

HIGH COURT OF MADHYA PRADESH, JABALPUR

Ref No. Reg(IT)(SA)/2017/897

Dated: 02/08/2017



Bid Document for Supply, Installation, Commissioning and Maintenance of Servers

Note: This document contains total 42 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)/2017/897

Date: 02/08/2017.

The Registrar General, High Court of Madhya Pradesh invites sealed tenders as a package from experienced and reputed firms/organizations/ Original equipments manufacturer (OEM) for the work **“Supply, Installation, Commissioning and Maintenance of Servers ”**.

Sl. No.	EMD (In Rs.)	Tender fees	Last Date / Time of Submission of Bid	Date and Time of Opening the Bid	Time for Completion of the Work
1.	40,000/-	1000/-	24 th August, 2017 latest by 03:00 PM	24 th August, 2017 at 03:30 PM	Maximum 01 Month

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.1,000/- (Rupees One 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.gov.in or Government tender portal www.tenders.gov.in .

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 Documents. If the date of submitting/opening of the Bid is declared as holiday then the bids shall be submitted / opened on 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.)

Email: mphc@nic.in , Landline: **0755-2623358**

Seal and Signature of the Bidder

Section – II

2 INSTRUCTIONS TO BIDDERS:-

2.1 DEFINITIONS:-

- a) **“The Purchaser” or “The Employer”** means the High Court of Madhya Pradesh through 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”. 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 “Purchaser” and the “Successful Bidder”, 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 provided by the Bidder at the locations

specified by the Registrar General, High Court of Madhya Pradesh. 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 and Training at the site.

- i) **“Services”** means Design, Supply, Installation, Integration, Training and coordinating for 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) **“Tender Fees”** is the amount of the tender document.
- m) This tender is subject to availability of funds / Budget.

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
- 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 TENDER FEE (AF) AND EARNEST MONEY DEPOSIT (EMD):-

2.5.1 The proposal should be submitted along with the tender fee of Rs.1000/- (Rs One Thousand only) and Earnest Money Deposit (EMD) is of Rs. 40,000/- (Rs. Forty Thousand Only) 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 **Jabalpur** . The Bid submitted without EMD and tender 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:-

2.6.1 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:-

2.8.1 The bids shall remain valid for a period of 150 days from the last date of submission.

2.8.2 The High Court can further extend the period for validity of this tender by 60 days.

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.

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 by the authorized signatory.**

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 tender fee of Rs.1000/- (Rs. One Thousand only) & EMD of Rs. 40,000/- (Rupees Forty Thousand only). 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** superscribed as “**Supply, installation,**

Commissioning and Maintenance of Servers Bid from: M/s -----” “NOT TO BE OPENED BEFORE **3:30 P.M. on 24th August, 2017** which will be received and time mentioned in the Schedule of Events. The Bid is to be submitted to the **“Inward / Receipt Section 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 notice 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:-

Bidders that meet **ALL** of the following pre-qualification criteria need only apply.

2.15.1 (i) Annual Financial Turnover of the bidder during the last 3 years, ending 31st March of previous financial year i.e. 2017 *should be at least Rs. Two Crore.*

Documentary proof needs to be submitted for the above.

2.15.2 (ii) Five years Experience in Supply, Installation, commissioning, Maintenance of Servers or similar high end computing equipments from last day of month previous to the month of publication of this tender

2.16 SCHEDULE OF EVENTS:-

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

Sl. No.	Events	Date
01	Last date and time of bid submission.	24 th August, 2017 latest by 03:00 PM
02	Date and time of opening of the Bids at High Court of Madhya Pradesh, Jabalpur	24 th August, 2017 at 03:30 PM

2.17 OPENING OF PROPOSAL:-

The Evaluation Committee or its authorized representative 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 Bidders.
- 2.18.3 The tender has been invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit separate sealed envelopes super as mentioned above under clause 2.10.3

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 during evaluation process. The proposals shall be opened in presence of their representatives who wish to attend.

Phase-3 : Financial proposal of only the qualified bidders will be opened .

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, commissioning, system integration of equipments and Maintenance costs.

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 of the proposals. 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 provided in the Bidding Documents, 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 India and in Madhya Pradesh 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 High Court of Madhya Pradesh security rules, policies, standards, guidelines and procedures. 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 three years.

Section – III

3 GENERAL CONDITIONS OF THE CONTRACT (GCC):-

3.1 GENERAL:-

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

3.2 PERFORMANCE GUARANTEE:-

3.2.1 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 the period of **60 months** within 15 days from the date of purchase order.

