HIGH COURT OF MADHYA PRADESH, JABALPUR

No. Reg(IT)(SA)/2024/48 Dated:11.01.2024



Bid Document for

<u>Supply, Installation, Commissioning, Maintenance and</u>

<u>Rate Contract of Scanners for the District Courts in</u>

<u>the State of Madhya Pradesh</u>

Note:- This document contains total <u>56 pages</u> including cover. No change and modification in the document by the bidder is permissible.

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Section – I NOTICE INVITING TENDER

Dated:11.01.2024

No. Reg(IT)(SA)/2024/48

The Registrar General, on behalf of High Court of Madhya Pradesh invites e-tenders / online tenders from experienced and reputed firms/organizations/ Original equipments manufacturer (OEM) for the "Supply, Installation, Commissioning, Maintenance and Rate Contract of Scanners for the District Courts in the State of Madhya Pradesh."

S.	Estimated	EMD	Cost of	Date and	Last Date /	Last Date/	Date and	Time for
No.	project cost	(In	online	Time of	Time of	Time of	Time of	Completion
	(In Rupees)	Rupees)	Tender	Pre-Bid	online	tender	Opening	of the work
			Document	Meeting	tender	submission	of	/ project
			(in Rs.)		Submission	in	Technical	
						hardcopy	Bid	
							(online/	
							hardcopy)	
1.	7,00,00,000/-	15,00,000/-	10,000/-	18 th	08 th	09 th	12 th	30 days
				January,	February ,	February,	February,	
				2024at	2024 before	2024 before	2024, at	
				11:30 A.M	06:00 PM	05:00 PM	11:00 AM	
				in the				
				Meeting				
				Room of				
				High				
				Court of				
				Madhya				
				Pradesh,				
				Jabalpur.				

- 1. Tender documents may be viewed or purchased online by interested and eligible bidders from the website https://mptenders.gov.in after paying Tender fee of Rs.10,000/- and Processing Fee, as applicable. The tender also document available website is in http://www.mphc.gov.in.
- 2. Bidders can submit its tender online at https://mptenders.gov.in/ on or before the key dates given above. The Physical copy of the Technical Bid along with copy of online EMD should also be submitted at the address below latest by 09th February, 2024 at 05:00 PM.

3. All further notifications/amendments, if any shall be posted on https://mptenders.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 sheet/ copy is 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 submission/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 ID:- regithcjbp@mp.gov.in

Landline: 0761-2623358

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" and the "District Judge" of the District Courts.
- 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 Purchaser 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 supplying the Goods / items and Services under this 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, Training and coordinating with the original equipment manufacturer (OEM) for installation, commissioning, system integration and maintenance for proper working of supplied equipments/items etc.
- 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.
- I) This tender is subject to availability of funds / Budget from the State Government/ Department of Justice, Govt. of India.

2.2 BID DOCUMENT:-

2.2.1 The process and procedures of bidding, the materials to be supplied 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 Terms and Conditions for E-Tendering.

iv. Section IV General Conditions of Contract

v. Section V Special Conditions of Contract

vi. Section VI Scope of work

vii. Section VII Technical Specifications

viii. Section VIII Format to be used for submission of

proposal

ix. Section IX Certificates

x. Section X Tentative List of Locations

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 with the Bid Document.

2.3 AMENDMENT OF BID DOCUMENTS:-

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

2.5 EARNEST MONEY DEPOSIT (EMD):-

2.5.1 The proposal should be submitted along with <u>only</u> online application fee and Earnest Money Deposit (EMD) in the form of <u>online mode</u> through e-procurement tender portal <u>www.mptenders.gov.in</u> valid for the period of 6 months in favour of "Registrar General, High Court of Madhya"

Pradesh, Jabalpur". 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 purchaser 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 Purchaser'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 purchaser,

or

(iv) If the Successful Bidder fails to furnish the Performance Guarantee within the stipulated time.

2.6 BID PRICES:-

2.6.1 The Bidder shall give the pricing as individual and as a total composite price inclusive of all levies & taxes, packing, forwarding, freight and insurance etc.

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 <u>180 days from</u> the date of last submission.

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 physical proposals 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 to be signed and sealed by the authorized signatory of the bidder.
- 2.10.2 The Bidders are required to fill up and submit the **Section VIII (only online)** documents with their proposals.
- 2.10.3 The proposals shall be submitted in two parts, viz.:-
 - (a) Envelope-1: Containing Copy of Earnest Money Deposit (EMD) valid for the period of six months. The envelope should be superscribed 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 – Prequalification and Technical Proposal" (Containing duly signed PRE-QUALIFICATION PROPOSAL SUBMISSION

FORM as prescribed in tender, Other required Prequalification documents, clause-by-clause compliance to the technical specifications of the equipments as prescribed in Section-VII, all technical literature, brochures etc.). In the technical proposal, there should not be any indication about the prices (printed or otherwise) of any of the products offered.

- 2.10.5 The Bids and all correspondence and documents relating to the bids, shall be written in English language.
- 2.10.6 The financial bids are to be submitted online and no hard copy to be submitted along with the bid.

2.11 LATE BIDS:-

Any bid received by the Purchaser after the time and date for receipt of bids prescribed by the Purchaser 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 Purchaser.
- 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 Purchaser shall not entertain any request for clarification from the Bidder regarding such local conditions.

2.14 CONTACTING THE PURCHASER:-

Any effort by a Bidder influencing the Purchaser'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 (i) Average Annual Financial turnover of the bidder during last 3 financial years, ending 31st March of previous financial year i.e. 2022-23 should be at least Rs.10 Crore.
- 2.15.2 (ii) Experience in Supply, Installation, commissioning, Maintenance of Servers, Desktop Computers, Printers, Scanners, UPS systems during last 5 years ending last day of month previous to the month of publication of this tender, should be either of the following:-

(a) Three similar completed work costing not less than the amount equal to 40% of the estimated cost.

<u>OR</u>

(b) Two similar completed work costing not less than the amount equal to 50% of the estimated cost.

<u>OR</u>

(c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Similar works means: Supply, installation and System Integration of Servers, Computers, printers, Scanners and other related IT Equipments.

