

HIGH COURT OF MADHYA PRADESH, JABALPUR

Ref No. Reg(IT)(SA)/2017/265

Dated:04.03.2017



Bid Document for

**Supply, Design, development and implementation of RFID System at the
High Court of Madhya Pradesh and Subordinate Courts.**

Note: This document contains total 63 pages including cover. No change and modification in the document by the bidder is permissible. The

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NOTICE INVITING TENDER

Ref No. Reg(IT)(SA)/2017/265

Dated:04.03.2017

The Registrar General, on behalf of High Court of Madhya Pradesh invites sealed tenders in two cover system from experienced and reputed firms/organizations for the Supply, development and implementation of RFID system in the High Court of Madhya Pradesh and Subordinate Courts.

Sl. No.	EMD (In Rs.)	Cost of Tender Document (in Rs.)	Last Date / Time of Submission	Date and Time of Opening of technical bid	Time for Completion of the Work
1.	2 Lakh	5000/-	10 th April, 2017 before 3:00 P.M.	10 th April, 2017 at 3:30 P.M.	3 Months

The complete tender document may be obtained in person or by authorized representative during office hours on normal working days on payment of non-refundable Tender Document fee of Rs. 5,000/- (Rupees Five thousand only) in the form of Demand Draft in favour of "**Registrar General, High Court of Madhya Pradesh, Jabalpur**". The complete tender document can also be downloaded from Website www.mphc.gov.in and Government tender portal www.tenders.gov.in, the bidder submitting the downloaded version would need to pay the cost of the tender document in the above manner. All other terms and conditions for submission of tender are contained in the tender documents. If the last day for submission of bids or the day of opening of bids is declared as holiday, the date will be shifted to the 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.)
E-mail: mphc@nic.in
Landline: 0761-2623358**

Section I. Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 In support of the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the Design, Supply, development and implementation of RFID system in the High Court of Madhya Pradesh, Jabalpur and Benches at Indore and Gwalior and related services incidental thereto as specified in Section VI, Schedule of Supply (SS). The name, identification, and number of lots of the National Competitive Bidding (NCB) are provided in the BDS.
- 1.2 Throughout this Bidding Document :
- (a) The term “in writing” means communicated in written form with proof of receipt;
 - (b) If the context so requires, singular means plural and vice versa; and
 - (c) “Day” means calendar day.
- 2. Source of Funds**
- 2.1 The source of funds is from the State Government of Madhya Pradesh.
- 3. Eligible Bidders**
- 3.1 A Bidder may be a natural person, private entity, Government-Owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:
- (a) all parties to the JV shall be jointly and severally liable; and
 - (b) A JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
- 3.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section V, Eligible Countries. A Bidder shall be

deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

- 3.3 A firm that is under a declaration of ineligibility by the High Court or any Govt. organisation shall be disqualified.
- 3.4 Government-owned enterprises in the Purchaser's country shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Purchaser.
- 3.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

B. Contents of Bidding Document

- 4. Sections of the Bidding Document**
- 4.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 8.

PART 1 Bidding Procedures

- *Section I. Instructions to Bidders (ITB)*
- *Section II. Bid Data Sheet (BDS)*
- *Section III. Evaluation and Qualification Criteria*
- *Section IV. Bidding Forms*
- *Section V. Eligible Countries*

PART 2 Supply Requirements

- *Section VI. Schedule of Supply*

PART 3 Contract

- *Section VII. General Conditions of Contract (GCC)*

- *Section VIII. Special Conditions of Contract (SCC)*

- *Section IX. Contract Forms*

4.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

4.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the purchaser.

4.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

5. Clarification of Bidding Document

5.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received not later than Fifteen (15) days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source.

6. Amendment of Bidding Document

6.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda and corrigendum.

6.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser. The addendum /corrigendum shall be published in the official website of the High Court.

6.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB.

C. Preparation of Bids

- 7. Cost of Bidding** 7.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 8. Language of Bid** 8.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 9. Documents Comprising the Bid** 9.1 The Bid shall comprise two envelopes submitted simultaneously, one containing the Technical Proposal and the other the Price Proposal, enclosed together in an outer single envelope.
- 9.2 Initially, only the Technical Proposals are opened at the address, date and time specified in ITB. The Price Proposals remain sealed and are held in custody by the Purchaser. The Technical Proposals are evaluated by the Purchaser. No amendments or changes to the Technical Proposals are permitted. Bids with Technical Proposals which do not conform to the specified requirements will be rejected as deficient Bids.
- 9.3 Price Proposals of technically compliant Bids are opened in public at a date and time advised by the Purchaser. The Price Proposals are evaluated and the Contract is awarded to the Bidder whose Bid has been determined to be the lowest evaluated substantially responsive Bid.
- 9.4 The Technical Proposal shall contain the following:-
- (a) Technical Proposal Submission Sheet;

- (b) Bid Security, in accordance with ITB;
- (c) Alternative Technical Proposal, if permissible, in accordance with ITB;
- (d) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB;
- (e) Documentary evidence in accordance with ITB establishing the Bidder's eligibility to bid;
- (f) Documentary evidence in accordance with ITB that the hardware, software and Related Services to be supplied by the Bidder are of eligible origin;
- (g) Documentary evidence in accordance with ITB that the hardware , software and Related Services conform to the Bidding Document;
- (h) Documentary evidence in accordance with ITB establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
- (i) Any other document required in the BDS.

9.5 The Price Proposal shall contain the following:-

- (a) Price Proposal Submission Sheet and the applicable Price Schedules, in accordance with ITB;
- (b) Any other document required in the BDS.

10. Bid Submission Sheets and Price Schedules

10.1 The Bidder shall submit the Technical Proposal and the Price Proposal using the appropriate Submission Sheets furnished in Section IV, Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

10.2 The Bidder shall submit, as part of the Price Proposal, the Price Schedules for hardware, software and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms.

11. Alternative Bids

11.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.

