

HIGH COURT OF MADHYA PRADESH, JABALPUR

Ref. No. Reg(IT)(SA)/2022/1152

Dated: **09-09-2022**



**Bid Document for
Comprehensive Annual Maintenance Contract of CCTV
Equipments installed at District & Sessions Court, Ujjain & Katni
in the State of Madhya Pradesh.**

Note:- This document contains total 37 pages including cover. No change and modification in the document by the bidder is permissible.

TABLE OF CONTENTS

Section	Particulars	Page No.
1.	NOTICE INVITING E-TENDER	3-4
2.	INSTRUCTIONS TO BIDDERS	5-14
3.	GENERAL CONDITIONS OF THE CONTRACT (GCC)	15-18
4.	SPECIAL CONDITIONS OF THE CONTRACT (SCC)	19-21
5.	SCOPE OF WORK	22-24
6.	DUTIES & RESPONSIBLTIES AND CCTV EQUIPMENTS THAT IS TO BE BROUGHT UNDER MAINTENANCE CONTRACT	25-28
7.	FORMATS TO BE USED FOR SUBMISSION OF PROPOSAL	29-35
8.	CERTIFICATES	36
9.	TERMS AND CONDITIONS FOR E-TENDERING	37

SECTION – I

NOTICE INVITING E-TENDERS

Ref No. Reg(IT)(SA)/2022/1152

Dated: 09-09-2022

Sealed tenders are invited for the Comprehensive Annual Maintenance Contract of Comprehensive Annual Maintenance Contract of CCTV Equipments installed at District & Sessions Court, Ujjain & Katni in the State of Madhya Pradesh from Manufacturing Companies (OEM), reputed Vendors/Dealers, registered, bonafide, experienced and eligible firms who have executed similar nature of annual maintenance contract work in Government Ministries/ Departments, Semi-Government organizations including Public Sector Undertakings and reputed private organizations and satisfying all other terms and conditions in this tender document.

S. No.	Estimated project cost (in Rs.)	Online EMD (in Rs.)	Cost of Online Tender Document (in Rs.)	Last Date / Time of online tender Submission (mandatory)	Last Date/ Time of tender submission in hardcopy (mandatory)	Date and Time of Opening of Technical Bid (online/ hardcopy)	Duration of maintenance contract
1.	Rs.60 Lakh	Rs.1,30,000 /-	Rs.10,000 /-	12 th October, 2022 before 06:00 P.M.	13 th October, 2022 before 05:00 P.M.	14 th October, 2022 at 11:00 A.M.	01 years from the date of contract / agreement

1. Tender documents may be viewed or purchased online by interested and eligible bidders from the website www.mptenders.gov.in after paying Tender fee of Rs.10,000/- and Processing Fee, as applicable. The tender document is also available in website <http://www.mphc.gov.in> for reference.
2. Bidders can submit its tender online at www.mptenders.gov.in on or before the key dates given above. The physical copy of the technical bid must be submitted at the address below latest by **13th October, 2022 before 05:00 P.M.**
3. All further notifications/amendments, if any shall be posted on www.mptenders.gov.in and www.mphc.gov.in only. No separate communication shall be made with individual Bidders.
4. **The financial bids are to be submitted only online and no hard copy of financial sheet to be submitted along with the bid.**

All other terms and conditions for submission of tender are contained in this document. If the date of submitting/opening of the Bid is declared as holiday then the bids shall be submitted / opened on next working day.

The Registrar General, High Court of Madhya Pradesh, Jabalpur (M.P.) reserves the right to accept or reject any or all bids without assigning any reason thereof.

Address for communication:-

Registrar General,

High Court of Madhya Pradesh, Jabalpur (M.P.)

Email: regithcjbpm@mp.gov.in and mphc@nic.in,

Landline: 0761-2623358

Section – II

2. INSTRUCTIONS TO BIDDERS:-

2.1 DEFINITIONS:-

- a) **“The Employer”** means the "Registrar General, High Court of Madhya Pradesh, Jabalpur."
- b) **“The Bidder”** means a firm which participates in the tender and submits its proposal.
- c) **“Successful Bidder”** means the Bidder, who, after the complete evaluation process, gets the Letter of Award. The Successful Bidder shall be deemed as “Contractor” appearing anywhere in the document.
- d) **“The Letter of Award”** means the issue of a signed letter by the Employer of its intention to award the work mentioning the total Contract Value. The timeline for delivery of products and services will start from the date of issue of Letter of Award.
- e) **“The Contract”** means the agreement entered into between the Employer and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- f) **“The Contractor”** means the individual or firm or OEM providing the maintenance Services under the Contract.
- g) **“The Contract Price”** means the price payable to the Successful Bidder under the Letter of Award for the full and proper performance of its contractual obligations. The Contract Price shall be deemed as **“Contract Value”** appearing anywhere in the document.
- h) **“Services”** means System Integration, comprehensive maintenance services of the CCTV Equipments & peripherals installed at District Courts in the State of Madhya Pradesh.
- i) **“NIT”** is the Notice Inviting Tender. It is essentially the Press Notification of the Tender.
- j) **“OEM”** - means Original Equipment Manufacturer and/or Original Software Developer.

- k) This tender is subject to availability of Funds / Budget with the High Court/ District Courts.

2.2 BID DOCUMENT:-

- 2.2.1 The process and procedures of bidding and the various terms and conditions of this tender are provided in the Bid Document.