2.16 SCHEDULE OF EVENTS:-

The tentative dates for the schedule of key events of this tender are given as under:-

SI. No.	Events	Date
01	Date of Pre-Bid meeting	18 th January, 2024 at 11:30 A.M. in the Meeting Room of the High Court of Madhya Pradesh, Jabalpur. Note:- The vendor are requested to send their suggestions / queries on following e-mail id:regithcjbp@mp.gov.in by 17 th January, 2024 as per format of prebid queries.
02	Last date and time of online submission of proposal (mandatory).	08 th February, 2024 before 06:00 P.M.
03	Last date and time of submission of hardcopy of proposal (mandatory).	09 th February, 2024 before 05:00 P.M.
04	Date and time of opening of the technical Bids	12 th February, 2024 at 11:00 A.M.
05	Date and time of opening of the financial Bid 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.

2.17 OPENING OF PROPOSAL:-

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

2.18 EVALUATION:-

- 2.18.1 The Purchaser 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.
- 2.18.2 Any time during the process of evaluation, the Purchaser may seek for clarifications from any or all Bidders.
- 2.18.3 The tender has been invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit sealed envelopes super as mentioned above under clause 2.10.3

Phase-1: Online Application Fee & EMD: First, the envelope containing Online Application fee and Copy of 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 Prequalification 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 technical 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 Purchaser 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 representatives who wish to attend.

Phase-3: Online Financial proposal of only qualified bidders will be opened for further evaluation.

The Commercial Proposal Evaluation will be based on the "individual cost", which would be the total payouts including all taxes, duties and levies for the supply, installation, commissioning, system integration of equipments and Maintenance cost.

2.19 DECIDING AWARD OF CONTRACT:-

- 2.19.1 The Purchaser 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 before opening after opening of the proposals. 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 Purchaser.
- 2.19.2 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.
- 2.19.3 The Purchaser will notify the Successful Bidder on its intention to award the work through "Letter of Award/ acceptance" mentioning the total Contract Value. The timeline for delivery of products and services will start from the date of issue of Letter of Award.
- 2.19.4 The Purchaser will subsequently send the Successful Bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 2.19.5 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 Purchaser. This is deemed as the "Contract" or "Contract Agreement" defined elsewhere in this tender document.
- 2.19.6 The Registrar General, High Court of Madhya Pradesh,

 Jabalpur may award the entire contract to a single firm or to

 multiple firms depending upon rates available with the bid.

2.20 GENERAL INSTRUCTIONS TO THE BIDDERS:-

- 2.20.1 The cost of preparing the proposal, cost involved for the technical presentation and of visit to the High Court of Madhya Pradesh is not reimbursable.
- 2.20.2 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.

- 2.20.3 <u>Successful bidder must ensure his establishment in</u>

 <u>India and in the State of Madhya Pradesh for post-installation services and support of the Scanners.</u>
- 2.20.4 Canvassing in any form will lead to disqualification of the bid.

2.21 CONFIDENTIALITY:-

- 2.21.1 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 Bidders 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.
- 2.21.2 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.

- 2.21.3 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.
- 2.21.4 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.
- 2.21.5 The obligations of confidentiality under this section shall survive rejection/termination/expiry of the contract for a period of five years.
- 2.22 The Government of India had amended the General Financial Rules 2017 to enable the imposition of restrictions under Rule 144(xi) on bidders from countries which share a land border with India on grounds of defence of India, or matters directly or indirectly related thereto including national security. As such any bidder from such countries sharing a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Political and security clearance

from the Ministries of External and Home Affairs respectively will be mandatory.

The Order takes into its ambit public sector banks and financial institutions, Autonomous Bodies, Central Public Sector Enterprises (CPSEs) and Public Private Partnership projects receiving financial support from the Government or its undertakings. This includes State Governments and State undertakings wherein the Central Government invoking the provisions of Article 257(1) of the Constitution of India has directed the States may constitute the Competent Authority. However, political and security clearance will remain necessary.

2.23 As per the Public Procurement (Preference to Make in India), Order 2017, the Class-I local suppliers shall get preference in procurement of goods, services or works. In furtherance of the Revised PPP-MII Order dated 04.06.2020, the Ministry of Electronics & Information Technology (MEIT) has notified the mechanism for calculation of local content for the 13 electronic products vide Notification no. 43/4/2019-IPHW-MeitY dated 07.09.2020:

Section - III

3. Terms and Conditions for e-Tendering :-

- 3.1 For participation in e-tendering module, it is mandatory for prospective bidders to get registration on website https://mptenders.gov.in/. Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
- 3.2 Tender documents can be purchased only online on payment of tender fees and downloaded from website https://mptenders.gov.in/ by making online payment for the tender document fee.
- **3.3** Service and gateway charges shall be borne by the bidders.
- 3.4 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.
- 3.5 For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website https://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.
- 3.6 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.
- **3.7** Bidders are requested to visit our e-tendering website regularly for any clarification and / or due date extension.
- **3.8** Bidder must positively complete online e-tendering procedure at https://mptenders.gov.in/
- 3.9 Department shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever.

- 3.10 For any type of clarification bidders can / visit https://mptenders.gov.in. In case of any assistance please call Help desk numbers 0120-4200462, 0120-4001002. Support timings: Monday to Saturday from 10:00 AM to 7:00 PM.
- 3.11 Interested bidders may attend the free training programme in Bhopal at their own cost. For further query please contact help desk.
- 3.12 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.
- 3.13 The firms registered under NSIC and MSME (The vendor to be registered with both NSIC and MSME for claiming exemption of tender fees) are exempted for submission of tender fees only. But they have to submit valid EMD as per the tender requirement.

Section - IV

4 GENERAL CONDITIONS OF THE CONTRACT (GCC):-

4.1 GENERAL:-

The Products/equipments supplied under this contract shall conform to the Technical Specifications given in this tender under **Section VII**.

4.2 PERFORMANCE GUARANTEE:-

4.2.1 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 05% of the Contract Value valid for a period of 60 months within 30 days from the date of issue of Letter of Award / acceptance.

4.2.2 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.

- 4.2.3 The Performance Guarantee shall be as per the format approved by the Registrar General, High Court of M.P., Jabalpur.
- 4.2.4 The Performance Guarantee shall be payable to the Purchaser as a compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract. The Purchaser will discharge the Performance

Guarantee after completion of the Bidder's performance obligations, including any warranty obligations, under the contract.

