

## **HIGH COURT OF MADHYA PRADESH: JABALPUR**

### **// NOTICE INVITING TENDER //**

e-Tenders are invited by the High Court of Madhya Pradesh for the “Purchase of Computer Hardware Articles under “Buyback” for the High Court and District Courts in the State of Madhya Pradesh”. The last date of online tender submission is **26<sup>th</sup> May, 2025 before 06:00 P.M. (mandatory)**. The sealed tender complete in all respect addressed to **“Registrar General, High Court of Madhya Pradesh, Jabalpur”** must be submitted before **05:00 P.M. on 27<sup>th</sup> May, 2025 (mandatory)**. The technical bids of the tender shall be opened online on **28<sup>th</sup> May, 2025 at 11:00 A.M.** The detailed tender document is available in the official website of the High Court of Madhya Pradesh **[www.mphc.gov.in](http://www.mphc.gov.in)** and Government e-procurement portal **[www.mptenders.gov.in](http://www.mptenders.gov.in)**.

Sd/-

REGISTRAR GENERAL

# **HIGH COURT OF MADHYA PRADESH: JABALPUR**

**// NOTICE INVITING TENDER //**

**Ref.No.Reg(IT)(SA)/2025/645**

**Dated: 17/04/2025**



**Bid Document for**

**Tender for the Purchase of Computer Hardware Articles**  
**under “Buyback” for the High Court and District Courts in**  
**the State of Madhya Pradesh**

**Note:-**This document contains total **50 pages** including cover. No change and modification in the document by the bidder is permissible.

## **TABEL OF CONTENTS**

<b>Section</b>	<b>Particulars</b>	<b>Page No.</b>
<b>1.</b>	NOTICE INVITING TENDER	<b>3-4</b>
<b>2.</b>	INSTRUCTIONS TO BIDDERS	<b>5-15</b>
<b>3.</b>	TERMS AND CONDITIONS FOR E-TENDERING	<b>16-17</b>
<b>4.</b>	GENERAL CONDITIONS OF THE CONTRACT (GCC)	<b>18-24</b>
<b>5.</b>	SPECIAL CONDITIONS OF THE CONTRACT (SCC)	<b>25-26</b>
<b>6.</b>	SCOPE OF WORK	<b>27-30</b>
<b>7.</b>	TECHNICAL SPECIFICATIONS	<b>31-33</b>
<b>8.</b>	FORMATS TO BE USED FOR SUBMISSION OF PROPOSAL	<b>34-42</b>
<b>9.</b>	CERTIFIACTES	<b>43</b>
<b>10.</b>	BUY-BACK DETAILS AND LIST OF LOCATIONS	<b>44-50</b>

## Section – I

**// NOTICE INVITING TENDER //**

**Ref.No. Reg(IT)(SA)/2025/645**

**Dated: 17/04/2025**

The Registrar General, on behalf of High Court of Madhya Pradesh, Jabalpur invites sealed tenders in two cover system from experienced and reputed firms/organizations/ Original Equipment Manufacturers and dealers for the **“Supply, Installation, Commissioning and Maintenance of computer hardware articles under buyback of old computer hardware articles at High Court of Madhya Pradesh and District Courts in the State of Madhya Pradesh”**.

Estimated Project Cost	Online EMD (In Rs.)	Online Cost of Tender Document (In Rs.)	Date and Time of Pre-Bid Meeting	Last Date / Time of online tender Submission (mandatory)	Last Date/ Time of tender submission in hardcopy (mandatory)	Date and Time of Opening of Technical Bid (online/ hardcopy)	Time for Completion of the entire work / project
33.50 Crore	67 Lakh	10,000/-	08 <sup>th</sup> May, 2025 at 11:30 A.M. in the Committee Hall No. 03 at High Court of Madhya Pradesh, Jabalpur	26 <sup>th</sup> May, 2025 before 06:00 P.M.	27 <sup>th</sup> May, 2025 before 05:00 P.M.	28 <sup>th</sup> May, 2025 at 11:00 A.M.	60 days

1. Tender documents may be viewed or purchased online by interested and eligible bidders from the website [www.mptenders.gov.in](http://www.mptenders.gov.in) after paying Tender fee of Rs.10,000/- and Processing Fee, as applicable. The tender document is also available in website <http://www.mphc.gov.in> for reference.
2. Bidders can submit its tender online at [www.mptenders.gov.in](http://www.mptenders.gov.in) on or before the key dates given above. The physical copy of the technical bid also be

submitted at the address below latest by **27<sup>th</sup> May, 2025 at 5:00 P.M.**

