

**HIGH COURT OF MADHYA PRADESH
JABALPUR
SHORT NOTICE E-TENDER**

No. Reg(IT)(SA)/2021/1040

Dated:26-07-2021



**Bid Document for
Supply, Installation and Rate Contract of Video Conferencing
Licenses/ Solution**

Note:- This document contains total **44 pages** including cover. No change and modification in the document by the bidder is permissible.

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Section – I
NOTICE INVITING TENDER

No. Reg(IT)(SA)/2021/1040

Dated:26-07-2021

The Registrar General, on behalf of High Court of Madhya Pradesh invites **e-tender / online tender** from experienced and reputed firms/organizations/ Original equipments manufacturer (OEM) for the **“Supply, Installation and Rate Contract of Video Conferencing Licenses/ Solution”**

S. No.	Estimated project cost (in rupees)	EMD (In Rupees)	Cost of online Tender Document (in Rs.)	Last Date / Time of online tender Submission	Last Date/ Time of tender submission in hardcopy	Date and Time of Opening of Technical Bid (online/ hardcopy)	Time for Completion of the work / project
1.	1,08,00,000/-	2,25,000/-	5,000/-	11 th August, 2021 before 06:00 PM	12 th August, 2021 before 05:00 PM	13 th August, 2021 at 11:00 AM	30 days

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.5,000/-** and Processing Fee, as applicable. The tender document is also available in website <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 **12th August, 2021 at 05:00 P.M.**
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:- regithcjbpm@mp.gov.in & copy to:- mphc@nic.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 software 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) **“Services”** means System Integration, Training and coordinating with the original equipment manufacturer (OEM)

for installation and system integration and maintenance for proper working of supplied software etc.

- 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 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

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 **only online** application fee of **Rs.5,000/- (Rupees Five Thousand only)** and Earnest Money Deposit (EMD) of **Rs.2,25,000/- (Rupees Two Lakh Twenty Five 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 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 with in 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 **180 days from 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) of Rs.2,25,000/- (Rupees Two Lakh Twenty Five Thousand only) 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 – 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 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 software offered.

2.10.4 All the sealed envelopes should again be placed in a **single sealed cover** superscribed as **“Supply, Installation and Rate Contract of Video Conferencing Licenses/ Solution”** bid from: **M/s -----** **“NOT TO BE OPENED BEFORE 11:00 A.M. on 13th August, 2021”**, which will be received as time mentioned in the Schedule of Events. The Bid is to be submitted to the **“Inward / Receipt Section of the 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.

2.10.6 **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. 2019-2020 should be at least Rs. 02 Crore in the field of IT / ICT.**

(ii) The OEM should be conducting business in India for last 3 years with established support and R & D centers.

2.16 SCHEDULE OF EVENTS:-

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

Sl. No.	Events	Date
1.	Last date and time of online submission of proposal (mandatory).	11 th August, 2021 before 06:00 P.M.
2.	Last date and time of submission of hardcopy of proposal (mandatory).	12 th August, 2021 before 05:00 P.M.
3.	Date and time of opening of the technical Bids	13 th August, 2021 at 11:00 A.M.
4.	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 & Online 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 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 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 and Rate Contract of Video Conferencing Licenses/ Solution.

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 software 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 **Successful bidder must ensure his establishment in India for post-installation services and support of the Software.**

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 two years.**

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 VC Licenses / Solution 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 10% of the Contract Value valid for a period of **24 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 support obligations, under the contract.

4.3 DELIVERY OF SOFTWARE AND RELATED DOCUMENTATION:-

4.3.1 Supply, Installation and Rate Contract of the Licenses/ Solution 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 Licenses/ Solution is supplied within the Implementation schedule mentioned in the tender document under Section V.

