



**Request for Open short Tender  
for  
Procurement of Rack Servers for the Use of District  
Court Complexes in State of Andhra Pradesh.**

**March, 2024**

Issued by  
**ANDHRA PRADESH HIGH COURT OF ANDHRA PRADESH**  
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## Contents

Section	Description	Page No.
<b>Section A – Schedule of Requirements</b>		7
A.1.	The solution, service or material required:	7
A.2.	Scope of incidental services:	7
A.3.	Maintenance:	7
A.4.	Delivery locations, Delivery and Installation period:	8
A.5.	Warranty:	8
A.6.	Order Placing Authority	8
A.7.	Preferential Market Access Policy:	8
A.8	SLA for performance during warranty/maintenance period:	8
A.9	Technical Demonstration	8
A.10	Reverse Auction: Not applicable	8
<b>Section B – Pre-qualification Criteria</b>		9
<b>Section C – Statement of Important Limits/Values related to bid</b>		10
<b>Section D – Technical Specifications</b>		15
	<b><u>Schedule-Item No 1: Supply Laying and Testing 13 numbers of Rack Servers and its Accessories.</u></b>	15
<b>Section E – Instructions to Bidders</b>		19
E.1.	Bidding Procedure:	19
E.2.	Pre-qualification bid:	19
E.3.	Technical Bid:	19
E.4.	Financial bid:	20
E.5.	Pre-bid Meeting:	20
<b>Section F – Bid Evaluation Procedure</b>		21
F.1.	Bid evaluation procedure:	21
F.2.	Opening of bids:	21
F.3.	EMD Validity:	21
F.4.	Pre-qualification bid documentation:	21
F.5.	Technical bid documentation:	21
F.6.	Award Criterion:	22
<b>Section G – General Instructions to Bidders</b>		22
G.1.	Definitions:	22
G.2	General Eligibility	22
G.3	Bid forms	23
G.4	Cost of bidding	23
G.5	Clarification of bidding documents	23
G.6	Amendment of bidding documents	23
G.7	Period of validity of bids	23
G.8	Submission of bids	23
G.9	Deadline for submission of bids	24
G.10	Late bids	24

G.11	Modification and withdrawal of bids	24
G.12	General Business information:	24
G.13	Bid security i.e. Earnest Money Deposit (EMD)	24
G.14.	Preparation of Pre-qualification bid	24
G.15	Preparation of technical bid	24
G.16	Preparation of financial bid	25
G.8	Bid Prices	25
G.9	Bid Currency	25
<b>Section H – Standard Procedure for opening and evaluation of bids</b>		<b>26</b>
H.1.	Outline of bid evaluation procedure	26
H.2.	General Guidelines for bid opening and evaluation:	26
H.3	Opening of bids	26
H.4.	Preliminary examination of Bids	26
H.5.	Clarification of bids	27
H.6.	Evaluation of Pre – qualification bids	27
H.7.	Evaluation of Technical bids.	27
H.8.	In lab proof of concept	27
H.9.	Field demonstration	27
H.10.	Evaluation of financial bids	28
H.11.	Evaluation and comparison of financial bids	28
H.12.	Performance and productivity of the equipment	28
H.13.	Contacting APHC	28
H.14.	APHC' right to vary quantities at time of award	28
H.15.	APHC' right to accept any bid and to reject any or all bids.	28
H.16.	Notification of award	28
H.17.	Signing of contract	29
H.18.	Performance security	29
H.19.	Corrupt, fraudulent and unethical practices	29
H.20.	Negotiation	29
<b>Section I – General Conditions of Proposed Contract (GCC)</b>		<b>30</b>
I.1.	Definitions	30
I.2	Application	30
I.3	Standards	30
I.4	Use of documents and information	30
I.5.	User license and patent rights	31
I.6.	Performance security	31
I.7.	Manuals and drawings	31
I.8.	Inspection and acceptance tests	32
I.9.	Acceptance certificates	33
I.10.	Packing	33
I.11.	Delivery and documents	33
I.12.	Insurance	34

I.13.	Transportation	34
I.14.	Hardware Installation	34
I.15.	Incidental services	34
I.16.	Spare parts	34
I.17.	Warranty	35
I.18.	Maintenance service	35
I.19.	Payment	36
I.20.	Prices	36
I.21.	Change orders	36
I.22.	Contract amendment	36
I.23.	Assignment	37
I.24.	Subcontracts	37
I.25.	Delays in the supplier's performance	37
I.26.	Liquidated damages	37
I.27.	Termination for default	37
I.28.	Force Majeure	38
I.29.	Termination for Insolvency	38
I.30.	Termination for Convenience	38
I.31.	Resolution of Disputes	38
I.32.	Governing Language	39
I.33.	Applicable Law	39
I.34.	Notices	39
I.35.	Taxes and Duties	39
I.36.	Licensing considerations	39
I.37.	Protection against damages- site conditions:	39
I.38.	Fail-safe procedure	39
I.39.	Training:	40
I.40.	Site Preparation and Installation:	40
	Section K – Model Contract Form	41
	Section L – Annexures	44
	Section M – Bid Forms	47
	Bid Letter Form	
	Form P-1: Bidder Information, Company Registration Certificate	48
	Form P-2: Office in Andhra Pradesh with GST details	49
	Form P-3: Manufacturer Authorization forms	49
	Form P-4: Details of service centres in AP or undertaking	50
	Form P-5: Bidder Turnover Details	50
	Form P-6: Bidder/OEM sales	50
	Form P-7 : Declaration Regarding Clean Track Record	51
	Form P-8 : Undertaking in compliance with GFR Rule 144(xi)	52

	Form T 1 – Technical Compliance Statement	52
	Form T2 – Model declaration form for undertaking of authenticity for IT Hardware Supplies	58
	Cost Sheet - Form F1	59

## Section A – Schedule of Requirements

### **Tender Call Notice under short tender of Procurement of Rack Servers for the use of District Court Complex, in the state of Andhra Pradesh**

#### **Time schedule of various tender related events:**

Bid calling date	<b>07.03.2024</b>
Pre-bid meeting date & time	<b>13.03.2024 11.30 AM</b>
Pre-bid clarifications issue date & time	<b>18.03.2024 03.30 PM</b>
Bid closing date/time	<b>21.03.2024, 03.30 PM</b>
Bid opening date/time	<b>21.03.2024, 04.30 PM</b>
APHC Contact person	The Registrar (IT-cum-CPC), email: cpc-ap@aij.gov.in
Bid Document Fee	Rs. 1,000/- . To be paid through online.
APHC Reference No.	ROC No.159/2021-CPS

#### **A.1. The solution, service or material required:**

1. This tender call is issued on e-procurement market place at [www.apecprocurement.gov.in](http://www.apecprocurement.gov.in). All the terms and conditions are to be read jointly as mentioned in the e-procurement market website and in this document.
2. APHC invites the bids from the interested parties for supply of Servers for the use of District Complexes in the State of Andhra Pradesh.

<b>S No.</b>	<b>Item Details</b>	<b>Quantity</b>	<b>UoM</b>
<b>Schedule-I</b>			
1	Rack Servers for District Court Complexes	13 Nos.	

3. The detailed item wise technical specifications to be supplied are mentioned in Section -D.

#### **A.2. Scope of incidental services:**

This tender call is issued on e-procurement marketplace at [www.apecprocurement.gov.in](http://www.apecprocurement.gov.in) All the terms and conditions are to be read jointly as mentioned on the e-procurement market website and in this document.

#### **A.3. Maintenance:**

Successful bidder has to supply, install & maintain all the items including re-installation of Operating system/Firmware and other applications in case gets corrupted. In case, the supplied items are down and not working, same need to be repaired and restored for normal functioning as per agreed Service Level Requirements. Failing which penalty will be recovered from Performance Security as per Clause C. 15.

**A.4. Delivery Locations, Delivery and Installation period:**

a) Bidder shall deliver the goods/services, install and commission the same within **Four (04)** weeks or earlier from the date of issue of Notification of Award / Date of issue of Purchase order, whichever is earlier.

b) The delivery location as prescribed by the High Court of Andhra Pradesh.

**A.5. Warranty:**

The warranty period as specified in the BoM will start 30 days from the date of delivery or from the date of installation of items, whichever is earlier.

During the warranty period, bidder should attend preventive maintenance once in six months apart from regular service calls if any during the warranty period.

**A.6. Order Placing Authority**

1. APHC reserves the right to place any number of staggered orders during the contract period.
2. APHC reserves the right not to place any supply / purchase order whatsoever, irrespective of finalization of the L1 bidder without stating any reasons.

**A.7. Preferential Market Access Policy:**

G.O. Ms. No. 22, dt. 28-11-2015 issued by ITE&C Department & G.O. Ms. No. 9, Dt. 25-02-2021 issued by Industries & Commerce Department (copies can be obtained from URL: <http://goir.ap.gov.in/Reports.aspx>) are applicable for this tender. Bidders eligible for the benefits under preferential market access policy can apply by submitting all the relevant document proofs.

**A.8 SLA for performance during warranty/maintenance period:**

1. The original call log for all the logged calls of complaints & calls closed status should be sent by email to Department on monthly basis for monitoring.
2. Along with the above mentioned call log, a date wise abstract of calls logged and repair status within SLA and outside SLA shall be provided.
3. Persistent complaints from the user department during the warranty/maintenance period relating to the improper service will be sufficient ground for the APHC to blacklist the successful bidder from participating in the future tenders.

**A.9 Technical Demonstration**

APHC may ask the bidders to demonstrate their offered devices before the Technical Committee for Technical Compliance.

