High Court of Judicature at Allahabad
(Tender Notice No. : AHC/CIT/Server/2019)

HIGH COURT OF JUDICATURE AT ALLAHABAD, PRAYAGRAJ (U.P.) - 211017, India.

http://www.allahabadhighcourt.in

NOTICE INVITING TENDERS FOR AWARD OF CONTRACT FOR PROVIDING
COMPLETE SOLUTION WITH SUPPLY, INSTALLATION, COMMISSIONING, TESTING AND ONSITE COMPREHENSIVE MAINTENANCE OF SERVERS, UNIFIED STORAGE/ BACKUP SOLUTION, SMART ROWs/ TRADITIONAL RACKS, UPSs, SWITCHES, HARDWARE/ SOFTWARE, VIRTUALIZATION, NETWORKING etc. WITH DISASTER RECOVERY SITES (DR) AT
ALLAHABAD HIGH COURT & ITS BENCH AT LUCKNOW ON TURNKEY BASIS

High Court of Judicature at Allahabad
(Tender Notice No. : AHC/CIT/Server/2019)

High Court of Judicature at Allahabad invites sealed tenders in two Bid system from eligible and reputed Original Equipment Manufacturers (OEM's) and/or their authorized channel partners and/or dealers/ agents/ suppliers etc. for award of contract for providing complete solution with supply, installation, commissioning, testing and onsite comprehensive maintenance of Servers, Unified Storage/ Backup Solution, Smart Rows/ Traditional Racks, UPSs, Switches, Hardware/ Software, Virtualization, Networking etc. with Disaster Recovery Sites (DR) at Allahabad High Court & its Bench at Lucknow, on turnkey basis.

The tender document can be downloaded from the official website of the Allahabad High Court at http://www.allahabadhighcourt.in and shall be submitted with **tender fee (non-refundable)** of **Rs. 5,000/- (Rupees Five Thousand)** only by Demand Draft/ Banker's Cheque and an **Earnest Money Deposit (EMD)** of **Rs. 25 Lakhs (Rupees Twenty Five Lakhs)** only, towards Bid security, by Demand Draft/ Banker's Cheque or a Bank Guarantee, issued by a Scheduled Bank in the prescribed format, in favour of **"Registrar General, High Court, Allahabad"** payable at Allahabad**.**

The Technical Bid and the Financial Bid shall be submitted in separate sealed envelopes, superscribing on the respective envelopes "Technical Bid" and "Financial Bid". Both these envelopes should be kept in a single bigger envelope with an endorsement at the top **"TENDER FOR SERVER, UNIFIED STORAGE SOLUTION OF CIT - NOT TO BE OPENED BEFORE 22.01.2020, 4:30 P.M."**. Interested and eligible Bidders may submit their Bid either personally or by post (registered/speed post)/courier to the **Registrar General, Allahabad High Court, Prayagraj, U.P. - 211017**, so as to reach the High Court **on or before 22.01.2020 by 2.30 p.m.** The High Court will not be responsible for any delay on the part of the Postal Department/Courier. Any Bid received after the aforesaid last date and time will not be accepted. Conditional Bids will also not be considered.

The High Court, in its discretion, reserves the right to reject all or any of the Bids without assigning any reason.

Important Instructions

SI. No.	Description	
1	Tender fee (non-refundable)	Rs. 5,000/- (Rupees Five Thousand) only by Demand Draft/ Banker's Cheque issued by a Scheduled Bank.
2	Earnest Money (to be submitted with the Bid)	Rs. 25 Lakhs (Rupees Twenty Five Lakhs) only by Demand Draft/ Banker's Cheque or a Bank Guarantee issued by a Scheduled Bank in the prescribed format.
3	Period of completion of work	Within 12 weeks from the date of issuance of the Purchase Order.
4	Date of pre-Bid meeting	07.01.2020 at 4.30 p.m.
5	Last date and time for submission of Bids	22.01.2020 by 2.30 p.m.

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6	Date and time for opening of Technical Bid(s)	22.01.2020 at 4.30 p.m.
7	Date and time for opening of Financial Bid(s)	28.01.2020 at 4.30 p.m.
8	Venue	Centre For Information Technology (CIT) Building, Gate no. - 8A, Allahabad High Court, Allahabad.

Sd/-

Registrar General

High Court of Judicature at Allahabad
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1. DEFINITIONS:

i. "High Court" means High Court of Judicature at Allahabad and its Bench at Lucknow;

ii. "Bidder" means the company or the firm which participates in this tender;

iii. "BUYER" means the High Court;

iv. "SELLER" means the successful Bidder;

v. **"Goods/ items"** means all the equipment, hardware, softwares, licenses, machinery, commodities and other materials which the Bidder is required to supply under the Bid;

vi. "Services" means all professional services; installation and commissioning activities; technical assistance; training; technical advisory; or maintenance obligations of the Bidder under the Bid;

vii. "Incidental Services" means those services ancillary to the supply of the items, such as transportation and insurance, and other such obligations of the Supplier covered under the Bid;

viii. "Bill of Quantities" hereinafter refereed to as "BoQ" in the tender document;

ix. "Letter of Intent (LOI)" means the written communication to the successful Bidder of the intention of the BUYER of the items/ services as per the Purchase Order read with the Bid document;

x. "Purchase Order" means the written order signed by the BUYER for the purchase of items/ services after Letter of Intent (LOI) has been accepted by the SELLER. It shall include all the attachment and appendices thereto and all the documents incorporated by the reference therein;

xi. "Site of delivery/ installation/ maintenance" means High Court;

xii. "Annual Maintenance Contract" hereinafter refereed to as "AMC" in the tender document.

xiii. The records, terms and expressions not significantly defined herein or in the Bid documents shall have same meaning assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract Act, 1872 or the General Clause Act, 1897 as the

case may be. The headnotes are for guidance only and shall not affect the interpretation or construction of any provision thereof and in the Bid document.

2 - SCOPE OF WORK:

(1) Bidder shall provide complete solution with supply, installation, commissioning, testing and onsite comprehensive maintenance of Servers, Unified Storage/ Backup Solution, Smart Rows/ Traditional Racks, UPSs, Switches, Hardware/ Software, Virtualization, Networking etc. with Disaster Recovery Sites (DR) at Allahabad High Court & its Bench at Lucknow wherein both these sites will be acting as Disaster Recovery sites for each other, on turnkey basis.

(2) A modular type solution/ architecture may be preferred over conventional type solution/ architecture keeping in view the nature of applications/ software solutions and the data proposed to be hosted over the server which are very critical and incremental in nature and are modified regularly. The hardware/software requirements are expected to grow exponentially with increase in data/ applications and the services proposed to be launch in the near future. A modular solution may be easier to upgrade by adding more modules and may also be cost effective in the long run. **Software solution(s) e.g. Operating Systems, Virtualization, Database, Web Server, Backup Solution etc. based on Open Source Technology may be preferred. High Court is using Open Source based technology since a decade.**

(3) The Bidder may quote for both types of solutions in a single Bid i.e. conventional type architecture and modular type architecture.

(4) The entire solution shall be designed in a way to run online applications, Content Management System (CMS)/ Document Management System (DMS) considering the following aspects:
   (a) Internet facing system will be separate from DMS System (Server is part of the Bidder's solution. Internet will be at part of the High Court).
   (b) No. of concurrent users will be atleast 700.
   (c) To store initially 20-30 TB earlier data plus 15 to 20 GB incremental data on per day basis.
   (d) To handle more than 1 Lakh IOPS initially.
   (e) Virtualization, storage replication to and fro between Allahabad and Lucknow, application/ data/ network/ power safety, RAID, firewall protection etc. Firewall of High Court will be used for internet facing. However, Bidder may propose firewall solution for DC/DR link which shall be treated as optional. The Bidders shall quote the cost of such solution separately.

In addition to the above, the Bidder is also required to make provisions in the proposed solution for:

   i. Replacement of High Court's existing (outdated) servers as mentioned at sl. no. 8, 9 & 10 of **Annexure I - BRIEF DETAILS OF EXISTING SERVERS** and;

   ii. Scalability of the entire solution considering future aspects/ integration with High Court's existing/ proposed ICT infrastructure.

(5) Major portion of data will in be PDF/A file format which will have digital signatures. Some portion of data may contain audio/ video file format. Bidders are required to make provisions considering all aspects. Deployment of High Court's Document Management System (DMS) and storing of Files (mostly in PDF/A format) will be required to be done.

(6) The entire solution in regards of the scope of the tender document should be with optimum solution as an initial stage. Active-active storage array based replication, file system replication and database replication should be essentially part of the solution.

(7) Bidders are required to Bid for the complete solution(s) in such a way which best suits the requirement as asked in the tender document. Deviations (on higher side or better specification) in Hardware/ Software component(s)/ services, if any, shall be clearly specified by the Bidder in the Bid document with proper justification(s) and the cost differential associated with it.

(8) The delivery of all the items, to be ordered, shall be made by the Bidder on CIF basis. If any loss or damage occurs in transit, it will be the responsibility of the Bidder, to make good the loss, within the time stipulated in the tender/ Purchase Order for complete installation in all aspects.

(9) All the items to be supplied should be new, of good quality and standard and as per the technical specifications mentioned in the **Section 1 - Schedule of Requirement & Section 2 (to be filled by the Bidder)** of the Technical Bid Proforma of the tender document.

(10) The supply, installation, testing, commissioning and successful operation of entire proposed solution will have to be completed satisfactorily **within 12 weeks** from the date of issue of the Purchase Order, failing which the Purchase Order may be cancelled and EMD will be forfeited.

3 - GENERAL TERMS AND CONDITIONS:

(1) The Bidders may contact the following officers of the High Court for any enquiry relating to the tender, on any working day between 11.00 a.m. to 4.00 p.m. -

S. N.	Place	Name & Designation of the Officer	Contact Details
1	Allahabad	Sri Ashwini Kumar System Manager	Mobile: +91 - 8004906091 E-mail:computer@allahabadhighcourt.in, computer.hcalld@gmail.com
2	Lucknow	Sri Abhay Srivastava, System Manager	Mobile: +91 - 8004905862, 0522 - 2722520 E-mail: computer.hclko@gmail.com, computer_lko@allahabadhighcourt.in

(2) The Bidder should either be a Company registered/ incorporated under the Companies Act or a Firm registered under the Indian Partnership Act, 1932 or under

the Limited Liability Partnership Act.

(3) Bidders are required to submit authorization letter to the signatory of the Bid by the competent authority of the Bidder, to participate in this Bid.

(4) If the Bid is submitted by a firm other than the OEM, then the Bidder should furnish documents from their principals as proof of the firm being their authorized dealer and OEM's consent for signing tripartite agreement with the BUYER.

(5) Bidder should be a reputed OEM or their authorized channel partners and/or dealers/ agents/suppliers etc. having experience of IT System Integration with valid Memorandum of Understanding (MOU) with OEMs. The MOU agreement must indicate the commitment of OEM's for meeting all the contractual obligations and shall be required to be submitted with the Bid.

(6) The Bidder is required to have adequate experience in supply, installation, testing, commissioning etc. of Servers, Unified Storage/ Backup Solution and must have experience/ expertise establishing Disaster Recovery sites. Bidder shall submit proof in support thereof.

(7) It is compulsory for the Bidder to Bid for entire solution as required in the tender.