3. All further notifications/amendments, if any shall be posted on **[www.mptenders.gov.in](http://www.mptenders.gov.in)** and **[www.mphc.gov.in](http://www.mphc.gov.in)** only. No separate communication shall be made with individual Bidders.
4. **The financial bids are to be submitted only online and no hard copy to be submitted along with the bid.**

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

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

**Address for communication:-**

**Registrar General,**

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

**Email: [regithcjbptd@mp.gov.in](mailto:regithcjbptd@mp.gov.in)**

**Landline: 0761-2623358**

## Section – II

### 2. INSTRUCTIONS TO BIDDERS:-

#### 2.1 DEFINITIONS:-

- a) **“The Employer”** or **“The Purchaser”** means the Registrar General, High Court of Madhya Pradesh, Jabalpur.
- b) **“The Bidder”** means a firm which participates in the tender and submits its proposal.
- c) **“Successful Bidder”** means the Bidder, who, after the complete evaluation process, gets the Letter of Award. The Successful Bidder shall be deemed as **“Contractor”** appearing anywhere in the document.
- d) **“The Letter of Award”** means the issue of a signed letter by the Purchaser of its intention to award the work mentioning the total Contract Value. The timeline for delivery of products and services will start from the date of issue of Letter of Award.
- e) **“The Contract”** means the agreement entered into between the Employer and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- f) **“The Contractor”** means the individual or firm supplying the Goods and Services under this Contract.
- g) **“The Contract Price”** means the price payable to the Successful Bidder under the Letter of Award for the full and proper performance of its contractual obligations. The Contract Price shall be deemed as **“Contract Value”** appearing anywhere in the document.
- h) **“Site Acceptance Test (SAT)”** is a process of testing the contracted services provided by the Bidder at High Court of M.P., Jabalpur of the Purchaser. SAT comprises of Product Acceptance Tests with respect to Technical Specifications and Bill of Materials as specified in this tender, checking the installation, commissioning and integration of sub-components and giving Training at the site.

- i) **“Services”** supply, installation, commissioning, maintenance and onsite training of uses of computer hardware articles under buyback of old computer hardware articles and related accessories at High Court & District Courts in the State of Madhya Pradesh.
- j) **“NIT”** is the Notice Inviting Tender. It is essentially the Press Notification of the Tender.
- k) **“OEM”** - means Original Equipment Manufacturer.
- l) This tender is subject to availability of Budget / Funds with the High Court of M.P., Jabalpur.

## 2.2 **BID DOCUMENT:-**

2.2.1 The process and procedures of bidding, the materials to be supplied and the various terms and conditions of this tender are provided in the Bid Document.

The Bid Documents include:-

- |      |              |   |
|------|--------------|---|
| i.   | Section I    | Notice Inviting Tender.                 |
| ii.  | Section II   | Instructions to Bidders.                |
| iii. | Section III  | Terms and Conditions for e-tendering.   |
| iv.  | Section IV   | General Conditions of Contract.         |
| v.   | Section V    | Special Conditions of Contract.         |
| vi.  | Section VI   | Scope of work.                          |
| vii. | Section VII  | Technical Specifications.               |
| viii | Section VIII | Formats for Submission of Proposals.    |
| ix.  | Section IX   | Certificates.                           |
| x.   | Section X    | Buy-back details and List of Locations. |

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

## 2.3 **AMENDMENT OF BID DOCUMENTS:-**

2.3.1 At any time, prior to the date of submission of Bids, the Purchaser may, for

any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments.

**2.4 COST OF BIDDING:-**

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

**2.5 APPLICATION FEE (AF) AND EARNEST MONEY DEPOSIT (EMD):-**

2.5.1 The proposal should be submitted along with an **online** application fee of **Rs.10,000/- (Rupees Ten Thousand Only)** and online Earnest Money Deposit (EMD) of **Rs.67,00,000/- (Rupees Sixty Seven Lakh Only)** in the form of **online mode** through e-procurement tender portal **[www.mptenders.gov.in](http://www.mptenders.gov.in)** valid for the period of 06 months in favour of ***“Registrar General, High Court of Madhya Pradesh, Jabalpur”***. The Bid submitted without EMD and/or the application fee shall be summarily rejected.

2.5.2 The EMD of the successful Bidder will be returned when the Bidder has signed the Contract Agreement with the purchaser and has furnished the required Performance Guarantee.