- 12. Documents Establishing the Qualifications of the Bidder** 12.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Section III, Evaluation and Qualification Criteria.
- 13. Period of Validity of Bids** 13.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as non responsive.
- 13.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.
- 14. Bid Security** 14.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Technical Proposal, a Bid Security in original form and in the amount and currency specified in the BDS.
- 14.2 The Bid Security shall be, at the Bidder's option, in any of the following forms:
- (a) a Bank Guarantee;
 - (b) Demand draft;
 - (c) Bankers check;
- 14.3 If a bid Security is required in accordance with ITB, any Bid not accompanied by a substantially responsive Bid Security in accordance with ITB, shall be rejected by the Purchaser as non responsive.
- 14.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder furnishing the Performance Security pursuant to ITB as per approval by the Registrar General.
- 14.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful

Bidder has signed the Contract and furnished the required Performance Security.

14.6 The Bid Security may be forfeited :

(a) if a Bidder withdraws its Bid during the period of bid validity as specified in ITB, except as provided in ITB; or

(b) if the successful Bidder fails to :

(i) Sign the Contract in accordance with ITB;

(ii) Furnish a Performance Security in accordance with ITB; or

(iii) Accept the correction of its Bid Price pursuant to ITB.

14.7 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB.

15. Format and Signing of Bid

15.1 The Bidder shall prepare one original of the Technical Proposal and one original of the Price Proposal as described in ITB and clearly mark each "*ORIGINAL - TECHNICAL PROPOSAL*" and "*ORIGINAL - PRICE PROPOSAL*".

15.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialled by the person signing the Bid.

15.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

D. Submission and Opening of Bids

- 16. Sealing and Marking of Bids**
- 16.1 The Bidder shall enclose the original of the Technical Proposal, the original of the Price Proposal as “ORIGINAL - TECHNICAL PROPOSAL”, “ORIGINAL - PRICE PROPOSAL” . These envelopes containing the original and the copies shall then be enclosed in **one single envelope.**
- 16.2 The inner and outer envelopes shall:
- (a) Bear the name and address of the Bidder;
 - (b) Be addressed to the Purchaser in accordance with ITB; and
 - (c) Bear the specific identification of this bidding process indicated in the BDS.
- 16.3 The outer envelopes and the inner envelopes containing the Technical Proposals shall bear a warning not to open before the time and date for the opening of Technical Proposals, in accordance with ITB.
- 16.4 The inner envelopes containing the Price Proposals shall bear a warning not to open until advised by the Purchaser in accordance with ITB.
- 16.5 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
- 17. Deadline for Submission of Bids**
- 17.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.
- 17.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 18. Late Bids**
- 18.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned

unopened to the Bidder.

19. Withdrawal, Substitution, and Modification of Bids

19.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written Notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All Notices must be:

(a) Submitted in accordance with ITB (except that Withdrawal Notices do not require copies), and in addition, the respective inner and outer envelopes shall be clearly marked "Withdrawal," "Substitution," "Modification"; and

(b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB.

19.2 Bids requested to be withdrawn in accordance with ITB shall be returned unopened to the Bidders.

19.3 No Bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in ITB or any extension thereof.

20. Bid Opening

20.1 The Purchaser shall conduct the opening of Technical Proposals in the presence of Bidders' representatives who choose to attend, at the address, date and time specified in the BDS.

20.2 The Price Proposals will remain unopened and will be held in custody of the Purchaser until the time of opening of the Price Proposals. The date, time, and location of the opening of Price Proposals will be advised in writing by the Purchaser.

20.3 First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. No Bid shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is

read out and recorded at bid opening.

20.4 Next, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Proposal and/or Substitution Price Proposal shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Proposal, if any, shall be opened, read out, and recorded. Substitution Price Proposals will remain unopened in accordance with ITB. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

20.5 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Price Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Proposals. Only the Technical Proposals, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Proposals, both Original as well as Modification, will remain unopened in accordance with ITB.

20.6 All other envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded :

- (a) The name of the Bidder;
- (b) Whether there is a modification or substitution;
- (c) The presence of a Bid Security, if required; and
- (d) Any other details as the Purchaser may consider appropriate.

Only Technical Proposals and alternative Technical Proposals read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Proposals except for late bids, in accordance with ITB.

- 20.7 The Purchaser shall prepare a record of the opening of Technical Proposals that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.
- 20.8 At the end of the evaluation of the Technical Proposals, the Purchaser will invite bidders who have submitted substantially responsive Technical Proposals and who have been determined as being qualified for award to attend the opening of the Price Proposals. The date, time, and location of the opening of Price Proposals will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Proposals.
- 20.9 The Purchaser will notify Bidders in writing who have been rejected on the grounds of being substantially non-responsive to the requirements of the Bidding Document and return their Price Proposals unopened.
- 20.10 The Purchaser shall conduct the opening of Price Proposals of all Bidders who submitted substantially responsive Technical Proposals, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 20.11 All envelopes containing Price Proposals shall be opened one at a time and the following read out and recorded :
- (a) The name of the Bidder
 - (b) Whether there is a modification or substitution;
 - (c) The Bid Prices, including any discounts and alternative offers; and
 - (d) Any other details as the Purchaser may consider

appropriate.

Only Price Proposals discounts, and alternative offers read out and recorded during the opening of Price Proposals shall be considered for evaluation. No Bid shall be rejected at the opening of Price Proposals.

20.12 The Purchaser shall prepare a record of the opening of Price Proposals that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record.

E. Evaluation and Comparison of Bids

21. Confidentiality 21.1 Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated.

21.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.

22. Clarification of Bids 22.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Price Proposals, in accordance with ITB.

23. Responsiveness of Technical Proposal 23.1 The Purchaser's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.

23.2 A substantially responsive Technical Proposal is one that conforms to all the terms, conditions, and

specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) Affects in any substantial way the scope, quality, or performance of the hardware, software and Related Services specified in the Contract; or
- (b) Limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (c) If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Proposals.

23.3 If a Technical Proposal is not substantially responsive to the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

24. Non-conformité, Errors and Omissions

24.1 Provided that a Technical Proposal is substantially responsive, the Purchaser may waive any non-conformity or omission in the Bid that does not constitute a material deviation.

24.2 Provided that a Technical Proposal is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Technical Proposal related to documentation requirements. Such omission shall not be related to any aspect of the Price Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

24.3 Provided that a Technical Proposal is substantially responsive, the Purchaser will rectify nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted during evaluation of Price Proposals, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and

Qualification Criteria.

24.4 Provided that the Technical Proposal is substantially responsive, the Purchaser will correct arithmetical errors during evaluation of Price Proposals on the following basis:

- (a) 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, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

24.5 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security may be forfeited.