(8) The Bidder should have atleast ISO 9001:2000 or latest certification. Preference may be given to the Bidder having CMMi certification.

(9) The Bidder must have an annual turnover of not less than Rs. 35 Crores (Rupees Thirty Five Crores) in <u>any two years</u> of the preceding three Financial Years **(i.e. FY 2016-17, 2017-18 and 2018-19)** and the audited balance sheet of the relevant period is required to be submitted by the Bidder.

(10) The Bidder is also required to indicate the turnover separately for each of the preceding three financial years **(i.e. FY 2016-17, 2017-18 and 2018-19),** if any, from supply and installation of Servers, Unified Storage Solutions, establishment of DR sites etc. of reputed brands. The Bidder is required to submit Purchase Order and completion certificate in support thereof.

(11) Bidding by more than one company which joins with other companies of complementing skills to undertake the scope of work defined in this tender forming a consortium is not allowed. However, bidding can be done by the parent company along with its subsidiary company or by the subsidiary company along with its parent company.

(12) The Bids have to be submitted sealed in Two Bid System, in the proforma prescribed for the "Technical Bid" and the "Financial Bid". Bids not submitted in the prescribed proforma or Bids which are incomplete are liable to be rejected.

(13) Each tender is required to be accompanied with a Demand Draft/ Banker's Cheque of **Rs. 5,000/- (Rupees Five Thousand)** only, payable at Allahabad, as a **Tender Document Fee (non-refundable)** and a Demand Draft/ Banker's Cheque of **Rs. 25 Lakhs (Rupees Twenty Five Lakhs)** only, payable at Allahabad, as an **Earnest**

Money Deposit (EMD), issued by any Scheduled Bank, drawn in favour of the **Registrar General, High Court, Allahabad,** payable at Allahabad. EMD may also be submitted in the form of a Bank Guarantee issued by any Scheduled Bank, in the prescribed format given as **Annexure - II**, in favour of the **"Registrar General, High Court, Allahabad".** The EMD will be refunded to the unsuccessful Bidder(s) without any interest on a request made by it.

(14) Bid(s) will be rejected, if technical specifications offered by the Bidder in the Technical Bid differ from what is quoted in the Financial Bid.

(15) The Bidder should have an office in the State. However, if the local presence is not there in the State, the Bidder should provide contact details of its authorised dealer/ Channel Partner etc. in the State for complaint/ services.

(16) Minimum 7 years (including onsite comprehensive warranty period of 5 years) spare parts availability of items to be proposed including patches should be guaranteed by the Bidder.

(17) The warranty period shall start from the date of successful installation, testing, commissioning, successful operation of all the items and the acceptance of it given by the BUYER.

(18) The AMC charges of all quoted items including all spare parts after expiry of onsite comprehensive warranty period of 5 years should not be more than 6% of the hardware value per year for the next 2 years.

(19) The Bidder shall examine all the forms, instructions, terms & conditions, specifications etc. of the tender document. Failure to furnish the information required as per the tender document or submission of Bids not substantively responsive to the tender document shall be summarily rejected.

(20) The BUYER reserves the right to increase or decrease the specified quantities of items/ services etc. specified in the tender.

(21) Canvassing in any form in connection with the tender is strictly prohibited and will disqualify the Bidder.

(22) The Bids of Bidders blacklisted by the Central Government/ State Government or instrumentalities thereof shall not be considered. The Bids of the Bidders/ their Partners/ Directors/ Agents against whom any criminal case is pending before any Court shall also not be considered.

(23) The Bidder shall bear all the costs associated with the preparation and submission of his Bid.

(24) The successful Bidder ("SELLER") will be required to submit their acceptance within a period of 3 days from the receipt of the Letter of Intent (LOI) issued by the BUYER and thereafter execute an Agreement with the BUYER within the next 7 days. A security deposit in the form of a **Performance Bank Guarantee** of **10% of the total Purchase Order value**, is required to be submitted by the successful

Bidder within **one week** from the date of signing of the Agreement. PBG shall be valid for a period of **not less than 63 months**, commencing from the date of **onsite comprehensive warranty support** of **5 years** of all the items, from the date of their successful installation, as well as **3 months** thereafter, in the prescribed proforma provided as **Annexure – III**.

(25) Purchase Order shall be issued only after execution of the Agreement and submission of the PBG.

(26) The SELLER is required to comply with the requirements of all the Acts, Rules and Regulations framed by the State Government/ Central Government relating to the contract work and the BUYER will not be responsible for any breach thereof.

(27) It will be the responsibility of the SELLER to ensure that the work is completed in all aspects within the stipulated period of time as indicated in the tender document.

(28) Time is the essence of the contract. The work is required to be completed **within 12 weeks** from the date of issuance of the Purchase Order issued by the BUYER. If the work is not performed within the stipulated period, it will be open to the BUYER to either cancel the contract and/or impose penalty as contained in the **Clause 15 - Liquidated Damages** of the tender document. In such circumstances the SELLER will not claim any payment or damages from the BUYER.

(29) The BUYER reserves the right to cancel the contract at any time without assigning any reason and the decision of the BUYER will be final and binding on the SELLER. In that event, the BUYER shall not be liable to pay any compensation to the SELLER. In case of any dispute, the Courts at Allahabad alone will have the jurisdiction.

(30) On cancellation of the contract it will be open to the BUYER to award the contract to another party and the extra cost incurred by the BUYER in the completion of the work, loss/damages will be recovered from the SELLER.

(31) In the event of cancellation of the contract, the BUYER will also be entitled to invoke the EMD and/or PBG submitted by the SELLER either in full or in part, including the institution of legal proceedings as are available in law.

(32) The BUYER may recover any amount due from the SELLER by invoking the PBG either in full or in part. In such an event, the SELLER shall replenish the PBG within 7 days, failing which the BUYER may terminate the contract and recover the loss/ damages from the SELLER.

(33) The SELLER will not outsource the work or any part thereof required to be performed under the contract to a third party under any circumstances. This violation may attract cancellation of the contract and forfeiture of all the guarantees. In such a situation, the cost differential will also be recovered from the SELLER.

(34) On conclusion of the onsite comprehensive warranty period of 5 years, the BUYER will either enter into AMC with the SELLER for post onsite comprehensive warranty support of items/ services or maintain them in-house or with any other vendor. In

case the BUYER opts to maintain the items in-house, the SELLER shall make available all necessary spares, patches etc. same or equivalent spares on reasonable rates without affecting the compatibility or performance of any part(s) of the entire system, for a period of atleast 2 years after conclusion of the onsite comprehensive warranty period of 5 years. This shall be binding on the SELLER under the terms and conditions of the Purchase Order to be placed after finalization of the contract.

(35) If AMC contract is signed with the SELLER, then the SELLER will be responsible for maintenance of complete items (including third party items) supplied by the SELLER and services etc. on mutually agreed terms.

(36) The SELLER shall ensure onsite maintenance, updation, upgradation, patches etc. on regular basis by their specialised service engineers. The SELLER is required to submit an undertaking in this regard.

(37) Following documents are required to be submitted alongwith the Technical Bid :-

    i. Memorandum of Association, Articles of Association and Certificate of Incorporation or partnership deed and registration certificate, as the case may be, of the Bidder;

    ii. Authorization of the signatory of the Bid by the competent authority of the Bidder, to participate in this Bid;

    iii. Audited Balance sheet of the preceding three financial years (i.e. FY 2016-17, 2017-18 and 2018-19);

    iv. ISO 9001:2000 certification or latest;

    v. CMMi certification in case Bidder firm is CMMi certified;

    vi. Affidavit stating that the Bidder is neither blacklisted by the Central Government/ State Government or instrumentalities thereof nor any criminal case against the Bidder/ its Partners/ Directors/ Agents is pending before any Court;

    vii. Brochure, leaflets, documents, certificates etc. of the proposed solution;

    viii. The MOU agreement indicating the commitment of OEM's for meeting all the contractual obligations, in case the Bidder is not OEM;

    ix. OEM's letter confirm that the products quoted are neither end of sale nor end of life products.

    x. OEM's consent to sign the Tripartite Agreement;

    xi. Any other document(s)/certificate(s) required to be submitted as per the tender document.

(38) Bid(s) not conforming to any or all the above terms and conditions will be rejected.

(39) The BUYER, in its discretion, reserves the right to reject all or any of the Bids without assigning any reason.

(40) If due to administrative reasons, the venue for opening of Bids is changed, it will be conveyed to the Bidder.

(41) If the SELLER is a Re-seller of an Original Equipment Manufacturer (OEM) then the OEM shall also be a signatory to the Agreement.

4 - BID PRICES:

(1) The Bidder shall give the total composite price inclusive of all kinds of Taxes viz. GST, packing, forwarding, freight and insurance etc. The basic unit price and all other components of the price need to be individually indicated against the items and services it proposes to supply under the contract and/or Bid as per the price schedule given in the Financial Bid Proforma. The offer shall be in Indian Rupees only. No Foreign exchange will be made available by the BUYER. The price comparison shall be based on total prices of items.

(2) The Basic Unit Price quoted by the Bidder shall remain fixed during the entire period of the Bid and the Agreement; and shall not be varied on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

(3) The prices quoted by the Bidder shall be in detailed breakup to enable the BUYER to arrive at the price of equipment/ system/ sub-system offered. The price approved by BUYER for procurement will be inclusive of all Taxes viz. GST, packing, forwarding, freight and insurance. Changes, if any, in taxes viz. GST shall have no effect on price during the scheduled delivery and the entire Contract period.

(4) Discount, if any, offered by the Bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.

5 - DOCUMENTS ESTABLISHING GOOD'S CONFORMITY TO BID DOCUMENT:

(1) The Bidder shall furnish, as part of his/her (Technical) Bid, documents establishing the conformity of his/her Bid to the Bid document of all items and services which he/she proposes to supply under the contract.

(2) The documentary evidences of the "goods and services" conformity to the Bid document may be in the form of printed leaflets, literature, drawings, data etc. including:

(a) A detailed description of goods with essential technical and performance characteristics;
(b) A list, giving full particulars including available sources and current prices of all spare parts, special tools etc. necessary for the proper and continuous functioning of the goods for a period of atleast 7 years.
(c) A clause-by-clause compliance on the BUYER's Technical Specifications and Commercial conditions demonstrating substantial responsiveness to the technical specifications and commercial conditions be mentioned in the format mentioned in Technical & Financial Bid proforma. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the Bidder. A Bid without clause-by-clause compliance of the Technical & Financial Bid proforma shall not be considered.

(3) For the purpose of compliance to be furnished pursuant to the clause (2)(c) above, the Bidder shall note that the standards for workmanship, material and equipment and reference to the brand names or catalogue number, mentioned by the BUYER in its Technical specifications are only descriptive and not restrictive.

6 - BIDDING AND SELECTION PROCESS:

(1) The Bid evaluation will be done separately in a manner that all the conventional type solution/ architecture of different Bidders will be evaluated with each other, while all the modular type solution/ architecture of different Bidders will be evaluated with each other.

(2) Selection of the successful Bidder will be in two stage evaluation process:

      (a) Technical and;
      (b) Financial

(3) Technical Bids received without the tender document fee and the Earnest Money Deposit (EMD) will be summarily rejected.

(4) Technical evaluation will be performed on the basis of information provided by the Bidder in **TECHNICAL BID PROFORMA** of the tender document.

