with Co processor/GPU	0
	If Yes, Co Processor /GPU Description	NA
Memory	Type of RAM	DDR4 SDRAM with ECC
	Total Number of DIMM Slots available	16
	Number of DIMM Slots populated with DDR SDRAM	2
	Number of DIMM Slots populated with DDR NVRAM	0
	DDR SDRAM Size(GB)	64
	DDR NVRAM Size (GB)	0
	DDR SDRAM upgradable upto using spare DIMM Slots (GB)	448
	DDR NVRAM upgradable upto using spare DIMM Slots (GB)	0
	Type of Interface for SSD	NA
	Type of SATA SSD	NA
	SATA SSD Hot Swappable	NA
	Endurance for SATA SSD (DWPD - Drive Writes Per Day) (X)	0
	Total Number of Slots available for SATA SSD	0
	Number of Slot Populated with SATA SSD	0
	Capacity offered per SATA SSD (GB)	0
	Total Capacity Offered with SATA SSD (GB)	0
	Type of SAS SSD	NA



## SSD Storage

SAS SSD Hot Swappable	NA
Endurance for SAS SSD (DWPD - Drive Writes Per Day) (X)	0
Total Number of Slots available for SAS SSD	0
Number of Slots populated with SAS SSD	0
Capacity Offered per SAS SSD (GB)	0
Total Capacity Offered with SAS SSD (GB)	0
Type of NVMe SSD	NA
NVMe SSD Hot Swappable	NA
Endurance for NVMe SSD (DWPD - Drive Writes Per Day) (X)	0
Total Number of Slots available for NVMe SSD	0
Number of Slots populated with NVMe SSD	0
Capacity Offered per NVMe SSD (GB)	0
Total Capacity Offered with NVMe SSD (GB)	0

## HDD Storage

Type of Interface for Hard Disk Drive	SAS
Total number of Slots available for SATA Drive	0
Number of Slots populated with SATA Drive	0
Capacity offered per SATA Drive (GB)	0
SATA drive speed (hot plug or better) (RPM)	NA
Total Storage Capacity offered with SATA Drive (GB)	0
Total number of slots available for SAS drive	8
Number of Slots populated with SAS Drive	5
Capacity offered per SAS Drive (GB)	1200
SAS drive Speed (Hot plug or better) (RPM)	10K
Total Storage Capacity	

	offered with SAS Drive (GB)	6000
	Total number of slots available for NL SAS drive	0
	Number of Slots populated with NL SAS Drive	0
	Capacity offered per NL SAS Drive	0
	NL SAS drive speed (hot plug or better) (RPM)	NA
	Total Storage Capacity offered with NL SAS Drive (GB)	0
RAID	RAID level	5
	No of RAID Controller Ports	8
	Speed of RAID Controller Ports (Gbps)	12
	RAID Controller Cache (GB)	2
Ports &	Network Card Supported	1G,10G
	Number of Networking Interface Cards (LAN)	2
	Whether Network Interface Card Embedded	Yes
	Total Number of Ethernet Ports required in Server	2x1G
	Networking Interface Card Features	Asset Feature Tracking,Security Management
	Server Network Ports should Support SR-IOV Feature	No
	Server network ports should support DPDK and it should deliver zero packet loss as per RFC 2544 and deliver 100% line rate for all the packet sizes over 64 Bytes, Vendor to submit latest DPDK test report for the same	No
	Number of Single port FC HBA card	0
	Number of Dual port FC HBA card	0
	Number of Quad port FC HBA card	0
	FC HBA Speed (Gbps)	NA
	vHBA Card Features Supported	No

Interfaces	Number of Converged Network Adaptor (CNA)	0
	Number of Ports per CNA card	NA
	CNA Port Speed (Gbps)	0
	Length of LC-LC Cable per SFP+ Port (meter)	0
	Length of LC-LC Cable per HBA Port (meter)	0
	Length of LC-LC Cable per CNA Port (meter)	0
	Length of Twinax Breakout Cables per Port (meter)	0
	Video Controller (support VGA or above resolution)	Yes
	Keyboard Port	No
	Mouse Port	No
	DVD ROM (Internal/Exrternal)	Yes
	USB Ports (version 2point0/3point0)	4
	Total number of Spare Bays Available for Future Upgradation (Internal)	3
	Total number of Spare Bays Available for Future Upgradation (Hot Pluggable)	0
Certifications	Certifications/Compliance (OS)	Windows,Red Hat Linux,Suse Linux,Ubuntu
	Certification/Compliance (Virtualization/Cloud Platform)	VM ware,HyperV,Oracle Virtualization,Red Hat Virtualization,Xen
Features	Management Features-1	Remoter power On/ Shutdown of server,,Remote Management of Server over LAN & WAN with SSL encryption through gigabit management port,,Should have virtual Media support with all required licenses.,Remote KVM,Server Health Logging,Out of Band Management
	Management Features-2	Management of multiple Servers from single console with single source of truth for multiple sites.,Automated infrastructure management for patch upgrades, version upgrades ,etc.,Simplified management with analytics driven actionable intelligence.,System tagging giving admin flexibility to provide metadata tags to each System to enable users to filter and sort systems based on user-assigned attributes,Hardware Profile based deployment to multiple Servers simultaneously,Policy template for deployment of single policy to multiple Servers simultaneously,Platfrom inventory and helath status,Server utilization statistics collection (including firmware updates and diagnostic tools),Should provide an alert in case the system is not part of OEM hardware complatibility test,Solution should be open and programmable providing Rest API, SDK for programming lanugaes like Python , power shell scripts etc.,Should have customizable dashboard to show overall faults/health/inventory for all managed infrastructure the solution should provide option to create unique dashboards for individual users.the user should be flexibility to select name for dshasboards and widgets (viz. health, utilization etc),Single pane of glass for auto Provisioning across Multi vendor & multi hypervisor platform,Self service portal deployment for automated provisioning,Real-time out-of-band hardware performance monitoring & alerting
	Security Features-1	Secure Boot(Firmware and Bios Level Security),Provision to lock the system on breach,Hardware root of trust/Dual Root of Trust,Server should provide policy based security,Server should provide server intrusion detection,,,"Malicious Code Free design" (to be certified by OEM)
	Security Features-2	Provision for Cryptographic firmware updates,Capability to stop execution of Application/Hypervisor/ Operating System on predefined security breach,Secure /Automatic BIOS recovery,Network Card secure firmware boot,In case of any



