

**HIGH COURT OF MADHYA PRADESH: JABALPUR**

**// CLARIFICATION //**

No. Reg(IT)(SA)/2017/177

Jabalpur, Dated:09.02.2017

**Subject:-** The matter relates to publish the reply / clarification of the Pre-Bid meeting dated: 6<sup>th</sup> February, 2017 of the tender regarding annual maintenance contract of Computer Hardware items of the High Court and Subordinate Courts in the State of Madhya Pradesh with reference to the tender no. Reg(IT)(SA)/2017/138, Dated:24.01.2017.

**Ref: -** Pre-Bid Meeting Dated: 6<sup>th</sup> February, 2017 at 11:30 A.M.

**Reply / clarification to the pre-bid meeting.**

S.No.	Page No. & Clause No.	Description	Query of the bidder	Reply / clarification to the query
1	Page 29 / Clause 5.3.4	i. For High Severity events, Rs. 500/-. ii. For Low Severity events, Rs. 200/- delay will be counted in steps of one hour.	There is no maximum penalty capping in this clause its seems open ended, so hereby request you kindly put maximum penalty capping 5-10% as per current standard of industry in order to reduce input cost of bidder.	There is maximum capping of 10% of total contract value. However, the decision of the Registrar General, High Court of Madhya Pradesh in this shall be final and binding on the contractor.
2	Page 10 / Clause 2.15.2	Experience in comprehensive annual maintenance of Computer Hardware like Desktop / Laptop Computers, printers (Dot Matrix + Laser), UPS etc. during last 5 years ending last day of month previous to the month of publication of this tender should be following: a. Three similar completed work	We hereby requested you please mentioned clear value of each order which is require under this clause, as if any bidder will submit their bid in given specific percentage format then their commercial bid value may be disclose in advance before opening of commercial bid.	No change. The vendor has to submit the document accordingly to the High Court. The matter is already discussed in the meeting and the bidder has to submit the proposal accordingly as per their estimated value.

		<p>costing not less than the amount equal to 40% of the estimated cost.</p> <p><b>OR</b></p> <p>b. Two similar completed work costing not less than the amount equal to 50% of the estimated cost.</p> <p><b>OR</b></p> <p>c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.</p>		
3	Page 11 / clause 9	Relevant certification of OEM or partner certificate	As this is a direct support contract between bidder and High Court and there is role of any OEM then what kind of certificate is require please clarify.	<u>This condition is optional.</u> The vendor / contractor should have either the OEM support letter or the contractor / vendor should be the associate Gold / Platinum partner of the respective OEM's. But it is not mandatory from the part of the bidder.
4	Page 22 / clause 4.4.12	The job carried out shall be to the satisfaction of the Registrar General, High Court of M.P., Jabalpur after getting satisfactory report from the concerned District Court falling which deduction @10% of the total bill shall be made. Depending upon the severity of negligence, the Registrar General, High Court of M.P. reserves the right to blacklist the agency for a suitable period or from further participation in any of the jobs to be	Please clarify 10% is overall maximum deductions or it's a separate penalty clause.	Yes the maximum overall deduction is 10% of the total contract value. But the Registrar General shall have power to change the conditions as per requirement of the High Court.

		done for the High Court of M.P., Jabalpur. The decision of the Registrar General of the High Court of M.P., shall be final and binding on the firm /agency.		
5	Page 24 / clause 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 M.P., Jabalpur and its benches at Indore & Gwalior and to the Subordinate Courts in the State of M.P.	HDD crash recovery there is no guarantee of any recovery from crash HDD so request you please remove this clause.	The efforts are to be made by the vendor for HDD crash recovery.
6	-	Location details for support	We request you kindly provide location wise assets details for better understanding of project and its also help to minimize input cost.	Computer Hardware of Make: HP is accordingly installed at District Courts in the State of M.P. and Hardware of Make: HCL is mostly installed at Tehsil Courts in the State of M.P. The number of District Court are 50 and number of Tehsil Court are 150. The exact number of items shall be provided at the time of signing of contract.

