

THE GAUHATI HIGH COURT
(THE HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)
KOHIMA BENCH

Q U O T A T I O N

Dated Kohima, the 05th May 2018

No.HC(K)01/2016/e-Courts Phase-II/86 :::: Sealed quotation are hereby invited from reputed firms for supply of External HDD 2 TB with Power adapter for supply, installation and maintenance at various district courts of Nagaland.

TECHNICAL SPECIFICATIONS

ITEM NO.1) External Hard Disk 2 TB for Court Complexes

2 TB USB Hard Disk (with external power adaptor) for Court Complexes	
Memory Storage Capacity	2 TB USB with external power adaptor
Connectivity	USB 3.0 with backward compatibility for USB 2.0, Gigabit Ethernet (RJ45)
Operating Systems Compatibility	Compliance with Linux & Windows partition types
Accessories	USB 3.0 cable, AC Power Adaptor
Power Adaptor	External
Features	Read & Write Storage access through network protocols like samba, cifs etc.
Warranty	3 Years
ALL THE ABOVE SPECIFICATIONS SHOULD BE READ AS EQUIVALENT OR BETTER.	

ELIGIBILITY CRITERIA

1. Bidder must have wide infrastructure support in the State of Nagaland. The bidders must submit details of their infrastructure and service centers with reference to locations and technical manpower, availability of inventory of spares etc. and also indicate their business model for providing warranty and after sales support. The Gauhati High Court Kohima Bench reserves the right to disqualify the bidder based on its past performance as

experienced by The Gauhati High Court Kohima Bench, during the last three consecutive years.

2. Bidders should provide escalation matrix for their sales & support function. The vendor must have a strong (24X 7) telephone/web based customer care cell and complaint registration mechanism.
3. A copy GST/VAT/ST/CST No. allotted by the Sales Tax Authorities, as well as PAN number of the firm allotted by the Income Tax authorities should be submitted. The bidder should be registered with Service tax department of the Government.

EMD & SECURITY DEPOSIT

1. The bidders are to submit EMD in original amounting to **Rs. 4000/- (Rupees Four Thousand only)** along with their bid in the form of Bank Draft/Banker's Cheque /Bank Guarantee from any nationalised bank in favour of the Registrar-cum-CPC, Gauhati High Court Kohima Bench, Kohima. Bank Draft/Banker's Cheque /Bank Guarantee from co-operative banks will not be accepted.
2. Validity of EMD should be atleast six months
3. The EMDs should reach the Gauhati High Court Kohima Bench on or before the last date of submission of bids.
4. The EMDs will be released after finalization of bid selection process. However, EMD in respect of the successful bidder will be retained as a Security Deposit till completion of successful delivery of the items.

PERFORMANCE BANK GUARANTEE

The successful bidder has to submit a Performance Bank Guarantee@ 8% of the total bill amount for a period of five years in the name of the Registrar,

Gauhati High Court Kohima Bench, Kohima, from any of the commercial banks as per format at the time of bill submission.

ONSITE WARRANTY AND MAINTENANCE

- i. The quoted item must have on-site comprehensive support and warranty for 5 Years.
- ii. The warranty period shall be taken into account from the date of completion of supply of products, its successful installation/commissioning and acceptance by Gauhati High Court Kohima Bench.
- iii. During warranty period, besides service/maintenance of Hardware, all spares for smooth functioning of the machinery shall also be provided at no extra cost.
- iv. The vendor should provide support for all supplied items in all the District/Subordinate Courts.
- v. The vendor should fulfill the following conditions during warranty period:
 - a. Any failure in the system or a subsystem thereof should be rectified within maximum period of 48 hours of lodging complaint at State Capitals and Sites with-public air- transport facilities. Normal transit time not exceeding 24 hours additionally will be allowed if the Site happens to be other than State Capital and Sites without public air-transport facilities.
 - b. Any system, failing at subsystem level at least three times in three months, displaying chronic system design or manufacturing defects or Quality Control problem or where the penalty amount on account of downtime for three months has crossed **15.0% of the system value, will** be totally replaced by the Vendor at his cost and risk within 30 days, from the date of last failure.

