

# HIGH COURT OF MADHYA PRADESH, JABALPUR

Ref No. Reg(IT)(SA)/2016/235

Dated: 21/03/2016



## **Bid Document for**

Supply, Installation, Commissioning and Maintenance of EPABX systems along with Peripherals for the Subordinate Courts in the State of Madhya Pradesh.

**Note: This document contains total 51 pages including cover. No change and modification in the document by the bidder is permissible.**

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**Section – I**

**NOTICE INVITING TENDER**

**Ref No. Reg(IT)/(SA)/2016/235**

**Dated: 21/03/2016**

The Registrar General, High Court of Madhya Pradesh on behalf of High Court of Madhya Pradesh, Jabalpur invites sealed tenders as a package from experienced and reputed firms/organizations/ Original equipments manufacturer for the work **“Supply, Installation, Commissioning and Maintenance of EPABX systems along with Peripherals District Courts in the State of Madhya Pradesh ”**.

S. No.	EMD (in Rs.)	Cost of Tender Document (in Rs.)	Last Date / Time of Submission of bids	Date and Time of Opening bid	Time for Completion of the Work
1.	5 Lakh	5,000/-	21 <sup>st</sup> April , 2016 before 3:00 PM	21 <sup>st</sup> April , 2016 before at 3:30 PM	10 weeks

The complete tender document may be obtained in person or by authorized representative during office hours on normal working days on payment of nonrefundable Tender Document fee of Rs.5,000/- (Rupees Five thousand only) in the form of Demand Draft in favour of **“Registrar General, High Court of Madhya Pradesh”**. The complete Tender document can also be downloaded from website [www.mphc.in](http://www.mphc.in) and Government tender portal [www.tenders.gov.in](http://www.tenders.gov.in) . The firms submitting the downloaded version would need to pay the cost of the tender document in the above manner. All other terms and conditions for submission of tender are contained in the tender Document. If the date of Bid submission / opening is declared as holiday then the bid shall be submitted / opened on the next working day.

**The Registrar General, High Court of Madhya Pradesh Jabalpur (M.P.) reserves the right to accept or reject any or all bids without assigning any reason thereof.**

**Address for communication:**

**Registrar General,  
High Court of Madhya Pradesh  
Jabalpur (M.P.)  
Landline: 0761-2623358  
e-mail: [mphc@nic.in](mailto:mphc@nic.in)**

## Section – II

### 2 INSTRUCTIONS TO BIDDERS:-

#### 2.1 DEFINITIONS:-

- a) **“The Purchaser”** means the Registrar General, High Court of Madhya Pradesh, Jabalpur.
- b) **“The Bidder”** means a firm or Joint Venture or Consortium which participates in the tender and submits its proposal.
- c) **“Successful Bidder”** means the Bidder, who, after the complete evaluation process, gets the Letter of Award/Intend. The Successful Bidder shall be deemed as **“Contractor”** appearing anywhere in the document.
- d) **“The Letter of Award”** means the issue of a signed letter by the Purchaser of its intention to award the work mentioning the total Contract Value. The timeline for delivery of products and services will start from the date of issue of Letter of Award.
- e) **“The Contract”** means the agreement entered into between the Employer and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- f) **“The Contractor”** means the individual or firm or OEM supplying the Goods / items and Services under this Contract.
- g) **“The Contract Price”** means the price payable to the Successful Bidder under the Letter of Award for the full and proper performance of its contractual obligations. The Contract Price shall be deemed as **“Contract Value”** appearing anywhere in the document.
- h) **“Site Acceptance Test (SAT)”** is a process of testing the contracted services / items provided by the Bidder at High Court of M.P., Jabalpur. SAT comprises of Product Acceptance Tests with respect to Technical Specifications and Bill of Materials as specified in this tender, checking the installation, commissioning and integration of sub-components and integration with High Court Servers, Operating System and software and Training at the site.

- i) **“Services”** means System Integration, Training and coordinating with the original equipment manufacturer (OEM) for installation, commissioning, system integration and maintenance of proper working of supplied equipments etc.
- j) **“NIT”** is the Notice Inviting Tender. It is essentially the Press Notification of the Tender.
- k) **“OEM”** - means Original Equipment Manufacturer.
- l) This tender is subject to the availability of Funds / Budget with the High Court of M.P., Jabalpur.

## **2.2 BID DOCUMENT:-**

2.2.1 The process and procedures of bidding, the materials to be supplied and the various terms and conditions of this tender are provided in the Bid Document.

The Bid Documents include:-

- i. Section I Notice Inviting Tender
- ii. Section II Instructions to Bidders
- iii. Section III General Conditions of Contract
- iv. Section IV Special Conditions of Contract
- v. Section V Scope of work
- vi. Section VI Technical Specifications and details
- vii. Section VII Schedule of quantities and formats for Submission of Proposals

2.2.2 The Bidder should carefully read all the instructions, terms and conditions, specifications and various forms that are provided in the Bid Document. The tender may be rejected if any or all of the information asked for in this document are not furnished along with the tender or if the tender is not responsive with the Bid Document.

## **2.3 AMENDMENT OF BID DOCUMENTS:-**

At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments.

## **2.4 COST OF BIDDING:-**

The Bidder has to bear all the costs associated with the preparation and submission of the bid. Purchaser will, in no

case, be responsible or liable for any of the costs, regardless of the conduct or outcome of the bidding process.

## **2.5 APPLICATION FEE (AF) AND EARNEST MONEY DEPOSIT (EMD):-**

2.5.1 The proposal should be submitted along with an application fee of **Rs. 5,000/- and Earnest Money Deposit (EMD) of Rs. 5,00,000/-** in the form of a demand draft / pay order/ unconditional Bank Guarantee drawn in favour of “**Registrar General, High Court of Madhya Pradesh, Jabalpur**” of any Nationalized / Scheduled bank payable at the Bid submitted without EMD and/or the application fee shall be summarily rejected.

2.5.2 The EMD of the successful Bidder will be returned when the Bidder has signed the Contract Agreement with the purchaser and has furnished the required Performance Guarantee.

2.5.3 The **EMD will be forfeited:**

- (i) If a Bidder withdraws its bid during the period of bid validity.  
or
- (ii) If the Bidder fails to accept the Purchaser’s corrections of arithmetic errors in the Bidder’s bid (if any), **or**
- (iii) If the Successful Bidder fails to sign the contract agreement with the purchaser, **or**
- (iv) If the Successful Bidder fails to furnish the Performance Guarantee with in the stipulated time.

## **2.6 BID PRICES:-**

The Bidder shall give the pricing as individual and as a total composite price inclusive of all levies & taxes i.e. VAT (Value Added Tax), Service Tax, packing, forwarding, freight and insurance etc.

## **2.7 DISCOUNTS:-**

The Bidders are informed that discount, if any, should be included in the total price.

## **2.8 BID VALIDITY:-**

The bids shall remain valid for a period of 180 days from the last date of submission.

## **2.9 ONLY ONE BID PER PARTY:-**

Each bidder is permitted to submit ONLY ONE BID irrespective of whether he is the sole bidder, or the Leader or Member of a duly formed JV (Joint Venture) or Consortium. In case it is found that any party has submitted more than one bid for the subject work(s) in any of the above capacities, all bids so submitted shall be summarily rejected and the EMPLOYER shall not entertain any further request/ correspondence in this matter.

