

**HIGH COURT OF CHHATTISGARH,
BILASPUR**

Tender Notice No. 5016-A/RG/2015

Bilaspur, date 7th July, 2015.



Bid Document for

**Supply, Installation, Commissioning and Maintenance of Servers,
SAN at High Court of Chhattisgarh**

Note: This document contains total 57 pages including cover. No change and modification in the document by the bidder is permissible.

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Section – I

NOTICE INVITING TENDER

Tender Notice No. 5016/RG/2015

Bilaspur, date 7th July, 2015

The Registrar General, High Court of Chhattisgarh invites sealed tenders as a package from experienced and reputed firms/organizations/ Original equipments manufacturer (OEM) for the work “*Supply, Installation, Commissioning and Maintenance of Servers, SAN in the High Court of Chhattisgarh and Servers in District and Tehsil/Block Courts*”.

SI No .	EMD (In Rs.)	Tender fees	Date of pre-bid meeting	Last Date / Time of Submission of Bid	Date and Time of Opening the Bid	Time for Completion of the Work
1.	18,00,000/-	1000/-	22/08/2015	11/09/2015 till 4:30 PM	16/09/2015 at 2:30PM	Three Months

The complete tender document may be obtained in person or by authorized representative during Office Hours on normal working days on payment of nonrefundable Tender Document fee of Rs. 1000/-in the form of Demand Draft in favour of “**Registrar General, High Court of Chhattisgarh**”. The complete tender document can also be downloaded from website www.cghighcourt.nic.in. Firms submitting the downloaded version would need to pay the cost of the Tender Document in the above manner. All other terms and conditions for submission of tender are contained in the Tender Documents. If the date of submitting/opening of the Bid is declared as holiday then the bids shall be submitted / opened on next working day.

The Registrar General, High Court of Chhattisgarh, Bilaspur (C.G.) reserves the right to accept or reject any or all bids without assigning any reason thereof.

Address for communication:

Registrar General,

High Court of Chhattisgarh,

Bilaspur (C.G.)

Email: highcourt.cg@nic.in, Landline: 07752-241027

Section – II

2 INSTRUCTIONS TO BIDDERS:-

2.1 DEFINITIONS:-

- a) **“The Purchaser” or “The Employer”** means the High Court of Chhattisgarh through Registrar General, High Court of Chhattisgarh, Bilaspur.
- b) **“The Bidder”** means a firm or Joint Venture or Consortium which participates in the tender and submits its proposal.
- c) **“Successful Bidder”** means the Bidder, who, after the complete evaluation process, gets the “Letter of Award”. The Successful Bidder shall be deemed as “Contractor” appearing anywhere in the document.
- d) **“The Letter of Award”** means the issue of a signed letter by “the Purchaser” of its intention to award the work mentioning the total Contract Value. The timeline for delivery of products and services will start from the date of issue of Letter of Award.
- e) **“The Contract”** means the agreement entered into between “Purchaser and the Successful Bidder”, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- f) **“The Contractor”** means the individual or firm or OEM supplying the Goods / items and Services under this Contract.
- g) **“The Contract Price”** means the price payable to the “Successful Bidder” under the “Letter of Award” for the full and proper performance of its contractual obligations. The Contract Price shall be deemed as **“Contract Value”** appearing anywhere in the document.
- h) **“Site Acceptance Test (SAT)”** is a process of testing the contracted services provided by the Bidder at the locations specified by the Registrar General, High Court of Chhattisgarh. SAT comprises of Product Acceptance Tests with respect

to Technical Specifications and Bill of Materials as specified in this tender, checking the installation, commissioning and integration of sub-components and integration and Training at the site.

i)“Services” means Design, Supply, Installation, Integration, Training and coordinating for proper working of supplied equipments etc.

j)“NIT” is the Notice Inviting Tender. It is essentially the Press Notification of the Tender.

k) “OEM” - means Original Equipment Manufacturer .

l) “Tender Fees” is the amount of the tender document.

m) This tender is subject to availability of funds / Budget.

2.2 BID DOCUMENT:-

2.2.1 The process and procedures of bidding, the materials to be supplied and the various terms and conditions of this tender are provided in the Bid Document.

The Bid Documents include:-

- | | | |
|------|-------------|---|
| i. | Section I | Notice Inviting Tender |
| ii. | Section II | Instructions to Bidders |
| iii. | Section III | General Conditions of Contract |
| iv. | Section IV | Special Conditions of Contract |
| v. | Section V | Scope of work |
| vi. | Section VI | Technical Specifications |
| vii. | Section VII | Schedule of quantities and formats for
Submission of Proposals |

2.2.2 The Bidder should carefully read all the instructions, terms and conditions, specifications and various forms that are provided in the Bid Document. The tender may be rejected if any or all of the information asked for in this document are not furnished along with the tender or if the tender is not responsive with the Bid Document.

2.3 AMENDMENT OF BID DOCUMENTS:-

At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments.

2.4 COST OF BIDDING:-

The Bidder has to bear all the costs associated with the preparation and submission of the bid. Purchaser will, in no case, be responsible or liable for any of the costs, regardless of the conduct or outcome of the bidding process.

2.5 TENDER FEE (AF) AND EARNEST MONEY DEPOSIT (EMD):-

2.5.1 The proposal should be submitted along with the tender fee of Rs.1000/- (Rs One Thousand only) and Earnest Money Deposit (EMD) is of Rs.18,00,000/- (Rs. Eighteen Lakh Only) in the form of a demand draft/pay order/ unconditional Bank Guarantee drawn in favour of “**Registrar General, High Court of Chhattisgarh, Bilaspur**” of any Nationalized / Scheduled bank payable at **Bilaspur** . The Bid submitted without EMD and tender fee shall be summarily rejected.

2.5.2 The EMD of the successful Bidder will be returned when the Bidder has signed the Contract Agreement with the purchaser and has furnished the required Performance Guarantee.

2.5.3 The EMD will be forfeited:

(i) If a Bidder withdraws its bid during the period of bid validity.

or

*(ii) If the Bidder fails to accept the Purchaser’s corrections of arithmetic errors in the Bidder’s bid (if any), **or***

*(iii) If the Successful Bidder fails to sign the contract agreement with the purchaser, **or***

(iv) If the Successful Bidder fails to furnish the Performance Guarantee with in the stipulated time.

2.6 BID PRICES:-

2.6.1 The Bidder shall give the pricing as individual and as a total composite price inclusive of all levies & taxes i.e. VAT (Value Added Tax), Service Tax, packing, forwarding, freight and insurance etc.

2.7 DISCOUNTS:-

The Bidders are informed that discount, if any, should be included in the total price.

2.8 BID VALIDITY:-

The bids shall remain valid for a period of 150 days from the last date of submission.

2.9 ONLY ONE BID PER PARTY:-

Each bidder is permitted to submit ONLY ONE BID irrespective of whether he is the sole bidder, or the Leader or Member of a duly formed JV (Joint Venture) or Consortium. In case it is found that any party has submitted more than one bid for the subject work(s) in any of the above capacities, all bids so submitted shall be summarily rejected and the EMPLOYER shall not entertain any further request/correspondence in this matter.

2.10 SUBMISSION OF PROPOSALS:-

2.10.1 All proposals will have to be submitted ONLY in HARD BOUND (Hard bound implies such binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document) form with all pages sequentially numbered either at the top or at the bottom right corner of each page. It should also have an index giving page wise information of above documents. Incomplete proposal or those received without hard bound will summarily be rejected. **All the Pages and Papers to be signed and sealed by the authorized signatory.**

2.10.2 The Bidders are required to fill up and submit the **Section VII** documents with their proposals.

2.10.3 The proposals shall be submitted in three parts, viz.,

(a) **Envelope-1:** Containing tender fee of Rs.1000/- (Rs. One Thousand only) & EMD of Rs.18,00,000/- (Rupees Eighteen Lakh only) . The envelope should be superscribed as “**Envelope 1 – EMD & Application FEE**” at the top left corner.

(b)**Envelope-2:** Pre-qualification Proposal and Technical Proposal super scribed as “**Envelope 2 – Pre-qualification and Technical Proposal**” (Containing duly signed PRE-QUALIFICATION PROPOSAL SUBMISSION FORM as prescribed in Section-VII, Other required Prequalification documents, clause-by-clause compliance to the technical specifications of the equipments as prescribed in Section-VI, all technical literature, brochures etc.). In the technical proposal, there should not be any indication about the prices (printed or otherwise) of any of the products offered.

