

HIGH COURT OF JAMMU AND KASHMIR
(OFFICE OF THE CENTRAL PROJECT COORDINATER e-COURTS)

SHORT TERM TENDER NOTICE

No: TENDER-JKHC/ 9/2017

Dated: 14.07.2017

High Court is inviting short term tenders for supply, installation and maintenance of 12 No. of Blade Serves and 2 No. Blade Server Chassis for use in the High Court at Jammu and Srinagar. Complete specifications of the tendered items are given in **Annexure-I**. Technical and commercial bids may be submitted in two separate envelopes super scribed as "Technical" and "Commercial" up to 28-07-2017 4 PM in the office of the undersigned. Bids will be opened in presence of the bidders/representatives on 29-07-2017 at 11 AM.

GENERAL TERMS AND CONDITIONS

- (1) Time for completion of supply and installation is 21 days from the date of issuance of Purchase order.
- (2) Bids must be accompanied with EMD of Rs 1,50,000/= (Rupees One lakh, fifty thousand only) and non-refundable tender fee of Rs 1000/- (Rupees one thousand only) in the name of Registrar General High Court of Jammu and Kashmir Srinagar.
- (3) Rates must be quoted per item. Rates must be inclusive of taxes and installation charges. Proforma of price bid is given under Annexure-II.
- (4) Bidders must clearly mention the period of warranty of the items offered.
- (5) Validity of rates quoted should not be less than six months.
- (6) Successful bidder has to provide onsite service support for the period of warranty.
- (7) During warranty period, the vendor has to attend the complaints without fail within the shortest possible time and in no case shall exceed two days downtime.
- (8) The vender should have done similar type of work and must have completed at least two such tenders during the last five years.
- (9) The vendor must have a cumulative turnover of at least Rs 50 lakh during the last three financial years i.e, 2013-14, 2014-15, 2015-16 from the computer related business. CA certificate must be attached as proof.
- (10) The prices quoted by the Vendor shall be in Indian rupees, inclusive of all taxes and not be subject to any price escalation.

- (11) High Court of Jammu and Kashmir reserves the right to split orders and / or accept or reject any quotation as also to alter any or all of the terms and conditions without assigning any reasons thereof.

Eligibility Criteria:

Bidder must have:

1. Service Tax Registration Certificate for Sole Proprietorship Firms.
2. Registered number of GST where his business is located and Income Tax/Pan/TIN and must submit copies of relevant certificates with the technical bid.
3. Letter of authorisation from the OEM. If the OEM is the bidder itself, then letter of incorporation of OEM.
4. A Bidder who is blacklisted from any other Govt. institution is not eligible to participate in this tender. Similarly at the time of bidding, the firms blacklisted/debarred in participating in any activities for fraudulent or corrupt practices by any State or Central Govt. or UT in India are not allowed to bid. For not being so debarred, the bidder must enclose a self-certified letter as proof.

Opening of Bids and Bid evaluation :-

1 Technical and financial bids will be opened at the same time as per Schedule mentioned in the Tender Document. However, evaluation of technical bids will be carried out later on and results of the evaluation will be notified to the bidders through the official website of the High Court <http://jkhighcourt.nic.in>

2. The decision of the Evaluation Committee in the evaluation of the Qualification criteria and Commercial Bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.

Note: High Court of Jammu and Kashmir may waive any minor informality or non-conformity or irregularity in a Bid.

3. High Court of Jammu and Kashmir 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 thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Tendering Authority's action.

Payment Terms: -

1. Payment will be made on successful installation and testing of Blade Servers with Chassis at both wings of the High Court. Certificate of successful installation shall be provided by concerned Registrar Judicial of the High Court for this purpose.
2. The payment would be made after deducting necessary taxes, penalties etc. if applicable.

Bid Security (EMD – Earnest Money Deposit)

1. EMD Rs. 1,50,000/- (Rupees One lakh, fifty thousand only). Payment can be made through FD/DD/CDR/Bank Guarantee valid for three months in each case favouring Registrar General High Court of Jammu and Kashmir payable at Srinagar.
2. A non-refundable tender fee of Rs 1000/- (Rupees one thousand only) in the form of DD favouring Registrar General, High Court of J&K and payable at Srinagar must also accompany the bid.
3. Successful bidder will have to submit Performance Security Deposit of 5% of actual value of contract through bank guarantee in favour of Registrar General, High Court of J&K valid for the period of contract including the period of warranty.
4. The Earnest Money Deposit will be returned to the unsuccessful bidder within seven days of opening of financial bids and to the successful bidder within fifteen days of award of contract.