The Bid Documents include:-

- i. Section I Notice Inviting Tender
- ii. Section II Instructions to Bidders
- iii. Section III General Conditions of Contract
- iv. Section IV Special Conditions of Contract
- v. Section V Scope of work
- vi. Section VI Duties and Responsibilities and CCTV Equipments that is to be brought under maintenance contract.
- vii. Section VII Formats for Submission of Proposals
- viii. Section VIII Certificates
- ix. Section IX Terms and Conditions for e-Tendering.

- 2.2.2 The Bidder should carefully read all the instructions, terms and conditions, specifications and various forms that are provided in the Bid Document. The tender may be rejected if any or all of the information asked for in this document are not furnished along with the tender or if the tender is not responsive.

2.3 AMENDMENT OF BID DOCUMENT:-

At any time, prior to the date of submission of Bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments by issuing **Corrigendum / Addendum** in the website of the High Court and Government e-Procurement portal.

2.4 COST OF BIDDING:-

The Bidder has to bear all the costs associated with the preparation and submission of the bid. The employer in no case shall be responsible or liable for any of the costs, regardless of the conduct or outcome of the bidding process.

2.5 TENDE FEE AND EARNEST MONEY DEPOSIT (EMD):-

2.5.1 The proposal should be submitted along with **only online** application fee of **Rs.10,000/- (Rupees Ten Thousand only)** and Earnest Money Deposit (EMD) of **Rs.1,30,000/- (Rupees One Lakh Thirty Thousand only)** in the form of **online mode** through e-procurement tender portal **www.mptenders.gov.in** valid for the period of 6 month 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 employer and has furnished the required Performance Guarantee.

2.5.3 The EMD will be forfeited:

(i) If a Bidder withdraws its bid during the period of bid validity.

Or

(ii) If the Bidder fails to accept the Employer's corrections of arithmetic errors in the Bidder's bid (if any),

Or

(iii) If the Successful Bidder fails to sign the contract agreement with the employer,

Or

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

2.6 BID PRICES:-

The Bidder shall give the pricing as individual and as a total composite price inclusive of all levies & taxes i.e. Goods and Service Tax, packing, forwarding, freight and insurance etc. On introduction of new Tax / levies the price / rates of the contract shall change accordingly.

2.7 DISCOUNTS:-

The Bidders are informed that discount, if any, should be included in the total price.

2.8 BID VALIDITY:-

The bids shall remain valid for the period of **180 days** from the last date of submission of the tender document.

2.9 ONLY ONE BID PER PARTY:-

Each bidder is permitted to submit **ONLY ONE BID**. In case it is found that any party has submitted more than one bid for the subject work(s) in any of the above capacities, all bids so submitted shall be summarily rejected and the EMPLOYER shall not entertain any further request/ correspondence in this matter.

2.10 SUBMISSION OF PROPOSALS:-

2.10.1 All proposals shall have to be submitted **ONLY in HARD BOUND (Hard bound implies such binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document)** form with all pages sequentially numbered either at the top or at the bottom right corner of each page. It should also have an index giving page wise information of above documents. Incomplete proposal or those received without hard bound will summarily be rejected. **All the Pages and Papers are to be signed and sealed by the authorized signatory.**

2.10.2 The Bidders are required to fill up and submit the **Section VII** documents (**Online Only**) with their proposals.

2.10.3 The proposals shall be submitted in three parts, viz.

- (a) **Envelope-1:** Containing details of online tender application fee of **Rs.10,000/-** (Rupees Ten Thousand only) & copy of EMD of **Rs.1,30,000/-** (Rupees One Lakh Thirty Thousand Only). The envelope should be super scribed as **“Envelope 1- Online EMD & Online Application FEE”** at the top left corner of the envelope.
- (b) **Envelope-2:** Pre-qualification Proposal and Technical Proposal super scribed as **“Envelope 2 – Pre-qualification and Technical Proposal”** (Containing duly signed PRE-QUALIFICATION PROPOSAL SUBMISSION FORM as prescribed in tender, Other required Prequalification documents, clause-by-clause compliance to the tender document. In the technical proposal, there should not be any indication about the prices (printed or otherwise) of any of the services offered. **The copy of tender document duly signed by authorized signatory.**
- (c) **The financial bids are to be submitted only online and no hard copy to be submitted along with the bid.**

2.10.4 All the sealed envelopes should again be placed in a **single sealed cover** super scribed as “Tenders for Comprehensive Annual Maintenance Contract of CCTV Equipments installed at District & Sessions Court, Ujjain & Katni in the State of Madhya Pradesh. Bid from: M/s -----” **“NOT TO BE OPENED BEFORE 14th October, 2022 AT 11:00 A.M.”**, which will be received and time mentioned in the Schedule of Events. The Bid is to be submitted to the **“Inward / Receipt Section, High Court of M.P., Jabalpur”**.

2.10.5 The Bids and all correspondence and documents relating to the bids, shall be written in **English language**.

2.11 LATE BIDS:-

Any bid received by the Employer after the time and date for receipt of bids prescribed by the Employer in the tender may be rejected and returned unopened to the Bidder.

2.12 MODIFICATION AND WITHDRAWAL OF BIDS:-

2.12.1 The Bidder is allowed to withdraw its submitted bid any time prior to the last date prescribed for receipt of bids, by giving a written notice to the Employer.

2.12.2 Subsequent to the last date for receipt of bids, no modification/ withdrawal of bids shall be allowed.

2.12.3 The Bidders cannot withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid. Such withdrawal may result in the forfeiture of its EMD from the Bidder.

2.13 LOCAL CONDITIONS:-

2.13.1 Each Bidder is expected to fully get acquainted with the **local conditions and factors**, which would have any effect on the performance of the contract and /or the cost.