2.5.3 The EMD will be forfeited:

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

**or**

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

**or**

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

**or**

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

2.6 **BID PRICES:-**

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

2.7 **DISCOUNTS:-**

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

2.8 **BID VALIDITY:-**

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

2.9 **ONLY ONE BID PER PARTY:-**

Each bidder is permitted to submit ONLY ONE BID. In case it is found that any party has submitted more than one bid for the subject work(s) in any of the above capacities, all bids so submitted may be summarily rejected and the EMPLOYER shall not entertain any further request / correspondence in this matter. No joint venture shall be accepted.

2.10 **SUBMISSION OF PROPOSALS:-**

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

2.10.2 The Bidders are required to fill up and submit the documents with their proposals.

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

(a) **Envelope-1:** Containing Online Earnest Money Deposit (EMD) of

**Rs.67,00,000/- (Rupees Sixty Seven Lakh Only)** valid for the period of six months. The envelope should be super scribed as “**Envelope-1: EMD**” at the top left corner of the envelope.

- (b) **Envelope-2:** Pre-qualification Proposal and Technical Proposal super scribed as “**Envelope 2 – Pre-qualification and Technical Proposal**” (Containing duly signed PRE- QUALIFICATION PROPOSAL SUBMISSION FORM as prescribed in the tender, Other required Prequalification documents, clause-by-clause compliance to the technical specifications of the equipments as prescribed in Section-VII, all technical literature, brochures, any other related material etc.). In the technical proposal, there should not be any indication about the prices (printed or otherwise) of any of the products offered.
- (c) **Commercial/ Financial Proposal to be submitted online only and no hard copy is to be enclosed along with the bid.**

**2.10.4** All the sealed envelopes should again be placed in a sealed cover super scribed as “**Supply, Installation, Commissioning and Maintenance of computer hardware articles under buyback of old computer hardware articles at High Court and District Courts in the State of Madhya Pradesh**” from: M/s \_\_\_\_\_” “**NOT TO BE OPENED BEFORE 11.00 A.M on 28<sup>th</sup> May, 2025** which will be received and time mentioned in the Schedule of Events (Section-II – 2.16) of this document. The Bid is to be submitted to the “**Registrar General, High Court of Madhya Pradesh, Jabalpur**”.

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

**2.11 LATE BIDS:-**

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

## 2.12 **MODIFICATION AND WITHDRAWAL OF BIDS:-**

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

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

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

## 2.13 **LOCAL CONDITIONS:-**

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

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

## 2.14 **CONTACTING THE PURCHASER:-**

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

## 2.15 **ELIGIBILITY/ PRE-QUALIFICATION CRITERIA:-**

2.15.1 The bidder should have integrated capability for undertaking such jobs of supply and installation of computer hardware articles under buyback of old computer hardware articles and has successfully executed such jobs. **A profile and supporting documents should be submitted along with the Technical Bid.**

2.15.2 Bidders that meet **ALL** of the following pre-qualification criteria need only apply. Average Annual Financial Turnover of the bidder during the last 03 years, ending **31<sup>st</sup> March, 2024** of previous financial year should be at least **Rs. Twenty Crore.**

2.15.3 Experience in Supplying and Installation of Computer Hardware articles during last 05 years ending last day of month previous to the month of publication of this tender, should be following:

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

**OR**

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

**OR**

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

**Similar works means:** Supplying and Installation of Computer Hardware articles at Government Organization/ Public Sector Companies and reputed private organizations.

## 2.16 SCHEDULE OF EVENTS:-

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

S. No.	Events	Date
01	Date of Pre-Bid meeting	08 <sup>th</sup> May, 2025 at 11:30 A.M. in the Committee Hall No. 03 at High Court of Madhya Pradesh, Jabalpur
02	Last date and time of online submission of proposal (mandatory).	26 <sup>th</sup> May, 2025 before 06:00 P.M.
03	Last date and time of tender submission in hardcopy (mandatory).	27 <sup>th</sup> May, 2025 before 05:00 P.M.
04	Date and time of opening of technical Bids.	28 <sup>th</sup> May, 2025 at 11:00 A.M.
05	Date and time of opening of the financial Bids at High Court of Madhya Pradesh, Jabalpur.	Date and time of opening of financial bids will be intimated to qualified bidders via e-mail / letter telephone.