4.3 DELIVERY OF MATERIALS AND RELATED DOCUMENTATION:-

- 4.3.1 Delivery, Installation and Commissioning of the materials along with the related documents as per the tender document and technical specification section (Section VII) are the responsibility of the Bidder.
- 4.3.2 The Successful Bidder shall ensure that all Products/equipment is supplied within the Implementation schedule mentioned in the tender document under Section V.
- 4.3.3 The Successful Bidder shall submit all the Software Kits (CDs), License Papers, Warranty Papers and any other relevant documentation related to the supplied products to the Purchaser along with the supplied products/equipments.

4.4 WARRANTY:-

- 4.4.1 The Bidder is required to provide on-site comprehensive warranty valid for 60 months for all Supplied Scanners from the date of installation.
- 4.4.2 The Bidder shall warrant that all the equipment supplied under the contract is newly manufactured and shall have no defect arising out of design, materials or workmanship or from any act or omission of the Bidder that may develop under normal use of the supplied equipments in the conditions prevailing across the country.
- 4.4.3 The Bidder shall warrant that the services provided under the contract shall be as per the Warranty Service Level

- Requirements given under **Section-VI**. During the warranty, the Bidder shall perform all the functions as enunciated in Section-VI at no extra cost to the Purchaser. All the penalty clauses shall be applicable during the period of warranty in case of failure on part of Bidder. The terms and conditions for Warranty are given in **Section-VI**.
- 4.4.4 The bidder shall quote for <u>comprehensive On-Site</u> warranty and <u>support for FIVE years</u>, which shall become effective after the Final Acceptance Sign-off. The cost, including visits of the engineers etc. shall be quoted as part of the individual equipment prices. No separate charges shall be paid for visit of engineers or attending to faults and repairs or supply of spare parts.
- 4.4.5 The Registrar General, High Court of Madhya Pradesh shall promptly notify the Bidder about any claims arising under this warranty. Upon receipt of such notice, the Bidder shall repair / replace / reconfigure / re-provisions the defective equipments or service. Replacement under warranty clause shall be made by the Successful Bidder free of all charges at site including freight, insurance and other incidental charges.
- 4.4.6 The Bidder shall, at the time of submitting the bid submit the Technical Proposal specifying how the Bidder proposes to carry out repair under Warranty. The Bidder shall also indicate what spares will be kept for immediate replacement. The infrastructure planned to be created by the Bidder to fulfill his obligations under Warranty and his action plan to deal with the various situations arising out of hardware and software faults shall be clearly indicated.

4.4.7 If the Bidder, having been notified, fails to remedy the defect(s) within the period specified in the Service Level Agreement, the Registrar General, High Court of Madhya Pradesh may proceed to take such remedial action as may be necessary at the Bidder's risk and expense and without prejudice to any other rights, which Registrar General, High Court of Madhya Pradesh may have against the Bidder under the contract.

4.5 PAYMENT TERMS:-

4.5.1 For the supply, installation, commissioning, testing and warranty maintenance of all Scanners for the period of 60 months:-

Payments will be made in Indian Rupees only

- 4.5.1.1 **80%** of total price against delivery of the equipments at the site after submitting the duly verified delivery challan of the site / locations certified by the Office of District and Session Judge of District Courts.
- 4.5.1.2 **20%** of total price against successful installation and getting Sign-off from all the District Courts.

4.6 PRICES:-

- 4.6.1 The rate contract of all the quoted items shall be valid for the period of 01 year from the date of agreement/contract.
- 4.6.2 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 on introduction of new taxes / duties , the rates of the quoted items shall be change in same proportionate. Further, order on approved rates shall be placed by High Court of Madhya Pradesh, Jabalpur on need basis.

4.7 PURCHASER'S RIGHTS:-

- 4.7.1 The Purchaser reserves the right to make changes within the scope of the work and Contract and configuration of items at any point of time.
- 4.7.2 The Purchaser 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 purchaser's action.

4.8 TIME SCHEDULE TO COMPLETE THE CONTRACT:-

- 4.8.1 The successful bidder shall complete the assignment within 30 days from the date of issue of Letter of Acceptance / Letter of Intent.
- 4.8.2 In case the purchase order is received directly from the District Court then the period of supply and installation will be 30 days.
- 4.8.3 The Successful Bidder shall ensure that the delivery of Products/ equipment and/or the delivery of the services are in accordance with the time schedules specified in tender documents. In case of any deviation from the schedule, the Purchaser reserves the right to either cancel the Contract and/or recover Liquidated Damage charges.
- 4.8.4 The Successful Bidder, if faced with problems in timely delivery of services, which have dependencies on the Service Provider and/or the Purchaser, which are beyond their control at any time before the Final Acceptance Signoff, shall immediately inform the Purchaser in writing, about the causes of the delay and tentative duration of such delay etc. The Purchaser, on receipt of such notice,

shall analyze the facts at the earliest and may at its sole discretion, extend the contract period as deemed reasonable.

- 4.8.5 Any delay by the Successful Bidder in the delivery of Products/ equipment and/or the services will make the Successful Bidder liable to any or all of the following:
 - i. Forfeiture of Performance Bank Guarantee
 - ii. Imposition of Liquidated Damage charges
 - iii. Termination of the contract for default.
 - iv. Blacklisting of the vendor.

4.9 LIQUIDATED DAMAGES (LD):-

If the Bidder fails to deliver any or all of the equipment or to perform the services within the time period(s) as mentioned in tender document. Registrar General, High Court of Madhya Pradesh shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 1% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price. Once the maximum is reached, Registrar General, High Court of Madhya Pradesh may consider termination of the contract.

4.10 FORCE MAJEURE:-

4.10.1 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.
- 4.10.2 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.

4.11 TERMINATION:-

- 4.11.1 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.
- 4.11.2 Termination on account of Force Majeure: Either party shall have the right to terminate the Contract on account of Force Majeure.
- 4.11.3 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.
- 4.11.4 <u>Termination for breach of contract</u>: 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.
- 4.11.5 <u>Termination for delay</u>: 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.
- 4.11.6 The Registrar General, High Court of Madhya Pradesh may at any time terminate the Contract by giving 30 days notice without assigning any reason.
- 4.11.7 <u>Consequences of termination:</u> 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.

4.11.8 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.

4.12 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 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".

4.13 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.

Section - V

5. SPECIAL CONDITIONS OF THE CONTRACT (SCC):-

5.1 GENERAL:-

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

5.2 EQUIPMENTS AND SUPPORTING SOFTWARE:-

5.2.1 All the equipments / system and related software to be supplied shall conform to the relevant technical specifications as mentioned in Section-VII of this document.