2.13.2 The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of Letter of Award as described in the bidding documents. The Employer shall not entertain any request for clarification from the Bidder regarding such local conditions.

2.14 CONTACTING THE EMPLOYER:-

Any effort by a Bidder influencing the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

2.15 ELIGIBILITY/ PRE-QUALIFICATION CRITERIA:-

Bidders that meet **ALL** of the following pre-qualification criteria need only apply.

2.15.1 Average Annual Financial turnover of the bidder during the last 3 years, ending 31st March of previous financial year i.e. 2020-2021 should be at least **Rs. One Crore** in the field of annual maintenance of the CCTV Equipments / similar IT equipments and peripherals.

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

2.15.2 Experience in comprehensive annual maintenance of CCTV Equipments /similar IT equipments / peripherals during last 5 years ending last day of month previous to the month of publication of this tender should be following:-

Similar works mean: Comprehensive annual maintenance of CCTV Equipments / maintenance of similar IT equipments / peripherals.

2.16 Eligibility Criteria:-

2.16.1 The bidder applying should possess valid Income Tax PAN No. GST registration details. The Agency should have a minimum experience of 05 years in providing Maintenance Services of CCTV Equipments / similar IT equipments/ peripherals in Central Government/State Government Departments/ Public Sector Undertakings/ Autonomous Bodies and reputed private organizations.

2.16.3 The Tenderer must have an average annual financial turnover of Rs. One Crore during the last three financial years in the field of CCTV Equipments /similar IT equipments/ maintenance Services. Copies of the following documents should be submitted along with the Bid.

1. GST Registration details.

2. Income Tax PAN No.
3. Income Tax Return for the last three financial years.
4. Latest GST Return.
5. Document regarding experience of 5 years in providing annual maintenance service of CCTV Equipments /similar IT equipments/ peripherals in Central Government/State Government /Public Sector Undertakings/Autonomous Bodies and reputed Private organizations.
6. The copy of online Earnest Money Deposit (EMD) of Rs.1,30,000/- (Rupees One Lakh Thirty Thousand only) through tender portal **www.mptenders.gov.in** in favour of "Registrar General, High Court of Madhya Pradesh, Jabalpur valid for the period of six month.
7. Online Tender fees of Rs.10,000/- (Rupees Ten Thousand only).

2.17 SCHEDULE OF EVENTS:-

The tentative date for the schedule of key events of this tender is given as under:-

Sl. No.	Events	Date
01	Pre-bid meeting.	22 nd September, 2022 at 11:30 A.M. at High Court of Madhya Pradesh, Jabalpur.
02	Last date and time of online tender submission (mandatory).	12 th October, 2022 before 06:00 P.M.
03	Last date and time of hardcopy tender submission (mandatory).	13 th October, 2022 before 05:00 P.M.
04	Date and time of opening of technical bids.	14 th October, 2022 at 11:00 A.M.
05	Date and time of opening of the price/financial bids.	Date and time shall be communicated to all the qualified bidders.

2.18 OPENING OF PROPOSAL:-

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

2.19 EVALUATION:-

- 2.19.1 The employer reserves the right to modify the evaluation process at any time during the tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

2.19.2 Any time during the process of evaluation, the Employer may seek for clarifications from any or all Bidders.

2.19.3 The tender is invited under **two bid system** i.e. Technical Bid and **Online** Financial Bid. The interested bidder are advised to submit envelopes as mentioned above under clause 2.10.3

Phase-1: Online Application Fee & Online EMD: First, the envelope containing copy of 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 Pre-qualification Criteria. These documents will be scrutinized along with the Technical Proposal in this phase of evaluation. Those bidders who do not fulfill the terms and conditions of Pre-qualification Criteria as specified in this tender or whose Technical Proposal is non-responsive will not be eligible for further communication. Technical Proposals of the Bidders would be evaluated for the clause-by-clause compliance of the bid specifications as mentioned in the Bid document. Evaluation of Prequalification and Technical Proposal by Registrar General, High Court of Madhya Pradesh shall not be questioned by any of the Bidders. The Employer reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time during evaluation process. The proposals shall be opened in presence of their authorized representatives who wish to attend the bid opening process.

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

The Commercial Proposal Evaluation will be based on the "individual cost", which would be the total payouts including all taxes, duties and levies.

2.20 DECIDING AWARD OF CONTRACT:-

2.20.1 The Employer reserves the right to ask for a **technical elaboration/clarification** in the form of presentation from the Bidder on the already submitted Technical Proposal at any

point of time before opening or after opening of the proposal. The Bidder has to present the required information to the Registrar General, High Court of Madhya Pradesh and its appointed representative on the date asked for, at no cost to the Employer.

2.20.2 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words and figures, the amount mentioned in words will prevail.

2.20.3 The Employer will notify the Successful Bidder on its intention to award the work through “**Work Order**” mentioning the total Contract Value. The timeline for services will start from the date of issue of Work Order / Letter of Award.

2.20.4 The Employer will subsequently send the Successful Bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

2.20.5 As soon as practically possible, following receipt of the Form of Contract Agreement, the successful Bidder shall sign and date the Form of Contract Agreement and return it to the Employer. This is deemed as the “Contract” or “Contract Agreement” defined elsewhere in this tender document.

2.21 GENERAL INSTRUCTIONS TO THE BIDDERS:-

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

2.21.2 Successful bidder must ensure his establishment and service center in the State of Madhya Pradesh for services and support.

2.21.3 Canvassing in any form will lead to disqualification of the bid.

2.22 CONFIDENTIALITY:-

2.22.1 The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidder shall note that the confidential information will be used only for the purposes of

this tender and shall not be disclosed to any third party for any reason whatsoever.