(5) Technical evaluation of the Bids shall also be done on the following parameters: -

(a) The BUYER shall evaluate the Bids to determine whether they are complete in all respects, whether any computational errors have been made, whether required sureties have been furnished, whether the each and every page of documents have been properly signed and whether the Bids are generally in order.

(b) Prior to the detailed evaluation, the BUYER will determine the substantial responsiveness of each Bid to the Bid document. For purposes of these clauses, a substantially responsive Bid is one which confirms to all the terms and conditions of the Bid document without material deviations. The BUYER's determination of a Bid's responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence.

(c) A Bid determined as substantially non-responsive will be rejected by the BUYER and cannot, after the Bid has been opened, be made responsive by the Bidder by correction of the non-conformity.

(d) The BUYER may waive any minor infirmity or non-conformity or irregularity in a Bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or effect the relative ranking of any Bidder.

(e) The BUYER reserves the right to seek demonstration of goods and services quoted in the Bids.

(f) Technical specifications of the items, peripherals and services and the leaf-

lets/ supporting documents enclosed with the Bid to confirm them;

    (g) Company's turnover in the last three Financial Years;

    (h) Bidder's experience; expertise; expert manpower; certifications; installation base; after sales service support at Allahabad and Lucknow;

    (i) Weightage may be given to the Bidders offering additional warranty, services, bundled software etc. along with the hardware, if all other parameters of technical evaluation are equal;

(6) Financial Bids of only such Bidders who qualify the Technical Bid will be opened.

(7) The prices quoted in the Financial Bid should be inclusive of cables, accessories, packing, forwarding, freight, transit insurance, installation & commissioning charges etc. at sites. Tax(es) viz. GST, if applicable, should be quoted separately at the appropriate columns provided in the Financial Bid.

(8) In case, tax(es) viz. GST are reduced or increased subsequently by the Government at the time of placement of the Purchase Order or delivery, then the same will be adjusted by the SELLER.

(9) Arithmetical errors shall be rectified on the basis that if there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the lower figure shall prevail and the total price shall be corrected by the BUYER accordingly. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Bidder does not accept the correction of the errors, his Bid shall be rejected.

(10) The High Court also reserves the right to reject the Bid(s), amongst others, for the following reasons:

    i.   If the Bids are not submitted in accordance with the prescribed conditions;
    ii.   If a conditional Bid is submitted by the Bidder;
    iii. If the Bidder fails to deposit the tender document fee, EMD, PBG and/ or fails to execute the Agreement within the time stipulated in the LOI or within such extended period as may be specified by the High Court;
    iv. If the Bidder deviates from what offered in the Technical Bid and/ or in the Financial Bid.
    v.   If the Bidders form a cartel. In such a situation, they would disqualify themselves from participation in any Bid invited by the High Court for three years.

7 - AMENDMENT OF TERMS AND CONDITIONS OF BID:

  (1) The BUYER reserves the right to modify the terms and conditions of the tender document before the last date & time of submission of Bids taking into consideration the discussions held during the pre-Bid meeting and such modification(s) will be published on the official website of the BUYER http://www.allahabadhighcourt.in within a week.

(2) If the situation so demands the BUYER may extend the last date and time for submission of the Bid by publication of a notice on the official website of the BUYER at http://www.allahabadhighcourt.in.

8 - QUANTITY SUFFICIENCY AND BUYER'S RIGHT TO VARY QUANTITIES:

(1) The Bidder has to quote optimum quantity of items sufficient to meet the scope and objective of the tender as mentioned in Section 1 - Schedule of Requirement of the tender document.

(2) The BUYER will have the right to increase or decrease the quantity of goods and services specified in the Section 1 - Schedule of Requirement without any change in the unit price or other terms and conditions at the time of award of contract.

(3) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supply from the existing vendors, BUYER reserves the right to place repeat order up to 50% of the quantities of items and services contained in the running tender/ contract within a period of twelve months from the date of issuance of the initial Work Order at the same rate or a rate negotiated (downwardly) with the existing vendors considering the resolvability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

9 - AWARD OF CONTRACT:

The BUYER may award the contract to the Bidder whose Bid is found to be most responsive, competitive and technically sound. The decision of the BUYER in this regard shall be final and binding on the Bidder(s). The BUYER, however, in its discretion, reserves the right to reject all or any of the Bids without assigning any reason.

10 - SIGNING OF CONTRACT:

(1) The issue of Purchase Order shall constitute the award of contract on the successful Bidder.

(2) Upon the successful Bidder furnishing Performance Bank Guarantee (PBG), the BUYER shall discharge the Bid security.

11 - ANNULMENT OF AWARD:

Failure of the successful Bidder to comply with the requirement of clause 10 shall constitute sufficient ground for the annulment of the award and the forfeiture of the Bid security in which event the BUYER may award the contract to any other Bidder at its discretion or call for fresh Bids.

12 - FORFEITURE OF EARNEST MONEY DEPOSIT (EMD):

The Earnest Money Deposit will be forfeited in the following cases, in addition to the conditions specified in the earlier clauses :

i.   If the Bidder withdraws the Bid after the last date and time of submission for any reason whatsoever;

ii. If the Bidder whose Bid has been accepted, fails to execute the Agreement and/or submit the PBG within the time stipulated by the BUYER; and

iii. If the Bidder adopts unfair practices to influence the outcome of the Bid process.

13 - PRE-DESPATCH INSPECTION AND ACCEPTANCE TEST:

No Pre-Dispatch Inspection will be carried out for the items. All the equipments mentioned in the Technical Bid Proforma will be factory tested. Documentary evidence of the factory test has to be provided by the SELLER. Acceptance Test and Functionality Test of items will be carried out in the premises of the High Court by a team of technical experts nominated by the BUYER. Acceptance Test will be carried out to ascertain whether the goods delivered as per the specifications mentioned in the Bid document and in the Purchase Order.

SELLER shall replace the items found defective as per specification prescribed by the BUYER at his own cost within two weeks of the items being found defective. All the testing equipments will be provided by the SELLER. The consumable items used during the testing shall be replenished by the SELLER before final commissioning of the system.

If at any stage during Acceptance Test and Functionality Test, it is found that items, goods and services are not fully functional or technical deviations or not of acceptable quality, the BUYER reserves the right to cancel the Purchase Order and/or forfeit the Earnest Money Deposit.

14 - DELIVERY, INSTALLATION & COMMISSIONING OF ITEMS:

(1) The delivery, installation, testing, commissioning and successful operation of all the items at High Court will have to be completed satisfactorily **within 12 weeks** from the date of issue of the Purchase Order by the BUYER to the SELLER. All the deliveries shall be on CIF (Cost, Insurance and Freight) basis. If any loss or damage occurs in transit then it will be the responsibility of the SELLER to make good the loss, within the time stipulated in the tender/ Purchase Order for installation in all. The SELLER may take necessary action to claim the insurance money, for the item(s) lost/damaged during transit, from insurance Company at his own level.

(2) All the items to be supplied should be new, of the quality and standard as per the technical specifications mentioned in Technical Bid Proforma.

(3) The SELLER will provide operational manuals, OEM documents for peripherals, complete set of diagnostics/diagnostic tools to test all the systems/ sub-systems etc. along with all the hardware components. All the softwares should be supplied along with the media, manuals and requisite licenses.

(4) The delivery, installation, testing, commissioning and successful operation of all the items in the High Court will have to be completed satisfactorily **within 12 weeks** from the date of issue of the Purchase Order by the BUYER to the SELLER, failing which the Purchase Order may be cancelled and EMD will be forfeited.

15 - LIQUIDATED DAMAGES:

(1) If delivery/ installation of the items is not made within the stipulated period of time, the damages will be payable for non-adherence to the committed delivery, installation, testing, commissioning and successful operation schedules by the SELLER to the High Court as follows:

> 0.25% of the total value per week of delay in delivery/installation of items subject to maximum of 5% of total order value.

(2) The BUYER reserves the right to cancel the total/ part Purchase Order, if the delivery, installation, testing, commissioning, successful operation gets delayed by **more than 2 weeks** from the **stipulated period of 12 weeks** of completion of the work. Penalty as mentioned above shall however be applicable even if the order is cancelled in part or full. The BUYER shall have no responsibility what-so-ever for any damages sustained by the SELLER due to cancellation of the Purchase Order. In such case, the Earnest Money deposited by the SELLER shall be forfeited in full and the balance payment, if any, due to the SELLER for the items supplied against the Purchase Order shall be forfeited.

(3) The BUYER reserves the right to reject any items supplied against the Purchase Order, if found not working satisfactorily at the time of installation at site(s). The rejected items, if any, shall have to be taken back and replaced by good quality items forthwith at the cost of the SELLER. No payment will be made for the rejected item(s).

16 - TITLE, RISK AND INSURANCE:

(1) Title of ownership of the items shall pass onto the BUYER from the date and time of physical delivery of the items at site of delivery/ installation. All risks of losses and/ or damages shall be borne by the SELLER till the title passes to the BUYER.

(2) The SELLER shall be responsible for supply, installation, testing and commissioning of all the items at the High Court. All the risks of losses and/or damages shall be borne by the SELLER during supply, installation, testing and commissioning of all the items.

(3) If upon installation of items they are found to be defective, then the SELLER shall replace the same by new ones and to be installed and made them functional on urgent basis. Any expenditure incurred by the SELLER in replacement of the defective items shall be borne by the SELLER.

17 - UPTIME OF ITEMS/ SERVICES:

"Uptime" of items/ services shall mean 100% error free time for each of the items/ services for 24 hours a day considering 365 days a year when the power and satisfactory environmental conditions (Temperature: minimum 0 degree Celsius maximum 45 degree Celsius, Relative humidity: minimum 5% maximum 95% non condensing) are made available to the items. Any unutilized time, during the period, will also qualify as uptime provided there is no malfunctioning in the items installed by the SELLER. The period of items breakdown and the time with-

in which the complaint is reported to the SELLER's local service engineer or the SELLER's Service Centre, either through email/ fax/ letter/ messenger/ telephone or complaint register, will be treated as uptime. In case the complaint is logged after working hours then the problem should be rectified on next working day, failing which the items shall be treated as down. In any emergency the SELLER shall provide services on the same day on urgent basis. Uptime percentage of item will be computed as follows: -

$$\frac{\text{Uptime in hours in a year}}{\text{Total working hours in a year}} \times 100$$

18 - DAMAGES:

(1) Computation of damage shall be based on working hours. The time when items are not used due to any reason except the fault in items shall be treated as uptime. If any of the accessories/ services attached with any equipment is down, the complete equipment shall be treated as down.

(2) The SELLER shall be duty bound to give 100% uptime on all the items. However, the BUYER considering several unavoidable circumstances will overlook 0.5% downtime on items. But in case 99.5% uptime for items installed is not maintained in any year by the SELLER, then damages for not maintaining the required uptime shall have to be paid by the SELLER.

(3) If uptime is equal to or more than 99.5% in a year for the items, then no damages shall be charged for downtime in that year. If the downtime exceeds 0.5% in a year, then total downtime for items (i.e. the time by which the uptime was less than 100%) in any year considering 24 hours per day will be considered for calculating the damages. If average down time in hours of the items exceeds 43 hours in a year, then the damages @ Rs.100/- per hour shall be charged from the SELLER. In case of local Service Center, the complaints must be attended on the same or next business day of the receipt of communication. If the complaint is not attended within the same or next business day, then the damages @ Rs.500/- per day shall be charged additional from the SELLER and warranty shall be extended by equal number of days.

