

HIGH COURT OF MADHYA PRADESH : JABALPUR

NOTICE INVITING TENDERS

Tender are invited from experienced and reputed firms/ organizations/ Original Equipments Manufacturer (OEM) for the supply 03 number of 8 port KVM switch, 06 licenses of Hypervisor (VMware **OR** equivalent) software and 01 license of Windows Server 2019 under the specifications, terms and conditions mentioned in the bid document. The sealed tender complete in all respect addressed to “**Registrar General, High Court of Madhya Pradesh, Jabalpur**” must be submitted before **03:00 P.M. on 01st July, 2021.** The **technical and financial** bids of the tender shall be opened on **01st July, 2021 at 03:30 P.M.** The detailed tender document is available in the official website of the High Court of Madhya Pradesh **www.mphc.gov.in**.

Sd/-

PRINCIPAL REGISTRAR (VIG.)

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**TENDER DOCUMENT FOR THE PURCHASE OF 03 NUMBER OF
8 PORT KVM SWITCH, 06 LICENSES OF HYPERVISOR (VM-
WARE OR EQUIVALENT) SOFTWARE AND 01 LICENSE OF
WINDOWS SERVER 2019**

No: Reg (IT)(SA)/2021/786

Date:- 05-06-2021

INVITATION OF THE BID

SCOPE OF THE WORK:-

The Registrar General, on behalf of High Court of Madhya Pradesh, Jabalpur invites bids for the purchase of 03 number of 8 port KVM switch, 06 licenses of Hypervisor (VMware OR equivalent) software and 01 license of Windows Server 2019 as per the specifications at **Chapter-4** from the reputed manufactures (OEM) or their authorized dealers or service providers.

DETAILS OF THE BID:-

S. No.	EMD (in Rs.)	Last Date / Time of tender Submission	Date and Time of Opening of Technical and Financial Bids	Time for Completion of the work / project
1.	25,000/-	01 st July, 2021 before 03:00 P.M	01 st July, 2021 at 03:30 P.M.	Four weeks

- 1. All further notifications/amendments, if any shall be posted on www.mphc.gov.in only. No separate communication shall be made with individual Bidders.*
- 2. All other terms and conditions for submission of tender are contained in this document. If the date of submission/opening of the Bid is declared as holiday then the bids shall be submitted / opened on next working day.*
- 3. **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 & copy to:- mphc@nic.in

Landline: 0761-2623358

Note:-

- a. Offers received by Fax/Telex/email will be rejected.*
- b. Incomplete offers are liable to be rejected.*
- c. The High Court of M.P., Jabalpur will have full right to accept or reject any or all bids in part or full, at its absolute discretion without assigning any reason, whatsoever or any notice.*

CHAPTER-1

Instructions to Bidders

1. The tender document will form an integral part of the Contract for the supply of 03 number of 8 port KVM switch, 06 licenses of Hypervisor (VMware OR equivalent) software and 01 license of Windows Server 2019.
2. The tender document is to be directly downloaded from the website www.mphc.gov.in. No editing, addition/deletion of the matter is permitted, if such action is observed at any stage, such tenders are liable for outright rejection and **suitable legal action will be taken against the bidder.**
3. Only enclosed formats as provided in original should be used. **All sheets need to be submitted after affixing seal of the Company and signature of the authorized signatory.** Additional sheets, duly authenticated, may be attached to elucidated specifications or clarify the specific issues.
4. The prescribed tender document consisting of (i) Technical Bid (ii) Financial Bid along with EMD in a single envelope superscribing ***"Bid for supply of 03 number of 8 port KVM switch, 06 licenses of Hypervisor (VMware or equivalent) software and 01 license of Windows server 2019"*** and to be submitted to the **Receipt Section/ Inward Section of the High Court** of Madhya Pradesh, Jabalpur before due date and time.
5. Tender document should be signed and stamped by the bidder on each page accepting the terms and conditions of the tender.
6. **EARNEST MONEY DEPOSIT (EMD):-**
 - 6.1 The sealed bid should be accompanied with a refundable EMD of Rs.25,000/- (Rupees Twenty Five Thousand only) in the form of DD / Bank Guarantee / FDR drawn favoring **"Registrar General, High Court of Madhya Pradesh, Jabalpur"** on any nationalized / scheduled bank payable at Jabalpur, without which the Bid will not be considered. The EMD will not carry any interest and it will be refunded to the unsuccessful bidders soon after the finalization of the tender.

