

HIGH COURT OF MADHYA PRADESH, JABALPUR

Ref No. Reg(IT)(SA)/2020/1072

Dated: 21-08-2020



**Bid Document for
Comprehensive Annual Maintenance Contract of SAN Storage
Devices and Servers of Make: Dell installed at the High Court of
Madhya Pradesh, Jabalpur**

Note:- This document contains total 34 pages including cover. No change and modification in the document by the bidder is permissible.

Seal and Signature of the Bidder

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SECTION – I
SHORT NOTICE E-TENDER

Ref No. Reg(IT)(SA)/2020/1072

Dated: 21-08-2020

Sealed tenders are invited for the Comprehensive Annual Maintenance Contract of SAN Storage Devices and Servers of Make: Dell installed at the High Court of Madhya Pradesh, Jabalpur 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 (in Rs.)	EMD (in Rs.)	Online Fees of Tender Document (in Rs.)	Last Date / Time of online tender Submission	Last Date/ Time of tender submission in hardcopy (optional)	Date and Time of Opening of Technical Bid (online/ hardcopy)	Duration of maintenance contract
1.	25 Lakh	50,000/-	5,000/-	08th September, 2020 before 06:00 P.M.	09 th September, 2020 before 05:00 P.M.	10 th September, 2020 at 11:00 A.M.	01 years from the date of contract / agreement

- I. Tender documents may be viewed or purchased online by interested and eligible bidders from the website www.mptenders.gov.in after paying Tender fee of Rs.5,000/- and Processing Fee, as applicable . The tender document is also available in website <http://www.mphc.gov.in> for reference.
- II. Bidders can submit its tender online at www.mptenders.gov.in on or before the key dates given above. The physical copy of the technical bid also be submitted at the address below latest by **09th September, 2020 before 5:00 P.M.**
- III. All further notifications/amendments, if any shall be posted on www.mptenders.gov.in and www.mphc.gov.in only. No separate communication shall be made with individual Bidders.
- IV. **The financial bids are to be submitted only online and no hard copy of financial sheet 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:- regithcjbpm@mp.gov.in , mphc@nic.in,

Landline: 0761-2623358

1. Terms and Conditions for e-Tendering:-

- I. For participation in e-tendering module, it is mandatory for prospective bidders to get registration on website **www.mptenders.gov.in**. Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
- II. Tender documents can be purchased *only online* on payment of tender fees and downloaded from website **www.mptenders.gov.in** by making online payment for the tender document fee.
- III. Service and gateway charges shall be borne by the bidders.
- IV. 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.
- V. For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website www.mptenders.gov.in . Please note that it may take upto 7 to 10 working days for issue of Digital Signature Certificate. Department will not be responsible for delay in issue of Digital Signature Certificate.
- VI. 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.
- VII. Bidders are requested to visit our e-tendering website regularly for any clarification and / or due date extension.
- VIII. Bidder must positively complete online e-tendering procedure at **www.mptenders.gov.in**
- IX. Department shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever.
- X. **For any type of clarification bidders can / visit www.mptenders.gov.in. For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001 002 ; 0120-4200 462 ; 0120-4001 005 ; 0120-6277 787 ; Technical - support-eproc@nic.in. Support timings: Monday to Saturday from 10:00 AM to 7:00 PM.**
- XI. Interested bidders may attend the free training programme in Bhopal at their own cost. For further query please contact help desk.
- XII. 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.
- XIII. **The firms registered under NSIC and MSME are exempted for submission of tender fees only. But they have to enclose duly verified valid documents in the support of the bid and to submit the EMD as per the tender document.**

Section – II

2. INSTRUCTIONS TO BIDDERS:-

2.1 DEFINITIONS:-

- a) **“The Employer”** or **“The Purchaser”** means the "Registrar General, High Court of Madhya Pradesh, Jabalpur".
- b) **“The Bidder”** means a firm which participates in the tender and submits its proposal.
- c) **“Successful Bidder”** means the Bidder, who, after the complete evaluation process, gets the Letter of Award. The Successful Bidder shall be deemed as **“Contractor”** appearing anywhere in the document.
- d) **“The Letter of Award”** means the issue of a signed letter by the 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) **“Site Acceptance Test (SAT)”** is a process of testing the contracted services provided by the Bidder at the locations specified by the Registrar General, High Court of Madhya Pradesh. SAT comprises of Product Acceptance Tests with respect to Technical Specifications and Bill of Materials as specified in this tender, checking the installation, commissioning and integration of sub-components and integration with High Court software and acceptance of the Training at the site.
- i) **“Services”** means System Integration, comprehensive maintenance services to the Computer hardware items and

other IT peripherals installed at the High Court of Madhya Pradesh.