5.3 SITE ACCEPTANCE TESTS (SAT):-

- 5.3.1 The Purchaser shall carry out the entire test detailed in the Acceptance test schedule to be furnished by the Contractor to confirm that the performance of the different modules, sub-systems and the entire installation satisfies the specification requirements. The Purchaser reserves the right to include any other tests which in his opinion is necessary to ensure that the equipment meets the specifications.
- 5.3.2 The Purchaser reserves the right to ask for modifications/additions to the Site Acceptance Test Procedure at any point of time till the Site Acceptance signoff at each location.
- 5.3.3 The Site Acceptance Tests shall cover the intended functioning of the equipments with proper integration with other sub components and software's.
- 5.3.4 The contractor shall carry out the Site Acceptance Tests in the presence and supervision of the Purchaser or its

- designated Officer / agency at the site. The contractor, at its own cost, shall provide the testing equipment/instruments/software programs necessary for performing and demonstrating the Site Acceptance Tests.
- 5.3.5 The Purchaser or its appointed testing authority shall supervise the tests at each site, as described in the Site Acceptance Test Procedure and performed by the contractor to confirm that the complete solution at each site satisfies the requirement of specifications including the service performance.
- 5.3.6 The contractor shall rectify all deficiencies immediately, if found, in the performance of the system as per the requirement during the Site Acceptance Tests, at no cost to High Court of Madhya Pradesh, Jabalpur.
- 5.3.7 Any components or parts failing during the acceptance tests shall be replaced free of cost by the Contractor. These replacements shall not be made out of spares supplied by the Contractor as part of supplies under this Contract. This shall also not entitle the contractor to any extension of completion time.
- 5.3.8 The cost of all test and / or analysis shall be fully borne by the contractor. Material put up for inspection shall be those to be supplied and in quantities laid down in the Schedule of Quantities. Any variation shall require the prior approval of the Purchaser before the material is manufactured/ offered for inspection.
- 5.3.9 All material brought to site shall be permitted to be installed only after inspection and acceptance by the Purchaser.
- 5.3.10 The completed installation at all stages shall be subjected to checks and tests as decided by Purchaser. The

contractor shall be liable to remedy all of such defects as discovered during these checks and test and make good all deficiencies brought out. The complete installation shall be taken over finally on successful commissioning in entirety.

5.4 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 Purchaser, shall be made good by the contractor at no cost to the Purchaser.

Section - VI

6. SCOPE OF WORK:-

G.1 The Registrar General, High Court of Madhya Pradesh Jabalpur is interested to assign the task for Supply, Installation, Commissioning, Maintenance and Rate Contract of Scanners Equipments for the District Courts in the State of Madhya Pradesh.

6.2 SUPPLY:-

Supply of all Scanners as per requirement of High Court and District Courts in the State of Madhya Pradesh. The District Courts will include all 50 numbers of District Courts and near about (approx) 175 number of Tehsil Courts.

6.3 INSTALLATION & WIRING:-

6.3.1 <u>Installation & wiring of all equipments, components and accessories</u>. Installation of all necessary software's and drivers.

6.4 INSTALLATION PRACTICE AND METHOD OF WORK:-

- 6.4.1 The work shall be executed to the highest standards using best quality material. The system design shall use state-of-the art techniques/tools. 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.
- 6.4.2 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 Purchaser and the contractor shall be liable to rectify such defects as brought out by the Purchaser during these checks and tests and make good all deficiencies at his own cost.

6.5 COMPREHENSIVE WARRANTY:-

The contractor will be required to maintain the installed systems for the period of FIVE years after the taking-over certificate / installation certificate.

6.6 WARRANTY TERMS AND CONDITIONS:-

- 6.6.1 The Contractor shall be solely responsible for the maintenance, repair of the whole equipments / items supplied and integrated and the Registrar General; High Court of Madhya Pradesh shall not be liable to interact with any of the partners/ collaborators of the Contractor.
- 6.6.2 The Contractor shall have adequate Technical Support Center to meet the criteria for fault restoration/faulty unit repair times as mentioned in the Section-VI. The Contractor shall furnish the names, locations, complete postal address, telephone numbers and FAX numbers of all Technical support Centers at the time of signing the Contract.
- 6.6.3 The Contractor shall also provide the name of alternate contact person or Technical Support Center with address & telephone / fax numbers / E-mail which may be contacted by the Registrar General, High Court of Madhya Pradesh or its authorized Officer / staff for support in case of no response/poor response from the designated Technical support center. This however shall not preclude from imposing the penalties, if any, as applicable as per the terms & conditions of this tender.

- 6.6.4 Any change in Address, Phone number, FAX Number, e-mail etc., shall have to be intimated in writing by the Contractor to the Registrar General, High Court of Madhya Pradesh, Jabalpur
- 6.6.5 The Contractor shall ensure that all the Technical support centers are manned by fully competent and responsible Engineers and are capable of attending faults / supporting their engineers at the High Court of Madhya Pradesh and District Courts

6.7 WARRANTY SERVICE LEVEL REQUIREMENTS - SLA:-

6.7.1 Service Hours:-

The Service window for all the equipments would be all working days from 09:00 A.M. to 06:00 P.M.

6.7.2 Scheduled Downtime:-

- (a) Scheduled downtime is defined as the period of time when software application 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 24 hours in writing and subsequent acceptance of the same by Registrar General, High Court of Madhya Pradesh or officer who will execute the contract.

6.7.3 Mean Time To Resolve / solve the problem (MTTR) :-

- (a) MTTR is defined as the arithmetic average of the time taken to attend to resolve the issues logged 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

6.7.4 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 (MTTR)	working Hours	fault duration per instance based on	(ii) For Low Severity

- 6.7.4.1 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
- 6.7.4.2 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.

- 6.7.4.3 After the expiry of warranty, 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.
- 6.7.4.4 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.
- 6.7.4.5 In case the Service Level Requirements are violated continuously for a period of three months, the Purchaser reserves the right to terminate the Contract by giving a notice to the Successful Bidder.
- 6.7.4.6 The preventive maintenance of all the installed equipments / products to be carried on yearly basis during the warranty period and the report is to be submitted to the Registrar General, High Court of Madhya Pradesh.