**A.10 Reverse Auction: Not applicable**



## Section B – Pre-qualification Criteria

1. The Bidder should be a manufacturer/ authorized representative of a manufacturer/whole sale dealer and should be in business of manufacture and or supply and maintenance of the IT & IT related equipment's for a minimum period of three (3) years in India as on bid calling date.
2. The Bidder should have at least one office with GST Registration in AP. Billing/Invoice should be done from offices located in AP only. In case, Bidder does not have office in AP as on bid submission date, should submit an undertaking in Pre-qualification bid, to open the office in AP and register for AP GST. All Invoices should be raised with APGST Number only.
3. The Bidder should submit the Manufacturer's Authorization Form (**MAF**) for all the offered products / items, specific to this tender issued by OEM authorizing the bidder to submit the bid for tendering which is deemed as an agreement in between the bidder and OEM for the support and spares till the warranty period.
4. The Bidder/OEM should have Service Center/Franchise Service Centre either at Guntur or Vijayawada in the State of Andhra Pradesh as on bid submission date. The details are to be provided, in case Bidder/OEM does not have the service centers/Franchise service center as on bid submission date, bidder/OEM should give an undertaking in PQ bid to open the service centers as specified above and should submit the Service Centers / Franchise service center details before the due date of Delivery in case the contract is awarded. Failing which the Purchaser may forfeit the PBG and cancel the contract.
5. The Bidder should have minimum average annual turnover of Rs.5 crore (Rupees five crores) calculated over a period of the last three financial years i.e., 2020-21, 2021-22 & 2022-23. Bidder should have positive net worth in the last three financial years i.e. 2020-21, 2021-22 & 2022-23.
6. The bidder should submit/give declaration stating that they are not debarred/blacklisted by any State Government, Central Government, Central & State Govt. Undertakings/enterprises/Organizations and by any other Quasi Government bodies/Organizations in India for non-satisfactory performance, corrupt & Fraudulent or any other unethical business practices.
7. Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as per G.O. Ms. No. 9, dated 25.02.2021 issued by Industries & Commerce Department, Government of AP. (DPIIT Registration Certificate copy to be submitted. Bidder shall have to submit the Undertaking)

Note: Relevant documents in support of the above eligibility criteria should be uploaded.

### Section C – Statement of Important Limits/Values related to bid

S. No	Item	Description
1.	Earnest Money Deposit (EMD)	<p><b>Schedule I - EMD: Rs.50,000/-.</b></p> <p><b>The EMD should be in the form of BG or through online payment only. If the EMD payment is through Online/Debit Card/ Credit Card, the payment should be made through Payment gateway provided in the eProcurement system. DDs will not be accepted.</b></p> <p>Scanned copy of BG document should be uploaded on e-Procurement portal. The Original EMD should be submitted to APHC before 5 pm of next working day after bid closing day</p>
2.	Bid Validity Period	90 days from the date of opening of bids.
3.	Contract Period	The contract period is One (1) year from the date of signing of the agreement/issue of Purchase order
4.	EMD Validity Period	Bank Guarantees that are issued by any Scheduled / Nationalized banks only will be accepted. BG Validity should be Six (6) months from the date of bid closing date.
5.	Evaluation of Bids	Bids will be evaluated for entire Tender wise
6.	Variation in Quantity	(+/-) 25%. The cost identified by APHC will be used as Rate Contract for a period of One (1) year.
7.	Period for furnishing performance security	Within Seven (7) days from date of receipt of Notification of Award for the respective schedules.
8.	Performance security value with APHC	The bidder has to submit the PBG (5% of the Contract value/ Purchase Order Value) in favor of "The Registrar (Administration), High Court of Andhra Pradesh" from any Nationalized / Scheduled Bank before signing of the contract.
9.	Performance security validity period	Thirty (30) days beyond Warranty/AMC period/Contract period.
10.	Period for signing of contract/issue of Purchase order	Within Seven (7) days from date of receipt of Notification of Award.
11.	Up time	<p><i>For the offices at High Court level:</i></p> <p>The bidder should resolve the breakdown calls within 24 Hours of call reporting. Failing which penalty is applicable as per terms &amp; conditions.</p>

		Note:-The service provider shall maintain sufficient buffer stock of devices/spares at the district head quarters for this purpose.								
12.	Payment & other Terms	<table><tr><th>Payment terms</th><th>By Purchase order issuing authority</th></tr><tr><td>Upon submission of Delivery Challan &amp; Installation cum Acceptance Test Report</td><td>100% of items cost as per Contract / PO for which DCs &amp; IR cum AT reports submitted.</td></tr><tr><td>Incase site not ready, for more than 30 days from the date of delivery</td><td>75% of the Contract / PO value for that site / location.</td></tr><tr><td>Billing/Invoice</td><td>Billing/Invoice should be done from any of the offices located in AP only.</td></tr></table> <p><b>Note:</b></p> <ol style="list-style-type: none"><li>1. All the Delivery Challans, Installation cum AT Reports, OEM Quality Certificate to be counter signed by the respective Competent Authority as designated by the APHC.</li><li>2. The certificate/report should have Name, Designation, Signature, Phone number, Date and Seal of the Officer.</li><li>3. The DC/IR/SPC will not be processed for payments if the Name, Designation, Signature, Phone number, Date and Seal of the Officer are not available.</li><li>4. APHC reserves right to conduct random Acceptance Test on items delivered if required.</li></ol>	Payment terms	By Purchase order issuing authority	Upon submission of Delivery Challan & Installation cum Acceptance Test Report	100% of items cost as per Contract / PO for which DCs & IR cum AT reports submitted.	Incase site not ready, for more than 30 days from the date of delivery	75% of the Contract / PO value for that site / location.	Billing/Invoice	Billing/Invoice should be done from any of the offices located in AP only.
Payment terms	By Purchase order issuing authority									
Upon submission of Delivery Challan & Installation cum Acceptance Test Report	100% of items cost as per Contract / PO for which DCs & IR cum AT reports submitted.									
Incase site not ready, for more than 30 days from the date of delivery	75% of the Contract / PO value for that site / location.									
Billing/Invoice	Billing/Invoice should be done from any of the offices located in AP only.									
13.	Contracting Authority	The Registrar (IT-cum-CPC), High Court of Andhra Pradesh, Nelapadu, Amaravati.								
14.	LD for late deliveries/installation	<b>LD for late deliveries/Installations:</b> 1% of the late delivered or deemed late delivered/installed goods for One week or part thereof, 1.5% for Two weeks or part thereof, 2% for Three weeks or part thereof, 2.5% for 4 weeks or part thereof and so on.								
15.	Maximum LD for late deliveries/ installation	Maximum LD for late deliveries/installations: 10% on the Total value of goods for that location/site for late delivery/installation or deemed late delivered/installed goods.  However, APHC reserves the right further to take penal action on the bidder. The bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited.								

16.	Penalty for failure to maintain during warranty period for all items	<table><tr><td>Item</td><td>Penalty applicable for the downtime as below.</td></tr><tr><td>All Items</td><td>For any delay beyond permissible down time, a penalty of Rs.1000/- will be levied for each day or part there of subject to a maximum of total equipment cost.</td></tr></table>	Item	Penalty applicable for the downtime as below.	All Items	For any delay beyond permissible down time, a penalty of Rs.1000/- will be levied for each day or part there of subject to a maximum of total equipment cost.
		Item	Penalty applicable for the downtime as below.			
All Items	For any delay beyond permissible down time, a penalty of Rs.1000/- will be levied for each day or part there of subject to a maximum of total equipment cost.					
		<p>*The penalty amount will be deducted from the amount payable to the bidder by APHC. Once this amount is exhausted, the penalty amount will be recovered from the Performance Security. Once the Performance Security is also exhausted, the bidder will be required to recoup the Performance Security. If the bidder fails to recoup the Performance Security, the bidder will be debarred from participating in tenders till the time the bidder recoups the Performance Security.</p> <p>The penalty for crossing service level agreement will be limited to 10%. However, APHC reserves the right further to take penal action on the bidder. The bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited.</p>				
17.	Conditional bids	Not acceptable and liable for rejection				
18.	Eligibility Criteria	As per Section B				
19.	Transaction Fee & Corpus Fund	<p><b>Transaction fee:</b> All the participating bidders who submit the bids have to pay</p> <p>a) An amount@ 0.03% (plus GST) of their final bid value online with a cap of Rs. 10,000/- for quoted value of purchase up to Rs.50 Crore (or)</p> <p>b) An amount of Rs.25,000/- if the purchase value is above Rs.50crores plus GST applicable on transaction fee through online in favor of MD, APTS. The amount payable to APTS is nonrefundable.</p> <p><b>Corpus Fund:</b> Successful bidder shall pay corpus fund in favor of MD, APTS through online (AP e-Procurement Portal)</p> <p>a) An amount @ 0.04% of the contract value with a cap of Rs.10,000/- (Rupees Ten Thousand Only) for contract value up to Rs.50 Crore (or)</p> <p>b) An amount of Rs.25,000/- (Rupees Twenty-Five Thousand Only) for the contract value above Rs.50 Crore.</p>				
20.	Bid submission	<p>Online.</p> <p>a) Bidders are requested to submit the bids after issue of minutes of the pre bid meeting duly considering the changes made if any, during the pre-bid meeting.</p> <p>b) Bidders are totally responsible for</p>				

		incorporating/complying with the changes/amendments issued if any during pre-bid meeting in their bid.
21.	Procedure for Bid Submission	<p>Bids shall be submitted online on <a href="http://www.apecurement.gov.in">www.apecurement.gov.in</a> platform.</p> <ol style="list-style-type: none"> <li>1. The participating bidders in the tender should register themselves free of cost on e-procurement platform on the website <a href="http://www.apecurement.gov.in">www.apecurement.gov.in</a>.</li> <li>2. Bidders can log-in to e-procurement platform in Secure mode only by signing with the Digital certificates.</li> <li>3. The bidders who are desirous of participating in e-procurement shall submit their technical bids, price bids as per the standard formats available at the e-market place.</li> <li>4. The bidders should scan and upload the respective documents in Pre-Qualification and Technical bid documentation as detailed at relevant sections of the RFP including EMD. The bidders shall sign on all the statements, documents certificates uploaded by them, owning responsibility for their correctness/authenticity.</li> <li>5. The rates should be quoted in online only</li> </ol>
22.	Other conditions	<ol style="list-style-type: none"> <li>1. After uploading the documents, the copies of the uploaded statements, certificates, documents, original Demand Drafts in respect of Bid Security (except the Price bid/offer/break-up of taxes) are to be submitted by the bidder to the O/o The Registrar (IT-cum-CPC), High Court of Andhra Pradesh, Amaravati as and when required.</li> <li>2. When asked, failure to furnish any of the uploaded documents, certificates, will entitle in rejection of the bid.</li> <li>3. If any of the certificates, documents, etc., furnished by the Bidder are found to be false / fabricated / bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited.</li> <li>4. APHC will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents.</li> <li>5. The Documents that are uploaded online will only be considered for Bid Evaluation.</li> <li>6. Important Notice to Contractors, Suppliers and Department users</li> <li>7. In the endeavor to bring total automation of processes in e-Procurement, the Govt. has issued orders vide G.O.Ms.No.13, dated 05.07.2006</li> </ol>

		<p>permitting integration of electronic Payment Gateway of ICICI/HDFC/Axis Banks with e-Procurement platform, which provides a facility to participating suppliers / contractors to electronically pay the transaction fee online using their credit cards.</p> <p>8. In case of consortium either the prime bidder or the consortium partner can purchase the bid document. The bid can be filed either with user ID of prime bidder or consortium partner.</p>
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## Section D – Technical Specifications

1. All the items are to be supplied as per the below mentioned minimum technical specifications.
2. Higher or better specifications than the mentioned specifications are acceptable.
3. Make and Model of the offered items and their compliance to below mentioned technical specifications are to be clearly mentioned by the bidders in their technical compliance statement.