2.22.2 As used herein, the term “**Confidential Information**” means any written information, including without intimation, information created by or for the other party, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

2.22.3 At all times during the performance of the Services, the Bidder shall abide by all applicable High Court of Madhya Pradesh security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

2.22.4 The Bidder should not disclose to any other party and keep confidential the terms and conditions of this tender, any amendment hereof, and any Attachment or Annexure hereof.

2.22.5 The obligations of confidentiality under this section shall survive rejection/termination/expiry of the contract for the period of one year.

SECTION – III

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

3.1 GENERAL:-

The comprehensive maintenance services of the CCTV Equipments & peripherals items conform to the terms and conditions of the tender document.

3.2 PERFORMANCE GUARANTEE (SECURITY DEPOSIT):-

3.2.1 The Successful Bidder will be required to furnish performance guarantee in the form of unconditional Bank Guarantee issued by a Nationalized / Scheduled Bank in India equivalent to 3% of the Contract Value valid for a period of **14 months** within 30 days from the date of issue of **Work Order**.

3.2.2 BANK GUARANTEE:-

The Bank Guarantee issued by following banks would be accepted. SBI or its subsidiaries, any Indian Nationalized Bank/Scheduled Bank, Export Import Bank of India, a Foreign Bank (issued by a branch outside India) with counter guarantee from SBI or its subsidiaries or any Indian Nationalized Bank, and any scheduled commercial bank approved by RBI having a net worth of not less than Rs.500 Crores as per the latest annual report of the bank.

3.2.3 The Performance Guarantee shall be as per the format approved by the Registrar General, High Court of M.P., Jabalpur.

3.2.4 The Performance Guarantee shall be payable to the Employer as a compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract. The Employer will discharge the Performance Guarantee after completion of the Bidder's performance obligations, including any warranty obligations, under the contract.

3.3 PAYMENT TERMS:-

3.3.1. **Payments will be made in Indian Rupees only. The bills on quarterly basis are to be submitted by the contractor to the District Court for release of payment.**

3.3.2. The bills in triplicate for the maintenance services prepared on the basis of rates will have to be submitted in favour of Principal District and Sessions Judges of respective District

Courts for effecting payment. No advance payment shall be made for the services.

- 3.3.3. **The satisfactory report of CCTV Equipments maintenance and services from District Court to be submitted along with the bill on quarterly basis.**

3.4 RATES & PRICES:-

The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to adjustment. The rates shall be valid for the period of one year from the date of agreement. **However, in case of introduction of new taxes / levies the rate may change in same proportionate.**

3.5 EMPLOYER'S RIGHTS:-

- 3.5.1 The Employer reserves the right to make changes within the **"Scope of Work"** and Contract.

- 3.5.2 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of employer's action.

3.6 TERMINATION:-

- 3.6.1 Termination on expiry of the contract: The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the Registrar General, High Court of Madhya Pradesh has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.
- 3.6.2 Termination on account of Force Majeure: Either party shall have the right to terminate the Contract on account of Force Majeure.
- 3.6.3 Termination on account of insolvency: In the event the Successful Bidder at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Registrar General, High Court of Madhya Pradesh shall, by a notice in writing have the right to terminate the Contract and all the Successful Bidder's rights and privileges hereunder, shall stand terminated forthwith.

- 3.6.4 Termination for breach of contract: A breach by the Successful Bidder of its obligations hereunder and such breach not being rectified by the Successful Bidder within 30 days of receipt of the Employer's notice intimating such breach. Upon termination, the Successful Bidder shall surrender all the data and materials belonging to the Employer.
- 3.6.5 Termination for delay: Successful Bidder shall be required to perform all activities/services as per the tender document. If the Successful Bidder fails to do so, the Contract may be terminated by the Registrar General, High Court of Madhya Pradesh by giving 30 days written notice unless the Registrar General, High Court of Madhya Pradesh has extended the period with levy of Liquidated Damages / penalty, as per conditions of the tender.
- 3.6.6 The Registrar General, High Court of Madhya Pradesh may at any time terminate the Contract by giving **30 days** notice without assigning any reason.
- 3.6.7 Consequences of termination: In all cases of termination herein set forth, the obligation of the Registrar General, High Court of Madhya Pradesh to pay shall be limited to the period upto the date of effective termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or forbearance after such termination.
- 3.6.8 In case of termination of Contract herein conditions of the tender document the Contractor shall be put on holiday *[i.e. neither any enquiry will be issued to the party by the Registrar General, High Court of Madhya Pradesh against any type of tender nor their offer will be considered by the Registrar General, High Court of Madhya Pradesh against any ongoing tender(s) where contract between the Registrar General, High Court of Madhya Pradesh and that particular Contractor (as a bidder) has not been finalized]* for **two years** from the date of termination by the Registrar General, High Court of Madhya Pradesh to such Contractor.

3.7 ARBITRATION:-

In the event of any dispute or difference arising out or touching upon any of the terms and conditions of this contract and / or in relation to the implementation or interpretation hereof, the same shall be resolved initially by mutual discussion and conciliation but in the event of failure thereof,

the same shall be referred to the Registrar General, High Court of Madhya Pradesh or his nominee and the decision of the Arbitrator shall be final and binding upon the parties. The sole arbitrator will be appointed by Hon'ble the Chief Justice, High Court of M.P. The arbitration shall be in Jabalpur and the Arbitrator shall give his award in accordance with "***The Arbitration and Conciliation Act, 1996***".