(4) if average downtime hours of items in a year is less than or equal to 43 hours, the period covered by the warranty shall be extended for an equal number of working days for items accordingly.

(5) If average downtime hours of items in a year is less than or equal to 43 hours, the period covered by the AMC shall be extended for an equal number of working days for the items accordingly without paying any amount to the SELLER for above said extended days.

(6) The amount of damages so calculated as per clause 3 above shall be payable by the SELLER on completion of every year of installation of the items during the onsite comprehensive warranty support of 5 years. In case the computation of damages is delayed at the BUYER's end for any reasons, or the agreement is terminated, then the damages shall have to be paid by the SELLER within one

month from the date of receipt of bills from the BUYER for the same. If any amount is payable to the SELLER under this contract or the SELLER refuses to pay the damages, then the same may be recovered by invoking the bank guarantee submitted by the SELLER in favour of the BUYER and the proceeds thereof shall be forfeited by the BUYER. In case, there is no bank guarantee or the damages is more than the amount of bank guarantee, the damages or the rest of the damages, as the case may be, shall be recovered from the SELLER as arrears of land revenue.

19 - OPERATIONAL SERVICES:

(1) The SELLER shall maintain a Service Centre with telephone facility and sufficient spare parts, to register the complaint and provide all maintenance support services on site of installation. Service Engineer will be required to make regular visits to the Site of Installation to ensure the smooth functioning of the items and record his presence in the register kept at site of installation.

(2) Service Engineer of the SELLER and nearest Service Centre(s) of the SELLER will be responsible for providing maintenance services of all the items on behalf of the SELLER.

(3) The SELLER shall be solely responsible for the safety, protection and security of its service engineer visiting the Site of Installation. Accordingly, the SELLER shall comply faithfully with all pertinent laws, regulations and ordinances and shall, at his own expense, take all requisite protective measures to eliminate the occurrences of accidents, loss or damage of any kind to its personnel during the performance of his/ her duties under this tender. The SELLER will pay all indemnities arising from accidents or loss of life due to the SELLER's negligence and will not hold the BUYER responsible or obligated. The SELLER will treat as confidential all data and information about the BUYER, obtained in the execution of his responsibilities, will not reveal such information to any other party without the prior written approval of the BUYER.

(4) Service Engineer will fill a logbook with date and signature, at the Site of Installation in the prescribed format as given in **Annexure-IV**. It will be duly counter signed by authorized person of the High Court where items are installed. These records in the logbook shall be used for calculation of monthly uptime/ downtime of individual items.

(5) High Court shall arrange for full access to the items supplied and installed by the SELLER to enable the Service Engineer of the SELLER, to provide maintenance services, on his producing a valid ID card.

20 - MAINTENANCE:

(1) The SELLER shall provide free maintenance services of the items supplied and installed by the SELLER from the date of acceptance, during the **onsite comprehensive warranty support of 5 years** on all working days or on urgent basis on Site of Installation.

(2) If the BUYER opts for AMC with the SELLER, then the SELLER shall be responsible for maintenance of complete items supplied by the SELLER. The SELLER

shall also guarantee minimum 99.5% uptime for items during maintenance period. If the uptime is below 99.5% for items, then the SELLER shall have to pay the damages as per the **Clause 18 : Damages** of the tender document.

(3) The AMC charges of all items including all spare parts, patches etc. after expiry of warranty period of 5 years, should not be more than 6% of the hardware value per year for the next 2 years.

(4) The SELLER shall provide corrective maintenance service on urgent basis to complaints on holidays and beyond office hours, if necessary. The SELLER is required to provide name, address and telephone number of the person/ service engineer to be contacted for registering the complaint on Sundays, Second Saturdays, holidays and after working hours of the Site of Installation**.**

(5) Whether a defective item or component is to be repaired or replaced shall be at the discretion of the the SELLER to the satisfaction of the BUYER.

21 - LIMITATIONS OF LIABILITIES:

(1) Except the conditions of warranties expressed in the tender if anything comes out neither written nor expressed or not implied therein, but it is outcome of this tender, the BUYER and the SELLER or their authorized representative will sit together and decide the matter amicably and reasonably and the decision so taken shall be signed by both the parties and that be treated as part of this tender and will be called supplementary of this tender and will be binding on both the parties. If no agreement is reached, the matter shall be referred to the Arbitrator as mentioned hereunder.

(2) The BUYER shall not be liable for any repair or replacement necessitated by fault of the SELLER or its representative.

22 - TERMS OF PAYMENT:

The payment for the items supplied by the SELLER shall be made by the BUYER as follows:-

(1) Payment shall be released on receipt of the original bills in triplicate complete in all respect and original delivery challans of all the items. No payment shall be released for part delivery of the hardware, software and other related accessories against the Purchase Order, except if action is taken vide Clause - 15.2. TDS will be deducted as per the prevailing rate. Part payment will not be done.

(2) Payment shall be released only after complete delivery and satisfactory working of all items/ services as per the specifications mentioned in the Technical Bid Proforma.

(3) 70% amount of the total order value will be paid to the SELLER within one month of physical delivery against all the ordered items at High Court, after their physical inspection with submission of all the original delivery Challans/ Bills etc. in triplicate and furnishing of a PBG of 10% amount of the total order value.

(4) Remaining 30% amount of the total order value will be released to the SELLER within one month after satisfactory installation, testing, commissioning and successful acceptance test and satisfactory working of all the supplied items at site of installation.

(5) In case installation, testing, commissioning and successful acceptance report of the items is not obtained within 12 weeks from the date of issuance of the Purchase Order, the BUYER reserves the right to invoke the EMD/ Bank Guarantee(s) or both.

(6) Any increase or decrease in rate of tax viz. GST at the time of delivery of the items to the High Court then the same will be adjusted by the SELLER.

(7) The Bank guarantee furnished by the SELLER to the BUYER shall not be invoked, if the SELLER supplies & installs the items satisfactorily within stipulated period and provides maintenance services to the satisfaction of the BUYER during onsite comprehensive warranty period of 5 years on items. Provided that if the uptime of the items is not above 99.5% percent for any continuous period of **three months** during the warranty period, the BUYER has the right to invoke the Bank guarantee.

(8) The SELLER will pay all the applicable taxes.

(9) Payments under the contract will be made in Indian currency only.

23 - FORCE MAJEURE:

If the performance of the terms of this document or of any obligation of either party hereunder is prevented, restricted or interfered with by reasons of fire, explosion, epidemic, cyclone, earthquake, flood or war beyond the reasonable control of the parties hereto, the party so affected, upon giving prompt notice to the other party shall be excused from such performance to the extent of such prevention, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non- performance, if possible, and shall continue performance hereunder with utmost diligence whenever such causes are removed.

24 - ARBITRATION:

(1) Any question, dispute or difference arising out of or under this tender shall be referred to the sole arbitrator to be appointed by the Hon'ble Chief Justice of the High Court whose award shall be final and binding on the parties.

(2) Mere pendency of the Arbitration proceedings shall not have the effect of putting any of the the terms of this tender document in abeyance.

25 - NOTICES:

A notice given hereunder shall be given by either party to the other by hand delivery or courier or facsimile or email or sent by registered post to such other party at their respective address given herein. A notice sent by hand or courier shall be deemed to have been received on the day on which it was delivered and acknowledged receipt; any notice sent by facsimile or email shall be subsequently con-

firmed by letter posted or delivered as soon as practicable thereafter provided, however, such a notice shall be deemed effective on the date of transmission thereof by facsimile or email and a notice sent by registered post shall be deemed have been served and received on the fifth (5th) day following the date of posting. If the day on which any notice is deemed to have been delivered falls on a Sunday or a public holiday, such notice shall be deemed to have been received on the next day which is not a Sunday or a public holiday.

In the case of the SELLER:-	In case of the BUYER: -
	Registrar General, High Court of Judicature at Allahabad, Prayagraj – 211017, U.P., India.

If either of the parties intends to change its present postal address, it will give a written notice of intimation by registered post to the other party at least one month before, indicating therein the date upto which the letters to be sent to the present address and from which date the letters to be sent to the newly changed address.

26 - BID VALIDITY PERIOD:

The Bid shall remain valid for a period of **180 days** from the date of opening of the Technical Bid. However, in exceptional circumstances, the BUYER may request the consent of the Bidder for an extension of the period of Bid validity. The request and the response thereto shall be made in writing. A Bidder accepting the request and granting extension will not be permitted to modify his Bid.

CERTIFICATE

I/We _____ certify that I/We _____ have read and understood all the terms and conditions of the tender document and that I/We _____ do hereby unconditionally accept all the terms and conditions set out in the tender document. The information furnished in this Bid are true and correct to the best of my/our knowledge and belief.

Date:

Place:

Authorised Signatory

(Name & designation)

Seal

High Court of Judicature at Allahabad
(Tender Notice No. : AHC/CIT/Server/2019)

<u>TECHNICAL BID PROFORMA</u>

Part - I : General Information

(To be filled by the Bidder)

S. N.	Description	Information to be furnished by the Bidder
1	Description/name of the Bidder	
2	Year of establishment/ incorporation	
3.a	Whether proprietorship/partnership/limited company etc.	
3.b	Name(s) of the Proprietor/Partner/Managing Director etc.	
4	Postal address Contact number(s) Fax e-mail	
5	Whether the Bidder has any office or branch in Uttar Pradesh. If so, give details with complete address, contact person & contact number(s).	
6	Number of similar nature of works undertaken in the past with names of Institutions (brief description of work to be mentioned with Purchase Order and satisfactory completion certificate of the competent authority)	
7	Details of single largest order for similar nature of works completed/ executed during the preceding three financial years (i.e. FY 2016-17, 2017-18 and 2018-19)	
8	Turnover for the last Three Financial years: (a) 2016-17: (b) 2017-18: (c) 2018-19: Year wise audited Balance Sheet is required to be attached with the relevant Purchase Orders.	
9	Turnover for the last three financial years from the similar nature of work: (d) 2016-17: (e) 2017-18: (f) 2018-19: Year wise audited Balance Sheet is required to be attached with the relevant Purchase Orders.	

10	Details of the existing clients is required to be enclosed with this proforma in the following format: (a) Name of the Company/Organization/ Office (b) Contact person with telephone number and E-mail. (c) Contract Period (d) Copy of Purchase Order/ completion certificate is required to be enclosed	
11	Whether the Bidder is executing or has performed work of a similar nature for other High Court(s)/ Civil Court(s) and if yes, give details.	
12	Whether the Bidder is empanelled with a Government Undertaking/ Government Organization/ Public Sector Undertaking and if yes, give details.	
13	Whether the Bidder has ever been black listed and if yes, give details.	
14	Whether any criminal case is pending against the Bidders/their Partners/ Directors/Agents before any Court and if yes, give details.	
15	The Bidder is required to furnish the following details with proof: (a) PAN number (b) Central Sales Tax/ State Registration Number	
16	Bankers' Name and address (Bankers' solvency certificate is required to be attached)	
17	Income Tax returns of the preceding three Financial Years (i.e. FY 2016-17, 2017-18 and 2018-19) is required to be attached	
18	Any other information which the Bidder considers appropriate is required to be furnished for the purpose of this Bid.	