### Schedule-I

#### **Item No 1: Supply, Delivery and Installation of 13 Numbers of Servers compatible with Ubuntu open source Operating System upto 20.4 version.**

Item	Description of Requirement	Compliance
Make	<<Specify>>	
Model	<<Specify>>	
Chassis	1U Rack Mountable	
CPU	One processor Intel Xeon-Silver <b>4309Y</b> 2.8GHZ 8 Core 105W. Minimum two CPU Sockets must be there in server	
Memory	16 DIMM slots scalable up to 1TB should be available for future scalability. <b>32 GB DDR4 Memory</b>	
HDD Bays	Up to 8 SFF HDD/SSD	
Hard disk drive	Hot Plug SFF or LFF SAS/SATA (HDD/SSD) drives. <b>2.4TB x 4 SAS 12G 10K HDD must be installed</b>	
Controller	Server should be configured with two 480GB SSD for OS Boot Device with Hardware RAID 1. PCIe based RAID controller with 8GB Flash backed write cache, supporting RAID 0, 1, 10, 5, 6, 50, 60 etc.	
Networking Ports	two 1Gbps onboard RJ-45 network ports one 1Gbps remote management port	
Interfaces	Serial - 1 (Optional). 3 Nos of USB 2.0/3.0 Ports	
Bus Slots	Server should min one PCI-Express 4.0 x16 slot.	
Power Supply	Should support 2x 800W or higher hot-plug redundant power supplies with upto 94% efficiency	
Fans	Redundant system fans	

Industry Standard Compliance	ACPI Compliant PCIe 4.0 Compliant WOL Support Microsoft® Logo certifications PXE Support USB 2.0/3.0 Compliant SMBIOS 3.2 Redfish API IPMI 2.0 TPM 1.2 and 2.0 support SNMP v3 TLS 1.2 DMTF Systems Management Architecture for Server Hardware Command Line (SMASH CLP) Active Directory v1 UEFI (Unified Extensible Firmware Interface Forum)	
System Security	UEFI Secure Boot Immutable Silicon Root of Trust Common Criteria certification Support for Commercial National Security Algorithms (CNSA) multi-factor Authentication Tamper-free updates - components digitally signed and verified Secure Recovery - recover critical firmware to known good state on detection of compromised FW Ability to rollback firmware Secure erase of data TPM (Trusted Platform Module) System Lockdown Rapid OS recovery & Automatic BIOS recovery CC-TCG Certification NIST SP 800-147B "BIOS Protection Guidelines for Servers Dynamic USB Port Management	
Latest Operating Systems and Virtualization Software Support	Microsoft Windows Server 2022 Red Hat Enterprise Linux (RHEL) 8.0 SUSE Linux Enterprise Server (SLES) Vmware 7.0, Ubuntu etc	
Provisioning	1. Should support tool to provision server using RESTful API to discover and deploy servers at scale 2. Provision one to many servers using own scripts to discover and deploy with Scripting Tool (STK) for Windows and Linux or Scripting Tools for Windows PowerShell	
Firmware Security	1. For firmware security, system should support remote management chip creating a fingerprint in the silicon, preventing servers from booting up unless the firmware matches the fingerprint. This feature should be immutable  2. Should maintain repository for firmware and drivers recipes to aid rollback or patching of compromised firmware. Should also store Factory Recovery recipe preloaded to rollback to factory tested secured firmware	



Embedded Remote Management and firmware security	<p>1. System remote management should support browser based graphical remote console along with Virtual Power button, remote boot using USB/CD/DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media/image/folder; It should support server power capping and historical reporting and should have support for multifactor authentication</p> <p>2. Server should have dedicated 1Gbps remote management port</p> <p>3. Server should have storage space earmarked to be used as a repository for firmware, drivers and software components. The components can be organized in to install sets and can be used to rollback/patch faulty firmware</p> <p>4. Server should support agent less management using the out-of-band remote management port</p> <p>5. Applications to access the server remotely using popular handheld devices based on Android or Apple IOS should be available</p> <p>6. Should support managing multiple servers as one.</p> <p>7. Should support Restful API integration</p> <p>8. System should support embedded remote support to transmit hardware events directly to OEM or an authorized partner for automated phone home support</p> <p>9. Secure Erase designed to decommission/repurpose servers.</p>	
Server Management	Software should support dashboard view to quickly scan the managed resources to assess the overall health of the data center. It should provide an at-a-glance visual health summary of the resources user is authorized to view.	
	<p>The Dashboard minimum should display a health summary of the following:</p> <ul style="list-style-type: none"> <li>• Server Profiles</li> <li>• Server Hardware</li> <li>• Appliance alerts</li> </ul>	
	The Systems Management software should provide Role-based access control	
	Zero Touch Provisioning (ZTP) with remote access	
	Management software should support integration with popular virtualization platform management software like VMware vCenter & vRealize Operations, and Microsoft System Center & Admin Center	
	Should help provide proactive notification of actual or impending component failure alerts on	

	critical components like CPU, Memory and HDD.	
	Should provide an online portal that can be accessible from anywhere. The portal should provide one stop, online access to provide a personalized dashboard to monitor device health, hardware events, contract and warranty status. Should provide a visual status of individual devices and device groups. The Portal should be available on premise (at our location - console based) or off premise (in the cloud).	
	Should help to proactively identify out-of-date BIOS, drivers, and Server Management agents and enable the remote update of system software/firmware components.	
	Should have dashboard for firmware baselines while performing minimum required firmware checks and highlighting out-of-compliance devices for updates with the selected firmware baseline	
	support for quick sync and multi vector cooling	
	The Server Management Software should be of the same brand as of the server supplier.	
Support	Minimum 5 years warranty with 24x7 Support should be there.	

## **Section E – Instructions to Bidders**

### **E.1. Bidding Procedure:**

Bid offers are to be made in three parts namely, “Prequalification bid”, “Technical bid” and “Financial bid” and in the format given in bid document. All the documents are to be uploaded as per the documents in the corresponding section in eProcurement Website.

1. EMD details should be given in the “Pre-qualification bid”.
1. Tenders shall be accepted only from those who have purchased the Bid Document.
2. All correspondence should be with APHC contact Officer.
3. A complete set of bidding documents to be purchased by interested bidders from APHC upon payment of the bid document price which is non-refundable. Payment of bid document price should be by demand draft / cashier’s cheque or certified cheque drawn in favor of “The Registrar (Administration), High Court of Andhra Pradesh, Nelapadu, Amaravati, Guntur District.” and payable at Vijayawada (India) not later than 1hour before bid closing date & time or through online payment.
4. High Court Bank Account details for online payment of tender document fee are:
  - a. Bank A/c. No.:38184130197
  - b. IFSC Code: SBIN0061328
  - c. Bank Name: State Bank of India, Nelapadu, Tullur, Guntur District
  - d. MICR Code: 522002156

### **E.2. Pre-qualification bid:**

It shall include the following information about the firm and its proposal.

1. General information on the bidder’s company in Form P-1
2. Details of GST in Form P-2
3. Details of Manufacturer’s authorization in Form P-3
4. Details of Service centers in Form P-4
5. Details of Turnover and Positive net worth in Form P-5
6. List of Major suppliers and Bidder/OEM sales in Form P-6
7. Declaration regarding clean track record in Form-P7
8. Declaration regarding land border with in Form-P8

### **E.3. Technical Bid:**

1. Technical Compliance Statement with Make, Model, Specifications mentioned in tender document and offered specifications in Form T-1.
2. Check list in Form T-2
3. Detailed technical documentation, reference to various industry standards to which the products/services included in vendor’s offer conform, and literature concerning the proposed solution
4. Other information, if any required in the bid document

### **E.4. Financial bid:**

The financial bid should provide cost calculations corresponding to unit price of each item of the respective schedules in Cost sheets.

#### **E.5. Pre-bid Meeting:**

The pre-bid meeting will be conducted in the premises of High Court of Andhra Pradesh at Nelapadu and also through online virtual meeting tools. Interested bidders should send email request to APHC contact Officer for communicating the online meeting link.

## **Section F – Bid Evaluation Procedure**

### **F.1. Bid evaluation procedure:**

Bids would be evaluated Tender wise. Technical bid documentation should be in the prescribed format. If a vendor has any comment to offer about the procedural aspects of this tender, it should be intimated to APHC during the pre-bid meeting. In case the schedule or procedure of tender processing is revised, the same shall be communicated by telephone, courier or e-mail as the case may be to all the vendors who have paid the tender document fee.

### **F.2. Opening of bids:**

1. Bids will be opened on the e-Procurement website at the scheduled time & date as specified.
2. APHC contact Officer shall open the pre-qualification bid, after the bid closing time and list them for further evaluation. After evaluation of Pre-Qualification bids, the technical bids of only those bidders who qualify in Pre-qualification will be opened. Similarly, the financial bids of only those bidders who qualify in technical evaluation will be opened.

### **F.3. EMD Validity:**

The EMD will be scrutinized first for the amount and validity period. The bids submitted with required EMD amount and validity only be considered for the evaluation. The bids submitted with insufficient EMD amount/validity will be treated as disqualified bids and those bids will not be considered for further evaluation.

### **F.4. Pre-qualification bid documentation:**

The Pre-qualification bid documentation shall be evaluated in two sub-steps.

- a) Firstly, the documentation furnished by the vendor shall be examined prima facie to see if the technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of this project.
- b) In the second step, APHC may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in Pre-qualification bid documentation.

### **F.5. Technical bid documentation:**

Technical bid documentation shall be evaluated in two sub-steps.

- a) Firstly, the documentation furnished by the vendor shall be examined prima facie to see if the product /services offered, technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of this project.
- b) In the second step, APHC may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.

### **F.6. Award Criterion:**

Final choice of firm to execute the project shall be made on the basis of conformity to technical specifications, appropriateness of the product offered, capability of bidder to execute and service the project and appropriateness of financial offer from the point of view of cost-effectiveness over the entire maintenance period for the product/services.