3.8 GOVERNING LAWS AND JURISDICTION:-

The Agreement shall be governed by the laws in force in India. Any dispute arising in relation to the Agreement shall be subject to the jurisdiction of the courts at Jabalpur.

3.9 FORCE MAJEURE:-

3.9.1 Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, Acts of God or any governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.

3.9.2 If a Force Majeure arises, the Bidder shall promptly notify the Registrar General, High Court of Madhya Pradesh in writing of such condition and the cause thereof. Unless otherwise directed by the Registrar General, High Court of Madhya Pradesh the Bidder shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

Section – IV

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

4.1 GENERAL:-

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

4.2 CCTV EQUIPMENTS AND OTHER SUPPORTING IT EQUIPMENTS / SOFTWARE:-

4.2.1 All CCTV Equipments and peripherals are to be maintained as per scope of work.

4.2.2 All the necessary CCTV Equipments inventory that are required for the replacement of the hardware parts covered under maintenance contract to be maintained at District Court level, so that no delay will be there for the maintenance of the equipments.

4.2.3 All the necessary CCTV Equipments that is required for the replacement of the hardware parts to be maintained at District Court level.

4.2.4 **The inventory in sufficient quantities is to be maintained by the contractor for easy part replacement without any delay.**

4.3 CONSIGNEE AND SECURITY OF MATERIAL:-

Security of all material at the site where the work is in progress shall be the contractor’s responsibility. In the event of any loss the contractor shall be responsible for the same.

4.4 Other terms and conditions:-

4.4.1 The Registrar General, High Court of Madhya Pradesh, Jabalpur has the right of accepting or rejecting any or all tenders without specifying any reason(s) thereof. The Registrar General is under no obligation to accept the lowest tender.

4.4.2 There is no obligation on the part of the Registrar General, High Court of Madhya Pradesh to inform the unsuccessful Tenderer of the outcome of the Tender process and reasons for rejection of tender.

- 4.4.3 Payment of contractual value, in appropriate proportion, shall be released every quarter (3 months) based on the performance and services of the contracting firm. The performance of the vendor to be satisfactory at the location where CCTV Equipments are installed/ working.
- 4.4.4 It shall be mandatory on contractor to conduct routine checkup to maintain all the CCTV Equipments and other Peripherals in perfect working condition and to submit the routine checkup reports on **every six month to the Principal District Judge of respective District Courts.**
- 4.4.5 In case of pecuniary loss suffered by any of the users /beneficiaries of District Court and attributed to the Contractor, the Registrar General, High Court of Madhya Pradesh will have the right to forfeit the Security Deposit and in case the Security Deposit falls short to match the pecuniary loss being insufficient, such balance will be recovered from the payments due to the Contractor.
- 4.4.6 Rates offered in the tender will not be enhanced during the period of contract. However on introduction of new taxes / levies and / or duties the rates may change in same proportionate.
- 4.4.7 The rates finally approved/accepted by the High Court of Madhya Pradesh, Jabalpur shall be valid for the whole of the contract tenure.
- 4.4.8 Under no circumstances, the successful firm appoints any sub-contractor or sub-leases the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice.
- 4.4.9 The successful tenderer will be required to furnish security deposit amounting to **3% of the contractual value within 30 days from the date of letter of acceptance of tender/work order and issue of letter of acceptance/Intent.** The security deposit shall be in the form of FDR through any nationalized bank/scheduled Bank in favour of the **Registrar General, High Court of Madhya Pradesh, Jabalpur or unconditional Bank Guarantee of any Nationalized Bank / Scheduled Bank of equal amount.** The security deposit money / unconditional Bank Guarantee will be refundable only after the expiry of the contract. The security deposit will be forfeited if during the period of contract vendor services are found to be unsatisfactory in any respect.
- 4.4.10 The contract can be terminated by the Registrar General High Court of Madhya Pradesh, Jabalpur at any time without

assigning any reason if the work of the contractor is found unsatisfactory. In this respect, the decision of the Registrar General, High Court of Madhya Pradesh, Jabalpur will be final and binding on the contractor. The Registrar General, High Court of Madhya Pradesh, Jabalpur reserves the right to accept or reject any bid in whole or in part without assigning any reasons thereof.

- 4.4.11 The job carried out shall be to the satisfaction of the Registrar General, High Court of Madhya Pradesh, Jabalpur after getting satisfactory report from the concerned District Court failing which deductions @ 10% of the total bill shall be made. Depending upon the severity of negligence, the Registrar General, High Court of Madhya Pradesh reserves the right to **blacklist the agency for a suitable period or from further participation in any of the jobs to be done for the High Court of Madhya Pradesh, Jabalpur.** The decision of the Registrar General of the High Court of Madhya Pradesh shall be final and binding on the firm/agency.
- 4.4.12 Premature withdrawal of the tender by the tenderer shall make him liable for forfeiture of the earnest money.
- 4.4.13 **All the pages of the tender document should be serially numbered and duly stamped and signed by bidder.**
- 4.4.14 The Registrar General, High Court of Madhya Pradesh reserves right to increase or decrease the number of CCTV Equipments and other peripherals at its discretion under the maintenance contract.
- 4.4.15 The register of surprise/routine checks shall be maintained by the contractor which shall also be inspected by respective Officers of the High Court/ District Courts.
- 4.4.16 The Registrar General High Court of Madhya Pradesh, Jabalpur reserves the right to review the performance whenever so desires, and also to terminate the contract at any point of time during the tenure of the contract in case the performance and the service rendered by the contracting firm is found to be unsatisfactory. The decision of the Registrar General shall be binding on the Contractor. Contract can also be terminated at any point of time by giving 30 days notice period.
- 4.4.17 The Registrar General, High Court of Madhya Pradesh, Jabalpur reserves the right to vary, amend or alter any terms and conditions of the tender document at the time of execution of the Maintenance Contract.

