

**HIGH COURT OF MADHYA PRADESH,
JABALPUR**

Ref No. Reg(IT)(SA)/2018/1036

Dated: 24.07.2018



**Bid Document for
Comprehensive Annual Maintenance Contract of the Computer
Hardware items installed at the High Court of Madhya Pradesh
and Subordinate Courts in the State of Madhya Pradesh.**

Note: This document contains total 52 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)/2018/1036

Dated: 24.07.2018

Sealed tenders are invited for the Comprehensive Annual Maintenance Contract of the Computer Hardware items and other IT Peripherals 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.)	Online 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.	1 Crore	5,00,000/-	10,000/-	28 th August 2018 before 3:00 P.M.	28 th August 2018 at 03:30 P.M.	01 years from the date of contract / agreement

1. Tender documents may be viewed or purchased online by interested and eligible bidders from the website www.mpeproc.gov.in after paying Tender fee of Rs.10,000/- and Processing Fee, as applicable . The tender document is also available in website www.mphc.gov.in for reference.
2. Bidders can submit its tender online at www.mpeproc.gov.in 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 **28th August 2018 at 3:00 P.M.**
3. All further notifications/amendments, if any shall be posted on www.mpeproc.gov.in and www.mphc.gov.in only. No separate communication shall be made with individual Bidders.
4. **The financial bids are to be submitted online and no hard copy 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 , Landline: 0761-2623358

Terms and Conditions for e-Tendering:-

1. For participation in e-tendering module, it is mandatory for prospective bidders to get registration on website **www.mpeproc.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 **www.mpeproc.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 www.mpeproc.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 **www.mpeproc.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 www.mpeproc.gov.in and help desk contract no. 18002588684 Mail id: eproc_helpdesk@mpsdc.gov.in 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 are exempted for submission of tender fees and EMD. But they have to enclose valid documents in this regard.**

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 Computer hardware items 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
- ix. Section IX Location resident engineer to be posted.

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

2.5.1 The proposal should be submitted along with an tender fee of Rs.10,000/- (Rs. Ten Thousand only) and Earnest Money Deposit (EMD) of Rs. 5,00,000/- (Rs. Five Lakh 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 online tender application fee of Rs.10,000/- (Rs. Ten Thousand only) & EMD of Rs.5,00,000/- (Rupees Five Lakh only). The envelope should be super scribed as "**Envelope 1 – EMD & Online 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 the Computer Hardware items installed in the High Court of Madhya Pradesh and Subordinate Courts in the State of Madhya Pradesh**. Bid from: M/s -----
-----” “**NOT TO BE OPENED BEFORE 28th August, 2018 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 31st March of previous financial year i.e. 2018 should be at least **Rs. One Crore in the field of annual maintenance of the Computer Hardware items.**

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

- 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 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 Computer Hardware like Servers, Desktop / Laptop Computers, Printers (Dot matrix + Laser), UPS systems.

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 **05 years** in providing Maintenance Services of Computer hardware 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. One Crore during the last three years in the same field of Computer Hardware maintenance Services. 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 5 years in providing annual maintenance service of computer hardware items services in Central Government/State Government /Public Sector Undertakings/Autonomous Bodies and reputed Private organizations.
5. The Earnest Money Deposit (EMD) of **Rs.5,00,000/- (Rupees Five Lakh 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 th August, 2018 before 3:00 P.M.
02	Date and time of opening of the	28 th August, 2018 at 03:30 P.M.

	technical Bid	
03	Date and time of opening of the financial Bid at High Court of Madhya Pradesh, Jabalpur	Date and time of opening of financial bids shall be intimated to qualified bidders via e-mail / letter / telephone.

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 **two 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: Online Application Fee & EMD: First, the envelope containing Online 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.