				<b>However, please refer to the website of the High Court regarding the details of the same.</b>
7	Clause 4.4.9	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 any notice.	As an MNC organization, we have restriction in having our own manpower / engineers. We request you to allow us to engage our authorized service engineers to deliver services at site, however contract will be signed by us, and we will be solely responsible and accountable to abide by all terms and conditions, including submission of PBG.	The contractor firm / agency have to depute their resident engineers / manpower for the execution of the annual maintenance contract of the High Court and Subordinate Courts in the State of Madhya Pradesh.
8	Clause 5.7	The maintenance contract will include necessary repairs to the installed Computer Hardware and replacement of defective / damaged parts, components and other accessories free of cost.	<ul style="list-style-type: none"> <li>i. Any physical damage / burnt / rodent damage cases should be excluded from the purview of AMC.</li> <li>ii. Battery being consumable item, we propose to exclude it (both for laptops and UPS) from the purview of AMC.</li> </ul>	Any physical damage and physical burnt shall not be covered in the scope of AMC. But the matter shall be referred to the Registrar General of the High Court and his decision in this shall be final and bounding on the vendor. <b>The batteries are not covered under AMC of the Computer Hardware.</b>
9	Clause 5.3	It must be noted that number of Computer Hardware items and other peripherals may increase or decrease at the sole discretion of the High Court of M.P., Jabalpur. In that case, payment	Since costing of resident engineer is to be factored in AMC cost of hardware equipment, there should be a ceiling of such decrease or increase of equipment.	Please quote the cost of resident engineer as per the revised price bid details mentioned in the clarification / reply of pre-bid.

		will increase / decrease proportionately.		
10	-	The maintenance contract also include removal of virus, software patch updating, HDD crash recovery, system administration, network administration, software support / troubleshooting and network maintenance and 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 M.P., Jabalpur and its Benches at Indore and Gwalior and to the Subordinate Courts in the State of M.P.	Need clarify if High Court will provide AV software	The antivirus software shall be provided by the High Court of M.P. / District Courts as per requirement. The rest of the activities are to be performed by the vendor / contractor as per SLA.
11	Page 10 / Clause 2.15/ Pre-qualification	Experience in comprehensive annual maintenance of computer hardware like desktop / laptop computers, printers (dot matrix + laser), UPS etc. during last 5 years ending last day of month previous to the month of publication of this tender should be following. <ul style="list-style-type: none"> <li>• Three similar work orders costing not less than 40% of the estimated cost or</li> <li>• Two similar completed work orders costing not less than 50% of the estimated cost or</li> <li>• One similar work order costing not</li> </ul>	Since there is no estimated (budgeted) cost mentioned in the bid, what will be the value considered in this criteria (PO value)	No change. The vendor has to submit the document accordingly to the High Court. The matter is already discussed in the meeting and the bidder has to submit the proposal accordingly as per their estimated value.

		less than 80% of the estimated cost		
12	Page 7 / clause 2.5	EMD in the form of BG	Please specify validity of BG	The Bank Guarantee is to be valid for minimum period of 06 months.
13	Page 25 / clause 5.12	Resident engineers – 3at High Court Jabalpur, 2 each at Indore and Gwalior. All other District locations -13 No. the total engineers = 20 Nos.	Please confirm	Yes 20 resident engineers in all are required for the AMC of Computer Hardware items.
14	Page16 / Clause 3.3	Submission of bills- we understand that there will be single invoice in triplicate needs to be submitted at Registrar General, Jabalpur	Please clarify	The bills are to be submitted in two types i.e. for the AMC of Computer Hardware items installed at High Court of M.P., Jabalpur and its Bench at Indore and Gwalior, is to be submitted in favour of <b>“Registrar General High Court of M.P., Jabalpur”</b> and bill for the AMC Computer hardware items installed at District and Tehsil Court is to be submitted in favour of <b>“District and Sessions Judge, Jabalpur”</b> for centralized payment.
15	Page 21 / Clause 4.4.5	Engineer qualification	Also include graduate, certifications in Hardware maintenance	No change, please refer the tender document
16	Page 24 / clause 5.6	Onsite preventive and corrective maintenance of Computer Hardware, Local Area Network and other peripherals installed in the High Court of M.P. and Subordinate Court	LAN- please clarify on passive components including cabling physical breakage, etc.	In LAN only active components are to be covered under AMC

		in the State of M.P.		
17	Page 28 / 5.3.1	Service window – 24 x7 x 365	Which contradicts with service availability from Monday to Saturday	Services call login is to be available 24x7. But the services of the engineers in general is from Monday to Saturday from 9:30 AM to 6:30 PM.
18	Page 29	SLA- Resolution 48 Hours for low severity	Please consider 3 business days for Tehsil locations	No change
19	-	-	-	<b>The number of printers of Make: HP, Model: 1566 is also to be included in the AMC of the Computer Hardware of the District Courts in the price bid sheet.</b>

Accordingly, the financial bid format is modified here as under:-

**D) Network & System Administrator, Project coordinator and Resident Engineers :-**

S. No	Manpower Description	No.	Rates offered (Annual in Rupees)	Taxes	Rates	Total value
A	B	C	D	E	F = D+E	G = F X C
1	Network cum Database Administrator ( Well versed with Oracle and Mysql databases)	01				
2	Project coordinator and System Administrator	01				
3	Resident Engineers ( High Court)	07				
4	Resident Engineers for the District Courts	13				
	Total					

**Note:-**

1. The number of items under AMC may increase or decrease depending upon the requirement of the High Court. The

payment in this regard shall be paid to the vendor in the same proportionate.