25. Preliminary Examination of Bids

25.1 The Purchaser shall examine the Technical Proposal to confirm that all documents and technical documentation requested in ITB have been provided, and to determine the completeness of each document submitted.

25.2 The Purchaser shall confirm that the following documents and information have been provided in the Technical Proposal. If any of these documents or information is missing, the offer shall be rejected.

- (a) Technical Proposal Submission Sheet in accordance with ITB;
- (b) Written confirmation of authorization to commit the Bidder;
- (c) Bid Security and

(d) Manufacturer's Authorization.

25.3 Likewise, following the opening of Price Proposals, the Purchaser shall examine the Price Proposals to confirm that all documents and financial documentation requested in ITB have been provided, and to determine the completeness of each document submitted.

25.4 The Purchaser shall confirm that the following documents and information have been provided in the Price Proposal. If any of these documents or information is missing, the offer shall be rejected.

(a) Price Proposal Submission Sheet in accordance with ITB; and

(b) Price Schedules, in accordance with ITB.

26. Examination of Terms and Conditions; Technical Evaluation

26.1 The Purchaser shall examine the Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

26.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB, to confirm that all requirements specified in Section VI, Schedule of Supply of the Bidding Document have been met without any material deviation or reservation.

26.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Technical Proposal is not substantially responsive in accordance with ITB, it shall reject the Bid.

27. Comparison of Bids

27.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB.

28. Post qualification of the Bidder

28.1 The Purchaser shall determine to its satisfaction during the evaluation of Technical Proposals whether Bidders are qualified to perform the Contract satisfactorily.

28.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB, to clarifications in accordance with ITB and the qualification criteria indicated in Section III, Evaluation and Qualification Criteria. Factors not included in Section III, Evaluation and Qualification Criteria shall not be used in the evaluation of the Bidder's qualification.

28.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Proposal. A negative determination shall result into the disqualification of the Bid, in which event the Purchaser shall return the unopened Price Proposal to the Bidder.

29. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

29.1 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 Contract award, without thereby incurring any liability to the Bidders.

F. Award of Contract

30. Award Criteria

30.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder has remained qualified to perform the Contract satisfactorily.

30.2 A Bid shall be rejected if the qualification criteria as specified in Section III, Evaluation and Qualification Criteria are no longer met by the Bidder whose offer has been determined to be the lowest evaluated Bid. In this event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.

31. Signing of Contract

31.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Agreement and the Special Conditions of Contract.

31.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall come and execute the contract with the purchaser.

32. Performance Security

32.1 Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX, Contract Forms, or another form acceptable to the Purchaser.

32.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II. Bid Data Sheet

A. Introduction	
1	The Purchaser is: <u>HIGH COURT OF MADHYA PRADESH, JABALPUR</u>
2	The name of the NCB is: <u>RFID SYSTEM FOR THE HIGH COURT OF M.P.</u>
3	The name of the Project is: <u>RFID SYSTEM FOR THE HIGH COURT OF M.P.</u>
4	The Bidder is required to include with its Bid, details of the Hardware, Software and other related accessories and services that is to be used for the successful implementation of the RFID system in the High Court of Madhya Pradesh.
B. Bidding Document	
1	For <u>clarification purposes</u> only, the Purchaser's address is: Attention: <u>Registrar General , High Court of Madhya Pradesh, Jabalpur</u> Street Address: <u>Jabalpur</u> City: <u>Jabalpur</u> ZIP Code: 482001 Country: <u>India</u> Telephone: <u>+91-761-2623358</u> Electronic mail address: <u>mphc@nic.in</u>
C. Preparation of Bids	
1	The language of the Bid is: <u>English</u>
2	The Bidder shall submit with its Technical Proposal the following additional documents compulsorily : * <u>Approach to the design, development and implementation of the RFID SYSTEM.</u> * <u>Type of Hardware to be used for successful implementation of the project.</u> * <u>Proto-type testing methodology;</u>

	<p><u>* Training Plan;</u></p> <p><u>* Facility Management (post-implementation) support plan.</u></p> <p><u>*Any other document as per the bid document.</u></p>
3	The Bidder shall submit with its Price Proposal the details of all applicable taxes.
4	Alternative Bids / Solution are not permitted in this bid.
5	The prices quoted by the Bidder shall be: <u>Fixed</u>
6	The currency of the Bid shall be: <u>Indian Rupees</u>
7	The bid validity period shall be <u>180 days</u> .
8	A Bid Security is <u>INR 2,00,000 (Rupees Two Lakh Only)</u>

D. Submission and Opening of Bids	
1	In addition to the original of the Bid, the number of copies is: <u>1 electronic copy</u> in CD/DVD/Pen drive
2	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: <u>a Power of Attorney.</u>
3	The identification of this bidding process is: <u>RFID SYSTEM FOR THE HIGH COURT OF M.P.</u>
4	For <u>bid submission purposes</u> only, the Purchaser's address is : Attention: <u>Registrar General, High Court of Madhya Pradesh, Jabalpur.</u> Street Address: <u>Jabalpur.</u> City: <u>Jabalpur.</u> Pin Code: <u>482001.</u> Country: <u>India.</u> Telephone: <u>+91-761-2623358</u> Electronic mail address: mphc@nic.in
5	The pre-bid meeting to be held on : <u>Date: 20th March, 2017 in the Conference Hall, South Block of the High Court at 11:30 A.M.</u>
6	The deadline for bid submission is: Inward section of the High Court of Madhya Pradesh, Jabalpur.