GENERAL TERMS & CONDITIONS

1. Processing fee of **Rs. 1000/-** in the form of Demand Draft drawn in favour of the Registrar-cum-CPC eCourts project, Gauhati High Court Kohima Bench, Kohima have to be submitted.

2. The bid should be valid for a minimum period of 180 days.
3. **PENALTY:** 0.2% (Zero point two percent) per day subject to maximum of **15 days on the non-execution Purchase Order Value**, thereafter the Gauhati High Court Kohima Bench holds the option for cancellation of the order and forfeit the EMD/ Security deposit of the vendor and the Gauhati High Court Kohima Bench holds the option of re-procuring the same from any other vendor at the risk and cost of the supplier.
4. The vendor will deliver and install the items at designated Court complex(s) as per the purchase order and obtain signature with date and stamp on Delivery and installation Challan(s) of the concerned IT Officers/Assistants and the Registrar-cum-CPC or his/her authorized person/nodal officer at the High Court.
5. The vendor will submit a copy of Delivery and Installation Challans to the concerned IT Officers/Assistants and the Registrar-cum-CPC or his/her authorized person/nodal officer at the High Court.
6. Payments shall be made after satisfactory execution of the order and supply/installation of material in satisfactory condition on bill basis.
7. Bills in triplicate along with original delivery & installation challans and Performance Bank Guarantee have to be submitted in the name of the Registrar-cum-CPC, Gauhati High Court Kohima Bench, Kohima, showing applicable GST/VAT, if any, separately, which shall be deducted at source.
8. In case of violation of terms and conditions of the tender document or **unsatisfactory supply of material or of poor quality and below standard**, Registrar, Gauhati High Court Kohima Bench, Kohima reserves the right to terminate the supply order with/without giving prior intimation to the supplier.
9. Prospective bidders desirous of participating in the tender process may submit their written queries to the undersigned before the date of pre-bid

meeting or within 5 days from the date of tender publication, in case of absence of pre-bid meeting. Based on queries received, if required, the Gauhati High Court Kohima Bench may amend the tender/issue corrigendum.

10. The Gauhati High Court Kohima Bench, Kohima may ask the successful bidder to enter into a separate agreement to carry out the work. The Registry in its discretion reserves the right to cancel the contract at any time with/without assigning any reason(s).
11. The Registry will deal with the tenderer directly and no middlemen/agents/commission agents etc. should be asked by the tenderers to represent their cause and they will not be entertained by the Registry.
12. The Registry, in its discretion, reserves the right to reject or accept any or all the tenders partly or completely at any time assigned with/without assigning any reason thereof.
13. Printed conditions mentioned in the tender bids submitted by vendors will not be binding on the Gauhati High Court Kohima Bench. All the terms and conditions for the supply, testing and installation, payment terms, penalty etc. will be as those mentioned in the bid document and no change/alterations in the terms and conditions by the vendors will be acceptable.
14. Upon verification, evaluation / assessment, if in case, any information furnished by the vendor is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.
15. No deviations from tender terms and conditions will be accepted. Any violation thereof will lead to the rejection of the bid.
16. **Indemnity:** The selected vendor shall indemnify the Gauhati High Court Kohima Bench against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware etc. and related services or any part thereof.

17. **Termination for Insolvency:** The Gauhati High Court Kohima Bench may at any time terminate the purchase order / contract by giving a 15(fifteen) days notice in writing to the Supplier, without any compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent.
18. The Gauhati High Court Kohima Bench will not be responsible for any misinterpretation or wrong assumption by the vendor, while responding to this tender.
19. The decision of the Registrar in all respect shall be final and binding on all.
20. All disputes relating to this contract shall be subject to Kohima jurisdiction only.
21. If any dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to be governed by the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings. The venue of arbitration shall be Kohima.
22. The decision of arbitrator shall be final and binding upon the parties.
23. Maximum period for delivery of items across Judicial Districts of Nagaland from the date of issuance of purchase order is **45 Days**.
24. Last date for submission of the bids is **10th May 2018**.