**No Joint consortium is allowed for this tender.**

## **2.10 SUBMISSION OF PROPOSALS:-**

2.10.1 All proposals will have to be submitted **ONLY in HARD BOUND (Hard bound implies such binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document)** form with all pages sequentially numbered either at the top or at the bottom right corner of each page. It should also have an index giving page wise information of above documents. Incomplete proposal or those received without hard bound will summarily be rejected. **All the Pages and Papers to be signed and sealed properly.**

2.10.2 The Bidders are required to fill up and submit the **Section VII** documents with their proposals.

2.10.3 The proposals shall be submitted in three parts, viz,

- (a) **Envelope-1:** Containing application fee of Rs.5000/- & EMD of Rs. 5,00,000/-.The envelope should be superscribed as “Envelope 1 – EMD & Application FEE” at the top left corner.
- (b) **Envelope-2:** Pre-qualification Proposal and Technical Proposal super scribed as “**Envelope 2 – Pre-qualification and Technical Proposal**” (Containing duly signed PRE-QUALIFICATION PROPOSAL SUBMISSION FORM as prescribed in Section-VII, Other required Prequalification documents, clause-by-clause compliance to the technical specifications of the equipments as prescribed in Section-VI, all technical literature, brochures etc.). In the technical



proposal, there should not be any indication about the prices (printed or otherwise) of any of the products offered.

- (c) **Envelope-3:** Commercial Proposal containing only the Section-VII –Price Schedule super scribed as “**Envelope 3 – Financial Proposal**”.

2.10.4 All the sealed envelopes should again be placed in a **single sealed cover** super scribed as “**TENDER FOR EPABX systems along with Peripherals from: M/s -----**” “**NOT TO BE OPENED BEFORE 3:30 PM on 21<sup>st</sup> April, 2016**”, which will be received and time mentioned in the Schedule of Events (of this document).The Bid to be submitted to the “**The Registrar General, High Court of M.P., Jabalpur**”

2.10.5 The Bids and all correspondence and documents relating to the bids, shall be written in the English language.

## **2.11 LATE BIDS:-**

Any bid received by the Purchaser after the time and date for receipt of bids prescribed by the Purchaser in the tender may be rejected and returned unopened to the Bidder.

## **2.12 MODIFICATION AND WITHDRAWAL OF BIDS:-**

2.12.1 The Bidder is allowed to withdraw its submitted bid any time prior to the last date prescribed for receipt of bids, by giving a written intimation to the Purchaser.

2.12.2 Subsequent to the last date for receipt of bids, no modification/ withdrawal of bids shall be allowed.

2.12.3 The Bidders cannot withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid. Such withdrawal may result in the forfeiture of its EMD from the Bidder.

## **2.13 LOCAL CONDITIONS:-**

2.13.1 Each Bidder is expected to fully get acquainted with the local conditions and factors, which would have any effect on the performance of the contract and /or the cost.

2.13.2 The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract

after issue of Letter of Award as described in the bidding documents. The Purchaser shall not entertain any request for clarification from the Bidder regarding such local conditions.

## 2.14 CONTACTING THE PURCHASER:-

Any effort by a Bidder influencing the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

## 2.15 ELIGIBILITY/ PRE-QUALIFICATION CRITERIA:-

2.15.1 Bidders that meet **ALL** of the following pre-qualification criteria need only apply. Average Annual Financial Turnover of the bidder during the last 5 years, ending 31<sup>st</sup> March of previous financial year should be at least Rupees Five Crore.

***Documentary proof needs to be submitted for the above (Balance Sheet).***

2.15.2 Experience in Supply, Installation, commissioning, Maintenance of ISDN/ VoIP EPABX systems along with peripherals during the last 05 years ending last day of month previous to the month of publication of this tender, should be either of the following:

Three similar completed works each costing not less than the amount of Rs. 50 Lakhs.

### **Similar works mean:**

- (a) Supply, Installation and System Integration of ISDN / VoIP EPABX systems along with peripherals, casing and cabling of the network.

## 2.16 SCHEDULE OF EVENTS:-

The tentative dates for the schedule of key events of this tender are given as under:-

<b>Sl. No.</b>	<b>Events</b>	<b>Date</b>
01	Last date and time of bid submission.	<b>21<sup>st</sup> April, 2016 before 3:00 P.M.</b>
02	Date and time of opening of the Technical Bid.	<b>21<sup>st</sup> April, 2016 before 3:30 P.M.</b>
03	Date and time of opening of the financial Bid.	<b>Shortlisted bidders shall be intimated for date of opening of financial bids.</b>

## **2.17 OPENING OF PROPOSAL:-**

The Committee nominated by the Registrar General will open the tenders.

## **2.18 EVALUATION:-**

2.18.1 The Purchaser reserves the right to modify the Evaluation Process at any time during the Tender Process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

2.18.2 Any time during the process of evaluation, the Purchaser may seek for clarifications from any or all the Bidders.

2.18.3 **Phase-1 Application Fee & EMD:-** First, the envelope containing Application fee and Earnest Money Deposit will be opened and if both are found furnished by the Bidders in the prescribed manner, then the second envelope containing Pre-Qualification & Technical Proposal documents shall be opened. At any stage during the evaluation, if the EMD is found invalid, the respective Bidder's bid will be summarily rejected.

**Phase-2 Pre-Qualification and Technical Proposal Evaluation:-** The Bidder shall have to fulfill all the Pre-qualification Criteria. These documents will be scrutinized along with the Technical Proposal in this phase of evaluation. Those bidders who do not fulfill the terms and conditions of Pre-qualification Criteria as specified in this tender or whose Technical Proposal is non-responsive will not be eligible for further communication. Technical Proposals of the Bidders would be evaluated for the clause-by-clause compliance of the technical specifications as mentioned in the Bid document. Evaluation of Prequalification and Technical Proposal by Registrar General, High Court of Madhya Pradesh shall not be questioned by any of the Bidders. The Purchaser reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time. The proposals shall be opened in presence of bidder's representatives who choose to attend.

**The Commercial Proposal Evaluation will be based on the "Total Cost", which would be the total payouts including all taxes, duties and levies for the Supply, Installation and System Integration of EPABX systems along with**

**Peripherals and casing and cabling. The bid shall be treated as a complete package.**

## **2.19 DECIDING AWARD OF CONTRACT:-**

- 2.19.1 The Purchaser reserves the right to ask for a technical elaboration/ clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening after opening the proposal. The Bidder has to present the required information to the Registrar General, High Court of Madhya Pradesh and its appointed representative on the date asked for, at no cost to the Purchaser.
- 2.19.2 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 Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words and figures, the amount mentioned in words will prevail.
- 2.19.3 The Purchaser will notify the Successful Bidder on its intention to award the work through “**Letter of Award**” mentioning the total Contract Value. The timeline for delivery of products and services will start from the date of issue of Letter of Award.
- 2.19.4 The Purchaser will subsequently send the Successful Bidder the Form of Contract Agreement, incorporating all agreements between the parties.
- 2.19.5 As soon as practically possible, following receipt of the Form of Contract Agreement, the successful Bidder shall sign and date the Form of Contract Agreement and return it to the Purchaser. This is deemed as the “Contract” or “Contract Agreement” defined elsewhere in this tender document.

## **2.20 GENERAL INSTRUCTIONS TO THE BIDDERS:-**

- 2.20.1 The cost of preparing a proposal, cost involved for the technical presentation and of visits to the High Court of Madhya Pradesh is not reimbursable.
- 2.20.2 All cutting, overwriting in the proposal should be authenticated by the initials of the authorized signatory. In case of any

calculation error the unit rates would prevail. The amount will also have to be written in words.

2.20.3 Successful bidder must ensure his establishment in Madhya Pradesh, prefer at Jabalpur for post-installation services and support.

2.20.4 Canvassing in any form will lead to disqualification of the bid.

## **2.21 CONFIDENTIALITY:-**

2.21.1 The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.

2.21.2 As used herein, the term "Confidential Information" means any written information, including without intimation, information created by or for the other party, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

2.21.3 At all times during the performance of the Services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures of the High Court of Madhya Pradesh. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

- 2.21.4 The Bidder should not disclose to any other party and keep confidential the terms and conditions of this tender, any amendment hereof, and any **Attachment** or **Annexure** hereof.
- 2.21.5 The obligations of confidentiality under this section shall survive *rejection/termination/expiry* of the contract for a period of five years.
- 2.21.6 The Registrar General, High Court of Madhya Pradesh has full rights to accept or reject any bid, without assigning any reason.
- 2.21.7 All Prospective bidders are requested to submit the bid and if there is any deviation in the specification, please mention the same in the deviation statement sheet.
- 2.21.8 The firms registered with NSIC are exempted from the submission of tender fees and EMD.
- 2.21.9 All future **correspondence/ clarifications/ addendum/ corrigendum** shall be available on the website of the High Court of Madhya Pradesh [www.mphc.gov.in](http://www.mphc.gov.in) and Government tender portal [www.tenders.gov.in](http://www.tenders.gov.in) .