		security breach system should provide the lock down feature
	Server scalability to be achieved within the box & without adding nodes	Yes
	support for high availability clustering and virtualization	Yes
Generic	Redundant Power Supply	Yes
	Hot Swappable (Redundant Power Supply)	Yes
	Power Supply Efficiency	Platinum
	Redundant Fan	Yes
	Hot Swappable (Redundant Fan)	Yes
	Server Main Supply	230 +/- 10%Vac
Benchmark	SPEC int_rate_base 2017 for the product (must be available on SPEC dot ORG before evaluation)	0
	SPEC fp_rate_2017 for the product (must be available on SPEC dot ORG before evaluation)	0
	SPEC int_speed_base 2017 for the product (must be available on SPEC dot ORG before evaluation)	0
	SPEC fp_speed_2017 for the product (must be available on SPEC dot ORG before evaluation)	0
	Maximum power consumption of the system (Watts)	800
	BIS Registration under CRS of MeitY	Yes
	BIS Registration Number Under CRS of MeitY and its validity	R-71009580
	Other Certifications Available	UL
	RoHS Compliance	Yes
	Availability of the type test report from Central Government / NABL / ILAC accredited laboratory covering verification of all features & functional parameters & environmental tests sequence	No

Miscellaneous	a) Dry heat: test - for 16 hrs at 45 deg C as per IS: 9000/pt-3/sec-5/1977 b) Cold test - for 4 hrs at 0 deg C as per IS: 9000/pt-2/sec-4/1977 c) Damp Heat Cyclic Test - for 2 cycles of 24 hrs at 40 deg C & 95% RH as per IS: 9000/pt-5/sec-1/1981	NA
	The server has been checked for all the parameters before conditioning, After completion of the environmental tests sequence, with a recovery period of 1 to 2 hrs, the server found to be functional	NA
	Test Report Number & date	1905025
	Name & Address of Lab	NEMKO INDIA PVT LTD
Scope of Supply	Installation and Commissioning shall be included in the scope of supply	Yes
Warranty	On Site OEM Warranty (Year)	5

## Terms and Conditions

### 1. General Terms and Conditions

**1.1** This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

**1.2 Terms of delivery:** Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

**1.2.1** Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.

**1.2.2** A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.

**1.3 Delivery period:** The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

**1.4 Performance Security:** If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

**1.5 Taxes and Duties:** Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

**1.6 Octroi Duty and / or other local taxes:** Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

**1.7 Limitation of Liability:** The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.



**1.8 Resolution of disputes:** The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

**1.9 Liquidated Damages:** If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

**1.10 Financial Certificate:**

**1.10.1** The expenditure involved for this purpose has received the Sanction of the competent financial authority.

**1.10.2** The funds are available under the proper head in the sanction budget allotment for the concern financial year.

**1.10.3** I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

**1.11** The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

**2. Additional Terms and conditions**

**2.1 Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

**2.2 Scope of supply (Bid price to include all cost components) :** Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

**2.3 Preference to Make In India products (For bids less than 200 Crore):**Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

**2.4 Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

**2.5 Timely Servicing / rectification of defects during warranty period:** After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

**2.6 Escalation Matrix For Service Support :** Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

**2.7 Availability of Service Centres:** Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

**2.8 IMPORTED PRODUCTS:** In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

**2.9**

**Malicious Code Certificate:**

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desired and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

**2.10** Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017

**2.11** Bidders can also submit the EMD with Account Payee Demand Draft in favour of WESTERN COALFIELDS LIMITED payable at NAGPUR. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

**2.12** Bidders can also submit the EMD with Banker's Cheque in favour of WESTERN COALFIELDS LIMITED payable at NAGPUR. Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

**2.13** Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name WESTERN COALFIELDS LIMITED Account No. 916020014855308 IFSC Code UTIB0000048 Bank Name AXIS BANK Branch address M.G House, Rabindranath Tagore Road, beside board office civil lines, Nagpur ,440001, Maharashtra.

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

**2.14** Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of WESTERN COALFIELDS LIMITED payable at NAGPUR. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.