Performance Bank Guarantee:-

- 1 The successful Bidder shall at his own expense submit within fifteen (15) working days from the date of Notice of award of the Contract or Prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (Annexure-III) of an amount equivalent to 5% of Contract value in Indian Rupees.
- 2 No interest shall be payable on the Performance Bank Guarantee.

3 Performance Bank Guarantee shall remain valid for the period of Contract.

Delivery Schedule:-

The vendor has to make delivery of the blade servers and chassis at Jammu and Srinagar wings of the High Court within 21 days of issuance of the Purchase Order and installation within one week of the delivery. The items shall be delivered at both the locations as under:

Location	Item	Quantity
High Court Srinagar	Blade Server loaded with minimum Windows Server 2008 R2 SP1 X64 (Standard Edition)	1
-do-	Blade Servers with Ubuntu 12.04 LTS 64 bit Server Edition customised by e-Committee Supreme Court of India with Slony.	5
-do	Chassis	1
High Court Jammu	Blade Server loaded with minimum Windows Server 2008 R2 SP1 X64 (Standard Edition)	1
-do-	Blade Servers with Ubuntu 12.04 LTS 64 bit Server Edition customised by e-Committee Supreme Court of India with Slony.	5
-do-	Chassis	1

Contract / Agreement:-

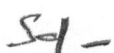
1 After letter of acceptance is issued but before award of contract, the successful Bidder shall submit an undertaking within the stipulated time that the terms and conditions are acceptable to him.

2 Failure of the successful Bidder to agree with the Terms and Conditions of the Bid/Contract shall constitute sufficient grounds for the annulment of the award, in that event, Tender issuing Authority may make the award to the next Best Value Bidder or call for new Bids.

Legal Jurisdiction:- All Legal disputes are subject to the jurisdiction of Jammu and Kashmir only, preceded by Arbitration.

Date : 14.07.2017

Place : Srinagar.


 Malik Shabir Ahmad
 Central Project Co-Ordinator
 (e-Courts)
 High Court of Jammu and Kashmir

HIGH COURT OF JAMMU AND KASHMIR

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ANNEXURE-I

Specifications for Blade Servers

S. No	Items	Specification
1.	CPU	Having two nos. of Intel Xeon E5-2620 v3 product families or latest (8 core) 64bit X86 processor.
2.	Cache	2.5 MB/ more per core or 20 MB (or more) per processor.
3.	Chipset	Latest chipset to be provided to support above given processor specifications.
4.	Memory	128 GB Registered DDR-3 1333 MHz or higher ECC Memory Upgradable to 512 GB with 16 or Higher DIMM slots. Memory modules of 16 or 32 GB each should be provided.
5.	Primary Storage / Internal Storage	2 x 300 GB 15K RPM HDD hot pluggable system disk with mirroring using integrated RAID on internal disks.
6.	Graphics Controller	Integrated Graphics Controller.
7.	HBA	The Blade should have dual port 8 GBPS or more Fiber Channel HBA for connection with SAN directly or through Chassis.
8.	Diagnostics	Pre failure alerts for all active and important components like processors, memory, hard drives.
9.	Ethernet Ports	Blade Servers should be configured with two or more 10 GBPS Ethernet Ports.
10.	Expansion Slot	Minimum of 2 PCI-e X8 based mezzanine slots supporting Ethernet, FC adapters, 1 OGB, infiniband adapters etc.
11.	Form Factor	Half/Full Height Blade,
12.	Failure Alerting Mechanism	The Server should be able to alert impending failures on maximum number of components. The components covered under alerting mechanism should at least include Processor, memory, HDDs and expansion cards.
13.	OS for Server	Pre-loaded Microsoft Windows Server 2008 R2 SPI X64 Standard Edition or higher version of Microsoft Windows Server for two Servers and rest of the servers must be pre-loaded with Ubuntu 12.04 LTS 64 bit Server Edition customised by e-Committee Supreme Court of India with Slony.
14.	Service	Installation and configuration of blade servers in blade chassis as per our requirement.
15.	Warranty	05 (Five) Years Onsite warranty with spares.

