

# **HIGH COURT OF MADHYA PRADESH, JABALPUR**

**Ref No. Reg(IT)(SA)/2022/980**

**Dated: 05-08-2022**



**Bid Document for  
Supply, Design, Development and Implementation of Smart  
Chatbot System for the High Court of Madhya Pradesh**

**Note:- This document contains total 62 pages including cover.  
No change and modification in the document by the  
bidder is permissible.**

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## NOTICE INVITING TENDER

**No. Reg(IT)(SA)/2022/980**

**Dated: 05-08-2022**

The Registrar General, on behalf of High Court of Madhya Pradesh invites sealed tenders in two cover system from experienced and reputed firms/ organizations for the “**Supply, Design, Development and Implementation of Smart Chatbot System for the High Court of Madhya Pradesh**”

S. No.	Online EMD (In Rupees)	Cost of online Tender Document (in Rs.)	Date of Pre-bid meeting	Last Date / Time of online tender Submission (mandatory)	Last Date/ Time of tender submission in hardcopy (mandatory)	Date and Time of Opening of Technical Bid (online/ hardcopy)	Time for Completion of the work / project
1.	50 Thousand	5,000/-	16 <sup>th</sup> August, 2022 at 11.30 A.M in the conference hall of the High Court of M.P., Jabalpur	12 <sup>th</sup> September, 2022 before 06:00 P.M.	13 <sup>th</sup> September, 2022 before 05:00 P.M.	14 <sup>th</sup> September, 2022 at 11:00 A.M.	90 days

- 1. Tender documents may be viewed or purchased online by interested and eligible bidders from the website [www.mptenders.gov.in](http://www.mptenders.gov.in) after paying online Tender fee of Rs.5,000/- and Processing Fee, as applicable. The tender document is also available in website <http://www.mphc.gov.in> for reference.*
- 2. Bidders can submit its tender online at [www.mptenders.gov.in](http://www.mptenders.gov.in) on or before the key dates given above. The Physical copy of the Technical Bid also be submitted at the address below latest by **13<sup>th</sup> September, 2022 at 5:00 P.M.***
- 3. All further notifications/amendments, if any shall be posted on [www.mptenders.gov.in](http://www.mptenders.gov.in) and [www.mphc.gov.in](http://www.mphc.gov.in) only. No separate communication shall be made with individual Bidders.*
- 4. The financial bids are to be submitted only online and no hard copy to be submitted along with the bid.**
- 5. The firms registered under NSIC and MSME (BOTH CERTIFICATES) (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.**

6. All other terms and conditions for submission of tender are contained in this document. 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:- regithcjbpm@mp.gov.in & mphc@nic.in,**

**Landline: 0761-2623358.**

## Section- I. Instructions to Bidders

### A. General

- 1. Scope of Bid** 1.1 In support of the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the Supply, Design, Development and Implementation of Smart Chatbot System for the High Court of Madhya Pradesh and related services incidental thereto as specified in Section VI, Schedule of Supply (SS). The name, identification, and number of lots of the National Competitive Bidding (NCB) are provided in the BDS.
- 1.2 Throughout this Bidding Document :
- (a) The term “in writing” means communicated in written form with proof of receipt;
  - (b) If the context so requires, singular means plural and vice versa; and
  - (c) “Day” means calendar day.
- 2. Source of Funds** 2.1 The source of funds is from the State Government of Madhya Pradesh.
- 3. Eligible Bidders** 3.1 A Bidder may be a natural person, private entity, Government-Owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:
- (a) all parties to the JV shall be jointly and severally liable; and
  - (b) A JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding

process and, in the event the JV is awarded the Contract, during contract execution.

- 3.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.
- 3.3 A firm that is under a declaration of ineligibility by the High Court or any Govt. organisation shall be disqualified.
- 3.4 Government-owned enterprises in the Purchaser's country shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Purchaser.
- 3.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

#### **B. Contents of Bidding Document**

- 4. Sections of the Bidding Document**
- 4.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB.

#### **PART 1 Bidding Procedures**

- *Section I. Instructions to Bidders (ITB)*

- *Section II. Bid Data Sheet (BDS)*
- *Section III. Evaluation and Qualification Criteria*
- *Section IV. Bidding Forms*
- *Section V. Eligible Countries*

**PART 2 Supply Requirements**

- *Section VI. Schedule of Supply*

**PART 3 Contract**

- *Section VII. General Conditions of Contract (GCC)*
- *Section VIII. Special Conditions of Contract (SCC)*
- *Section IX. Contract Forms*
- *Section X. Terms & Conditions for e-Tendering.*

4.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

4.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the purchaser.

4.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

**5. Clarification of Bidding Document**

5.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser

will respond in writing to any request for clarification, provided that such request is received not later than Fifteen (15) days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source.

- 6. Amendment of Bidding Document**
- 6.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda and corrigendum.
- 6.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser. The addendum /corrigendum shall be published in the official website of the High Court.
- 6.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB.

### **C. Preparation of Bids**

- 7. Cost of Bidding**
- 7.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 8. Language of Bid**
- 8.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written



in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**9. Documents  
Comprising  
the Bid**

9.1 The Bid shall comprise containing the Technical Proposal and Online Price Proposal.

9.2 Initially, only the Technical Proposals are opened at the address, date and time specified in ITB. The Technical proposals are evaluated by the Purchaser. No amendments or changes to the Technical Proposals are permitted. Bids with Technical Proposals which do not conform to the specified requirements will be rejected as deficient Bids.

9.3 Online Price Proposals of technically compliant Bids are opened in public at a date and time advised by the Purchaser. The Price Proposals are evaluated and the Contract is awarded to the Bidder whose Bid has been determined to be the lowest evaluated substantially responsive Bid.

9.4 The Technical Proposal shall contain the following:-

- (a) Technical Proposal Submission Sheet;
- (b) Online Bid Security, in accordance with ITB;
- (c) Written confirmation authorizing the

signatory of the Bid to commit the Bidder, in accordance with ITB;

- (d) Documentary evidence in accordance with ITB establishing the Bidder's eligibility to bid;
- (e) Documentary evidence in accordance with ITB that the hardware, software and Related Services to be supplied by the Bidder are of eligible origin;
- (f) Documentary evidence in accordance with ITB that the hardware, software and Related Services conform to the Bidding Document;
- (g) Documentary evidence in accordance with ITB establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
- (h) Any other document required in the BDS.

**10. Bid Submission Sheets and Online Price Schedules**

10.1 The Bidder shall submit the Technical Proposal and the Online Price Proposal using the appropriate Submission Sheets furnished in Section IV, Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

10.2 The Bidder shall submit, as part of the Online Price Proposal, the Price Schedules for chatbot system, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms.

**11. Alternative Bids**

11.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.

- 12. Documents Establishing the Qualifications of the Bidder** 12.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Section III, Evaluation and Qualification Criteria.
- 13. Period of Validity of Bids** 13.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as non responsive.
- 13.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.
- 14. Bid Security** 14.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Technical Proposal, a Online Bid Security and in the amount and currency specified in the BDS.
- 14.2 If a bid Security is required in accordance with ITB, any Bid not accompanied by a substantially responsive Bid Security in accordance with ITB, shall be rejected by the Purchaser as non responsive.
- 14.3 The Online Bid Security of unsuccessful Bidders shall be returned as promptly as

possible upon the successful Bidder furnishing the Performance Security pursuant to ITB as per approval by the Registrar General.

14.4 The Online Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

14.5 The Online Bid Security may be forfeited :

(a) if a Bidder withdraws its Bid during the period of bid validity as specified in ITB, except as provided in ITB; or

(b) if the successful Bidder fails to :

(i) Sign the Contract in accordance with ITB;

(ii) Furnish a Performance Security in accordance with ITB; or

14.6 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB.

**15. Format and Signing of Bid**

15.1 The Bidder shall prepare one original of the Technical Proposal as described in ITB and clearly mark "*ORIGINAL - TECHNICAL PROPOSAL*"

15.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in

the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialled by the person signing the Bid.

15.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

#### **D. Submission and Opening of Bids**

#### **16. Sealing and Marking of Bids**

16.1 The Bidder shall enclose the original of the Technical Proposal containing the documents.

16.2 The envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) Be addressed to the Purchaser in accordance with ITB; and
- (c) Bear the specific identification of this bidding process indicated in the BDS.

16.3 The envelopes containing the Technical Proposals shall bear a warning not to open before the time and date for the opening of Technical Proposals, in accordance with ITB.

16.4 If envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

#### **17. Deadline for Submission of Bids**

17.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.

17.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**18. Late Bids** 18.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

**19. Withdrawal, Substitution, and Modification of Bids** 19.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written Notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All Notices must be:-

(a) Submitted in accordance with ITB (except that Withdrawal Notices do not require copies), and in addition, the respective inner and outer envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification”; and

(b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB.

19.2 No Bid shall be withdrawn, substituted, or modified in the interval between the deadline

for submission of bids and the expiration of the period of bid validity specified in ITB or any extension thereof.

- 20. Bid Opening**
- 20.1 The Purchaser shall conduct the opening of Technical Proposals in the presence of Bidders' representatives who choose to attend, at the address, date and time specified in the BDS.
- 20.2 The Online Price Proposals will remain unopened and will be open later after evaluation of technical bid. The date, time, and location of the opening of Price Proposals will be advised in writing by the Purchaser.
- 20.3 At the end of the evaluation of the Technical Proposals, the Purchaser will invite bidders who have submitted substantially responsive Technical Proposals and who have been determined as being qualified for award to attend the opening of the Online Price Proposals. The date, time, and location of the opening of Price Proposals will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Proposals.
- 20.4 The Purchaser shall conduct the opening of Price Proposals of all Bidders who submitted substantially responsive Technical Proposals, in the presence of Bidder representatives who choose to attend at the address, date and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

## **E. Evaluation and Comparison of Bids**

- 21. Confidentiality** 21.1 Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated.
- 21.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
- 22. Clarification of Bids** 22.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid .
- 23. Responsiveness of Technical Proposal** 23.1 The Purchaser's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.
- 23.2 A substantially responsive Technical Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:



- (a) Affects in any substantial way the scope, quality, or performance of the hardware, software and Related Services specified in the Contract; or
- (b) Limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (c) If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Proposals.

23.3 If a Technical Proposal is not substantially responsive to the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

**24. Non-conformite, Errors and Omissions**

24.1 Provided that a Technical Proposal is substantially responsive, the Purchaser may waive any non-conformity or omission in the Bid that does not constitute a material deviation.

24.2 Provided that a Technical Proposal is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Technical Proposal related to documentation requirements. Such omission shall not be related to any aspect of the Price Proposal of the Bid. Failure of the Bidder to

comply with the request may result in the rejection of its Bid.

24.3 Provided that a Technical Proposal is substantially responsive, the Purchaser will rectify nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted during evaluation of Price Proposals, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.

**25. Preliminary Examination of Bids**

25.1 The Purchaser shall examine the Technical Proposal to confirm that all documents and technical documentation requested in ITB have been provided, and to determine the completeness of each document submitted.

25.2 The Purchaser shall confirm that the following documents and information have been provided in the Technical Proposal. If any of these documents or information is missing, the offer shall be rejected.

(a) Technical Proposal Submission Sheet in accordance with ITB;

(b) Written confirmation of authorization to commit the Bidder;

(c) Online Bid Security and

**26. Examination of Terms and Conditions; Technical Evaluation**

26.1 The Purchaser shall examine the Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

26.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB, to confirm that all requirements specified in Section VI, Schedule of Supply of the Bidding Document have been met without any material deviation or reservation.

26.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Technical Proposal is not substantially responsive in accordance with ITB, it shall reject the Bid.

**27. Comparison of Bids**

27.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB.

**28. Post qualification of the Bidder**

28.1 The Purchaser shall determine to its satisfaction during the evaluation of Technical Proposals whether Bidders are qualified to perform the Contract satisfactorily.

28.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB, to clarifications in accordance with ITB and the qualification criteria indicated in Section III, Evaluation and Qualification Criteria. Factors not included in Section III, Evaluation and Qualification Criteria shall not be used in the evaluation of the Bidder's qualification.

**29. Purchaser's Right to Accept Any Bid, and to Reject Any**

29.1 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 Contract award, without thereby incurring any liability to the Bidders.

or All Bids

## F. Award of Contract

- 30. Award Criteria**
- 30.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder has remained qualified to perform the Contract satisfactorily.
- 30.2 A Bid shall be rejected if the qualification criteria as specified in Section III, Evaluation and Qualification Criteria are no longer met by the Bidder whose offer has been determined to be the lowest evaluated Bid. In this event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.
- 31. Signing of Contract**
- 31.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Agreement and the Special Conditions of Contract.
- 31.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall come and execute the contract with the purchaser.
- 32. Performance Security**
- 32.1 Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX, Contract Forms, or another form acceptable to the Purchaser.
- 32.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or

sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

## Section-II Bid Data Sheet

<b>A. Introduction</b>	
<b>1</b>	The Purchaser is: <b><u>HIGH COURT OF MADHYA PRADESH, JABALPUR</u></b>
<b>2</b>	The name of the NCB is: <b><u>Smart chatbot system</u></b>
<b>3</b>	The name of the Project is: <b><u>Smart chatbot system</u></b>
<b>4</b>	The Bidder is required to include with its Bid, details of the Software and related services that is to be used for the successful implementation of the Smart chatbot system.
<b>B. Bidding Document</b>	
<b>1</b>	For <b><u>clarification purposes</u></b> only, the Purchaser's address is: Kind Attention: <u>Registrar General , High Court of Madhya Pradesh</u> Street Address: <u>53, Denning Rd, South Civil Lines,</u> City: <u>Jabalpur</u> ZIP Code: 482001 Country: <u>India</u> Telephone: 0761-2623358 Electronic mail address:- <u>regithcjbpm@mp.gov.in; mphc@nic.in</u>
<b>C. Preparation of Bids</b>	
<b>1</b>	The language of the Bid is: <b><u>English</u></b>
<b>2</b>	The Bidder shall submit with its Technical Proposal the following additional documents compulsorily : * <u>Approach to the design, development and implementation of the Smart chatbot system.</u> * <u>Proto-type testing methodology;</u> * <b><u>Proof of concept (PoC)</u></b> * <u>Training Plan;</u> * <u>Facility Management (post-implementation) support plan.</u> * <u>Any other documents / details as per the bid document.</u>
<b>3</b>	The Bidder shall submit with its Online Price Proposal (Online BOQ) the details of all applicable taxes/ duties.
<b>4</b>	Alternative Bids / Solution are not permitted in this bid.
<b>5</b>	The prices quoted by the Bidder shall be: <b><u>Fixed</u></b>
<b>6</b>	The currency of the Bid shall be: <b><u>Indian Rupees</u></b>
<b>7</b>	The bid validity period shall be <b><u>180 days.</u></b>
<b>8</b>	The Online Bid Security of <b><u>Rs.50,000/- (Rupees Fifty Thousand Only)</u></b>
<b>D. Submission and Opening of Bids</b>	
<b>1</b>	The written confirmation of Authorization to sign on behalf of

	the Bidder shall consist of: <u>a Power of Attorney.</u>
<b>2</b>	The identification of this bidding process is: <b><u>Smart chatbot system.</u></b>
<b>3</b>	<b>Date of Pre-Bid meeting:--</b> 16 <sup>th</sup> August, 2022 at 11:30 A.M. in the Conference Hall, South Block of the High Court of Madhya Pradesh, Jabalpur.
<b>4</b>	<b>Last date and time of online submission of proposal (mandatory) :--</b> 12 <sup>th</sup> September, 2022 before 06:00 P.M.
<b>5</b>	<b>Last date and time of submission of hardcopy of proposal (mandatory) :--</b> 13 <sup>th</sup> September, 2022 before 05:00 P.M.
<b>6</b>	<b>Date and time of opening of the technical Bids :--</b> 14 <sup>th</sup> September, 2022 at 11:00 A.M.
<b>7</b>	<b>Date and time of opening of the financial Bid at High Court of Madhya Pradesh, Jabalpur :--</b> Date and time of opening of financial bids will be intimated to qualified bidders via e-mail / letter / telephone.

### SECTION III.

#### **EVALUATION AND QUALIFICATION CRITERIA**

##### **Multiple Contracts:-**

Multiple contracts and subcontracting are not permissible. There will be a single contract to the delivery of the above scope of work.

##### **Technical Criteria:-**

The proposals received will be assessed by the *evaluation committee* as per below procedure, to ascertain the best offer assigning due weightage to 'Technical' and 'Financial' proposals. The weightage given to the proposals will be as below:

<b>Sr.</b>	<b>Proposals</b>	<b>Weighage</b>	<b>Marks</b>
1.	Technical Proposal	70%	X
2.	Financial Proposal	30%	Y
	Total.	100%	X+Y

**Only those bidders who score more than or equal to 70 marks in the 'Technical Proposal' shall qualify for the consideration of opening of their 'Financial Proposal'.**

Bidders who score maximum marks (X+Y) from 'Technical' & 'Financial' proposals together shall be considered for acceptance of the bid.

##### **Technical Proposal:**

- Technical proposal submission sheet should be duly filled as in '*Schedule IV – Bidding Forms*' of this contract.
- Technical proposals are be accompanied by certified copies of valid documents. If the required documents are not attached, it will be assumed that the bidder is not qualified for that particular criterion and no marks will be awarded for that criterion.

The evaluation committee constituted by the Registrar General, High Court of Madhya Pradesh will evaluate the Technical proposal documents.



### Evaluation criteria for Technical Proposal

S. No.	Criteria	Score
<b>A</b>	<b>Organisation</b>	
	Company profile Established/Incorporation date (Copy of registration or incorporation) under Companies Act, 1956.	5%
	Quality certifications (ISO 9001)	5%
	Minimum CMMi level III Certifications	5%
<b>B</b>	<b>Experience</b>	
	Company's relevant experience in chatbot system implementation (minimum 2 implementations of chatbot system in large organizations)	20%
	Approach and methodology proposed including work plan (i) Technical approach and methodology (ii) Work Plan (iii) Organisation and staffing	10% 5% 10%
<b>C</b>	<b>System requirements</b>	
	Meeting functional requirements of High Court of Madhya Pradesh	20%
<b>D</b>	Presentation to be submitted by bidder along with the bid on how to carry out the <u>project work</u> of chatbot system	20%
	<b>Total</b>	<b>100%</b>

- The Registrar General, High Court of Madhya Pradesh, Jabalpur reserves the right to accept or reject any technology/ solution proposed by the bidder.
- The Registrar General, High Court of Madhya Pradesh, Jabalpur reserves the right to visit the bidder's offices/sites before evaluating the solution offered.
- The Registrar General, High Court of M.P., Jabalpur reserve to right to invite only those bidders for presentation which are found suitable for the project.

### **Financial Criteria:-**

In the second phase, the evaluation committee shall assess the financial proposals for those bidders, who qualified the technical criteria.

For the purpose of identifying the lowest bidder, the formula given below shall be adopted.

**Sf = 100 x Fm / Fn**, in which Sf is the financial score, Fm is the lowest price and Fn the price of the proposal under consideration.

### **Eligibility / Qualification Criteria:**

- Bidder should be a company incorporated under Indian Companies Act, 1956 or a Govt. / Semi Govt. Concern or Govt. Society.
- Bidders should have specific implementation experience chatbot system of a similar size, preferably in a Public/ Government sector. Private sector implementation experience in significantly large projects would be considered, if there is no public sector experience. Preference shall be given to Organization having similar Govt. Project Experience.
- **Bidder should have a minimum 3 years of proven generic experience in providing chatbot system or Artificial Intelligence (AI) System in Indian market.**
- Bidders technical approach, methodology, work plan and team experience should highlight the bidder's previous experience particularly in implementation of similar System.
- Quality certification (ISO 9001 or similar), Minimum CMMi level –III and national or international accreditations or awards would strengthen the bidder's case of their previous experience and success.
- Bidder should have their own development, maintenance and support infrastructure facilities in India including but not limited to adequate technical manpower and support centres.
- Bidder should not have been blacklisted by any Govt/PSU/Reputed Listed company for corrupt or fraudulent practices or non delivery, non performance in the last three years.
- Bidder should be committed to the project and ensure direct involvement of senior personnel from the bidders, providing inputs,

guidance and support at the time of the implementation, customization, training and commissioning throughout the duration of the contract.

- Bidder should have valid PAN, GST Number, Latest GST Registration.

**Capacity:**

- Bidders should list their success and delivery of previous projects of similar size and nature to confirm their capacity to deliver this project.
- Any credible, independently documented evidence including press releases or acknowledgements of successful implementation of previous projects of similar size would be useful in evaluation.
- Bidders should provide nominated contact referees from previous clients for verification.

**Section IV. Bidding Forms**  
**Technical Proposal Submission Sheet**

Date: \_\_\_\_\_

NCB No.: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

To:

\_\_\_\_\_  
We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: (if any)
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section VI, Schedule of Supply, the chatbot system and Related Services: Supply, design and implementation of the chatbot system to the specific requirements of the High Court of Madhya Pradesh.
- (c) Our Bid shall be valid for a period of **180 days** from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of **3%** of the Contract Price for the due performance of the Contract;
- (e) We are not participating, as Bidders, in more than one Bid in this bidding process.
- (f) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the State Government / Government of India;
- (g) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (i) The Registrar General, High Court of Madhya Pradesh has full right to accept or reject any bid.

Name -----

In the capacity of -----

Signed -----

Duly authorized to sign the Bid for and on behalf of -----

Date -----

## Online Price Proposal Submission Sheet

Date: \_\_\_\_\_

NCB No.: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

Alternative No.: \_\_\_\_\_

To:

---

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.:
  
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section VI, Schedule of Supply, the following chatbot system software and related Services: Supply, Development and implementation of the chatbot system to the specific requirements of the High Court of Madhya Pradesh; provide training to staff on the functionalities and system use of Smart chatbot system along with **02 years of support from the date of deployment of the application.**

Name -----

In the capacity of -----

Signed-----

Duly authorized to sign the Bid for and on behalf of-----

Date-----

**ONLINE PRICE BID (BOQ)**

**SECTION - A**

S. No.	Item Description	Quantity	Unit Rate to be entered by the Bidder in Rs.	GST in Rs.	Total Amount with taxes in Rs.
1.	Development and implementation of Smart Chatbot system for the website of the High Court of Madhya Pradesh, Jabalpur.	1 Job/ Lump sum			
2.	Yearly Support charges for changes in response and other maintenance work after go-live.	1 Job/ Lump sum			
					<b>Total Amount-</b>

**ONLINE PRICE BID (BOQ)**

**SECTION – B**

S. No.	Item Description	Quantity	Unit Rate to be entered by the Bidder in Rs.	GST in Rs.	Total Amount with taxes in Rs.
1.	Yearly hosting charges of Smart Chatbot System on cloud.	1 Job/ Lump sum			
					<b>Total Amount-</b>

**Note:-**

1. The tender will be finalized on the basis of **Section-“A”** only.
2. The **Section-“B”** is to be filled by the bidder, but may not be considered in financial evaluation.
3. The Registrar General, High Court of Madhya Pradesh has full rights to accept or reject any bid, without assigning any reason.
4. The bids should be hard bound with proper indexing and paging.
5. **The financial bids are to be submitted only online and no hard copy to be submitted along with the bid document in physical submission.**

## **Section -V. Scope of Work**

### **BROAD SCOPE OF WORK FOR THE DEVELOPMENT OF CHATBOT:-**

The High Court of Madhya Pradesh receives requests on a daily basis regarding case information. Manual support to such request high is not a feasible and scalable solution. Hence, the need of having automated software is required that can improve the services to all respective stakeholders with the help of Artificial Intelligence system.

The High Court of Madhya Pradesh is planning to engage an agency/ vendor for development of BOT to facilitate high 24x7 services in an automated manner to all stakeholders. BOT should be integrated with the website and mobile application of High Court of Madhya Pradesh.

The broad scope of successful bidder is as follows:-

1. Successful bidder shall design and develop the BOT for the High Court of Madhya Pradesh as per the requirement of the High Court of Madhya Pradesh using Artificial Intelligence (AI) techniques such as Machine Learning (ML), Natural Language Processing (NLP) and other advance tools.
2. Successful bidder shall commission the BOT on High Court of Madhya Pradesh website and mobile application platform.
3. Successful bidder shall do all necessary changes in the functionality of BOT as per the requirement of High Court of Madhya Pradesh, during maintenance period including updation, new development and bug fixing, Change Request Note (CRN) etc.
4. Successful bidder shall provide training to staff of High Court of Madhya Pradesh for the basic operation and changes for day to day operation.
5. BOT should be available on 24 X 7 basis.
6. BOT should be in bi-lingual language i.e. Hindi & English.
7. Successful bidder shall provide minimum one onsite manpower during project inception, execution and implementation phase of the project.

8. Successful bidder shall provide an offsite team for monitoring and supervision and timely completion of the project and for providing service support.
9. The key feature of the BOT to be as follows:
  - Integrated with mobile application and website of the High Court of Madhya Pradesh.
  - Leverages NLP technology and historical FAQ data
  - Answers end users requests instantly on 24X7 basis.
  - Provides first level support, automated and consistent
  - Connects with existing documentation
  - Allows to measure stakeholders/users satisfaction
  - Takes human like approach to answer stakeholders/users queries
  - Predictive in nature-drives the conversation forward
  - Design, development, testing and commissioning of BOT, integrated with mobile application and website of High Court of Madhya Pradesh within maximum permitted time of 90 days.
  - Concurrent stakeholders/users at any given time that BOT has to support is 1000 (minimum)
  - BOT is capable to be horizontally scaled as per requirement of the High Court of Madhya Pradesh.
10. Intelligent Assistant / BOT may need to interact with data sources identified below:

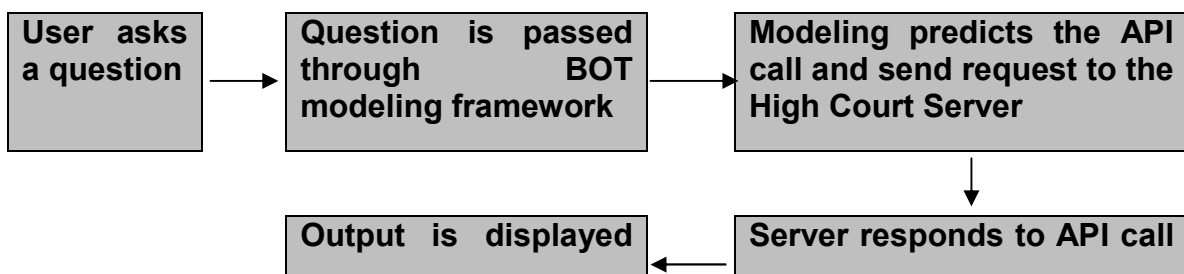
Structured Data Sources

- CMIS system of the High Court.
- CIS 3.2 system at District Courts.

**Bid Features**

1. The technical requirement of the project is as follows:

**a. Application Workflow**





to the user

and provide output

## b. Technical Architecture

Below is proposed architecture of the project. Similar architecture on any given Servers may be used at the time of development depending on data size and load.

Service	Purpose
Chatbot Engine	helps build intents and actions for the chatbot.
Virtual Machines	provides secure, scalable computing capacity in the system.
Trigger	helps run code on virtually any type of application or backend service - all with zero administration.
RDS	Secure, highly available, cost effective relational database.
NoSQL DB	a fully managed proprietary NoSQL database that can store and retrieve any amount of data and serve any level of request traffic.
Long Term Storage	Secure, durable storage class for data archiving and long term backup.
API Gateway	Scalable, Maintainable, secure APIs to access data.
React App	a declarative, efficient, and flexible JavaScript library for building user interfaces.
Storage	Secure and scalable storage for deployment of web apps.
Content Delivery	Fast CDN to deliver data with low latency and high speeds.

## c. Approach:

- Creating Corpus
- BOT framework
- NLP Models
- Authentication mechanism for interaction with High Court of Madhya Pradesh server
- Handling API calls
- Designing BOT user interface
- Rendering JSON to display output

## d. Development Considerations

- Extract, transform, load (ETL) jobs should be developed in such a way that it can run independently or can be

integrated in any Application Programme Interface (API) with minimum effort.

- Application should be designed in such a way that changing database should have minimum impact on application development.
- Application should be developed in agile way to have better visibility of application at development stage.
- UI should be responsive in nature and should work on tablets and standard screen sizes and may be reflowable .
- Application should be secure and robust.
- Application should be scalable without any change at code level.

**e. Security Features**

**i. Code level security:**

- SQL Injection
- XSSattacks
- Customized error message
- Server Side validation/form validation
- Strong password mechanism
- Restricting file uploads for file types and size
- API authentication
- Encryption of important data
- Logging and Exception handling

**ii. Server level security:**

- SSL integration
- Firewall
- Up to date software versions
- DDOS Prevention
- Logging

**iii. Application level security:**

- Secure login access
- Restricted access as per role
- Audit trail

**f. Training**

- Senior Management, Business Process Owner and Key user training
  - User Manual
  - End user training on technology enhancements and application workflow as per Business process
2. Successful bidder shall deploy the Smart Chatbot application at IT Center of the High Court, if required. Necessary software details shall be shared by the successful bidder for the same to High Court of Madhya Pradesh. Necessary hardware and support for the installation shall be provided by the High Court of Madhya Pradesh.
  3. The bidders are required to quote for each of the item in existing schedule of rates. The format of price bid (**online only**).
  4. The quoted rates will include all cost.
  5. Evaluation of the bid shall only be made on total quoted price and individual item wise evaluation shall not be done.
  6. The bidder shall offer and quote for all items and services indicated in the tender in online mode only.
  7. The tender should be complete in all respects including all supporting documents.
  8. The bidder shall have to abide by all “terms & conditions” of the tender, bidder may please note that the prices quoted shall include all required works to be done for the satisfactory completion of the entire scope during the contracted period.
  9. **Eligible Countries : India.**

**Note: The Registrar General, High Court of Madhya Pradesh, Jabalpur may enhance the scope of work as per the requirement of the High Court.**

## Section VI. Schedule of Supply

### 1. Indicative delivery and completion Schedule:-

The below is an indicative delivery schedule of supply from the date of contract:

#### A. – Smart chatbot system

Item No.	Description	Delivery Schedule (Duration)	Location	Approximate payment to be made
1.	Development of SRS for Smart Chatbot System	15 days	High Court of Madhya Pradesh, Jabalpur	10% of contract amount
2.	Development of Prototype.	1 month	High Court of Madhya Pradesh, Jabalpur	10% of contract amount
3.	Final Software Development and deployment of Smart chatbot system	1 month	High Court of Madhya Pradesh, Jabalpur	50% of contract amount
4.	Training (including fixing of any gaps/issues)	15 days	High Court of Madhya Pradesh, Jabalpur	20% of contract amount

**Note:- 10 % balance payment shall be released on after completion of successful maintenance period.**

## **Section VII. General Conditions of Contract**

- 1. Definitions**    1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Asset” means all the computer hardware items, stationary items of the High Court and Subordinate Courts as per requirement of the High Court.
  - (b) “Contract” means the Agreement entered into between the Purchaser and the Supplier/Vendor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
  - (c) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
  - (d) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
  - (e) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
  - (f) “Day” means calendar day.
  - (g) “Delivery” means the transfer of the hardware, software and related services from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.

- (h) “Eligible Countries” means the countries and territories eligible as listed in Section V.
- (i) “Files” means all relevant files of the High Court.
- (j) “GCC” means the General Conditions of Contract.
- (k) “Hardware” means the hardware installed in the High Court of Madhya Pradesh.
- (l) “ITB” means Invitation to Bid.
- (m) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
- (n) “Purchaser” means the High Court of Madhya Pradesh, Jabalpur.
- (o) “Related Services” means the services incidental and related to chatbot system.
- (p) “SCC” means the Special Conditions of Contract.
- (q) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the hardware, software and related services to be supplied/installed or execution of any part of the Related Services is subcontracted by the Supplier.
- (r) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and

includes the legal successors or permitted assigns of the Supplier.

(s) "Software" means the software that is to be supply and developed for implementation of the project as mentioned in the bid.

- 2. Contract Documents**      2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
- 3. Language**      3.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 3.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
- 4. Joint Venture, Consortium or Association**      4.1 Unless otherwise specified in the SCC, if the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association

shall not be altered without the prior consent of the Purchaser.

**5. Eligibility** 5.1 The Supplier shall have the nationality of an eligible country. A Supplier or contractor shall be deemed to have the nationality of a country if it is a citizen or constituted or incorporated, and operates in conformity with the provisions of the laws of that country.

**6. Notices** 6.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.

6.2 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

**7. Governing Law** 7.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s country, unless otherwise specified in the SCC.

**8. Settlement of Disputes** 8.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

8.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

**9. Scope of** 9.1 Subject to the SCC, the hardware, software and



**Supply**

Related Services to be supplied shall be as specified in Section VI, Schedule of Supply.

9.2 Unless otherwise stipulated in the Contract, the Scope of Supply/work shall include all such items/services not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the hardware, software and Related Services as if such items were expressly mentioned in the Contract.

**10. Delivery**

10.1 Subject to GCC, the Delivery of the hardware, software and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section VI, Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

**11. Supplier's Responsibilities**

11.1 The Supplier shall supply all the hardware, software and Related Services included in the Scope of Supply in accordance with GCC, and the Delivery and Completion Schedule, as per GCC.

**12. Purchaser's Responsibilities**

12.1 Whenever the supply of hardware, software and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

12.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC.

- 13. Contract Price** 13.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- 13.2 Prices charged by the Supplier for the hardware, software delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
- 14. Terms of Payment** 14.1 The Contract Price shall be paid as specified in the SCC.
- 14.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the hardware, software delivered and related Services performed, and by the documents submitted pursuant to GCC and upon fulfilment of all the obligations stipulated in the Contract.
- 14.3 Payments shall be made promptly by the Purchaser, no later than Thirty (30) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it, subject to the availability of funds with the High Court of M.P., Jabalpur.
- 14.4 The currency or currencies in which payments shall be made to the supplier under this contract shall be specified in the SCC.
- 15. Taxes and Duties** 15.1 Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.

15.2 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery/ installation of the contracted hardware, software and related service to the Purchaser.

15.3 However, in case of increase of taxes or decrease of taxes the same will be pass over to the High Court.

**16. Performance Security**

16.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.

16.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.

16.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.

16.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty/service obligations, unless specified otherwise in the SCC.

**17. Confidential Information**

17.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other

information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC.

17.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

17.3 The obligation of a party under GCC above, however, shall not apply to information that:

- (a) now or hereafter enters the public domain through no fault of that party;
- (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (c) Otherwise lawfully becomes available to that party from a third party that has no

obligation of confidentiality.

17.4 The above provisions of GCC shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

17.5 The provisions of GCC shall survive completion or termination, for whatever reason, of the Contract.

**18. Subcontracting** 18.1 **No subcontracting is permitted by the supplier under the bid.**

**19. Specifications and Standards**

19.1 Specifications and Drawings

- (a) The Supplier shall ensure that the software and related Services comply with the requirement of the High Court as per scope of work.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) The hardware, software and Related Services supplied under this Contract shall conform to the standards mentioned in Section VI, Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the

hardware and software.

19.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section VI, Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC.

**20. Inspections  
and Tests**

20.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the hardware, software and related Services as are specified in Sections VI, Schedule of Supply.

20.2 The inspections and tests may be conducted on the premises of the Supplier at point of delivery/installation, and/or at the final destination of the hardware, software and related services or in another place in the Purchaser's country as specified in the SCC. Subject to GCC, if conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

20.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and

board and lodging expenses.

20.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

20.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the hardware, software and related services comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

20.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

20.7 The Purchaser may reject any hardware, software and related services or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier

shall either rectify or replace such rejected hardware, software and related services or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC.

20.8 The Supplier agrees that neither the execution of a test and/or inspection of the hardware, software and related services or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC, shall release the Supplier from any warranties or other obligations under the Contract.

**21. Liquidated Damages**

21.1 Except as provided under GCC, if the Supplier fails to deliver any or all of the hardware, software and related services or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC.

**22. Limitation of Liability**

22.1 Except in cases of gross negligence or willful misconduct:

- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or



loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

**23. Change in Laws and Regulations**

23.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC.

**24. Force**

24.1 The Supplier shall not be liable for forfeiture of its

**Majeure**

Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its 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.

**25. Change Orders and Contract Amendments**

25.1 The Purchaser may at any time order the Supplier through Notice in accordance to GCC, to make changes within the general scope of the Contract in any one or more of the following:

- (a) Design, development of software and related services to be furnished under the Contract;
- (b) Software development & implementation.
- (c) The place of delivery; and

(d) The Related Services to be provided by the Supplier.

25.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

25.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**26. Extensions  
of Time**

26.1 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the hardware, software or completion of Related Services pursuant to GCC, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

26.2 Except in case of Force Majeure, as provided

under GCC, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC, unless an extension of time is agreed upon, pursuant to GCC.

## **27. Termination** 27.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - (i) if the Supplier fails to deliver any or all of the hardware, software and related services within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC; or
  - (ii) If the Supplier fails to perform any other obligation under the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, hardware, software related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar hardware, software and related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- (c) If the Supplier, in the judgment of the

Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC, in competing for or in executing the Contract.

### 27.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

### 27.3 Termination for Convenience

- (a) The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The hardware, software and related services that are complete and ready within twenty-eight (28) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining hardware software and related services, the Purchaser may elect:

- (i) To have any portion completed and delivered at the Contract terms and prices; and/or
- (ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed hardware and Related Services and for materials and parts previously procured by the Supplier.

**28. Assignment** 28.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

## Section VIII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<b>1</b>	The Purchaser's country is: <u>India</u>
<b>2</b>	The Purchaser is: <u>High Court of Madhya Pradesh , Jabalpur</u>
<b>3</b>	The Site is: <u>High Court of Madhya Pradesh, Jabalpur.</u>
<b>4</b>	The version of Incoterms shall be: <u>English</u>
<b>5</b>	The language shall be: <u>English</u>
<b>6</b>	The individuals or firms in a joint venture, consortium or association jointly and severally liable.
<b>7</b>	For <b>notices</b> , the Purchaser's address shall be: Attention: <u>Registrar General , High Court of Madhya Pradesh, Jabalpur</u> Street Address: <u>Jabalpur</u> City: <u>Jabalpur</u> Pin Code: 482001 Country: <u>India</u> Telephone: <u>+91-761-2623358</u> Electronic mail address: <u>regithcjbpm@mp.gov.in &amp; mphc@nic.in</u>
<b>8</b>	The governing law shall be: India
<b>9</b>	The formal mechanism for the resolution of disputes shall be: The Arbitrator appointed by Hon'ble the Chief Justice.
<b>10</b>	Details of shipping and documents to be furnished by the Supplier shall be to the Registrar General, High Court of Madhya Pradesh, Jabalpur.
<b>11</b>	The price adjustment shall be: Negotiable
<b>12</b>	<b>The terms of payment shall be: As per bid document.</b>
<b>13</b>	The currencies for payments shall be: <u>Indian Rupees</u>
<b>14</b>	The Supplier shall provide a Performance Security of <b>3%</b> of the Contract Price. The Performance Security shall be denominated in the following amounts and currencies: <u>Indian Rupees</u>

<b>15</b>	The types of acceptable Performance Securities are: <u>Unconditional Bank Guarantee; or an Irrevocable letter of credit; or a cashier's cheque valid for the period of 38 months of Nationalized / Scheduled Bank.</u>
<b>16</b>	Discharge of Performance Security shall take place: <u>after support service and completion of PBG duration.</u>
<b>17</b>	The insurance coverage of the equipments is to be done by the <u>bidder.</u>
<b>18</b>	The liquidated damage shall be: <u>0.5%</u> per week of the contract price or part thereof and up to maximum of 10 weeks, afterwards the termination of the contract shall be done.
<b>19</b>	The maximum amount of liquidated damages shall be: <u>10% of the contract value.</u>
<b>20</b>	The period of validity of the support and services shall be: <u>02 years from date of deployment of software.</u>
<b>21</b>	The amount of aggregate liability shall be: <u>equal to the agreement cost / value.</u>



## Section IX. Contract Forms

### **Agreement**

THIS AGREEMENT made the \_\_\_\_\_ day  
of \_\_\_\_\_ between  
\_\_\_\_\_ of  
\_\_\_\_\_ (hereinafter “the Purchaser”), of  
the one part, and \_\_\_\_\_ of  
\_\_\_\_\_ (hereinafter “the  
Supplier”), of the other part:

WHEREAS the Purchaser invited bids for chatbot system and Related  
Services, \_\_\_\_\_ viz.,

\_\_\_\_\_ and has accepted a Bid by the Supplier for the  
supply and development of software and Related Services in the sum of  
\_\_\_\_\_ (hereinafter “the  
Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Purchaser’s Notification to the Supplier of Award of Contract;
  - (b) the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
  - (c) the Special Conditions of Contract;
  - (d) the General Conditions of Contract;
  - (e) the Schedule of Supply; and
  - (f) any other document with regard to above and all related correspondence.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the chatbot system software and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the chatbot system software and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of \_\_\_\_\_ on the day, month and year indicated above.

Signed by \_\_\_\_\_ (for the Purchaser)

Signed by \_\_\_\_\_ (for the Supplier)

**Performance Security**

Date: \_\_\_\_\_

Contract Name and No.

: \_\_\_\_\_

\_\_\_\_\_

To:

WHEREAS \_\_\_\_\_

(hereinafter "the Supplier") has undertaken, pursuant to Contract No. \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_ to supply \_\_\_\_\_ (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security \_\_\_\_\_ issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned \_\_\_\_\_, legally domiciled in \_\_\_\_\_, (hereinafter "the Guarantor"), have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of \_\_\_\_\_ and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_.

Name\_\_\_\_\_

In the capacity of\_\_\_\_\_

Signed\_\_\_\_\_

Duly authorized to sign the security for and on behalf of\_\_\_\_\_

Date\_\_\_\_\_

## Section – X

### Terms and Conditions for e-Tendering:-

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.
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. Service and gateway charges shall be borne by the bidders.
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.
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 upto 7 to 10 working days for issue of Digital Signature Certificate. Department will not be responsible for delay in issue of Digital Signature Certificate.
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.
7. Bidders are requested to visit our e-tendering website regularly for any clarification and / or due date extension.
8. Bidder must positively complete online e-tendering procedure at <https://mptenders.gov.in/>
9. Department shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever.
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 7:00 PM.

11. Interested bidders may attend the free training programme in Bhopal at their own cost. For further query please contact help desk.
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.
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.**