Section - V

5. SCOPE OF WORK:-

- 5.1 The place of performance will be District and Sessions Court Ujjain and Katni in the State of Madhya Pradesh.
- 5.2 It will be duty of the Contractor to have the credentials of the Service Engineers **verified and certified**.
- 5.3 Any other work of similar nature assigned by the Registrar General, High Court of Madhya Pradesh, Jabalpur.
- 5.4 Onsite preventive and corrective maintenance of CCTV Equipments & peripherals installed at District Courts Ujjain and Katni.
- 5.5 The maintenance contract will include necessary repairs to the installed CCTV Equipments & peripherals and replacement of defective/damaged parts, components and other *accessories* free of cost. Those equipments shall be brought under the contract which is in working condition and not damaged. The equipment which are physically damaged or brunt shall not be covered under the maintenance contract.
- 5.6 Maintaining daily log file of all the complaints and its solution.
- 5.7 The contractor to look after all types of problems which are faced by the end-users of the District Courts for use of CCTV Equipments. The contractor has to look after all equipments and peripheral devices covered under maintenance contract. The network shall be looked by the technical team of the District Courts.
- 5.8 The contractor shall provide maintenance services through qualified experienced and competent service engineers.

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

- a. The service engineer responsible for maintenance should have expertise to cover all items of CCTV Equipments.
- b. To carry out preventive maintenance of CCTV Equipments & peripherals covered under this maintenance contract on every six month.

- c. To take all necessary steps to make CCTV Equipments functional all the time.

5.11 INSTALLATION PRACTICE AND METHOD OF WORK:-

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

5.12 SERVICE LEVEL REQUIREMENTS – SLA:-

5.12.1 Service Hours:-

The Service window for all the equipments would be 9:00 AM to 06:00 P.M. from Monday to Saturday, excluding National Holidays.

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

- (a) MTTR is defined as the arithmetic average of the time taken to attend to resolve the issues logged / problem over a defined period of time.
- (b) The Severity Levels for measuring MTTR are provided in the following table:

S. No.	Severity Level
1	High
2	Low

5.12.3 The various Service Level Requirements and related penalties for default are given below:-

Parameter	Details	Measurement Criteria	Penalties per day of delay / per fault / per occasion
Mean time to Resolve the problem (MTTR)	(i) Within 24 Hours from the call logging time – for all High Severity events	Calculation of fault duration per instance based on Fault Docket	(i) For High Severity events, Rs. 1000/- . (ii) For Low Severity events, Rs. 500/- . Delay will be counted in steps of one hour.
	(ii) Within 48		

	hours from the call logging time for all Low severity events		
--	--	--	--

5.12.3.1 The Successful Bidder needs to maintain the Service Levels as follows:

- (a) 99% of the times for the MTTR of High Severity Events
- (b) 95% of the times for the MTTR of Low Severity Events

5.12.3.2 The penalty will be applicable on per fault basis even if there is a commonality of fault at any point causing full or part failure of services.

5.12.3.3 After the expiry of contract, it shall be optional for Registrar General, High Court of Madhya Pradesh not to enter the contract further with the contractor. If Registrar General, High Court of Madhya Pradesh is not satisfied with the performance of the Contractor during Warranty it reserves the right to terminate the same during its currency, after **giving a notice** to the Contractor.

5.12.3.4 The Contractor has to maintain adequate spares for maintaining the SLA (Service Level Agreement) parameters as mentioned below. Any cost involved to meet the service level requirements specified above is to be borne by the Bidder.

5.12.3.5 In case the Service Level Requirements are violated continuously for the period of three months, the Employer reserves the right to terminate the Contract by giving a notice to the contractor.

5.12.3.6 **The preventive maintenance of all the installed CCTV Equipments / products covered under maintenance contract shall be carried out every 6 months during the contract period and the report is to be submitted to the respective Principal District and Sessions Judge of respective District Courts.**

Section – VI

6 Duties and responsibilities: -

- 6.1 The contractor should attend to all the complaints, irrespective of its nature.
- 6.2 Protection of equipments & maintaining all the equipments in perfect working condition. It means that while maintenance of the equipments, proper protection of the equipments is to be maintained by the vendor.
- 6.3 To attend the complaints without fail within the shortest possible time and to solve the complaints immediately, in no case shall exceed **48 Hour down time.**
- 6.4 To regularly update the antivirus system to avoid any loss of data (if required).
- 6.5 To replace all such parts which are damaged / malfunctioned and which cannot be repair to keep the CCTV Equipments in perfect working condition.
- 6.6 To use only genuine original spare parts of reputed firms/manufacturing company in the CCTV Equipments.
- 6.7 To maintain highest order of integrity, moral and social responsibility and decorum of the Courts.
- 6.8 The contractor shall ensure availability of all IT services in the District Courts.
- 6.9 The incident handling and service desk / help desk.
- 6.10 Identification of problem and root cause analysis.
- 6.11 All other duties and responsibility as assigned by the District Courts on time to time basis to the contractor.

The CCTV Equipments that is to be brought under maintenance contract for the period of 01 year installed at District and Sessions Court, Ujjain & Katni in the State of Madhya Pradesh.