- j) “**NIT**” is the Notice Inviting Tender. It is essentially the Press Notification of the Tender.
- k) “**OEM**” - means Original Equipment Manufacturer and/or Original Software Developer.

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- SHORT NOTICE E-TENDER AND TERMS AND CONDITIONS FOR E-TENDERING.**
- ii. **SECTION II- INSTRUCTIONS TO BIDDERS.**
- iii. **SECTION III- GENERAL CONDITIONS OF THE CONTRACT (GCC).**
- iv. **SECTION IV- SPECIAL CONDITIONS OF THE CONTRACT (SCC).**
- v. **SECTION V- SCOPE OF WORK.**
- vi. **SECTION VI- DUTIES & RESPONSIBLTIES.**
- vii. **SECTION VII- FORMATS TO BE USED FOR SUBMISSION OF PROPOSAL.**
- 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 only **online** application fee of Rs.5,000/- (Rs. Ten Thousand only) and Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifth Thousand) in the form of online mode through e-procurement tender portal www.mptenders.gov.in in favour of "**Registrar General, High Court of Madhya Pradesh, Jabalpur**" valid for the period of 6 months. 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. 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 copy of online Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand only) valid for the period of six months. The envelope should be super scribed as “Envelope-1: EMD” at the top left corner of the envelope.**

(b) **Envelope-2: Pre-qualification Proposal and Technical Proposal super scribed as “Envelope 2 – Pre-qualification and Technical Proposal” (Containing duly signed PRE-QUALIFICATION PROPOSAL SUBMISSION FORM as prescribed, 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.**

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 SAN Storage Devices and Servers of Make: Dell installed at the High Court of Madhya Pradesh, Jabalpur.** Bid from: M/s -----” **“NOT TO BE OPENED BEFORE 10th September, 2020 at 11:00 A.M”**, 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. 2020 should be at least **Rs. Fifty Lakh in the field of annual maintenance of the Computer Hardware items like High End Computer devices, Servers and other IT equipments.**

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

- 2.15.2 Experience in comprehensive annual maintenance of Computer Hardware like Servers, high end desktop computers, high end computing devices, storage area network (SAN) and Network storage area (NAS) 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, high end desktop

computers, high end computing devices, storage area network (SAN) and Network storage area (NAS).

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 items like Servers, high end desktop computers, high end computing devices, storage area network (SAN) and Network storage area (NAS) 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 i.e. Maintenance of Computer Hardware items.

2.16.3 The Tenderer must have an average annual turnover of Rs. Fifty Lakh 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. Income Tax PAN No., GST Registration and latest GST Return.
2. Income Tax Return for the last three financial years.
3. 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.
4. 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 online submission of tender	08 th September, 2020 before 06:00 P.M.
02	Last date and time of submission of hardcopy of tender (optional)	09 th September, 2020 before 05:00 P.M. (The submission of hardcopy of the tender document is made

		optional on account of COVID-19).
03	Date and time of opening of the technical Bids	10 th September, 2020 at 11:00 A.M.
04	Date and time of opening of the financial Bids at High Court of Madhya Pradesh, Jabalpur	Date and time of opening of financial bids will be intimated to qualified bidders via e-mail / letter / telephone.

2.18 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**. The interested bidder are advised to submit separate sealed envelopes as mentioned above under clause 2.10.3

Online Financial proposal of only qualified bidders will be opened for further evaluation.

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.

SECTION – III

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

3.1 GENERAL:-

The **comprehensive maintenance services** of the Servers and storage area network 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.

3.4 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. **The AMC contract can be extended for one more year on same terms and conditions of the tender document, subject to satisfactory performance of vendor.**

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.

3.5.3 *The annual maintenance contract shall be period of one year and which may be extended subject to satisfactory performance of the vendor.*

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.

3.9 FORCE MAJEURE:-

- 3.9.1 Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, Acts of God or any governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.
- 3.9.2 If a Force Majeure arises, the Bidder shall promptly notify the Registrar General, High Court of Madhya Pradesh in writing of such condition and the cause thereof. Unless otherwise directed by the Registrar General, High Court of Madhya Pradesh the Bidder shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

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 servers and 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, 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 (Servers and SAN) 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 Servers and SAN 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 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.
- 4.4.6 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 / performance bank guarantee 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 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 computer hardware 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 the officer nominated by the Registrar General.
- 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:-

- 5.1.1 The place of performance will be the High Court of Madhya Pradesh, **Jabalpur**.
- 5.1.2 It will be duty of the Contractor to have the credentials of the Service Engineers **verified and certified**.
- 5.1.3 It must be noted that number of Computer Hardware items (Servers and SAN) along with 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.** Any other work of similar nature may be assigned by the Registrar General, High Court of Madhya Pradesh, Jabalpur.
- 5.1.4 Attending to complaints raised by various sections / individuals / user of the High Court of Madhya Pradesh on daily basis.
- 5.1.5 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.
- 5.1.6 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.
- 5.1.7 Maintaining daily log file of all the complaints and its solution.