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

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 the Computer Hardware items and other IT peripherals 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 quarterly 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 Computer Hardware maintenance and services from each District Court to be submitted along with the bill on quarterly 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 COMPUTER HARDWARE EQUIPMENTS AND OTHER SUPPORTING IT EQUIPMENTS / SOFTWARE:-

4.2.1 All the Computer Hardware and other IT equipments are to be maintained as per scope of work.

4.2.2 All the necessary computer hardware 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 computer hardware inventory that is required for the replacement of the hardware parts of computer hardware 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 quarter (3 months) 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 Computer hardware 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 The Contractor shall ensure that only qualified engineers possessing education qualification of BE/ B.Tech (Computer Science/Electronic/Electrical) / MCA/ AMIE/ Diploma in Computer or Electronics or electrical/BCA or equivalent are deputed for performance of maintenance contract failing which penalty of Rs.1,000/- (Rupees One Thousand Only) on each occasion will be imposed. In case there is any change in Resident Engineer, the details with educational qualification will be informed to the Registrar General, High Court of Madhya Pradesh in advance.
- 4.4.6 In case of pecuniary loss suffered by any of the users/beneficiaries of the High Court of Madhya Pradesh and Subordinate Courts and attributed to the Contractor, the Registrar General, High Court of Madhya Pradesh will have the right to forfeit the Security Deposit and in case the Security Deposit falls short to match the pecuniary loss being insufficient, such balance will be recovered from the payments due to the Contractor.
- 4.4.7 Rates offered in the Tender will not be enhanced during the period of contract.
- 4.4.8 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.
- 4.4.9 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 without any notice.
- 4.4.10 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.

- 4.4.11 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.
- 4.4.12 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.
- 4.4.13 Premature withdrawal of the tender by the tenderer shall make him liable for forfeiture of the earnest money.
- 4.4.14 **All the pages of the tender document should be serially numbered and duly stamped and signed by bidder.**
- 4.4.15 The successful contractor shall, during the validity of the contract, engage/depute minimum of two dedicated Service Resident Engineer at High Court of Madhya Pradesh, Jabalpur and its Benches at Indore and Gwalior. Also, the dedicated Resident Engineers are to be deputed in the District Courts as per "**Annexure - A**".
- 4.4.16 The Registrar General, High Court of Madhya Pradesh reserves right to increase or decrease the number of computer hardware and Peripherals at its discretion.
- 4.4.17 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.

- 4.4.18 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.
- 4.4.19 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 Computer Hardware items 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 Computer Hardware, 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 Computer Hardware 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.
- 5.12 The contractor shall provide maintenance services through qualified experienced and competent resident engineers. Three of the resident engineers shall stay at the High Court of Madhya Pradesh, Jabalpur and two each resident at its Bench at Indore and Gwalior.

The role of the resident Engineers to be as follows:-

- a. The onsite engineer responsible for hardware maintenance should have expertise to cover all items of Desktop Computers, Laptop Computers, DMP Printers, Laser Printers, UPS and all Networking active & passive components.
 - b. Provide user software support services including virus cleaning/patch installation, software installation, etc. He should be well conversant with the latest trends in trouble shooting of computing equipments and networking monitoring tools.
 - c. To carry out preventive maintenance of Computer Hardware and peripherals covered under this maintenance contract on every six month.
 - d. To take all necessary steps to make Computer Hardware functional all the time.
- 5.13 The contractor shall also provide one Database cum system administrator and one Project Coordinator.
- 5.13.1 The role and qualification of the Database cum System Administrator will be as follows:-
B.E. (Computer/E&C)/MCA Certification like with 2 years' post certification experience. **The candidate should be well versed with Database query optimization, backup, retrieval and all other Database management activity.**

Role & Responsibilities

Responsible for system uptime, security, performance, monitoring and other related services. Must have beginner to intermediate skills in Information Security technologies like Anti-virus, Firewalls, IPS, Content Filtering, Encryption, VPN

and Threat Management and be familiar with Information Security Audit parameters.

1. Resolution of system issues in all Court Complexes.
2. Configuring network devices and implementing network solutions, security protocols, interfaces etc., should have sound knowledge of LAN/WAN and virtual private network, switches, routers etc.
3. Level II support includes basis troubleshooting of network related issues including resolution outages/incidents as well as more advanced Service Request functions.
4. Documentation of the Network Services e.g. Design criteria and standards, Topology documentation.
5. Implementation and support of IP addresses, router table entries, network filters, and any other applicable operational configuration parameters for all managed Network devices.
 - a. Updating of drivers and firmware.
 - b. Updating IOS from scripts and templates.
 - c. Configuration of device from scripts.
 - d. Configuration of monitoring software from scripts.
 - e. Testing and documentation of installation activities.
 - f. Firewall/IPS/IDS/DNS/DHCP configuration.
6. Preparation and Implementation of Network security policies, procedures, and reporting mechanisms including logical access strategies and standards relevant to the services.
7. Proposing policies for data security preservation / log maintenance etc. for the best interest of this High Court in consultation with Registrars (IT).
8. Server configuration.
9. Linux Server Administration.
10. Fine tuning and backup of the Servers.
11. Performance optimization of Servers.
12. Database management and backup.

