

HIGH COURT OF MADHYA PRADESH: JABALPUR

NOTICE INVITING TENDER

Sealed Tenders are invited for the supply of Oracle Database along with all necessary components as per the specifications, terms and conditions mentioned in the Tender document. The sealed tender complete in all respect addressed to the “**Registrar General, High Court of Madhya Pradesh, Jabalpur**” must be submitted by **27th February, 2016 before 3:00 PM**. The tender shall be opened on same day at **3:30 PM**. The complete tender document is available on the official website of the High Court of Madhya Pradesh www.mphc.gov.in and Government tender portal www.tenders.gov.in

Sd/-
REGISTRAR GENERAL

HIGH COURT OF MADHYA PRADESH: JABALPUR

TENDER DOCUMENT FOR THE SUPPLY OF ORACLE DATABASE AND OTHER RELATED COMPONENTS

No.:Reg(IT)(SA)/2016/86

Date:29/01/2016

INVITATION OF THE BID

The Registrar General, on behalf of High Court of Madhya Pradesh, Jabalpur invites sealed bids for the supply of Oracle Database and other component as per the specifications at **Chapter-4** from the original equipment manufacturers (OEM) or their authorized dealers or vendors or Service providers.

DETAILS OF THE BID:-

- i) Last date and time of receipt of bid: 27/02/2016 before 3:00 PM
- ii) Date and time of opening of bid : 27/02/2016 at 3:30 PM
- iii) Date and place of pre-bid meeting: 06/02/2016 at 11:30 AM

“Conference Hall, South Block, High Court of M.P., Jabalpur”

- iv) Place of submitting the bid: : **“Inward Section ,
High Court of M.P.,
Jabalpur”**

Address for communication:
Registrar General,
High Court of Madhya Pradesh
Jabalpur (M.P.)

Email: mphc@nic.in , Landline: 0761-2623358

BIDDING PROCEDURE

The prescribed tender documents consisting of (i) Technical Bid along with Earnest money deposit of Rs. 3,00,000 and tender fees of Rs. 10,000/- (ii) Financial Bid, sealed in a single envelope, superscribing **“Bid for supply of Oracle Database for the High Court of Madhya Pradesh, Jabalpur”** addressed to the **“Registrar General, High Court of M.P., Jabalpur”**

The Bid shall be accompanied by a *demand draft / pay order / Bank Guarantee* of ***Rs. 3,00,000/- (Rupees Three Lakh only)*** drawn in favour of ***“Registrar General, High Court of M.P., Jabalpur”*** towards the earnest money deposit and tender fees of ***Rs. 10,000/- (Rupees Ten Thousand only)*** in the form of demand draft in favour of ***“Registrar General, High Court of Madhya Pradesh, Jabalpur”***. Bids received without EMD and tender fees and not fulfilling the prescribed conditions will be summarily rejected and decision of the Registrar General, High Court of M.P., Jabalpur in this regard shall be final and binding.

Authorized signature of the Tenderer with seal

Note :

1. Offers received through Fax/Telex/email and incomplete will be rejected.
2. The Registrar General, High Court of M.P., Jabalpur have the right to accept or reject any or all bids in part or full, at its absolute discretion without assigning any reason, whatsoever or any notice.

CHAPTER-1

Instructions to Bidders

1. The tender document will form an integral part of the Contract to supply the Database and other components.
2. The tender document can also be directly downloaded from the website www.mphc.gov.in and Government tender portal www.tenders.gov.in . No editing, addition/deletion of the matter is permitted, If such action is observed at any stage, such Tenders are liable for outright rejection.
3. Only enclosed formats as provided in original should be used. **All sheets need to be submitted after affixing seal of the Company and signature of the authorized signatory.** Additional sheets, duly authenticated, may be attached to elucidated specifications or clarify the specific issues.
4. The prescribed Tender document consisting of (i) Technical Bid along with EMD and tender fees (ii) Financial Bid, sealed in a single envelope superscribing “***Bid for the Supply of Oracle Database for the High Court of Madhya Pradesh, Jabalpur***”.
5. Tender document should be signed and stamped by the bidder on each page accepting the terms and conditions of the Tender.
6. Tenderer has to submit Rs. **3,00,000/-** (Rupees Three Lakh only) drawn in favour of **Registrar General, High Court of M.P., Jabalpur** towards the Earnest Money Deposit in the form of *demand draft / pay order / Bank Guarantee* and tender fees of Rs. **10,000/-**(Rupees Ten Thousand only) in the form of demand draft.
7. The Registrar General, High Court of M.P. reserves right to forfeit the EMD amount on non-acceptance/non-compliance of offer in full or part or if it is found that Tenderer has misrepresented in any way.