(c) **Envelope-3:** Commercial Proposal containing only the Section-VII –Price Schedule super scribed as “**Envelope 3 – Financial Proposal**”.

2.10.4 All the sealed envelopes should again be placed in a **single sealed cover** superscribed as “**Supply, installation, Commissioning and Maintenance of Servers, SAN Bid from: M/s -----**” “NOT TO BE OPENED BEFORE 2:30 PM on 16/09/2015, which will be received and time mentioned in the Schedule of Events. The Bid is to be submitted to the “**Inward / Receipt Section High Court of C.G., Bilaspur**”.

2.10.5 The Bids and all correspondence and documents relating to the bids, shall be written in the English language.

2.11 LATE BIDS:-

Any bid received by the Purchaser after the time and date for receipt of bids prescribed by the Purchaser in the tender may be rejected and returned unopened to the Bidder.

2.12 MODIFICATION AND WITHDRAWAL OF BIDS:-

2.12.1 The Bidder is allowed to withdraw its submitted bid any time prior to the last date prescribed for receipt of bids, by giving a written notice to the Purchaser.

2.12.2 Subsequent to the last date for receipt of bids, no modification/ withdrawal of bids shall be allowed.

2.12.3 The Bidders cannot withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the bid. Such withdrawal may result in the forfeiture of its EMD from the Bidder.

2.13 LOCAL CONDITIONS:-

2.13.1 Each Bidder is expected to fully get acquainted with the local conditions and factors, which would have any effect on the performance of the contract and /or the cost.

2.13.2 The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of Letter of Award as described in the bidding documents. The Purchaser shall not entertain any request for clarification from the Bidder regarding such local conditions.

2.14 CONTACTING THE PURCHASER:-

Any effort by a Bidder influencing the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

2.15 ELIGIBILITY/ PRE-QUALIFICATION CRITERIA:-

Bidders that meet **ALL** of the following pre-qualification criteria need only apply.

2.15.1 (i) Annual Financial Turnover of the bidder during the last 3 years, ending 31st March of previous financial year i.e. 2014 *should be at least Rs. 5 Crore.*

Documentary proof needs to be submitted for the above.

2.15.2 (ii) Five years Experience in Supply, Installation, commissioning, Maintenance of Servers from last day of month previous to the month of publication of this tender

2.16 SCHEDULE OF EVENTS:-

The tentative dates for the schedule of key events of this tender are given as under:-

Sl. No.	Events	Date
01	Date of Pre-Bid meeting	22/08/2015
02	Last date and time of bid submission	11/09/2015 till 4:30 PM
03	Date and time of opening of the technical Bid at High Court of Chhattisgarh, Bilaspur	16/09/2015 at 2:30 PM
04	Date and time of opening of the financial Bid at High Court of Chhattisgarh, Bilaspur	Date and time of opening of the financial Bid will be Intimated to qualified bidders via e-mail / letter / telephone

2.17 OPENING OF PROPOSAL:-

The Evaluation Committee or its authorized representative will open the tenders.

2.18 EVALUATION:-

2.18.1 The Purchaser reserves the right to modify the Evaluation Process at any time during the Tender Process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

2.18.2 Any time during the process of evaluation, the Purchaser may seek for clarifications from any or all Bidders.

2.18.3 The tender has been invited under two bid system i.e. Technical Bid and financial Bid. The interested agencies are advised to submit separate sealed envelopes super as mentioned above under clause 2.10.3

Phase-1: Application Fee & EMD: First, the envelope containing application fee and Earnest Money Deposit will be opened and if both are found furnished by the Bidders in the prescribed manner, then the second envelope containing Pre-Qualification & Technical Proposal documents shall be opened. At any stage during the evaluation, if the EMD is found invalid, the respective Bidder's bid will be summarily rejected.

Phase-2: Pre-Qualification and Technical Proposal Evaluation: The Bidder shall have to fulfill all the Pre-qualification Criteria. These documents will be scrutinized along with the Technical Proposal in this phase of evaluation. Those bidders who do not fulfill the terms and conditions of Pre-qualification Criteria as specified in this tender or whose Technical Proposal is non-responsive will not be eligible for further communication. Technical Proposals of the Bidders would be evaluated for the clause-by-clause compliance of the technical specifications as mentioned in the Bid document. Evaluation of Prequalification and Technical Proposal by Registrar General, High Court of Chhattisgarh shall not be questioned by any of the Bidders. The Purchaser reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time during evaluation process. The proposals shall be opened in presence of their representatives who wish to attend.

Phase-3 : Financial proposal of only the qualified *bidders will be opened* The Commercial Proposal Evaluation will be based on the “Total Cost”, which would be the total payouts including all taxes, duties and levies for the supply, installation, commissioning, system integration of equipments and Maintenance costs.

2.19 DECIDING AWARD OF CONTRACT:-

2.19.1 The Purchaser reserves the right to ask for a **technical elaboration/clarification** in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening after opening of the proposals. The Bidder has to present the required information to the Registrar General, High Court of Chhattisgarh and its appointed representative on the date asked for, at no cost to the Purchaser.

2.19.2 Arithmetical errors will be rectified on the following basis: If there is a

discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words and figures, the amount mentioned in words will prevail.

2.19.3 The Purchaser will notify the Successful Bidder on its intention to award the work through “**Letter of Award**” mentioning the total Contract Value. The timeline for delivery of products and services will start from the date of issue of Letter of Award.

2.19.4 The Purchaser will subsequently send the Successful Bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

2.19.5 As soon as practically possible, following receipt of the Form of Contract Agreement, the successful Bidder shall sign and date the Form of Contract Agreement and return it to the Purchaser. This is deemed as the “Contract” or “Contract Agreement” defined elsewhere in this tender document.

2.20 GENERAL INSTRUCTIONS TO THE BIDDERS:-

2.20.1 The cost of preparing a proposal, cost involved for the technical presentation and of visits to the High Court of Chhattisgarh is not reimbursable.

2.20.2 All cutting, overwriting in the proposal should be authenticated by the initials of the authorized signatory. In case of any calculation error the unit rates would prevail. The amount will also have to be written in words.

2.20.3 Successful bidder must ensure his establishment in India and in Chhattisgarh for post-installation services and support.

2.20.4 Canvassing in any form will lead to disqualification of the bid.

2.21 CONFIDENTIALITY:-

2.21.1 The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The

Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.

2.21.2 As used herein, the term “Confidential Information” means any written information, including without limitation, information created by or for the other party, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

2.21.3 At all times during the performance of the Services, the Bidder shall abide by all applicable High Court of Chhattisgarh security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

2.21.4 The Bidder should not disclose to any other party and keep confidential the terms and conditions of this tender, any amendment hereof, and any Attachment or Annexure hereof.

2.21.5 The obligations of confidentiality under this section shall survive rejection/termination/expiry of the contract for a period of three years.

Section – III

3 GENERAL CONDITIONS OF THE CONTRACT (GCC):-

3.1 GENERAL:- The Products/equipments supplied under this contract shall conform to the *Technical Specifications given in this tender under Section VI.*

3.2 PERFORMANCE GUARANTEE:-

3.2.1 The Successful Bidder will be required to furnish performance guarantee in the form of unconditional Bank Guarantee issued by a Nationalized / Scheduled Bank in India equivalent to 10% of the Contract Value valid for the period of **60 months** within 15 days from the date of purchase order.

3.2.2 BANK GUARANTEE:-

The Bank Guarantee issued by following banks would be accepted. SBI or its subsidiaries, any Indian Nationalized Bank/Scheduled Bank, Export Import Bank of India, a foreign bank (issued by a branch outside India) with counter guarantee from SBI or its subsidiaries or any Indian Nationalized Bank, and any scheduled commercial bank approved by RBI having a net worth of not less than Rs.500 Crores as per the latest annual report of the bank.

3.2.3 The Performance Guarantee shall be as per the format approved by the Registrar General, High Court of C.G., Bilaspur.

3.2.4 The Performance Guarantee shall be payable to the Purchaser as a compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract. The Purchaser will discharge the Performance Guarantee after completion of the Bidder's performance obligations, including any warranty obligations, under the contract.

3.3 DELIVERY OF MATERIALS AND RELATED DOCUMENTATION:-

3.3.1 Delivery, Installation and Commissioning of the materials along with the related documents as per the tender document and technical specification section (**Section VI**) are the responsibility of the Bidder.

