

THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM: NAGALAND: MIZORAM and ARUNACHAL PRADESH)
KOHIMA BENCH

Dated 17th February 2021

NOTICE INVITING SHORT QUOTATION

NO.HC(K)15/2015/Estt/ 22 :::: Sealed quotations are invited from reputed vendors for **Comprehensive Annual Maintenance Contract (CAMC) of high-end server machines and local area network along with service support.**

(A) BIDDING PROCEDURE:

1. Quotations are invited in two Bid systems, (1) Technical and (2) Commercial. Quotations for **Technical and Financial bids** should be sealed separately and enclosed in single sealed envelope clearly indicating "Quotations for servers and LAN along with software service support" and addressed to the Registrar, Gauhati High Court Kohima Bench, Old Ministers Hill Kohima, Nagaland. The financial bid of CAMC should be sealed separately.
2. Sealed quotations shall be received not later than **1:00 PM on February 23, 2021**. No Bids will be accepted after this date & time under any circumstances. This office will not be responsible for any postal/courier delay and also for reasons beyond the control of this office.
2. The offer should be valid for the acceptance for the period of at least 180 days from the last date of submission of tender. Rates quoted should be free from any preconditions regarding payments etc., or otherwise offers are liable to be rejected, without assigning any reason.
3. Technical Bids must contain the EMD for specified amount, along with complete technical details as desired by this tender.
4. The duly filled bids should be, enclosed in a common cover along with EMD (refundable) either by Bank Draft or Pay Order in the name of the **"Registrar, Gauhati High Court Kohima Bench" payable at Kohima of Rs.20,000/- (Rupees Twenty Thousand only)**. Technical bid without EMD will be summarily rejected except those who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or the concerned Ministry or Department. The quotations received will be opened at 1:00 PM on the same day i.e. **23.02.2021** in the Registry. The tenderer or their representatives may, if they so desire, be present at the time of opening of quotations.
5. No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit with the Bureau.
6. First technical bids of all the tender will be opened. Technical Bids without EMD will be summarily rejected.
7. Commercial Bid of only successful Technical Bids will be opened on pre scheduled date, time & venue.
8. All bids must be delivered to the Registrar, Gauhati High Court Kohima Bench, Old Ministers Hill Kohima, Nagaland.

9. Financial bids must be submitted as per format of Annexure – I (List of equipment cum financial bids proforma).

(B) DESCRIPTION / SCOPE OF WORK:

1. This Registry is having high end servers, security components like Firewall, Router, Switches etc. and approximately 100 clients, which are connected to the LAN. The clients are connected to the LAN under Windows / Linux environment and utilize the Microsoft software at OS & RDBMS level / various open source RDBMS and other proprietary backup software.
2. The **Comprehensive Annual Maintenance Contract (CAMC)** will cover maintenance of hardware items (excluding client end) **as per details at annexure-I** along with OS support, System / network administration, integration, software installation (required software will be provided by Registry), configuration, creation of Active Directory, database installation & administration, installation & configuration of exchange server, backup / restoration and availability of various services (like clustering, load balancing, replication of database between the High Court and NIC etc.) for **one year** from the date of awarding the contract.
3. Depending on satisfactory services, Registry reserves the right to extend the CAMC terms beyond one year i.e. if successful bidder offers to extend the CAMC terms beyond one year / for a quarter / any other period for a maximum of 1 year, on the same terms & conditions and same competitive CAMC rates as per successful bids.
4. High Court servers are protected from outside/inside malicious users. However, whenever required the selected vendor has to diagnose the external/internal security threats, risk, vulnerable ports, routes and protect the High Court network and its resources from any external/internal threat & vulnerabilities. Protecting High Court network may require configuring of Firewall, Router and Switches etc.
5. Conducting unscheduled corrective and remedial maintenance / repair including supply and replacement of defective or unserviceable parts or components of this equipment.
6. CAMC includes essential servicing and repairs / fixing / replacement of all the electrical / electronic and mechanical components of the items put under CAMC. Therefore, the firm shall bear cost of all spare parts of related items or any other item necessary for proper operation of the original equipment. CAMC includes items even if it is burnt or damaged due to power fluctuation. No extra charges would be payable by this Bureau.
7. The network engineer deputed on site should be able to install networking racks / switches / cables from one location to another and also to install passive cabling as on some occasions the deputed engineer may be required to perform such jobs as per requirement within the premises. Further, required patch panel, CAT6 cables, connectors etc, if required for such shifting, will also be provided by CAMC vendor. Decision of the High Court in this regard would be binding on the CAMC vendor.
8. The Registry shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the contractor has no right to remove any deputed personnel at site without prior approval of the Registry, however, emergencies exempted.
9. The contractor shall also cover insurance for its personnel for personal accident, injury including death whilst performing the duties and the Registry shall own no liability and obligation in this regard.

