HIGH COURT OF MADHYA PRADESH: JABALPUR NOTICE INVITING TENDER

e-Tenders are invited by the High Court of Madhya Pradesh from experienced and reputed firms / organizations / Original equipments manufacturer (OEM) for the "Purchase of Desktop Computers and Laptop Computers at High Court of Madhya Pradesh". The last date of online tender submission is 20th January, 2025 before 06:00 P.M. (mandatory). The sealed tender complete in all respect addressed to "Registrar General, High Court of Madhya Pradesh, Jabalpur" must be submitted before 05:00 P.M. on 21st January, 2025 (mandatory). The technical bids of the tender shall be opened online on 22nd January, 2025 at 11:30 A.M. The detailed tender document is available in the official website of the High Court of Madhya Pradesh www.mphc.gov.in and Government e-procurement portal www.mptenders.gov.in.

Sd/-REGISTRAR GENERAL

HIGH COURT OF MADHYA PRADESH: JABALPUR

// NOTICE INVITING TENDER //

No. Reg(IT)(SA)/2024/1932 Dated: 18.12.2024



Bid Document for

Purchase of Desktop Computers and Laptop Computers at High Court of Madhya Pradesh

Note: -This document contains total <u>43 pages</u> including cover. No change and modification in the document by the bidder is permissible.

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Section - I

SHORT NOTICE INVITING TENDER

No. Reg(IT)(SA)/2024/1932

The Registrar General, on behalf of High Court of Madhya Pradesh invites **e-tender** / **online tender** from experienced and reputed firms/organizations/ Original Equipments Manufacturer (OEM) for the "Purchase of Desktop Computers and Laptop Computers at High Court of Madhya Pradesh".

Estimated	EMD	Cost of	Date and	Last Date /	Last Date/	Date and	Time for
project	(In Rs.)	online	Time of	Time of	Time of	Time of	Completion
cost		Tender	Pre-Bid	online	tender	Opening	of the work /
(In Rs.)		Document	Meeting	tender	submission	of	project
		(In Rs.)		Submission	in	Technical	
					hardcopy	Bid	
						(online/	
						hardcopy)	
25 Lakh	50,000/-	1,000/-	04 th	20 th	21 st	22 nd	60 days
			January,	January,	January,	January,	
			2025	2025	2025	2025	
			at 11:30	before	before	11:30	
			A.M. in the	06:00 P.M.	05:00 P.M.	A.M.	
			Committee			7	
			Hall No. 03				
			at High				
			Court of				
			Madhya				
			Pradesh,				
			Jabalpur				

- 1. Tender documents may be viewed or purchased online by interested and eligible bidders from the website https://mptenders.gov.in after paying Tender fee of Rs.1,000/- and Processing Fee, as applicable. The tender document is also available in website http://www.mphc.gov.in.
- 2. Bidders can submit its tender online at https://mptenders.gov.in/ on or before the key dates given above. The Physical copy of the Technical Bid along with copy of online EMD should also be submitted at the address below as mentioned above.
- **3.** All further notifications/amendments, if any shall be posted on https://mptenders.gov.in and www.mphc.gov.in only. No separate communication shall be made with individual Bidders.

Dated:18.12.2024

4. The financial bids are to be submitted online and no hard sheet/ copy

is to be submitted along with the bid.

All other terms and conditions for submission of tender are contained in this

document. If the date of submission/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 ID: - regithcjbp@mp.gov.in with a copy to: - mphc@nic.in

Landline: 0761-2623358

Section - II

2. INSTRUCTIONS TO BIDDERS:-

2.1 **DEFINITIONS:-**

- a) "The Employer" or "The Purchaser" means the "Registrar General, High Court of Madhya Pradesh, Jabalpur".
- b) "The Bidder" means a firm 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 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 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 with High Court software and acceptance of the 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 for proper working of supplied equipments/items etc.
- j) "NIT" is the Notice Inviting Tender. It is essentially the Press Notification of the Tender.
- k) "**OEM**" means Original Equipment Manufacturer and/or Original Software Developer.
- I) This tender is subject to availability of funds / Budget from the State Government/ Department of Justice, Govt. of India.