8. The items can be supplied by the manufacturer directly or through their authorized dealer/authorized channel partners/distributors/service providers. However, **Letter of authorization from the manufacturer/parent company for this tender is to be enclosed along with the bid.**
9. The bidder shall quote the prices of Oracle database including all taxes, levies or other transportation charges. No price revision/alternative will be allowed after the receipt of the Bid.
10. All prices and other information in this regard having a bearing on the price shall be written both in figures and words in the prescribed offer form.
11. Any conditions/terms given in the bid by vendors shall not be binding on the High Court of M.P., Jabalpur. All the terms and conditions for the supply, delivery, payment, warranty, penalty, etc. will be as given herein and no change in any term or condition by the vendors will be acceptable.
12. The firms should also submit a list of their **clients/customers (with complete name, address of the firms and telephone no. of the contact person therein) along with the Bid.**
13. Canvassing in any form will be viewed seriously and if any Tenderer is found to be resorting to such practice, the Tender of such firm will be rejected.
14. The bidder should quote only for the specific reputed brands/models giving details of make, brand, model number etc.
15. The cost quoted should include the cost of supply, media, installation, training etc. at onsite.
16. Against vendor's compliance column in technical specifications, only **Yes/No**, as the case may be, should be mentioned.
17. All columns of this bid should be filled. Any additional information should be enclosed separately and referred to in the relevant column of the bid form. All relevant product literature may be enclosed with the bid along with media, if any.

18. Alterations, if any, in the tender document should be attested properly duly signed by the authorized signatory after affixing seal by the vendor, failing which the tender may be rejected.

CHAPTER-2

CONDITIONS OF CONTRACT

1. Tenderer should have at **least 5 years of experience in the sales, service and support** of Oracle database. Performance statement as per **annexure** to be filled up and documentary proof of the same is to be attached / enclosed.
2. Tenderer should have minimum turnover of Rupees two crore per annum in the sales, service and support of database. Audited Balance sheet and profit and loss account statement for the financial year 2012-13, 2013-14 and 2014-15 to be submitted along with the bid.
3. Tenderer should enclose the list of service support engineers and **Oracle database experts**.
4. The Oracle database as per the specifications needs to be delivered and installed in the High Court of M.P., Jabalpur.
5. To assist the examination, evaluation and comparison of bids Registrar General, may at its discretion ask the bidder for clarification of its bid including price. Any of the vendors may be called for negotiations at the discretion of the Registrar General.
6. Tenderers should enclose copies of valid registration of VAT., PAN No. , Service Tax and Latest Service Tax return and other details as mentioned in the **Chapter-5**.
7. The documentary proof for the supply of the Oracle Database should be attached with the Tender.
8. In case of any discrepancy between the unit price and the total price, the unit price shall prevail and total price shall be corrected unless it is lower than the sum total of unit prices. If there is any variation between the amount written in figures and words, then the amount whichever is lower shall be taken into consideration.