4.4 Support:-

4.4.1 The Bidder is required to provide online support **for 12 / 24 month from the date of activation/ installation for all supplied VC Licenses/ Solution.**

4.5 PAYMENT TERMS:-

4.5.1 For the Supply, Installation and Rate Contract of Video Conferencing Licenses/ Solution for the period of 12 / 24 months:-

Payments will be made in **Indian Rupees only**

4.5.1.1 **100%** of total price against Supply and Installation of Video Conferencing Licenses /Solution at the site after submitting the duly verified delivery challan of the site / locations certified by the Officer of High Court and District and Session Judge of District Courts and respective Officer of the High Court.

4.6 PRICES:-

4.6.1 The price of quoted software shall be valid for the period of **02 years** 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 two 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.

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/ Purchase Order.**

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 software 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 Software/ 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 Termination for breach of contract: A breach by the Successful Bidder of its obligations hereunder and such breach not being rectified by the Successful Bidder within 30 days of receipt of the Purchaser's notice intimating such breach. Upon termination, the Successful Bidder shall surrender all the data and materials belonging to the Purchaser.
- 4.11.5 Termination for delay: Successful Bidder shall be required to perform all activities/services as per tender document. If the Successful Bidder fails to do so, the Contract may be terminated by the Registrar General, High Court of Madhya Pradesh by giving 30 days written notice unless the Registrar General, High Court of Madhya Pradesh has extended the period with levy of Liquidated Damages, as per conditions of the tender.
- 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 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.
- 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 the Chief Justice, High Court of M.P. and the decision of the Arbitrator shall be final and binding on the parties. The arbitration shall be in Jabalpur and the Arbitrator shall give his award in accordance with "***The Arbitration and Conciliation Act, 1996***".

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 SOFTWARE:-

5.2.1 The VC Licenses/ Solution to be supplied shall conform to the relevant technical specifications as mentioned in **Section VII** of this document.

Section – VI

6. SCOPE OF WORK:-

6.1 The Registrar General, High Court of Madhya Pradesh Jabalpur is interested to assign the task for Supply, Installation and Rate Contract of Video Conferencing Licenses/ Solution and integration with the CMIS software of the High court and CIS software of the District courts.

6.2 SUPPLY:-

Supply, Installation and Rate Contract of Video Conferencing Licenses/ Solution for Judges of District Judiciary in the State of Madhya Pradesh.

6.3 INSTALLATION AND INTEGRATION:-

6.3.1 **Installation of software and integration with the CMIS software of the High court and CIS software of the District Courts.**

6.6.2 The Contractor and OEM shall have adequate Technical Support Center to meet the criteria for software restoration/ troubleshooting as mentioned in the Section-VI. The Contractor shall furnish the names, locations, complete postal address, telephone numbers and FAX numbers of Technical support Centers at the time of signing the Contract.

6.6.3 The Contractor and OEM 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 and OEM shall ensure that all the Technical support centers are manned by fully competent and responsible Engineers and are capable of attending complaints/ issues.

6.7 SERVICE LEVEL REQUIREMENTS – SLA:-

6.7.1 Service Hours:-

The Service window for all the software would be all days from 24 x 7 support.

6.7.2 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

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

Parameter	Details	Measurement Criteria	Penalties per day of delay / per complaint / per occasion/ issue
<i>Mean time to resolve (MTTR)</i>	<p>(i) Within 1 working Hours from the call logging time – for all High Severity events</p> <p>(ii) Within 2 working hours from the time of attending the problem for all Low severity events</p>	<p>Calculation of complaint / issues duration per instance based on Fault Docket</p>	<p>(i) For High Severity events, Rs.1000/-.</p> <p>(ii) For Low Severity events, Rs.500/- Delay will be counted in steps of one hour.</p>

- 6.7.4.1 The Successful Bidder needs to maintain the Service Levels as follows:
- (a) 99.99% of the times for the MTTR of High Severity Events
 - (b) 99% of the times for the MTTR of Low Severity Events
- 6.7.4.2 The penalty will be applicable on per complaint basis even if there is a commonality of complaint at any point causing full or part failure of services.
- 6.7.4.3 After the expiry of support, 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 support it reserves the right to terminate the same during its currency, after **giving a notice** to the Contractor.