10. The engineer deputed on site should also be able to perform following tasks – Provide system administration, integration, maintenance and user support on all supported servers and data storage systems, Install configure and maintain Windows & Linux Servers, RDBMS and clustering services, helping in database backup and recoveries, manage and monitor server configuration, performance and activity of all servers, handle all aspects of server backup programs including running data restores as required, diagnose server services and operational problems and to develop effective solutions, maintain data integrity and security of server software, monitor server software products and tracks server performance, providing assistance in data replication and other related activities.

(C) ELIGIBILITY CONDITIONS FOR BIDDER:

1. The firm should local presence in Nagaland and have experience in the trade with Annual Maintenance Contracts preferably in system integration, managing and providing support for Servers / Desktops/ Network, software and peripherals.
2. Audited balance sheet for last three years showing that the bidder has a minimum per annum turnover of at least Rs. 25 lakhs should be enclosed.
3. Preference will be given to the bidder with an authorized service provider / business partner with at least one of the major IT vendors, like HP, HCL, Lenovo, Dell, IBM, Intel, Fujitsu etc.
4. The bidder should engage technician with proficiency in Cisco devices for maintaining the services of network, e-mail, data integrity and security of High Court servers.
5. The bidder should enclose **at least three documents** regarding **execution of work** done especially Server/Network and AMC in Government Sector.
6. The bidder should provide details of his major projects of similar kind of work undertaken in recent past as per the enclosed formats of technical bid. (Annexure – II & III).
7. The bidding firms should have their own Branches/ offices in Kohima.
8. The maintenance / repair work should be carried out at the High Court Office premises only.
9. The bidder should be able to supply original spare parts of Server/Network components.
10. The bidder should have their own test and repair facility with certified engineers.
11. A copy of the GST number as well as the PAN number of the firm should be submitted.
12. The firm should submit an undertaking (Annexure – IV) that it has not been barred or blacklisted by any of the Central / State Government / Departments / Organization / Central or State PSU.
13. On completion of the contract period, the firm will have to hand over all the equipment under CAMC in perfect working condition to High Court, failing which the amount spent on setting the equipment repaired / in working condition from the open market will be deducted from the security deposit / bill amount of the firm.
14. Registrar, Gauhati High Court Kohima Bench reserves the right to reject or accept any tender

document without assigning any reason and does not bind himself to accept the lowest or any tender.

15. The equipment is located at Gauhati High Court Kohima Bench, Kohima, Nagaland and can be inspected during any working day between 12.00 pm to 5.00 pm with prior appointment. The details are also available on High Court website <https://kohimahighcourt.gov.in>

(D) PAYMENT TERMS & CONDITIONS:

1. Payment of the CAMC will be made from the effective date of CAMC mutually agreed upon.
2. Successful bidder will have to deposit a performance linked irrevocable Bank Guarantee equivalent to 10% of the total bid amount including taxes prevailing at the time of agreement. Validity of the bid should cover entire CAMC period plus three months beyond that period w.e.f. signing the CAMC contract with High Court.
3. The Bureau at its discretion may exclude any item from CAMC at any time without assigning any reason and payment will be made accordingly **on pro-rata basis**. Thus, the actual amount will depend on number of items covered under CAMC, during that period.
4. Payment of the CAMC charges will be made on quarterly basis only after completion of each quarter and after deducting penalty amount, if any. The fee payable towards CAMC shall not be paid in advance. Taxes etc., if any, levied shall be deducted at source.
5. The Registry shall have right to withhold any of the payments in full or in part subject to recovery of penalties and other dues, if any.
6. If at any time during CAMC period, it is observed that the services provided by the vendor are not satisfactory, the contract may be terminated by Registrar, Gauhati High Court Kohima Bench or its nominated representative by giving 30 days' notice. **Any pending payment will not be paid if the agreement is terminated due to this reason.**

(E) PENALTY CLAUSE:

1. Two resident engineer shall be available in High Court on all court working days for maintaining all applications/database/services running in High Court and rectifying the hardware/network/database problem, if any. Resident engineer will sign daily in attendance register for records purpose. However, High Court reserves the right to depute resident engineers for network maintenance in shifts also and even on weekends / holidays. If the engineer does not turn up and substitute of engineer is not provided on time, then a sum of Rs. 1000/- per day will be deducted from the CAMC amount.
2. The selected firm has to ensure that the problem reported and or equipment fault developed in the items under CAMC is resolved / rectified promptly within a maximum of five working days of reporting the call. If the firm fails to do so, a penalty of Rs. 1000/- per day per complaint will be imposed for each day of delay beyond five working days irrespective of such pending complaints. No request to waive this penalty will be entertained even though the equipment fault is resolved later on. Frequent occurrence of such negligence i.e. failure to resolve the complaints within a maximum of five working days; would also lead to sufficient reason to terminate the CAMC contract from Registry end.
3. If the engineer does not turn up on the day of complaint or on the next working day, then the condition of five working days will not be entertained and penalty will be calculated from the date of lodging such complaints.
4. The selected firm has to perform timely preventive maintenance of all the Servers & Networking equipment once in a period of three months. Failing to perform preventive maintenance, a penalty of Rs. 5000/- per quarter will be deducted from CAMC payment.
5. In case, if the vendor is not able to repair / replace the faulty equipment, Registry reserves the right to get it repair / replace at its own level, without intimating the firm. The cost of the same would be deducted from the CAMC amount of the vendor.

(E) BREACH OF TERMS & CONDITIONS

In case of breach of any of terms and conditions mentioned above, the competent authority will have the right to cancel the contract without assigning any reason and nothing will be payable by this bureau in that event and the security deposit shall also stand forfeited.

**Sd/-
Registrar,
Gauhati High Court
Kohima Bench**

TENDER PROFORMA FOR TECHNICAL BID

1. Name of the Bidder :
2. Type of Firm (Proprietary, Ltd, Pvt. Ltd., PSU, others) (Give Details)
3. Head / Regd. Office address :
 - a) Postal
 - b) Fax No.
 - c) Contact person’s Name, Telephone No, e-Mail address
4. Former name of firm (if any)
5. Office address in Kohima:
 - a) Postal
 - b) Fax No.
 - c) Contact person’s Name, Telephone No, e-Mail address
6. Year of establishment in IT sector :
7. Relevant Experience (No. of years)
8. Please enclose copies of:
 - a) Certificate of Registration No.
 - b) PAN/TAN
 - c) GST Registration No.
9. Address of workshop/ service centre (if any)
10. Details of EMD deposited :
 - a) Draft No.
 - b) Bank details :
 - c) Amount :
 - d) Validity :
 - e) payable to :
11. Period of validity of the offer:
12. Have you failed to complete any work awarded to you? Give complete details.
13. Details of Manpower with Qualifications under following categories:

Hardware Engineer	Software Engineer	Network Engineer

14. How many projects you were imposed penalties for delay/unsatisfactory performance.
15. Satisfactory service certificates from previous customers.
16. Any Quality certification attained by the firm? (if yes, enclose copy)
17. Whether details of past experience furnished in the required Performa (Annexure-III)

I/We hereby certify that the information furnished above is full and correct to the best of my/our knowledge.