9. Delivery and installation period: Maximum **four weeks** from the date of purchase order. The installation report should be signed by the Engineer of the Firm jointly with authorized technical staff of the High Court of M.P., Jabalpur. In case of delay, penalty at the rate of 0.5% per day of the ordered value shall be charged (maximum penalty up to 5% of the order value can be deducted). If the delay is more than fifteen days the order shall stand cancelled.
10. Successful Tenderer will have to furnish the Contract Form and unconditional Bank Guarantee to the High Court of M.P., Jabalpur within 10 working days from the Date of issue of Purchase Order, failing which the purchase order will be cancelled and EMD shall be forfeited.
11. Successful Tenderer will have to adhere to the delivery schedule strictly. The Registrar General, High Court of M.P., Jabalpur reserves the right to cancel the purchase order and forfeit the EMD, if purchase order is not executed within the stipulated time and to place the order with the next successive bidder.
12. Payment term: 90% on successful and satisfactory installation certified by authorized representative of the High Court of M.P., Jabalpur. The balance 10% will be released against the submission of unconditional Bank Guarantee of 10% of the purchase order value from a Nationalized/Scheduled bank towards due performance of warranty.
13. The supplier's request for payment shall be made in writing accompanied by relevant document such as proper invoice and successful installation reports duly signed by Authorized Officer of the High Court of M.P., Jabalpur.

14. Warranty

- (a) The Database along with all components will be under three years' free **on-site comprehensive warranty and support** from the date of installation.

- (b) If the Oracle Database and other hardware articles remain down beyond 24 hours, the successful firm will be required to provide a stand-by machine of the same or higher configuration.
 - (c) Service period begins from the date of satisfactory installation and commissioning at location certified by the authorized representative of the High Court of M.P., Jabalpur.
 - (d) If the database and the other items is down beyond 24 hours, penalty of Rs. 10,000/- (Rupees Ten Thousand only) per day will be charged from the vendor.
 - (e) Supplier shall visit the site at least once in every three months to carryout maintenance and fine-tune the performance of the database besides regular service calls during the warranty period. The vendor has to submit the Database maintenance report duly signed by the user at the end of quarter during the warranty Period. Failing which suitable penalty as per the directions of the Registrar General would be deducted from the submitted performance Bank Guarantee.
 - (f) On completion of the Warranty period, the Security Deposit / Bank Guarantee without any interest accrued shall be released after satisfying that proper free warranty support has been provided during warranty period of 03 years for the machine items. If considered necessary, suitable amount of penalty shall be recovered from the vendor out of their due payments or from their Security Deposit or by raising claims, while releasing the Security Deposit.
15. Security Deposit (SD): SD will be 10% of purchase order value. The security deposit can be in form of unconditional Bank Guarantee of Nationalized Bank/Scheduled Bank for the maintenance period valid for the period of three years

16. The Registrar General, High Court of M.P., Jabalpur reserve the Right to accept or reject any offers without assigning any reason thereof, and to amend the terms and conditions before award of the contract for the supply of Database.
17. The vendor has to provide training on installation, operation and maintenance of Database to the officials nominated by the Registrar General, High Court of M.P., at Jabalpur.
18. Any disputes arising out of this tender will be under the jurisdiction of Court of Jabalpur only.

CHAPTER-3

Performance Statement

Performa for performance statement for period of last five years

Order placed by (Full address of the purchaser)	Order number and date (Attach a copy)	Description and quantity of Database along with components	Value of the work order / purchase order	Date of completion of delivery	Remarks indicating reasons for late delivery, if any	Has the machine been satisfactorily working

Signature and seal of the bidder

CHAPTER-4

Technical Bid details and Scope of Work

- (i) Three years comprehensive Onsite Warranty on the supplied hardware with full support.
- (ii) All the necessary and required cables and accessories.

1. Supply of items and Installation:

A. Supply of Database Software Components:

S.No	Components	License Matrix	Quantity
1	Oracle Database Enterprise Edition	Processor	12
2	Real Application Clusters	Processor	8
3	Diagnostic Pack	Processor	12

B. Supply of Exadata Eighth Rack Oracle database Machine:

i. Database Server specification for Eighth Rack Exadata

S.No.	Items	Specifications	Technical Compliance (Yes / No)
1	Database Server Qty –2 Nos.	New 18 - core Processors, Faster InfiniBand Card, Larger Smart PCI Flash Cards	
2	Processors	2 Eighteen - Core Intel Xeon E5 - 2699 v3 Processors (2.3GHz) , the numbers of enabled cores in each database server are 18	
3	DDR4 Memory	256 GB (8 x 32GB) – Expandable to 768 GB (24 x 32GB) via memory kits	
4	Local Disks	4 x 600GB 10K RPM SAS Disks (Hot-Swappable)	
5	Disk Controller	Disk Controller HBA with 1 GB Cache –No more batteries	
6	Network	2 x InfiniBand 4X QDR (40Gb/s) Ports (PCIe 3.0) – Both Ports Active 4 x 1GbE/10GbE Base -T Ethernet Ports 2 x 10GbE Ethernet SFP+ Ports (1 Dual-port	

