

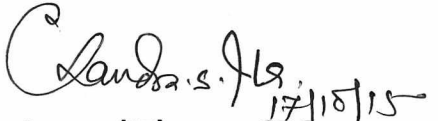
## HIGH COURT OF JUDICATURE AT PATNA

### TENDER NOTICE NO. 05/2015/Computer Cell

DATED 17/10/2015

In continuation of tender notice no. 04/2015/Computer Cell, dated 30.07.2015, it is further informed that sealed quotation along with a Demand Draft of Rs. 10,000 (Rupees Ten Thousand Only) as refundable earned money (without interest) in favour of Registrar General, Patna High Court, Patna are invited from reputed firms for supply of 02 (two) nos. of SERVER FARM SWITCH (24 PORT) for Hon'ble Patna High Court, Patna. The bids are to be submitted within three weeks from the date of publication of the tender notice. Details of notice along with bidding documents may be downloaded from the website of this Court i.e. <http://patnahighcourt.bih.nic.in> or may be obtained from the office of Registrar IT-cum-CPC of the Court during office hours.

It is further informed that who have already tendered are also requested to participate in the tender. Those who have already participated, they are not required to submit EMD (Earnest Money Deposit) with their fresh tender.

  
Registrar (IT)-cum-CPC  
Patna High Court, Patna

## **TERMS AND CONDITIONS**

### **1. Instructions to the tenderers:**

Quotations are to be submitted in sealed envelope consisting of Techno-commercial bid in a separate sealed cover & Financial Bid in a separate sealed cover and both bids will be put in the sealed single envelope containing the title "QUOTATIONS FOR SUPPLY OF 02 (TWO) NOS. OF SERVER FARM SWITCH (24 PORT) FOR THE HON'BLE PATNA HIGH COURT, PATNA and addressed to Registrar (IT)-cum-CPC, Patna High Court, Patna and the bid will be submitted in the office of Registrar (IT)-cum-CPC, Patna High Court, Patna. The bid be submitted within three weeks from the date of publication of the tender notice. The Tenders received after the due date/time will not be considered.

### **1. Eligibility Criteria:-**

A. The Agency applying should possess Income Tax PAN No. and Service Tax Account Number. The Agency should have a minimum experience of 03 years for supplying hardware in Central Government/State Government Departments/Semi Govt. organization including Public Sector Undertakings/Autonomous Bodies. Possession of valid ISO Certificate in the same field may be an added advantage.

B. The Tenderer must have an average annual turnover of Rs. 50, 00,000/- (Rupees fifty lac) during the last three years in the same field. Copies of the following documents should be submitted along with the Bid:-

- a. Audited Profit and Loss Account of last three years
- b. Service Tax Certificate.
- c. Income Tax PAN.
- d. Income Tax Return for the last three years
- e. ISO Certification. (Optional)
- f. Latest Service Tax Return.
- g. Documents regarding Experience of 3 years in providing similar services in Central Government / State Government /Public Sector Undertakings /Autonomous Bodies.

### **2. Evaluation of Bids:**

(i)The technical bid and the financial bid shall be sealed by the bidder in separate covers duly super-scribed and both these sealed covers are to be put in a bigger cover which will also be sealed and duly super-scribed. The technical bid will be opened at the first instance and evaluated by a competent committee or authority. At the second

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stage financial bids of only the technically acceptable offers shall be opened for further evaluation before awarding the contract.

(ii) Filling up of all the columns in Techno-Commercial Bid along with specification of desired switch and Financial Bid is compulsory.

(Enclosed at Annexure I & II).

### **3. Earnest Money Deposit:**

The Quotations should be accompanied by Earnest Money Deposit (EMD) of Rs-10,000/- (Rupees Ten thousand) in the form of Account Payee Demand Draft/Fixed Deposit Receipt/Bankers cheque or unconditional Bank Guarantee from any of the Commercial/nationalized/scheduled banks in an acceptable form drawn in favour of the Registrar General, Patna High Court, Patna, without which the quotations will not be considered. The earnest money will be returned to all the unsuccessful Tenderers after finalization of the Contract without interest and EMD of successful bidder will not be returned till completion/execution of assigned work.