A. INTEGRATED SURVEILLANCE PROJECT FOR UJJAIN DISTRICT COURT

Sr. No.	Name of Equipment	QTY	Model No.
	A. Field Equipment's		
1	Fixed IP 2 MP Indoor Camera along with IR and other as other Accessories as required for atleast 15 mtr coverage area with 32 GB Memory card	24	CP Plus-CP-UNC-VB20FL3-VMD
2	Fixed IP 2 MP outdoor Camera along with IR and other as other Accessories as required for atleast 50 meter coverage area with 32 GB Memory card	64	CP Plus-CP-UNC-TB20FL6-VMD
3	PTZ IP. 2MP. 30xOutdoor Camera along with Housing. IR Illuminator and other Access. As required	5	CP Plus-CP-UNP-F302IL15DA
4	Outdoor Utility Cabinet for field locations	4	CUSTOMIZED
5	UPS for Field equipment with battery	4	NUMERIC
6	Network Edge L2 switch for field locations	15	DLINK
7	Wall mount network rack	10	COMRACK
8	Poles for camera	4	CUSTOMIZED
	B. Control Room Equipment's		
9	Video Management Software	93	CP-PLUS KVMS PRO
10	Network video recorder for 64 cameras with minimum 320 Mbps throughout with 8 Port HDD slots	2	CP-PLUS-CP-UNR-4K564R8-V2
11	Network switch for control room	2	DLINK-DGS-1510-52
12	4TB HDD surveillance grade	8	SEAGATE
13	Desktops for Operators with 24" monitor	4	DELL-DELL PRECISION TOWER 3620
14	46" Industrial Monitor for 24 X 7 Application	4 set	GRAVITY
15	Control Room UPS - 5 KVA online	2 set	NUMERIC-HP MAX

16	Comfort Air Conditioning for court CCTV control room minimum 3 star rating	2	LG/ VOLTAS
17	Antivirus for control room Hardware	4	
	C. Manpower		
18	Technical Residence Engineer	1 Man year	For Operation and Maintenance
19	Operator -. (8hours Single shift)	2 Man year	For Operation and Maintenance

B. INTEGRATED SURVEILLANCE PROJECT FOR KATNI DISTRICT COURT)

Sr. No.	Name of Equipment	QTY	Model No.
A	B	C	D
	A. Field Equipment's		
1	Fixed IP 2 MP Indoor Camera along with IR and other as other Accessories as required for atleast 15 mtr coverage area with 32 GB Memory card	17	CP Plus-CP-UNC-VB20FL3-VMD
2	Fixed IP 2 MP outdoor Camera along with IR and other as other Accessories as required for atleast 50 meter coverage area with 32 GB Memory card	64	CP Plus-CP-UNC-TB20FL6-VMD
3	PTZ IP. 2MP. 30xOutdoor Camera along with Housing. IR Illuminator and other Access. As required	4	CP Plus-CP-UNP-F302IL15DA
4	Outdoor Utility Cabinet for field locations	4	CUSTOMIZED
5	UPS for Field equipment with battery	4	NUMERIC
6	Network Edge L2 switch for field locations	14	DLINK
7	Wall mount network rack	10	COMRACK
8	Poles for camera	4	CUSTOMIZED
	B. Control Room Equipment's		
9	Video Management Software	85	CP-PLUS KVMS PRO
10	Network video recorder for 64 cameras with minimum 320 Mbps throughout with 8 Port HDD slots	2	CP-PLUS-CP-UNR-4K564R8-V2
11	Network switch for control room	2	DLINK-DGS-1510-52
12	4TB HDD surveillance grade	8	SEAGATE

13	Desktops for Operators with 24" monitor	4	DELL-DELL PRECISION TOWER 3620
14	46" Industrial Monitor for 24 X 7 Application	4 set	GRAVITY
15	Control Room UPS - 5 KVA online	2 set	NUMERIC-HP MAX
16	Comfort Air Conditioning for court CCTV control room minimum 3 star rating	2	LG/ VOLTAS
17	Antivirus for control room Hardware	4	
	C. Manpower		
18	Technical Residence Engineer	1 Man year	For Operation and Maintenance
19	Operator (8hours Single shift)	2 Man years	For Operation and Maintenance

Section – VII

Price Bid (to be fill only in online mode)

Detail Break up of Cost

Name of the Bidder:-

S. No	Description	Job/Qty.	Amount	GST	Total Amount (all inclusive)
A	B	C	D	E	F= D+E
1.	AMC charges for District Court, Ujjain	1			
2.	AMC charges for District Court, Katni	1			
	Total (all inclusive) →				

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

FORM- PQ-1

**TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT OF CCTV EQUIPMENTS & PERIPHERALS**

Sl. No.	Description	Indicate also page number where the sheet attached
1.	Name, address & telephone number of the agency/firm	
2.	Name, designation, address & telephone number of authorized person	
3.	Please specify as to whether bidder is sole Proprietor/Partnership Firm/Private or Limited Company.	
4.	Name, address & telephone number of Directors/Partners, Fax No., e-mail address.	
5.	Copy of PAN Card issued by Income Tax Department and Copy of previous 3 Financial Year's Income Tax Return.	
6.	GST Registration No. (Please attach copy)	
7.	Latest GST Return (Please attach copy).	
8.	Annual Turnover during last 3 years: 2018-19 _____ 2019-20 _____ 2020-21 _____	
9.	Experience Certificates / details of minimum 5 years in providing services in Central Government/State Government/Public Sector Undertakings/ Autonomous Bodies and reputed private organization	
10.	Details of Online Bid Security/Online Earnest Money Deposit: (Rs. 1,30,000/-) a) Amount: b) Reference Number: c) Date:	
11.	Details of Online Tender Fees: (Rs. 10,000/-) a) Amount: b) Reference Number: c) Date:	
12.	Furnish the list of Engineers with Educational Qualifications who are working with the tenderer/bidder (enclosed separate sheet with complete details and duration / period from which this Engineers are working)	

FORM- PQ-2

BIDDER'S ANNUAL TURNOVER

_____ (Location)
_____ (Date)

From (Name & Address of the Auditor)

To

The Registrar General,
High Court of Madhya Pradesh,
Jabalpur (M.P.)