		10GbE PCIe 2.0 network card based on the Intel 82599 10GbE Controller technology)	
7	Remote Management	1 Ethernet port (ILOM)	
8	Power Supplies	Redundant Hot - Swappable power supplies and fans	

ii. Storage Server specification for Eight Rack Exadata

S.No.	Item Details	Specifications	Technical Compliance (Yes / No)
1	Storage server Qty –3 Nos.	New 8 -core “Haswell- EP” CPUs, Larger NVMe Flash Cards	
2	Processors	2 Eight - Core Intel® Xeon® E5 - 2630 v3 2.4 GHz, , the numbers of enabled cores in each storage server are 8	
3	DDR4 Memory	96 GB (4 x 8GB + 4 x 16GB)	
4	Disks	12 x 8 TB 7.2K RPM High Capacity SAS (hot - swap) –3.5” disk size, the number of active disks in each storage server are 6	
5	Flash	4 x 1.6 TB Flash Accelerator F160 PCIe Card Non Volatile Memory Express (NVMe) protocol, number of active flash cards are 2	
6	Disk Controller	Disk Controller HBA with 1 GB Cache –No more batteries	
7	Network	2 InfiniBand 4X QDR (40Gb/s) Ports (PCIe 3.0) –All Ports Active, Embedded Gigabit Ethernet Ports for management connectivity	
8	Remote Management	1 Ethernet port (ILOM)	
9	Power Supplies	Redundant Hot - Swappable power supplies and fans	

iii Software for Exadata

Description	License Level	Quantity / Remark
Exadata Storage Server Software - Disk Drive Perpetual	Full use license	18
Exadata Database Machine: Oracle Enterprise Linux software for database and storage server (factory installation)		

C. **Delivery, Installation and configuration:**

- a) On-site Delivery and transportation, freight and custom clearance (while all the provided supplies and licenses to be owned by MP High Court Jabalpur)
- b) Installation and configuration of Exadata M/c.
- c) Deployment of software components like database, database creation, ASM (automatic Storage Management), RAC (Real Application Cluster).
- d) Oracle Enterprise Manager Installation. (at the provided H/w Machine)
- e) Oracle Support Server Configuration. (as if any required)
- f) ACFS file creation on Exadata.
- g) Tuning parameter for database.

2. **Services and Support:-**

The proposed Exadata database environment is planned to be utilized for consolidation and migration of various running applications, bidder has to perform database migration activities on Exadata.

DARIMS and database migration:

The DARIMS (Documents Archival and Retrieval Information Management System) DMS application is managed and maintained by the systems integrator or support provider, the application (OEM provided DMS) is using Oracle database for metadata.

The database of the DARIMS application needs to be migrated on Exadata Oracle database this may include the following activities:-

- a) Database creation for DARIMS on Exadata.*
- b) Migration of DARIMS Oracle database on Exadata.*
- c) Creation of ACFS file system on Exadata.*
- d) Support the Service provide to put DMS files on Exadata (on ACFS) (or can be on the existing storage (SAN) as desired by the Registrar General).*
- e) Setting tuning parameter of database.*
- f) Any other Database services as per directions of the Registrar General.*

STATEMENT OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS

(Please submit separate sheet for each annexure)