3.3.2 The Successful Bidder shall ensure that all Products/equipment is supplied within the Implementation schedule mentioned in the tender document under Section IV.

3.3.3 The Successful Bidder shall submit all the Software Kits (CDs), License Papers, Warranty Papers and any other relevant documentation related to the supplied products to the Purchaser along with the supplied products/equipments.

3.3.4 The Successful Bidder shall ensure delivery of materials in High Court of Chhattisgarh, District and Tehsil/Block courts as per requirement of High Court of Chhattisgarh.

3.4 WARRANTY:-

3.4.1 The Bidder is required to provide on-site comprehensive warranty valid for 60 months for all supplied hardware from the date of installation.

3.4.2 The Bidder shall warrant that all the equipment supplied under the contract is newly manufactured and shall have no defect arising out of design, materials or workmanship or from any act or omission of the Bidder that may develop under normal use of the supplied equipments in the conditions prevailing across the country.

3.4.3 The Bidder shall warrant that the services provided under the contract shall be as per the Warranty Service Level Requirements given under **Section-V**. During the warranty, the Bidder shall perform all the functions as enunciated in Section-V at no extra cost to the Purchaser. All the penalty clauses shall be applicable during the period of warranty in case of failure on part of Bidder. The terms and conditions for Warranty are given in **Section-V**.

3.4.4 The bidder shall quote for **comprehensive On-Site warranty for Five years**, which shall become effective after the Final Acceptance Sign-off. The cost, including visits of the engineers etc. shall be quoted as part of the individual equipment prices. No separate charges shall be paid for visit of engineers or attending to faults and repairs or supply of spare parts.

3.4.5 The Registrar General, High Court of Chhattisgarh shall promptly notify the Bidder about any claims arising under this warranty. Upon receipt of such notice, the Bidder shall repair / replace / reconfigure / re-provisions the defective equipments or service. Replacement under warranty clause shall be made by the Successful Bidder free of all charges at site including freight, insurance and other incidental charges.

3.4.6 The Bidder shall, at the time of submitting the bid submit the Technical Proposal specifying how the Bidder proposes to carry out repair under Warranty. The Bidder shall also indicate what spares will be kept for immediate replacement. The infrastructure planned to be created by the Bidder to fulfill his obligations under Warranty and his action plan to deal with the various situations arising out of hardware and software faults shall be clearly indicated.

3.4.7 If the Bidder, having been notified, fails to remedy the defect(s) within the period specified in the Service Level Agreement, the Registrar General, High Court of Chhattisgarh may proceed to take such remedial action as may be necessary at the Bidder's risk and expense and without prejudice to any other rights, which Registrar General, High Court of Chhattisgarh may have against the Bidder under the contract.

3.5 PAYMENT TERMS:-

3.5.1 For the supply, installation, commissioning, testing and warranty maintenance of Servers Payments will be made in **Indian Rupees only**

3.5.1.1 70% of total price against delivery of the equipments at the site after submitting the duly verified delivery challan of the site /locations.

3.5.1.2 30% of total price against successful Final Acceptance Sign-off.

3.6 PRICES:-

The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to adjustment.

3.7 PURCHASER'S RIGHTS:-

3.7.1 The Purchaser reserves the right to make changes within the scope of the work and Contract and configuration of items at any point of time.

3.7.2 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

3.8 TIME SCHEDULE TO COMPLETE THE CONTRACT:-

3.8.1 The successful bidder shall complete the assignment within 60 days from the date of signing of contract/ Letter of Acceptance(LOA).

3.8.2 The Successful Bidder shall ensure that the delivery of Products/ equipment and/or the delivery of the services are in accordance with the time schedules specified in tender documents. In case of any deviation from the schedule, the Purchaser reserves the right to either cancel the Contract and/or recover Liquidated Damage charges.

3.8.3 The Successful Bidder, if faced with problems in timely delivery of services, which have dependencies on the Service Provider and/or the Purchaser, which are beyond their control at any time before the Final Acceptance Signoff, shall immediately inform the Purchaser in writing, about the causes of the delay and tentative duration of such delay etc. The Purchaser, on receipt of such notice, shall analyze the facts at the earliest and may at its sole discretion, extend the contract period as deemed reasonable.

3.8.4 Any delay by the Successful Bidder in the delivery of Products/ equipment and/or the services will make the Successful Bidder liable to any or all of the following:

- i. Forfeiture of Performance Bank Guarantee
- ii. Imposition of Liquidated Damage charges
- iii. Termination of the contract for default.

iv. Blacklisting of the vendor.

3.9 LIQUIDATED DAMAGES (LD):-

If the Bidder fails to deliver any or all of the equipment or to perform the services within the time period(s) as mentioned in tender document. Registrar General, High Court of Chhattisgarh shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 1% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price. Once the maximum is reached, Registrar General, High Court of Chhattisgarh may consider termination of the contract.

3.10 FORCE MAJEURE :-

3.10.1 Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God or any governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.

3.10.2 If a Force Majeure arises, the Bidder shall promptly notify the Registrar General, High Court of Chhattisgarh in writing of such condition and the cause thereof. Unless otherwise directed by the Registrar General, High Court of Chhattisgarh the Bidder shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

3.11 TERMINATION:-

3.11.1 Termination on expiry of the CONTRACT: The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the Registrar General, High Court of Chhattisgarh has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.

3.11.2 Termination on account of Force Majeure: Either party shall have the right to terminate the Contract on account of Force Majeure.

3.11.3 Termination on account of insolvency: In the event the Successful Bidder at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Registrar General, High Court of Chhattisgarh shall, by a notice in writing have the right to terminate the Contract and all the Successful Bidder's rights and privileges hereunder, shall stand terminated forthwith.

3.11.4 Termination for breach of contract: A breach by the Successful Bidder of its obligations hereunder and such breach not being rectified by the Successful Bidder within 30 days of receipt of the Purchaser's notice intimating such breach. Upon termination, the Successful Bidder shall surrender all the data and materials belonging to the Purchaser.

3.11.5 Termination for delay: Successful Bidder shall be required to perform all activities/services as per tender document. If the Successful Bidder fails to do so, the Contract may be terminated by the Registrar General, High Court of Chhattisgarh by giving 30 days written notice unless the Registrar General, High Court of Chhattisgarh has extended the period with levy of Liquidated Damages, as per conditions of the tender.

3.11.6 The Registrar General, High Court of Chhattisgarh may at any time terminate the Contract by giving 30 days notice without assigning any reason.

3.11.7 Consequences of termination: In all cases of termination herein set forth, the obligation of the Registrar General, High Court of Chhattisgarh to pay shall be

limited to the period upto the date of effective termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or forbearance after such termination.

3.11.8 In case of termination of Contract herein conditions of the tender document the Contractor shall be put on holiday *[i.e. neither any enquiry will be issued to the party by the Registrar General, High Court of Chhattisgarh against any type of tender nor their offer will be considered by the Registrar General, High Court of Chhattisgarh against any ongoing tender(s) where contract between the Registrar General, High Court of Chhattisgarh and that particular Contractor (as a bidder) has not been finalized]* for two years from the date of termination by the Registrar General, High Court of Chhattisgarh to such Contractor.

3.12 ARBITRATION:-

In the event of any dispute or difference arising out or touching upon any of the terms and conditions of this contract and / or in relation to the implementation or interpretation hereof, the same shall be resolved initially by mutual discussion and conciliation but in the event of failure thereof, the same shall be referred to the Registrar General, High Court of Chhattisgarh or his nominee and the decision of the Arbitrator shall be final and binding upon the parties. The sole arbitrator will be appointed by Hon'ble the Chief Justice, High Court of C.G. The arbitration shall be in Bilaspur and the Arbitrator shall give his award in accordance with "The Arbitration and Conciliation Act, 1996".

3.13 GOVERNING LAWS AND JURISDICTION:-

The Agreement shall be governed by the laws in force in India. Any dispute arising in relation to the Agreement shall be subject to the jurisdiction of the courts at Bilaspur.

Section – IV

4. SPECIAL CONDITIONS OF THE CONTRACT (SCC):-

4.1 GENERAL:-

The conditions given in this **Section IV**, supplement the “Instructions to the Bidders” given in Section II & “GCC” given in Section III and in case of any conflict, the conditions given herein shall prevail over those in Sections II and III.

4.2 EQUIPMENTS AND SUPPORTING SOFTWARE:-

4.2.1 All the equipment / system and software to be supplied shall conform to the relevant technical specifications as mentioned in Section VI of this document.