Section – VII

7. TECHNICAL SPECIFICATIONS:-

The Video Conferencing Licenses/ Solution should be quoted with:-

- (i) *12 / 24 months comprehensive Onsite support.*
- (ii) Enclose all 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.)
- (iii) Back-to-Back support letter is to be submitted by OEM regarding support of their quoted products.

The detail of the Licenses/ Solution along with specifications is enumerated as given below:-

S. No	Particular	Minimum Specifications
01	<i>Supply, Installation and Rate Contract of Video Conferencing Licenses /Solution</i>	Specification-“A”

SPECIFICATION –“A”

SOFTWARE AS A SERVICE (SaaS) Model

S.No.	Features/ Specification	Complied by the Bidder (Yes/ No, to be filled by the bidder)
	Platform Capabilities & Scope of Work :-	
1	High Court of Madhya Pradesh emphasizes its desire for establishing for Web conferencing solutions delivered as Software-as-a-Service (SaaS MODEL) based Video conferencing Solution / Licenses which includes Webinars & Meetings capability from day 1.	
2	Offered solution should be Software Video only conferencing solution & not subsets or bundle with of larger offering.	
3	Solution should allow unlimited number of meetings without any time limit.	
4	Solution should be capable to allow up to 800 / 1000 participants, each can collaborate with two-way audio & video, chat, poll& content share within a single meeting with participants joining from PC, laptop, mobile devices like android/iOS over an app using 3G/4GBroadband/ILL and unlimited PSTN call for voice only (dial-in) meeting and also provide SIP and H.323 link for each host or meeting.	
5	Each session should support minimum 200 SIP or H.323 video conferencing codec.	
6	Each meeting must have SIP and H.323 details along with meeting number.	
7	The solution be an online, real-time collaboration tool with features like; public & private chat video, voice, audio, screen sharing, Document or presentation sharing, recording, etc., content annotation. The feature should be available on laptop, desktop, ios and android.	
8	Each host must have their always “ON” personal room, however host or co-host must have the right to allow or deny access.	
9	Bidder to offer highest tier of own license to ensure all	

	the features to be activated from day 1.	
10	Should have API's available and bidder must include connector license or equivalent (if any) from day 1.	
11	Solution should have polling, Q&A, record meeting session.	
12	The platform should provide centralised administration of licenses allowing legal hold to ensure that information needed during a litigation is not deleted by your retention policy.	
13	The solution shall have interoperability to add various Video endpoints to the meeting likewise: Hardware VC endpoints (H.323 & SIP), System/Laptop (O/s: Microsoft, Linux, MacOS) & Mobiles (Android or iOS).	
14	Solution should provide PSTN Local numbers availability in India & at-least 1 city in the state of Madhya Pradesh for join via PSTN. This- features should be available from day 1.	
15	In case of Attendee don't have smart phone, user must able to join from using number dialling over PSTN, this feature should be enable from day 1.	
16	Provision for NBR recording the meetings and downloading password protected meetings. The session should be recorded over web and exported to save locally or to NAS so that Court proceeding video library can be created.	
17	Must have API to download cloud recording.	
18	Customizable Personal Room link with Lobby/Waiting Room Function for Locked Meetings.	
19	The solution should allow to view minimum 25 participants on the desktop/PC screen in running session.	
20	The solution should work on minimum bandwidth in the range of 200kbps – 768kbps per participant. The quality of the video may vary depending the bandwidth available with the participant.	
21	The platform should have breakout rooms for any private audio conversation between the participants	
22	It should support 'Active talker or equivalent' functionality to indicate who is speaking.	
23	Inbuilt webinar functionality to live stream meetings to	