	<p>Date: 10th April, 2017</p> <p>Time: <u>15:00 Hrs.</u></p>
7	<p>The technical bid opening shall take place at :</p> <p><u>The High Court of Madhya Pradesh, Jabalpur</u></p> <p>Date: <u>10th April, 2017</u></p> <p>Time: <u>15:30 Hrs.</u></p>

Section III. Evaluation and Qualification Criteria

Scope:-

- The scope of evaluation criteria is around the major deliverables as listed in the bid document.
- Design of System Architecture / Develop and Implementation of RFID Based integrated file / Assets lifecycle tracking solution to support Asset Management Transactions such as; File Transfer Activity (within Court premises), Asset Physical Counting/Auditing, On Demand file / Asset Search/Identification, File / Asset Life Cycle movement tracking and recording etc.
- Assets Tracking and Inventory Management System.
- File Tracking System.
- Supply and Installation of RFID Hardware Infrastructure at specified locations of the High Court premises depending upon software requirement specifications.
- Supply of suitable RFID Tags as per the requirement of the High Court.
- Supply and Installation of necessary Hardware Infrastructure for running on-line file / asset tracking application at High Court of Madhya Pradesh.
- System based Analysis and MIS reports
- Train end users of the High Court.
- Train the Officers and Employees on the functionalities and in use of different applications;
- Provide post-implementation **on site support for three years**, supported with a dedicated help line.
- Provide three years comprehensive warranty for the entire system.
- Provide **on site warranty for 03 years related to the Hardware used in implementation of RFID system.**

Note: The Registrar General, High Court of Madhya Pradesh, Jabalpur may enhance the scope of work as per the requirement of the High COURT

Multiple Contracts:-

Multiple contracts and subcontracting are not permissible. There will be a single contract to the delivery of the above scope of work.

Technical Criteria:-

The proposals received will be assessed by the *evaluation committee* as per below procedure, to ascertain the best offer assigning due weightage to

'Technical' and 'Financial' proposals. The weightage given to the proposals will be as below:

Sr. No	Proposals	Weighage	Marks obtained
1.	Technical Proposal	70%	X
2.	Financial Proposal	30%	Y
	Total.	100%	X+Y

Only those bidders who score more than or equal to 70 marks in the 'Technical Proposal' shall qualify for the consideration of opening of their 'Financial Proposal'.

Bidders who score maximum marks (X+Y) from 'Technical' & 'Financial' proposals together shall be considered for acceptance of the bid.

Technical Proposal:

- Technical proposal submission sheet should be duly filled as in 'Schedule IV – Bidding Forms' of this contract.
- Technical proposals are to be accompanied by certified copies of valid documents. If the required documents are not attached, it will be assumed that the bidder is not qualified for that particular criterion and no marks will be awarded for that criterion.

The evaluation committee constituted by the Registrar General, High Court of Madhya Pradesh will evaluate the Technical proposal documents.

Evaluation criteria for Technical Proposal

<u>Sl.</u>	<u>Criteria</u>	<u>Score</u>
A	Organisation	
	Company profile Established/Incorporation date (Copy of registration or incorporation) under Companies Act, 1956.	5%
	Quality certifications (ISO 9001)	5%
	CMMi level III Certifications	5%
B	Experience	
	Company's relevant experience in RFID system implementation (minimum 3 implementations of RFID project of similar nature and size)	20%
	Approach and methodology proposed including work plan	
	(i) Technical approach and methodology	10%
	(ii) Work Plan	5%
	(iii) Organisation and staffing	10%

C	System requirements	
	Meeting functional requirements of High Court of Madhya Pradesh	20%
D	Presentation to be submitted by bidder along with the bid on how to carry out the <u>project work</u> of Assets tracking and Inventory management system & File Tracking System.	20%
	Total	100%

- The Registrar General, High Court of Madhya Pradesh, Jabalpur reserves the right to accept or reject any technology/ solution proposed by the bidder.
- The Registrar General, High Court of Madhya Pradesh, Jabalpur reserves the right to visit the bidder's offices/sites before evaluating the solution offered.
- The Registrar General, High Court of M.P., Jabalpur reserve to right to invite only those bidders for presentation which are found suitable for the project .

Financial Criteria:

In the second phase, the evaluation committee shall assess the financial proposals for those bidders, who qualified the technical criteria.

For the purpose of identifying the lowest bidder, the formula given below shall be adopted.

$S_f = 100 \times F_m / F_n$, in which S_f is the financial score, F_m is the lowest price and F_n the price of the proposal under consideration.

Eligibility / Qualification Criteria :

- Bidder should be a company incorporated under Indian Companies Act, 1956 or a Govt. / Semi Govt. Concern or Govt. Society.
- Bidders should have specific implementation experience in RFID system of a similar size, preferably in a Public/Government sector. Private sector implementation experience in significantly large projects would be considered, if there is no public sector experience. Preference shall be given to Organization having similar Govt. Project Experience. Paper Implementation of RFID project in reputed private organization shall also be considered.
- Bidder should have a minimum 3 years of proven generic experience in providing RFID solutions in Indian market.
- Bidders technical approach, methodology, work plan and team experience should highlight the bidder's previous experience particularly in

implementation of RFID System.

- Quality certification (ISO 9001 or similar), CMMi level –III and national or international accreditations or awards would strengthen the bidder's case of their previous experience and success.
- Bidder should have their own development, maintenance and support infrastructure facilities in India including but not limited to adequate technical manpower and support centres.
- Bidder should not have been blacklisted by any Govt/PSU/Reputed Listed company for corrupt or fraudulent practices or non delivery, non performance in the last three years.
- Bidder should be committed to the project and ensure direct involvement of senior personnel from the bidders, providing inputs, guidance and support at the time of the implementation, customization, training and commissioning throughout the duration of the contract.
- Bidder should have valid TIN, PAN, & Service Tax Registration Numbers.
- Bidder should obtain (No objection certificate) from Commercial Tax and Income Tax department of no dues.

Capacity:

- Bidders should list their success and delivery of previous projects of similar size and nature to confirm their capacity to deliver this project.
- Any credible, independently documented evidence including press releases or acknowledgements of successful implementation of previous projects of similar size would be useful in evaluation.
- Bidders should provide nominated contact referees from previous clients for verification.

Section IV. Bidding Forms
Technical Proposal Submission Sheet

Date: _____

NCB No.: _____

Invitation for Bid No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: (if any)
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section VI, Schedule of Supply, the following hardware, software and Related Services: Supply, design and implementation of the RFID System to the specific requirements of the High Court of Madhya Pradesh; provide training to staff on the functionalities and system use of RFID.
- (c) Our Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of **10% percent** of the Contract Price for the due performance of the Contract;
- (e) We are not participating, as Bidders, in more than one Bid in this bidding process.
- (f) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the State Government / Government of India;
- (g) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (i) The Registrar General, High Court of Madhya Pradesh has full right to accept or reject any bid.