3.2.2 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.

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

3.2.4 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 materials along with the related documents as per the tender document and 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 along with the supplied products/equipments.

3.4 WARRANTY:-

- 3.4.1 The Bidder is required to provide on-site comprehensive warranty valid for 60 months for all supplied hardware from the date of installation.
- 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-provisions 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 and warranty maintenance of Servers

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

3.5.1.1 80% of total price against delivery of the equipments at the site after submitting the duly verified delivery challan of the site / locations.

3.5.1.2 20% 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 work and 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 **30 days from the date of issue of Letter of Acceptance/ Letter of Intent.**

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 Purchaser, 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 notice, 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 vendor.

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. 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 the 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 the Registrar General, High Court of Madhya Pradesh against any type of tender nor their offer will be considered by the Registrar General, High Court of Madhya Pradesh against any ongoing*

tender(s) where contract between the 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 the 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 Registrar General, High Court of Madhya Pradesh or his nominee. The sole arbitrator will be appointed by Hon'ble the Chief Justice, High Court of M.P. and the decision of the Arbitrator shall be final and binding upon the parties. The arbitration shall be in Jabalpur and the Arbitrator shall give his award in accordance with "*The Arbitration and Conciliation Act, 1996*".

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 IV**, 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 SOFTWARE:-

4.2.1 All the equipments / system and software to be supplied shall conform to the relevant technical specifications 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 at 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. The 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 High Court of Madhya Pradesh, Jabalpur.
- 4.3.7 Any components or parts 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. Material 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 material is manufactured/ offered for inspection.
- 4.3.9 All material brought to site 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 at the site 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 Servers.

5.2 SUPPLY:-

Supply of servers, components, accessories, mounting hardware, software, wires and cable for connection, etc. as per the requirement of the High Court

5.3 INSTALLATION & WIRING:-

5.3.1 Installation & wiring of all equipments, components and accessories. Installation of all necessary software's and drivers.

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 technical specifications. 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 taking-over certificate / installation certificate.**

5.6 WARRANTY TERMS AND CONDITIONS:-

5.6.1 The Contractor shall be solely responsible for the maintenance, repair of the whole 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 numbers / E-mail which may be contacted by the Registrar General, High Court of Madhya Pradesh or its authorized Officer / 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/E-mail etc., shall have to be intimated in writing by the Contractor to the Registrar General, 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 / supporting

their engineers 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 equipments would be **24x7x365**.

5.7.2 Scheduled Downtime:-

- (a) Scheduled downtime is defined as the period of time when software application will remain unavailable for conducting necessary preventive maintenance, urgent repairs etc. This is the maximum duration, which the Contractor can take for scheduled downtime purposes.
- (b) It will be expressed in hours.
- (c) The maximum scheduled downtime for any equipment would be 2 days in every calendar month.
- (d) The preventive maintenance would be carried out with a minimum advance notice of 24 hours in writing and subsequent acceptance of the same by Registrar General, High Court of Madhya Pradesh.

5.7.3 Mean Time To Resolve / solve the problem (MTTR) :-

- (a) MTTR is defined as the arithmetic average of the time taken to attend 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 of delay / per fault /
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			per occasion
Mean time to resolve (MTTR)	(i) Within 24 working Hours from the call logging time – for all High Severity events (ii) Within 48 hours from the time of attending the problem for all Low severity events	Calculation of fault duration per instance based on Fault Docket	(i) For High Severity events, Rs. 2000/-. (ii) For Low Severity events, Rs. 500/- Delay will be counted in steps of one hour.

5.7.4.1 The Successful Bidder needs to maintain the Service Levels 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.

5.7.4.3 After the expiry of warranty, it shall be optional for Registrar General, High Court of Madhya Pradesh 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) parameters as mentioned below. Any cost involved to meet the service level requirements specified above is to be borne by the Bidder.

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.

5.7.4.6 The preventive maintenance of all the installed equipments / products to be carried out every 6 months during the warranty period and the report is to be submitted to the Registrar General, High Court of Madhya Pradesh.

Section – VI

6 **TECHNICAL SPECIFICATIONS:-**

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

- (i) Five years comprehensive Onsite Warranty on all supplied equipments.
- (ii) All the necessary and required cables and other accessories.
- (iii) Enclose all catalogue and technical brochures of the products / items along with MANUFACTURER AUTHORIZATION FORM (MAF) addressed to the Registrar General, High Court of Madhya Pradesh., Jabalpur (M.P.)