5.13.2 The role and qualification of the Project Coordinator will be as follows:-

B.E./ B.Tech (Computer Engineering, IT, Electronics) with experience or 3 years Diploma (Computer Engineering, IT Electronics) with two years or more experience with basic

knowledge of Windows & Linux OS, Networking and MFP usage etc.

Role & Responsibilities:-

1. First level support to users to resolve the problems reported by users of the High Court and District Courts.
2. Lodging unresolved complaints with respective Resident Engineers and follow up with vendors to resolve the same at the earliest.
3. Coordination with resident engineers for problem solution.
4. Call management system (CMS) operations: Call logging, call closure and report generation. An application or a web based module should be used for this purpose to automate this process.
 - a. User confirmation/feedback after resolving the complaint is required.
 - b. All the complaints registered and resolved on a single day should be reported at the end of the day to person as appointed by the High Court.
 - c. To attend hardware complaints including the complaints pertaining to Broadband even during odd hours, Sundays and National Holidays.

5.14 The parts/components/sub-assemblies used for repair/replacement by the contractor will be of the same/equivalent or higher make and functional capability as originally available in the systems. Except consumables like cartridges ribbons, laser printers toner, CDs, the contractor will arrange all other parts/components/sub-assemblies including fuser assembly of laser jet printers free of cost for maintaining the system in perfect working condition.

5.15 The Computer Hardware items that are not serviceable by the agency due to obsolescence of technology or non-availability of parts/components/assemblies will be withdrawn from the maintenance contract. The decision of the Registrar General, High Court of Madhya Pradesh, Jabalpur regarding non-availability and obsolescence of technology will be final. Withdrawal of such computer hardware shall be communicated to the High Court and equivalent maintenance charges shall be deducted from the amount due for payment to the agency.

5.16 The Computer hardware items and other Peripherals proposed to be covered under this maintenance contract is enclosed along with this tender document and mentioned in price bid.

5.2 INSTALLATION PRACTICE AND METHOD OF WORK:-

5.2.1 The maintenance work shall be executed to the highest standards using best quality original material. The contractor shall ensure that the entire specification is complied with the technical specifications. It shall be the responsibility of the contractor to demonstrate compliance of technical as well as functional specifications. Meeting individual requirements shall not be deemed as meeting the overall efficient functioning of the total system.

5.2.2 The completed installation shall be subject to checks at all stages and tests as prescribed in the bid or as deemed necessary by the Registrar General. The same shall be done by the Employer and the contractor shall be liable to rectify such defects as brought out by the Employer during these checks and tests and make good all deficiencies at his own cost.

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:

S. No.	Severity Level
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 Computer Hardware and other Peripherals in perfect working condition.
- 6.6 To use only genuine original spare parts of reputed firms/manufacturing company in the Desktop / Laptop Computers, Printers and other IT Peripherals.
- 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 computer hardware 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 Computer Hardware that is to be brought under maintenance contract for the period of 01 year installed in the High Court of Madhya Pradesh, Jabalpur.

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	HP NX6130 Laptop	1.8 GHz, 512MB DDR2, 60GB HDD	4				
2	HP NX6320 Laptop	1.83 Ghz, 2GB DDR2, 80GB HDD SATA	5				
3	DELL Studio 1558 Notebook-OCQT	Intel® Core (TM)i5-430 M (2.26Ghz, 4Threads), (2x2GB) DDR3 RAM,500GB HDD, DVD Media, Windows® 7 Home Premium, 15.6*720p WLED Display and CAM.	4				
4	Dell Latitude Laptop Computers	Intel® Core (TM)i5, 4 GB DDR3 RAM,500GB HDD,WINDO WS 7 Operating	16				