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.

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	(i) Within 24	Calculation of	(i) For High Severity

Resolve the problem (MTTR)	<p>Hours from the call logging time – for all High Severity events</p> <p>(ii) Within 48 hours from the call logging time for all Low severity events</p>	<p>fault duration per instance based on Fault Docket</p>	<p>events, Rs. 5000/-.</p> <p>(ii) For Low Severity events, Rs. 2000/- Delay will be counted in steps of one hour.</p>
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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 Servers and SAN storage.
- 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.
- 6.9 Identification of problem and root cause analysis.
- 6.10 The contractor must provide and install its own web based complaint handling system for lodging and maintaining of computer hardware of the High Court
- 6.11 All other duties and responsibility as assigned by the High Court on time to time basis to the contractor.

Section – VII
Price Bid

Detail Break up of Cost*

Name of the Bidder:

Description of items:-

S.No.	Product Name	Model No.	Service Tag
1.	Dell-Chassis management controller	PowerEdgeM1000e	H2HPG52
2.	Slot-01 Dell blade server	PowerEdgeM630	64HPG52
3.	Slot-02 Dell blade server	PowerEdgeM630	C4HPG52
4.	Slot-03 Dell blade server	PowerEdgeM630	74HPG52
5.	Slot-04 Dell blade server	PowerEdgeM630	84HPG52
6.	Slot-05 Dell blade server	PowerEdgeM630	JHDPG52
7.	Slot-06 Dell blade server	PowerEdgeM630	3KDPG52
8.	Slot-07 Dell blade server	PowerEdgeM630	54HPG52
9.	Dell Storage Controller-1	CT-SC8000	8S6PG52
10.	Dell Storage Controller-2	CT-SC8000	256PG52
11.	Enclosure - 1	EN-SC220	3P6PG52
12.	Enclosure - 2	EN-SC220	1BMZSF2
13.	Enclosure - 3	EN-SC220	1BM4TF2

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	Details of the Hardware	Approximate Numbers of Items	Rate per item in Rs.	Taxes per item in Rs.	Total rate per Hardware item (inclusive of all taxes and duties) in Rs.
A	B	C	D	E	F	G= E+F
1	Dell-Chassis management controller	PowerEdgeM1000e	1			
2	Slot-01 Dell blade server	PowerEdgeM630	1			
3	Slot-02 Dell blade server	PowerEdgeM630	1			
4	Slot-03 Dell blade server	PowerEdgeM630	1			
5	Slot-04 Dell blade server	PowerEdgeM630	1			
6	Slot-05 Dell blade server	PowerEdgeM630	1			
7	Slot-06 Dell blade server	PowerEdgeM630	1			
8	Slot-07 Dell blade server	PowerEdgeM630	1			

Seal and Signature of the Bidder

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9	Dell Storage Controller-1	CT-SC8000	1			
10	Dell Storage Controller-2	CT-SC8000	1			
11	Enclosure - 1	EN-SC220	1			
12	Enclosure - 2	EN-SC220	1			
13	Enclosure - 3	EN-SC220	1			
		Total price				

Signature of Bidder with seal _____

Name _____

Business address _____

Tel. No. & Mobile No. _____

Email: _____

Place..... and Date

Form: PQ-1

Sl. No.	Description	Indicate <u>page number</u> 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 (2017-2018, 2018-2019 and 2019-2020) .	
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.	Copy of latest GST Return (Please attach copy).	
9.	Annual Turnover during last 3 years: 2017-18 _____ 2018-19 _____ 2019-20 _____	
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: a) Amount: b) Date of issue: c) Reference No.	
12.	Online Tender Fees details: Reference No. Date:	
15	Relevant certification of OEM OR partner certificate like gold partner / platinum partner/ Silver Partner or better.	

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. Fifty Lakh** during the last three financial years.

Sl. No.	Firm / Bidder	Year 2017-2018	Year 2018-2019	Year 2019-2020
		Amount in Rs.	Amount in Rs.	Amount in Rs.
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 Servers and SAN storage devices.

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
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 2020

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 servers, SAN 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)