4.3 SITE ACCEPTANCE TESTS (SAT):-

4.3.1 The Purchaser shall carry out all the tests detailed in the Acceptance test schedule to be furnished by the Contractor to confirm that the performance of the different modules, sub-systems and the entire installation satisfies the specification requirements. The Purchaser reserves the right to include any other tests which in his opinion is necessary to ensure that the equipment meets the specifications.

4.3.2 The Purchaser reserves the right to ask for modifications/additions to the Site Acceptance Test Procedure at any point of time till the Site Acceptance signoff at each location.

4.3.3 The Site Acceptance Tests shall cover the intended functioning of the equipments with proper integration with other sub components and software's.

4.3.4 The contractor shall carry out the Site Acceptance Tests in the presence and supervision of the Purchaser or its designated Officer / agency at the site. The contractor, at its own cost, shall provide the testing equipment/instruments/software programs necessary for performing and demonstrating the Site Acceptance Tests.

4.3.5 The Purchaser or its appointed testing authority shall supervise the tests at each site, as described in the Site Acceptance Test Procedure and performed by the

contractor to confirm that the complete solution at each site satisfies the requirement of specifications including the service performance.

4.3.6 The contractor shall rectify all deficiencies immediately, if found, in the performance of the system as per the requirement during the Site Acceptance Tests, at no cost to High Court of Chhattisgarh, Bilaspur.

4.3.7 Any components or parts failing during the acceptance tests shall be replaced free of cost by the Contractor. These replacements shall not be made out of spares supplied by the Contractor as part of supplies under this Contract. This shall also not entitle the contractor to any extension of completion time.

4.3.8 The cost of all test and / or analysis shall be fully borne by the contractor. Material put up for inspection shall be those to be supplied and in quantities laid down in the Schedule of Quantities. Any variation shall require the prior approval of the Purchaser before the material is manufactured/ offered for inspection.

4.3.9 All material brought to site shall be permitted to be installed only after inspection and acceptance by the Purchaser.

4.3.10 The completed installation at all stages shall be subjected to checks and tests as decided by Purchaser. The contractor shall be liable to remedy all of such defects as discovered during these checks and test and make good all deficiencies brought out. The complete installation shall be taken over finally on successful commissioning in entirety.

4.4 CONSIGNEE AND SECURITY OF MATERIAL:-

Security of all material at the site where the work is in progress shall be the contractor's responsibility and he shall arrange to guard the same from theft/pilferage/vandalism. In the event of any loss the contractor shall be responsible for the same. Any stores lost, prior to formally taking over by the Purchaser, shall be made good by the contractor at no cost to the Purchaser.

Section – V

5 SCOPE OF WORK:-

5.1 The Registrar General, High Court of Chhattisgarh Bilaspur is interested to assign the task for Supply, Installation, Commissioning and Maintenance of Servers, SAN for the High Court of C.G., Bilaspur and Servers for District and Tehsil/Block Courts.

5.2 SUPPLY:-

Supply of all equipments, materials, components, accessories, mounting hardware, software, wires and cable for connection, etc. as per the requirement of the High Court.

5.3 INSTALLATION & WIRING:-

5.3.1 Installation & wiring of all equipments, components and accessories. Installation of all necessary software's and drivers.

5.4 INSTALLATION PRACTICE AND METHOD OF WORK:-

5.4.1 The work shall be executed to the highest standards using best quality material. The system design shall use state-of-the art techniques/tools. The contractor shall ensure that the entire specification is complied with the technical specifications. It shall be the responsibility of the contractor to demonstrate compliance of technical as well as functional specifications. Meeting individual requirements shall not be deemed as meeting the overall efficient functioning of the total system.

5.4.2 The completed installation shall be subject to checks at all stages and tests as prescribed in the bid or as deemed necessary by the Registrar General. The same shall be done by the Purchaser and the contractor shall be liable to rectify such defects as brought out by the Purchaser during these checks and tests and make good all deficiencies at his own cost.

5.5 COMPREHENSIVE WARRANTY:-

The contractor will be required to maintain the installed systems for the period of

Five years after the taking-over certificate / installation certificate.

5.6 WARRANTY TERMS AND CONDITIONS:-

5.6.1 The Contractor shall be solely responsible for the maintenance, repair of the whole equipments / items supplied and integrated and the Registrar General; High Court of Chhattisgarh shall not be liable to interact with any of the partners/ collaborators of the Contractor.

5.6.2 The Contractor shall have adequate Technical Support Center to meet the criteria for fault restoration/faulty unit repair times as mentioned in the Section-V. The Contractor shall furnish the names, locations, complete postal address, telephone numbers and FAX numbers of all Technical support Centers at the time of signing the Contract.

5.6.3 The Contractor shall also provide the name of alternate contact person or Technical Support Center with address & telephone / fax numbers / E-mail which may be contacted by the Registrar General, High Court of Chhattisgarh or its authorized Officer / staff for support in case of no response/poor response from the designated Technical support center. This however shall not preclude from imposing the penalties, if any, as applicable as per the terms & conditions of this tender.

5.6.4 Any change in Address, Phone number, FAX Number/E-mail etc., shall have to be intimated in writing by the Contractor to the Registrar General, High Court of Chhattisgarh, Bilaspur.

5.6.5 The Contractor shall ensure that all the Technical support centers are manned by fully competent and responsible Engineers and are capable of attending faults / supporting their engineers at the High Court of Chhattisgarh Bilaspur.

5.7 WARRANTY SERVICE LEVEL REQUIREMENTS – SLA:-

5.7.1 Service Hours:-

The Service window for all the equipments would be **24x7x365**.

5.7.2 Scheduled Downtime:-

(a) Scheduled downtime is defined as the period of time when software application will remain unavailable for conducting necessary preventive maintenance, urgent repairs etc. This is the maximum duration, which the Contractor can take for scheduled downtime purposes.

(b) It will be expressed in hours.

(c) The maximum scheduled downtime for any equipment would be 2 days in every calendar month.

(d) The preventive maintenance would be carried out with a minimum advance notice of 24 hours in writing and subsequent acceptance of the same by Registrar General, High Court of Chhattisgarh.

5.7.3 Mean Time To Resolve / solve the problem (MTTR) :-

(a) MTTR is defined as the arithmetic average of the time taken to attend to resolve the issues logged over a defined period of time.

(b) The Severity Levels for measuring MTTR are provided in the following table:

S. No.	Severity
1	High
2	Low

5.7.4 The various Service Level Requirements and related penalties for default are given below:-

Parameter	Details	Measurement Criteria	Penalties per day of delay / per fault / per Occasion
Mean time to resolve (MTTR)	(i) Within 48 Hours from the call logging time – for all High Severity events	Calculation of fault duration per instance based on Fault Docket	(i) For High Severity events, Rs. 500/-.

	(ii) Within 78 hours from the time of attending the problem for all Low severity events		(ii) For Low Severity events, Rs. 100/- Delay will be counted in steps of one hour.
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5.7.4.1 The Successful Bidder needs to maintain the Service Levels as follows:

- (a) 99% of the times for the MTTR of High Severity Events
- (b) 95% of the times for the MTTR of Low Severity Events

5.7.4.2 The penalty will be applicable on per fault basis even if there is a commonality of fault at any point causing full or part failure of services.

5.7.4.3 After the expiry of warranty, it shall be optional for Registrar General, High Court of Chhattisgarh not to enter the contract further with the contractor. If Registrar General, High Court of Chhattisgarh is not satisfied with the performance of the Contractor during Warranty it reserves the right to terminate the same during its currency, after **giving a notice** to the Contractor.

5.7.4.4 The Contractor has to maintain adequate spares for maintaining the SLA (Service Level Agreement) parameters as mentioned below. Any cost involved to meet the service level requirements specified above is to be borne by the Bidder.

5.7.4.5 In case the Service Level Requirements are violated continuously for a period of three months, the Purchaser reserves the right to terminate the Contract by giving a notice to the Successful Bidder.

5.7.4.6 **The preventive maintenance of all the installed equipments / products to be carried out every 6 months during the 60 months support (5 year warranty) period and the report is to be submitted to the Registrar General, High Court of Chhattisgarh.**

Section – VI

6 TECHNICAL SPECIFICATIONS:-

All the products/equipment/items supplied should be quoted with:

- (i) Five years comprehensive Onsite Warranty on all supplied equipments.
- (ii) All the necessary and required cables and other accessories.
- (iii) Enclose all catalogue and technical brochures of the products/ items along with **MANUFACTURER AUTHORIZATION FORM (MAF)** addressed to the Registrar General, High Court of Chhattisgarh., Bilaspur (C.G.)