4. Performance Guarantee (Security Deposit) The successful tenderer will be required to furnish security deposit amounting to 5% of the total cost value within 10 (ten) days from the date of acceptance of tender. The security deposit shall be in the form of FDR through any /commercial /nationalized bank in favour of Registrar General, Patna High Court, Patna or unconditional Bank Guarantee of any / Commercial /Nationalized Bank of equal amount. Performance Security will remain valid for a period of ninety (90) days beyond the date of completion of all contractual obligations of the contractor firm including warranty obligations. However the Security Deposit will be refundable thereafter expiry of the contract without interest. This deposit is liable to be forfeited, if during the period of contract the services of the contract are found to be unsatisfactory in any respect, and/or if any of the conditions of the contract is contravened/ breached,/or towards any damage caused due to negligence of the contractor or his employees. This forfeiture will be in addition to any action by the Patna High Court, Patna that the contractor firm may invite upon themselves due to any of the reasons specified above. {The earnest money will be refunded to the successful bidder on receipt of performance security.}

### **5. Other terms and conditions:**

(i) The Registrar (IT)-cum-CPC, Patna High Court, Patna has the right of accepting or rejecting any or all tenders without specifying any reason(s) thereafter. The Registrar (IT)-cum-CPC is under no obligation to accept the lowest tender.

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(ii) There is no obligation on the part of the Patna High Court, Patna to inform the unsuccessful tenderer of the outcome of the tender process and reasons for rejection of tender.

(iii) The payment shall be made in two installments, 80% of the total payment will be made after supply of the goods and rest 20% will be made after successful installation and performance.

(iv) A surprise check may be conducted by the Registrar (IT)-cum-CPC of the Patna High Court, Patna to ascertain the performance of the equipments.

(v) Under no circumstances, shall the successful firm appoint any subcontractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice, by the authority who has approved the award of the contract.

(vi) The contract can be terminated by the Patna High Court, Patna at any time without assigning any reason if the work of the contractor is found unsatisfactory. In this respect, the decision of the Patna High Court, Patna, will be final and binding on the contractor. The Patna High Court, Patna, reserves the right to accept or reject any bid in whole or in part without assigning any reasons thereafter.

(vii) The job carried out shall be to the satisfaction of the Patna High Court, Patna, after getting certification from the Court failing which deductions @ 10% of the total bill shall be made. Depending upon the severity of negligence, the Patna High Court, Patna, reserves the right to blacklist the agency for a suitable period or prevent from further participation in any of the jobs to be done for the Patna High Court, Patna. The decision of the Court shall be final and binding on the firm/agency.

(viii) Premature withdrawal of the tender by the tenderer shall make him liable for forfeiture of the earnest money.

(ix) All the pages of the tender document should be serially numbered and duly stamped and signed by bidder.

(x) A register of surprise/routine checks shall be maintained by the contractor which shall also be inspected by Registrar (IT)-cum-CPC, Patna High Court.

(xi) The Registrar (IT)-cum-CPC, Patna High Court, Patna, reserves the right to vary, amend or alter any terms and conditions of the Tender Document at the time of execution.

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**Annexure-I**  
**Techno-commercial Bid**  
**TENDER SUPPLY OF SERVER FARM SWITCH (24 PORT) FOR HON'BLE**  
**THE PATNA HIGH COURT.**

SL. NO.	DESCRIPTION	PAGE NO.
1	Name, address & telephone number of the agency/firm	
2	Name, designation, address, e-mail ID & telephone number of authorized person assigned for the work on behalf of agency/firm	
3	Please specify as to whether Tenderer is sole Proprietor/Partnership Firm/Private or Limited Company	
4	Name and Telephone number of Directors, Fax No, e-mail address	
5	Copy of PAN card issued by Income Tax Department and copy of previous 3 financial years's Income Tax Return	
6	Valid ISO Certificate in the field of security/Traffic Guards, if any (Please attach copy)	
7	Service Tax Registration number. (please attach)	
8	Latest Service Tax Return (please attach)	
9	Annual Turnover during last 3 years: 2013-14 ..... 2013-14..... 2014-15..... (please attach proof in the form of profit and loss account)	
10	Experience certificate of 3 years in providing services in Central Government/State Government/Public Sector/Undertakings/Autonomous Bodies.	
11	Details of Bid Security/Earnest Money Deposit: a) Amount: b) Demand Draft/Pay order/Banker Cheque No: c) Date of Issue: d) Name of issuing Bank:	