**The Registrar (IT-cum-CPC),  
APHC**

## Section G – General Instructions to Bidders

### G.1. Definitions:

1. **Tender call or invitation for bids** means the detailed notification seeking a set of solution(s), service(s), materials or any combination of them.
2. **Specification** means the functional and technical specifications or statement of work, as the case may be.
3. **Firm** means a company, authority, co-operative or any other organization incorporated under appropriate statute as is applicable in the country of incorporation.
4. **Bidder** means any firm offering the solution(s), service(s) and/or materials required in the tender call. The word vendor when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder with whom APHC signs the contract for rendering of goods and services.
5. **Pre-qualification and Technical bid** means that part of the offer that provides information to facilitate assessment by APHC, professional, technical and financial standing of the bidder, conformity to specifications etc.
6. **Financial Bid** means that part of the offer, that provides price schedule, total project costs etc.
7. **Three Part Bid** means the pre-qualification bid, technical and financial bids submitted in Physical to APHC / through eProcurement portal.
8. **Two Part Bid** means the Technical bid (including Pre-Qualification) and financial bids submitted in physical to APHC / through eProcurement portal and their evaluation is sequential.
9. **Composite Bid** means a bid in which the technical and financial parts are combined into one, but their evaluation is sequential.
10. **Goods and Services** mean the solution(s), service(s), materials or a combination of them in the context of the tender call and specifications.
11. **The word goods** when used singly shall mean the hardware, firmware component of the goods and services.
12. **Maintenance Period** means period mentioned in bid document for maintaining the systems beyond warranty period.
13. **Prime Bidder** means a company part of the consortium wholly responsible for contractual obligations and act as Single Point of Contact for the contract management.

### G.2 General Eligibility

1. This invitation for bids is open to all firms both from within and outside India, who are eligible to do business in India under relevant Indian laws as is in force at the time of bidding subject to meeting the pre-qualification criterion.
2. Bidders marked/considered by APHC to be ineligible to participate for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
3. Bidder/Consortium Member debarred/ blacklisted by any Central or State Govt. / Quasi –Govt. Departments or organizations as on bid calling date for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
4. Breach of general or specific instructions for bidding, general and special conditions of contract with APHC or any of its user organizations may make a firm ineligible to participate in bidding process.

### **G.3 Bid forms**

1. Wherever a specific form is prescribed in the bid document, the bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.
2. For all other cases the bidder shall design a form to hold the required information.

### **G.4 Cost of bidding**

1. The bidder shall bear all costs associated with the preparation and submission of its bid, and APHC will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
2. Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

### **G.5 Clarification of bidding documents**

1. A prospective vendor requiring any clarification of the bidding documents may notify APHC contact Officer. Written copies / e-mail of the APHC response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.
2. The concerned person will respond to any request for clarification of bidding documents which it receives no later than bid clarification date mentioned in the notice prior to deadline for submission of bids prescribed in the tender notice. No clarification from any bidder shall be entertained after the close of date and time for seeking clarification mentioned in tender call notice. It is further clarified that APHC shall not entertain any correspondence regarding delay or non-receipt of clarification from APHC.

### **G.6 Amendment of bidding documents**

1. At any time prior to the deadline for submission of bids, APHC, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment.
2. All prospective bidders those who have received the bidding documents will be notified of the amendment and such modification will be binding on all bidders.
3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the APHC, at its discretion, may extend the deadline for the submission of bids.

### **G.7 Period of validity of bids**

1. Bids shall remain valid for the days or duration specified in the bid document, after the date of bid opening prescribed by APHC. A bid valid for a shorter period shall be rejected as non-responsive.
2. In exceptional circumstances, the APHC may solicit the bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. A bidder granting the request will not be permitted to modify its bid.

### **G.8 Submission of bids**

The bidders shall submit all the bids i.e., Pre-Qualification, Technical and Financial Bids on e-Procurement website only.

#### **G.9 Deadline for submission of bids**

1. Bids must be submitted on e-procurement website not later than the bid submission date and time specified in the tender call notice.
2. The APHC may, at its discretion, extend this deadline for the submission of bids by amending the tender call, in which case all rights and obligations of the APHC and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **G.10 Late bids**

Any bid not submitted through online, before bid closing time will be rejected.

#### **G.11 Modification and withdrawal of bids**

1. No bid can be modified subsequent to the deadline for submission of bids.
2. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval will result in the forfeiture of its bid security (EMD).

#### **G.12 General Business information:**

The bidder shall furnish general business information to facilitate assessment of its professional, technical and commercial capacity and reputation.

#### **G.13 Bid Security i.e. Earnest Money Deposit (EMD)**

1. The bidder shall furnish, as part of its bid, a bid security for the amount specified in the tender call notice.
2. The bid security is required by APHC to:
  - a. Assure bidder's continued interest till award of contract and
  - b. Conduct in accordance with bid conditions during the bid evaluation process.
3. The bid security shall be in Indian rupees and shall be a Bank Guarantee (BG) or an irrevocable letter of credit or cashier's certified check, issued by a reputable bank scheduled in India and having at least one branch office in Guntur /Vijayawada.
4. Unsuccessful bidder's bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by APHC.
5. The successful bidder's bid security will be discharged upon the bidder signing the contract, and furnishing the performance security,
6. The bid security may be forfeited:
  - a. if a bidder withdraws its bid during the period of bid validity or
  - b. in the case of a successful bidder, if the bidder fails:
    - i. to sign the contract in time; or
    - ii. to furnish performance security.

#### **G.14. Preparation of Pre-qualification bid**

It shall contain of the following parts:

1. General business information
2. Turnover details
3. Major clients' details
4. Service center details
5. Bid Security (EMD)
6. Any other relevant information

#### **G.15 Preparation of technical bid**

It shall consist of the following parts.

1. Technical documentation – confirmation to technical specifications etc.



2. Plan for in lab proof of concept, if required in tender call.
3. Plan for field demonstration if required in tender call
4. Detailed technical documentation, reference to various industry standards to which the goods and services included in vendor's offer conform, and other literature concerning the proposed solution. In particular, the vendors should identify areas in which their solution conforms to open standards and areas that are proprietary in nature. Justification about proprietary components in terms of functionality and performance should be given.
5. A statement about appropriateness of the product design and solution plan for operating conditions in India, including physical, infrastructure and human factors.
6. In the case of a bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized by the good's manufacturer or producer to supply the goods in India.
7. A statement of the serviceable life of goods and services offered by the firm. Available sources of maintenance and technical support during the serviceable life. Available sources of spare parts, special tools, etc. Necessary for the proper and continuing functioning of the goods and services, for the serviceable life.

#### **G.16 Preparation of financial bid**

##### **Overview of financial bid**

The financial bid should provide cost calculations corresponding to each component of the project.

8. Bid prices
  - a. The bidder shall indicate the unit prices (where applicable) and the total bid price of the goods/services it proposes to supply under the contract.
  - b. The bidder shall indicate Basic Prices and taxes, duties etc. (if required) in the form prescribed.
  - c. Bidder's separation of price components will be solely for the purpose of facilitating the comparison of bids by APHC and will not in any way limit the purchaser's right to contract on any of the terms offered.
  - d. Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account unless otherwise specified in the tender call. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
9. Bid currency:
 

Prices shall be quoted in Indian Rupees.

## **Section H – Standard Procedure for opening and evaluation of bids**

### **H.1. Outline of bid evaluation procedure**

1. The bid opening and evaluation process will be sequential in nature. Means that bidder must qualify a particular stage to be eligible for next stage. Immediately after the closing time, the APHC contact Officer will open the Pre-qualification bids and list them for further evaluation.
2. If it is a manual tender- the Technical and financial bid covers shall be listed and put into a bag to be sealed according to APHC procedure. The sealed bag of technical and financial bids shall be in custody of a designated officer for opening after evaluation of Pre-qualification bids. Thereafter, Technical bids of qualified bidders will be opened, keeping financial bid in sealed bag. Finally, financial bids of those bidders will be opened who are short listed in technical evaluation.
3. In case of composite bid – technical and financial bids combined together, first technical evaluation will be done followed by financial evaluation of only those bids, which have qualified in technical evaluation.
4. Any participating vendor may depute a representative to witness these processes.
5. The standard procedure, described here will stand appropriately modified, in view of special procedures of bid evaluation as mentioned in tender call or elsewhere in this bid document or APHC may deviate from these in specific circumstances if it feels that such deviation are unavoidable, or will improve speed of processing and consequent project execution.

### **H.2. General Guidelines for bid opening and evaluation:**

Bids will be in three parts (pre-qualification, technical and financial) or two parts (PQ & Technical bid together and financial) or composite bid (technical and financial bid together) as indicated in the tender call. For three part bids there will be three bid opening events, in two part bid there will be two bid opening events and in case of composite bids there will be only one bid opening event. Following guidelines will generally be followed by APHC officers at each such event. However, APHC may deviate from these in specific circumstances if it feels that such deviation are unavoidable, or will improve speed of processing and consequent project execution.

### **H.3 Opening of bids**

Bids will be opened on the e-Procurement web site at the scheduled time & date.

1. The bidders names, bid modifications or withdrawals, discounts, and the presence or absence of requisite bid security and such other details as the APHC officer at his/her discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened.
2. Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

### **H.4. Preliminary examination of Bids**

1. Preliminary scrutiny will be made to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the vendor does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
3. APHC may waive any minor informality, nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
4. Prior to the detailed evaluation, APHC will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations.
5. If a bid is not substantially responsive, it will be rejected by the APHC and may not subsequently be made responsive by the bidder by correction of the nonconformity.

#### **H.5. Clarification of bids**

During evaluation of the bids, APHC may, at its discretion, ask the bidder for clarification of its bid.

Any Queries / representations should be submitted within two (2) days from the date of publishing of the tender. APHC reserves the right to consider or not to consider the Queries received from the bidders.

#### **H.6.Evaluation of Pre – qualification bids**

Pre – qualification bid documentation shall be evaluated in two sub-steps.

1. Firstly, the documentation furnished by the vendor will be examined prima facie to see if the technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of this project.
2. In the second step, APHC may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.

#### **H.7. Evaluation of Technical bids.**

Technical bid documentation shall be evaluated in two sub-steps.

1. Firstly, the documentation furnished by the vendor will be examined prima facie to see if the offer made, technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of this project.
2. In the second step, APHC may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.

#### **H.8. In lab proof of concept**

The lab proof of concept on demand may be organized either in APHC or in the vendor's lab by mutual discussion. In case it is organized APHC would make available generic hardware for this purpose. Application specific hardware and software will have to be brought in by the vendor.

#### **H.9. Field demonstration**

APHC will identify a part or segment of the proposed project site. The concerned bidder, on demand, should be able to demonstrate functional requirements as described in the specifications.