## **Section – III**

### **3 GENERAL CONDITIONS OF THE CONTRACT (GCC) :-**

#### **3.1 SPECIFICATIONS:-**

The Products/equipments supplied under this contract shall conform to the Technical Specifications given in this tender under **Section VI**.

#### **3.2 PERFORMANCE GUARANTEE:-**

The Successful Bidder will be required to furnish performance guarantee in the form of unconditional Bank Guarantee issued by a Nationalized / Scheduled Bank in India equivalent to 10% of the Contract Value valid for a period of **62 months** within 15 days from the date of contract.

##### **3.2.1 Bank Guarantee:-**

The Bank Guarantee issued by following banks would be accepted. SBI or its subsidiaries, any Indian Nationalized Bank/Scheduled Bank, Export Import Bank of India, a foreign Bank (issued by a branch outside India) with counter guarantee from SBI or its subsidiaries or any Indian Nationalized Bank, and any scheduled commercial bank approved by RBI having a net worth of not less than Rs.500 Crores as per the latest annual report of the Bank.

3.2.2 The Performance Guarantee shall be as per the format approved by the Registrar General, High Court of M.P., Jabalpur.

3.2.3 The Performance Guarantee shall be payable to the Purchaser as a compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract. The Purchaser will discharge the Performance Guarantee after completion of the Bidder's performance obligations, including any warranty obligations, under the contract.

#### **3.3 DELIVERY OF MATERIALS AND RELATED DOCUMENTATION:-**

3.3.1 Delivery, Installation and Commissioning of the items along with the related documents as per technical specification Section (**Section VI**) are the responsibility of the Bidder.

3.3.2 The Successful Bidder shall ensure that all Products/equipment is supplied within the Implementation schedule mentioned in the tender document under Section IV.

3.3.3 The Successful Bidder shall submit all the Software Kits (CDs), License Papers, Warranty Papers and any other relevant documentation related to the supplied products to the Purchaser.

### **3.4 WARRANTY:-**

3.4.1 The Bidder is required to provide on-site comprehensive warranty valid for the period of 60 months for all supplied equipments / items.

**1 year Warranty + 4 years comprehensive AMC. It means total 05 years onsite support and warranty. The Comprehensive warranty on all the quoted products for the period of 05 years except batteries.**

3.4.2 The Bidder shall warrant that all the equipment supplied under the contract is newly manufactured and shall have no defect arising out of design, materials or workmanship or from any act or omission of the Bidder that may develop under normal use of the supplied equipments in the conditions prevailing across the country.

3.4.3 The Bidder shall warrant that the services provided under the contract shall be as per the Warranty Service Level Requirements given under **Section-V**. During the warranty, the Bidder shall perform all the functions as enunciated in Section-V at no extra cost to the Purchaser. All the penalty clauses shall be applicable during the period of warranty in case of failure on part of Bidder. The terms and conditions for Warranty are given in **Section-V**.

3.4.4 The Bidder shall quote for comprehensive on-site warranty for Five years, which shall become effective after the Final Acceptance Sign-off. The cost, including visits of the engineers, etc, shall be quoted as part of the individual equipment prices. No separate charges shall be paid for visit of engineers or attending to faults and repairs or supply of spare parts.

3.4.5 The Registrar General, High Court of Madhya Pradesh shall promptly notify the Bidder about any claims arising under this warranty. Upon receipt of such notice, the Bidder shall



repair/replace/reconfigure/re-provision the defective equipments or service. Replacement under warranty clause shall be made by the Successful Bidder free of all charges at site including freight, insurance and other incidental charges.

3.4.6 The Bidder shall, at the time of submitting the bid submit the Technical Proposal specifying how the Bidder proposes to carry out **repair under Warranty**. The Bidder shall also indicate *what spares* will be kept for immediate replacement. The infrastructure planned to be created by the Bidder to fulfill his obligations under Warranty and his action plan to deal with the various situations arising out of hardware and software faults shall be clearly indicated.

3.4.7 If the Bidder, having been notified, fails to remedy the defect(s) within the period specified in the Service Level Agreement, the Registrar General, High Court of Madhya Pradesh may proceed to take such remedial action as may be necessary at the Bidder's risk and expense and without prejudice to any other rights, which Registrar General, High Court of Madhya Pradesh may have against the Bidder under the contract.

### **3.5 PAYMENT TERMS:-**

3.5.1 For the supply, installation, commissioning, testing, training and warranty maintenance of Supply, Installation and System Integration of EPABX systems along with Peripherals for 60 months:

Payments will be made in **Indian Rupees only**

3.5.1.1 70% of total price against delivery of the equipments at the site.

3.5.1.2 30% of total price against successful Final Acceptance Sign-off.

### **3.6 PRICES:-**

The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to adjustment.

### **3.7 PURCHASER'S RIGHTS:-**

3.7.1 ***The Purchaser reserves the right to make changes within the scope of the Contract and configuration of items at any point of time.***

3.7.2 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

### **3.8 TIME SCHEDULE TO COMPLETE THE CONTRACT:-**

3.8.1 The successful bidder shall complete the assignment within **75 days** from the date of contract.

3.8.2 The Successful Bidder shall ensure that the delivery of products/ equipment and/or the delivery of the services are in accordance with the time schedules specified in tender documents. In case of any deviation from the schedule, the Purchaser reserves the right to either cancel the Contract and/or recover Liquidated Damage charges.

3.8.3 The Successful Bidder, if faced with problems in timely delivery of services, which have dependencies on the Service Provider and/or the other vendors, which are beyond their control at any time before the Final Acceptance Signoff, shall immediately inform the Purchaser in writing, about the causes of the delay and tentative duration of such delay etc. The Purchaser, on receipt of such intimation, shall analyze the facts at the earliest and may at its sole discretion, extend the contract period as deemed reasonable.

3.8.4 Any delay by the Successful Bidder in the delivery of products/ equipment and/or the services will make the Successful Bidder liable to any or all of the following:

- i. Forfeiture of Performance Bank Guarantee
- ii. Imposition of Liquidated Damage charges
- iii. Termination of the contract for default.
- iv. Blacklisting of the Bidder

### **3.9 LIQUIDATED DAMAGES (LD) :-**

If the Bidder fails to deliver any or all of the equipment or to perform the services within the time period(s) as mentioned in

tender document. The Registrar General, High Court of Madhya Pradesh shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 1% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price. Once the maximum is reached, Registrar General, High Court of Madhya Pradesh may consider termination of the contract.

### **3.10 FORCE MAJEURE:-**

3.10.1 Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God or any governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.

3.10.2 If a Force Majeure arises, the Bidder shall promptly notify the Registrar General, High Court of Madhya Pradesh in writing of such condition and the cause thereof. Unless otherwise directed by Registrar General, High Court of Madhya Pradesh the Bidder shall continue to perform his 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. The Bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

### **3.11 TERMINATION:-**

3.11.1 Termination on expiry of the CONTRACT: The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the Registrar General, High Court of Madhya Pradesh has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.

3.11.2 Termination on account of Force Majeure: Either party shall have the right to terminate the Contract on account of Force Majeure.