Section - VII

7. TECHNICAL SPECIFICATIONS:-

All the products/equipment/items supplied should be quoted with:-

- (i) Five years comprehensive Onsite Warranty and support on all Scanners equipments.
- (ii) All the necessary required cables and other accessories.
- (iii) Enclose all product catalogues and technical brochures of the products / items along with MANUFACTURER AUTHORIZATION FORM (MAF) addressed to the "Registrar General, High Court of Madhya Pradesh", Jabalpur (M.P.)
- (iv) The bidder has to quote only 01 product of single make/ brand at a time and not multiple brands for same item.
- (v) The Original equipment manufacturer can authorize more than one partner for participation in the bid.
- (vi) Back-to-Back support letter is to be submitted by OEM regarding support of their quoted products.

The detail of the Scanners along with technical specifications is enumerated as given below:-

S. No	Items	Minimum Specifications* / Make
01	Scanners	Minimum Specifications

Note: - Please submit the product catalogue / brochure in above serial *ORDER* only.

"Minimum Specifications"

Scanners

S.No.	Make & Model	Must be specified. All the relevant product brochures and manuals must be submitted	Technical Compliance YES/NO
1	Scan Type	color & B/W ADF	
2	Scan Speed	Minimum 40 Ppm or Higher(A4)	
3	Resolution	600 x 600 dpi or above	
4	Duplex Scanning	Automatic	
5	Recommended	4000 Pages per day or Higher (Expected daily Volume)	
6	Paper Capacity	50 plus sheets ADF (20lb / 80g/ m2) paper or Higher	
7	Interface	USB 3.2 / USB 2.0 / Ethernet	
8	OEM Product	Original Equipment Manufacturer (OEM) Manufactureor its authorized distributors/ dealers with OEM	
9	Warranty	5 Years on site Comprehensive Warranty support with Level 1 Support from bidder and Level2 support from OEM.	
10	Scanning Software	OCR built-in	
11	Output Format	PDF,JPEG,PNG,BMP,TIFF, TXT (Text), RTF (Rich Text), searchable PDF and PDF/A advance or equivalent	

12	Drivers & accessories Required	Yes - Power & USB Cable	
13	Operating System Supported	The scanner should support both Windows and Linux Operating System	
14	Environmental Compliance	BEE/Energy Star, RoHS	

Note: - All of the above specifications should be read as equivalent or better/higher side. The vendor may quote equivalent or better specifications.

Note:-

- **1.** The specifications mentioned in tender document are minimum and the vendor can quote higher specifications scanners.
- **2.** All the pages of the bids and Annexure's are to be sealed and signed by the authorized officers of the company / vendor.
- **3.** The bidder has to quote only 01 product of single make / brand at a time and not multiple brands for same item.
- **4.** The Original equipment manufacturer may authorize more than one partner for participation in the bid.
- 5. Back-to-Back support letter is to be submitted by OEM regarding support of the quoted products for the period of five years on their letter head duly sealed and signed by authorized representative.

Section - VIII

Detail Break up of Cost* Name of the Bidder:

S. No.	Item Description	Make and Model	Unit Price (Rs.)	GST Applicable (Rs.)	Sales / Service Tax (Rs.) as applicable any other duties / taxes	Total Unit Price (All inclusive) with 05 years on- site warranty for items (Rs.)	*Approximately number of Items*/Rate Contract	Total Cost (Rs.)
01	02	03	04	05	06	07	08	09 = 08x07
02	Scanners with minimum 40 ppm as per specifications mentioned in tender document						1363	
	TOTAL VALUE in Rs.		•					

Note:- The financial bids are to be submitted online and no hard sheet/ copy is to be submitted along with the bid.

Form: PQ-1

Techno-commercial Bid

S. No.	Description	Indicate also page number where clearly the document 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, Copy of previous 3 Financial Year's Income tax return (ITR) Year 20-21, 21-22 & 22-23.	
6.	Valid ISO 9001 Certificate of product / OEM (Please attach copy)	
7.	GST Registration No. (Please attach copy).	
8.	Latest GST Return (Please attach copy of latest month GST return certificate).	
9.	Experience Certificates / details of last 5 years in supply and installation of Computer Hardware in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies/Reputed Private organizations. (Please attach copy)	
10.	Online Bid Security/Earnest Money Deposit:	
	a) Amount: Rs	
	b) Reference No. :	
	c) Date of issue:	
11.	Online Tender Fees details a) Amount:	
	b) Reference No. :	
	c) Date of issue:	

Form: PQ-2 BIDDER'S ANNUAL TURNOVER

				(Location) (Date)
From ((Name & Addre	ess of the Auditor	•	
			То	
			The Registrar	General,
Dunda	- la		High Court of	Madhya
Prades	sn,		lab alassa	
			Jabalpur	
Ref.: _				
Dear S	Sir/Madam,			
147 - 1		Orac Orac and		C . B.4/-
vve n	ereby certify	that the averag		
		(name of the b	idder) is not le	ss than Rs. <u>10</u>
<u>Crore</u>	during the last	three financial ye	ears.	
SI		Year 20-21	Year 21-22	Year 22-23
No.	Firm	Amount	Amount	Amount
1.				
Yours	Sincerely,			
	• y ,			
(Signa	ature of Autho	rized Auditor)		
Name	of the Author	ized Auditor:		
Seal:				

Form: PQ-3 SIMILAR WORK EXPERIENCE

				(
From (Name & Addres	ss of the Bidd	er)			
			To,		
			The Regis	trar Genera	al,
			High Cour	t of Madhya	a Pradesh,
			Jabalpur		
	act for Scaladhya Practical Practica	anners and desh. Id confirmer), have dress) ha	t the Dis m that v ing reg ave succ	ve, istered cessfully	office at executed
SI. Name of the client organization No. Value of issue of the organization No. Value of the client organization of the organ					
	P.O.		7.511	Yes/No	Pg. No. on the Proposal
	I .	1	1	i e	

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.

Annexure - 1

Clause by Clause compliance statement on the technical specification as prescribed in the section VII of this document.

SI. 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.

SI. 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,

- Having examined the conditions of contract and specifications in the tender document and annexure, the receipt of which is hereby duly acknowledged, we, undersigned, offer to Supply, Installation, Commissioning Maintenance of Scanners for the sum shown in the schedule of prices attached herewith and made part of this Bid.
- 2. We undertake, if our Bid is accepted, to complete delivery of all the items specified in the contract within the delivery schedule specified in the tender.
- 3. If our Bid is accepted, we will obtain the unconditional performance guarantees of a Nationalized/Scheduled Bank for a sum 03% of the purchase / contract value.
- 4. We agree to abide by this Bid for a period of 180 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.