S. No.	Item	Specifications	Qty.
1	Database Server at High Court	Specification-‘A1’	2
2	Web Server at High Court	Specification-‘A2’	2
3	Storage (10 TB usable in RAID-5) at High Court	Specification-‘A3’	1
4	SAN Switch at High Court	Specification-‘A4’	2
5	Rack and KVM Console with LCD/LED panel at High Court	Specification-‘A5’	1
6	Rack Server for District Courts	Specification-‘A6’	12
7	Tower Server for Tehsil/Block Courts	Specification-‘A7’	44
8	Rack and KVM switch with KBD, Monitor and Mouse for District courts	Specification-‘A8’	6
9	Monitor, keyboard and Mouse for Tehsil / Block Courts	Specification-‘A9’	44
10	RHEL, 2 socket 1 guest 9x5 support for 5-years (2 No of DB Server and 2 no of Web Server)	Specification-‘B1’	4
11	RHEL Cluster for Database servers	Specification-‘B2’	2
12	Installation & Commissioning		As required

***Note: Specifications and quantities may change at the time of finalization of the contract.**

Specifications – A1

A1) Database Server - 2 No

SL No	Required Technical Specification	Technical Compliance (Yes/No)
1	Rack Mountable Server	
2	Dual socket server with 2 x Intel Xeon 8-Core E5-2600 V3 series CPU @ 2.4 GHz or Higher.	
3	Intel C610 Series Chipset motherboard	
4	64 GB DDR4 2100 MHz dual rank registered ECC RAM using 16GB or higher DIMMs, scalable to 768GB. Server should be capable of identifying and reporting whether genuine OEM memory is installed.	
5	Advanced ECC with multi-bit error protection and memory online spare mode	
6	5 x 600GB SAS 10K hot swap disk drives in RAID 5, scalable to 8 drives. The drive carrier should have intuitive icon based display along with "DO NOT REMOVE" caution indicator that gets activated automatically in order to avoid data loss/downtime due to wrong drive removal. Server should support 12G and 6G SAS drives, SSD, SATA drives.	
7	Server should support additional PCIe 3.0 based 12Gb/s SAS Raid Controller with RAID 0/1/1+0/5/50/6/60/1 Advanced Data Mirroring/10 Advanced Data Mirroring with 2GB battery backed write cache (onboard or in a PCI Express slot)	
8	4-port 1 Gbps network adaptor supporting advanced features such as Large Send offload capability, TCP checksum and segmentation, VLAN tagging, MSI-X, Jumbo frames, IEEE 1588, and virtualization features such as VMware NetQueue and Microsoft VMQ.	

	Two no 8Gbps FC ports for connecting to the SAN switch.	
9	Video - 2(1 front and 1 back), 1Gbps Dedicated management Network Port, Micro SD Slot - 1 No, USB 3.0 - Up to 5 total: 1 front, 2 rear, 2 internal (secure), 2 optional USB 2.0 front via Universal Media Bay, SID. Three PCI-Express 3.0 slots scalable to Six slots, at least 4 no of x8 and two x16 slots support	
10	Redundant minimum 500Watt platinum Power Supplies and Redundant hot-plug system fans	
11	ACPI 2.0b Compliant, PCIe 3.0 Compliant, PXE Support, WOL Support, Microsoft® Logo certifications, USB 3.0 Support, Energy Star, ASHRAE A3/A4	
12	Should support monitoring ongoing management, service alerting, reporting and remote management with embedded Gigabit out of band management port. Server should support configuring and booting securely with industry standard Unified Extensible Firmware. System should support RESTful API integration. System management should support provisioning servers by discovering and deploying 1 to few servers with Intelligent Provisioning. System should support embedded remote support to transmit hardware events directly to OEM or an authorized partner for automated phone home support.	
13	Power-on password, Serial interface control, Administrator's password, UEFI, Should support upto 12 user for dedicated management port, customizable user accounts on out of band management port and SSL encryption, Should also supports directory services integration, TPM 1.2	
14	Should support heterogeneous OS environment to run Microsoft Windows Server, Canonical Ubuntu, Red Hat Enterprise Linux (RHEL) 5.2 and Latest , SUSE Linux Enterprise Server, Oracle Solaris, VMware, Citrix XenServer, Ubuntu 12.04 LTS server customized by NIC for eCommittee Supreme court of India (64 and 32 bit)	

15	<p>System should support Encryption of the data on both the internal storage and cache module of the array controllers using encryption keys.</p> <p>Should support local key management for single server and remote key management for central management for enterprise-wide data encryption deployment.</p>	
16	<p>Hardware should be with 5 years of warranty. All Server, storage and hardware related management from single OEM for end to end support.</p>	
17	<p>Should be able to collect and maintain CPU utilization information for all of the servers it manages. Should also collect port-level statistics for networking, including transmit, receive, and error counters. Must display all of this data using rich UIs and make the data available through the REST APIs Should be able to do agent-less monitoring for minimum fifteen parameters like CPU, Disk, Space, Memory, Events, Log files of Operating system, ping monitoring, Application resource monitoring, URL monitoring etc and consolidated report should be available and generated from GUI console. Should provide agent-less alerting capabilities, based on customizable thresholds for operating system and applications, so that problems can be fixed before end-users experience them and consolidated report should be available and generated from GUI console.</p>	
18	<p>Essential tools, drivers, agents to setup, deploy and maintain the server should be embedded inside the server. There should be a built -in Update manager that can update firmware of system by connecting online.</p>	
19	<p>System remote management should support browser based graphical remote console along with Virtual Power button, remote boot using USB/CD/DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media/image/folder; It should support server power capping and historical reporting and should have support for multifactor authentication. Server should have dedicated 1Gbps remote management port. Remote management port should have 4GB NAND flash with 1GB available for user access. NAND flash should be used for keeping system logs and downloading firmware from HP website or internal repository.</p> <p>Server should support agent less management using the out-of-band</p>	

	<p>remote management port.</p> <p>The server should support monitoring and recording changes in the server hardware and system configuration. It assists in diagnosing problems and delivering rapid resolution when system failures occur.</p> <p>Applications to access the server remotely using popular handheld devices based on Android or Apple IOS should be available.</p> <p>Should support managing multiple servers as one via Group Power Control, Group Power ,Capping, Group Firmware Update, Group Configuration, Group Virtual Medium, Group License Activation</p> <p>The Systems Management software should provide Role-based security Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory and HDD. Should support automatic event handling that allows configuring policies to notify failures via e-mail, pager, or SMS gateway or automatic execution of scripts.</p>	
20	<p>Should provide an online portal that can be accessible from anywhere.</p> <p>The portal should provide one stop, online access to the product, support information and provide information to track warranties, support contracts and status. The Portal should also provide a Personalized dashboard to monitor device health, hardware events, and contract and warranty status. Should provide a visual status of individual devices and device groups. The Portal should be accessible on premise (at customer location - console based) or off premise (using internet).</p> <p>Should help to proactively identify out-of-date BIOS, drivers, and Server Management agents and enable the remote update of system software/firmware components. The Server Management Software should be of the same brand as of the server OEM</p> <p>All hardware and software should be from the same OEM for single ownership and support. OEM should take end to end ownership of the system.</p>	
21	<p>Management software should support integration with popular virtualization platform management software like vCenter, SCVMM and Red Hat RHEV</p>	

Specifications – A2

A2) Web Server - 2 No

SL No	Required Technical Specification	Technical Compliance (Yes/No)
1	Rack Mountable Server	
2	Dual socket server with 2 x Intel Xeon 8-Core E5-2600 V3 series CPU @ 2.4 GHz or Higher.	
3	Intel C610 Series Chipset motherboard	
4	64 GB DDR4 2100 MHz dual rank registered ECC RAM using 16GB or higher DIMMs, scalable to 768GB. Server should be capable of identifying and reporting whether genuine OEM memory is installed.	
5	Advanced ECC with multi-bit error protection and memory online spare mode	
6	3 x 600GB SAS 10K hot swap disk drives in RAID 5, scalable to 8 drives. The drive carrier should have intuitive icon based display along with "DO NOT REMOVE" caution indicator that gets activated automatically in order to avoid data loss/downtime due to wrong drive removal. Server should support 12G and 6G SAS drives, SSD, SATA drives.	
7	Server should support additional PCIe 3.0 based 12Gb/s SAS Raid Controller with RAID 0/1/1+0/5/50/6/60/1 Advanced Data Mirroring/10 Advanced Data Mirroring with 2GB battery backed write cache (onboard or in a PCI Express slot)	
8	4-port 1 Gbps network adaptor supporting advanced features such as Large Send offload capability, TCP checksum and segmentation, VLAN tagging, MSI-X, Jumbo frames, IEEE 1588, and virtualization features such as VMware NetQueue and Microsoft VMQ. Two no 8Gbps FC ports for connecting to the SAN switch.	
9	Video - 2(1 front and 1 back), 1Gbps Dedicated management Network Port, Micro SD Slot - 1 No, USB 3.0 - Up to 5 total: 1 front, 2 rear, 2 internal (secure), 2 optional USB 2.0 front via Universal Media Bay,	