#### **H.10. Evaluation of financial bids**

Financial bids of those vendors who satisfy all phases of the pre-qualification and technical bid and corresponding to chosen technical bid choices will only be opened. All other financial bids will be ignored. APHC will assess the nature of financial offers and may pursue any or all of the options mentioned under financial bid APHC may at its discretion discuss with vendor(s) available at this stage to clarify contents of financial offer.

1. Bids will be evaluated Tender wise.
2. ***Evaluation of Financial Bids will be including taxes.***

#### **H.11. Evaluation and comparison of financial bids**

1. Evaluation of financial bids will exclude and not take into account any offer not asked for or not relevant to the present requirements of user.
2. Evaluation of financial bid will take into account, in addition to the basic bid price, one or more of the following factors
  - a. The projected costs for the entire contract period;
  - b. Past track record of bidder in supply/ services and
  - c. Any other specific criteria indicated in the tender call and/or in the specifications.

#### **H.12. Performance and productivity of the equipment**

Bidders shall state the guaranteed performance or efficiency in response to the specifications.

#### **H.13. Contacting APHC**

1. Bidder shall not approach APHC officers outside of office hours and / or outside APHC office premises, from the time of the tender call notice to the time the contract is awarded.
2. Any effort by a bidder to influence APHC officers in the decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder's offer and bidder may also be marked as ineligible for future bids. If the bidder wishes to bring additional information to the notice of the APHC, it should do so in writing.

#### **H.14. APHC' right to vary quantities at time of award**

1. APHC reserves the right at the time of award to increase or decrease the quantity, as indicated in tender call, from the quantity of goods and services originally specified in the specification without any change in unit price or other terms and conditions.
2. APHC reserves the right to place the repeat orders at the quoted price, in addition to the Quantity for which bid has been called for. However, this condition will not create any right to the bidder to demand such repeat order. During the validity of the contract period thereof, the bidder should be ready to supply any number. of devices as requested.

#### **H.15. APHC' right to accept any bid and to reject any or all bids.**

1. Any deviations in the formats may make the bid liable for rejection.
2. APHC reserves the right to modify / extend / cancel the tender at any point of time without giving any prior notice / any reasoning.

#### **H.16. Notification of award**

1. Prior to expiration of the period of bid validity, APHC will notify the successful bidder in writing, that its bid has been accepted.

2. Upon the successful bidder's furnishing of performance security, APTS will promptly notify each unsuccessful bidder and will discharge its bid security.

#### **H.17. Signing of contract**

1. At the same time as the APHC notifies the successful bidder that its bid has been accepted, the APHC will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
2. On receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the APHC.

#### **H.18. Performance security**

1. On receipt of notification of award from the APHC, the successful bidder shall furnish the performance security in accordance with the conditions of contract, in the performance security form provided in the bidding documents or in another form acceptable to the APHC.
2. Failure of the successful bidder to sign the contract, proposed in this document and as may be modified, elaborated or amended through the award letter, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the APHC may make the award to another bidder or call for new bids.

#### **H.19. Corrupt, fraudulent and unethical practices**

1. **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process of contract execution and
2. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition:
3. **"Unethical practice"** means any activity on the part of bidder, which try to circumvent tender process in any way. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc after opening of first bid will be treated as unethical practice.
4. APHC will reject a proposal for award and also may debar the bidder for future tenders in APHC, if it determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or in executing a contract.

#### **H.20. Negotiation**

APHC reserves its right to negotiate with the lowest quoted bidder including technical specifications.

## Section I – General Conditions of Proposed Contract (GCC)

### I.1. Definitions

In this contract, the following terms shall be interpreted as indicated. Terms defined in general instructions to bidders section shall have the same meaning.

1. **“Contract”** means the agreement entered into between the APHC and the vendor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
2. **“Contract Price”** means the price payable to the vendor under the contract for the full and proper performance of its contractual obligations;
3. **“Incidental Services”** means those services ancillary to the supply of the goods and services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the vendor covered under the contract;
4. **“GCC”** means the general conditions of contract contained in this section.
5. **“SCC”** means the special conditions of contract if any.
6. **“APHC”** means the **High Court of Andhra Pradesh**.
7. **“Purchaser/ User”** means ultimate recipient of goods and services
8. **“Vendor or Bidder”** means the individual or firm supplying the goods and services
9. under this contract.
10. **“Project Site”**, where applicable, means the place(s) where goods/services are to be made available to user.
11. **“Day”** means calendar day.
12. **“Up Time”** means the time period when specified services with specified technical and service standards are available to user(s)
13. **“Down Time”** means the time period when specified services with specified technical and service standards are not available to user(s).

### I.2 Application

These general conditions shall apply to the extent that they are not superseded by provisions of other parts of the contract.

### I.3 Standards

The goods supplied under this contract shall conform to the standards mentioned in the specifications, and, when no applicable standard is mentioned, the authoritative standards appropriate to the goods' country of origin shall apply. Such standard shall be the latest issued by the concerned institution.

### I.4 Use of documents and information

1. The vendor shall not, without prior written consent from APHC, disclose/share/use the bid document, contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the APHC in connection therewith, to any person other than a person employed by the vendor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
2. The Vendor shall not, without prior written consent of APHC, make use of any document or information made available for the project, except for purposes of performing the Contract.

3. All project related document (including this bid document) issued by APHC, other than the contract itself, shall remain the property of the APHC and shall be returned (in all copies) to the APHC on completion of the Vendor's performance under the contract if so required by the APHC.

#### **I.5. User license and patent rights**

1. The Vendor shall provide licenses for all software products, whether developed by it or acquired from others. In the event of any claim asserted by a third party for software piracy, the vendor shall act expeditiously to extinguish such claim. If the vendor fails to comply and the APHC is required to pay compensation to a third party resulting from such software piracy, the vendor shall be responsible for compensation including all expenses, court costs and lawyer fees. The APHC will give notice to the vendor of such claim, if it is made, without delay.
2. The Vendor shall indemnify the purchases against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software package or any part thereof.

#### **I.6. Performance security**

1. On receipt of notification of award, the Vendor shall furnish performance security to APHC in accordance with bid document requirement.
2. The proceed of the performance security shall be payable to the APHC as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
3. The performance security shall be denominated in Indian rupees or in a freely convertible currency acceptable to APHC and shall be in one of the following forms:
  - a. A bank guarantee or an irrevocable letter of credit, issued by a reputed bank located in India with at least one branch office in Guntur/Vijayawada, in the form provided in the bidding document or another form acceptable to the APHC; or
  - b. A cashier's cheque or banker's certified cheque or crossed demand draft or pay order drawn in favor of the APHC.
4. The performance security will be discharged by the APHC and returned to the Vendor not later than thirty (30) days following the date of completion of all formalities under the contract and if activities, post warranty, by the Vendor is envisaged, following receipt of a performance guarantee for annual maintenance as per bid document.
5. In the event of any contract amendment, the vendor shall, within 15 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the Contract.

#### **I.7. Manuals and drawings**

1. Before the goods and services are taken over by the user, the Vendor shall supply operation and maintenance manuals, (together with drawings of the goods and services where applicable).
2. The Vendor shall provide complete technical documentation of hardware, firmware, all subsystems, operating systems, compiler, system software and the other software(s).
3. The manuals and drawings wherever applicable shall be in English or Telugu.
4. At least one set of the manuals should be supplied to APHC.



5. Unless and otherwise agreed, the goods and services shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the user.

#### **I.8. Inspection and acceptance tests**

1. Inspection and tests prior to shipment of Goods and at final acceptance are as follows:
  - a. If required, the inspection of the goods shall be carried out to check whether the goods are in conformity with the specifications mentioned in the bid document. Following broad test procedure will generally be followed for inspection and testing of hardware and firm wares. The vendor will dispatch the goods to the ultimate consignee after internal inspection testing along with the supplier's inspection report, manufacturer's warranty certificate. The agency/agent of APHC will test the equipment after completion of the installation and commissioning at the site of the installation. (If site preparation is not included in the tender call or specification, the vendor should furnish all details of the site requirement to the APHC sufficiently in advance so as to get the works completed before receipt of the equipment.)
  - b. The Inspections and tests, at the discretion of APHC, may be conducted on the premises of the Vendor or its subcontractor(s), at point of delivery, and / or at the good's final destination. If conducted on the premises of the Vendor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the APHC.
  - c. Should any inspected or tested goods fail to conform to the specifications the APHC may reject the goods, and the vendor shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to the APHC/user.
  - d. APHC or its agent right to inspect, test and, where necessary reject the goods after the goods' arrival at user's site shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the APHC or its representative prior to the goods shipment from the country of origin.
  - e. Nothing in this clause shall in any way release the vendor from any warranty or other obligations under this contract.
  - f. The acceptance test will be conducted by the APHC, their consultant or any other person nominated by the APHC, at its option. There shall not be any additional charges for carrying out acceptance tests. Any reduction in functional requirements, and performance specifications shall be ground for failure. Any malfunction, partial or complete failure of any part of hardware, firmware or bugs in the software shall be grounds for failure of acceptance test. All the software should be complete, and no missing modules / sections will be allowed. The vendor shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the APHC, the successful completion of the test specified. An average uptake efficiency of 97% for the duration of test period (7 days) shall be considered as satisfactory.



- g. In the event of the hardware and software failing to pass the acceptance test, A period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the APHC reserves the rights to get the Equipment replaced by the vendor at no extra cost to the APHC/user.

#### **I.9. Acceptance certificates**

On successful completion of acceptability test, receipt of deliverables etc, and after APHC is satisfied with the working of the system, the acceptance certificate signed by the vendor and the representative of the APHC will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

#### **I.10. Packing**

1. The vendor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the APHC.

#### **I.11. Delivery and documents**

Delivery of the goods/services shall be made by the vendor in accordance with the terms specified in the Schedule of requirements. The details of shipping and / or other documents to be furnished and submitted by the vendor are specified below.

##### **A) For Goods supplied from abroad:**

1. Within 24 hours of shipment, the Vendor shall notify the APHC and the Insurance Company by cable or telex or fax full details of the shipment including contract number, description of goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Vendor shall mail the following documents to the APHC, with a copy to the Insurance Company.
2. Four copies of supplier's invoice showing goods description, quantity, unit price and total amount;
3. 4 copies of packing list identifying contents of each package;
4. Insurance certificate; Manufacturer's/Supplier's warranty certificate;
5. Inspection certificate, issued by the nominated inspection agency and
6. The Supplier's factory inspection report; and Certificate of origin.
7. The above documents shall be received by the APHC at least one week before arrival of Goods at the port or place of arrival and, if not received, the Vendor will be responsible for any consequent expenses.