Date:

Place:

Authorised Signatory
(Name & designation)
Seal

High Court of Judicature at Allahabad

TECHNICAL BID PROFORMA
Part - II : Technical Details

Section 1 - Schedule of Requirement:

(1) The entire solution except consumable items will be preferred from a single brand/ OEM.

(2) Bidder shall install smart rows at Allahabad High Court and traditional racks at the Lucknow Bench.

(3) The entire solution covers intelligent integrated/inbuilt infrastructure, standalone system design, engineering, manufacture, assembly, testing at manufacturer's works, supply, delivery at site, unloading, handling, proper storage at site, erection, testing and commissioning at site of complete infrastructure for the proposed Intelligent Integrated Rack/ traditional racks system to be installed at Allahabad High Court and Its Bench at Lucknow as detailed in the specification, complete with all accessories required for efficient and trouble free operations.

(4) Installation, Testing, Commissioning and Documentation & Manuals:

(A) Installation:-

- All the systems shall be installed as per manufacturer's recommendation and instructions including all interconnections for supply and control.
- All components shall be clearly identified using labels including battery cells individually.
- Services of authorized representative or manufacturer for supervision of installation, connections, testing and adjustments.

(B) Testing and Commissioning:-
- All system functions, operations, protective features shall be checked and preset to ensure compliance or specification shall be done under the supervision of manufacturer's representative.
- Testing of the system will be done as per recommendation of the OEM using precalibrated instruments.
- Duration of supply on emergency. Low battery voltage alarm & shutdown, transfer and restoration of supply.
- Simulation of malfunctions to verify protective device operations.
- In case of test any shortfall/faults, the same shall be rectified and test procedure shall be conducted again to establish satisfactory performance and conformation to the standards.

(C) Documentation and Manuals:-
- All the documentation, drawings and manuals shall be submitted in atleast three copies at the appropriate stages and during the handing over of the system.
- Operation and maintenance manual with list of recommended spares and

replacement components.
- Detailed operating instructions covering operations in normal and abnormal conditions.
- Shop drawings showing details of fabrication, assembly of components, internal and interconnecting wiring, dimensions, plans and views; installation details.
- Product certificates for brought out items.
- Factory test certificates and Inspection Reports.
- Field Test Reports.

Basic deatils of items/ services required for overall solution:

Sl. No.	Item	Specifications	Allahabad	Lucknow
1	**Intelligent Racks Smart Row**	Smart Row Data Centre Solution suitable to cater IT load of proposed solution. Redundant Precision Cooling Systems with N+N topology. Air conditioning should be controlled by microprocessor based controller. In-rack Fire Detection/ Suppression System, Biometric Access Control. Rack Console (18.5" LED Backlit LCD Panel with full keyboard and touch pad etc.), Power Distribution Units. Should be of Reputed brand/ OEM. Rack Monitoring System/ Features, Syslog support for continuous external monitoring Rack Cable management, warning Alarms etc. Should be Scalable considering future requirement, integration with existing/ proposed system of the High Court. Should be of Reputed brand/ OEM.	As suitable initially for proposed solution	Not required
2	**Traditional Racks**	As per proposed solution. Should be of Reputed brand/ OEM. Rack Console (18.5" LED Backlit LCD Panel with full keyboard and touch	Not required	As suitable initially for proposed solution

| 3 | UPS | 3-Phase Online UPS with minimum 30 minutes backup on full resistive load in parallel mode for entire proposed solution.

Input Voltage Range: 340-477V Volts AC Three Phase

Input Frequency Range: 40-70 Hz

Nominal Output Voltage 380V/400V/ 415V Three Phase

Protections: Short Circuit, Surge/ Spikes, DC under voltage, Discharge Protection, Overload Protection

Display Type : LCD/ LED panel for UPS Status, Battery Status, Overload, Bypass Mode etc.

Alarms: Mains Failure, Low Battery

Charging: The charging module should be such that it is able to fully charge all batteries attached for getting backup time of at least 30 Minutes on full resistive load.

Battery Type: Sealed and Maintenance Free.

Battery Make: OEM or reputed manufacturers.

UPS to Battery Connectivity: Copper cables with copper lug (between UPS and battery bank).

Should be of Reputed brand/ OEM and scalable considering future requirements. | As suitable initially for proposed solution | 0 |
| 4 | **Server** | Should be of Reputed brand/ OEM.
(a) For Allahabad:
• 2 x 20 Cores Intel Xeon latest processor | As suitable initially for entire solution | As suitable initially for entire solution |

		• 20 x16 GB DDR4 2666 MHz (or higher) RAM per CPU **(b) For Lucknow:** • 2 x 16 Cores Intel Xeon latest processor • 16x16 GB DDR4 2666 MHz (or higher) RAM per CPU All fiber channels and Ethernet connectivity should be redundant. Should be Scalable considering future requirement, integration with existing/ proposed system of the High Court.		
5	**Storage/ Backup Solution**	Minimum 200 TB usable storage capacity which may scalable upto 500 TB or higher and shall support: • Block-level Deduplication • Block-level Compression • Performance Optimization • High Availability • Remote Replication • Internal Replication • Virtualization Support etc. The entire solution proposed shall ensure high availability and should have adequate redundancy. Secondary storage such as tape drive or as proposed/ suggested by the Bidder which suites the entire proposed solution and scalable shall also be taken into consideration for local backup at both the sites. The secondary storage so prosed shall be sized in such a way to completely archive the data of primary storage at both the site. In case tape drives is proposed then fireproof media safe to store the cartridges should also be provided at both sites. Should be Scalable considering future requirement, integration with existing/ proposed system of the High Court.	1	1

6	Disaster Recovery (DR) sites	As per the Bidder/ OEM's proposed solution. RTO (Recovery Time Objective) & RPO (Recovery Point Objective) both to be specifically mentioned in the bid to facilitate evaluation of the Bid. High Court at Allahabad and Lucknow Bench is currently connected through VPN (MPLS) with 8 Mbps of bandwidth. The bandwidth, if required, may be increased as per requirement.	Allahabad High Court & its Bench at Lucknow i.e. both these sites will be acting as Disaster Recovery sites for each other	
7	Network Switch Layer – 3	12 Port 10G Fiber Switch IP Services with 12 Nos. 10G Fiber	1	1
8	Operating System	Red Hat Enterprise Linux (latest version)/ **Open Source Based OS may be preferred.**	Licenses as per proposed solution/ Open Source Based	Licenses as per proposed solution/ Open Source Based
9	OS Support for entire solution	• VMWare, vSphere 5.5 and above; • Red Hat Enterprise Linux 6 & 7 (AMD 64/EM64T architectures); • SUSE Enterprise Linux 11 & 12 (AMD 64/EM64T architectures); • Oracle Linux 6 & 7 (AMD 64/EM64T architectures); • Microsoft Windows Server 2008 R2 Upwards (AMD 64/EM64T architectures)		
10	Virtualization	Red Hat Enterprise Virtualization (RHEV) latest version. In case RHEV is not supported, native OEM's virtualization solution may be permitted but the tender requirement should be fulfilled. Bidders are required to mention specifically and separately the subscription charges/ license cost of the Virtualization	Licenses as per proposed solution/ Open Source Based	Licenses as per proposed solution/ Open Source Based

		software/ **Open Source Based Virtualization may be preferred.**		
11	**Web Server**	Apache Tomcat (latest stable version)/ **Open Source Based Web Server may be preferred.**	Licenses as per proposed solution/ Open Source Based	Licenses as per proposed solution/ Open Source Based
13	**Database**	EDB Postgres Advanced Server/ **Open Source Based PostgreSQL (latest stable version) may be preferred.**	Licenses as per proposed solution/ Open Source Based	Licenses as per proposed solution/ Open Source Based
14	**Backup Software**	As per OEM/ Bidder's proposed solution/ **Open Source Based backup software solution may be preferred.**	Licenses as per proposed solution/ Open Source Based	Licenses as per proposed solution/ Open Source Based
15	**SSL Certificate**	As required		
16	**Firewall solution for DC/DR link (optional)**	As per Bidder's solution		
16	**Other items, if any, required for installation, commencing and proper functioning of items/ services**	As per OEM/ Bidder's proposed solution		
17	**Supply, installation, commissioning, testing etc. of hardware & software items, power, cabling,**	1 Job work basis		

	networking etc.	
18	**Onsite comprehensive warranty support**	Minimum 5 years on hardware/ software items, licensing, patches, services etc.
NOTE: ALL THE ABOVE SPECIFICATIONS SHOULD BE READ AS EQUIVALENT OR HIGHER		

Date:

Place:

Authorised Signatory

(Name & designation)
Seal

High Court of Judicature at Allahabad

(Tender Notice No. : AHC/CIT/Server/2019)

Section 2 - Technical Bid Proforma

(To be filled by the Bidder)

Note: Bidders are required to provide only those information/ specifications which are relevent in regards of their proposed solution in the tender:-

1. Details of Smart Row Racks (for Allahabad site only):

Sl. No.	Parameters	Provide detailed information with full specification
1.	Manufacturer and Model No.	
2.	Specification of the complete solution being offered by the Bidder. Enclose brochures and complete technical specification	
3.	Mention Rack cabinet dimensions and physical attributes. Also mention fire safety standards conformation.	
4.	% of usable area, to accommodate IT and network equipment & devices per rack	
5.	Whether hot-aisle and cold-aisle containment provided. Provide complete details	
6.	Fail safe features in-built in the rack set in the event of PAC failure.	
7.	Provide details of Air Flow Management (Hot aisle and Cold aisle containment). Furnish complete documentation and specification.	
8.	Provide details of Water Leak Detection System in the rack set	
9.	Provide details of door sensors with alarm beacons in the rack set.	
10.	Provide details of the electrical system in the rack set.	
11.	Details of: (i) In-Row DX Precision Air Conditioners; (ii) Rack mounted UPS; (iii) Rack Fire and Smoke Detection System; (iv) Rack Fire Suppression System; (v) Rack Water Leak Detection System; (vi) Rack Environment Monitors; (vii) Rack Surveillance System; (viii) Rack Biometric Access Control System; (ix) Rack Door Sensors; (x) Rack Electrical System.	
12.	Provide the details of Rack mount retractable LED light shelf employed for lighting each rack.	
13.	Provide UL and other Standards and Regulatory compliance details (Enclose copy of the Certification)	
14.	Others, if any	

1.(a). Rack Cooling Specification per Rack Set:

Sl. No.	Parameters	Specification
1.	Manufacturer and Model No.	
2.	Specification of the complete solution being offered by the Bidder. Enclose brochures and complete technical specification	
3.	Cooling Technology Offered	
4.	Mention the cooling capacity in kW that is offered per rack set	
5.	Mention number of cooling circuits per DX module.	
6.	Number of DX modules provided per rack set.	
7.	Mention the cooling module redundancy offered in each rack set	
8.	Compressor Specification. Enclose brochures and complete technical specification.	
9.	Compressor Protections available	
10.	Specification of Evaporator Coil	
11.	Specification of Fan Section	
12.	Protection of Fan Section	
13.	Specification of Air Filtration	
14.	Standards followed by Air Filtration	
15.	Refrigerant	
16.	Specification of Microprocessor based controller	
17.	Parameters monitored and controlled by microprocessor based controller	
18.	Alarms and warnings generated by microprocessor based controller	
19.	Specification of Condenser	
20.	Temperature range of Condenser	
21.	Protection offered in the Condenser	
22.	Specification of Humidifier	
23.	Cooling Failure Failsafe offered	
24.	Others, if any	

1.(b). Rack Monitoring per Rack Set:

Sl. No.	Parameters	Specification
1.	Manufacturer and Model No.	
2.	Specification of the complete solution being offered by the Bidder Enclose brochures and complete technical specification	
3.	Specification of Devices being provided by the Bidder to implement the solution.	
4.	Sensors being provided with the solution in the racks.	