- 5. Until a formal Purchase 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.
- Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
- 7. 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 202	<u>}</u> ∠
Name and Signature		
In the capacity of		
Duly authorized to si for and on behalf of	gn the bid 	
Witness		
Address Signature		

CERTIFICATES

WE CERTIFY THAT:-

- 1. We will not <u>LEAK / DISCLOSE</u> any information of 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 <u>TAXES / DUTIES</u> 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 material / items and software 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 High Court Database and software.

Authorized Signatory

(Seal of the Company)

LIST OF LOCATIONS

SN	Name of Court Complex	Type District Court /Tehsil Civil Court	Quantity
1	Alirajpur	District & Session's Court	4
2	Jobat	Civil Court	3
3	Anuppur	District & Session's Court	6
4	Kotma	Civil Court	4
5	Rajendragram	Civil Court	2
6	Ashoknagar	District & Session's Court	12
7	Chanderi	Civil Court	3
8	Mungaoli	Civil Court	4
9	Balaghat	District & Session's Court	9
10	Baiher	Civil Court	4
11	Katangi	Civil Court	2
12	Lanji	Civil Court	1
13	Waraseoni	Civil Court	7
14	Barwani	District & Session's Court	6
15	Anjad	Civil Court	2
16	Khetiya	Civil Court	1
17	Rajpur	Civil Court	1
18	Sendhwa	Civil Court	3
19	Betul	District & Session's Court	14
20	Amla	Civil Court	3
21	Bhainsdehi	Civil Court	3
22	Multai	Civil Court	6
23	Bhind	District & Session's Court	15
24	Gohad	Civil Court	6
25	Lahar	Civil Court	6
26	Mehgaon	Civil Court	4
27	Bhopal	District & Session's Court	61
28	Berasia	Civil Court	5
29	Burhanpur	District & Session's Court	10
30	Nepanagar	Civil Court	1
31	Chhatarpur	District & Session's Court	14
32	Badamalhara	Civil Court	2
33	Bijawar	Civil Court	4
34	Lavkush Nagar	Civil Court	6
35	Nowgaon	Civil Court	5

0.0		0 0	
36	Rajnagar	Civil Court	2
37	Chhindwara	District & Session's Court	12
38	Amarwara	Civil Court	4
39	Chorai	Civil Court	3
40	Harrai	Civil Court	1
41	Junardeo (Jamai)	Civil Court	3
42	Pandhurna	Civil Court	3
43	Parasiya	Civil Court	4
44	Sausar	Civil Court	4
45	Tamia	Civil Court	1
46	Damoh	District & Session's Court	11
47	Hatta	Civil Court	5
48	Patharia	Civil Court	1
49	Tendukheda	Civil Court	1
50	Datia	District & Session's Court	9
51	Bhander	Civil Court	2
52	Seodha	Civil Court	4
53	Dewas	District & Session's Court	13
54	Bagli	Civil Court	3
55	Kannod	Civil Court	4
56	Khategaon	Civil Court	3
57	Sonkatch	Civil Court	3
58	Tonkkhurd	Civil Court	2
59	Dhar	District & Session's Court	11
60	Badnawar	Civil Court	4
61	Dharampuri	Civil Court	4
62	Kukshi	Civil Court	6
63	Manawar	Civil Court	5
64	Sardarpur	Civil Court	7
65	Dindori	District & Session's Court	7
66	Shahpura	Civil Court	2
67	Guna	District & Session's Court	16
68	Aaron	Civil Court	2
69	Chachoda	Civil Court	5
70	Raghogarh	Civil Court	6
71	Gwalior	District & Session's Court	48
72	Bhitarwar	Civil Court	2