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**Specification**  
**SERVER FARM SWITCH (24 PORT)**

SN	DESCRIPTION	COMPLIED (YES/NO)	DEVIATIONS, IF ANY
<b>A</b>	<b>Architecture</b>		
1	Shall have 24x10/100/1000Base-T ports and additional 4x1/10G SFP+ports populated with 10G-BASE-SR Transceivers.		
2	Shall have IPv6 readiness from day 1		
3	Shall have non-blocking architecture with minimum switching capacity as per the following calculation: (Number of 1G portsxGbps+Number of 10G ports x 20 Gbps)		
4	Shall have minimum forwarding throughout of 95 Mpps		
5	Shall support minimum of 16000 MAC address entries		
6	Shall be rack mountable with required accessories and shall have a console port		
7	Shall have adequate flash and RAM for continuous operation of the switch with all services activated		
8	Shall support virtual switching or equivalent to allow clustering up to nine physical switches together into a single logical managed fabric.		
9	Shall have minimum required hardware and software readiness from day 1 to allow separation of data and control path to enable SDN		
<b>B</b>	<b>Layer-2 Features</b>		
1	Shall support IEEE 802.1Q and IEEE 802.1ad		
2	Shall support IEEE 802.1s MSTP, IEEE 802.w RSTP and IEEE 802.1d STP		
3	Shall support a minimum of 512 active VLANs		
4	Shall support dynamic assignment of VLANs		
5	Shall support UDLD or equivalent		
6	Shall support OAM or equivalent		
<b>C</b>	<b>Quality or Service and Convergence</b>		
1	Shall support QoS features based on L2, L3 and L4 information		
2	Shall support CAR		
3	Shall support IPv6 based ACL and QoS		
4	Shall support minimum 8 queues		
5	Shall support LLDP, LLDP-MED, & Voice VLAN		
6	Shall support IGMP snooping (data driven IGMP) & MLD snooping		
<b>D</b>	<b>Security</b>		
1	Shall support port security methods like 802.1x & RADIUS		
2	Shall support TACAS and Guest VLAN		
3	Shall have built-in protection features such as:		
	a) Protection from DoS attacks or equivalent		

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	b) STP Root guard & STP BPDU guard		
	c) Hardware-based ACLs (L2, L3 and L4 based and per-user)		
	d) MAC authentication		
	e) IP source guard or equivalent		
	f) Dynamic ARP protection or equivalent		
<b>E</b>	<b>Management</b>		
1	Shall support LLDP and LLDP-MED		
2	Shall support redundant flash images		
3	Shall support secure management access methods (CLI, GUI or MIB) through SSH, SSL, and /or SNMP		
4	Shall support RMON		
5	Shall support sFlow or equivalent		
6	Shall support mirroring of ingress/egress traffic from a switch port or VLAN to a local or remote switch port anywhere on the network		
7	Shall support IPv6 management features (pingv6, tracertv6, Telnetv6, TFTPv6, syslogv6, SNMPv6, DHCPv6, and RADIUS for IPv6)		
8	Should have software modularity with process modules running independently in their own protected memory space and with the ability to do individual process restart. Should allow individual software modules to be upgrade for enhanced serviceability.		
<b>F</b>	<b>Warranty &amp; Support</b>		
1	Shall have manufacturer's warranty support with NBD hardware replacement (inclusive of power supply and fans) and 24 x 7 software updates during the warranty period of 3-years.		

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**ANNEXURE- II**  
**Financial Bid**

Sl. No.	Name of Itme	Make	Quantity	Rate per unit in Rs.	Total in Rs.
1	SERVER FARM SWITCH (24 PORT)		02		

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