SI. No.		Specification
5.	Specification of Monitoring and Management Software being provided. Enclose brochures and complete technical specification	
6.	Parameters monitored by the system	
7.	Others, if any	

1.(c). Biometric based Access Control for the Rack Sets:

SI. No.	Parameters	Specification
1.	Manufacturer and Model	
2.	Specification of access control system. Enclose brochures and complete technical specification	
3.	Specification of Biometric fingerprint reader	
4.	Features of Security System	
5.	Manufacturer, Model and Specification of door locks.	
6.	Fail Safe and Security Feature of the Access Control System	
7.	Others, if any	

1.(d). In-rack Fire Detection System:

SI. No.	Parameter	Certified from testing Lab	Manufacturer and Model No.	Specification
1.	Complete specification of the Microprocessor based Intelligent Addressable Fire Alarm control panel. Bidder should clearly mention whether the system can communicate bi-directionally with any intelligent device. Enclose brochure			
2.	Furnish details of loop cards.			
3.	Specification of Optical Multi-Criteria/Multi-Sensor Detectors for both smoke and heat. Whether acclimatization feature is available in the detectors			

4.	Specification of Response Indicator			
5.	Specification of Fault Isolator Module			
6.	Specification of Intelligent control relay modules			
7.	Specification of Manual Call Points			
8.	Specification of Input/ Output Monitor Modules			
9.	Specification of strobes and sounders			
10.	Furnish details of loop circuits.			
11.	Furnish details of cables used for wiring			
12.	Behaviour of Access Control System of the Rack System in the event of Fire Alarm			
13.	Others, if any			

1.(e). In-rack Fire Suppression System:

Sl. No.	Parameter	Certified from testing Lab	Manufacturer and Model No.	Specification
1.	Complete specification of the Gas Release Panel. Bidder should clearly mention whether the system can communicate bi-directionally with In-rack Fire Detection System. Enclose brochure and complete solution document.			
2.	Furnish details of dual redundant seamless cylinder together with valve assembly			
3.	Details of Gas used for fire suppression			
4.	Furnish details of pressure gauge and low pressure switch required to provide visual and electrical supervision of the container			

	pressure			
5.	Furnish Details of Gas Release switches			
6.	Furnish Details of Gas Abort Switches			
7.	Furnish details of Nozzles			
8.	Furnish details of types of Actuators employed in the solution. Mention Actuator Assembly and its installation			
9.	Furnish details of manifold/piping			
10.	Furnish details of manifold check valve			
11.	Others, if any			

2. Normal Racks (for Lucknow site only)

SI.No.	Parameter	Specification
1.	Rack Height	
2.	Side Panels	
3.	Doors	
4.	PDU and its Mounting	
5.	Side Wall Compartments	
6.	Cable Management	
7.	Stabilizers	
8.	Leveling Pads	
9.	U Markings	
10.	Casters	
11.	Hinges	
12.	Rack Cooling	
13.	Blanking Panels	
14.	Rack Lighting	
15.	External Height (inches/mm)	
16.	External Depth (inches/mm)	
17.	Load Capacity	
18.	Others, if any	

3. Cable Management:

Sl. No.	Parameters	Specification
1.	Manufacturer and Model Nos. of components used	
2.	Provide complete detail of the Cable Management System. Enclose brochures and complete technical specification	
3.	Details of Cable Manager Provided in the rack set. Mention the power, fibre and CAT 6 cable management employed	
4.	Details of Cable Trough provided in the rack sets. Also mention the distance between power and network cable troughs.	
5.	Details of Cable Trough provided bridging two rack sets.	
6.	Others, if any	

4. Rack Power Distribution Units (PDU):

Sl. No.	Parameters		Specification
1.	Manufacturer and Model No.		
2.	Enclose brochures and complete technical specification. Enclose PDU Internal circuit diagram		
3.	Mounting		
4.	Input Power Phases and Type		
5.	Input Power Voltage		
6.	Output Power Voltage		
7.	Current Rating		
8.	Over-current Protection		
9.	Whether Metering Facility at Socket and PDU Level available		
10.	Features		
11.	No. of Output Sockets	IEC C13	
		IEC C19	

12.	Certifications/Standard Approval	
13.	LCD Display features	
14.	Remote Management	
15.	SNMP Version Supported	
16.	Authentication	
17.	Features of Power Management Software Provided	
18.	Certifications/Standard Approval for the device.	
19.	Others, if any	

5. KVM over IP Switch:

Sl. No.	Parameter			Specification
1.	Manufacturer and Model No.			
2.	Enclose brochures and complete technical specification.			
3.	Technology			
4.	Number of Ports Offered			
5.	Features			
6.	Computer Connections	Direct		
		Cascaded		
7.	Console Connections	Local		
		Remote		
8.	Port Selection			
9.	Connectors	Console	Keyboard	
			Video	
			Mouse	
		KVM Ports		
		Power		
		LAN		
		USB		
		Audio		
10.	Switches	Reset		
		Power		
		Port Selection		

11.	LED Displays	
12.	Emulation for Keyboard and Mouse	
13.	Video	
14.	Scan Interval (in seconds)	
15.	Power Supply	
16.	Cables and Adapter	
17.	Certifications/Standard Approval for the device.	
18.	Others, if any	

6. Rack Console:

Sl. No.	Parameter	Specification
1.	Manufacturer and Model No.	
2.	Enclose brochures and complete technical specification.	
3.	Screen Size	
4.	Technology	
5.	Rack Size	
6.	Compatibility with IP KVM Switch being supplied by the Bidder	
7.	Computer Connection	
8.	KVM Ports	
9.	External Console Ports	
10.	Switches for	
11.	LED Displays	
12.	Emulation for Keyboard and Mouse	
13.	Video Resolution	
14.	Power Supply	
15.	Certifications/Standard Approval for the device.	
16.	Others, if any	

7. Uninterrupted Power Supply (UPS):

Sl. No.	Parameter	Specification
1.	Manufacturer Name	
2.	Model No.	
3.	Capacity	

4.	Input and Output Grid System		
5.	Technology Used		
6.	Rectifier Type		
7.	Output Power Factor		
8.	Output Load Capacity		
9.	AC Input Voltage Range		
10.	AC Input Frequency		
11.	AC Output Voltage		
12.	AC Output Frequency		
13.	Parallel Mode Specification (Mention Cable and Cards Provided)		
14.	Protections Offered		
15.	Display Details		
16.	Alarms		
17.	AC Output Sockets (Mention No. of Sockets along with ampere rating, type, etc.)		
18.	Software (for auto/ unattended shutdown of systems in LAN)	Name and Version	
		Operating System (with Version) Supported	
		No. of Systems for which License given	
19.	SNMP and event notification details		
20.	Network Interface Specification and Web Monitoring feature details		
21.	Other features and specifications, if any		
22.	Industry Standards Compliance, if any		
23.	Certifications/Approvals (attach copies of relevant certificates in support)		
24.	Backup Time Offered		
25.	Specification of Charging Unit (Specify the maximum current in amperes which the Charging unit can deliver. Also, mention the maximum		

	backup hours which UPS can deliver for the corresponding maximum current of the charging unit)	
26.	Battery Manufacturer	
27.	Battery Model No.	
28.	Battery Specification	
29.	No. of Batteries	
30.	Battery AH rating	
31.	Others, if any	

8. Server:

Parameters		Specification
Product Manufacturer's Name		
Model Name and No.		
Form Factor		
Maximum No. of Processors Supported in the Server		
No. of Processors Provided		
Processor Details	Processor Manufacturer and Model No.	
	No. of Cores	
	Clock Speed	
	QPI Speed	
	L1 cache	
	L2 cache	
	L3 cache	
Chipset	Model No.	
	QPI Speed	
System Board	Manufacturer	
	Model No.	
Memory	Manufacturer	
	Type of Memory Modules	
	Total Offered Size	
	Speed	

	No. of Memory Modules given	
	Size and number of of each memory modules provided	
	No. of DIMMs slots on System Board	
	Maximum Memory Supported by the server	
	Memory Reliability, Availability and Serviceability Features	
Disk	Manufacturer	
	Model No.	
	Capacity	
	RPM	
Disk Bays		
RAID Controller model and specification	Manufacturer	
	Model No.	
	RAID support	
	Other Specification	
Power Supply (Specification, Feature and Redundancy offered)		
Specification of HBA provided with redundancy mentioning the number of 16 Gbps FC ports provided		
Specification of the Dual Port 10G Network Card		
Other Network Interfaces		
SAS Port Specifications		
Serial Port Specifications		
Graphics Card (Specification stating the amount of Video RAM in the card)		
Expansion slots (Nos. and specification)(Also mention whether hot-plug, bus speed and industry standard compliance)		

I/O Ports (mention all the ports available with the nos. and their specifications for e.g. USB, Parallel, Serial, etc.)		
DVD Drive (Specification)		
Server Management software specifications		
Industry Standard Compliances/ Certifications (attach copies of relevant certificates in support)		
Operating Systems supported		
Others, if any		

9. Operating System:

Parameters	Specifications
OS Name and Version	
Numbers of Sockets and Virtual Guest Supported	
Support Details	
No. of years of Support Provided	
Media Details	
Others, if any	

10. Virtualization Infrastructure:

Parameters	Specifications
Product Name	
Edition	
Version	
License Details	
Support Details	
No. of years of Support Provided	
Media Details	
Others, if any	

11. Database:

Parameters	Specifications
Product Name	
Edition	
Version	
License Details	
Support Details	
No. of years of Support Provided	
Media Details	
Others, if any	

12. Unified Storage Solution Details:

Parameters		Specification
Manufacturer		
Model No.		
Technology		
Block Component System	Storage Protocols Supported and activated	
	SAN features	
	No. of Controllers	
	Processor Details (Mention Manufacturer, Model and Clock Speed)	
	No. of 16 Gb/s FC I/O optical ports provided per Controller mentioning transceiver details	
	No. of 10 Gb/s FCoE I/O optical ports provided per Controller mentioning transceiver details	
	No. of 10 Gb/s iSCSI I/O optical ports provided per Controller mentioning transceiver details	
	No. of 10 Gb/s iSCSI I/O copper ports provided per Controller	

	No. of 1 Gb/s iSCSI I/O copper ports provided per Controller	
Cache Memory per Controller in GB		
Battery Backup time of Cache in hours		
Standby Power Details		
Host Port Speed	FC	
	FCoE	
	iSCSI	
Host Connectivity Options		
Enclosure Options	Total No. of Enclosures attachable to the System	
	No. of Drives per enclosure	
	Drive Types Supported	
	Drive Height Supported	
	Maximum Capacity Limitation for Drive	
No. of HDD Bays Provided and its Details		
Hard Disks Provided (Nos., Type, Form Factor, Capacity, RPM)		
Total No. of Hot Pluggable Drives Supported		
Maximum Raw Capacity (in TB)		
RAID Versions Supported		
Hot Spare Support Details		
Virtual Disk Support Details		
Maximum No. of Hosts Supported		
Max LUN Size (in TB)		
Cluster Softwares Supported		
Power Supply Details (Nos. mentioning redundancy and wattage)		
Manageability		
Block-level Deduplication (Also mention details of license provided)		
Block-level Compression (Also mention details of license provided)		
Performance Optimization (Also mention details of license provided)		