Specifications for Blade Chassis

S.NO.	Items	Specification
1.	Description	<p>a) Blade Chassis to accommodate minimum of 14 or more quantities of 2 CPU Half/Full height Hot Pluggable Blade Servers (Quoted in tender).</p> <p>b) Should support two or more processor based blade server of latest generation.</p> <p>c) Same chassis should support x86 Processor based Blade Servers for future applications.</p> <p>d) Single console for all blades in the enclosure or KVM Module with built in KVM switch or Virtual KVM feature over 1 P.</p> <p>e) Should support Hot Pluggable & Redundant chassis Management Modules.</p>
		<p>f) Dual 10G network connectivity for each blade server for redundant should be provided.</p> <p>g) DVD ROM can be internal or external, which can be shared by all the blades allowing remote installation of S/W and OS.</p>
2.	Interconnect Support	Should support simultaneous housing of Ethernet, FC, ISCSI, 1B interconnect fabrics, offering Hot Pluggable & Redundancy as a feature. Enclosure should have minimum 6 Interconnect Bays.
3.	Ethernet Switch	2 redundant non-blocking managed IOGB Ethernet switches to be provided in the blade chassis for connecting all the blade servers in redundant configuration. Additionally, minimum 6 nos of IOGB uplink ports should be there to connect the blade chassis to NAS & external core switch
4.	Blade Server FC Interconnect	It should have Dual Redundant 8 Gbps Fiber switches to connect to External SAN for all the blade servers.
5.	VO Path for all Fabrics	Blade Chassis should provide complete I/O redundancy to blade servers to provide maximum uptime.
6.	Power Modules	Hot swap redundant power supplies to be provided, power supplies should have N+N. All Power Supplies modules should be populated in the chassis.
7.	Cooling	Each blade enclosure should have a fully populated cooling subsystem consisting of hot pluggable fans / blowers enabled with technologies for improved power consumption and acoustic.
8.	Form Factor	1 U or lesser.
9.	System Panel	LED/LCD panel to provide power-on, location, over temperature, information and system error conditions.
10.	Warranty	05 (Five) Years Onsite warranty with spares.

The vendors who are interested to quote for Blade Servers and Blade Chassis are requested to submit the compliance sheet of Technical Specifications in detail.

Annexure-II

No: TENDER-JKHC/ 9/2017

Dated: 14.07.2017

PRICE BID

S.No. 1	Name of Item 2	Quantity 3	Rate Per unit 4	Taxes 5	Total 6=3x(4+5)
1	Blade Servers	12			
2	Chassis	2			
Grand Total					

Grand Total in Words: _____

Note: All Duties/Taxes are to be mentioned by the bidder.

Signature of Bidder with Seal

Annexure-III

No: TENDER-JKHC/ 9/2017

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PERFORMANCE BANK GUARANTEE {to be submitted by the bidder's bank}

(To be submitted on Non-Judicial stamp paper in accordance with Stamp Act and to be issued by a Nationalised/
Scheduled bank having its branch at Srinagar/Jammu) (Payable at par at Srinagar/Jammu)

To,

Registrar General,
J & K High Court,
Srinagar.

(Guarantee shall be restricted to an amount not exceeding
Rs.....(Rupees.....only))

1. In consideration of the J & K High Court, Jammu (hereinafter called "JKHC") having agreed to exempt M/s.....(hereinafter called "the said Contractor(s)" from the demand under the terms and conditions of an Agreement No..... dated..... made between the High Court of Jammu and Kashmir through Registrar General and(Contractor) hereinafter called "the said agreement" for the work from security deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said agreement on production of a Bank Guarantee for Rs(Rupees.....only) on demand.

2. We(Indicate name of the Bank), do hereby undertake to pay Rs.....(Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the JKHC. Any such demand made on the Bank by the JKHC shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the JKHC and we.....(indicate name of the Bank), bound ourselves with all the directions given by JKHC regarding this bank guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....)

3. We (indicate name of the bank), undertake to pay to the JKHC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding before any court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.

4. We (indicate name of the bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <Date> and that it shall continue to be enforceable for above specified period till all the dues of JKHC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the JKHC certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We (indicate name of the bank) further agree with the JKHC that the JKHC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercised by the JKHC

against the said contractor(s) and to forebear or enforce any of the RFP conditions for selection of the vendor for supply of Desktops and we shall not be relieved from out liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part the JKHC or any indulgence by the JKHC to the said contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us(indicate the name of Bank) under this guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)

7. We(indicate the name of Bank) lastly undertake not to revoke this guarantee except with the prior consent of the JKHC in writing.

8. This performance guarantee shall remain in valid and in full effect until it is decided to be discharged by the JKHC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....(Rupees.....only).

9. It shall not be necessary for the JKHC to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the JKHC may have obtained or obtain from the contractor.

10. We (indicate the name of Bank) verify that we have a branch at Jammu. We undertake that this Bank Guarantee shall be payable at any of its branch at Jammu. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Date (Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

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

(1)

(2)

Bank Details

Name & address of Bank:

Name of contact person of Bank: