

# HIGH COURT OF MADHYA PRADESH, JABALPUR

Ref No. Reg(IT)(SA)/2019/149

Dated: 01-02-2019



**Bid Document for**  
**Comprehensive Annual Maintenance Contract of Digital  
Multifunctional Copier Machines installed at the High Court of  
Madhya Pradesh and Subordinate Courts in the State of Madhya  
Pradesh.**

**Note:** This document contains total 35 pages including cover. No change and modification in the document by the bidder is permissible.

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**SECTION – I**  
**NOTICE INVITING TENDER**

**Ref No. Reg(IT)(SA)/2019/149**

**Dated: 01-02-2019.**

Sealed tenders are invited for the Comprehensive Annual Maintenance Contract of Digital Multifunctional Copier Machines installed at the High Court of Madhya Pradesh and Subordinate Courts in the State of Madhya Pradesh from Manufacturing Companies (OEM), reputed Vendors/Dealers, registered, bonafide, experienced and eligible firms who have executed similar nature of annual maintenance contract work in Government Ministries/Departments, Semi-government organizations including Public Sector Undertakings and reputed private organizations and satisfying all other terms and conditions in this tender document.

Sl No.	Estimated cost	EMD (In Rs.)	Fees of Tender Document (in Rs.)	Last Date / Time of Tender Submission	Date and Time of Opening of Technical /PQ Bid	Duration of maintenance contract
1.	4 Lakh	10,000/-	2,000/-	28 <sup>th</sup> February, 2019 before 3:00 P.M.	28 <sup>th</sup> February, 2019 at 03:30 P.M.	01 years from the date of contract / agreement

1. Tender documents may be viewed or purchased by interested and eligible bidders after paying Tender fee of Rs.2,000/-. The tender document is available in website [www.mphc.gov.in](http://www.mphc.gov.in) for reference.
2. Bidders can submit its tender on or before the key dates given above. The Physical copy of the Technical Bid along with original EMD should also be submitted at the address below latest by **28<sup>th</sup> February, 2019 at 3:00 P.M.**
3. All further notifications/amendments, if any shall be posted on [www.mphc.gov.in](http://www.mphc.gov.in) only. No separate communication shall be made with individual Bidders.
4. **The financial bid are 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 submitting/opening of the Bid is declared as holiday then the bids shall be submitted / opened on next working day.

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

**Address for communication:**

**Registrar General,**

**High Court of Madhya Pradesh**

**Jabalpur (M.P.) , Email: [mphc@nic.in](mailto:mphc@nic.in) , Landline: 0761-2623358**

## Section – II

### 2 INSTRUCTIONS TO BIDDERS:-

#### 2.1 DEFINITIONS:-

- a) **“The Employer”** means the “Registrar General, High Court of Madhya Pradesh, Jabalpur”
- b) **“The Bidder”** means a firm or Joint Venture or Consortium which participates in the tender and submits its proposal.
- c) **“Successful Bidder”** means the Bidder, who, after the complete evaluation process, gets the Letter of Award. 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 Employer 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 providing the maintenance Services under the 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) **“Services”** means System Integration, comprehensive maintenance services to the Digital Multifunctional Copier Machines and other IT peripherals installed at the High Court and Subordinate Courts in the State of Madhya Pradesh.
- i) **“NIT”** is the Notice Inviting Tender. It is essentially the Press Notification of the Tender.
- j) **“OEM”** - means Original Equipment Manufacturer and/or Original Software Developer.

- k) This tender is subject to availability of Funds / Budget with the High Court.

## **2.2 BID DOCUMENT:-**

- 2.2.1 The process and procedures of bidding and the various terms and conditions of this tender are provided in the Bid Document.

The Bid Documents include:-

- i. Section I Notice Inviting Tender
- ii. Section II Instructions to Bidders
- iii. Section III General Conditions of Contract
- iv. Section IV Special Conditions of Contract
- v. Section V Scope of work
- vi. Section VI Duties and Responsibilities
- vii. Section VII Formats for Submission of Proposals
- viii. Section VIII 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.

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

At any time, prior to the date of submission of Bids, the Employer 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. The employer in no case shall be responsible or liable for any of the costs, regardless of the conduct or outcome of the bidding process.

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

- 2.5.1 The proposal should be submitted along with the tender fee of Rs.2,000/- (Rs. Two Thousand only) and Earnest Money Deposit (EMD) of Rs. 10,000/- (Rs. Ten Thousand Only) in the form of a demand draft / pay order/ unconditional Bank Guarantee drawn in favour of “**Registrar General, High Court of Madhya Pradesh, Jabalpur**” of any Nationalized / Scheduled bank payable at 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 employer 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 Employer’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 employer,
  - or**
  - (iv) If the Successful Bidder fails to furnish the Performance Guarantee with in the stipulated time.

## **2.6 BID PRICES:-**

The Bidder shall give the pricing as individual and as a total composite price inclusive of all levies & taxes, GST, packing, forwarding, freight and insurance etc. On introduction of new Tax / levies the price / rates of the contract shall change accordingly.

## **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 150 days from the last date of submission of the tender document.

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

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

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

- 2.10.1 All proposals shall have to be submitted **ONLY in HARD BOUND (Hard bound implies such binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document)** form with all pages sequentially numbered either at the top or at the bottom right corner of each page. It should also have an index giving page wise information of above documents. Incomplete proposal or those received without hard bound will summarily be rejected. **All the Pages and Papers are to be signed and sealed by the authorized signatory.**
- 2.10.2 The Bidders are required to fill up and submit the **Section VII** documents with their proposals.
- 2.10.3 The proposals shall be submitted in three parts, viz.
- (a) **Envelope-1:** Containing tender application fee of Rs.2,000/- (Rs. Two Thousand only) & EMD of Rs.10,000/- (Rupees Ten Thousand only). The envelope should be super scribed as **“Envelope 1 – EMD & Application FEE”** 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 Section-VII, Other required Prequalification documents, clause-by-clause compliance to the tender document. In the technical proposal, there should not be any indication about the prices (printed or otherwise) of any of the services offered. **The copy of tender document duly signed by authorized signatory.**
- (c) **Envelope-3:** Commercial Proposal containing only the Section-VII –Price Schedule super scribed as **“Envelope 3-Financial Proposal”**.



2.10.4 All the sealed envelopes should again be placed in a **single sealed cover** super scribed as **“Tenders for Comprehensive Annual Maintenance Contract of Digital Multifunctional Copier Machines installed at the High Court of Madhya Pradesh and Subordinate Courts in the State of Madhya Pradesh.** Bid from: M/s - -----” **“NOT TO BE OPENED BEFORE 28<sup>th</sup> February, 2019 AT 03:30 PM”**, which will be received and time mentioned in the Schedule of Events. The Bid is to be submitted to the **“Inward / Receipt Section, High Court of M.P., Jabalpur”**.

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

### **2.11 LATE BIDS:-**

Any bid received by the Employer after the time and date for receipt of bids prescribed by the Employer 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 Employer.

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 Employer shall not entertain any request for clarification from the Bidder regarding such local conditions.

## 2.14 CONTACTING THE EMPLOYER:-

Any effort by a Bidder influencing the Employer'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 Average Annual Financial turnover of the bidder during the last 3 years, ending 31<sup>st</sup> March of previous financial year i.e. 2018 should be at least **Rs. 10 Lakh in the field of annual maintenance of the photocopy machines / printers/ MFD's.**

**"Documentary proof needs to be submitted for the above."**

- 2.15.2 Experience in comprehensive annual maintenance of photocopy machines / printers/ IT Equipments / MFD's during last 3 years ending last day of month previous to the month of publication of this tender should be 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 mean:** comprehensive annual maintenance of photo copy machines/ printers/IT Equipments/ MFD's.

## 2.16 Eligibility Criteria:-

- 2.16.1 The bidder applying should possess valid Income Tax PAN No., GST Registration details. The Agency should have a minimum experience of **03 years** in providing Maintenance Service of Photocopier

Machine/ Printer/ MFD's in Central Government/State Government Departments/ Public Sector Undertakings/ Autonomous Bodies and reputed private organizations.

2.16.2 Possession of valid ISO Certificate in the same field.

2.16.3 The Tenderer must have an average annual turnover of Rs. 10 lakh during the last three years in the same field of photocopy machines / printers/ MFD's maintenance. Copies of the following documents should be submitted along with the Bid.

1. Audited Profit & Loss Account of last three financial years.
2. Income Tax PAN No., GST Registration and GST Return.
3. Income Tax Return for the last three financial years.
4. Document regarding experience of 3 years in providing annual maintenance service of Digital Multifunctional Copier Machines services/ IT Equipments in Central Government/State Government /Public Sector Undertakings/Autonomous Bodies and reputed Private organizations.
5. The Earnest Money Deposit (EMD) of **Rs.10,000/- (Rupees Ten Thousand only)** through a Demand Draft/Pay Order /unconditional Bank Guarantee in favour of "**Registrar General, High Court of Madhya Pradesh, Jabalpur.**"
6. Relevant certification of OEM or partner certificate .

**2.17 SCHEDULE OF EVENTS:-**

The tentative date for the schedule of key events of this tender is given as under:-

Sl. No.	Events	Date
01	Last date and time of tender submission.	28 <sup>th</sup> February, 2019 before 3:00 P.M.
02	Date and time of opening of the technical and financial bids.	28 <sup>th</sup> February, 2019 at 03:30 P.M.

**2.18 OPENING OF PROPOSAL:-**

The Evaluation Committee or its authorized representative will open the tenders.

**2.19 EVALUATION:-**

- 2.19.1 The employer 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.
- 2.19.2 Any time during the process of evaluation, the Employer may seek for clarifications from any or all Bidders.
- 2.19.3 The tender is invited under **single bid system** i.e. Technical Bid and Financial Bid. The interested bidder are advised to submit separate sealed envelopes as mentioned above under clause 2.10.3

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

**Phase-2: Pre-Qualification and Technical Proposal Evaluation:** The Bidder shall have to fulfill all the Pre-qualification Criteria. These documents will be scrutinized along with the Technical Proposal in this phase of evaluation. Those bidders who do not fulfill the terms and conditions of Pre-qualification Criteria as specified in this tender or whose Technical Proposal is non-responsive will not be eligible for further communication. Technical Proposals of the Bidders would be evaluated for the clause-by-clause compliance of the bid specifications as mentioned in the Bid document. Evaluation of Prequalification and Technical Proposal by Registrar General, High Court of Madhya Pradesh shall not be questioned by any of the Bidders. The Employer 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 authorized representatives who wish to attend the bid opening process.

**The Commercial Proposal Evaluation will be based on the "individual cost", which would be the total payouts including all taxes, duties and levies.**

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

- 2.20.1 The Employer reserves the right to ask for a **technical elaboration/clarification** in the form of presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening or after opening of the proposal. The Bidder has to present the required information to the Registrar General, High Court of Madhya Pradesh and its appointed representative on the date asked for, at no cost to the Employer.
- 2.20.2 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.
- 2.20.3 The Employer will notify the Successful Bidder on its intention to award the work through **“Work Order”** mentioning the total Contract Value. The timeline for delivery of products and services will start from the date of issue of Work Order / Letter of Award.
- 2.20.4 The Employer will subsequently send the Successful Bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 2.20.5 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 Employer. This is deemed as the “Contract” or “Contract Agreement” defined elsewhere in this tender document.

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

- 2.21.1 The cost of preparing the proposal, cost involved for the presentation and of visit to the High Court of Madhya Pradesh is not reimbursable.
- 2.21.2 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.

2.21.3 Successful bidder must ensure his establishment and service center in the State of Madhya Pradesh for services and support.

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

## **2.22 CONFIDENTIALITY:-**

2.22.1 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 Bidder 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.

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

2.22.3 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.

2.22.4 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.

2.22.5 The obligations of confidentiality under this section shall survive rejection/termination/expiry of the contract for the period of **one year**.

## **SECTION – III**

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

#### **3.1 GENERAL:-**

The **comprehensive maintenance services** of MFD machines given under this contract shall conform to the terms and conditions of the tender document.

#### **3.2 PERFORMANCE GUARANTEE (SECURITY DEPOSIT):-**

3.2.1 The Successful Bidder will be required to furnish performance guarantee in the form of unconditional Bank Guarantee issued by a Nationalized / Scheduled Bank in India equivalent to 10% of the Contract Value valid for a period of **14 months** within 30 days from the date of issue of Work Order.

#### **3.2.2 BANK GUARANTEE:-**

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

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

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

#### **3.3 PAYMENT TERMS:-**

3.3.1. Payments will be made in Indian Rupees only. The bills on six monthly basis are to be submitted by the contractor to the High Court of Madhya Pradesh for payment.

3.3.2. The bills in triplicate for the maintenance services prepared on the basis of rates will have to be submitted in favour of the Registrar General, High Court of Madhya Pradesh,



Jabalpur for effecting payment. No advance payment shall be made for the services.

- 3.3.3. The satisfactory report of Digital Multifunctional Copier Machines and services from each District Court to be submitted along with the bill on six monthly basis.

#### **3.4 RATES & PRICES:-**

The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to adjustment. The rates shall be valid for the period of one year from the date of agreement. However, in case of introduction of new taxes / levies the rate may change in same proportionate.

#### **3.5 EMPLOYER'S RIGHTS:-**

- 3.5.1 The Employer reserves the right to make changes within the "**Scope of Work**" and Contract.

- 3.5.2 The Employer 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 employer's action.

#### **3.6 TERMINATION:-**

- 3.6.1 Termination on expiry of the contract: The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the Registrar General, High Court of Madhya Pradesh has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.
- 3.6.2 Termination on account of Force Majeure: Either party shall have the right to terminate the Contract on account of Force Majeure.
- 3.6.3 Termination on account of insolvency: In the event the Successful Bidder at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Registrar General, High Court of Madhya Pradesh shall, by a notice in writing have the right to terminate the Contract and all the Successful Bidder's rights and privileges hereunder, shall stand terminated forthwith.

- 3.6.4 Termination for breach of contract: A breach by the Successful Bidder of its obligations hereunder and such breach not being rectified by the Successful Bidder within 30 days of receipt of the Employer's notice intimating such breach. Upon termination, the Successful Bidder shall surrender all the data and materials belonging to the Employer.
- 3.6.5 Termination for delay: Successful Bidder shall be required to perform all activities/services as per the 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 / penalty, as per conditions of the tender.
- 3.6.6 The Registrar General, High Court of Madhya Pradesh may at any time terminate the Contract by giving 30 days notice without assigning any reason.
- 3.6.7 Consequences of termination: In all cases of termination herein set forth, the obligation of the Registrar General, High Court of Madhya Pradesh to pay shall be limited to the period upto the date of effective termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or forbearance after such termination.
- 3.6.8 In case of termination of Contract herein conditions of the tender document the Contractor shall be put on holiday *[i.e. neither any enquiry will be issued to the party by the Registrar General, High Court of Madhya Pradesh against any type of tender nor their offer will be considered by the Registrar General, High Court of Madhya Pradesh against any ongoing tender(s) where contract between the Registrar General, High Court of Madhya Pradesh and that particular Contractor (as a bidder) has not been finalized]* for **two years** from the date of termination by the Registrar General, High Court of Madhya Pradesh to such Contractor.

### **3.7 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 and the decision of the Arbitrator shall be final and binding upon the parties. The sole arbitrator will be appointed by Hon'ble the Chief Justice, High Court of M.P. The arbitration shall be in Jabalpur and the Arbitrator shall give his award in accordance with "*The Arbitration and Conciliation Act, 1996*".

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

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

## **Section – IV**

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

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

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

#### **4.2 DIGITAL MULTIFUNCTIONAL COPIER MACHINES AND OTHER SUPPORTING IT EQUIPMENTS / SOFTWARE:-**

4.2.1 All the Digital Multifunctional Copier Machines and other IT equipments are to be maintained as per scope of work.

4.2.2 All the necessary Digital Multifunctional Copier Machines inventory that is required for the replacement of the hardware parts covered under maintenance contract to be maintained at District Court level, so that no delay will be there for the maintenance of the equipments.

4.2.3 All the necessary Digital Multifunctional Copier Machines inventory that is required for the replacement of the hardware parts of Digital Multifunctional Copier Machines to be maintained at High Court level.

4.2.4 The inventory in sufficient quantities are to be maintained by the contractor for easy part replacement without any delay.

#### **4.3 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 Employer, shall be made good by the contractor at no cost to the Employer.

#### **4.4 Other terms and conditions:**

4.4.1 The Registrar General, High Court of Madhya Pradesh, Jabalpur has the right of accepting or rejecting any or all tenders without specifying any reason(s) thereof. The Registrar General is under no obligation to accept the lowest tender.

4.4.2 There is no obligation on the part of the Registrar General, High Court of Madhya Pradesh to inform the unsuccessful Tenderer of the outcome of the Tender process and reasons for rejection of tender.

- 4.4.3 Payment of contractual value, in appropriate proportion, shall be released every six monthly basis based on the performance and services of the contracting firm.
- 4.4.4 It shall be mandatory on contractor to conduct routine checkup to maintain all the Digital Multifunctional Copier Machines and other Peripherals in perfect working condition and to submit the routine checkup reports on every six month to the Registrar General, High Court of M.P., Jabalpur.
- 4.4.5 Rates offered in the Tender will not be enhanced during the period of contract.
- 4.4.7 The rates finally approved/accepted by the High Court of Madhya Pradesh, Jabalpur shall be valid for the whole of the contract tenure and no upward revision will be allowed under any circumstances whatsoever.
- 4.4.8 Under no circumstances, the successful firm appoints any sub-contractor or sub-leases the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice.
- 4.4.9 The successful tenderer will be required to furnish security deposit amounting to **10% of the contractual value within 30 days from the date of letter of acceptance of tender and issue of letter of acceptance/Intent .** The security deposit shall be in the form of FDR through any nationalized bank/scheduled Bank in favour of the **Registrar General, High Court of Madhya Pradesh, Jabalpur or unconditional Bank Guarantee of any Nationalized Bank / Scheduled Bank of equal amount.** The security deposit money / unconditional Bank Guarantee will be refundable only after the expiry of the contract. The security deposit will be forfeited if during the period of contract vendor services are found to be unsatisfactory in any respect.
- 4.4.10 The contract can be terminated by the Registrar General High Court of Madhya Pradesh, Jabalpur at any time without assigning any reason if the work of the contractor is found unsatisfactory. In this respect, the decision of the Registrar General, High Court of Madhya Pradesh, Jabalpur will be final and binding on the contractor. The Registrar General, High Court of Madhya Pradesh, Jabalpur reserves the right to accept or reject any bid in whole or in part without assigning any reasons thereof.

- 4.4.11 The job carried out shall be to the satisfaction of the Registrar General, High Court of Madhya Pradesh, Jabalpur after getting satisfactory report from the concerned District Court failing which deductions @ 10% of the total bill shall be made. Depending upon the severity of negligence, the Registrar General, High Court of Madhya Pradesh reserves the right to **blacklist the agency for a suitable period or from further participation in any of the jobs to be done for the High Court of Madhya Pradesh, Jabalpur.** The decision of the Registrar General of the High Court of Madhya Pradesh shall be final and binding on the firm/agency.
- 4.4.12 Premature withdrawal of the tender by the tenderer shall make him liable for forfeiture of the earnest money.
- 4.4.13 **All the pages of the tender document should be serially numbered and duly stamped and signed by bidder.**
- 4.4.14 The Registrar General, High Court of Madhya Pradesh reserves right to increase or decrease the number of Digital Multifunctional Copier Machines and Peripherals at its discretion.
- 4.4.15 The register of surprise/routine checks shall be maintained by the contractor which shall also be inspected by Registrars (IT) / Registrar(IT)(SA), High Court of Madhya Pradesh.
- 4.4.16 The Registrar General High Court of Madhya Pradesh, Jabalpur reserves the right to review the performance whenever so desires, and also to terminate the contract at any point of time during the tenure of the contract in case the performance and the service rendered by the contracting firm is found to be unsatisfactory. The decision of the Registrar General shall be binding on the Contractor. Contract can also be terminated at any point of time if the above mentioned work is no more required.
- 4.4.17 The Registrar General, High Court of Madhya Pradesh, Jabalpur reserves the right to vary, amend or alter any terms and conditions of the tender document at the time of execution of the Maintenance Contract.

## Section – V

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

- 5.1 The place of performance will be the High Court of Madhya Pradesh, **Jabalpur** and its Benches at **Indore & Gwalior and Subordinate Courts** in the State of Madhya Pradesh.
- 5.2 It will be duty of the Contractor to have the credentials of the Service Engineers **verified and certified**.
- 5.3 It must be noted that number of Digital Multifunctional Copier Machines and other peripherals **may increase or decrease at the sole discretion of the High Court of Madhya Pradesh, Jabalpur. In that case, payment will increase/decrease proportionately.**
- 5.4 Any other work of similar nature assigned by the Registrar General, High Court of Madhya Pradesh, Jabalpur.
- 5.5 Attending to complaints raised by various sections / individuals / user of the High Court of Madhya Pradesh and District Courts on daily basis.
- 5.6 Onsite preventive and corrective maintenance of Digital Multifunctional Copier Machines, Local Area Network and other peripherals installed in the High Court of Madhya Pradesh and Subordinate Courts in the State of Madhya Pradesh.
- 5.7 The maintenance contract will include necessary repairs to the installed Digital Multifunctional Copier Machines and replacement of defective/damaged parts, components and other *accessories* free of cost.
- 5.8 The maintenance contract also include removal of virus, software patch updating, HDD crash recovery, system administration, network administration, software support /troubleshooting and Network maintenance & management in order to keep the computer system fully operational. The contractor will be responsible for providing virus free computing environment at the High Court of Madhya Pradesh, Jabalpur and its Benches at Indore & Gwalior and to the Subordinate Courts in the State of Madhya Pradesh.

5.9 The comprehensive maintenance services will be provided on all working days from **09:30 Hrs to 18:30 Hrs (Monday to Saturday)**. Provision of availability of service engineers on Sundays or other holidays and at late Night should be made in case of emergency.

5.10 Maintaining daily log file of all the complaints and its solution.

5.11 The contractor to look after all types of problems which are faced by the end-users of the High Court and Subordinate Courts.

### **5.3 SERVICE LEVEL REQUIREMENTS – SLA:-**

#### **5.3.1 Service Hours:-**

The Service Window for maintenance of all equipments would be 24x7x365 basis.

#### **5.3.2 Scheduled Downtime:-**

(a) Scheduled downtime is defined as the period of time when application software's will remain unavailable for conducting necessary preventive maintenance, urgent repairs etc. This is the maximum duration, which the Contractor can take for scheduled downtime purposes.

(b) It will be expressed in hours.

(c) The maximum scheduled downtime for any equipment would be 2 days in every calendar month.

(d) The preventive maintenance would be carried out with a minimum advance notice of 48 hours in writing and subsequent acceptance of the same by Registrar General, High Court of Madhya Pradesh or officer who will execute the contract and by the District Judge in the District Courts.

#### **5.3.3 Mean Time To Resolve / solve the problem/complaint (MTTR) :-**

(a) MTTR is defined as the arithmetic average of the time taken to attend to resolve the issues logged / problem over a defined period of time.

(b) The Severity Levels for measuring MTTR are provided in the following table:

<b>S. No.</b>	<b>Severity Level</b>
1	High
2	Low



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

Parameter	Details	Measurement Criteria	Penalties per day of delay / per fault / per occasion
Mean time to Resolve the problem (MTTR)	(i) Within 24 Hours from the call logging time – for all High Severity events (ii) Within 48 hours from the call logging time for all Low severity events	Calculation of fault duration per instance based on Fault Docket	(i) For High Severity events, Rs. 500/-. (ii) For Low Severity events, Rs. 200/- Delay will be counted in steps of one hour.

5.3.4.1 The Successful Bidder needs to maintain the Service Levels as follows:

- (a) 99% of the times for the MTTR of High Severity Events
- (b) 95% of the times for the MTTR of Low Severity Events

5.3.4.2 The penalty will be applicable on per fault basis even if there is a commonality of fault at any point causing full or part failure of services.

5.3.4.3 After the expiry of contract, it shall be optional for Registrar General, High Court of Madhya Pradesh not to enter the contract further with the contractor. If Registrar General, High Court of Madhya Pradesh is not satisfied with the performance of the Contractor during Warranty it reserves the right to terminate the same during its currency, after **giving a notice** to the Contractor.

5.3.4.4 The Contractor has to maintain adequate spares for maintaining the SLA (Service Level Agreement) parameters as mentioned below. Any cost involved to meet the service level requirements specified above is to be borne by the Bidder.

5.3.4.5 In case the Service Level Requirements are violated continuously for the period of three months, the Employer reserves the right to terminate the Contract by giving a notice to the contractor.

**5.3.4.6 The preventive maintenance of all the installed equipments / products covered under maintenance contract shall be carried out every 6 months during the contract period and the report is to be submitted to the Registrar General, High Court of Madhya Pradesh.**

## Section – VI

### **6 Duties and responsibilities: -**

- 6.1 The contractor should attend to all the complaints, irrespective of its nature.
- 6.2 Protection of equipments & maintaining the system in perfect working condition.
- 6.3 To attend the complaints without fail within the shortest possible time and to **solve the complaints immediately, in no case shall exceed 24 Hour down time.**
- 6.4 To regularly update the antivirus system to avoid any loss of data (if required).
- 6.5 To replace all such parts which are damaged / malfunctioned and which cannot be repaired to keep the Digital Multifunctional Copier Machines and other Peripherals in perfect working condition.
- 6.6 To use only genuine original spare parts of reputed firms/manufacturing company in the MFD's.
- 6.7 To maintain highest order of integrity, moral and social responsibility and decorum of the Courts.
- 6.8 The contractor shall ensure availability of all IT services in the High Court and Subordinate Courts.
- 6.9 The contractor shall be responsible for installation and configuration of software like open office, firebox etc.
- 6.10 The incident handling and service desk / help desk.
- 6.11 Identification of problem and root cause analysis.
- 6.12 The contractor must provide and install its own web based complaint handling system for lodging and maintaining of Digital Multifunctional Copier Machines of the High Court and Subordinate Courts.
- 6.13 All other duties and responsibility as assigned by the High Court and Subordinate Courts on time to time basis to the contractor.

**Section – VII**  
**Price Bid**

**Detail Break up of Cost\***

**Name of the Bidder:**

**(A) The Multifunctional Copier Machines that is to be brought under maintenance contract for the period of 01 year installed in the High Court & its Benches and Subordinate Courts in the State of Madhya Pradesh.**

S. No	Name of Hardware items	Configuration / Details of the Hardware	*Approximate Numbers of Items	Rate per item	Taxes per item	Total rate per Hardware item	Total Amount (inclusive of all taxes and duties)
A	B	C	D	E	F	G= E+F	DXG
1	Digital Multifunctional Copier Machines	Make: Samsung, Model: K-2200	61				

**(A) Total price in Rupees (in words)**

Total price in words \_\_\_\_\_

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

Name \_\_\_\_\_

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

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

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

Place..... and Date .....

**\*Note:- The number of MFD's machines for maintenance may increase or decrease and the payment shall be made in same proportionate.**

**Form: PQ-1**

<b>Sl. No.</b>	<b>Description</b>	<b>Indicate also page number where the sheet attached</b>
<b>1.</b>	Name, address & telephone number of the agency/firm	
<b>2.</b>	Name, designation, address & telephone number of authorized person	
<b>3.</b>	Please specify as to whether bidder is sole Proprietor/Partnership Firm/Private or Limited Company.	
<b>4.</b>	Name, address & telephone number of Directors/Partners, Fax No., e-mail address.	
<b>5.</b>	Copy of PAN Card issued by Income Tax Department and Copy of previous 3 Financial Year's Income Tax Return.	
<b>6.</b>	Copy of valid GST registration details	
<b>7.</b>	Latest GST Return (Please attach copy).	
<b>8.</b>	Experience Certificates / details of 3 years in providing services in Central Government/State Government/Public Sector Undertakings/ Autonomous Bodies. and reputed private organization.	
<b>9.</b>	Details of Bid Security/Earnest Money Deposit:- (Rs.10,000/-) (a) Amount: (b) Demand Draft/Pay Order/Banker/ Cheque No.: (c) Date of issue: (d) Name of issuing Bank:	
<b>10.</b>	Details of Tender Fees: (Rs. 2,000/-) (a) Amount: (b) Date of issue:	

**Note: - Use separate sheet to furnish all relevant details.**

**Form: PQ-2**

**BIDDER'S ANNUAL TURNOVER**

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

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

From (Name & Address of the Auditor)

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

To,  
The Registrar General,  
High Court of Madhya Pradesh,  
Jabalpur (M.P.)

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

**Sir,**

We hereby certify that the average annual turnover of M/s. \_\_\_\_\_ (name of the bidder) is not less than **Rs. 10 Lakh** during the last three financial years.

Sl. No.	Firm / Bidder	Year 2015-16	Year 2016-17	Year 2017-18
		Amount	Amount	Amount
1				

**Yours Sincerely,**  
**(Signature of Auditor)**

**Name of the Auditor:**

**Seal:**

Form: PQ-3

**SIMILAR WORK EXPERIENCE**

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

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

**From (Name & Address of the Bidder)**

\_\_\_\_\_ To,  
\_\_\_\_\_  
\_\_\_\_\_ The Registrar General,  
\_\_\_\_\_ High Court of Madhya Pradesh,  
\_\_\_\_\_ Jabalpur (M.P.)

**Subject:-Comprehensive Annual Maintenance Contract of Digital Multifunctional Copier Machines installed at the High Court of Madhya Pradesh and Subordinate Courts in the State of Madhya Pradesh.**

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

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

Sl. No.	Name of the client / organization	Work Order (P.O) No. & Date of issue of P.O.	Project Contract Value	Details of Digital Multifunctional Copier Machines covered under annual maintenance contract	No. of resident engineer deployed for the project	Brief Scope of Work	Whether the copies of the work orders / contracts from the client as required, is attached?	
							Yes/No	Pg. No. on the Proposal

**Yours Sincerely,**

**(Signature of Authorized Signatory)**

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

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

**Seal:**

### Annexure - 1

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

Sl. No.	Clause no.	Complied / Not complied



## Annexure - 2

### DEVIATION STATEMENT FORMAT

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

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

**PART – I**  
**BID FORM (1 sheet)**

**Tender No. :**

**Date :**

To,

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

**Respected Sir,**

1. Having examined the conditions of the contract and details in the tender document and annexure, the receipt of which is hereby duly acknowledged, we, undersigned, offer comprehensive maintenance contract of Digital Multifunctional Copier Machines for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. If our Bid is accepted, we will obtain the unconditional performance guarantees of a Nationalized/Scheduled Bank for a sum 10% of the purchase / contract value.
3. We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal Work 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.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
6. We understand that you are not bound to accept the lowest or any bid, you may receive and you may reject any bid without assigning reason therefore and you may vary, amend or alter any terms and conditions of the Tender Document at the time of execution of the Contract.

**Dated this ..... day of ..... 2019**

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

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

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

**Witness .....**

**Address .....**

**Signature**

## **CERTIFICATES**

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

1. We will not LEAK / DISCLOSE any information of the High Court of Madhya Pradesh to any other institutions/organizations, bodies and also in the market on the rates less than the prices quoted by us to the High Court.
2. The rate of TAXES / DUTIES mentioned in the tender is in accordance with the provisions of the rules in all respects and the same is payable to the Authorities as per Law.
3. The comprehensive maintenance services of the Digital Multifunctional Copier Machines local area networking offered shall be the best strictly in accordance with the terms and condition of the tender document.
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 and Subordinate Courts Database and Software.

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