		System.					
5	Server HP pavilion DL185G5	Server HP proliant DL185G5, 20 GB RAM, 876 GB HDD, Quad core AMD Opteron processor 2356.	12				
6	Scanners	HP Scan Jet 8270 Scanners	08				
7	Network Switches	(Cisco 2960) 24 Port switch	38				
8	Network Switches	(Cisco 2960G) 8 Port switch	05				
9	Network Switches	(CISCO 2960G) 24 Port	03				
10	Network Switches	L3 Switches of (Cisco 3750G)	03				
11	KVM Switch	ATEN KVM Switch	03				
12	LCD Projector	Hitachi CPRX70 projector	03				
13	All-in-One	HP Photo smart 8500 (Wireless All- in-One Printer)	02				
14	Server	Dell Power Edge R720	12				
15	Server	IBM System X 3650 M3	3				
16	Printers	HP Office jet Pro 8600 / 8500 e-All-in- One Printer	23				
17	Printers	HP M202dw	50				
18	Printers	HP P1606dn	10				

19	Desktop Computers	Dell V 3800 (vostro)	50					
20	Desktop Computers	Dell 3020 / 3010 (optiplex)	150					
21	Desktop Computers	Dell 390MT (optiplex)	40					
		Total price (A)						

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

(B) The Computer Hardware items that were installed in the District Courts and to be brought under the comprehensive maintenance contract for the period of 01 year

S. No	Name of Hardware Items	Configuration / details of the hardware items	Approximate Numbers of Items	Rate per Hardware item	Taxes Per item	Total Amount (inclusive of all taxes and duties)
A	B	C	D	E	F	G= D X (E+F)
1	Servers	Server HP pavilion DL185G5, 20 GB RAM, 876 GB HDD, Quad core AMD Opteron processor 2356.	99			
2	Laser Jet printer	Make: HP, model: 1022	900			
3	Scanners	HP Scan Jet 8270 Scanners	43			
4	Network Switches	8 port Cisco	34			
5	Network Switches	(Cisco 2960) 24 Port	178			
6	Network Switches	(CISCO 2960G) 8 Port	22			
7	Network Switches	(CISCO 2960G) 24 Port	29			
8	Network Switches	L3 Switches of (Cisco 3750G)	1			
9	ATEN KVM Switch	ATEN KVM Switch	43			
10	LCD Display projector	Hitachi CP-RX70 Projector	43			

		Total price (B)	
--	--	------------------------	--

(B) Total price in Indian Rupees _____

C) The list of Computer Hardware items installed in the Tehsil Courts in the State of Madhya Pradesh.

S. No	Name of Hardware Items	Configuration / details of the hardware items	Approximate Numbers of Items	Rate per Hardware item	Taxes Per item	Total Amount (inclusive of all taxes and duties)
A	B	C	D	E	F	G= D X (E+F)
1	Pedestal Server 1 Processor	INFINITI GLOBAL LINE 1701 BP	172			
2	Pedestal Server 2 Processor	INFINITI GLOBAL LINE 2701 HC	26			
3	Scanners	HP SCANJET SCANNER 8270	119			
		Total price (C)				

(c) Total price in Indian Rupees _____

D) Network & System Administrator and Project coordinator.

S. No	Manpower Description	No.	Rates offered (Annually)	Taxes	Total Amount (inclusive of all taxes and duties)
A	B	C	D	E	F = D+E
1	Network cum Database Administrator (Well versed with Oracle and Mysql databases)	01			
2	Project coordinator	01			
3	Resident Engineers	07			
	Total				

(D) Total price in Indian Rupees _____

Total Bid Price (A+B+C+D) in Rs. _____

Total (A+B+C+D) in words _____

Signature of Bidder with seal _____

Name _____

Business address _____

Tel. No. & Mobile No. _____

Email: _____

Place..... and Date

Form: PQ-1

**TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT OF COMPUTER HARDWARE, LOCAL AREA
NETWORKING AND OTHER IT PERIPHERALS**