2. The firms / vendors registered under NSIC are exempted for submission of tender fees and EMD, but they have to submit valid document as per tender.
3. The Registrar General, High Court of Madhya Pradesh has full rights to accept or reject any bid, without assigning any reason.
4. The Registrar General, High Court of Madhya Pradesh has right to alter the scope of work as per the requirement.
5. All Prospective bidders are requested to submit the bid with all relevant documents and to be serially numbered in hard bound.
6. On introduction of new levy / taxes / duties the rate / price of items shall change in same proportionate.
7. All future correspondence / clarifications / addendum/ corrigendum shall be available in the website of the High Court of Madhya Pradesh i.e. [www.mphc.gov.in](http://www.mphc.gov.in) and [www.tenders.gov.in](http://www.tenders.gov.in) and to communicate accordingly.

**Sd/-**  
**REGISTRAR GENERAL**



The Approximet Detail of the Computer Hardware item that are delivered and installation at 43 District Court complex

S No	District	No. of Server	No. of Desktop	Uniline UPS Systems				HP Scan Jet 8270	Network Switchs of	Network Switch	Network Switchs of	Network Switchs of	L3 Switchs of	ATEN KVM	Hitachi CP-RX70
				500 VA	1 KVA	2 KVA	5 KVA								
1	Balaghat	2	10	10		1		1	1	3			1	1	
2	Bardwani	2	7	7		1		1		2	2		1	1	
3	Betul	2	14	14		1		1	0	0	3	4	0	1	
4	Bhind	2	14	14		1		1	1	5		1		1	
5	Bhopal	5	31	31		0	1	1		14		1		1	
6	Chhattarpu	2	14	14		1		1	1	5	0	1	0	1	
7	Chindwara	2	16	16		1		1	3	5	1			1	
8	Damoh	2	16	16		1		1		3	2	1		1	
9	Datia	2	10	10		1		1	1	3				1	
10	Dewas	2	17	17		1		1		4	0	0	0	1	
11	Dhar	2	12	12		1		1	2	3	0	0	0	1	
12	Guna	2	13	13		1		1		4				1	
13	Gwalior	7	60	60	0	0	1	1	0	18	0	0	1	1	
14	Harda	2	9	9		1		1	4			4		1	
15	Hoshangab	2	9	9		1		1		2				1	
16	Indore	5	55	55		0	1	1	1	13		1		1	
17	Jabalpur	5	45	45	0	1	0	1	1	12	0	0		1	
18	Jhabua	2	9	9		1		1		2				1	
19	Katni	2	15	15		1		1	1	3				1	
20	Khandwa	2	18	18		1		1			3	3		1	
21	Mandla	2	11	11		1		1	3	2	0	0	0	1	
22	Mandleshv	2	9	7	1	0		1		2				1	
23	Mandsour	3	20	20		1		1		4	1	1		1	
24	Morena	2	17	17		1		1	1	3		1		1	
25	Narsingpur	2	11	11		1		1	1	3		1		1	
26	Neemuch	2	8	8		1		1	1	2				1	
27	Panna	2	7	7		1		1	4	1	0	1		1	
28	Raisen	2	12	12		1		1		3				1	
29	Rajgarh	2	9	9		1		1	1	3				1	
30	Ratlam	2	15	15		1		1		4		1		1	
31	Rewa	3	20	20		1		1		7		1		1	

32	Sagar	2	19	19		1		1	1	5				1	1
33	Satna	2	16	16		1		1		4	2	1		1	1
34	Sehore	2	11	11		1		1		3				1	1
35	Seoni	2	13	13		1		1	1	3	2			1	1
36	Shahdol	2	11	11		1		1	1	3				1	1
37	Shajapur	2	11	11		1		1	1	3	1	3		1	1
38	Sheopur	2	9	9		1		1	1	3	1			1	1
39	Shivpuri	2	11	11		1		1		4	1			1	1
40	Sidhi	2	13	13		1		1	2	4	0	1	0	1	1
41	Tikamgarh	2	15	15		1		1		3	2	1		1	1
42	Ujjain	3	25	25		1		1		4	1	1		1	1
43	Vidhisha	2	12	12		1		1		4				1	1
	<b>Total</b>	<b>103</b>	<b>699</b>	<b>697</b>	<b>1</b>	<b>39</b>	<b>3</b>	<b>43</b>	<b>34</b>	<b>178</b>	<b>22</b>	<b>29</b>	<b>1</b>	<b>43</b>	<b>43</b>