Equipment offered :- Make:_____

Model:_____

LINE ITEM	DESCRIPTION OF ITEM SPECIFICATION WHERE DEVIATING	DEVIATION IN THE OFFER	BRIEF REASON FOR THE DEVIATION

Note: Deviations on the lower side of technical specs will not be accepted

Signature of the Bidder
Name
Date
Place

Company Seal

CHAPTER –5

Sl. No.	Description	Indicate also page number where attached
1.	Name, address & telephone number of the Firm.	
2.	Name, designation, address & telephone number of authorized person.	
3.	Please specify as to whether Tenderer is sole Proprietor/Partnership Firm/Private or Limited Company.	
4.	Name, address & telephone number of Directors/Partners, Fax No., e-mail address.	
5.	Copy of PAN Card issued by Income Tax Department, VAT registration details (TIN No.) and Copy of previous 3 Financial Year's Income Tax Return. (Please attach copy)	
6.	Valid Original Equipment Manufacturer (OEM) Certificate of the products to be supplied and installed (Please attach copy)	
7.	Service Tax Registration No. (Please attach copy)	
8.	Latest Service Tax Return (Please attach copy)	
9.	Valid ISO certificate of the product to be supplied (Please attach copy).	
10.	Experience Certificate / details of last 5 years (Please attach copy)	
11.	Details of Bid Security/Earnest Money Deposit of Rs. 3,00,000/- (Three Lakh only) and tender fees of Rs. 10,000/-	

CHAPTER – 6

Financial Bid (Price Schedule)

Prices should be quoted in Indian Rupees inclusive of all taxes, installation charges, freight, etc.

Price should be quoted with 03 years onsite comprehensive warranty and support and should be on-site at High Court of M.P., Jabalpur.

Name of the Bidder:

Specify Make:

Model:

S. No.	Item Description	Unit Price (Rs.)	Excise/other Duty (Rs.) as applicable	Sales / Service Tax (Rs.) as applicable	Total cost	Total	Total Cost after Discount
	1	2	3	4	5 = (2+3+4)	6	7 = (5 x 6)
1	Oracle Database Enterprise Edition					12	
2	Real Application Clusters					8	
3	Diagnostic Pack					12	
4	Database Server for Eighth rack Exadata					2	
5	Storage server for Eighth rack Exadata					3	
6	Exadata Storage Server Software - Disk Drive Perpetual					18	
7	Oracle Enterprise Linux software for database and storage server (factory installation)					License	
TOTAL VALUE in Rs.							

Total Bid Price in Rs. _____

In words _____

Signature of Bidder with seal _____

Name _____

Business address _____

Telephone No. & Mobile No. _____

Email: _____

Place:

Date:

CHAPTER-7
Contract Form

This AGREEMENT made on the _____ day of _____, 20____ between the Registrar General, High Court of M.P., Jabalpur (herein after called the Purchaser) and _____ (herein after called the supplier) _____ (Address)

WHEREAS the Purchaser is desirous _____ (Brief description of goods and services) and has accepted a bid by the supplier for the supply of those goods and services for the sum of _____ (Contract price in words and figures, herein after called the Contract Price)

Now this agreement witnesses as follows :

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz :
 - (a) The bid forms (Technical and financial) and the Price Schedule submitted by the bidder.
 - (b) The entire tender document.
 - (c) The Purchaser's notification of award.
 - (d) Purchase order.
 - (e) Any other relevant document as deemed appropriate.
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 provisions 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.

Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under.

S. No.	Brief Description of goods and services	Quantity to be supplied	Unit Price	Total Price	Delivery Terms
01					

In witness whereof the parties hereto have caused this Agreement to be executed.

For and on behalf of supplier

CERTIFICATES

WE CERTIFY THAT:

1. We will not LEAK / DISCLOSE any information of High Court of Madhya Pradesh to any other institutions/organizations, bodies and also in the market on the rates less than the prices quoted by us to the High Court.
2. The rate of TAXES / DUTIES mentioned in the tender is in accordance with the provisions of the rules in all respects and the same is payable to the Authorities.
3. The material / items and software offered shall be of the best quality strictly in accordance with the specifications and particulars as detailed in the tender.
4. The information furnished by us in the tender are true and correct to the best of our knowledge and belief.
5. We have read and understood the rules, regulations, terms and conditions of tender as applicable from time to time and agree to abide by them.
6. We will meet 100% Confidentiality and Integrity of High Court Database and software.

Authorized Signatory

(Seal of the Company)