##### **B) For Goods from within India:**

Upon delivery of the goods to the user, the vendor shall notify the APHC and mail the following documents to the APHC:

1. Four copies of the Vendor invoice showing goods description, quantity, unit price total amount;
2. Delivery note, or acknowledgement of receipt of goods from the user;
3. Manufacturer's or Supplier's warranty certificate;
4. Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report.
5. Certificate of Origin;
6. Insurance policy;
7. Excise gate pass Octroi receipts wherever applicable duly sealed indicating payments made; and
8. Any of the documents evidencing payment of statutory taxes.
9. The above documents shall be received by the APHC before arrival of the Goods (except deliver note and where it is handed over to the user with all documents) and if not received, the vendor will be responsible for any consequent expenses.

#### **I.12. Insurance**

1. It is suggested that the goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery up to user site.
2. The insurance should be for replacement value from "Warehouse to warehouse (final destination)" on "All Risks" valid upto 3 months till completion of delivery, installation and commissioning.

#### **I.13. Transportation**

Transport of the goods to the project site(s) shall be arranged by the vendor at his cost.

#### **I.14. Hardware Installation**

The vendor is responsible for all unpacking, assemblies, installations and connecting to power supplies. The vendor will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the Servers to be installed in the District Court Complexes in the State of Andhra Pradesh.

#### **I.15. Incidental services**

The Vendor may be required to provide any or all the following services, including additional services:

1. Performance or supervision or maintenance and/or repair of the supplied goods and services, for a period of time agreed by the parties, provided that this service shall not relieve the Vendor of any warranty obligations under this Contract, and
2. Training of APHC and/or its user organization personnel, at the Vendor's site and / or onsite, in assembly, start-up, operation, maintenance and/or repair of the supplied goods and services.
3. Prices charged by the Vendor for the preceding incidental services, if any, should be indicated separately (if required), and same will be mutually negotiated separately.

#### **I.16. Spare parts**

1. The Vendor may be required to provide any or all of the following materials, notifications and information pertaining to spare parts manufactured or distributed by the Vendor.

2. Such spare parts as the APHC may elect to purchase from the Vendor, provided that this election shall not relieve the Vendor of any warranty obligations under the contract and
3. In the event of termination of production of the spare parts, an advance notification to the APHC of the pending termination, in sufficient time to permit the APHC to procure needed requirements and
4. The Vendor shall ensure availability of spares in stock at his nearest service centre for immediate delivery such spare parts as: (a) are necessary for a minimum of 5 years of operation after installation at the Purchaser's sites (b) are necessary to comply with specifications.

#### **I.17. Warranty**

1. The Vendor warrants that the goods and services supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Vendor further warrants that all goods and services supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Vendor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
2. The warranty period shall be as stated in bid document. The Vendor shall, in addition, comply with the performance guarantees specified under the contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part, the Vendor shall, make such changes, modifications, and/or additions to the goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expenses and to carry out further performance tests.
3. The equipment supplied should achieve required up time.
4. APHC /user shall promptly notify the Vendor in writing of any claims arising under this warranty.
5. Upon receipt of such notice, the Vendor shall, within the period specified in GCC and with all reasonable speed, repair or replace the defective goods and services or parts thereof, without costs to the user.
6. If the Vendor, having been notified, fails to remedy the defect(s) within a reasonable period, the APHC /user may proceed to take such remedial action as may be necessary, at the vendor's risk and expense and without prejudice to any other rights which the APHC /user may have against the Vendor under the contract.

#### **I.18. Maintenance service**

1. Free maintenance services including spares shall be provided by the vendor during the period of warranty. User, at its discretion may ask the vendor to provide maintenance services after warranty period, i.e. Annual maintenance and repairs of the system at the rates indicated by bidder in its proposal and on being asked so, the vendor shall provide the same. The cost of annual maintenance and repairs cost (after warranty period), which will include cost of spares replaced, shall be paid in equal quarterly installments at the end of each quarter.

2. The maximum response time for maintenance complaint from any of the destination (i.e. time required for supplier's maintenance engineers to report to the installations after a request call/telegram is made or letter is written) shall not exceed 48 hours.
3. The vendor will accomplish preventive and breakdown maintenance activities to ensure that all hardware, and firmware execute without defect or interruption for at least required up time.
4. In case up time is less than the stipulated up time, penalty as indicated in the bid document shall be imposed on the vendor.
5. The amount of penalty if any, will be recovered at source from the performance guarantee during the warranty or from annual maintenance charges payable as the case may be.

#### **I.19. Payment**

1. The vendor's request(s) for payment shall be made to the APHC / Department in writing, accompanied by an invoice describing, as appropriate, the goods/service delivered/ performed.
2. Payments shall be made promptly by the APHC /User Department, but in no case later than (30) days after submission of a valid invoice or claim by the vendor through CFMS..
3. The currency of payment will be Indian rupees.
4. Payment shall be made as indicated in Bid document.
5. The annual maintenance and repair cost as per separate agreement if any, shall be paid in equal quarterly installments at the end of each quarter as per the rates quoted and agreed.
6. Payment will be made through Cheque/online.

#### **I.20. Prices**

Prices charged by the Vendor for goods delivered and services performed under the contract shall not vary from the prices quoted by the Vendor in its bid, with the exception if any price adjustments authorized in special conditions of contract or in the request for bid validity extension, as the case may be.

#### **I.21. Change orders**

APHC may, at any time, by written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:

1. Drawing, designs, or specifications, where Goods to be supplied under the Contract are to be specifically manufactured for the APHC;
2. The method of shipment or packing;
3. The place of delivery and/or the services to be provided by the Vendor.
4. If any such change causes an increase or decrease in the cost of, or the time required for, the vendor's performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended.
5. Any claims by the Vendor for adjustment under this clause must be asserted within thirty (30) days from the date of the Vendor's receipt of the change order.

#### **I.22. Contract amendment**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

### **I.23. Assignment**

The Vendor shall not assign, in whole or in part, its obligations to perform under this

Contract, except with the prior written consent from APHC.

### **I.24. Subcontracts**

The Vendor shall notify the APHC in writing of all subcontracts awarded under this contract if not already specified in the bidder's proposal. Such notification, in the original bid or later, shall not relieve the Vendor from any liability or obligation under the contract. Subcontract shall be only for bought-out items and sub-assemblies.

### **I.25. Delays in the supplier's performance**

1. Delivery of the Goods and performance of the services shall be made by the Vendor in accordance with the time schedule specified by the APHC in the specifications.
2. If at any time during performance of the Contract, the Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the Vendor shall promptly notify the APHC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the vendor's notice, APHC shall evaluate the situation and may at its discretion extend the Vendor's time for performance, with or without liquidated damages.
3. A delay by the Vendor in the performance of its delivery obligations shall render the vendor liable to the imposition of appropriate liquidated damages, unless an extension of time is agreed upon by APHC without liquidated damages.

### **I.26. Liquidated damages**

If the Vendor fails to deliver any or all of the goods or perform the services within the time period(s) specified in the Contract, the APHC shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to, as per the terms indicated in the bid document, until actual delivery or performance, subject to maximum limit. Once the maximum is reached, the APHC may consider termination of the contract.

### **I.27. Termination for default**

1. The APHC, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate the Contract in whole or in part:
  - a. if the Vendor fails to deliver any or all of the Goods/services within the time period(s) specified in the contract, or within any extension thereof granted by the APHC pursuant to Clause 25 of GCC or
  - b. if the Vendor fails to perform any other obligation(s) under the Contract or
  - c. if the Vendor, in the judgment of the APHC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

2. In the event the APHC terminated the contract in whole or in part, APHC may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the Vendor shall be liable to the APHC for any excess costs for such similar goods or services. However, the Vendor shall continue performance of the contract to the extent not terminated.

#### **I.28. Force majeure**

1. The Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the APTS in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
3. If a Force Majeure situation arises, the Vendor shall promptly notify the APHC in writing of such condition and the cause thereof. Unless otherwise directed by the APHC in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **I.29. Termination for insolvency**

APHC may at any time terminate the contract by giving 30 days written notice to the Vendor if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the APHC.

#### **I.30. Termination for convenience**

1. APHC, may at any time by giving 30 days written notice to the Vendor, terminate the Contract, in whole or in part, for its convenience. The notice of termination shall specify that termination is for the APHC/Purchaser's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.
2. The goods that are complete and ready for shipment within thirty (30) days after the vendor's receipt of notice of termination shall be accepted by the APHC at the contract terms and prices. For the remaining Goods, the APHC may elect to have any portion completed and delivered at the contract terms and prices at its discretion.

#### **I.31. Resolution of disputes**

1. APHC and Vendor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
2. If, after thirty (30) days from the commencement of such informal negotiations, the APHC and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by a third party.

3. The dispute resolution mechanism shall be as follows:
4. In case of a dispute or difference arising between the APHC and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, of India, 1996.

#### **I.32. Governing language**

The contract shall be written in English or Telugu. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in same languages.

#### **I.33. Applicable law**

The contract shall be interpreted in accordance with appropriate Indian laws.

#### **I.34. Notices**

1. Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by email, cable or facsimile and confirmed in writing to the other party's address.
2. A notice shall be effective when delivered or tendered to other party whichever is earlier.

#### **I.35. Taxes and duties**

The vendor shall be entirely responsible for all taxes, duties, license fee Octroi, road permits etc. incurred until delivery of the contracted Goods/services at the site of the APHC or as per the terms of tender document if specifically mentioned. However any new taxes introduced by GoI / GoAP during validity of the contract it will be applicable to both parties (i.e. Supplier / Purchaser)

#### **I.36. Licensing considerations**

The software/Firmware mentioned in the Schedules of Requirement will be used throughout Andhra Pradesh or user's sites even outside Andhra Pradesh.

#### **I.37. Protection against damages- site conditions:**

1. The system shall not be prone to damage during power failures and trip outs. The normal voltage and frequency conditions available at site are as under:
  - a. Voltage 230 Volts
  - b. Frequency 50Hz.
2. However, locations may suffer from low voltage conditions with voltage dropping to as low as 160 volts and high voltage conditions with voltage going as high as 220 + 20% volts. Frequency could drop to 50Hz + 2%. The ambient temperature may vary from 10oC to 48oC. The relative humidity may range in between 5% to 95%.
3. The goods supplied under the contract should provide protection against damage under above conditions.