Minimum Specifications

RACK Servers

S.No.	Item	Minimum Specification	Technical Compliance (Y/N)
01	Form Factor	Rack Server	
02	Processor	2x Intel Xeon E5-4610 v4 1.8GHz or above, 25M Cache, Max memory 1866MHz 1 Chassis up to 8, 2.5" Hard Drives.	
		DIMM Blanks for Systems with 4 Processors Upgrade to Four Intel Xeon E5-4610 v4 1.8GHz or above,25M Cache.	
03	Chipset	Intel Chipset	
04	Memory	Minimum Memory: 256 GB RDIMM, 2400MT/s Dual Rank x 8 Data Width.	
		Maximum Memory Support: Scalable upto 384 GB or above. Memory should support advanced memory protection features like advanced ECC, Online Spare etc.	
05	HBA	Dual Channel 10Gb Optical Fiber Channel HBA PCIe (HBA Card for SAN storage connectivity).	
06	Ethernet Controller	2 x 10 G multifunction network ports and support for partitioning up to 4* Ethernet ports. Should have an additional embedded NIC for remote	

		management.	
07	Internal Storage	6 x 300GB 15K RPM SAS 2.5in Hot-plug Hard Drive HDD <u>or more</u> hot swappable system disk with mirroring using integrated RAID 0, 1 on internal disks. It should be possible to hot swap the drives without shutting down the server.	
08	Expansion Slot	Minimum of 2Nos of PCIe 3.0 based slots to support PCIe x8 based Ethernet, FC adapters and Infiniband adaptors or equivalent.	
09	Display	VGA / Graphics Port / Controller	
10	OS Support	Should support heterogeneous OS environment to run Windows latest Server (32 & 64 Bit), Red Hat Linux / Suse Linux etc.	
11	Operating System	To be supplied with Redhat Enterprise Linux 7.3 or above with (factory installed) 3 years minimum subscription.	
12	Industry Standard	The server must be compliant with following international standards: PCIe 3.0 Compliant, USB 2.0 Support, ACPI 2.0. Compliant.	
13	DVD	DVD+/-RW required.	
14	Power supply	Redundant power supply required.	
15	Products Certifications	UL/FCC, Should be in the in the list of top 5 server brands as per IDC report published for India in last 5 years.	
16	OEM Certifications	ISO 9001-14001, ISO 9001-2008 valid certifications.	

**PRICE BID
Section – VII**

Detail Break up of Cost*

Name of the Bidder:

Specify Make and Model of each item the bidder Quoted:

S. No.	Item Description	Unit Price (Rs.)	GST	Any other duty / tax (if applicable)	Total Unit Price (All inclusive) with 05 years on-site warranty (Rs.)	*No. of Items to be procured	Total Cost
	1	2	3	4	5	6	7 = (5 X 6)
01	RACK Servers as per the specifications mentioned in the tender document					02	
TOTAL VALUE in Rs.							

Total Bid Price in Rs. _____

In words _____

Signature of Bidder with seal _____

Name _____

Business address _____

***Note: Please refer to clause no. 2.6 and 2.7**

Note (1): The quantities mentioned above are indicative 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.

(2): The purchase order may issue in phased manner depending upon the availability of funds / budget

Form: PQ-1

Techno-commercial Bid

S. No.	Description	Indicate also page number where attached
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 Copy of previous 3 Financial Year's Income Tax Return.	
6.	Valid ISO Certificate of products(Please attach copy)	
7.	Service Tax Registration No. (Please attach).	
8.	Latest Service Tax Return (Please attach).	
9.	Experience Certificates / details of 5 years in providing services / supply of Servers or similar high end computing devices / equipments in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies/Reputed Private organizations.	
10.	Details of Bid Security/Earnest Money Deposit: a) Amount: b) Demand Draft : c) Date of issue: d) Name of issuing Bank:	

Form: PQ-2

BIDDER'S ANNUAL TURNOVER

_____ (Location)
_____ (Date)

From (Name & Address of the Statutory Auditor)

_____ 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. Two
Crore** during the last three financial years.

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

Yours Sincerely,

(Signature of Statutory Auditor)

Name of the Statutory 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, Commissioning and Maintenance of Servers.

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

Clause by Clause compliance statement on the technical specification as prescribed in the section VI of this document.

Sl. No.	Clause no.	Complied / Not complied

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

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 deliver Servers 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.

Dated this day of 2017

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 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)