- 3.11.3 Termination on account of insolvency: In the event the Successful Bidder at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Registrar General, High Court of Madhya Pradesh shall, by a notice in writing have the right to terminate the Contract and all the Successful Bidder's rights and privileges hereunder, shall stand terminated forthwith.
- 3.11.4 Termination for breach of contract: A breach by the Successful Bidder of its obligations hereunder and such breach not being rectified by the Successful Bidder within 30 days of receipt of the Purchaser's notice intimating such breach. Upon termination, the Successful Bidder shall surrender all the data and materials belonging to the Purchaser.
- 3.11.5 Termination for delay: Successful Bidder shall be required to perform all activities/services as per tender document If the Successful Bidder fails to do so, the Contract may be terminated by the Registrar General, High Court of Madhya Pradesh by giving 30 days written notice unless the Registrar General, High Court of Madhya Pradesh has extended the period with levy of Liquidated Damages, as per conditions of the tender.
- 3.11.6 The Registrar General, High Court of Madhya Pradesh may at any time terminate the Contract by giving 30 days notice without assigning any reason.
- 3.11.7 Consequences of termination: In all cases of termination herein set forth, the obligation of the Registrar General, High Court of Madhya Pradesh to pay shall be limited to the period upto the date of effective termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the agreement that reasonably require some action or forbearance after such termination.
- 3.11.8 In case of termination of Contract herein conditions of the tender document the Contractor shall be put on holiday *[i.e. neither any enquiry will be issued to the party by Registrar General, High Court of Madhya Pradesh against any type of tender nor their offer will be considered by Registrar General, High Court of Madhya Pradesh against any ongoing tender(s) where contract between Registrar General, High Court of Madhya Pradesh and that particular Contractor (as a bidder)*

*has not been finalized]* for two years from the date of termination by Registrar General, High Court of Madhya Pradesh to such Contractor.

### **3.12 ARBITRATION:-**

In the event of any dispute or difference arising out or touching upon any of the terms and conditions of this contract and / or in relation to the implementation or interpretation hereof, the same shall be resolved initially by mutual discussion and conciliation but in the event of failure thereof, the same shall be referred to the sole arbitrator appointed by Hon'ble the Chief Justice, High Court of M.P. The arbitration shall be in Jabalpur and the Arbitrator shall give his award in accordance with "The Arbitration and Conciliation Act, 1996". The decision of the arbitrator shall be final and binding upon both the parties.

### **3.13 GOVERNING LAWS AND JURISDICTION:-**

The Agreement shall be governed by the laws in force in India. Any dispute arising in relation to the Agreement shall be subject to the jurisdiction of the courts at Jabalpur.

## **Section – IV**

### **4. SPECIAL CONDITIONS OF THE CONTRACT (SCC) :-**

#### **4.1 GENERAL:-**

The conditions given in this Section, supplement the “Instructions to the Bidders” given in Section II & “GCC” given in Section III and in case of any conflict, the conditions given herein shall prevail over those in *Sections II and III*.

#### **4.2 EQUIPMENTS AND SUPPORTING PERIPHARALS:-**

All the equipment / systems and software’s to be supplied shall conform to the relevant technical specifications or better as mentioned in Section VI of this document.

#### **4.3 SITE ACCEPTANCE TESTS (SAT) :-**

4.3.1 The Purchaser shall carry out all the tests detailed in the Acceptance Test Schedule to be furnished by the Contractor to confirm that the performance of the different modules, sub-systems and the entire installation satisfies the specification requirements. The Purchaser reserves the right to include any other tests which in his opinion is necessary to ensure that the equipment meets the specifications.

4.3.2 The Purchaser reserves the right to ask for modifications/additions to the Site Acceptance Test Procedure at any point of time till the Site Acceptance signoff of each location.

4.3.3 The Site Acceptance Tests shall cover the intended functioning of the equipments with proper integration with other sub components and software’s.

4.3.4 The contractor shall carry out the Site Acceptance Tests in the presence and supervision of the Purchaser or its designated Officer / agency at the site. Contractor, at its own cost, shall provide the testing equipment/instruments/software programs necessary for performing and demonstrating the Site Acceptance Tests.

4.3.5 The Purchaser or its appointed testing authority shall supervise the tests at each site, as described in the Site Acceptance Test Procedure and performed by the contractor

to confirm that the complete solution at each site satisfies the requirement of specifications including the service performance.

- 4.3.6 The contractor shall rectify all deficiencies immediately, if found, in the performance of the system as per the requirement during the Site Acceptance Tests, at no cost to the High Court of Madhya Pradesh, Jabalpur.
- 4.3.7 Any components or modules failing during the acceptance tests shall be replaced free of cost by the Contractor. These replacements shall not be made out of spares supplied by the Contractor as part of supplies under this Contract. This shall also not entitle the contractor to any extension of completion time.
- 4.3.8 The cost of all test and / or analysis shall be fully borne by the contractor. Items put up for inspection shall be those to be supplied and in quantities laid down in the Schedule of Quantities. Any variation shall require the prior approval of the Purchaser before the items is offered for inspection.
- 4.3.9 All material brought to the High Court of Madhya Pradesh shall be permitted to be installed only after inspection and acceptance by the Purchaser.
- 4.3.10 The completed installation at all stages shall be subjected to checks and tests as decided by Purchaser. The contractor shall be liable to remedy all of such defects as discovered during these checks and test and make good all deficiencies brought out. The complete installation shall be taken over finally on successful commissioning in entirety.

#### **4.4 CONSIGNEE AND SECURITY OF MATERIAL:-**

Security of all material in the section where the work is in progress shall be the contractor's responsibility and he shall arrange to guard the same from theft/pilferage/vandalism. In the event of any loss the contractor shall be responsible for the same. Any stores lost, prior to formally taking over by the Purchaser, shall be made good by the contractor at no cost to the Purchaser.

## Section – V

### **5 SCOPE OF WORK:-**

**5.1** The Registrar General, High Court of Madhya Pradesh Jabalpur is interested to assign the task for Supply, Installation, Commissioning and Maintenance of EPABX systems, peripherals along with casing and cabling of the network as per requirement at the High Court of Madhya Pradesh, Jabalpur and Subordinate Courts in the State of Madhya Pradesh as per “**Annexure-A**”.

### **5.2 SUPPLY:-**

Supply of all equipments, material, components, accessories, mounting hardware, wires and cable for connection, etc. as per the requirement and directions.

### **5.3 INSTALLATION & WIRING:-**

Installation & wiring of all equipment, components and accessories that are supplied to the High Court of M.P., Jabalpur and Subordinate Courts in the State of Madhya Pradesh.

### **5.4 INSTALLATION PRACTICE AND METHOD OF WORK:-**

**5.4.1** The work shall be executed to the highest standards using best quality material. The system design shall use state-of-the art techniques/tools. The contractor shall ensure that the entire specification is complied with the tender document. It shall be the responsibility of the contractor to demonstrate compliance of technical as well as functional specifications. Meeting individual requirements shall not be deemed as meeting the overall efficient functioning of the total system.

**5.4.2** The completed installation shall be subject to checks at all stages and tests as prescribed in the bid or as deemed necessary by the Registrar General. The same shall be done by the Purchaser and the contractor shall be liable to rectify such defects as brought out by the Purchaser during these checks and tests and make good all deficiencies at his own cost.



## **5.5 COMPREHENSIVE WARRANTY:-**

The contractor will be required to maintain the installed systems for the period of **five years, after the successful installation of the entire system at each site.**

## **5.6 WARRANTY TERMS AND CONDITIONS:-**

5.6.1 The Contractor shall be solely responsible for the maintenance, repair of the all equipments / items supplied and integrated and the Registrar General; High Court of Madhya Pradesh shall not be liable to interact with any of the partners/ collaborators of the Contractor.

5.6.2 The Contractor shall have adequate Technical Support Center to meet the criteria for fault restoration/faulty unit repair times as mentioned in the Section-V. The Contractor shall furnish the names, locations, complete postal address, Telephone numbers and FAX numbers of all Technical support Centers at the time of signing the Contract.