	SID. Three PCI-Express 3.0 slots scalable to Six slots, at least 4 no of x8 and two x16 slots support	
10	Redundant minimum 500Watt platinum Power Supplies and Redundant hot-plug system fans	
11	ACPI 2.0b Compliant, PCIe 3.0 Compliant, PXE Support, WOL Support, Microsoft® Logo certifications, USB 3.0 Support, Energy Star, ASHRAE A3/A4	
12	Should support monitoring ongoing management, service alerting, reporting and remote management with embedded Gigabit out of band management port. Server should support configuring and booting securely with industry standard Unified Extensible Firmware. System should support RESTful API integration. System management should support provisioning servers by discovering and deploying 1 to few servers with Intelligent Provisioning. System should support embedded remote support to transmit hardware events directly to OEM or an authorized partner for automated phone home support.	
13	Power-on password, Serial interface control, Administrator's password, UEFI, Should support upto 12 user for dedicated management port, customizable user accounts on out of band management port and SSL encryption, Should also supports directory services integration, TPM 1.2	
14	Should support heterogeneous OS environment to run Microsoft Windows Server, Canonical Ubuntu, Red Hat Enterprise Linux (RHEL) 5.2 and latest, SUSE Linux Enterprise Server, Oracle Solaris, VMware, Citrix XenServer, Ubuntu 12.04 LTS server customized by NIC for eCommittee Supreme court of India (64 and 32 bit)	
15	System should support Encryption of the data on both the internal storage and cache module of the array controllers using encryption keys. Should support local key management for single server and remote key management for central management for enterprise-wide data encryption deployment.	
16	Hardware should be with 5 years of warranty All Server, storage and hardware related management from single OEM for end to end support.	

17	<p>Should be able to collect and maintain CPU utilization information for all of the servers it manages. Should also collect port-level statistics for networking, including transmit, receive, and error counters. Must display all of this data using rich UIs and make the data available through the REST APIs Should be able to do agent-less monitoring for minimum fifteen parameters like CPU, Disk, Space, Memory, Events, Log files of Operating system, ping monitoring, Application resource monitoring, URL monitoring etc. and consolidated report should be available and generated from GUI console. Should provide agent-less alerting capabilities, based on customizable thresholds for operating system and applications, so that problems can be fixed before end-users experience them and consolidated report should be available and generated from GUI console.</p>	
18	<p>Essential tools, drivers, agents to setup, deploy and maintain the server should be embedded inside the server. There should be a built -in Update manager that can update firmware of system by connecting online.</p>	
19	<p>System remote management should support browser based graphical remote console along with Virtual Power button, remote boot using USB/CD/DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media/image/folder; It should support server power capping and historical reporting and should have support for multifactor authentication. Server should have dedicated 1Gbps remote management port. Remote management port should have 4GB NAND flash with 1GB available for user access.</p> <p>NAND flash should be used for keeping system logs and downloading firmware from HP website or internal repository.</p> <p>Server should support agent less management using the out-of-band remote management port.</p> <p>The server should support monitoring and recording changes in the server hardware and system configuration. It assists in diagnosing problems and delivering rapid resolution when system failures occur.</p> <p>Applications to access the server remotely using popular handheld devices based on Android or Apple IOS should be available.</p>	

	<p>Should support managing multiple servers as one via Group Power Control, Group Power ,Capping, Group Firmware Update, Group Configuration, Group Virtual Medium, Group License Activation</p> <p>The Systems Management software should provide Role-based security</p> <p>Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory and HDD. Should support automatic event handling that allows configuring policies to notify failures via e-mail, pager, or SMS gateway or automatic execution of scripts.</p>	
20	<p>Should provide an online portal that can be accessible from anywhere.</p> <p>The portal should provide one stop, online access to the product, support information and provide information to track warranties, support contracts and status. The Portal should also provide a Personalized dashboard to monitor device health, hardware events, and contract and warranty status. Should provide a visual status of individual devices and device groups. The Portal should be accessible on premise (at customer location - console based) or off premise (using internet).</p> <p>Should help to proactively identify out-of-date BIOS, drivers, and Server Management agents and enable the remote update of system software/firmware components. The Server Management Software should be of the same brand as of the server OEM</p> <p>All hardware and software should be from the same OEM for single ownership and support. OEM should take end to end ownership of the system.</p>	
21	<p>Management software should support integration with popular virtualization platform management software like vCenter, SCVMM and Red Hat RHEV</p>	

Specifications – A3

A3) PRIMARY STORAGE (10TB Usable in RAID 5) - 1 No

SL No	Required Technical Specification	Technical Compliance (Yes/No)
1	The storage array should support industry-leading heterogeneous Operating System platforms including: Windows Server2008, Windows2012, HP-UX, VMware, Canonical Ubuntu, Red Hat Enterprise Linux (RHEL) 5.2 and latest, SUSE Linux Enterprise Server, Oracle Solaris, Ubuntu 12.04 LTS server customized by NIC for eCommittee Supreme court of India (64 and 32 bit)	
2	Offered Storage Shall support all above operating systems in Clustering.	
3	The Storage Array shall be offered with 10 TB Capacity using 900GB SFF SAS drives.	
4	For effective power saving, Storage subsystem shall be supplied with 2.5" Small form factor SFF drives however storage subsystem shall also support LFF drives with the addition of required disk enclosures. 3. Storage shall be scalable to minimum of 50 number of drives or greater than 40 TB using 900GB SFF SAS drives.	
5	Offered Storage system shall be supplied with minimum of Dual 16Gbps FC ports and Dual 10Gbps ISCSI ports per controller.	
6	Offered storage shall have flexibility to use all above ports either as FC or ISCSI by replacing the requisite SFP. Vendors shall provide the additional SFP accordingly. In case, vendor doesn't support this feature, then every controller shall be populated upfront with 4 x 16Gbps FC ports and 4 x 10Gbps ISCSI ports.	
7	Offered Storage subsystem back-end engine shall be running on latest SAS (6Gbps) loop speed.	
8	The storage array should support dual, redundant, hot-pluggable, active-active array controllers for high performance and reliability	
9	Offered Storage Array shall be configurable in a No Single Point of configuration including Array Controller card, Cache memory, FAN, Power supply etc.	
10	For SFF drives, Offered Storage Array shall support minimum 300/600/900/1200 GB hot-pluggable Enterprise SFF SAS hard drives,	

	400/800GB SSD along with SAS MDL 1TB drives.	
11	For LFF drives, offered Storage Array shall support minimum of 1/2/3/4TB SAS MDL drives.	
12	For green datacenter initiative, Storage subsystem disks shall support Spin down feature for drives whenever not in use.	
13	Offered storage array shall also have support for self-encrypted SAS and SAS MDL drives.	
14	Offered Storage Array shall be given with Minimum of 4GB cache per controller in a single unit after removing the operating system overhead.	
15	Cache shall be backed up in case of power failure for indefinite time either using batteries or capacitors or any other equivalent technology.	
16	Offered Storage shall also have optional support for Flash cache using SSD / Flash drives. Offered storage shall support at-least 2TB Flash Cache.	
17	Offered Storage Subsystem shall support Raid 0, 1 , 1+0 , 3, 5, 5+0 and Raid 6 with Dual Parity Protection	
18	Offered Storage array shall be configured with array based Snapshot and clone functionality and shall be configured for minimum of 64 snapshot licenses.	
19	Offered Storage array shall support at-least 512 point in time copies (Snapshots).	
20	Offered storage subsystem shall support storage based replication to DR location.	
21	Offered storage shall be offered and configured with virtualization capability so that a given volume can be striped across all spindles of given drive type.	
22	Offered Storage shall be offered and configured with Thin Provisioning capability.	
23	Offered Storage shall also have optional support for Sub-Lun Data tiering in real time fashion across different type of drives within a given pool like SSD, SAS, NL-SAS etc.	
24	Offered Storage Array shall support Global hot Spare for offered Disk drives.	
25	At least 2 Global hot spare drive shall be configured for every 30 drives.	