SUBMISSION OF BIDS:

The bidder shall seal the original Bank Draft/Pay order/Bank Guarantee for EMD and processing fee in an envelope. The Bidder shall mark its name and tender reference number on the back of the Bank Draft/ Pay order before sealing the same. The

address of the Gauhati High Court Kohima Bench, name and address of the bidder and the Tender Reference Number shall be marked on the envelope. The envelope shall also be marked with a Sentence “**NOT TO BE OPENED BEFORE THE DATE AND TIME OF BID OPENING**”. If the envelope is not marked as specified above, the Gauhati High Court Kohima Bench will not assume any responsibility for its misplacement, pre-mature opening etc.

The bidder shall deposit the envelope either with the Joint Registrar, Gauhati High Court Kohima Bench, 1st Floor, Annex Building or with the Deputy Registrar (Admn & Protocol), Gauhati High Court Kohima Bench, 1st Floor, Accounts Block on or before 15:30 hrs, on bid submission date. In case EMD and processing fee is sent through Speed Post in the name of the Registrar, Gauhati High Court Kohima Bench, it must be ensured that it reaches the Gauhati High Court Kohima Bench before date and time mentioned above. EMD and processing fee not meeting above deadlines will not be accepted and their uploaded bid will be rejected.

ASSISTANCE TO BIDDERS:

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority within 3(three) days from the date of publication of the tender to the Deputy Registrar (Admn & Protocol), Gauhati High Court Kohima Bench, Kohima.

DETAILED FINANCIAL BID FORMAT FOR THE ITEMS QUOTED

- Prices in Detailed Financial Bid should be quoted in the following format.
- All prices should be quoted for five-year warranty
- Prices should be quoted in Indian Rupees and indicated both in figures and words. Figures in words will prevail.
- Quoting incredibly low value of items with a view to subverting the tender process shall be rejected straight away and EMD of such vendor will be forfeited.
- Sum of all taxes to be given in Column 3 (Taxes).

SI No	Item Description	Basic Price (In Rs.)	Taxes/GST (In Rs.)	Unit Price (All inclusive) with five years warranty (In Rs.)	Indicative Quantity	Total Price (All inclusive) (In Rs.)	Percentage of Dollar (\$) Component of Col. 2
1	2	3	4=2+3	5	6=4x5	7	
1	External Hard Disk 2 TB				11		
GRAND TOTAL VALUE (GTV) in Rs.							
GRAND TOTAL VALUE (GTV) in words							
(Rupees _____)							

1. Unit Price (Column 4) should include packing, forwarding, freight, insurance, installation, commissioning, warranty or any other charges.
2. All fields in the financial bid format are MANDATORY.
3. Octroi and State Entry Tax should not be included in Column Taxes.

Authorized Signatory

Name:

Date:

Place:

SEAL

By order
Registrar-cum- Central Project Coordinator,
Gauhati High Court Kohima Bench, Kohima

LIST OF COURT COMPLEXES

**** 2 TB USB Hard Disk (with external power adapter)**

Sl. No.	Judicial District Name	Name of the Court Complex	Qty to be supplied DM and EM
1	Kohima	District Court Complex, Kohima	1
2	Dimapur	District Court Complex, Dimapur	1
3	Mokokchung	District Court Complex, Mokokchung	1
4	Tuensang	District Court Complex, Tuensang	1

5	Phek	District Court Complex, Phek	1
6	Kiphire	District Court Complex, Kiphire	1
7	Longleng	District Court Complex, Longleng	1
8	Peren	District Court Complex, Peren	1
9	Wokha	District Court Complex, Wokha	1
10	Zunheboto	District Court Complex, Zunheboto	1
11	Mon	District Court Complex, Mon	1
Total			11

Sd/-
Registrar-cum-CPC,
eCourts Project Nagaland
Gauhati High Court Kohima Bench