## 2.17 OPENING OF PROPOSAL:-

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

## 2.18 **EVALUATION:-**

2.18.1 The Purchaser reserves the right to modify the Evaluation Process at any time during the Tender Process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

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

2.18.3 **Phase-1: Online Application Fee & Online EMD:** First, the envelope containing copy of Application fee and copy of Earnest Money Deposit will be opened and if both are found furnished by the Bidders in the prescribed manner, then the second envelope containing Pre-Qualification & Technical Proposal documents shall be opened. At any stage during the evaluation, if the EMD is found invalid, the respective Bidder's bid will be summarily rejected.

**Phase-2: Pre-Qualification and Technical Proposal Evaluation:** The Bidder shall have to fulfill all the Pre-qualification Criteria. These documents will be scrutinized along with the Technical Proposal in this phase of evaluation. Those bidders who do not fulfill the terms and conditions of Pre-qualification Criteria as specified in this tender or whose Technical Proposal is non-responsive will not be eligible for further communication. Technical Proposals of the Bidders would be evaluated for the clause-by-clause compliance of the technical specifications as mentioned in the Bid document. Evaluation of Prequalification and Technical Proposal by Registrar General, High Court of Madhya Pradesh shall not be questioned by any of the Bidders. The Purchaser reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Commercial Proposal. The proposals shall be opened in presence of their representatives who choose to attend.

**The Commercial Proposal Evaluation will be based on the “Total Cost”, which would be the total payouts including all taxes, duties and levies for the supply, installation, commissioning, maintenance of computer hardware articles under buyback of old computer hardware articles and maintenance cost. The bid shall be treated as a complete package.**

**2.19 DECIDING AWARD OF CONTRACT:-**

2.19.1 The Purchaser reserves the right to ask for a technical elaboration/ clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time after opening the proposal. The Bidder has to present the required information to the Registrar General, High Court of Madhya Pradesh or its appointed representative on the date asked for, at no cost to the Purchaser.

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

2.19.3 The Purchaser will notify the Successful Bidder on its intention to award the work through “Letter of Award” mentioning the total purchase Value. The timeline for delivery of products and services will start from the date of issue of Letter of Award.

2.19.4 The Purchaser will subsequently send the Successful Bidder the Form of Contract Agreement, incorporating all agreements between the parties.

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

**2.20 GENERAL INSTRUCTIONS TO THE BIDDERS:-**

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

2.20.2 All cutting, overwriting in the proposal should be authenticated by the initials of the authorized signatory. In case of any calculation error the unit rates would prevail. The amount will also have to be written in words.

2.20.3 Successful bidder/OEM must ensure his establishment in India and in the State of Madhya Pradesh for post-installation services and support.

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

**2.21 CONFIDENTIALITY:-**

2.21.1 The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.

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

- 2.21.3 At all times during the performance of the Services, the Bidder shall abide by all applicable High Court of Madhya Pradesh security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- 2.21.4 The Bidder should not disclose to any other party and keep confidential the terms and conditions of this tender, any amendment hereof, and any Attachment or Annexure hereof.
- 2.21.5 The obligations of confidentiality under this section shall survive rejection/termination/expiry of the contract for a period of three years.

### **Section – III**

#### **3. Terms and Conditions for e-Tendering:-**

- 3.1 For participation in e-tendering module, it is mandatory for prospective bidders to get registration on website **www.mptenders.gov.in** Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
- 3.2 Tender documents can be purchased *only online* on payment of tender fees and downloaded from website **www.mptenders.gov.in** by making online payment for the tender document fee.
- 3.3 Service and gateway charges shall be borne by the bidders.
- 3.4 Since the bidders are required to sign their bids online using class–III Digital Signature Certificate, they are advised to obtain the same at the earliest.
- 3.5 For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website [www.mptenders.gov.in](http://www.mptenders.gov.in) . Please note that it may take upto 07 to 10 working days for issue of Digital Signature Certificate. Department will not be responsible for delay in issue of Digital Signature Certificate.
- 3.6 If bidder is going first time for e-tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- 3.7 Bidders are requested to visit our e-tendering website regularly for any clarification and / or due date extension.
- 3.8 Bidder must positively complete online e-tendering procedure at **www.mptenders.gov.in**
- 3.9 Department shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever.
- 3.10 For any type of clarification bidders can / visit [www.mptenders.gov.in](http://www.mptenders.gov.in). For any technical related queries please call at 24x7 Help Desk Number 0120-4001 002; 0120-4200 462; 0120-4001 005; 0120-6277 787; Technical-support-[eproc@nic.in](mailto:eproc@nic.in). Support timings: Monday to Saturday from 10:00AM to 7:00PM.