5.6.3 The Contractor shall also provide the name of alternate contact person or Technical Support Center with address & telephone / FAX no., e-mail which may be contacted by the Registrar General, High Court of Madhya Pradesh or its authorized staff for support in case of no response/poor response from the designated Technical support center. This, however, shall not preclude from imposing the penalties, if any, as applicable as per the terms & conditions of this tender.

5.6.4 Any change in Address, Phone number, FAX Number, email etc., shall have to be intimated in writing by the Contractor to the Registrars (IT), High Court of Madhya Pradesh, Jabalpur.

5.6.5 The Contractor shall ensure that all the technical support centers are manned by fully competent and responsible Engineers and are capable of attending faults at the High Court of Madhya Pradesh, Jabalpur.

## **5.7 WARRANTY SERVICE LEVEL REQUIREMENTS – SLA:-**

### **5.7.1 Service Hours:-**

The Service window for all the supplied equipments / items shall be generally **24x7x365.**

### 5.7.2 Scheduled Downtime

- (a) Scheduled downtime is defined as the period of time when for conducting necessary preventive maintenance, urgent repairs etc. the EPABX system will be shut down. This is the maximum duration, which the Contractor can take for Scheduled downtime purposes.
- (b) The maximum scheduled downtime for the equipment shall be one day in every calendar month.
- (c) The preventive maintenance would be carried out with a minimum advance notice of 24 hours in writing and subsequent acceptance of the same by the Registrar General, High Court of Madhya Pradesh.

### 5.7.3 Mean Time To Resolve (MTTR):-

- (a) MTTR is defined as the arithmetic average of the time taken to resolve the issues logged over a defined period of time.
- (b) The Severity Levels for measuring MTTR are provided in the following table:

S. No.	Severity Level
1	High
2	Low

### 5.7.4 The various Service Level Requirements and related penalties for default are given below:

Parameter	Details	Measurement Criteria	Penalties per day delay / per fault / per occasion
Mean time to resolve (MTTR)	(i) <b>Within 24 Hours from the call logging time</b> – for all High Severity events (ii) <b>Within 72 hours from the time of attending the problem</b> for all Low severity events	Calculation of fault duration per instance based on Fault Docket	(i) For High Severity events, Rs. <b>500/-</b> . (ii) For Low Severity events, Rs. 100/-.

- 5.7.4.1 The Successful Bidder needs to maintain the Service Level as follows:
- (a) 99% of the times for the MTTR of High Severity Events
  - (b) 95% of the times for the MTTR of Low Severity Events
- 5.7.4.2 The penalty will be applicable on per fault basis even if there is a commonality of fault at any point causing full or part failure of services. Penalty will be deducted from any undue payment to the Contractor and/or performance Guarantee.
- 5.7.4.3 After the expiry of warranty, it shall be optional for Registrar General, High Court of Madhya Pradesh to inter or not to enter the contract further with the contractor. If Registrar General, High Court of Madhya Pradesh is not satisfied with the performance of the Contractor during Warranty it reserves the right to terminate the same during its currency, after giving a notice to the Contractor.
- 5.7.4.4 The Contractor has to maintain adequate spares for maintaining the SLA (Service Level Agreement). Any cost involved to meet the service level requirements specified above is to be borne by the Contractor.
- 5.7.4.5 In case the Service Level Requirements are violated continuously for a period of three months, the purchaser reserves the right to terminate the Contract by giving a notice to the Successful Bidder and forfeit the Bank Guarantee.
- 5.7.4.6 The preventive maintenance of the installed system to be done on six monthly basis.

## Section – VI

### 6 TECHNICAL SPECIFICATIONS:-

All the products/equipment/items supplied should be quoted with:

- (i) 5-years Comprehensive Onsite Warranty and support.
- (ii) All the necessary and required cables along with accessories.

#### BILL OF MATERIAL OF EPABX SYSTEM AT DISTRICT COURTS IN THE STATE OF M.P.

#### PART – A

Sl. No.	Item Description	Unit	Qty.
1	EPABX System with In built 4 Port voice mail, No. of Extensions: 48, No. of Junctions: 8, No of Expandable Ports: 128, Operator's Console: 01, Compatible: ISDN & Networking.	set	46
2	EPABX System with In built 4 Port voice mail, No. of Extensions: 64, No. of Junctions: 16, No. of Expandable Ports: 256, Operator's Console: 01, Compatible ISDN & Networking.	set	03
3	EPABX System with In built 4 Port voice mail, No. of Extensions: 128, No. of Junctions: 24, No. of Expandable Ports: 512, Operator's Console: 01, Compatible: ISDN & Networking.	set	01
4	Online UPS of 1 KVA with minimum one hour backup time. The bidder has to quote the UPS brands like APC / Numeric or equivalent brand of repute. The bidder has to quote batteries of make like Exide, Panasonic, amron or equivalent brand of repute	No.	46
5	Online UPS of 2 KVA with one hour power backup time The bidder has to quote the UPS brands like APC / Numeric or equivalent brand of repute. The bidder has to quote batteries of make like Exide, Panasonic, Amron or equivalent brand of repute	No.	04
6	<i>Main Distribution frame (MDF) with</i>		

	<i>IPM</i>		
<b>A</b>	50 pairs	No.	10
<b>B</b>	100 pairs	No.	30
<b>C</b>	200 pairs	No.	10
<b>7</b>	Training to operator & staff at all District Courts	LS	-
<b>8</b>	Any other item as per requirement of the project / site .		

**PART – B**

**Telephone Instruments along with Casing and Cabling**

<b>S. No</b>	<b>Item Description</b>	<b>Approximate Numbers / Length</b>
01	Branded Secure telephone instruments with CLI	1400
02	Branded Secure telephone instruments without CLI	500
03	A class Telecom Earthing for EPABX system	At 50 locations as per requirement
04	100 pairs PVC telephone cabling (ISI make) (The bidder has to quote the brands like Finolex, RR, Ploycab of 0.5mm or equivalent brand of repute having 0.5 mm)	Lump sum (meters)
05	50 pairs PVC telephone cabling (ISI make) <u>(The bidder has to quote the brands like Finolex, RR, Ploycab of 0.5mm or equivalent brand of repute having 0.5 mm)</u>	Lump sum (meters)
06	20 pairs PVC cabling (ISI make) <u>(The bidder has to quote the brands like Finolex, RR, Ploycab of 0.5mm or equivalent brand of repute having 0.5 mm)</u>	Lump sum (meters)
07	10 pair PVC telephone cabling (ISI make) <u>(The bidder has to quote the brands like Finolex, RR, Ploycab of 0.5mm or equivalent brand of repute having 0.5 mm)</u>	Lump sum (meters)
08	5 pair telephone cabling (ISI make) <u>(The bidder has to quote the brands like Finolex, RR, Ploycab of 0.5mm or equivalent brand of repute having 0.5 mm)</u>	Lump sum (meters)
09	2 pair telephone cabling (ISI make) <u>(The bidder has to quote the brands like Finolex, RR, Ploycab of 0.5mm or equivalent brand of repute having 0.5 mm)</u>	Lump sum (meters)
10	PVC casing ( ISI make)	Lump sum (meters)
11	Any other as per the requirement	As per actual