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 Terms and Conditions for E-Tendering.

iv. Section IV General Conditions of Contract

v. Section V Special Conditions of Contract

vi. Section VI Scope of work

vii. Section VII Technical Specifications

viii. Section VIII Format to be used for submission of proposal

ix. Section IX Certificates

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 by issuing corrigendum / addendum in the website of the High Court.

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 EARNEST MONEY DEPOSIT (EMD):-

- 2.5.1 The proposal should be submitted along with <u>only online</u> application fee of Rs.1,000/- (Rupees One Thousand only) and Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand Only) in the form of <u>online mode</u> through e-procurement tender portal <u>www.mptenders.gov.in</u> valid for the period of 06 month in favour of "Registrar General, High Court of Madhya Pradesh, Jabalpur". 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 within 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, 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 the period of <u>180 days from the date of</u> <u>last submission</u>.

2.9 ONLY ONE BID PER PARTY:-

Each bidder is permitted to submit ONLY ONE BID. 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 physical proposals 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. <u>All the Pages and Papers to be</u> signed and sealed by the authorized signatory of the bidder.
- 2.10.2 The Bidders are required to fill up and submit the **Section VIII (only online)** documents with their proposals.
- 2.10.3 The proposals shall be submitted in two parts, viz.:-
- (a) Envelope-1: Containing Copy of Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand Only) valid for the period of six months. The envelope should be superscribed as "Envelope-1: EMD" at the top left corner of the envelope.
- (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 tender, Other required Prequalification documents, clause-by-clause compliance to the technical specifications of the equipments as prescribed in Section-VII, 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.
- 2.10.5 The Bids and all correspondence and documents relating to the bids, shall be written in English language.
- 2.10.6 The financial bids are to be submitted online and no hard copy to be submitted along with the bid.

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) Average Annual Financial turnover of the bidder during last 03 financial years, ending 31st March of previous financial year i.e. 2023-2024 should be at least Rs. 25 Lakh.
- 2.15.2 (ii) Experience in Supply, Installation, commissioning, Maintenance of Desktop and Laptop Computers, Servers, Desktop Computers, Printers during last 05 years (The vendor has to quote experience of minimum 05 years, in this regard, the work /purchase orders copies of five years is required from the bidder) ending last day of month previous to the month of publication of this tender (31st March, 2024), should be either of the following:-
 - (a) Three similar completed work costing not less than the amount equal to 40% of the estimated cost.

OR

(b) Two similar completed work costing not less than the amount equal to 50% of the estimated cost.

OR

(c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Similar works means: Supply, installation and System Integration of Desktop and Laptop Computers, Servers, Computers, printers and other related IT Equipments.

2.16 SCHEDULE OF EVENTS:-

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

S. No.	Events	Date
1	Date of Pre-Bid meeting	04 th January, 2025 at 11:30 A.M. in the Committee Hall No. 03 at High Court of Madhya Pradesh, Jabalpur
2	Last date and time of online submission of proposal (mandatory).	20 th January, 2025 before 06:00 P.M.
3	Last date and time of submission of hardcopy of proposal (mandatory).	21 st January, 2025 before 05:00 P.M.
4	Date and time of opening of the technical Bids.	22 nd January, 2025 at 11:30 A.M.
5	Date and time of opening of the financial Bid at High Court of Madhya Pradesh, Jabalpur.	Date and time of opening of financial bids will be intimated to qualified bidders via e-mail / letter / telephone.

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 sealed envelopes super as mentioned above under clause <u>2.10.3.</u>

Phase-1: Online Application Fee & EMD: First, the envelope containing Online Application fee and Copy of 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. 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: Online Financial proposal of only qualified bidders will be opened for further evaluation.

The Commercial Proposal Evaluation will be based on the "individual cost", which would be the total payouts including all taxes, duties and levies for the supply of Desktop and Laptop Computers.

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/ acceptance". 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.
- 2.19.6 The Registrar General, High Court of Madhya Pradesh, Jabalpur may award the entire contract to a single firm depending upon rates available with the bid.

2.20 GENERAL INSTRUCTIONS TO THE BIDDERS:-

- 2.20.1 The cost of preparing the proposal, cost involved for the technical presentation and of visit 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 Before execution of contract the successful bidder has to establish office setup in the State of Madhya Pradesh preferably at State Capital OR at Jabalpur / Indore / Gwalior for post installation services and support of the Desktop and Laptop Computers.
- 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, Computers 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**.
- 2.22 The Government of India had amended the General Financial Rules (GFR) 2017 to enable the imposition of restrictions under Rule 144(xi) on bidders from countries which share a land border with India on grounds of defense of India, or matters directly or indirectly related thereto including national security. The bidder has to submit proper documents in this regards as per the policy.

As per the Public Procurement (Preference to Make in India), Order 2017, the Class-I local suppliers shall get preference in procurement of goods, services or works. In furtherance of the Revised PPP-MII Order dated 04.06.2020, the Ministry of Electronics & Information Technology (MEIT) has notified the mechanism for calculation of local content for the 13 electronic products vide Notification no. 43/4/2019-IPHW-MeitY dated 07.09.2020.

Section - III

3. Terms and Conditions for e-Tendering:-

- 3.1 For participation in e-tendering module, it is mandatory for prospective bidders to get registration on website https://mptenders.gov.in/. Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
- **3.2** Tender documents can be purchased *only online* on payment of tender fees and downloaded from website **https://mptenders.gov.in/** by making online payment for the tender document fee.
- **3.3** Service and gateway charges shall be borne by the bidders.
- 3.4 Since the bidders are required to sign their bids online using class III Digital Signature Certificate, they are advised to obtain the same at the earliest.
- 3.5 For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website https://mptenders.gov.in/. Please note that it may take up to 07 to 10 working days for issue of Digital Signature Certificate. Department will not be responsible for delay in issue of Digital Signature Certificate.
- 3.6 If bidder is going first time for e-tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- **3.7** Bidders are requested to visit our e-tendering website regularly for any clarification and / or due date extension.
- 3.8 Bidder must positively complete online e-tendering procedure at https://mptenders.gov.in/
- 3.9 Department shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever.

- 3.10 For any type of clarification bidders can / visit https://mptenders.gov.in/. In case of any assistance please call Help desk numbers 0120-4200462, 0120-4001002. Support timings: Monday to Saturday from 10:00 AM to 07:00 PM.
- **3.11** Interested bidders may attend the free training programme in Bhopal at their own cost. For further query please contact help desk.
- **3.12** The bidder who so ever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the authority letter as well as submit the copy of same in physical form with the offer of particular tender.
- 3.13 The firms registered under NSIC and MSME (The vendor to be registered with both NSIC and MSME for claiming exemption of tender fees) are exempted for submission of tender fees only. But they have to submit valid EMD as per the tender requirement.

Section - IV

4. GENERAL CONDITIONS OF THE CONTRACT (GCC):-

4.1 GENERAL:-

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

4.2 PERFORMANCE GUARANTEE:-

4.2.1 The Successful Bidder will be required to furnish performance guarantee in the form of Bank Guarantee issued by a Nationalized / Scheduled Bank in India equivalent to 05% of the Purchase Order Value valid for a period of 60 months within 30 days from the date of issue of Purchase Order.

4.2.2 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.

- 4.2.3 The Performance Guarantee shall be as per the format approved by the Registrar General, High Court of M.P., Jabalpur.
- 4.2.4 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.

4.3 DELIVERY OF MATERIALS AND RELATED DOCUMENTATION:-

4.3.1 Delivery, Installation and Commissioning of the materials along with the related documents as per the tender document and technical specification section (Section VII) are the responsibility of the Bidder.

- 4.3.2 The Successful Bidder shall ensure that all Products/equipment is supplied within the Implementation schedule mentioned in the tender document under Section V.
- 4.3.3 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.

4.4 WARRANTY:-

- 4.4.1 The Bidder is required to provide on-site comprehensive warranty <u>valid</u> for 60 months for all supplied Desktop and Laptop Computers & its Adaptors.
- 4.4.2 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.
- 4.4.3 The Bidder shall warrant that the services provided under the contract shall be as per the Warranty Service Level Requirements given under Section-VI. During the warranty, the Bidder shall perform all the functions as enunciated in Section-VI 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-VI.
- 4.4.4 The bidder shall quote for <u>comprehensive On-Site warranty and</u> <u>support for Five years</u>, 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.

4.4.5 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 / reprovisions 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.

4.5 PAYMENT TERMS:-

4.5.1 For the supply and installation of Desktop and Laptop Computers for the period of 60 months:-

Payments will be made in Indian Rupees only. The payment will be made by the High Court of Madhya Pradesh, Jabalpur (centralized).

4.5.1.1 **100%** of total price against delivery and installation.

4.6 PRICES:-

The rates and prices quoted by the bidder shall be fixed for the duration of the contract (one year) and shall not be subjected to adjustment. The rates shall be valid for the period of **one year** from the date of agreement. However on introduction of new taxes / duties, the rates of the quoted items shall be change in same proportionate.

4.7 PURCHASER'S RIGHTS:-

4.7.1 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.

4.8 TIME SCHEDULE TO COMPLETE THE CONTRACT:-

- 4.8.1 The successful bidder shall complete the assignment within <u>60 days</u> from the date of issue of Purchase Order.
- 4.8.2 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.

- 4.8.3 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.
- 4.8.4 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.

4.9 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 0.5% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 05% of the purchase order value. Once the maximum is reached, Registrar General, High Court of Madhya Pradesh may consider termination of the contract.

4.10 FORCE MAJEURE:-

4.10.1 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.
- 4.10.2 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.

4.11 TERMINATION:-

- 4.11.1 <u>Termination on expiry of the CONTRACT:</u> 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.
- 4.11.2 <u>Termination on account of Force Majeure:</u> Either party shall have the right to terminate the Contract on account of Force Majeure.
- 4.11.3 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.

- 4.11.4 <u>Termination for breach of contract</u>: 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.
- 4.11.5 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.
- 4.11.6 The Registrar General, High Court of Madhya Pradesh may at any time terminate the Contract by giving 30 days notice without assigning any reason.
- 4.11.7 <u>Consequences of termination:</u> 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.
- 4.11.8 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.

4.12 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 on the parties. The arbitration shall be in Jabalpur and the Arbitrator shall give his award in accordance with "The Arbitration and Conciliation Act, 1996".

4.13 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 Court at Jabalpur.

Section - V

5. SPECIAL CONDITIONS OF THE CONTRACT (SCC): -

5.1 GENERAL:-

The conditions given in this Section V, supplement the "Instructions to the Bidders" given in Section II & "GCC" given in Section IV and in case of any conflict, the conditions given herein shall prevail over those in Sections II and IV.

5.2 EQUIPMENTS AND SUPPORTING SOFTWARE:-

5.2.1 All the equipments / system and related software to be supplied shall conform to the relevant technical specifications as mentioned in **Section VII** of this document.

5.3 SITE ACCEPTANCE TESTS (SAT):-

- 5.3.1 The Purchaser shall carry out the entire test 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.
- 5.3.2 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.
- 5.3.3 The Site Acceptance Tests shall cover the intended functioning of the equipments with proper integration with other sub components and software's.
- 5.3.4 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.
- 5.3.5 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.

- 5.3.6 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.
- 5.3.7 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.
- 5.3.8 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.
- 5.3.9 All material brought to site shall be permitted to be installed only after inspection and acceptance by the Purchaser.
- 5.3.10 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.

5.4 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 - VI

6. SCOPE OF WORK:-

6.1 The Registrar General, High Court of Madhya Pradesh Jabalpur is interested to assign the task for Purchase of Desktop Computers and Laptop Computers at High Court of Madhya Pradesh.

6.2 SUPPLY:-

Supply of Desktop and Laptop Computers along with all accessories for High Court of Madhya Pradesh.

6.3 COMPREHENSIVE WARRANTY:-

The contractor will be required to maintain the Desktop and Desktop and Laptop Computers for the period of FIVE years after the taking-over certificate / installation date.

6.4 WARRANTY TERMS AND CONDITIONS:-

- 6.4.1 The Contractor shall be solely responsible for the maintenance, repair of the whole Desktop and Laptop Computers 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.
- 6.4.2 The Contractor shall have adequate Technical Support Center to meet the criteria for fault restoration/faulty unit repair times as mentioned in the Section-VI. 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.
- 6.4.3 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.

- 6.4.4 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
- 6.4.5 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 and District Courts

6.5 WARRANTY SERVICE LEVEL REQUIREMENTS - SLA:-

6.5.1 Service Hours:-

The Service window for all the equipments would be for all working days from 09:00 A.M. to 06:00 P.M. (Monday to Friday, 9 A.M. to 6 P.M.)

6.5.2 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

6.5.3 The various Service Level Requirements and related penalties for default are given below:-

Parameter	Details	Measurement Criteria	Penalties per day of delay / per fault / per
			occasion
Mean time	(i) Within 72 working	Calculation of	(i) For High Severity
to	Hours from the call	fault duration	events, Rs.500/
resolve	logging time – for all	per instance	(ii) For Low Severity
(MTTR)	High Severity events	based on Fault	events, Rs.200/-
	(ii) Within 96 working	Docket	Delay will be counted
	hours from the time of		in steps of one hour.
	attending the problem for		(maximum deduction
	all Low severity events		of 10% of the
	-		contract price)

- 6.5.3.1 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

- 6.5.3.2 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.
- 6.5.3.3 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.
- 6.5.3.4 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.
- 6.5.3.5 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.

Section - VII

7. TECHNICAL SPECIFICATIONS:-

All the Desktop and Laptop Computers supplied should be quoted with:-

- (i) Five years on-site comprehensive warranty on Desktop and Laptop Computers including 03 years on Battery.
- (ii) All the necessary required cables and other accessories.
- (iii) Enclose all product catalogues 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.)
- (iv) The bidder has to quote only 01 product of single make / brand at a time and not multiple brands for same item.
- (v) The Original equipment manufacturer can authorize more than one partner for participation in the bid.
- (vi) Back-to-Back support letter is to be submitted by OEM regarding support of their quoted products.

The detail of the Desktop and Laptop Computers along with technical specifications is enumerated as given below:-

S. No.	Item	Minimum Specifications
01	Desktop Computers	Specification – "A"
02	Laptop Computers	Specification – "B"

<u>"SPECIFICATION –A"</u> DESKTOP COMPUTERS SPECIFICATION

S. No.	Parameter	Minimum Specifications	Compliance YES/NO (to be filled by the bidder)	Remarks, if any, by the bidder
1.	Processor	13th Gen Intel® Core™ i7 Series / AMD Ryzen 7 7000 Series (8 Core or 16 thread or higher, 5.0 GHz Turbo or higher)		
2.	Chipset	Suitable chipset for quoted Processor		
3.	Memory	64GB, 2x32GB, DDR5 3600MHz or higher ECC memory expandable upto 128 GB (4 DIMM)		
4.	Hard Disk Drive	512GB PCIe NVMe Class 40 M.2 SSD + 1TB 7200rpm SATA 3.5" HDD		
5.	Expansion Slots	1 Full-height Gen5 PCIe x16 slot; 2 Full-height Gen3 PCIe x4 slot; Min 4 SATA slots for 2.5/3.5" HDD/ODD; Min 3 M.2 slots for NVMe SSD and 1 for Wifi BT		
6.	GPU Card	AMD Radeon RX 6900 XT, 16GB, 3DP, HDMI		
7.	I/O Ports	Min 4x USB 3.2 Min 2x USB 3.2 Type C Gen 2 in front and 2 USB 3.2 Type C in Rear 1 – Universal Audio Jack 1x RJ45 Network Connector; 1 Audio Line Out		
8.	OS Certification	Windows 10 Professional for Workstation, 64bit or higher, Ubuntu Linux 20.04 or higher and Any other Compatible OS.		
9.	Networking	Intel Ethernet Connection 10/100/1000 or better and Intel Wi-Fi 6E (6GHz) AX211 2x2 Bluetooth 5.2 Wireless Card		
10.	Audio	High Definition Audio with internal speaker of higher		
11.	Power Supply	1000W (80 Plus Platinum) PSU		
12.	Warranty	Complete systems with minimum Five (5) Years OEM onsite comprehensive warranty support. MAF from OEM is must.		
13.	OS Support	Latest version of Windows, Linux and Any other Compatible OS. Supplier to provide latest drivers for Windows, Linux (Ubuntu) and Any other compatible OS		

14.	Keyboard & Mouse	The same OEM make wired Keyboard & Mouse	
15.	Security	Trusted Platform Module (TPM 2.0), Chassis Intrusion Switch, Setup/BIOS Password, I/O Interface Security	
16.	Regulatory Compliance	Energy Star/BEE, RPHS&EPR Complied	
17.	Monitor	23.8" and above FHD same OEM Make as a workstation, BIS/TCO Certified	
18.	Type of Bundled Software	Artificial Intelligence Based system performance tuning software, which ensures optimum performance tuning for leading CAD/CAM/CAE (Optional)	

Note: - All the above specifications are minimum and the bidder can quote equivalent or better configuration.

<u>SPECIFICATIONS – "B"</u> <u>LAPTOP COMPUTERS SPECIFICATION</u>

S. No.	Parameter	Minimum Specifications	Compliance YES/NO (to be filled by the bidder)	Remarks, if any, by the bidder
1	Туре	Laptop, ABS Plastic, Metallic hinges		
2	Processor	X86 Processor i.e. Intel Core i7 13 generation / AMD ryzen 7, 8 core or Higher.		
3	Motherboard	OEM Motherboard with logo certified.		
4	Memory	16 GB, DDR-5.3200 MHZ or higher expandable up to 64 GB		
5	Storage	512 GB M.2 NVMe SSD or better		
6	Network	Integrated Gigabit Ethernet Controller with RJ-45 connector, Wifi 6: 802.11 ax and Bluetooth 5.2 or higher		
7	External Ports	2 x USB 2.0 or higher and 2 X USB 3.0 or higher ports, 1 HDMI port, 1 USB Type C		
8	Audio	Integrated speaker (Dual), Headphone out, Microphone-in		
9	Keyboard	Spill resistant, Backlit standard		
10	Display	14", Non Touch. LED FHD Backlit Antiglare, 1920 x 1080		
11	Webcam	Full HD with integrated mike with noise cancellation facility		

12	Power	Minimum backup of 7 hrs under standard working conditions with integrated Lithium ion / polymer rechargeable Battery.	
13	OS Support	Latest versions of Windows 11 (64 bit edition), Linux (Ubuntu) and any other compatible OS. Vendor to provide latest drivers for Windows, Linux (Ubuntu) and any other compatible OS.	
14	Accessories	System user manual and all other necessary accessories	
15	Compliance and Certifications	BIS registered, latest BEE/ Energy star certified, and RoHS complied and EPR complied.	
16	Warranty	Battery warranty – 3 years On-site OEM comprehensive warranty – 5 years	
17	Miscellaneous	Carry case :- Backpack	
18	Configuration Traceability	Complete configuration of above system should be available on OEM website and should be able to be traceable with system serial number.	
19	MAF from OEM with back-to-back support letter is required	Yes	

Note: - All of the above specifications should be read as equivalent or better/higher side.

Section - VIII

Detail Break up of Cost* Name of the Bidder:

S. No.	Item Description	Make and Model	Unit Price (In Rs.)	GST Applicable (In Rs.)	Total Unit Price (All inclusive) with 05 years comprehens ive on-site warranty on Desktop and Laptop Computers & its Adaptors and Battery with 03 years warranty from the date of installation (In Rs.)	Approximately number of Items	Total Cost (In Rs.) (all inclusive)
01	02	03	04	05	06	07	08 = 06x07
01	Desktop Computers as per Specifications –"A"					07	
02	Laptop Computers as per Specifications –"B" including Carry Bag					20	

Note: -

- **1.** The number of Desktop and Laptop Computers may vary depending upon the requirement of the High Court.
- 2. The financial bids are to be submitted only in online mode and no hard sheet/ copy is to be submitted along with the bid.