	Facebook / You-tube on Day1	
24	The platform should have a stage/advanced layout such that some of the key stakeholders during the meeting can be pinned on screen such that they are also visible during the meeting.	
25	No of participants visible in a grid on a desktop (25 with option to reduce or increase the grid from 2 , 4 , 9, 16 up to 25).	
26	No of participants visible in a grid on a mobile device (9).	
27	Meeting layouts (Focus View, Active Speaker, Grid layout, Stage Layout).	
28	Customized Layout (Yes).	
29	Hide non-video participants (Yes).	
30	Native support of external Video Conferencing SIP/H.323 device users like Poly, Cisco, LifeSize, Avaya, etc. (Yes (upto 200 devices can join) in a single meeting)	
31	Streaming Capability (Native Streaming. 1,00,000+ viewers (with live stream to either Social sites like FB, LinkedIn, twitter or with private Streamers like VBRick, Wowza or Kpoint).	
32	Record Meetings (Yes both cloud and Local)	
33	End to End encryptions(Yes)	
34	Noise Suppression & Reduction (Yes)	
35	Music-Mode Audio (Yes)	
36	Share Video File in meeting (Yes)	
37	Themes of Light & Dark mode (Yes)	
38	Chat only with host and not with others (Yes)	
39	In-Meeting Gestures (Yes)	
40	Hands-On Labs & Tests in-meeting (using training platform included Webx)	
41	Hand Gesture Controls (Yes)	
42	Moderated Mute - Only host can mute/ unmute participants (Yes)	
43	Virtual Background (Yes)	
44	Artificial Intelligence (Yes)	
45	Subtitles/Real-time Translations to Indian Languages (Yes, with add-on package)	
46	Toll Dial In from India Local Numbers (Local no. Indore)	

	Toll Available with at least 12 local landline numbers in India and included Unlimited Audio Dial in)	
47	Advanced Meeting Analytics and trouble shootings portal (Yes)	
48	Live Monitoring of Meetings (Yes)	
49	Customization requirement : <ul style="list-style-type: none"> ○ Solution should be provided with customized home page with logos of High Court of Madhya Pradesh. ○ The prime url should be on the name of High Court of Madhya Pradesh ○ Should support video features for interoperability with H.323 and SIP based video endpoints such H.264 AVC, SIP, Binary Floor Control Protocol (BFCP) H.323, Media protocol support: Real-Time Transfer Protocol (RTP), Secure RTP (sRTP), ○ To integrate the solution with CIS software. 	
50	<ul style="list-style-type: none"> ● Customize with existing CIS / CMIS:- <ul style="list-style-type: none"> ○ Present integration of CMIS of the High Court and CIS 3.2 software with video conferencing software as per requirement of the High Court. 	
51	<ul style="list-style-type: none"> ● Security <ul style="list-style-type: none"> ○ AES 128-bit or AES-256 bit encryption ○ The solution should be either end to end encrypted or have SSL encryption ○ PIN-protected access into personal rooms from video systems ○ Meeting lock and unlock for added privacy ○ SIP TLSv1.2 and H.235 for signalling security ○ sRTP for media security 	
52	<ul style="list-style-type: none"> ● Management & Analytic <ul style="list-style-type: none"> ○ Offer should have single pane of glass management portal that enables and provide below features not limited provision, administer and manage services ○ User provisioning 	