## TECHNICAL SPECIFICATIONS DIGITAL ISDN / VoIP

### EPABX SYSTEM:-

1. System Specification
2. Key Phone Specification
3. System Features
4. Technical specification

#### **DETAILED SPECIFICATION FOR EPABX SYSTEMS**

S.No.	General Specifications	Technical Compliance (Yes/No)
1.		
a	The EPABX System should be Digital Microprocessor based stored program control with latest Soft Version. It should have facility to connect Computer Terminal, Telephone, and paging System through suitable Interface common to all such devices. Tenderers shall indicate full details of the system offered including CPU speed.	
b	The system shall be capable of working in a suitably ventilated non-air-conditioned environment. System design shall be immune to noise from various sources like power supplies, lighting system etc.	
c	The system shall ensure a very high degree of availability and maintainability through use of highly reliable components and appropriate structural & functional units. Provision of redundant control units in a suitable configuration shall be provided as an option	
d	All components should be rated for continuous operation of the system. It should be designed in such a way that any damage in any circuit/ subassembly/ assembly/parts should be self-containing and should not be propagate to other parts of the system.	
e	The EPABX shall be capable of pulse to tone conversion and vice versa to enable correct operation (originating & receiving calls) with the DTMF and dial pulse signaling having a speed range of 8-12 PPS and break ratio of 50 to 80%. Dialing out shall meet following limits. Dial Speed : 10+/-0.5 PPS Make/break ratio : 1:2, normal with break period between 65 to 68% IDP : >550ms.	
f	Call buffer memory for EPABX system ( to be mentioned clearly)	
g	There must be protection of EPABX System from high voltage/ current transient occurring on junction lines to the Exchange.	
h	Power fail cut through shall be provided as specified under clause '3y' of SYSTEM FEATURE.	
i	All cards of the same type & design shall be interchangeable without necessitating special adjustments. System would be offered by the firms with Hot standby facility if they have provision for	

	the same.	
j	Cabinet design shall provide for adequate ventilation to dissipate heat due to energy loss.	
k	The points for connecting supplies, the power supply to the different plug-in cards shall be standardized & mechanically interchangeable to prevent damage due to accidental interchange of cards.	
l	Sub-assemblies & printed cards in the equipment shall be suitably marked Identification of a type of card in its connector shall be possible without necessitating its removal. Any plug-in component shall be marked with sufficient information for its complete identification.	
m	All instructions labels or any other making on the equipment shall be perfectly legible.	
n	Connecting cables between jacks shall be marked in their extremities with identical designation as on the fixed connecting flanges.	
o	Fuses used shall have a suitable marking for the different rating to enable easy identification and replacement of the sum.	
p	The items quoted shall have TEC approval for interconnection. TEC Approval will not be necessary for IP Gateways and DECT. Tenders shall furnish a copy of TEC approval certificate along with tender. <b>TEC certificate of the Government agency. The condition of the bid document is to be fulfilled by the prospective bidders.</b>	
<b>2.</b>	<b>Power Supply</b>	
a	The EPABX should support 230 V +/-, 50+/- 2 Hz AC with online UPS, 1 KVA 46 nos. & 2 KVA 4 nos. with minimum power backup of 1 hour. The bidder has to quote the reputed make UPS along with good quality and standard batteries.	
b	EPABXs Operating on 230V+or-10% AC shall have in built battery charging arrangement for providing battery backup for 2 h minimum. Batteries for this purpose shall be ordered separately.	
c	Power back up for 230V systems can also be provided by external UPS which will also be ordered separately.	
d	The derived power supply shall be suitably protected on the input side against over current and accidental reversal of polarity and on the output side against over current and over voltage. Automatic recovery shall be possible.	
<b>3.</b>	<b>System Features</b>	
a	The EPABX System must have Digital PCM/ TDM (non-blocking) technology. They Shall indicate the switching IC/ CHIP used. They Shall furnish Calculation showing the non blocking technology/ switching.	
b	Tone and Ringing: The System shall provide the standard tones and ringing current as in the public Telephone Network as follows: (i) Ringing 75 V AC, 25Hz.  (ii) Ring back tone 400 Hz. 0.4 sec ON, 0.4	

	<p>sec OFF.</p> <p>(iii) Dial tone 400Hz, 0.75 sec ON, 0.75 sec OFF.</p> <p>(iv) Busy tone 400 Hz, 0.75 sec ON, 0.75 sec OFF.</p> <p>(v) Operating Voltage 48V+/-4V DC.</p>	
c	The equipments and circuits for tones and ringing shall form part of main PABX equipment's.	
d	The equipments should have Automatic Route Selection facility to determine least cost route automatically based on class of service.	
e	Extension- to Extension Dialing: It shall be possible to establish internal calls automatically by dialing any number without assistance of the attendant.	
f	Direct Outward Dialing: It shall be possible to establish external calls automatically by dialing any number without the assistance of the attendant (Subject to class of service)	
g	Provision of DID & DISA: It shall have facility for direct inward dialing and direct inward station access.	
h	Direct Out wards Station Access (DOSA): Any Extension can access the trunk lines of the System through personal pass code to make outward calls. All DOSA calls remain in account of that particular Extension.	
i	Direct Station Selection (DSS): Just pressing a single key the operator or extension or access the trunk line without hassles of pressing 3 digits.	
j	Multi Level Voice DISA: When ordered as an extra feature/ card, this will enable the systems to provide auto attendant service to outside callers to directly access the desired extension by surpassing the operator. The caller should be step wise guided by multi-level voice messages.	
k	Access To Exchange Network: It shall be possible for an extension to get access to public network with or without the attendant in such cases, facility shall exist for the attendant to either dial the required No. or to merely extend the junction to the extension and permit the subscriber to dial the number.	
l	Privacy of Call: Full privacy of conversation shall be available on all calls whether established directly or by the attendant. A warning tone of a specified frequency shall be applied when trunk-offering facility is exercised by the attendant on an extension user.	
m	Class of Service: It shall be possible to allow an extension control over the telephone usage by providing him suitable class of service.	
n	The coding technique to be used in ALAW/CODEC per channel.	
o	System should have provision for Automatic Last Number Redial up to 20 times on junction Line.	
p	During night, when the board is shut, external lines should be linked to any pre-defined extensions.	
q	Provision for connecting recorded voice/ answering to make available extensions to an incoming call	



	without the help of operator.	
r	Flexible Numbering scheme: System should have provision for flexible numbering plan up to four digits for extensions.	
s	Trunk Support: The System should support the following connectivity to satisfy all type of trunks & tie circuits. Analog for all For ISDN compatibility In case of Small EPABX System: ISDN BRI In Case of Large EPABX System: ISDN BRI & ISDN PRI or better.	
t	Universal Port Configuration: All Ports of the System should be identical to facilitate flexible configuration of the System as per user needs.	
u	Discriminate Ringing: The System support discriminate ringing to indicate internal & external calls.	
v	Multiple Consoles: The System should support Systems.	
w	Mixed station Dialing: To support all the features irrespective of type of telephone instruments i.e, DTMF OR DECADIC.	
x	Versatile ASMDR The System should support that can record & print up to at least 3500 calls without dedicate printer.	
y	Power Failure Transfer: In the case of power failure all P&T/ Company lines become available on the pre-set Extensions.	
z	Programmable Class of Service the System should support programmable class of service for P&T (STD/ISD/ LOCAL) dialing as per need. (i) Direct Call Billing In Rupees: The System Should support direct call billing ( near value) through Parallel / Serial port printer without computer (ii) Call Billing Printout Options: The System Should support versatile multiple combinations of direct printout options with total amount viz., Extension wise, Trunk wise. Today's call print out, Group wise printout, particular date, particular Month, particular Time, Particular Phone etc. (iii) Remote Maintenance: The System Programming can even be done from remote locations.	
<b>4.</b>	<b>Extension Features</b>	
a	<u>Automatic Call Back</u> : Facility shall exist for an extension user on encountering a busy signal on a called extension, to invoke the automatic call back feature by dialing a code before hanging up. When both the calling and called parties are free, the call should be automatically put through and in case of no- answer the call may be disconnected after a specified time period.	
b	<u>Call Forwarding</u> : An extension with this class of service shall be able to transfer all incoming calls,	