Form: PQ-1 Techno-commercial Bid

S. No.	Description	Indicate also page number where clearly the document 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, Copy of previous 03 Financial Year's Income tax return (ITR) Year 2021-22, 2022-2023 & 2023-2024.	
6.	GST Registration No. (Please attach copy).	
7.	Latest GST Return (Please attach copy of latest month GST return certificate).	
8.	Experience Certificates / details of 5 years in providing services / supply of Desktop and Laptop Computers, Servers, Computers, Printers, UPS Systems and other related IT Equipments in Central Government/State Government/ Public Sector Undertakings /Autonomous Bodies /Reputed Private organizations. (The vendor has to quote experience of minimum 05 years, in this regard, the work /purchase orders copies of five years is required from the bidder)	
9.	Online Bid Security/Earnest Money Deposit:	
	a) Amount: Rs	
	b) Reference No. :	
	c) Date of issue:	
10.	Online Tender Fees details	
	a) Amount:	
	b) Reference No. :	
	c) Date of issue:	

Form: PQ-2 BIDDER'S ANNUAL TURNOVER

							(Da	`	ation)
From	n (Name 8	& Addres	s of the	e Bido	der)				
						To	Ο,		
						Tł	ne Registra	r Ge	neral,
						Hi	gh Court o	f Ma	dhya
						Pr	adesh, Jab	palpu	ır
Ref.:									
Dear	Sir/Mada	am,							
We	hereby	certify	that	the	average	annual	turnover	of	M/s.
			(name	of th	e bidder) i	is not les	s than Rs.	<u>25</u>	<u>Lakh</u>
durin	g the last	three fir	nancial	years	S .				

S.	Firm	Year 2021-22	Year 2022-23	Year 2023-24 Amount	
No.		Amount	Amount		
1.					

Yours Sincerely, (Signature of Authorized Auditor) Name of the Authorized Auditor: Seal:

Form: PQ-3 SIMILAR WORK EXPERIENCE

						(Location)			
						(I	Date)		
	Fro	om (Name & Add	ress of the Bi	dder)					
					٦	Го,			
					٦	The Regist	rar General,		
					H	High Court	of Madhya		
					F	Pradesh, J	abalpur		
	Su	bject: Purcha High Co	se of Deskto ourt of Madh			₋aptop Co	mputers at		
	Re	f.:		ya i raacc	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
	We	hereby declare	and confirm t	hat we,		(Nam	e of the		
	Bid	der), having re	gistered offic	e at		(add	ress) have		
	suc	ccessfully execu	ted following	projects.	We are	providing	the details		
	bel	ow: (Note: add r	ows as requir	ed).					
	SI. No.	Name of the client organization	Purchase Order (P.O) No. & Date of issue of	Project Value	Brief Scope of Work	of the p orders / from the requ	the copies ourchase contracts client as ired, is ched?		
		-	P.O.			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:

Note:-Please clearly indicate the page numbers with documents.

Annexure - 1

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

SI. 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.

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

Annexure - 3

FORMAT FOR BIDDERS TO SUBMIT PRE-BID QUERY

The Bidder has to submit their queries (in any section of the tender/ technical speculations) in the following format only.

S. No.	Section No. / Clause No / Specification/ Page No.	Content of RFP Requiring Clarification	Query of the bidder / remarks of the bidder, if any
1.			
2.			
cont			
n			

Note: -

- Submit the pre-bid query as mentioned in the above format <u>till</u> <u>04.01.2025 through e-mail: regithcjbp@mp.gov.in.</u> The pre-bid query received after 06.01.2025 will not be considered.
- The duly hard copy submission of pre-bid query as per the above format to be submitted along with the soft copy.
- In case any e-mail of the vendor received in the junk/spam mail shall not be considered for reply by the High Court.

PART - I

BID FORM (1 sheet)

Tender No. :				
To,				
The Registrar General				
High Court of M.P.,				
Jabalpur (M.P.)				

Respected Sir,

- 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 Purchase of Desktop Computers and Laptop Computers at High Court of Madhya Pradesh for the sum shown in the schedule of prices attached herewith and made part of this Bid.
- 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 05% of the purchase / contract value.
- 4. We agree to abide by this Bid for a period of **180 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	S	day of	2025
Name and	l Signature		
In the cap	acity of		
	orized to sign n behalf of	the bid	
Witness			
Address			Signature

CERTIFICATES

WE CERTIFY THAT:-

- 1. We will not <u>LEAK / DISCLOSE</u> 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 <u>TAXES / DUTIES</u> 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)