7. The High Court of M.P. reserves the right to forfeit the EMD amount on non-acceptance/non-compliance of offer in full or part or if it is found that tenderer has misrepresented in any way.
8. Items/articles can be supplied by the manufacturer directly **OR** through their authorized resellers / partners /dealers.
9. The bidder shall quote the prices of items including all taxes, levies or other transportation charges. No price revision/alternative will be allowed after the receipt of the Bid.
10. Any conditions/terms given in the bid by bidder shall not be binding on the High Court of M.P., Jabalpur. All the terms and conditions for the supply, delivery, payment, warranty, penalty, etc. will be as given herein and no change in any term or condition by the vendors will be acceptable.
11. Canvassing in any form will be viewed seriously and if any Tenderer is found to be resorting to such practice, the Tender of such firm will be rejected.
12. ***The cost quoted should include the cost of software (if any) media, installation etc. at on site.***
13. Against bidders compliance column in technical specifications, only **YES/NO**, as the case may be, should be mentioned.
14. All columns of this bid should be filled. Any additional information should be enclosed separately and referred to in the relevant column of the bid form. **All relevant product literature / catalogues is to be enclosed along with the bid.**
15. Alterations, if any, in the tender document should be attested properly duly signed by the authorized signatory after affixing seal by the vendor, failing which the tender may be rejected.
16. The Bid shall be valid for a period of **180 days** from the date Bid opening.
17. **The firms registered under NSIC and MSME are also required to submit valid EMD as per the tender requirement.**

CHAPTER-2

CONDITION OF CONTRACT

1. Tenderer should have at least three years of experience in the sales, service and support of computer hardware / software. Performance statement as per annexure to be filled up and documentary proof of the same is to be attached / enclosed.
2. **Tenderer should have average turnover of minimum Rupees Ten Lakh during last three financial years in the sales, service and support of computer hardware / software.**
3. The items/ articles as per the specifications needs to be delivered and installed at **High Court of Madhya Pradesh, Jabalpur.**
4. To assist the examination, evaluation and comparison of bids the Registrar General, High Court of Madhya Pradesh, Jabalpur at its discretion ask the bidder for clarification of its bid including price. Any of the vendors may be called for negotiations at the discretion of the Registrar General.
5. Tenderer should enclose the copies of valid **GST Registration and latest copy of GST return, PAN No. and other relevant documents.**
6. The items / article should be of reputed make and should conform to the standard (s) as mentioned in **Chapter-4.** Documentary proof of the same should be attached along with the tender document.
7. Delivery and installation period: **Maximum four weeks** from the date of receiving the **Purchase Order.** The installation report should be signed by the Engineer of the Firm jointly with authorized technical staff of the High Court.
8. Successful Tenderer will have to furnish the Contract Form and unconditional Bank Guarantee valid for the period of two years to the High Court of M.P., Jabalpur within 15 working days from the date of issue of Purchase Order, failing which the purchase order shall stand cancelled and EMD shall be forfeited.
9. Successful Tenderer will have to adhere to the **delivery schedule strictly.** The Registrar General, High Court of M.P.,

Jabalpur reserves the right to cancel the purchase order and forfeit the EMD, if purchase order is not executed within the stipulated time and to place the order with the next successive bidder.

10. **Payment terms: 70%** on successful delivery and **30%** on successful installation of the machine at High Court of Madhya Pradesh, Jabalpur.
11. The supplier's request for payment shall be made in writing accompanied by relevant document such as proper invoice, delivery challans and successful installation reports duly signed by authorized official.

12. Warranty:-

- (a) The supplied items to be under **Two years free onsite comprehensive warranty support service** from the date of installation or 24 months free warranty support service from the date of installation of the items/ articles at site, whichever is earlier, as and when necessary.
 - (b) Warranty period begins from the date of satisfactory installation and commissioning of items / articles.
 - (c) **If items / articles remains down beyond 48 hours, penalty @ of Rs. 500/- (Rupees Five Hundred only) per day per instance shall be imposed on the vendor.**
 - (d) On completion of the warranty period, the security Deposit / performance Bank Guarantee without any interest accrued shall be released after satisfying that proper free warranty support has been provided during warranty period of 02 years for the supplied items / articles. If considered necessary, suitable amount of penalty shall be recovered from the vendor out of their due payments or from their Security Deposit / performance Bank Guarantee or by raising claims, while releasing the Security Deposit / performance Bank Guarantee.
13. **Security Deposit (SD) / Performance Bank Guarantee (PBG):** SD / PBG will be 10% of the **purchase order value**.
The security deposit to be in the form of unconditional Bank

Guarantee / FDR of Nationalized Bank/Scheduled Bank for the period of comprehensive warranty.

14. The High Court of M.P., Jabalpur reserves the Right to accept or reject any offers without assigning any reason thereof, and to amend the terms and conditions before award of the contract.
15. The vendor has to provide training on operation of supplied items / articles to the end-users of the High Court.
16. Any disputes arising out of this tender shall be under the **Jurisdiction of Court of Jabalpur only.**

17. **FORCE MAJEURE:-**

17.1 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.

17.2 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.

18. **TERMINATION:-**

18.1 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.