Name -----

In the capacity of -----

Signed -----

Duly authorized to sign the Bid for and on behalf of -----

Date -----

Price Proposal Submission Sheet

Date: _____

NCB No.: _____

Invitation for Bid No.: _____

Alternative No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.:
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section VI, Schedule of Supply, the following hardware, software and related Services: Supply, Development and implementation of the RFID system to the specific requirements of the High Court of Madhya Pradesh; provide training to staff on the functionalities and system use of RFID system; 3 years of comprehensive system warranty.
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:
- (d) The discounts offered and the methodology for their application are:
- (e) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

Name -----

In the capacity of -----

Signed-----

Duly authorized to sign the Bid for and on behalf of-----

Date-----

PRICE BID TABLE

PHASE - I

S. No.	Item Description*	Unit Price (Rs.)	Excise/other Duty (Rs.) as applicable	Sales / Service Tax (Rs.) as applicable	Total Unit Price (All inclusive) with Three years on-site warranty for Items (Rs.)	*No. of Items to be procured	Total Cost
1	RFID based Assets Tracking and Inventory Management System with complete life cycle of the Assets of the High Court and Subordinate Courts.						
	a. RFID tags that are be tagged / embedded in the IT Assets and other Assets of the High Court.					10,000 (metallic tags) 10,000 (Non-metallic tags)	
	b. RFID Desktop Readers					56	
	c. RFID Hand held terminals					56	
	d. Asset tracking and inventory management systems software					Lump sum	
	e. Any other item					Lump sum	
2	Installation and Commissioning charges					Lump sum	

Phase -II

PRICE BID TABLE PHASE –II (A) – HF SOLUTION

S. No.	Item Description*	Unit Price (Rs.)	Excise/other Duty (Rs.) as applicable	Sales / Service Tax (Rs.) as applicable	Total Unit Price (All inclusive) with Three years on-site warranty for Items (Rs.)	*No. of Items to be procured	Total Cost
1	RFID based File tracking system at High Court of Madhya Pradesh, Jabalpur and its Benches at Indore and Gwalior. (HF solution)						

	a. RFID Tags (HF Tags)					1,50,000	
	b. RFID Desktop Readers					10	
	c. Hand held terminals					10	
	d. RFID fixed reader devices (1 reader + 2 antenna)					10	
	e. File tracking management systems software.					Lump sump	
2	Installation and Commissioning charges					Lump sump	

Note: - The number of items can be increased on final completion of the project

PRICE BID TABLE PHASE –II (B) UHF solution

S. No.	Item Description*	Unit Price (Rs.)	Excise/other Duty (Rs.) as applicable	Sales / Service Tax (Rs.) as applicable	Total Unit Price (All inclusive) with Three years on-site warranty for Items (Rs.)	*No. of Items to be procured	Total Cost
1	RFID based File tracking system at High Court of Madhya Pradesh, Jabalpur and its Benches at Indore and Gwalior. (UHF solution)						
	a. RFID Tags (UHF)					1,50,000	
	b. RFID Desktop Readers					10	
	c. Hand held terminals					10	
	d. RFID fixed reader devices (1 reader + 2 antenna)					10	
	e. File tracking management					Lump	

	systems software.					sump	
2	Installation and Commissioning charges					Lump sump	

Total Bid Price in Rs. _____

In words _____

Signature of Bidder with seal _____

Name _____

Business address _____

Tel. No. & Mobile No. _____

Email: _____

Place:

Date:

Important points / Note:-

1. The earnest money deposit (EMD) can be submitted by the vendor/bidders in the form of DD/ Unconditional Bank Guarantee.
2. The bidder has to provide best possible solution for the RFID project.
3. The vendor has to set up the complete IT Infrastructure at High Court of M.P., Principal Seat at Jabalpur and its Benches Indore & Gwalior for RFID project of the High Court.
4. The High Court will provide power / electrical supply, LAN connectivity to the bidder.
5. The shortlisted vendor has to do fixing of tags on files and assets.
6. The software which is going to provide by the bidder should have proper work flow.
7. All Prospective bidders are requested to submit the bid and if there is any deviation in the specification, please mention the same in the deviation statement sheet.

Note: Number of items may increase; the payment will be made on actual number of items and its installation.

Bid Security

Date: _____

NCB No.: _____

Invitation for Bid No.: _____

To: _____

Whereas _____

_____ (hereinafter "the Bidder") has submitted its Bid dated _____ for NCB No. _____ for the supply of _____

_____ hereinafter called "the Bid."

KNOW ALL PEOPLE by these presents that WE _____ of _____

_____ having our registered office at _____

_____ (hereinafter "the Guarantor"), are bound unto _____

_____ (hereinafter "the Purchaser") in the sum of _____ for which payment

well and truly to be made to the aforementioned Purchaser, the Guarantor binds itself, its successors, or assignees by these presents. Sealed with the

Common Seal of this Guarantor this _____ day of _____.

THE CONDITIONS of this obligation are the following:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet, except as provided in ITB; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser, during the period of bid validity, fails or refuses to:
 - (a) Execute the Contract; or
 - (b) furnish the Performance Security, in accordance with the ITB; or

(c) Accept the correction of its Bid by the Purchaser, pursuant to ITB.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including twenty-eight (28) days after the period of bid validity, and any demand in respect thereof should be received by the Guarantor no later than the above date.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid Security for and on behalf of _____

Date _____

Manufacturer's Authorization Certificate

Date:_____

NCB No.:_____

Invitation for Bid No.:_____

Alternative No.:_____

To:_____

WHEREAS _____
_____ who are official manufacturers of
_____ having factories at
_____ do hereby authorize
_____ to submit a Bid
in relation to the Invitation for Bids indicated above, the purpose of which is to
provide the following the hardware i.e. _____ manufactured
by us _____ and to subsequently negotiate and
sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28
of the General Conditions of Contract, with respect to the hardware
_____ offered by the above firm in reply to this Invitation for
Bids.