Ref.: _____

Sir ,

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

Sl. No.	Firm / Bidder	Year 2018-19	Year 2019-20	Year 2020-21
		Amount	Amount	Amount
1				

Yours Sincerely,
(Signature of Auditor)
Name of the Auditor:
Seal:

FORM- PQ-3

SIMILAR WORK EXPERIENCE

_____ (Location)
_____ (Date)

From (Name & Address of the Bidder)

_____ To,
_____ The Registrar General,
_____ High Court of Madhya Pradesh,
_____ Jabalpur (M.P.)

Subject:-Comprehensive annual maintenance contract of the CCTV Equipments & peripherals.

Ref.: _____

1. We hereby declare and confirm that we, _____ (Name of the Bidder), having registered office at _____ (address) have successfully executed following projects. We are providing the details given below: (Note: add rows as required).

Sl. No.	Name of the client / organization	Work Order (P.O) No. & Date	Project Contract Value	Details of CCTV Equipments/ Similar IT Equipments & peripherals covered under annual maintenance contract	No. of resident engineer deployed for the project	Brief Scope of Work	Whether the copies of the work orders / contracts from the client as required, is attached?	
							Yes/No	Pg. No. on the Proposal

Yours Sincerely,
(Signature of Authorized Signatory)
Name and Designation of the Authorized Signatory:
Name and address of the Bidder Company:
Seal:

Annexure - 1

Clause by Clause compliance statement on the terms and conditions of this document.

Sl. No.	Clause no.	Complied / Not complied

Annexure - 2

DEVIATION STATEMENT FORMAT

The Bidder is required to provide the details of the deviations of the tender clauses **(in any section of the tender)** in the following format.

Sl. No.	Section No.	Clause No	Clause Description	Non Compliance/ Partial Compliance	Remarks

PART – I
BID FORM (1 sheet)

Tender No. :

Date :

To,

**The Registrar General
High Court of M.P.,
Jabalpur (M.P.)**

Respected Sir,

1. Having examined the conditions of the contract and details in the tender document and annexure, the receipt of which is hereby duly acknowledged, we, undersigned, offer comprehensive maintenance contract of CCTV Equipments & peripherals for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. If our Bid is accepted, we will obtain the unconditional performance guarantees of a Nationalized/Scheduled Bank for a sum 3% of the purchase / contract value.
3. 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.
4. Until a formal Work Order of Contract is prepared and a contract is executed accordingly, this Bid together with your written acceptance thereof in your notification of award shall constitute a contract binding on us, subject to terms and conditions mentioned in the tender document.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
6. We understand that you are not bound to accept the lowest or any bid, you may receive and you may reject any bid without assigning reason therefore and you may vary, amend or alter any terms and conditions of the Tender Document at the time of execution of the Contract.

Dated this day of 2022

Name and Signature

In the capacity of

**Duly authorized to sign the bid
for and on behalf of**

Witness

Address

Signature

CERTIFICATES

WE CERTIFY THAT:

1. We will not LEAK / DISCLOSE any information of the High Court/ District Courts 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/ District Courts.
2. The rate of TAXES / DUTIES mentioned in the tender is in accordance with the provisions of the rules in all respects and the same is payable to the Authorities as per Law.
3. The comprehensive maintenance services of the CCTV Equipments & peripherals.
4. The information furnished by us in the tender are true and correct to the best of our knowledge and belief.
5. We have read and understood the rules, regulations, terms and conditions of tender as applicable from time to time and agree to abide by them.
6. We will meet 100% Confidentiality and Integrity of High Court and District Courts Database and Software.

Authorized Signatory

(Seal of the Company)

Terms and Conditions for e-Tendering

1. For participation in e-tendering module, it is mandatory for prospective bidders to get registration on website **www.mptenders.gov.in**. Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
2. Tender documents can be purchased *only online* on payment of tender fees and downloaded from website **www.mptenders.gov.in** by making online payment for the tender document fee.
3. Service and gateway charges shall be borne by the bidders.
4. Since the bidders are required to sign their bids online using class–III Digital Signature Certificate, they are advised to obtain the same at the earliest.
5. For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website **www.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.
6. If bidder is going first time for e-tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
7. Bidders are requested to visit our e-tendering website regularly for any clarification and / or due date extension.
8. Bidder must positively complete online e-tendering procedure at **www.mptenders.gov.in**
9. Department shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever.
10. For any type of clarification bidders can / visit **www.mptenders.gov.in**. For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001 002 ; 0120-4200 462 ; 0120-4001 005 ; 0120-6277 787 ; Technical - support-eproc@nic.in. Support timings: Monday to Saturday from 10:00 AM to 7:00 PM.
11. Interested bidders may attend the free training programme in Bhopal at their own cost. For further query please contact help desk.
12. The bidder who so ever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the authority letter as well as submit the copy of same in physical form with the offer of particular tender.
13. **The firms registered under NSIC and MSME (The vendor to be registered with both NSIC and MSME for claiming exemption of tender fees, otherwise the bid shall be rejected) are exempted for submission of tender fees only. But they have to submit valid EMD as per the tender requirement.**