70	Dahaa	Civil Count	7
73	Dabra	Civil Court 7	
74	Harda	District & Session's Court 7	
75	Khirkiya	Civil Court 1	
76	Timarni	Civil Court 1	
77	Indore	District & Session's Court 59	
78	Depalpur	Civil Court 4	
79	Dr Ambedkar Nagar	Civil Court	9
80	Hatod	Civil Court	1
81	Sanwer	Civil Court	3
82	Jabalpur	District & Session's Court	67
83	Patan	Civil Court	5
84	Sihora	Civil Court	6
85	Jhabua	District & Session's Court	8
86	Petlawad	Civil Court	3
87	Thandla	Civil Court 2	
88	Katni	District & Session's Court	22
89	Barhi	Civil Court	1
90	Dhimarkheda	Civil Court	1
91	Vijayraghogarh	Civil Court	2
92	Khandwa	District & Session's Court	12
93	Harsud	Civil Court	3
94	Punasa	Civil Court 1	
95	Mandla	District & Session's Court	10
96	Bhuabichhiya	Civil Court	1
97	Nainpur	Civil Court	1
98	Niwas	Civil Court	3
99	Mandleshwar	District & Session's Court	4
100	Barwaha	Civil Court 5	
101	Bhikangaon	Civil Court	2
102	Kasrawad	Civil Court 1	
103	Khargone	Civil Court 7	
104	Maheshwar	Civil Court 1	
105	Sanawad	Civil Court 2	
106	Mandsaur	District & Session's Court 16	
107	Bhanpura	Civil Court 3	
108	Garoth	Civil Court	3
109	Narayangarh	Civil Court	2
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110	Sitamau	Civil Court 2	
111	Morena	District & Session's Court 16	
112	Ambah	Civil Court 6	
113	Jora	Civil Court 8	
114	Sabalgarh	Civil Court 6	
115	Narmadapuram	District & Session's Court 11	
116	Itarsi	Civil Court	7
117	Pipariya	Civil Court	4
118	Seonimalwa	Civil Court	2
119	Sohagpur	Civil Court	3
120	Narsinghpur	District & Session's Court	12
121	Gadarwara	Civil Court	8
122	Gotegaon	Civil Court	1
123	Tendukheda	Civil Court	1
124	Neemuch	District & Session's Court	7
125	Jawad	Civil Court	4
126	Manasa	Civil Court	4
127	Panna	District & Session's Court	8
128	Ajaygarh	Civil Court	1
129	Pawai	Civil Court	3
130	Raisen	District & Session's Court	9
131	Bareli	Civil Court	5
132	Begumganj	Civil Court	4
133	Gairatganj	Civil Court	1
134	Goharganj	Civil Court	5
135	Silwani	Civil Court	1
136	Udaipura	Civil Court	1
137	Rajgarh	District & Session's Court 8	
138	Biaora	Civil Court 6	
139	Jeerapur	Civil Court 2	
140	Khilchipur	Civil Court	2
141	Narsingarh	Civil Court	4
142	Sarangpur	Civil Court 5	
143	Ratlam	District & Session's Court 17	
144	Alote	Civil Court 5	
145	Jaora	Civil Court	8
146	Sailana	Civil Court	3
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147 Rewa District & Session's Court 28 148 Hanumana Civil Court 2 149 Mauganj Civil Court 5 150 Sirmaur Civil Court 6 151 Teonthar Civil Court 3 152 Sagar District & Session's Court 22 153 Banda Civil Court 4 154 Bina Civil Court 5 155 Deori Civil Court 5 156 Garhakota Civil Court 2 157 Kesli Civil Court 1 158 Khurai Civil Court 5 159 Rehli Civil Court 3 160 Satna District & Session's Court 24 161 Amarpatan Civil Court 5 162 Chitrakoot Civil Court 7 163 Maihar Civil Court 7 164 Nagod Civil Court			T	
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157 Kesli Civil Court 1 158 Khurai Civil Court 5 159 Rehli Civil Court 3 160 Satna District & Session's Court 24 161 Amarpatan Civil Court 5 162 Chitrakoot Civil Court 7 163 Maihar Civil Court 7 164 Nagod Civil Court 5 165 Rampur Baghelan Civil Court 4 166 Uchehara Civil Court 2 167 Sehore District & Session's Court 8 168 Ashta Civil Court 7 169 Budhni Civil Court 3 170 Ichhawar Civil Court 1 171 Nasrullaganj Civil Court 1 172 Seoni District & Session's Court 13 173 Ghansaur Civil Court 1 174 Kewlari Civi	155	Deori	Civil Court	
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161 Amarpatan Civil Court 5 162 Chitrakoot Civil Court 2 163 Maihar Civil Court 7 164 Nagod Civil Court 5 165 Rampur Baghelan Civil Court 4 166 Uchehara Civil Court 2 167 Sehore District & Session's Court 8 168 Ashta Civil Court 7 169 Budhni Civil Court 3 170 Ichhawar Civil Court 1 171 Nasrullaganj Civil Court 3 172 Seoni District & Session's Court 13 173 Ghansaur Civil Court 1 174 Kewlari Civil Court 1 175 Lakhnadon Civil Court 5 176 Shahdol District & Session's Court 10 177 Beohari Civil Court 6 179 Jaisinghnagar	159	Rehli	Civil Court	3
162 Chitrakoot Civil Court 2 163 Maihar Civil Court 7 164 Nagod Civil Court 5 165 Rampur Baghelan Civil Court 4 166 Uchehara Civil Court 2 167 Sehore District & Session's Court 8 168 Ashta Civil Court 7 169 Budhni Civil Court 3 170 Ichhawar Civil Court 1 171 Nasrullaganj Civil Court 3 172 Seoni District & Session's Court 13 173 Ghansaur Civil Court 1 174 Kewlari Civil Court 1 175 Lakhnadon Civil Court 5 176 Shahdol District & Session's Court 10 177 Beohari Civil Court 4 178 Burhar Civil Court 4 179 Jaisinghnagar	160	Satna	District & Session's Court	24
163 Maihar Civil Court 7 164 Nagod Civil Court 5 165 Rampur Baghelan Civil Court 4 166 Uchehara Civil Court 2 167 Sehore District & Session's Court 8 168 Ashta Civil Court 7 169 Budhni Civil Court 3 170 Ichhawar Civil Court 1 171 Nasrullaganj Civil Court 3 172 Seoni District & Session's Court 13 173 Ghansaur Civil Court 1 174 Kewlari Civil Court 1 175 Lakhnadon Civil Court 5 176 Shahdol District & Session's Court 10 177 Beohari Civil Court 4 179 Jaisinghnagar Civil Court 4 180 Shajapur District & Session's Court 11 181 Sh	161	Amarpatan	Civil Court	5
164 Nagod Civil Court 5 165 Rampur Baghelan Civil Court 4 166 Uchehara Civil Court 2 167 Sehore District & Session's Court 8 168 Ashta Civil Court 7 169 Budhni Civil Court 3 170 Ichhawar Civil Court 1 171 Nasrullaganj Civil Court 3 172 Seoni District & Session's Court 13 173 Ghansaur Civil Court 1 174 Kewlari Civil Court 1 175 Lakhnadon Civil Court 5 176 Shahdol District & Session's Court 10 177 Beohari Civil Court 4 179 Jaisinghnagar Civil Court 4 180 Shajapur District & Session's Court 11 181 Shujalpur Civil Court 6 182 <td< td=""><td>162</td><td>Chitrakoot</td><td colspan="2">Civil Court 2</td></td<>	162	Chitrakoot	Civil Court 2	
165 Rampur Baghelan Civil Court 4 166 Uchehara Civil Court 2 167 Sehore District & Session's Court 8 168 Ashta Civil Court 7 169 Budhni Civil Court 3 170 Ichhawar Civil Court 1 171 Nasrullaganj Civil Court 3 172 Seoni District & Session's Court 13 173 Ghansaur Civil Court 1 174 Kewlari Civil Court 1 175 Lakhnadon Civil Court 5 176 Shahdol District & Session's Court 10 177 Beohari Civil Court 4 179 Jaisinghnagar Civil Court 4 180 Shajapur District & Session's Court 11 181 Shujalpur Civil Court 6 182 Agar Civil Court 5	163	Maihar	Civil Court	7
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167 Sehore District & Session's Court 8 168 Ashta Civil Court 7 169 Budhni Civil Court 3 170 Ichhawar Civil Court 1 171 Nasrullaganj Civil Court 3 172 Seoni District & Session's Court 13 173 Ghansaur Civil Court 1 174 Kewlari Civil Court 1 175 Lakhnadon Civil Court 5 176 Shahdol District & Session's Court 10 177 Beohari Civil Court 4 178 Burhar Civil Court 6 179 Jaisinghnagar Civil Court 4 180 Shajapur District & Session's Court 11 181 Shujalpur Civil Court 6 182 Agar Civil Court 5	165	Rampur Baghelan	Civil Court	4
168 Ashta Civil Court 7 169 Budhni Civil Court 3 170 Ichhawar Civil Court 1 171 Nasrullaganj Civil Court 3 172 Seoni District & Session's Court 13 173 Ghansaur Civil Court 1 174 Kewlari Civil Court 1 175 Lakhnadon Civil Court 5 176 Shahdol District & Session's Court 10 177 Beohari Civil Court 4 178 Burhar Civil Court 6 179 Jaisinghnagar Civil Court 4 180 Shajapur District & Session's Court 11 181 Shujalpur Civil Court 6 182 Agar Civil Court 5	166	Uchehara	Civil Court	2
169 Budhni Civil Court 3 170 Ichhawar Civil Court 1 171 Nasrullaganj Civil Court 3 172 Seoni District & Session's Court 13 173 Ghansaur Civil Court 1 174 Kewlari Civil Court 1 175 Lakhnadon Civil Court 5 176 Shahdol District & Session's Court 10 177 Beohari Civil Court 4 178 Burhar Civil Court 6 179 Jaisinghnagar Civil Court 4 180 Shajapur District & Session's Court 11 181 Shujalpur Civil Court 6 182 Agar Civil Court 5	167	Sehore	District & Session's Court	8
170 Ichhawar Civil Court 1 171 Nasrullaganj Civil Court 3 172 Seoni District & Session's Court 13 173 Ghansaur Civil Court 1 174 Kewlari Civil Court 1 175 Lakhnadon Civil Court 5 176 Shahdol District & Session's Court 10 177 Beohari Civil Court 4 178 Burhar Civil Court 6 179 Jaisinghnagar Civil Court 4 180 Shajapur District & Session's Court 11 181 Shujalpur Civil Court 6 182 Agar Civil Court 5	168	Ashta	Civil Court	7
171 Nasrullaganj Civil Court 3 172 Seoni District & Session's Court 13 173 Ghansaur Civil Court 1 174 Kewlari Civil Court 1 175 Lakhnadon Civil Court 5 176 Shahdol District & Session's Court 10 177 Beohari Civil Court 4 178 Burhar Civil Court 6 179 Jaisinghnagar Civil Court 4 180 Shajapur District & Session's Court 11 181 Shujalpur Civil Court 6 182 Agar Civil Court 5	169	Budhni	Civil Court	3
172 Seoni District & Session's Court 13 173 Ghansaur Civil Court 1 174 Kewlari Civil Court 1 175 Lakhnadon Civil Court 5 176 Shahdol District & Session's Court 10 177 Beohari Civil Court 4 178 Burhar Civil Court 6 179 Jaisinghnagar Civil Court 4 180 Shajapur District & Session's Court 11 181 Shujalpur Civil Court 6 182 Agar Civil Court 5	170	Ichhawar	Civil Court	1
173GhansaurCivil Court1174KewlariCivil Court1175LakhnadonCivil Court5176ShahdolDistrict & Session's Court10177BeohariCivil Court4178BurharCivil Court6179JaisinghnagarCivil Court4180ShajapurDistrict & Session's Court11181ShujalpurCivil Court6182AgarCivil Court5	171	Nasrullaganj	Civil Court	3
174KewlariCivil Court1175LakhnadonCivil Court5176ShahdolDistrict & Session's Court10177BeohariCivil Court4178BurharCivil Court6179JaisinghnagarCivil Court4180ShajapurDistrict & Session's Court11181ShujalpurCivil Court6182AgarCivil Court5	172	Seoni	District & Session's Court	13
175LakhnadonCivil Court5176ShahdolDistrict & Session's Court10177BeohariCivil Court4178BurharCivil Court6179JaisinghnagarCivil Court4180ShajapurDistrict & Session's Court11181ShujalpurCivil Court6182AgarCivil Court5	173	Ghansaur	Civil Court	1
176ShahdolDistrict & Session's Court10177BeohariCivil Court4178BurharCivil Court6179JaisinghnagarCivil Court4180ShajapurDistrict & Session's Court11181ShujalpurCivil Court6182AgarCivil Court5	174	Kewlari	Civil Court 1	
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179JaisinghnagarCivil Court4180ShajapurDistrict & Session's Court11181ShujalpurCivil Court6182AgarCivil Court5	177	Beohari	Civil Court	4
180 Shajapur District & Session's Court 11 181 Shujalpur Civil Court 6 182 Agar Civil Court 5	178	Burhar	Civil Court	6
181 Shujalpur Civil Court 6 182 Agar Civil Court 5	179	Jaisinghnagar	Civil Court 4	
182 Agar Civil Court 5	180	Shajapur	District & Session's Court 11	
	181	Shujalpur	Civil Court	6
183 Nalkheda Civil Court 1	182	Agar	Civil Court	5
	183	Nalkheda	Civil Court	1