Name _____

In the capacity of: _____

Signed _____

Duly authorized to sign the Authorization for and on behalf of _____

Date _____

Section V. Eligible Countries

- **India**

Section VI. Schedule of Supply

1. Indicative delivery and completion Schedule:-

The below is an indicative delivery schedule of supply from the date of contract:

PHASE – I – ASSETS TRACKING AND INVENTORY MANAGMANET SYSTEM

Item No.	Description of hardware, software and Related Services	Delivery Schedule (Duration)	Location	Approximate payment to be made
1.	Assets Tracking and Inventory Management System A. Software requirement specification (10%) B. Software Design Description (10%) C. Development and implementation (20%)	1 month	Jabalpur, Indore and Gwalior	40% of contract amount
2.	Supply of the RFID tags, RFID readers and other peripherals.	1 months	Jabalpur, Indore and Gwalior	10 % of contract amount
3.	Successful implementation of the complete RFID system.	2 months	Jabalpur, Indore and Gwalior	20% of contract amount
4.	Training (including fixes on any gaps/issues)	1 month	Jabalpur, Indore and Gwalior	20 % of contract amount
5.	Post implementation (facility Management) support	36 months	Jabalpur, Indore and Gwalior	10 % of contract amount

The below is an indicative delivery schedule of supply from the date of contract:

PHASE – II RFID based File Tracking System

Item No.	Description of hardware, software and Related Services	Delivery Schedule (Duration)	Location	Approximate payment to be made
----------	--	------------------------------	----------	--------------------------------

1.	RFID based file tracking System for the documents of the High Court. A. Software requirement specification (10%) B. Software Design Description (10%) C. Development and implementation (20%)	1 month	Jabalpur, Indore and Gwalior	40% of contract amount
2.	Supply of the RFID tags, RFID readers and other peripherals.	1 months	Jabalpur, Indore and Gwalior	10 % of contract amount
3.	Successful implementation of the complete RFID system.	2 months	Jabalpur, Indore and Gwalior	20% of contract amount
4.	Training (including fixes on any gaps/issues)	1 month	Jabalpur, Indore and Gwalior	20 % of contract amount
5.	Post implementation (facility Management) support	36 months	Jabalpur, Indore and Gwalior	10 % of contract amount

2. Scope & Specifications:-

Objectives and Outcomes of the RFID system for the High Court of Madhya Pradesh.

(i) System Architecture:-

1. System architecture should be web based and capable to flow information among various participants/users of the system.
2. The System with the RFID application should be able to act as a stand alone system for all files / asset management and tracking functions.
3. Application Server should be able to gather necessary information.
4. Last Layer where Reader Application lay should perform all real time files / asset tracking Business Scenarios.
5. This Application should be installed on RFID Readers, which identify files / asset by read RFID Tags applied on them. Software Application will be installed on Handheld terminals and for Fixed Readers - application will run on its desktop system/PC shall be independent
6. RFID tags should hold all necessary Files/ Asset Relevant Information on them. The new system shall be independent web based system

.However; whatever data is available shall be provided to the vendor for project implementation.

(ii) Application system:-

1. RFID application should be a web application, which should be capable to generate encoded RFID Tag IDs for newly received files / assets. Files / Assets relevant information received from various sections to be used by Application to generate Tag IDs such as Asset Code, Supporting Asset Document reference etc. as per the software requirement specifications.
2. RFID based application should be capable of generating alerts for system administrators. The alert shall be in the form of “SMS” and “e-mail”.
3. RFID Based Application should be capable of generating MIS Reports like comprehensive files / asset list, category wise files / asset list, asset warranty report, files / asset write-off report, location/ department wise files / assets availability report etc. as per the requirement of the High Court.
4. RFID based application should be capable of communicating to Data / Information Server and RFID readers wired network.
5. RFID Application should be capable to simultaneously process input from multiple RFID readers and interface to enterprise applications. RFID Application should be able to correlate input from all readers with business rules that exist at a higher level.
6. RFID based Application should be capable to authenticate system users as per their roles and privileges.
7. RFID based Application should be capable to record file / Asset Life Time movements and retrieve them as and when required.
8. All user access should be web enabled.

(iii) RFID Readers and their Application:-

1. RFID reader applications should be able to transmit and receive RF signals from Tags, after getting information transmits it to RFID Application.
2. Reader Applications should be able to authenticate users for writing Asset Information on RFID tag.
3. RFID Reader Applications should be capable to communicate with application using Wi-Fi and Wired network.
4. RFID Reader Application should be capable to provide all asset relevant information to the end users based on their authentication.
5. Files / Asset files search should be possible, so user can find out required files / Asset based on different criteria. The different criteria to be finalized during SRS phase of the application.
6. Files / Asset Transactions should be done at field level and verified with ERP system.

7. Reader Application should support on field Files / Asset Counting / Auditing.

(iv). Technical requirement and compliance statement for RFID Hardware:

1. Hardware for the proposed application will be:
 - **RFID Labels / Tags to be (HF — 13.56 MHz OR EQUIVALENT , UHF and metallic tags)** to be pasted / embedded on each file, books an other important assets (Stationery items, IT equipments, ID cards of the High Court etc.) that needs to be tracked. - RFID Hand Held Reader to be used for File Search, Tracking and Stocking of the Assets.
 - PAD Antenna with Mid Range Reader required for Personalization, Issue and Return processes.
 - RFID Hand Held Readers.
 - RFID Tag Programming Equipment with suitable software interface.
 - RFID Cards for access control.
2. Software components will be:
 - Application software for RFID system.
 - Application software on RFID Hand Held Terminal for Offline Reading, File Search, Stock / inventory Taking and Data Import / Export to / from Desktop Computers.
 - Application software on Desktop computers for Data Capture, Retrieval and Transfer.
3. The High Court of Madhya Pradesh intends to automate the tracking of files / books / equipments and other assets. There should be reporting processes through an integrated on-line and real time, web-enabled system.
4. RFID system should enable delivery of timely information to the High Court of M.P. in efficient and effective management of individual works.
5. The computerised RFID system should consist of the following modules including provision of online approvals/sanctions linked to authorisation & delegations.
 - MIS Module.
 - Asset Tracking and Inventory management module system

In order to achieve a level of comfort for users who would eventually use this system, he / she need to be trained in such a way that he / she could easily map the present manual processes with the computerized system. The following strategy is to be followed:-

"RFID based files / asset tracking system is to be designed and developed based on the study of current functionality and requirement of the High Court"

Post-implementation support (3 years) on RFID system

- The solution should be self sufficient to work on 24 x 7 x 365 days basis.
- Bidders should provide a dedicated help-desk facility during the post-implementation period including an enquiry logging system.
- Bidders should acknowledge the enquiries with a log number within 2 hours of logging the query. Depending on the complexity of the issues the enquiries are to be resolved or addressed within 2 days.
- Bidders should assign onsite support engineers at the primary site for the period of post implementation support.
- For post implementation support, a separate SLA (Service level Agreement) will be signed by the bidder.