Date :

Place :

(Signature of the authorized signatory)
Name
Office seal.

**Details of Comprehensive Annual Maintenance
Contracts Executed in last three years**

1. Hardware / Network maintenance support :

Sr. No.	Name of Organization	Contract period		Value of CAMC	Name of Resident Technical personnel (if any)
		From	To		

2. Software installation / functioning support

Sr. No.	Name of Organization	Contract period		Value of Contract	Name of Resident Technical personnel (if any)
		From	To		

Performance certificate from at least three Govt. organizations /PSU to be

enclosed. Date :

Place :

(Signature of the authorized signatory)

Name

Office seal

ANNEXURE – IV

UNDERTAKING

I / We M/s_____hereby undertake that I / We have personally seen all the equipment to be put under CAMC including the 'Polycom HDX 7000 HD' VC system & its accessories installed in the Registry and certify that I / We are in a position to take the CAMC and also supply original spare parts of the equipment under CAMC in case of any fault developed during CAMC. I / We also agrees to the terms & conditions of tender notice no. HC(K)15/2015/Estt::: Kohima dated 11th December 2020.

_____.

I/ We also undertake that our firm has not been barred or blacklisted by any of the Central / State Government / Departments / Organizations / Central or State PSU.

(Authorized Signature)

Stamp

List of Equipment to be kept under CAMC								
								Annexure - I
S. No.	Effective date from which equipment will be put under CAMC	Item	Description	Make	Model	Qty	Unit Rate (Rs.)	Total Cost (in Rs.)
Servers / Workstation								
1	From the date of award of AMC	Rack server	HCL Infinite Global Line with Intel Xeon	HCL	HCL Infinite GL 2700	1		
2	From the date of award of AMC	Rack Server	Lenovo System X3650 M5 Intel Xeon E5-2600	Lenovo	System X3650 M5	1		
KVM Switch								
1	From the date of award of AMC	8 port KVM Switch	8 Port USB KVM Switch	HCL	IPKVM - 1080	1		
LCD Console								
1	From the date of award of AMC	Combo LCD Console	Combo LCD Console	LCD Console	Combo SK525MM -17	1		
Routers								
1	To be put under CAMC	CISCO Router	CISCO 1800	CISCO	Cisco 1841	1		

2	To be put under CAMC	WiFi Router	Wireless router			1		
Firewall								
1	To be put under CAMC	Sophos Firewall	Sophos XG310	SOPHOS	XG310	1		
Network Switches								
1	From the date of award of AMC	CISCO WS-C2960-24TC-L	Catalyst Switch	CISCO		1		
2	From the date of award of AMC	CISCO WS-C2960-24TC-L	Catalyst Switch	CISCO		1		
3	From the date of award of AMC	CISCO WS-C2960G-24TC-L	Catalyst Switch	CISCO		1		
4	From the date of award of AMC	CISCO WS-C2960G-24TC-L	Catalyst Switch	CISCO		1		
5	From the date of award of AMC	CISCO SG350 - 28	Cisco Managed Switch	CISCO		1		
6	From the date of award of AMC	CISCO SG350 - 28	Cisco Managed Switch	CISCO		1		
7	From the date of award of AMC	CISCO SG350 - 28	Cisco Managed Switch	CISCO		1		
8	From the date of award of AMC	CISCO SF300 - 24	Cisco Managed Switch	CISCO		1		

9	From the date of award of AMC	CISCO SG300 - 28	Cisco Managed Switch	CISCO		1		
VC equipments								
1	From the date of award of AMC	VC equipments	Polycom® HDX 7000 HD VC System & its accessories	Polycom		1		
2	From the date of award of AMC	VC equipments	Polycom® RealPresence® Group 500 System & its accessories	Polycom		1		
3	From the date of award of AMC	VC Display unit	LG 55 inch HD TV	LG		1		
Total Amount (in Rs.)								
Taxes (if any) * clearly mention tax rates								
Grand Amount (in Rs.) inclusive off all taxes								