- 18.2 Termination on account of Force Majeure: Either party shall have the right to terminate the Contract on account of Force Majeure.
- 18.3 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.
- 18.4 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 Purchaser's notice intimating such breach. Upon termination, the Successful Bidder shall surrender all the data and materials belonging to the Purchaser.
- 18.5 Termination for delay: Successful Bidder shall be required to perform all activities/services as per 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, as per conditions of the tender.
- 18.6 The Registrar General, High Court of Madhya Pradesh may at any time terminate the Contract by giving 30 days notice without assigning any reason.
- 18.7 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.

- 18.8 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.

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

20. 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 Court at Jabalpur.

CHAPTER-3

Performance Statement

Performa for performance statement for period of last three years.

Sl. No.	Name of the client/ organization	Purchase Order (P.O) No. & Date of issue of P.O.	Project Value	Brief Scope of Work	Whether the copies of the purchase orders / contracts from the client as required, is attached?	
					Yes/No	Pg. No. on the Proposal
1.						
2.						
3.						
4.						
5.						

Yours Sincerely,

(Signature of Authorized Signatory)

Name and Designation of the Authorized Signatory:

Name and address of the Bidder Company:

Seal:

Note:-Please clearly indicate the page numbers with documents.

CHAPTER-4

Technical Bid

Supply of 03 number of 8 Port KVM switch, 06 licenses of Hypervisor (VMware OR equivalent) software and 01 license of Windows Server 2019 should be quoted with:-

- (i) Two years comprehensive Onsite Warranty.
- (ii) All the necessary and required cables and accessories.

SPECIFICATION-“A”

KVM SWITCH

S. No.	Specifications/ Particulars	Technical complied (YES / NO) to be filled by bidder
1.	Computer Connections be able to connect minimum 8 computers (Direct)	
2.	Port Selection OSD, Hotkeys, Push buttons	
3.	Connectors on switch To connect 8 computers to their VGA port for display and USB port for connecting Keyboard, mouse and monitor with LCD KVM Switch	
4.	Video 1280×1024 @ 60 Hz or higher resolution	
5.	Switching Controls Keyboard Hot Keys or Port Select Push Button	
6.	Auto-Scan Required	
7.	Should be compatible with Rack Mount 19”	
8.	Rack mounting kit must be included in the proposal.	
9.	Cables All required cables to connect up 8 servers must be included in the offer with following Connector type: TO PC/Source Interface : HDB-15 (VGA) Male and USB A Type Male Cable Length: 3 meter min.	

SPECIFICATION-“B”

Hypervisor (VMware OR equivalent) software

S.No.	Virtualization (Hypervisor) Specifications / Particulars	Technical complied (YES / NO) to be filled by bidder
1.	The solution should provide a Virtualization layer that sits directly on the bare metal server hardware with no dependence on a general purpose OS for greater reliability and security and positioned as Leaders in the Gartner's Magic Quadrant or Forrester for last 2 published report.	
2.	Virtualization solution should have heterogeneous support for guest Operating systems like Windows client, Windows Server, Linux (at least Red Hat, SUSE, Linux Ubuntu and CentOS)	
3.	The solution should provide the cross-cloud Cold and Hot Migration to further enhance the ease of management across and enabling a seamless and non-disruptive hybrid cloud experience for customers.	

4.	The solution should have the provision to provide zero downtime, zero data loss and continuous availability for the applications running in virtual machines in the event of physical host failure, without the cost and complexity of traditional hardware or software clustering solutions.	
5.	The The solution should provide in-built Replication capability which will enable efficient array-agnostic replication of virtual machine data over the LAN or WAN with RPOs as low as 5 minutes.	
6.	The solution should provide capabilities of Hot Add (CPU, Memory & devices) to virtual machines when needed, without disruption or downtime in working for both windows and Linux based VMs	
7.	Virtualization manager should be highly available with out of box HA without any dependency on external shared storage or load balancer.	
8.	Hypervisor should have capability similar of Virtual Volumes which enables abstraction for external storage (SAN and NAS) devices making them Virtualization aware.	
9.	The solution should provide proactive High availability capability that utilizes server health information and migrates VMs from degraded hosts before problem occurs	
10.	Virtualization software should provide VM-level encryption protects unauthorized data access both at-rest and in-motion	
11.	The solution should have single reboot to dramatically reduce the upgrade times by skipping a host reset and also help to reduce patching and upgrade times by rebooting the hypervisor without rebooting the physical host, skipping time-consuming hardware initialization	
12.	The solution should provide distributed switch and in-built enhanced host-level packet capture tool which will provide functionalities like SPAN, RSPAN, ERSPAN and will capture traffic at uplink, virtual switch port and virtual NIC level. It should also be able to capture dropped packets and trace the path of a packet with time stamp details	
13.	The solution should be able to create a cluster out of multiple storage data stores and automate load balancing by using storage characteristics to determine the best place for a virtual machine's data to reside, both when it is created and when it is used over time.	
14.	The solution should provide solution to automate and simplify the task of managing hypervisor installation, configuration and upgrade on multiple physical servers.	
15.	OEM should provide direct support as per the requirement of the High Court.	
16.	Perpetual license with two years support.	