Warranty Support

- Bidders to provide three years of comprehensive system warranty.
- Bidders should provide a comprehensive technical support services for the system or software proposed for the entire period of warranty including the period of post implementation support.
- The technical support should include all upgrades, updates and patches during the period of contract including post implementation support. The bidder should ensure timely delivery and application/installation and configuration of upgrades, updates and patches.
- Warranty support on hardware should be for 03 years.

Section VII. General Conditions of Contract

- 1. Definitions**
- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Asset” means all the computer hardware items, stationary items of the High Court and Subordinate Courts as per requirement of the High Court.
 - (b) “Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (c) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
 - (d) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
 - (e) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (f) “Day” means calendar day.
 - (g) “Delivery” means the transfer of the hardware, software from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
 - (h) “Eligible Countries” means the countries and territories eligible as listed in Section V.
 - (i) “Files” means all relevant files of the High Court, which needs RFFD tracking.
 - (j) “GCC” means the General Conditions of Contract.
 - (k) “Hardware” means the hardware like RFID tags, RFID hand held reader devices, RFID fixed reader

device, and other components / items for implementation of the project.

- (l) "ITB" Invitation to Bid.
- (m) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).
- (n) "Purchaser" means the High Court of Madhya Pradesh, Jabalpur.
- (o) "Related Services" means the services incidental to the supply of the hardware, software, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
- (p) "RFID" means radio frequency identification, a technology similar in theory to bar code identification.
- (q) "SCC" means the Special Conditions of Contract.
- (r) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the hardware, software to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (s) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (t) "Software" means the software that is to be supply and developed for implementation of the RFID system.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

- 3. Language**
- 3.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 3.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
- 4. Joint Venture, Consortium or Association**
- 4.1 Unless otherwise specified in the SCC, if the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 5. Eligibility**
- 5.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or contractor shall be deemed to have the nationality of a country if it is a citizen or constituted or incorporated, and operates in conformity with the provisions of the laws of that country.
- 6. Notices**
- 6.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.
- 6.2 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.
- 7. Governing Law**
- 7.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s country, unless otherwise specified in the SCC.
- 8. Settlement of**
- 8.1 The Purchaser and the Supplier shall make every effort to

Disputes	<p>resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>8.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.</p>
9. Scope of Supply	<p>9.1 Subject to the SCC, the hardware, software and Related Services to be supplied shall be as specified in Section VI, Schedule of Supply.</p> <p>9.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the hardware, software and Related Services as if such items were expressly mentioned in the Contract.</p>
10. Delivery	<p>10.1 Subject to GCC, the Delivery of the hardware, software and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section VI, Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.</p>
11. Supplier's Responsibilities	<p>11.1 The Supplier shall supply all the hardware, software and Related Services included in the Scope of Supply in accordance with GCC, and the Delivery and Completion Schedule, as per GCC.</p>
12. Purchaser's Responsibilities	<p>12.1 Whenever the supply of hardware, software and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.</p> <p>12.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with</p>

GCC.

- 13. Contract Price**
- 13.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- 13.2 Prices charged by the Supplier for the hardware, software delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
- 14. Terms of Payment**
- 14.1 The Contract Price shall be paid as specified in the SCC.
- 14.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the hardware, software delivered and related Services performed, and by the documents submitted pursuant to GCC and upon fulfilment of all the obligations stipulated in the Contract.
- 14.3 Payments shall be made promptly by the Purchaser, no later than Thirty (30) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it, subject to the availability of funds with the High Court of M.P., Jabalpur.
- 14.4 The currency or currencies in which payments shall be made to the supplier under this contract shall be specified in the SCC.
- 15. Taxes and Duties**
- 15.1 Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
- 15.2 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted hardware, software to the Purchaser.
- 15.3 However, in case of increase of taxes/decrease of taxes the same will be pass over to the High Court.
- 16. Performance**
- 16.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a Performance

Security

Security for the due performance of the Contract in the amounts and currencies specified in the SCC.

16.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.

16.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.

16.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

17. Confidential Information

17.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC.

17.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

17.3 The obligation of a party under GCC above, however, shall not apply to information that:

- (a) now or hereafter enters the public domain through no fault of that party;
- (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

17.4 The above provisions of GCC shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

17.5 The provisions of GCC shall survive completion or termination, for whatever reason, of the Contract.

18. Subcontracting 18.1 No subcontracting is permitted by the supplier under the bid.

19. Specifications and Standards 19.1 Specifications and Drawings

- (a) The Supplier shall ensure that the hardware, software and related Services comply with the technical specifications and other provisions of the Contract.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) The hardware, software and Related Services supplied under this Contract shall conform to the standards mentioned in Section VI, Schedule of Supply and, when no applicable standard is

mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the hardware and software.

19.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section VI, Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC.

20. Packing and Documents

20.1 The Supplier shall provide such packing of the hardware, software as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the hardware and the absence of heavy handling facilities at all points in transit.

20.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

21. Insurance

21.1 Unless otherwise specified in the SCC, the hardware, software supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

22. Transportation

22.1 Unless otherwise specified in the SCC, obligations for transportation of the hardware shall be in accordance with

n the Incoterms specified in Sections VI, Schedule of Supply.

23. Inspections and Tests

23.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the hardware, software and related Services as are specified in Sections VI, Schedule of Supply.

23.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the hardware, software, or in another place in the Purchaser's country as specified in the SCC. Subject to GCC, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

23.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

23.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

23.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the hardware, software comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract,

due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

23.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

23.7 The Purchaser may reject any hardware, software or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected hardware, software or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC.

23.8 The Supplier agrees that neither the execution of a test and/or inspection of the hardware, software or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC, shall release the Supplier from any warranties or other obligations under the Contract.

24. Liquidated Damages

24.1 Except as provided under GCC, if the Supplier fails to deliver any or all of the hardware, software or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC.

25. Warranty

25.1 The Supplier warrants that all the hardware, software are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

25.2 Subject to GCC, the Supplier further warrants that the hardware, software shall be free from defects arising from any act or omission of the Supplier or arising from design,

materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

25.3 Unless otherwise specified in the SCC, the warranty shall remain valid for Thirty Six (36) months after the hardware, software, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC for hardware.