26	Storage subsystem shall also have the flexibility to assign dedicated spare for raid sets.	
27	Storage Subsystem shall support minimum of 512 Logical Units. Storage Array shall also support creation of more than 50TB volume at controller level.	
28	Offered Storage shall have inbuilt performance management software. Configuration Dashboard shall show overall IOPS and MB/sec performance.	
29	Multi-path and load balancing software shall be provided, if vendor does not support MPIO functionality of Operating system.	

Specifications – A4

A4) SAN SWITCH - 2 No

SL No	Required Technical Specification	Technical Compliance (Yes/No)
1	Minimum Dual SAN switches shall be configured where each SAN switch shall be configured with minimum of 12 Ports scalable to 24 ports. The ports should be populated with 8Gbps SFP's	
2	Required scalability shall not be achieved by cascading the number of switches and shall be offered within the common chassis only	
3	Should deliver 8 Gbit/Sec Non-blocking architecture with 1:1 performance for up to 24 ports in a energy-efficient fashion	
4	Should protect existing device investments with auto-sensing 4, 8, and 16 Gbit/sec capabilities.	
5	The switch shall support different port types such as FL_Port, F_Port, E Port, EX Port.	
6	The switch should be rack mountable	
7	Should provide enterprise-class availability features such as redundant and hot pluggable components like power supply and FAN	
8	Non-disruptive Microcode/ firmware Upgrades and hot code activation.	
9	The switch shall provide Aggregate bandwidth of 768 Gbit/sec end to end.	
10	Switch shall have support for web based management and should also support CLI.	

11	The switch should have USB port for firmware download, support save, and configuration upload/download.	
12	Offered SAN switches shall be highly efficient in power consumption. Bidder shall ensure that each offered SAN switch shall consume less than 100 Watt of power.	
13	Switch shall support POST and online/offline diagnostics, including RAstrace logging, environmental monitoring, non-disruptive daemon restart, FCping and Pathinfo (FC trace route), port mirroring (SPAN port).	
14	Offered SAN switch shall support services such as Quality of Service (QoS) to help optimize application performance in consolidated, virtual environments. It should be possible to define high, medium and low priority QOS zones to expedite high-priority traffic	
15	The switch shall be able to support ISL trunk up to 128 Gbit/sec between a pair of switches for optimal bandwidth utilization and load balancing.	
16	SAN switch shall support to restrict data flow from less critical hosts at preset bandwidths.	
17	It should be possible to isolate the high bandwidth data flows traffic to specific ISLs by using simple zoning	
18	The Switch should be configured with the Zoning and shall support ISL Trunking features when cascading more than 2 numbers of SAN switches into a single fabric.	
19	Offered SAN switches shall support to measure the top bandwidth-consuming traffic in real time for a specific port or a fabric which should detail the physical or virtual device	
20	Hardware should be with 5 years of warranty. All Server, storage and hardware related management from single OEM for end to end support.	

Specifications – A5

A5) Rack and KVM Console at High Court-01 No

SL No	Required Technical Specification	Technical Compliance (Yes/No)
1	42U Rack with server and storage to be housed from the same OEM of server and storage solution.	
2	Front Door and Back Door need to be proposed accordingly.	
3	Redundant PDU as required for server and storage need to be offered from the server and storage OEM.	
4	All equipments like Ballast Kit, cable ties, brush kit etc. as required for the solution need to be offered in the rack solution. 8 Port KVM switch and LCD/LED panel need to be offered with the solution with all cables required.	

Specifications – A6

A6) Rack Server (2x6 Courts)-12 No

SL No	Required Technical Specification	Technical Compliance (Yes/No)
1	Rack Mountable Server	
2	Dual socket server with 1 x Intel Xeon 8-Core E5-2600 V3 series CPU @ 2.4 GHz or Higher.	
3	Intel C610 Series Chipset motherboard	
4	16 GB DDR4, 2100 MHz dual rank registered ECC RAM scalable to 128GB memory. Server should be capable of identifying and reporting whether genuine OEM memory is installed.	
5	Advanced ECC with multi-bit error protection and memory online spare mode	
6	2 x 500GB disk drives, scalable to 8 drives. The raid controller should be configured for RAID 0, 1 and 5. The drive carrier should have intuitive icon based display along with "DO NOT REMOVE" caution indicator that gets activated automatically in order to avoid data loss/downtime due to wrong drive removal. Server should support 12G	

	and 6G SAS drives, SSD, SATA drives. Internal/External DVD ROM Drive.	
7	Server should support additional PCIe 3.0 based 12Gb/s SAS Raid Controller with RAID 0/1/1+0/5/50/6/60/1	
8	2 no of 1Gbps network adaptor. Remote management functionality.	
9	1 Micro SD, Video port, 4 USB ports (Front: 1, Rear: 2, Internal: 1). Minimum 6 No of PCI express slot support in the server (3 no of x8 slot and 3 no of x16 slot should be supported).	
10	Redundant minimum 800 Watt Power Supplies and Redundant 6 no of Hot Swap system fans	
11	ACPI 2.0b Compliant, PCIe 3.0 Compliant, PXE Support, WOL Support, Microsoft® Logo certifications, USB 3.0 Support, ASHRAE A3/A4	
12	Should support monitoring ongoing management, service alerting, reporting and remote management with embedded Gigabit out of band management port. Server should support configuring and booting securely with industry standard Unified Extensible Firmware. System should support RESTful API integration. System management should support provisioning servers by discovering and deploying 1 to few servers with Intelligent Provisioning. System should support embedded remote support to transmit hardware events directly to OEM or an authorized partner for automated phone home support	
13	Power-on password, Serial interface control, Administrator's password, TPM 1.2, UEFI	
14	Should support heterogeneous OS environment to run Microsoft Windows Server, Canonical Ubuntu, Red Hat Enterprise Linux (RHEL) 5.2 and latest, SUSE Linux Enterprise Server, Oracle Solaris, VMware, Citrix XenServer, Ubuntu 12.04 LTS server customized by NIC for eCommittee Supreme court of India (64 and 32 bit)	
15	Hardware should be with 5 years of warranty. All Server, storage and hardware related management from single OEM for end to end support.	

Specifications – A7

A7) Tower Server (2x22 Courts)- 44 No.

SL No	Required Technical Specification	Technical Compliance (Yes/No)
1	Tower Server	
2	Dual socket server with 1 x Intel Xeon 8-Core E5-2600 V3 series CPU @ 2.4 GHz or Higher.	
3	Intel C610 Series Chipset motherboard	
4	16 GB DDR4, 2100 MHz dual rank registered ECC RAM scalable to 128 GB memory. Server should be capable of identifying and reporting whether genuine OEM memory is installed.	
5	Advanced ECC with multi-bit error protection and memory online spare mode	
6	2 x 500GB SATA disk drives in RAID 1, scalable to 8 drives. The drive carrier should have intuitive icon based display along with "DO NOT REMOVE" caution indicator that gets activated automatically in order to avoid data loss/downtime due to wrong drive removal. Server should support 12G and 6G SAS drives, SSD, SATA drives. Internal/External DVD ROM Drive.	
7	Server should support additional PCIe 3.0 based 12Gb/s SAS Raid Controller with RAID 0/1/1+0/5/50/6/60/1	
8	2 no of 1Gbps network adaptor. Remote management functionality.	
9	1 Micro SD, Video port, 8 USB ports (Front: 2, Rear: 4, Internal: 2). Minimum 6 No of PCI express slot support in the server (4 no of x8 slot and 2 no of x16 slot should be supported).	
10	Redundant minimum 800 Watt Power Supplies	
11	ACPI 2.0b Compliant, PCIe 3.0 Compliant, PXE Support, WOL Support, Novell Certified, IPMI 2.0, SMASH CLP, DCMI 1.0 compliant, Microsoft® Logo certifications, USB 3.0 Support, SMBIOS 2.7.1, ASHRAE A3	
12	Should support monitoring ongoing management, service alerting, reporting and remote management with embedded Gigabit out of band management port. Server should support configuring and booting securely with industry standard Unified Extensible Firmware.	