	temporarily to another pre-selected extension. Such requests shall be registered by dialing a code followed by the extension No. Facility shall also exist for cancellation of a request registered earlier. This facility should be available throughout the network if more than one EPABXs are inter – connected in a private Network.	
c	<u>Consultation Hold</u> : An extension engaged on an external call (incoming or outgoing) shall be able to hold the call while making internal call for private consultation. The external subscriber shall not overhear such consultation. There must be facility of music during hold condition.	
e	<u>Automatic Call Transfer</u> : It shall be possible for an extension user to transfer incoming calls to another extension with or without help of the attendant. This facility should be available throughout the network if more than one EPABXs are interconnected in a private network.	
h	<u>Access to paging</u> : Extensions and attendant shall have dial access to a loudspeaker or any other type of paging system where such a system exists.	
i	<u>Conference Call</u> : It Shall be possible for an extension user upto a maximum number of 6 to talk to each other at the same time on a conference circuit. One of the extension user or by the attendant may set up the conference call. This facility should be available throughout the network if more than one EPABXs are interconnected in a private network.	
j	<u>Call Pick UP</u> : It shall be possible for an extension user to pick –up incoming calls ringing on another extension without the help of the attendant. This Facility should be available throughout the network if more than one EPABXs are interconnected in a private network.	
k	<u>Call Re- Routing</u> : It shall be possible for a call to be re- routed, without help of the attendant, to other pre-defined extensions when certain conditions apply. This facility should be available throughout the network if more than one EPABXs are interconnected in a private network.	
m	<u>Dynamic STD Lock</u> : The System should support that individual extension can lock outward dialing (STD/ ISD/ LOCAL) by a personal secret pass code to prevent misuse by others.	
n	<u>Paging on Key Phone</u> : The caller can activate speaker phone of the called extension to communicate in urgency in own voice when Extension is idle.	
o	<u>Call Name &amp; Extension number on Display (Internal CLI)</u> : Name as well (as Extension No. of the caller is displayed on the key Phone, Facilitating to respond accordingly.	
q	<u>Auto- Answer/ Auto –Off</u> : Key Phone can be programmed for auto-answer after pre-set number of incoming rings. The Key Phone is automatically disconnected when caller disconnects.	
<b>5.</b>	<b>Attendant's Console Features :-</b>	

a	The operator console should have soft/ feather touch keys with easy to view display and busy lamp field for extensions. It will have easy handling facility for all internal & external calls.	
b	<u>Answering an Incoming Call:</u> Facility should exist for answering an incoming call, whether from an internal extensions or external junction. It should be possible to identify the type of call that is internal, external line etc. from the call indicator.	
c	<u>Call Queuing:</u> All incoming calls should be presented to the console in order of the arrival. Facility should exist for giving preference to junction calls over calls from internal extensions.	
d	<u>Serial Call:</u> Facility should exist in Large systems to extend an incoming call as serial call, which should come back to attendant on completion o call and permitting the attendant to route the call to another extension and so on.	
e	<u>Call Waiting Display:</u> An Indication should be given when there is an unanswered call waiting in the queue. The lamp shall flash if number of calls waiting in the queue are two or more or if a call has been waiting for more than a predetermine time.	
f	<u>Call Selection:</u> Facility should exist to the attendant to select which incoming call to be answered first.	
g	<u>Call Hold Facility:</u> It shall be possible for the attendant to place an incoming junction call on hold pending further processing.	
h	<u>Setting up External Calls:</u> Facility shall exist for enabling the attendant to set up the external calls for the extensions, which are allowed to access the public network. The attendant may either dial the number himself or merely extend the junction to the authorized extension user.	
l	<u>Trunk Offering:</u> The attendant shall be able to offer an incoming call to busy extension. A tone shall however, alert the talking parties when the attendant barges – in on a connection.	
J	Remote Supervisor Control facility	
K	<u>Position Busy:</u> When more than one console is in use. It shall be possible for a console to prevent further incoming calls from being assigned to it by busying itself. When a console is so busied all the waiting calls queued for the particular console shall be transferred to other console/ extensions. Incoming calls in cases where two consoles exist shall be equally distributed. Facility shall exist during absence of the attendants for incoming external calls to be forwarded to one common or several individual extensions.	
L	<u>Night Service:</u> It should be possible for all incoming calls to be transferred to certain pre-fixed extensions, in case this option has been exercised during the night.	

**The digital EPABX system should have features as per the tender document. The bidders should give point wise compliance to above specifications & features listed failing which the offer shall not be considered for further evaluation.**

**Key Phone Specification (Telephone Instrument with CLI) :-**

<b>S. No.</b>	<b>Specification</b>	<b>Technical compliance Yes / No</b>
1	Key Phone should have 2 x 20 Characters with Liquid Crystal Display (CCA). <b>For CLI Phone LCD display is required. The bidder has to meet the specifications as per the tender document.</b>	
2	Dual mode programmable keys with dual color indication.	
3	Menu driven Key Phone	
4	Auto redial facility for outgoing calls and auto answer of all incoming calls.	
5	Name and number display of calling party.	
6	Computer Telephony Integration	
7	Phone book	

**3. System Features (in brief):-**

<b>Sr. No.</b>	<b>Features</b>	<b>Technical compliance Yes / No</b>
1	Direct Inward Station Access	
2	Direct Outward Station Access	
3	Restricted DID	
4	Forced Account Code	
5	Auto Redial	
6	Personal & Global Memory Dialing	
7	Least Cost Routing	
8	Polarity Reversal / 16 Khz Metering	
9	Call Budgeting	
10	Conference 5 Set 3 Party	
11	External Music Interface	
12	Flexible Numbering Scheme	
13	Fixed Duration Call Extension wise	
14	SMDR for Call Details	
15	Auto Day/ Night Mode	

16	Force Trunk Line Disconnection	
17	Un Supervised Conference	
18	Barge in with Level Authority	
19	Caller Line Identification. (CLI)	
20	Walking Class of Services with multiple passwords	
21	Serial Call Transfer	

- a. Manufacture's authorization to the bidder for their specific tender for spare parts support for next 05 years and AMC support for next 05 years.
- b. The bidders should have fully fledged equipped service centers in the State of Madhya Pradesh for quick support.
- c. Installation of the EPABX system & training at District Courts will have to be arranged by the vendor. In case installation/training charges are to be paid extra, the same MUST be specified in the offer, failing which the offered rates will be treated as inclusive of installation/training charges. Name and postal address of the agency who will provide after sales service MUST be clearly mentioned in your offer. Installation and training clauses MUST be clearly mentioned in your offer (both in technical and commercial bids).
- d. The equipments quoted shall be complete in every respect with all mounting, fittings, fixtures and standard accessories needed for installation and safe operation, though some of them may not have been detailed in the technical specifications.

**ADDITIONAL IMPORTANT REQUIREMENTS:-**

- i. The offer should be for the **reputed brands** of item and detail Specification should be furnished for each item.
- ii. A complete list of optional utilities along with specifications and cost should be given.
- iii. Installation and satisfactory operation of the supplied items will be the responsibility of the supplier.

- iv. The free services, warranty, up gradation, maintenance and other facilities provided should be specified along with conditions if any.
- v. Catalogue/Technical literature drawing may be attached with the tender forms.
- vi. List of customers / offices may be mentioned to whom the items has been supplied and performance certificate, if any.