Sl. No.	Description	Indicate also page number where the sheet attached
1	Name, address & telephone number of the agency/firm	
2	Name, designation, address & telephone number of authorized person	
3	Please specify as to whether bidder is sole Proprietor/Partnership Firm/Private or Limited Company.	
4	Name, address & telephone number of Directors/Partners, Fax No., e-mail address.	
5	Copy of PAN Card issued by Income Tax Department and Copy of previous 3 Financial Year's Income Tax Return.	
6	Copy of valid GST registration details	
7	Valid ISO Certificate in the field of Computer hardware maintenance / IT services (Please attach copy) like ISO 9001: 2008 and ISO/IEC 20000-1:2011	
8	Latest GST Return (Please attach copy).	
9	Annual Turnover during last 3 years: 2015-16 _____ 2016-17 _____ 2017-18 _____ (Please attach proof in the form of Profit & Loss Account)	
10	Experience Certificates / details of 5 years in providing services in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies. and reputed private organization	
11	Details of Bid Security/Earnest Money Deposit: (Rs. 5,00,000/-) a) Amount:	

	<p>b) Demand Draft/Pay Order/Banker/Cheque No.:</p> <p>c) Date of issue:</p> <p>d) Name of issuing Bank:</p>	
12	<p>Details of Tender Fees: (Rs. 10,000/-)</p> <p>a) Amount:</p> <p>b) Date of issue:</p>	
13	<p>Furnish the list of Engineers with Educational Qualifications who are working with the tenderer / bidder (enclosed separate sheet with complete details and duration / period from which this Engineers are working)</p>	
14	<p>List of clients with name, complete address and contact person with telephone number where the company is currently maintaining or maintained more than 100 computers on LAN at single location and executed annual maintenance of more than 2000 IT equipments as per the Performa. Copies of Five such work orders and contract executed accordingly or any other documentary evidence from Govt. Departments/Public Sector Undertakings / reputed Private Organizations to be enclosed.</p>	
15	<p>Relevant certification of OEM Or partner certificate like gold partner / platinum partner etc. Including Server, Desktop, laptop, printers.</p>	

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. One Crore** 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 maintenance contract of the Computer Hardware, other IT peripherals installed in the High Court and District 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 computer hardware 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 Computer Hardware 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 2018

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 computer hardware, 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)

"Annexure-A"		
Service Resident Engineers to be deputed at High Court of Madhya Pradesh, Jabalpur and its Benches at Indore & Gwalior		
S. No.	Place of posting	Minimum number of Resident Engineers
1	High Court of M.P., Jabalpur	3
2	High Court of M.P., Bench at Indore	2
3	High Court of M.P., Bench at Gwalior	2

Note: *This is the minimum number of Service Resident Engineers required at High Court and District Courts. The successful bidder may increase the number of Engineers in order to meet out the Service Level Agreement of the contract.*

List of locations / sites	
1	2
AMC of Computer Hardware.	Locations
	1 <u>High Court of Madhya Pradesh, Jabalpur</u>
	2 <u>High Court of Madhya Pradesh, Bench at Indore.</u>
	3 <u>High Court of Madhya Pradesh, Bench at Gwalior.</u>
	4 <u>Madhya Pradesh State Judicial Academy, Jabalpur.</u>
	S.No. 50 District Courts List as under:-
	1 District Court Complex, Jabalpur
	2 District Court Complex, Indore
	3 District Court Complex, Bhopal
	4 District Court Complex, Gwalior
	5 District Court Complex, Alirajpur
	6 District Court Complex, Anuppur
	7 District Court Complex, Ashoknagar
	8 District Court Complex, Balaghat
	9 District Court Complex, Barwani
	10 District Court Complex, Betul
	11 District Court Complex, Bhind
	12 District Court Complex, Burhanpur
	13 District Court Complex, Chattarpur
	14 District Court Complex, Chhindwara
	15 District Court Complex, Damoh
	16 District Court Complex, Datia
	17 District Court Complex, Dewas
	18 District Court Complex, Dhar
	19 District Court Complex, Dindori
	20 District Court Complex, Khandwa
	21 District Court Complex, Guna
	22 District Court Complex, Harda
	23 District Court Complex, Hosangabad
	24 District Court Complex, Jhabua
	25 District Court Complex, Katni
	26 District Court Complex, Mandla
	27 District Court Complex, Mandsaur