GRAND TOTAL		Approx 1363	
216	216 Sironj Civil Court 3		3
215	Lateri	Civil Court	3
214	Kurwai	Civil Court	3
213	Basoda	Civil Court	8
212	Vidisha	District & Session's Court	14
211	Manpur	Civil Court	1
210	Birsinghpur-Pali	Civil Court	2
209	Umaria	District & Session's Court	6
208	Tarana	Civil Court	4
207	Nagda	Civil Court	6
206	Mahidpur	Civil Court	4
205	Khachraud	Civil Court	2
204	Badnagar	Civil Court	5
203	Ujjain	District & Session's Court	25
202	Orchha	Civil Court	2
201	Niwari	Civil Court	6
200	Jatara	Civil Court	5
199	Tikamgarh	District & Session's Court	14
198	Waidhan	Civil Court	12
197	Deosar	District & Session's Court	4
196	Rampur-Naikin	Civil Court	2
195	Majholi	Civil Court	2
194	Churhat	Civil Court	3
193	Sidhi	District & Session's Court	12
192	Pohari	Civil Court	1
191	Pichhore	Civil Court	4
190	Kolaras	Civil Court	2
189	Khaniyadhana	Civil Court 1	
188	Karera	Civil Court	6
187	Shivpuri	District & Session's Court	13
186	Vijaypur	Civil Court 3	
185	Sheopur	District & Session's Court	6
184	Susner	Civil Court	2

FORMAT FOR PRE-BID QURIES

Query No.	RFP Reference (Section No. /Page No.)	Content of RFP Requiring Clarification	Query of the bidder / remarks of the bidder	
	Name of bidder (M/s)			