**\* Note : Specifications may change at the time of finalization of the contract depending on the requirement of the High Court.**

**Section – VII**  
**PRICE DETAILS**

**Detail Break up of Cost : PART –A**

Sl. No.	Item Description	Unit	Qty.	Unit Rate	Taxes and Duties	Total Amount (Rs.)
1	2	3	4	5	6	7= (5+6)x4
1	EPABX System with In built 4 Port voice mail, No. of Extensions: 48, No. of Junctions: 8, No of Expandable Ports: 128, Operator's Console: 01, Compatible: ISDN & Networking.	set	46			
2	EPABX System with In built 4 Port voice mail, No. of Extensions: 64, No. of Junctions: 16, No. of Expandable Ports: 256, Operator's Console: 01, Compatible ISDN & Networking.	set	03			
3	EPABX System with In built 4 Port voice mail, No. of Extensions: 128, No. of Junctions: 24, No. of Expandable Ports: 512, Operator's Console: 01, Compatible: ISDN & Networking.	set	01			
4	Online UPS of 1 KVA with minimum one hour backup time .	No.	46			
5	Online UPS of 2 KVA with minimum one hour backup time .	No.	04			
6	<i>Main Distribution frame (MDF) with IPM</i>					
a	50 pairs		10			
b	100 pairs		30			
c	200 pairs		10			
7	Training to operator & staff at all District Courts	LS (Lumsum)	-			
8	Any other items as per requirement of the site.					
	<b>Total (A)</b>					
	<b>Total Amount in Words</b>					

**PART-B**

<b>Sl No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Rate Per item /meter</b>	<b>Taxes and Duties</b>	<b>Total</b>	<b>Total Amount (Rs.)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8 = 4x7</b>
<b>1</b>	Branded Secure telephone instruments with <u>CLI</u> (The bidder has to quote the brands like Beetel / Binatone / Protel / Panasonic or equivalent brand of repute)	Number	1400				
<b>2</b>	Branded Secure telephone instruments <u>without CLI</u> The bidder has to quote the brands like Beetel / Binatone / Protel / Panasonic or equivalent brand of repute	Number	500				
<b>3</b>	A class Telecom Earthing for EPABX system	Job	50				
<b>4</b>	100 pairs PVC telephone calling (ISI make)	Meter	Per meter				
<b>5</b>	50 pairs PVC telephone cabling (ISI make)	meter	Per meter				
<b>6</b>	20 pairs PVC cabling (ISI) make	meter	Per meter				
<b>7</b>	10 pair PVC	meter	Per				



	telephone cabling (ISI make)		meter				
8	5 pair telephone cabling (ISI make)	meter	Per meter				
9	2 pair telephone cabling (ISI make)	meter	Per meter				
10	PVC casing (ISI make)	meter	Per meter				
	Total (B)						
<b>Total Amount in Words</b>							

Note: The bidder has to quote labour charges for cable and casing in running meters

Total ( A + B ) In words \_\_\_\_\_

Signature of Bidder with seal \_\_\_\_\_

Name \_\_\_\_\_

Business address \_\_\_\_\_

Tel. No. & Mobile No. \_\_\_\_\_

Email : \_\_\_\_\_

Place :

Date:

**Note:**

**(a) The quantities and specifications mentioned above are indicative and approximate only. The Registrar General, High Court of Madhya Pradesh reserves the right to change the quantities and the configuration of items mentioned above without assigning any reason thereof.**

**(b) The number of items and length of cable may be used as per the requirement of the site/locations. The vendor has to submit the bill as per actual and the payment will be made in the same proportionate.**

**Form: PQ-1**

**Techno-commercial Bid**

<b>Sl.No.</b>	<b>Description</b>	<b>Indicate also page number where the document is attached</b>
1.	Name, address & telephone number of the agency/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 and <b>Copy of previous 3 Financial Year's Income Tax Return.</b>	
6.	Valid ISO9001:2008 Certificate of the bidder and products <b>(Please attach copy)</b> . The supplied products to be Rohs certified.	
7.	Service Tax Registration No. (Please attach)	
8.	Latest Service Tax Return (Please attach).	
9.	Experience Certificates/details of 05 years in providing similar supply / services in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies or reputed organizations	
10.	Details of Bid Security/Earnest Money Deposit: a) Amount:- b) Demand Draft :- c) Date of issue:- d) Name of issuing Bank:-	
11	The bidder should have <b>Office / Service Centers</b> in the State of Madhya Pradesh.	
12	The bidder / OEM should have valid Interface Approval Certificate as per TEC specifications. (Telecom Engineering Center, Department of Telecommunication, New Delhi )	
13	OEM certificate (in case the vendor participate in the bid)	

**Form: PQ-2**

**BIDDER'S ANNUAL TURNOVER**

\_\_\_\_\_ (Location)  
\_\_\_\_\_ (Date)

From (Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To

The Registrar General,  
High Court of Madhya Pradesh,  
Jabalpur

**Ref.:** \_\_\_\_\_

Dear Sir/Madam,

We hereby certify that the average annual turnover of M/s.  
\_\_\_\_\_ (name of the bidder) is not less than Rs. 5  
Crores during the last three financial years.

Sl No.	Firm	Year - 1	Year - 2	Year - 3
		Amount	Amount	Amount
1				

**Yours Sincerely,**

**(Signature of Auditor)**

**Name and Designation of the Auditor:**

**Name and address of the Auditor:**

**Seal:**

Form: PQ-3

**SIMILAR WORK EXPERIENCE**

\_\_\_\_\_ (Location)  
\_\_\_\_\_ (Date)

From (Name & Address of the Bidder)

\_\_\_\_\_ To  
\_\_\_\_\_ The Registrar General,  
\_\_\_\_\_ High Court of Madhya Pradesh,  
\_\_\_\_\_ Jabalpur

**Subject:** Supply, Installation and System Integration of EPABX systems along with Peripherals **at Subordinate Courts in the State of M.P.**

**Ref.:** \_\_\_\_\_

1. We hereby declare and confirm that we, \_\_\_\_\_ (Name of the Bidder), having registered office at \_\_\_\_\_ (address) have successfully executed following projects. We are providing the details below: (Note: add rows as required).

Sl. No.	Name of the client organization	Purchase Order (P.O) No. & Date of issue of P.O.	Project Value	Brief Scope of Work	Whether the copies of the purchase orders / contracts from the client as required, is attached?	
					Yes/No	Pg. No. on the Proposal

**Yours Sincerely,**

**(Signature of Authorized Signatory)**

**Name and Designation of the Authorized Signatory:**

**Name and address of the Bidder Company:**

**Seal:**

## Annexure - 1

Compliance statement on the technical specification as prescribed in the section VI of this document.

Sl. No.	Clause no.	Complied / Not complied

**Note:- Please clearly mention the compliance / non compliance of the technical specifications.**

## Annexure - 2

### DEVIATION STATEMENT FORMAT

The Bidder is required to provide the details of the deviations of the tender clauses **(in any section of the tender)** in the following format.

Sl. No.	Section No.	Clause No	Clause Description	Non Compliance/ Partial Compliance	Remarks

**Note:- Please clearly mention the compliance / non compliance of the technical specifications.**

**PART – I**

**BID FORM (1 sheet)**

**Tender No. :**

**Date :**

To,

**The Registrar General  
High Court of M.P.,  
Jabalpur (M.P.)**

**Respected Sir,**

1. Having examined the conditions of contract and specifications in the tender document and annexure, the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and install EPABX system and other related Peripherals for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to complete delivery of all the items specified in the contract within the delivery schedule specified in the tender.
3. If our Bid is accepted, we will obtain the unconditional performance guarantees of a Nationalized/Scheduled Bank for a sum 10% of the purchase / contract value.
4. We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Purchase Order of Contract is prepared and a contract is executed accordingly, this Bid together with your written acceptance thereof in your notification of award shall constitute a contract binding on us, subject to terms and conditions mentioned in the tender document.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

7. We understand that you are not bound to accept the lowest or any bid, you may receive and you may reject any bid without assigning reason therefore and you may vary, amend or alter any terms and conditions of the Tender Document at the time of execution of the Contract.
8. We understand that you are free to accept any tender without assigning any reason.

**Dated this ..... day of ..... 2016**

**Name and Signature** .....

**In the capacity of** .....

**Duly authorized to sign the bid  
for and on behalf of** .....

**Witness** .....

**Address** .....

**Signature** .....



## **CERTIFICATES**

### ***WE CERTIFY THAT:***

1. We will not LEAK / DISCLOSE any information of the 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/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 document is 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.

***Authorized Signatory  
(Seal of the Company)***

**PLACE OF DELIVERY AND INSTALLATION**

<b>“ANNEXURE – A”</b>																																																																	
<b>1</b>	<b>2</b>																																																																
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