**The List of the Computer Hardware items that are installed at respective tehsil court of the District Court as Mention as Below :-**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	Anuppur	Balaghat	Barwani	Betul	Bhind	Chhattarpur	Chindwara	Damoh	Dewas	Dhar	Guna	Ashoknagar	Gwalior	Hosangabad	Indore	Jabalpur	Jhabua	Katni
<b>NO. OF COURTS</b>	5	9	9	9	9	15	13	3	10	18	6	6	9	15	13	8	10	1
<b>Court Complex</b>	2	2	4	2	3	3	5	1	4	5	3	2	2	5	3	2	3	1
<b>Section A</b>																		
1 PEDESTIAL SERVER - 1 PROCESSOR	2	2	0	0	6	4	10	2	8	8	4	4	2	8	4	4	6	0
2 PEDESTIAL SERVER - 2 PROCESSOR	0	2	2	2	0	2	0	0	0	2	0	0	2	0	2	0	0	0
3 500 GB USB HDD	2	2	4	2	3	3	5	1	4	5	3	2	2	5	3	2	3	1
4 SLIM CLIENT PC (PRELOADED WITH UBUNTU LINUX)	6	9	12	10	9	15	13	3	10	18	7	6	9	16	13	8	10	2
2 SCANNER	2	2	4	2	3	3	5	1	4	5	3	2	2	5	3	2	3	1
3 1 KVA ONLINE UPS WITH 120 MINUTE BACKUP INCLUDING BATTERIES	2	1	3	1	3	2	5	1	4	4	3	2	1	5	2	2	3	1
4 2 KVA ONLINE UPS WITH 120 MINUTE BACKUP INCLUDING BATTERIES	0	1	1	1	0	1	0	0	0	1	0	0	1	0	1	0	0	0
5 500 VA LINE-INTERACTIVE UPS WITH 120 MIN BACKUP INCLUDING BATTERIES	6	9	12	10	9	15	13	3	10	18	7	6	9	16	13	8	10	2
<b>Section B</b>																		
6 THIN CLIENTS FOR COURTS	15	27	27		27	45	39	9	30	54	18	18	27	45	39	24	30	3
7 24 PIN 136 COL. DOT MATRIX PRINTER	10	18	18	18	18	30	26	6	20	36	12	12	18	30	26	16	20	2
<b>System Software Cost</b>																		
8 LINUX SERVER DISTRIBUTION WITH MEDIA	1	2	1	1	3	3	5	1	4	5	2	2	2	4	3	2	3	0

19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	Total
Khargone	Mandla	Mandsaur	Morena	Neemuch	Panna	Raisen	Rajgarh	Ratlam	Rewa	Sagar	Satna	Sehore	Seoni	Shahdol	Shajapur	Shivpuri	Sidhi	Singrauli	Tikamgarh	Alirajpur	Narsinghpur	
16	2	13	11	6	4	9	15	8	9	16	14	7	4	10	16	14	8	2	5	4	7	368
6	1	4	3	2	2	6	4	3	3	5	4	3	1	3	4	5	2	1	3	1	1	119
																						0
6	2	8	6	4	2	6	6	0	6	8	6	4	2	6	8	8	2	2	4	2	0	172
2	0	0	0	0	0	0	2	2	0	2	0	0	0	0	0	0	2	0	0	0	2	26
6	1	4	3	2	2	6	4	3	3	5	4	3	1	3	4	5	2	1	3	1	1	119
18	2	13	11	6	5	12	15	10	9	16	15	8	4	10	16	15	8	2	6	4	7	388
6	1	4	3	2	2	6	4	3	3	5	4	3	1	3	4	5	2	1	3	1	1	119
5	1	4	3	2	2	6	3	2	3	4	4	3	1	3	4	5	1	1	3	1	0	106
1	0	0	0	0	0	0	1	1	0	1	0	0	0	0	0	0	1	0	0	0	1	13
18	2	13	11	6	5	12	15	10	9	16	15	8	4	10	16	15	8	2	6	4	7	388
																	0					
48	6	39	33	18	12	27	45	24	27	48	42	21	12	30	48	42	24	6	15	12	21	1077
32	4	26	22	12	8	18	30	16	18	32	28	14	8	20	32	28	16	4	10	8	14	736
																	0					
4	1	4	3	2	1	3	4	1	3	5	3	2	1	3	4	4	2	1	2	1	1	99