	<ul style="list-style-type: none"> ○ Reporting(downloadable reports) <ul style="list-style-type: none"> ▪ Audit – Logs of Changes done Administrator ▪ Long Term Historical reporting insight into data for user adoption and usage ▪ Usage Report - Detailed Meeting reports in terms of user, time span, by meeting details, no. & number of participants, etc ○ Detailed Analytic report to diagnose problems as they arise. ○ Detailed meeting diagnostics report for which include per attendee latency, jitter, packet loss (audio & video), LAN IP, Public IP, PSTN number (for Dial in user) etc. 	
53	Support Validity of license/subscription: 12 / 24 months from the date of activation.	
54	24/7 Global assistance with toll free & email support	
55	One single point of contract at High Court of Madhya Pradesh for day to day monitoring and support	
56	<p>Original equipment manufacturer / bidder Criteria:</p> <ul style="list-style-type: none"> • The product for meeting solutions should be in Gartners Leaders’ Quadrant for last 3 consecutive years. • The OEM should be conducting business in India for last 3 years with established support and R&D centres. • The bidder should be profitable for last 03 financial years • The product should have its own Technical Assistance Centre in India with 24x7 support. • The OEM/product should be ISO 9001 & 27001 certified. The relevant certificate in the name of the OEM should be submitted by the bidder. • The OEM should submit documentary evidence of having supplied the solution to atleast 3 Government institutions / organizations. • The OEM’s Cloud hosting the service must follow and be certified with SOC2 guidelines. 	

	<ul style="list-style-type: none">• The offered products and the OEMs of any of the offered products should not be under declaration of ineligibility for any cyber security or information security threat by any Sovereign Government.	
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Section – VIII

Detail Break up of Cost of Video Conferencing Licenses/Solution

Name of the Bidder:

S. No.	Item Description	Approximately number of licenses	Unit price per license	GST in INR	Total Price in INR (all inclusive)
1	2	3	4	5	6=3*(4+5)
1	Supply, Installation and Rate Contract of Video Conferencing Licenses /Solution (Specification –“A”) for 12 month period/license validity	1200			

- Note:-1.** *The Video Conferencing Licenses/ Solution to be quoted with 12 months validity and may be extended to further 12 months.*
- 2.** *There shall be buying of further 500 licenses within a period of one year.*
 - 3.** *The financial bids are to be submitted only online and no hard sheet/ copy is to be submitted along with the bid.*
 - 4.** *The number of licenses may increase or decrease depending upon the requirement of the High Court.*

Form: PQ-1

Techno-commercial Bid

S. No.	Description	Indicate also <u>page number</u> 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 17-18, 18-19 & 19-20.	
6.	The OEM/product should be ISO 9001 & 27001 certified. The relevant certificate in the name of the OEM should be submitted by the bidder.	
7.	GST Registration No. (Please attach copy).	
8.	Latest GST Return (Please attach copy of latest month GST return certificate).	
9.	The OEM should submit documentary evidence of having supplied the solution to atleast 3 Government institutions / organizations.	
10.	Online Bid Security/Earnest Money Deposit: a) Amount: Rs.2,25,000/- b) Reference No. : c) Date of issue:	
11.	Online Tender Fees details a) Amount: Rs.5,000/- b) Reference No. : c) Date of issue:	

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

Ref.: _____

Dear Sir/Madam,

We hereby certify that the average annual turnover of M/s.
_____ (name of the bidder) is not less than Rs. **02**
Crore during the last three financial years in the field of IT/ICT.

Sl No.	Firm	Year 2017-2018	Year 2018-2019	Year 2019-2020
		Amount	Amount	Amount
1.				

Yours Sincerely,

(Signature of Authorized Auditor)

Name of the Authorized Auditor:

Seal:

Form: PQ-3

WORK EXPERIENCE

_____ (Location)
_____ (Date)

From (Name & Address of the Bidder)

_____ To,

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

Subject: Supply, Installation and Rate Contract of Video Conferencing Licenses/ Solution.

Ref.: _____

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

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

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.

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 contract and specifications in the tender document and annexure, the receipt of which is hereby duly acknowledged, we, undersigned, offer to Supply, Installation and Rate Contract of Video Conferencing Licenses/ Solution 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 10% 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.
6. 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 2021

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 High Court of Madhya Pradesh to any other institutions/organizations, bodies and also in the market on the rates less than the prices quoted by us to the High Court.
2. The rate of TAXES / DUTIES mentioned in the tender is in accordance with the provisions of the rules in all respects and the same is payable to the Authorities.
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)