25.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

25.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective hardware, software or parts thereof, at no cost to the Purchaser.

25.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

26. Limitation of Liability

26.1 Except in cases of gross negligence or willful misconduct :

(a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to

indemnify the Purchaser with respect to patent infringement.

27. Change in Laws and Regulations 27.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC.

28. Force Majeure 28.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

28.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

28.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its 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.

29. Change Orders and Contract Amendments

29.1 The Purchaser may at any time order the Supplier through Notice in accordance to GCC, to make changes within the general scope of the Contract in any one or more of the following:

- (a) Design, specifications, hardware, software to be furnished under the Contract;
- (b) Software development & implementation.
- (c) the method of shipment or packing;
- (d) the place of delivery; and
- (e) the Related Services to be provided by the Supplier.

29.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

29.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

30. Extensions of Time

30.1 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the hardware, software or completion of Related Services pursuant to GCC, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of

the Contract.

30.2 Except in case of Force Majeure, as provided under GCC, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC, unless an extension of time is agreed upon, pursuant to GCC.

31. Termination 31.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the hardware, software within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC; or

(ii) If the Supplier fails to perform any other obligation under the Contract.

(iii) Not fulfilling the requirement of the High Court

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, hardware, software or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar hardware, software or related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

(c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC, in competing for or in executing the Contract.

31.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by

giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

31.3 Termination for Convenience

- (a) The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The hardware, software that is complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining hardware software, the Purchaser may elect:
 - (i) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed hardware and Related Services and for materials and parts previously procured by the Supplier.

- 32. Assignment** 32.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section VIII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall

1	The Purchaser's country is: <u>India</u>
2	The Purchaser is: <u>High Court of Madhya Pradesh , Jabalpur</u>
3	The Site is: <u>Jabalpur, Indore, Gwalior</u>
4	The version of Incoterms shall be: <u>English</u>
5	The language shall be: <u>English</u>
6	The individuals or firms in a joint venture, consortium or association jointly and severally liable.
7	For notices , the Purchaser's address shall be: Attention: <u>Registrar General , High Court of Madhya Pradesh, Jabalpur</u> Street Address: <u>Jabalpur</u> City: <u>Jabalpur</u> Pin Code: 482001 Country: <u>India</u> Telephone: <u>+91-761-2623358</u> Electronic mail address: mphc@nic.in
8	The governing law shall be: India
9	The formal mechanism for the resolution of disputes shall be: The Arbitrator appointed by Hon'ble the Chief Justice.
10	Details of shipping and documents to be furnished by the Supplier shall be to the Registrar General, High Court of Madhya Pradesh, Jabalpur.
11	The price adjustment shall be: Negotiable

<p>12</p>	<p>The terms of payment shall be:</p> <p>Phase – I RFID system for the Assets Tracking and Inventory Management System at High Court and Subordinate Courts</p> <p>Development of a RFID System (40%).</p> <p>A. 10% of the contract amount after Software requirement specification.</p> <p>B. 10% of the contract amount after Software Design Description.</p> <p>C. 20% of the contract amount after Coding and Development.</p> <p>10% of the contract amount after Supply of the Computer Hardware and peripherals.</p> <p>20% of the contract amount after Successful implementation of RFID project.</p> <p>20% of the contract amount after Training (including fixes of on any gaps/issues).</p> <p>10% after the FMS period of the project is over.</p>
	<p>Phase – II RFID based tracking system for the Files / Important Documents of the High Court</p> <p>Development of a RFID System (40%).</p> <p>A. 10% of the contract amount after Software requirement specification.</p> <p>B. 10% of the contract amount after Software Design Description.</p> <p>C. 20% of the contract amount after Coding and Development.</p> <p>10% of the contract amount after Supply of the Computer Hardware and peripherals.</p> <p>30% of the contract amount after Successful implementation of RFID project.</p> <p>20% of the contract amount after Training (including fixes on any gaps/issues).</p> <p>10% after the FMS period of the project is over.</p>
<p>13</p>	<p>The currencies for payments shall be: <u>Indian Rupees</u></p>
<p>14</p>	<p>The Supplier shall provide a Performance Security of <u>10%</u> percent of the Contract Price. The Performance Security shall be denominated in the following amounts and currencies:<u>Indian Rupees</u></p>
<p>15</p>	<p>The types of acceptable Performance Securities are: <u>Unconditional Bank Guarantee; or an Irrevocable letter of credit; or a cashier's cheque valid for the period of 38 months of Nationalized / Scheduled Bank.</u></p>

16	Discharge of Performance Security shall take place: <u>after warranty period of 3 years in over and successful completion. (38 months)</u>
17	The insurance coverage to be done by the <u>bidder.</u>
18	The liquidated damage shall be: <u>0.5%</u> per week of the contract price or part thereof and up to maximum of 10 weeks, afterwards the termination of the contract shall be done.
19	The maximum amount of liquidated damages shall be: <u>10% of the contract value.</u>
20	The period of validity of the warranty shall be: <u>03 years for software and hardware.</u>
21	The amount of aggregate liability shall be: <u>equal to the agreement cost.</u>

Section IX. Contract Forms

Agreement

THIS AGREEMENT made the _____ day of _____ between _____ of _____ (hereinafter "the Purchaser"), of the one part, and _____ of _____ (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for hardware, software and Related Services, _____ viz., _____ and has accepted a Bid by the Supplier for the supply of those hardware software and Related Services in the sum of _____ (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Purchaser's Notification to the Supplier of Award of Contract;
 - (b) the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - (c) the Special Conditions of Contract;
 - (d) the General Conditions of Contract;
 - (e) the Schedule of Supply; and
 - (f) any other document with regard to above and all related correspondence.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the hardware, software and Related

Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the hardware, software and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signed by _____ (for the Purchaser)

Signed by _____ (for the Supplier)

Performance Security

Date: _____

Contract Name and No.

: _____

To:

WHEREAS _____ (hereinafter "the Supplier") has undertaken, pursuant to Contract No. _____ dated _____, _____ to supply _____ (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security _____ issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned _____, legally domiciled in _____, (hereinafter "the Guarantor"), have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of _____ and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the _____ day of _____, _____.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the security for and on behalf of _____

Date _____