Thin Provisioning Details (Also mention details of license provided)	
High Availability Details (Also mention details of license provided)	
Security Details (Also mention details of license provided)	
Remote Replication Details (Also mention details of license provided)	
Multi-Site Replication (Also mention details of license provided)	
Internal Replication Details (Also mention details of license provided)	
OS Support	
Virtualization Support	
Database Support	
Others, if any	

13. SAN Switch (If proposed):

Parameters		Specification
Manufacturer		
Model No.		
Fibre Channel Ports (mention Nos. and Speed)		
Performance	Full Duplex Switching port speed supported	
	Auto Sensing port speeds	
	Programmable port speeds	
Aggregate Device Bandwidth (in Gb/s) for all 16 ports		
Media /Connector populated		
Power Supply details mentioning redundancy		
Cooling fans details mentioning redundancy		
Fabric Services Supported (mention all the features supported		
Fabric Watch Support		
Management Control		
Security Feature Implementation		
Others, if any		

Warranty	

14. VTL/ Disk to Disk Backup System (if proposed):

Parameters		Specification
Manufacturer		
Model No.		
Capacity Available (in TB)		
Maximum Capacity Supported (in TB)		
Hardware RAID Supported		
Disks Supplied	Number of Disks	
	Disk Type	
	Capacity	
	RPM of Disks	
Device Interfaces (mention nos. and speed supported)	FC	
	iSCSI	
	FCoE	
Media Supplied (mention transceivers, connectors and patch cable supplied)		
Tape Devices Emulated		
Targets for Backup Application	For NAS	
	For VTL	
Maximum Aggregate Performance (in TB/hr)		
Data Deduplication		
Replication		
Features		
Backup Software Supported		
Operating Systems Supported		
Licenses Provided		
Management		
Other, if any		
Warranty		

15. Layer - 3 Switch:

Parameters			Specification
Manufacturer Name			
Model No.			
Total No. of ports			
	No. of 1/10 Gbps SFP+ Ports		
Form Factor			
Power Supply	Number of Power Supply Provided		
	Redundancy Offered		
	Wattage		
	Input Voltage Range		
	Whether Hot Swappable		
Switch Features	Field Replaceable Components of the Switch		
	Whether Hot Swapping of components like I/O cards, expansion module, power supplies and fans are zero disruption activity for traffic forwarding (Unicast or multicast).		
	Whether In-Service Software Upgrade (ISSU) for Layer 2 supported		
Scalability	Whether Bridge Extension Protocol (IEEE 802.1BR) or equivalent supported to scale Gigabit & 10 Gigabit Ethernet ports.		
	Whether building very large L2 domain using Multi-Path Ethernet technologies supported		
	Whether port channeling supported across multi chassis.		
Layer 2 Features	VLANs	Maximum no. of VLANs supported	
		Whether Reserved range remapping supported	
	Private VLANs (PVLANs)	Whether Isolated ports and promiscuous ports are supported	
		Whether PVLAN on PortChannels and	

		vPCs supported	
	PVLAN: Fabric extenders	Whether Isolated ports supported	
	Spanning Tree Protocol	Whether IEEE 802.1w Rapid Spanning Tree (Rapid PVST+) supported	
		Whether IEEE 802.1s Multiple Spanning Tree (MST) supported	
		Whether Edge port and edge-port trunk supported	
		Whether the Extensions - Bridge Protocol Data Unit (BPDU) guard, BPDU filtering, bridge assurance, loop guard, and root guard supported	
	Whether Static MAC addresses supported in Unicast and multicast		
	Whether IEEE 802.3x Flow Control supported		
	Whether IEEE 802.1AB Link Layer Discovery Protocol (LLDP) supported		
	Whether User-configurable interface maximum transmission unit (MTU) and jumbo frames supported		
	Whether Automatic medium-dependent-interface crossover (auto-MDIX) supported		
	Whether Unidirectional Link Detection (UDLD) supported		
Layer 3 Features	IPv4	Whether Static routes supported. If yes, gives its numbers	
		Whether BGP, EIGRP, OSPFV2, and Intermediate System to Intermediate System (ISIS) supported	

		Whether Virtual Routing and Forwarding Lite (VRF-Lite) and VRF route leaking supported	
		Whether Hot Standby Router Protocol (HSRP) v1 and v2 supported	
		Whether Virtual Router Redundancy Protocol (VRRP) supported	
		Whether Bidirectional Forwarding Detection (BFD) supported	
		Whether Dynamic Host Configuration Protocol (DHCP) relay supported	
	IPv6	Whether Static routes supported. If yes, gives its numbers	
		Whether BGP and OSPFv3 supported	
		Whether VRF-Lite and VRF route leaking supported	
		Whether HSRPv6 supported	
		Whether VRRPv3 supported	
		Whether DHCP relay supported	
	Whether 64-way ECMP supported		
	Whether User-configurable MAC addresses (16) supported on routed interfaces. If yes, gives its numbers		
Multicast Features	Whether Interior Gateway Management Protocol (IGMP) v1, v2, and v3 supported		
	Whether IGMP snooping supported		
	Whether Protocol-Independent Multicast (PIM) sparse mode (PIM-SM) and Any Source Multicast (ASM) supported		
	Whether Anycast Routing Protocol (Anycast RP) supported		

	Whether Multicast Source Discovery Protocol (MSDP) supported		
	Minimum number of multicast routes supported		
Security Features	Whether Ingress and egress ACLs using Layer 2, 3, and 4 fields - Extended ACLs, MAC addresses, port ACLs (PACLs), VLAN ACLs (VACLs) and routed ACLs (RACLs) supported. Whether ACL counters		
	Whether Storm Control using Broadcast, multicast, and unknown unicast supported		
	Whether multiple privilege levels for remote access (e.g. console or telnet access).is supported		
	Authenticatio, authorization, and accounting (AAA) or equivalent	Whether Challenge Handshake Authentication Protocol (CHAP), Password Authentication Protocol (PAP), Microsoft MS-CHAP, and MS-CHAPv2 supported	
		Whether Logging supported	
		Whether VRF context supported	
	Whether RADIUS supported		
	Whether TACACS+ supported		
Interface Types	Whether Layer 2 switch port - Access and trunk (VLAN list and native VLAN tagged and untagged) supported		
	Whether Layer 3 routed interface supported		
	Loopback interface		
	Switched virtual interface (SVI)		
	Port	Whether Static mode	

	Channel	supported	
		Whether IEEE 802.3ad LACP supported	
		Whether Member link ping supported	
		Whether Minimum number of links supported	
		Whether load balancing supported across a logical bundle using the following algorithms :- Source IP Destination IP Source and Destination IP Source MAC Destination MAC Source and Destination MAC TCP Port (destination and/or source) UDP Port (destination and/or source)	
QoS Features	Queues Supported Per Port		
	Whether Modular QoS command-line interface (CLI; MQC) available		
	Whether ACL-based classification available		
	Queuing	Whether egress strict priority queuing or equivalent supported	
		Whether Weighted Round-Robin (WRR) or equivalent supported	
	Marking and	Whether Class of	

		service (CoS) supported	
	classification	Whether ACL-based QoS classification (Layers 2, 3, and 4) supported	
	Whether Ingress Policing supported		
	Whether Explicit congestion notification (ECN)		
Management Features	Whether Configuration rollback supported		
	Whether FTP, SFTP, and TFTP client available		
	Whether support for Network Time Protocol (NTP) with Client, peer, server, ACL and authentication available		
	Whether Remote copy (RCP) and secure copy (SCP) client supported		
	Whether Remote monitor (RMON) supported		
	Whether Simple Network Management Protocol (SNMP) v1, v2, and v3 supported		
	Whether Syslog supported		
	Whether Virtual terminal (vty) supported		
	Whether XML (Netconf) supported		
	Whether Secure Shell (SSH) v2 (client and server) supported		
	Whether Telnet (client and server) available		
	Whether 100/1000-Gbps management port available		
	Whether RS-232 serial console port available		
	Whether Locator LED (beacon) for line cards (chassis) and uplink modules (ToR) available		

	Whether SNMP MIBs supported	
Standards Compliance	Whether IEEE 802.1D Bridging and Spanning Tree complied	
	Whether IEEE 802.1p QoS/CoS complied	
	Whether IEEE 802.1Q VLAN Tagging complied	
	Whether IEEE 802.1w Rapid Spanning Tree complied	
	Whether IEEE 802.1s Multiple Spanning Tree Protocol complied	
	Whether IEEE 802.1AB Link Layer Discovery Protocol complied	
	Whether IEEE 802.3ad Link Aggregation with LACP complied	
	Whether IEEE 802.3x Flow Control complied	
	Whether IEEE 802.3ab 1000BASE-T complied	
	Whether IEEE 802.3z Gigabit Ethernet complied	
	Whether IEEE 802.3ae 10 Gigabit Ethernet complied	
	Whether IEEE 802.3ba 40 Gigabit Ethernet complied	
	Whether RFC 2460 IPv6 complied	
	Whether RFC 2461 Neighbor Discovery for IPv6 complied	
	Whether RFC 2462 IPv6 Stateless Address Auto-configuration complied	
	Whether RFC 2463 ICMPv6 complied	
Items accompanying per switch	Nos. of 10 Gigabit SFP+ 10G-Base-SR (for LC Connector) Transceivers provided	
	Nos. of 10 Gigabit SFP+ 10GBASE-LR (for LC Connector) Enterprise-Class Transceivers provided	
	Nos. of 1 Gigabit SFP 1000-Base-SX/LX (for LC Connector) Transceivers	

	provided	
	Nos. of 1 Gigabit SFP 1000-Base-T (for RJ-45 Connector) Transceivers provided	
Others, if any		

16. Setup of Disaster Recovery sites:

Parameters	Specifications
Provide complete details in regards of plan, strategies, functionality, data replication, data safety/ recovery etc.	

17. Details of Firewall Solution for DC/DR link (Optional):

Parameters	Specifications

(Note : Bidders are required to attach separate brochures of items with the Technical Bid).

Date: Authorised Signatory
Place: (Name & designation)
                                                                              Seal

High Court of Judicature at Allahabad

(Tender Notice No. : AHC/CIT/Server/2019)

FINANCIAL BID PROFORMA

(To be filled by the Bidder)

General Information:

1.	Name of Company	
2.	Full Address of company alongwith Telephone No.: Fax. No.: E-mail Address:	
3	Discount if any	___ . ___ %
4	AMC Charges (Should not be more than 6% of the Hard-ware value)	___ . ___ **%**

Date: Authorised Signatory
Place: (Name & designation)
                                                                                    Seal

High Court of Judicature at Allahabad
(Tender Notice No. : AHC/CIT/Server/2019)

FINANCIAL BID PROFORMA
(To be filled by the Bidder)

Rates quoted for Items & Services with minimum 5 years Onsite Comprehensive Warranty Support:

Sl No.	Item Description	Unit Price without tax	Tax (viz. GST)	Unit Price with tax	Qty.	Total
(1)	(2)	(3)	(4)	(5) = (3) + (4)	(6)	(5) x (6)
1						
2						
3						
4						
5	**Grand Total (in Figures)**					
6	**Grand Total (in Words)**					

* Total quantity of items/ services may increase or decrease.