	28	District Court Complex, Morena
	29	District Court Complex, Narsinghpur
	30	District Court Complex, Nemuch
	31	District Court Complex, Panna
	32	District Court Complex, Raisen
	33	District Court Complex, Rajgarh
	34	District Court Complex, Ratlam
	35	District Court Complex, Rewa
	36	District Court Complex, Sagar
	37	District Court Complex, Satna
	38	District Court Complex, Sehore
	39	District Court Complex, Seoni
	40	District Court Complex, Shahdol
	41	District Court Complex, Sajapur
	42	District Court Complex, Sheopur
	43	District Court Complex, Shivpuri
	44	District Court Complex, Sidhi
	45	District Court Complex, Singrauli
	46	District Court Complex, Tikamgarh
	47	District Court Complex, Ujjain
	48	District Court Complex, Umaria
	49	District Court Complex, Vidisha
	50	District Court Complex, Mandleshwar
	S.no.	<u>150 Tehsil Court List as under:-</u>
	1	Civil Court Jobat, District Alirajpur
	2	Civil Court Kotma, District Anuppur
	3	Civil Court Rajendragram, District Anuppur
	4	Civil Court Mungaoli, District Ashoknagar
	5	Civil Court Chanderi, District Ashoknagar
	6	Civil Court Baihar, District Balaghat
	7	Civil Court Complex Katangi, District Balaghat
	8	Civil Court Waraseoni, District Balaghat
	9	Civil Court Anjad, District Barwani
	10	Civil Court Khetiya, District Barwani
	11	Civil Court Rajpur, District Barwani
	12	Civil Court Sendhwa, District Barwani
	13	Civil Court Bhainsdehi, District Betul
	14	Civil Court Multai, District Betul
	15	Civil Court Aamla, District Betul

16	Civil Court Lahar, District Bhind
17	Civil Court Mehgaon, District Bhind
18	Civil Court Gohad, District Bhind
19	Civil Court Barasia, District Bhopal
20	Civil court Bijawar, District Chhatarpur
21	Civil Court Laundi, District Chhatarpur
22	Civil Court Rajnagar, District Chhatarpur
23	Civil Court Bada Malehra, District Chhatarpur
24	Civil court Nowgaon, District Chhatarpur
25	Civil Court Parasiya, District Chhindwara
26	Civil Court Sausar, District Chhindwara
27	Civil Court Amarwara, District Chhindwara
28	Civil Court Chorai, District Chhindwara
29	Civil Court Junnardeo, District Chhindwara
30	Civil Court Pandurna, District Chhindwara
31	Civil Court Hatta, District Damoh
32	Civil Court Pathariya, District Damoh
33	Civil Court Bhandar, District Datia
34	Civil Court Seodha, District Datia
35	Civil Court Bagli, District Dewas
36	Civil Court Kannod, District Dewas
37	Civil Court Khategaon, District Dewas
38	Civil Court Sonkatch, District Dewas
39	Civil Court Tonkhurd, District Dewas
40	Civil Court Badnawar, District Dhar
41	Civil Court Dharampuri, District Dhar
42	Civil Court Kukshi, District Dhar
43	Civil Court Manawar, District Dhar
44	Civil Court Sardarpur, District Dhar
45	Civil Court Aaron, District Guna
46	Civil Court Chachoda, District Guna
47	Civil Court Raghogarh, District Guna
48	Civil Court Khumbraj, District Guna
49	Civil Court Bhitwar, District Gwalior
50	Civil Court Dabra, District Gwalior
51	Civil Court Itarsi, District Hoshangabad
52	Civil Court Pachmarhi, District Hoshangabad
53	Civil Court Pipariya, District Hoshangabad
54	Civil Court Seoni Malwa, District Hoshangabad