	System should support RESTful API integration. System management should support provisioning servers by discovering and deploying 1 to few servers with Intelligent Provisioning. System should support embedded remote support to transmit hardware events directly to OEM or an authorized partner for automated phone home support	
13	Power-on password, Serial interface control, Administrator's password, TPM 1.2, UEFI	
14	Should support heterogeneous OS environment to run Microsoft Windows Server, Canonical Ubuntu, Red Hat Enterprise Linux (RHEL) 5.2 and latest, SUSE Linux Enterprise Server, Oracle Solaris, VMware, Citrix XenServer, Ubuntu 12.04 LTS server customized by NIC for eCommittee Supreme court of India (64 and 32 bit)	
15	Hardware should be with 5 years of warranty. All Server, storage and hardware related management from single OEM for end to end support.	

Specifications – A8

A8) Rack and KVM switch with KBD, Monitor and Mouse for District courts (1X6 Courts)- 6 No

SL No	Required Technical Specification	Technical Compliance (Yes/No)
1	42U Rack to be housed District Court server should be proposed accordingly	
2	Front Door and Back Door need to be proposed accordingly.	
3	All equipments like Ballast Kit, cable ties, brush kit etc. as required for the solution need to be offered in the rack solution. 8 Port KVM switch with LCD/LED Monitor, Keyboard and mouse need to be offered with the solution with all cables required.	

Specifications – A9

A9) Monitor, Keyboard and Mouse for District courts (2x22 Courts)- 44 No.

SL No	Required Technical Specification	Technical Compliance (Yes/No)
1	LCD/LED Monitor, Keyboard and Optical mouse should be proposed accordingly for Tower server	

Specifications – B1

B1) Redhat Enterprise Linux- 4 No.

SL No	Required Technical Specification	Technical Compliance (Yes/No)
1	RHEL, 2 socket 1 guest 9x5 support for 5-years (2 No of DB Server and 2 no of Web Server)	

Specifications – B2

A9) Redhat Cluster- 2 No.

SL No	Required Technical Specification	Technical Compliance (Yes/No)
1	RHEL Cluster for Database servers	

Section – VII

Detail Break up of Cost*

Name of the Bidder:

Specify Make and Model of each item the bidder Quoted:

S.No.	Item Description	Unit Price(Rs.)	Excise/ other Duty (Rs.) as applica ble	Sales / Service Tax (Rs.) as applicabl e	Total Unit Price (All inclusive) with 05 years onsite warranty (Rs.)	*No. of Items to be procured	Total Cost
1	Database Server at High Court					2	
2	Web Server at High Court					2	
3	Storage (10 TB usable in RAID-5) at High Court					1	
4	SAN Switch at High Court					2	
5	Rack and KVM Console with LCD/LED panel at High Court					1	
6	Rack Server for District Courts					12	
7	Tower Server for Tehsil/Block Courts					44	

8	Rack, KVM switch, Monitor, keyboard and Mouse for District courts					6		
9	Monitor, keyboard and Mouse for Tehsil / block Courts					44		
10	RHEL, 2 socket 1 guest 9x5 support for 5-years (2 No of DB Server and 2 no of Web Server)					4		
11	RHEL Cluster for Database servers					2		
TOTAL VALUE in Rs.								

Total Bid Price in Rs. _____

In words _____

Signature of Bidder with seal _____

Name _____

Business address _____

**Note: Please refer to clause no. 2.6 and 2.7*

Note (1) : The quantities mentioned above are indicative only. The Registrar General, High Court of Chhattisgarh reserves the right to change the quantities and the configuration of items mentioned above without assigning any reason thereof.

(2) : The purchase order may issue in phased manner depending upon the availability of funds / budget

Form: PQ-1

Techno-commercial Bid

S. No.	Description	Indicate also page number where attached
1.	Name, address & telephone number of the agency/firm	
2.	Name, designation, address & telephone number of authorized person	
3.	Please specify as to whether Tenderer is sole proprietor/Partnership Firm/Private or Limited Company.	
4.	Name, address & telephone number of Directors /Partners, Fax No., e-mail address.	
5.	Copy of PAN Card issued by Income Tax Department and Copy of previous 3 Financial Year's Income Tax Return.	
6.	Valid ISO Certificate of products(Please attach copy)	
7.	Service Tax Registration No. (Please attach).	
8.	Latest Service Tax Return (Please attach).	
9.	Experience Certificates / details of 5 years in providing services / supply of Servers in Central Government /State Government/ Public Sector Undertakings /Autonomous Bodies/Reputed Private organizations.	

10.	Details of Bid Security/Earnest Money Deposit: a) Amount: b) Demand Draft : c) Date of issue: d) Name of issuing Bank:	
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Form: PQ-2

BIDDER'S ANNUAL TURNOVER

_____ (Location)

_____ (Date)

From (Name & Address of the Statutory Auditor)

To

The Registrar General,
High Court of Chhattisgarh,
Bilaspur

Ref.: _____

Dear Sir/Madam,

We hereby certify that the average annual turnover of M/s.
_____ (name of the bidder) is not less than Rs.
_____ Crores during the last three financial years.

S No.	Firm	Year-1	Year-2	Year-3
		Amount	Amount	Amount
1				

Yours Sincerely,
(Signature of Statutory Auditor)

Name of the Statutory Auditor:

Seal:

Form: PQ-3
SIMILAR WORK EXPERIENCE

_____ (Location)

_____ (Date)

From (Name & Address of the Bidder)

To,
The Registrar General,
High Court of Chhattisgarh,
Bilaspur

Subject: Supply, Installation, Commissioning and Maintenance of Servers, SAN Systems at High Court of Chhattisgarh.

Ref.: _____

1. We hereby declare and confirm that we, _____ (Name of the Bidder), having registered office at _____ (address) have successfully executed following projects. We are providing the details below: (Note: add rows as required).

S.NO	Name of The Client Organisation	Purchase Order (P.O) No. and date of issue of P.O	Project Value	Brief Scope of Work	Whether the copies of the Purchase purchase orders / Order contracts from the client as required, is attached?	
					Yes/No	Page No. on the Proposal

Yours Sincerely,

(Signature of Authorized Signatory)

Name and Designation of the Authorized Signatory:

Name and address of the Bidder Company:

Seal:

Annexure - 1

Clause by Clause compliance statement on the technical specification as prescribed in the section VI of this document.

S. No.	Clause no.	Complied/Not complied

Annexure - 2

DEVIATION STATEMENT FORMAT

The Bidder is required to provide the details of the deviations of the tender clauses **(in any section of the tender)** in the following format.

S. No.	Section No.	Clause No.	Clause Description	Non Compliance/ Partial Compliance	Remarks

PART – I

BID FORM (1 sheet)

Tender No. :

Date :

To,

**The Registrar General
High Court of Chhattisgarh,
Bilaspur (C.G.)**

Respected Sir,

1. Having examined the conditions of contract and specifications in the tender document and annexure, the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver Servers for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to complete delivery of all the items specified in the contract within the delivery schedule specified in the tender.
3. If our Bid is accepted, we will obtain the unconditional performance guarantees of a Nationalized/Scheduled Bank for a sum 10% of the purchase / contract value.
4. We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Purchase Order of Contract is prepared and a contract is executed accordingly, this Bid together with your written acceptance thereof in your notification of award shall constitute a contract binding on us, subject to terms and conditions mentioned in the tender document.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive and you may reject any bid without assigning reason therefore and you

may vary, amend or alter any terms and conditions of the Tender Document at the time of execution of the Contract.

Dated this day of 2015

Name and Signature

In the capacity of

Duly authorized to sign the bid

for and on behalf of

Witness

Address

Signature

CERTIFICATES

WE CERTIFY THAT:

1. We will not LEAK / DISCLOSE any information of High Court of Chhattisgarh to any other institutions/organizations, bodies and also in the market on the rates less than the prices quoted by us to the High Court.
2. The rate of TAXES / DUTIES mentioned in the tender is in accordance with the provisions of the rules in all respects and the same is payable to the Authorities.
3. The material / items and software offered shall be of the best quality strictly in accordance with the specifications and particulars as detailed in the tender.
4. The information furnished by us in the tender are true and correct to the best of our knowledge and belief.
5. We have read and understood the rules, regulations, terms and conditions of tender as applicable from time to time and agree to abide by them.
6. We will meet 100% Confidentiality and Integrity of High Court Database and software.

Authorized Signatory

(Seal of the Company)