SPECIFICATION-“C”
Server Windows OS Software

S. No.	Specification/ Particulars	Technical complied (YES / NO) to be filled by bidder
1.	Windows server 2019 Standard perpetual license (For 2 socket, 24 Core (2x12 server))	

Note:-

1. All the specifications to be read as equivalent or better.
2. The vendor should provide two years onsite support comprehensive and warranty for the quoted product/items. Any upgrades and updates available during the 02 years shall be made available at no extra cost to the said product.
3. **The software to be supplied with perpetual licenses.**

**STATEMENT OF DEVIATIONS FROM TECHNICAL
SPECIFICATIONS**

(Please submit separate sheet for each annexure)

Equipment/ Items/ Articles offered: _____

Model: _____

Line item	Description of item specification where deviating	Deviation in the offer	Brief reason for the deviation

Note:- Deviations on the lower side of technical specs will not be accepted.

Signature of the Bidder
Name
Date
Place

Company Seal

Annexure - I

Techno-Commercial Bid

S. No.	Description	Indicate also page number where 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 Tenderer 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 i.e. 2017-18, 2018-19 and 2019-20.	
6.	GST registration and latest return (please enclose copy).	
7.	Experience details of 3 years in providing services in Central Government/State Government/ Public Sector Undertakings/ Autonomous Bodies/ reputed private sector.	
8.	Tenderer should have average turnover of minimum <u>Rupees Ten Lakh during last three financial year in the sales, service and support of hardware/ software.</u>	
9.	Bid Security/Earnest Money: a) Amount: Rs.25,000/- b) Name of Bank : c) Date of issue:	
10.	Product Brochure	

Declaration by the Bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in the tender document and undertake myself/ourselves to strictly abide by them.

Signature of the Tenderer with Seal

ANNEXURE-II

BIDDER'S ANNUAL TURNOVER

_____ (Location)
_____ (Date)

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

_____ To,

_____ The Registrar General,
_____ High Court of Madhya Pradesh,
_____ Jabalpur

Ref.: _____

Sir,

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

Sl No.	Firm	2017-18	2018-19	2019-20
		Amount	Amount	Amount
1.				

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

Seal:

CHAPTER-5

Financial Bid (Price Schedule)

Prices should be quoted in Indian Rupees inclusive of all taxes, installation charges, freight, etc.

Price should be quoted with 02 years onsite comprehensive warranty and support and should be on-site at High Court of M.P.

Name of the Bidder: _____

Specify Make: _____ **Model:** _____

S.No.	Item Description	Unit Price (Rs.)	GST	Any other duty	Total cost with 02 years onsite comprehensive warranty/ support	Qty.	Total Cost (all inclusive) in Rs.
1	2	3	4	5	6= (3+4+5)	7	8=(6*7)
1.	8 port KVM switch Specification-“A”					03	
2.	Perpetual Software licenses of Hypervisor (VMware OR equivalent) software (with 02 years support) Specification-“B”					06	
3.	Software license of Windows Server 2019 (perpetual) Specification-“C”					01	
						Total	

Total Bid Price in Rs. _____

In words _____

Signature of Bidder with seal _____

Name _____

Business address _____

Tel. No. & Mobile No. _____

Email : _____

Date: _____

CHAPTER-6
Contract Form

This AGREEMENT made the _____ day of _____, 2021 between the _____ (herein after called the Purchaser) and _____ (herein after called the supplier) _____ (Address)

WHEREAS the Purchaser is desirous _____ (Brief description of goods) and has accepted a bid by the supplier for the supply of those goods and services for the sum of _____ (Contract price in words and figures, herein after called the Contract Price)

Now this agreement witnesses as follows :

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz :
 - (a) The bid forms (Technical and financial) and the Price Schedule submitted by the bidder.
 - (b) The entire tender document.
 - (c) The Purchaser's notification of award.
 - (d) All correspondence in this Regard
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provisions of the goods and services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under.

S. No.	Brief Description of goods and services	Quantity to be supplied	Unit Price	Total Price	Delivery Terms

In witness whereof the parties hereto have caused this Agreement to be executed.

For and on behalf of supplier

CERTIFICATES

WE CERTIFY THAT:-

1. We will not LEAK / DISCLOSE any information of High Court 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.
3. The machine offered shall be of the **best quality** strictly in accordance with the specifications and particulars as detailed in the tender.
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 the High Court Database and software.

Authorized Signatory

(Seal of the Company)