55	Civil Court Sohagpur, District Hoshangabad
56	Civil Court Depalpur, District Indore
57	Civil Court Hatod, District Indore
58	Civil Court Mhow, District Indore
59	Civil Court Sanwer, District Indore
60	Civil Court Patan, District Jabalpur
61	Civil Court Sihora, District Jabalpur
62	Civil Court Petlawad, District Jhabua
63	Civil Court Thandla, District Jhabua
64	Civil Court Vijayraghvarh, District Katni
65	Civil Court Harsud, District Khandwa
66	Civil Court Khargone, District Mandleshwar
67	Civil Court Sanawad, District Mandleshwar
68	Civil Court Barwaha, District Mandleshwar
69	Civil Court Bhikangaon, District Mandleshwar
70	Civil Court Kasrawad, District Mandleshwar
71	Civil Court Maheshwar, District Mandleshwar
72	Civil Court Nainpur, District Mandla
73	Civil Court Niwas, District Mandla
74	Civil Court Bhanpura, District Mandsaur
75	Civil Court Garoth, District Mandsaur
76	Civil Court Narayangarh, District Mandsaur
77	Civil Court Sitamau, District Mandsaur
78	Civil court Ambah, District Morena
79	Civil Court Jora, District Morena
80	Civil Court Sabalgarh, District Morena
81	Civil Court Gadarwara, District Narsingpur
82	Civil Court Complex Jawad, District Neemuch
83	Civil Court Complex Manasa, District Neemuch
84	Civil Court Ajaygarh, District Panna
85	Civil Court Pawai, District Panna
86	Civil Court Bareli, District Raisen
87	Civil Court Begumganj, District Raisen
88	Civil Court Gairatganj, District Raisen
89	Civil Court Goharganj, District Raisen
90	Civil Court Silwani, District Raisen
91	Civil Court Udaipura, District Raisen
92	Civil Court Biaora, District Rajgarh

93	Civil Court Khilchipur, District Rajgarh
94	Civil Court Narsingharh, District Rajgarh
95	Civil Court Zirapur, District Rajgarh
96	Civil Court Alote, District Ratlam
97	Civil Court Jaora, District Ratlam
98	Civil Court Sailana, District Ratlam
99	Civil Court Mauganj, District Rewa
100	Civil Court Sirmour, District Rewa
101	Civil Court Teonthar, District Rewa
102	Civil Court Hanumana, District Rewa
103	Civil Court Banda, District Sagar
104	Civil Court Bina, District Sagar
105	Civil Court Deori, District Sagar
106	Civil Court Khurai, District Sagar
107	Civil Court Rehli, District Sagar
108	Civil Court Garacota, District Sagar
109	Civil Court Amarpatan, District Satna
110	Civil Court Maihar, District Satna
111	Civil Court Nagod, District Satna
112	Civil Court Rampur Baghela, District Satna
113	Civil Court Chitrakoot, District Satna
114	Civil Court Unchehra, District Satna
115	Civil Court Ashta, District Sehore
116	Civil Court Budhni, District Sehore
117	Civil Court Nasrullaganj, District Sehore
118	Civil Court Ichhawar, District Sehore
119	Civil Court Lakhnadon, District Seoni
120	Civil Court Beohari Beohari, District Shahdol
121	Civil Court Burhar, District Shahdol
122	Civil Court Jaisinghnagar, District Shahdol
123	Civil Court Agar, District Shajapur
124	Civil Court Nalkheda, District Shajapur
125	Civil Court Sarangpur, District Rajgarh
126	Civil Court Shujalpur, District Shajapur
127	Civil Court Susner, District Shajapur
128	Civil Court Vijaypur, District Sheopur
129	Civil Court Karera, District Shivpuri
130	Civil Court Khaniadhana, District Shivpuri
131	Civil Court Kolaras, District Shivpuri

	132	Civil Court Pichhore, District Shivpuri
	133	Civil Court Pohari, District Shivpuri
	134	Civil Court Churhat, District Sidhi
	135	Civil Court Deosar, District Singrouli
	136	Civil Court Rampur Naikin, District Sidhi
	137	Civil Court Majhouli, District Sidhi
	138	Civil Court Jatara, District Tikamgarh
	139	Civil Court Niwari, District Tikamgarh
	140	Civil Court Orchha, District Tikamgarh
	141	Civil Court Badnagar, District Ujjain
	142	Civil Court Khachrod, District Ujjain
	143	Civil Court Mahidpur, District Ujjain
	144	Civil Court Nagda, District Ujjain
	145	Civil Court Tarana, District Ujjain
	146	Civil Court Birsinghpur Pali, District Umaria
	147	Civil Court Basoda, District Vidisha
	148	Civil Court Kurwai, District Vidisha
	149	Civil Court Lateri, District Vidisha
	150	Civil Court Sironj, District Vidisha