Date:
Place:

Authorised Signatory
(Name & designation)
Seal

High Court of Judicature at Allahabad
(Tender Notice No. : AHC/CIT/Server/2019)

BRIEF DETAILS OF EXISTING SERVERS

S.No.	Make and Model	Quantity	CPU	RAM	Storage
1	Dell PowerEdge R630	4	2 Nos. of Intel Xeon E5-2630 v4 2.20 GHz (10 Cores)	128 GB DDR3 1600 MHz	8 Nos. of 600 GB 10K RPM HDDs
2	Cisco UCS C240 M4 Server	1	2 Nos. of Intel Xeon E5-2695 v4 2.10 GHz (18 Cores)	512 GB DDR4 2400 MHz RAM	8 Nos. of 600 GB 15K RPM HDDs
3	Cisco UCS C240 M4 Server	3*	2 Nos. of Intel Xeon E5-2695 v4 2.10 GHz (18 Cores)	256 GB DDR4 2400 MHz RAM	8 Nos. of 600 GB 15K RPM HDDs
4	Cisco Rack Mountable UCS C240 M4S Server	1	2 Nos. of Intel E5-2660 v3 2.6 GHz (10 Cores)	256GB DDR4 2133 MHz RAM	6 Nos. of 1.2 TB 6Gbps 10K rpm HDDs
5	IBM X3850 x5	4	2 Nos. of Intel Xeon E7-4807 (6 Cores)	512 GB DDR3 RAM	8 Nos. of 900 GB SFF 10K RPM HDDs
6	EMC VNX5300 Unified Storage	1	2 Nos. Intel Xeon 5600 Westmere Quad Core processor, 1.66 GHz	8 GB Block and 12 GB File	18 Nos. LFF 600GB 15K rpm & 6 Nos. 200 GB LFF SSD Drives.
7	HP D2D4312 Disk to Disk Backup	1			12 Nos. of 1 TB. Available Capacity 9 TB
8	HCL Infiniti Global Line 2700 STC	12**	2 Nos. of Intel Xeon Quad Core E5410 2.33 Ghz	8 GB DDR2 RAM	2 Nos. 146 GB SFF 15K RPM HDDs
9	HP DL385 G2	2	2 Nos. of Dual Core AMD Opteron Model No. – 2218 2.6 Ghz	16 GB DDR2 RAM	8 Nos. 146 GB SFF 10K RPM HDDs
10	HP DL385 G2	2	2 Nos. of Dual Core AMD Opteron Model No. – 2218 2.6 Ghz	4 GB DDR2 RAM	6 Nos. 146 GB SFF 10K RPM HDDs

*One Server is located at Lucknow Bench, ** Four Servers are located at Lucknow Bench.

High Court of Judicature at Allahabad
(Tender Notice No. : AHC/CIT/Server/2019)

BRIEF DETAILS OF MAINLY EXISTING OPERATING SYSTEMS, VIRTUALIZATION, DATABASE, WEB SERVER, BACKUP SOLUTION etc.

Operating System	RHEL, Ubuntu etc.
Virtualization	RHEV
Web Server	Apache Tomcat
Front End	Java, PHP etc.
Database	Oracle, PostgreSQL, MySQL etc.
Backup Solution	NetVault

High Court of Judicature at Allahabad
(Tender Notice No. : AHC/CIT/Server/2019)

EMD BANK GUARANTEE PROFORMA

(To be executed on Non-Judicial Stamp Paper of Rs. 100/- or such higher value as per Indian Stamp Act, 1899 as applicable in the State of Uttar Pradesh. Stamp Paper shall be in the name of the Bank issuing the guarantee.)

Bank GUARANTEE NO. :
DATED :

1. In consideration of the High Court of Judicature at Allahabad (hereinafter called the "High Court") having agreed to accept the Earnest Money Deposit (EMD) of **Rs. _____ /- (Rupees _____) only** in the form of a Bank Guarantee from .... (Name of the Bidder) having its registered office at .... (hereinafter called the "Bidder") against the Bid of the Bidder for the due fulfillment of the terms and conditions of the tender document (Tender Notice No.: AHC/CIT/Server/2019) published for award of contract for providing complete solution with supply, installation, commissioning, testing and onsite comprehensive maintenance of Servers, Unified Storage/ Backup Solution, Smart Rows/ Traditional Racks, UPSs, Switches, Hardware/ Software, Virtualization, Networking etc. with Disaster Recovery Sites (DR) at Allahabad High Court & its Bench at Lucknow, on turnkey basis.

We .... (Name and address of the Bank) (hereinafter called the "Bank") at the request of .... (Name of the Bidder) do hereby undertake to pay to the High Court acting through the Registrar General, High Court of Judicature at Allahabad (hereinafter called the "Registrar General") an amount not exceeding Rs. _____ /- (Rupees _____) only against any loss or damage caused to or suffered by the High Court by reason of any breach by the Bidder of any of the terms and conditions contained in the tender document from the date of opening of the Bid.

2. We .... (Name of the Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, on a demand made by the High Court that the amount claimed is due to it on account of loss or damage caused to or suffered by the High Court by reason of breach of the terms and conditions of the tender document by the Bidder.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, the liability of the Bank under this guarantee shall be restricted to an amount not exceeding Rs._____ (Rupees _____) only.

3. The Bank undertakes to pay to the High Court any amount of money so demanded notwithstanding any dispute(s) raised by the Bidder in any suit or proceedings before any court or tribunal in respect thereto. The liability of the Bank under this guarantee is absolute and unequivocal.

The payment so made by the Bank under this guarantee shall be a valid discharge of its liability for payment hereunder and the Bidder shall have no claim against the Bank for making such payment.

4. We .... (Name of the Bank) further agree that the guarantee herein contained shall remain in force and valid upto a period of one month after the finalization of the contract.

5. We .... (Name of the Bank) undertake not to revoke this guarantee during its validity period without the previous consent of the High Court in writing.

6. This guarantee shall remain valid and in full effect from …...............

Date:

Banker's Signature & Seal

Place:

High Court of Judicature at Allahabad
(Tender Notice No. : AHC/CIT/Server/2019)

PERFORMANCE BANK GUARANTEE PROFORMA

(To be executed on Non-Judicial Stamp Paper of Rs. 100/- or such higher value as per the Stamp Act of the State in which the Guarantee is issued. Stamp Paper shall be in the name of the Bank issuing the guarantee.)

Bank GUARANTEE NO. :
DATED :

Dear Sirs,

1. THIS DEED OF GUARANTEE made on this .... day of .... 2019 between the High Court of Judicature at Allahabad (hereinafter called the "High Court" which expression shall unless excluded by or repugnant to the context includes its successors and assignees) of the first part and the .... (hereinafter called the "Bank" which expression shall unless excluded by or repugnant to the context include its successors and assignees) of the second part.

2. Whereas a contract dated .... has been executed between the High Court and M/s _____ having its registered office at _____ (hereinafter referred to as "SELLER") for award of contract for providing complete solution with supply, installation, commissioning, testing and onsite comprehensive maintenance of Servers, Unified Storage/ Backup Solution, Smart Rows/ Traditional Racks, UPSs, Switches, Hardware/ Software, Virtualization, Networking etc. with Disaster Recovery Sites (DR) at Allahabad High Court & its Bench at Lucknow, on turnkey basis, as per the schedule mentioned in Annexure ___ of the contract and for providing service support as per the terms and conditions of the contract.

AND WHEREAS as per clause ___ of the contract, the SELLER has to furnish a Performance Bank Guarantee of 10% of the total Purchase Order Value i.e. Rs. .... (Rupees.................. only) valid for <u>not less than 63 months</u>, commencing from the date of warranty period of 5 years of all the items/services as well as 3 months thereafter as and by way of security for the satisfactory completion of supply, installation, commissioning, testing and onsite comprehensive warranty support of items at High Court at Allahabad and its Bench at Lucknow and for providing service support as per the terms and conditions of the contract.

AND WHEREAS on the request of the second party, the Bank executes these presents.

3.0. THIS DEED WITHNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN PARTIES HERETO AS FOLLOWS:

3.1. The Bank hereby guarantees to the High Court that the …............... (name of the SELLER) is capable of executing the contract to the satisfaction of the High Court. In

the event of non satisfactory performance of the contract, the Bank shall indemnify and keep the High Court indemnified to the extent of 10% of the total Purchase Order Value i.e. Rs. .... (Rupees .... only) valid for a period of <u>not less than 63 months</u>, commencing from the date of warranty period of 5 years of all the items as well as 3 months thereafter against any loss or damage that may be caused to or suffered by the High Court on account of such non satisfactory performance of the contract and the decision of the High Court in this regard will be final and conclusive.

3.2. In consideration of the aforesaid clause 3.1 and at the request of the second party, we the Bank hereby irrevocably and unconditionally guarantee that the second party shall perform in an orderly manner its contractual obligations in accordance with the terms and conditions set forth in the contract and in the event of the second party's failure to do so, the Bank shall unconditionally pay to the High Court, on demand, any amount up to the value mentioned in clause 3.1, without any reference to the second party and without questioning the claim.

3.3. In the event of non-satisfactory performance of the contract, the decision of the High Court in this regard shall be final and conclusive and binding on the Bank without demur. The Bank shall pay forthwith the amount demanded by the High Court not withstanding any dispute, if any, between the High Court and the second party.

3.4. The Bank further agrees that the guarantee herein shall remain in force during the period mentioned in Clause 3.1 above and also any extended period provided by the High Court beyond the aforesaid period.

3.5. This Guarantee shall not be affected by any change in the constitution, amalgamation, absorption or reconstitution of the second party or the Bank.

3.6. The Bank undertakes not to revoke this guarantee at the instance of the second party for any reason whatsoever.

3.8. The Bank further agrees that in order to give full effect to the Bank guarantee, the High Court shall be entitled to act as if the Bank were its principal debtors in respect of its claim against the second party and the Bank hereby expressly waives all its rights of surety ship and other rights, if any, which are in any way inconsistent with this Guarantee.

Notwithstanding anything herein above, liability of the Bank under this guarantee is restricted to Rs. .... (Rupees .... only) and it will remain in force up to the period specified in Clause 3.1 unless a suit to enforce any claim under the Guarantee is decreed against the Bank before the period specified in Clause 3.1.

COUNTERSIGNED
     Signature   :   Signature   :
     Name   :   Name   :
     Designation :   Designation :
     Organization :   Organization :

High Court of Judicature at Allahabad
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FORMAT FOR COMPLAINTS REGISTER

ADDRESS OF INSTALLATION LOCATION: _____

NAME AND ADDRESS OF SERVICE CENTRE OF THE FIRM/ COMPANY _____

Sl. No.	Failure Date/ Time	Complaint Date/ Time	Booking Complaint No.	Descrpititon of defective items along with serial nos.	Attended Date/Time	Repaired Date/Time	Downtime	Engineer Name & Signature	Signature of officer/staff of the High Court	Remarks