#### **I.38. Fail-safe procedure**

The vendor should indicate in detail fail-safe procedure(s) for the following:

1. Power failure
2. Voltage variation
3. Frequency variation
4. Temperature and humidity variations.



**I.39. Training:**

For each hardware, firmware and software component installed, for the devices, the Vendor may be required to train the designated APHC and user personnel to enable them to effectively operate the total system. The training, if required, shall be given, as specified in the SCC at the locations specified. The training schedule will be agreed to by both parties during the performance of the Contract.

**I.40. Site Preparation and Installation:**

The Purchaser is solely responsible for the construction of the installation sites except where it is specifically required under bid document. The bidder will designate to perform a site inspection to verify the appropriateness of the sites before the installation of every hardware related components / item(s).



## Section J – Model Contract Form

Contract Ref No: \_\_\_\_\_

THIS AGREEMENT is made on \_\_\_\_ day of \_\_\_\_\_

BETWEEN

1. *The Registrar (IT-cum-CPC), High Court of Andhra Pradesh, Nelapadu, Amaravati Pin Code 522237* or HoD of User Department (hereinafter called “the Purchaser”), on behalf of High Court of Andhra Pradesh at Amaravati, AP and
2. \_\_\_\_\_ a company incorporated under the laws of India and having its registered office at \_\_\_\_\_. (Hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bid for certain goods and ancillary services viz., *Supply and Installation of \_\_\_\_\_ for supply at \_\_\_\_\_* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of Rs. \_\_\_\_\_ (\_\_\_\_\_.) including all taxes and duties (hereinafter called as “the Contract Price”)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of bid document referred to

### 1. Scope of the Work

Brief outline of the work: *To Supply & Installation of devices/products/items as per the staggered orders issued time to time during the contract period \_\_\_\_\_ at \_\_\_\_\_.* The detailed scope is as covered in RFP and subsequent clarifications.

### 2. Contract Documents

#### 2.1. Contract Documents

The following documents shall constitute the Contract between the User and the Supplier, and each shall be read and construed as an integral part of the Contract:

- I. This Contract Agreement and the Annexures attached to the Contract Agreement
- II. Notification of award
- III. Pre – bid conference minutes
- IV. Bid document Ref No. \_\_\_\_\_ Dt. \_\_\_\_\_

#### 2.2. Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in 2.1(Contract Documents) above, provided that Schedule of Amendments contained in Annexure IV shall prevail over all provisions of the

Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in 2.1 above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 5.1. Brief particulars of the goods and services which shall be supplied /provided by the supplier are as under:

Sl. No	Solution, Service, or Material	Max. Qty	Unit Price
1.			
2.			
3.			
	Grand Total		

5.2 DELIVERY SCHEDULE : \_\_\_\_\_  
5.3 WARRANTY: \_\_\_\_\_  
5.4 SUPPLIERS RESPONSIBILITY : \_\_\_\_\_  
5.5 UP TIME % : \_\_\_\_\_  
5.6 EXIT CLAUSE : \_\_\_\_\_  
5.7 PAYMENT TERMS : \_\_\_\_\_

IN WITNESS WHEREOF the Purchaser and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the Purchaser

Signed: \_\_\_\_\_  
In the capacity of The Registrar (IT-cum-CPC) / *HoD of User Department*

in the presence of \_\_\_\_\_

For and on behalf of the Supplier

Signed: \_\_\_\_\_

in the capacity of-----, M/s. \_\_\_\_\_

in the presence of \_\_\_\_\_

Items	Configuration Required	Qty	Unit Price

#### **Annexure – IV**

##### Amendments & Other Documents

S.No.	Amendment No	Date	Amendment Description

**Section K – Annexures**  
**Annexure I – Bid Security (EMD) BG Form**

APHC Ref. No.....

**Bid Security (EMD) Form**

(To be issued by a bank scheduled in India and having at least one branch in Guntur or Vijayawada)

Whereas..... (Here in after called “the Bidder”) has submitted its bid Dated ..... (Date) for the execution of..... (Here in after called “the Bid”)

KNOW ALL MEN by these presents that We ..... of ..... having our registered office at..... (hereinafter called the “Bank”) are bound into the High Court of Andhra Pradesh. (hereinafter called “The APHC”) in the sum of ..... for which payment well and truly to be made to the said APHC itself, its successors and assignees by these presents.

The conditions of this obligation are:

1. If the bidder withdraws its bid during the period of bid validity or
2. If the bidder, having been notified of the acceptance of its bid by the APHC during the period of bid validity:
  - a. fails or refuses to execute the contract form if required; or
  - b. fails or refuses to furnish the performance security, in accordance with the bid requirement;
  - c. Submits fake documents.

We undertake to pay the APHC up to the above amount upon receipt of its first written demand, without the APHC having to substantiate its demand, provided that in its demand the APHC will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Place:  
Date:

Signature of the Bank  
and seal.

## **Annexure II – Performance Security BG Form**

APHC Ref. No.....

### **Performance Security Form**

(To be issued by a bank scheduled in India and having at least one branch in Guntur or Vijayawada)

To: ..... (Address of APHC)

WHEREAS..... (Name of Vendor) hereinafter called “the Vendor” has undertaken, in pursuance of Contract No..... Dated ... (Date), to supply..... called “the Contract”.

AND WHEREAS it has been stipulated by you in the said Contract that the Vendor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

WHEREAS we have agreed to give the Vendor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Vendor, up to a total of Rs. .... and we undertake to pay you, upon your first written demand declaring the Vendor to be in default under the Contract and without cavil or argument, any sum or sums within the limit of Rs..... . (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ..... day of..... (Date)

Place:

Date:

Signature and seal of guarantors

Annexure III – Model Installation cum AT Report

(On Company Letterhead with other statutory details)

IR No.,

IR date

Office Name & Location:

I. Rack Server:

Qty:

S.NO. : (Attach separate sheet quantity is more)

SN	Complete specifications as per RFP/Tender Document are to be mentioned such as	Functionality
1	Please include All Specifications As per Section D Item wise and include amendments if any	

**General Remarks:**

**Signature of Installation Engineer**  
**Name**  
**Contact No.**

**Signature of Dept. Official**  
**with Name, Contact No., Seal & Date**

## Section L – Bid Forms

### Bid Letter Form

From:  
(Registered name and address of the bidder.)

To:  
The Registrar (IT-cum-CPC),  
High Court of Andhra Pradesh,  
Nelapadu, Tulluru, Amaravati, Guntur District,  
Pincode-522237, Andhra Pradesh, India

Sir,

Having examined the bidding documents and amendments there on, we the undersigned, offer to provide services/execute the works including supply, delivery installation of hardware of Rack Servers and accessories, etc., firmware and software as the case may be, in conformity with the terms and conditions of the bidding document and amendments there on, for the following project in response to your tender Ref. No. \_\_\_\_\_ call dated .....

#### **Project title:**

We undertake to provide services/execute the above project or its part assigned to us in conformity with the said bidding documents in accordance with the schedule of prices attached herewith/submitted through online bid and coverage options made by APHC or its user organization.

If our bid is accepted, we undertake to;

1. Provide services/execute the work according to the time schedule specified in the bid document,
2. Obtain the performance guarantee of a bank in accordance with bid requirements for the due performance of the contract, and
3. Agree to abide by the bid conditions, including pre-bid meeting minutes if any, which remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.

We understand that you are not bound to accept the lowest or any bid you may receive, nor to give any reason for the rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Place:  
Date:

Bidder's signature  
and seal.

**Form P-1: Bidder Information, Company Registration Certificate**

1	Name of the organization	
2	Company Registration Certificate	
3	Year of establishment	
4	Registered Office Address	
5	Phone No.	
6	Fax No.	
7	Email	
8	Contact person details with phone no.	
9	No. of Support Engineers in AP Head Office	
10	Details of EMD furnished	
11	Details of Purchasing of Tender document.	Provide details like APHC Receipt No& Date. Or UTR No. and date.

\*Supporting documents to be attached along with Company Registration certificate

Place:

Date:

Bidder's signature  
and seal.



### Form P-2: Office in Andhra Pradesh with GST details

S. No.	Office in AP details	GST No.

In case of GST is not available Pl. submitting undertaking as per Pre-Qualification No. 2

### Form P-3: Manufacturer Authorization forms

SL. No	Item Details	MAF/ACP to be submitted
1	Rack Servers for the Use of District Court Complexes in the State of Andhra Pradesh.	YES

Note: MAF/ACP to be submitted for the above items.

Format: Manufacturer's Authorization Form

APHC Tender Ref.No.

#### Manufacturer Authorization

The authorization should be in the nature of a letter, memorandum or certificate regularly granted by the manufacturer to its channel partners, authorized solution providers, system integrators, distributors, etc. or a specific letter issued for purposes of this bid. Such communication should include statements / undertakings from the said manufacturer to the following effect:

1. Guarantee and warranty coverage in respect of the goods and services manufactured by the said manufacturer shall be honored by that manufacturer, their channel partners, distributors, authorized service centers as the case may be.
2. The manufacturer updates the bidder and their technical personnel with relevant technical literature, training and skill transfer workshops etc. on a regular basis.
3. The manufacturer provides back to back technical support to the said bidder on a continuing basis.
4. The said bidder is authorized to provide service and solutions using hardware, firmware and software as the case may be.

Note:

The letter of authority should be signed by a person competent and having the power of attorney to bind the manufacturer.

**Form P-4: Details of service centres in AP or undertaking**

SL. No	Full Address of service center	Contact person with phone No.	No. of support Engineers
A	B	C	D

**Form P-5: Bidder Turnover Details**

Turnover details as per pre-qualification criteria mentioned in Section B of this document (taking in to consideration all the amendments issued to this document if any) are to be provided along with **supporting documents**.

**Turnover Details**

Sl. No.	Financial Year	Turnover of the bidder in Rs.	Profit after Tax (Rs.)	Net worth in Rs.
	(1)	(2)	(3)	(4)
1	2020-21			
2	2021-22			
3	2022-23			

\*Audited Balance Sheet (P&L Account) should be enclosed

Place:

Bidder's signature  
and seal.

Date:

**Form P-6: Bidder/OEM sales**

i.e. FY 2020-21, 2021-22 & 2022-2023 (Item wise to be furnished along with P.O)

Sl. No	Customer Full Address	Year of supply	Items supplied to the customer	Qty
A	B	C	D	

## Form P-7 : Declaration Regarding Clean Track Record

To  
The Registrar (IT-cum-CPC),  
High Court of Andhra Pradesh,  
2<sup>nd</sup> Floor, Interim Judicial Complex, Nelapadu,  
Amaravati-522237, Andhra Pradesh, India

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No.\_\_\_\_\_]. I hereby declare that my Company/Consortium Partners has not been debarred/ blacklisted as on Bid calling date by any State Government, Central Government, Central & State Govt. Undertakings/enterprises/Organizations and by any other Quasi Government bodies/Organizations, in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices. I further certify that I am a competent officer in my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)  
Printed Name  
Designation  
Seal  
Date:  
Business Address:

**Form P-8 : Undertaking in compliance with GFR Rule 144(xi)**

Ref:

Date:

To

The Registrar (IT-cum-CPC),  
High Court of Andhra Pradesh,  
2<sup>nd</sup> Floor, Interim Judicial Complex, Nelapadu,  
Amaravati-522237, Andhra Pradesh, India

Dear Sir,

**Sub:** Tender for Supply and Commissioning Networking items to Hon'ble High Court of Andhra Pradesh – Request - Regarding.

**Ref:** Your Tender Reference \_\_\_\_\_

I/We, < Bidder / OEM Name> have read the clause regarding restrictions on procurement from a Bidder/ OEM of a Country which shares a land border with India.

I/We hereby certify that I/We, <OEM/Bidder Name> is not from any such country or, if from such a Country, has been registered with the following Competent Authority:

1. Details of competent authority:
2. Registration Certificate Ref. No.: \_\_\_\_\_ (copy to be enclosed)
3. Products for which registered: \_\_\_\_\_ (registration should be valid for the offered product)

I/We hereby certify that I/We in the event of becoming a successful bidder shall not sub-contract works to any Contractor from a Country which shares a land border with India unless such Contractor is registered with the Competent Authority, as per GFR rule 144(xi).

I/We hereby certify that I/We fulfil all requirements in this regard and eligible to be considered

For <OEM/Bidder>

Authorized signatory:

Name of the authorized person:

Designation:

Name of Bidder: \_\_\_\_\_ Stamp of Bidder: \_\_\_\_\_

**NOTE:**

1. The letter should be submitted on the Letter head of the Bidder / OEM and should be signed by the Authorised signatory.
2. Any deviation would lead to summary rejection of bids.
3. Where Applicable, evidence of valid registration of the Competent Authority shall be attached.

### Form T 1 – Technical Compliance Statement

Item wise technical compliance statement as per technical specifications mentioned in Section-D of this document (taking in to consideration all the amendments issued to this document, if any) is to be submitted in the following format:

#### Schedule I:

**Item No 1: Supply, Delivery and Installation of Rack Servers for the use of District Court Complex in the State of Andhra Pradesh.**

Sl. No.	Item Description	Specifications	Specification of proposed item along with Part Code, Qty. & Description if any (Part code details must be provided if available)	Compliance (Complied/ Higher/Lower)	Reference for proof of compliance (Required docs to be uploaded along with technical bid)
1	Make	<< Specify>>			
2	Model	<< Specify>>			
3	Chassis	1U Rack Mountable			
4	CPU	One processor Intel Xeon-Silver <b>4309Y</b> 2.8GHZ 8 Core 105W. Minimum two CPU Sockets must be there in server			
5	Memory	16 DIMM slots scalable up to 1TB should be available for future scalability. <b>32 GB DDR4 Memory</b>			
6	HDD Bays	Up to 8 SFF HDD/SSD			
7	Hard disk drive	Hot Plug SFF or LFF SAS/SATA (HDD/SSD) drives. <b>2.4TB x 4 SAS 12G 10K HDD must be installed</b>			
8	Controller	Server should be configured with two 480GB SSD for OS Boot Device with Hardware RAID 1. PCIe based RAID controller with 8GB Flash backed write cache, supporting RAID 0, 1, 10, 5, 6, 50, 60 etc.			
9	Networking Ports	two 1Gbps onboard RJ-45 network ports one 1Gbps remote management port			
10	Interfaces	Serial - 1 (Optional). 3 Nos of USB 2.0/3.0 Ports			
11	Bus Slots	Server should min one PCI-Express 4.0 x16 slot.			
12	Power Supply	Should support 2x 800W or higher hot-plug redundant			

		power supplies with upto 94% efficiency			
13	Fans	Redundant system fans			
14	Industry Standard Compliance	ACPI Compliant PCIe 4.0 Compliant WOL Support Microsoft® Logo certifications PXE Support USB 2.0/3.0 Compliant SMBIOS 3.2 Redfish API IPMI 2.0 TPM 1.2 and 2.0 support SNMP v3 TLS 1.2 DMTF Systems Management Architecture for Server Hardware Command Line (SMASH CLP) Active Directory v1 UEFI (Unified Extensible Firmware Interface Forum)			
15	System Security	UEFI Secure Boot Immutable Silicon Root of Trust Common Criteria certification Support for Commercial National Security Algorithms (CNSA) multi-factor Authentication Tamper-free updates - components digitally signed and verified Secure Recovery - recover critical firmware to known good state on detection of compromised FW Ability to rollback firmware Secure erase of data TPM (Trusted Platform Module) System Lockdown Rapid OS recovery & Automatic BIOS recovery CC-TCG Certification NIST SP 800-147B "BIOS Protection Guidelines for Servers Dynamic USB Port Management			
16	Latest Operating Systems and Virtualization Software Support	Microsoft Windows Server 2022 Red Hat Enterprise Linux (RHEL) 8.0 SUSE Linux Enterprise Server (SLES) Vmware 7.0, Ubuntu etc			

17	Provisioning	<p>1. Should support tool to provision server using RESTful API to discover and deploy servers at scale</p> <p>2. Provision one to many servers using own scripts to discover and deploy with Scripting Tool (STK) for Windows and Linux or Scripting Tools for Windows PowerShell</p>			
18	Firmware Security	<p>1. For firmware security, system should support remote management chip creating a fingerprint in the silicon, preventing servers from booting up unless the firmware matches the fingerprint. This feature should be immutable</p> <p>2. Should maintain repository for firmware and drivers recipes to aid rollback or patching of compromised firmware. Should also store Factory Recovery recipe preloaded to rollback to factory tested secured firmware</p>			
19	Embedded Remote Management and firmware security	<p>1. System remote management should support browser based graphical remote console along with Virtual Power button, remote boot using USB/CD/DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media/image/folder; It should support server power capping and historical reporting and should have support for multifactor authentication</p> <p>2. Server should have dedicated 1Gbps remote management port</p> <p>3. Server should have storage space earmarked to be used as a repository for firmware, drivers and software components. The components can be organized in to install sets and can be used to rollback/patch faulty firmware</p>			

		<p>4. Server should support agent less management using the out-of-band remote management port</p> <p>5. Applications to access the server remotely using popular handheld devices based on Android or Apple IOS should be available</p> <p>6. Should support managing multiple servers as one.</p> <p>7. Should support Restful API integration</p> <p>8. System should support embedded remote support to transmit hardware events directly to OEM or an authorized partner for automated phone home support</p> <p>9. Secure Erase designed to decommission/ repurpose servers.</p>			
20	Server Management	<p>Software should support dashboard view to quickly scan the managed resources to assess the overall health of the data center. It should provide an at-a-glance visual health summary of the resources user is authorized to view.</p> <p>The Dashboard minimum should display a health summary of the following:</p> <ul style="list-style-type: none"> <li>• Server Profiles</li> <li>• Server Hardware</li> <li>• Appliance alerts</li> </ul> <p>The Systems Management software should provide Role-based access control</p> <p>Zero Touch Provisioning (ZTP) with remote access</p> <p>Management software should support integration with popular virtualization platform management software like Vmware vCenter &amp; vRealize Operations, and Microsoft System Center &amp; Admin Center</p>			



		Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory and HDD.			
		Should provide an online portal that can be accessible from anywhere. The portal should provide one stop, online access to provide a personalized dashboard to monitor device health, hardware events, contract and warranty status. Should provide a visual status of individual devices and device groups. The Portal should be available on premise (at our location - console based) or off premise (in the cloud).			
		Should help to proactively identify out-of-date BIOS, drivers, and Server Management agents and enable the remote update of system software/firmware components.			
		Should have dashboard for firmware baselines while performing minimum required firmware checks and highlighting out-of-compliance devices for updates with the selected firmware baseline			
		support for quick sync and multi vector cooling			
		The Server Management Software should be of the same brand as of the server supplier.			
	Support	Minimum 5 years warranty with 24x7 Support should be there.			

**Form T2 – Model declaration form for undertaking of authenticity for IT Hardware Supplies**

**Undertaking of authenticity for IT Hardware Supplies**

1. This has reference to IT Hardware to be supplied/quoted in case we selected for the RFP Ref. No. \_\_\_\_\_ dated \_\_\_\_\_
2. We hereby undertake that all the components/parts/assembly/software used in the IT Hardware Supplies like Rack Servers for the use of District Court Complexes, etc., shall be original new components/parts/ assembly/software from respective OEMs of the products and that no refurbished/duplicate/secondhand components/parts assembly/software are being used or shall be used.
3. We undertake that the supplied equipment will be 100% in accordance with the specifications and features mentioned in the RFP/Tender.
  - a. We will prepare to the annexure to installation report and will be given to installation/service engineers while going for installation of equipment or devices.
  - b. Our Service Engineer/Installation engineer will demonstrate all the features and functions to the end user during the installation and obtain the signature installation report and annexure to the installation report.
4. We also undertake that in respect of licensed operating system if asked by you in the purchase order shall be supplied along with the authorized license certificate (eg Product Keys on Certification of Authenticity in case of Microsoft Windows Operating System) and also that it shall be sourced from the authorized source (eg Authorized Microsoft Channel in case of Microsoft Operating System or open source of Ubuntu Operating System)
5. Should you require, we shall produce certificate from our OEM Supplier in support of above undertaking at the time of delivery. It will be our responsibility to produce such letters from our OEM suppliers within a reasonable time.
6. In case we are found not complying with above at the time of delivery or during installation, for the IT Hardware already billed, we agree to take back such items if already supplied and return the money if any paid to us by you in this regard.

Authorized Signatory

Name

Designation

### Cost Sheet - Form F1

Sl.No.	Item details with <u>make</u> <u>and model</u>	Unit Price without taxes (Rs.)	Taxes/ Duties etc on unit Price (Rs.)	Unit Price with all taxes (Rs.)	QTY (Nos.)	Total price with taxes and duties etc (Rs.)
1	2	3	4	5	6	7

(Signature of Bidder)

Note: -

1. The evaluation of Financial Bids will be including taxes.
2. L1 will be decided on the Grand Total Price.
3. The bidder should enter commercial details on e-Procurement portal only.
4. If the price bid/Cost sheet is attached along with PQ/TQ documents, their bid will be disqualified.
5. Payment will be made as per actual quantities used.