- 3.11 Interested bidders may attend the free training programme in Bhopal at their own cost. For further query please contact help desk.
- 3.12 The bidder who so ever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the authority letter as well as submit the copy of same in physical form with the offer of particular tender.
- 3.13 **The firms registered under NSIC and MSME (The vendor to be registered with both NSIC and MSME for claiming exemption of tender fees) are exempted for submission of tender fees only. But they have to submit valid EMD as per the tender requirement.**

## **Section – IV**

### **4. GENERAL CONDITIONS OF THE CONTRACT (GCC):-**

#### **4.1 SPECIFICATIONS:-**

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

#### **4.2 PERFORMANCE GUARANTEE:-**

4.2.1 The Successful Bidder will be required to furnish performance guarantee in the form of unconditional Bank Guarantee issued by a Nationalized / Scheduled Bank in India equivalent to 03% of the Contract Value valid for a period of **60 months** within 15 days from the date of contract.

#### **4.2.2 Bank Guarantee:-**

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

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

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

#### **4.3 DELIVERY OF MATERIALS AND RELATED DOCUMENTATION:-**

4.3.1 Delivery, Installation and Commissioning of the materials /items along with the related documents as per Bill of Materials Section and Technical Specification Section are the responsibility of the Bidder.

4.3.2 The Successful Bidder shall ensure that all Products/equipments are supplied within the Implementation schedule mentioned in the tender document under Section IV.

4.3.3 The Successful Bidder shall submit all the Software Kits (CDs), License Papers, Warranty Papers and any other relevant documentation related to the supplied products to the Purchaser along with the supplied products/equipments /software.

#### 4.4 **WARRANTY:-**

4.4.1 The Bidder is required to provide on-site comprehensive warranty valid for the period of 60 months for all supplied products/ equipments / software.

4.4.2 The Bidder shall warrant that all the equipment supplied under the contract is newly manufactured and shall have no defect arising out of design, materials or workmanship or from any act or omission of the Bidder that may develop under normal use of the supplied equipments in the conditions prevailing across the country.

4.4.3 The Bidder shall warrant that the services provided under the contract shall be as per the Warranty Service Level Requirements given under **Section-VI**. During the warranty, the Bidder shall perform all the functions as enunciated in Section-V at no extra cost to the Purchaser. All the penalty clauses shall be applicable during the period of warranty in case of failure on part of Bidder. The terms and conditions for Warranty are given in **Section-VI**.

4.4.4 The Bidder shall quote for comprehensive on-site warranty for three years, which shall become effective after the Final Acceptance Sign-off. The cost, including visits of the engineers, etc., shall be quoted as part of the individual equipment prices. No separate charges shall be paid for visit of engineers or attending to faults and repairs or supply of spare parts.

4.4.5 The Registrar General, High Court of Madhya Pradesh shall promptly notify the Bidder about any claims arising under this warranty. Upon receipt of such notice, the Bidder shall repair/replace/reconfigure/re-provision the

defective equipment or service. Replacement under warranty clause shall be made by the Successful Bidder free of all charges at site including freight, insurance and other incidental charges.

4.4.6 The Bidder shall at the time of submitting the bid submit the Technical Proposal specifying how the Bidder proposes to carry out repair under Warranty. The Bidder shall also indicate what spares will be kept for immediate replacement. The infrastructure planned to be created by the Bidder to fulfill his obligations under Warranty and his action plan to deal with the various situations arising out of hardware and software faults shall be clearly indicated.

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

#### 4.5 **PAYMENT TERMS:-**

4.5.1 **For the supply, installation, commissioning, testing, training and warranty maintenance of items as per tender for 60 months:**

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

4.5.1.1 80% of total price against delivery of the all equipments at the site after submitting the duly verified delivery challan of the site / locations certified by the Officer of the High Court/District Court as mentioned under scope of work in the tender document.

4.5.1.2 20% of total price against successful Installation of printer and getting Sign-off from the Officer of the High Court/District Court as mentioned under scope of work in the tender document.

#### 4.6 **PRICES:-**

4.6.1 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to adjustment. **The rate shall be**

**valid for the period of one year from the date of agreement.** The High Court reserves the right to place the orders for additional quantities as and when required during the period of contract. **However on introduction of new taxes / duties, the rates of the quoted items shall be change in same proportionate.**

**4.7 PURCHASER'S RIGHTS:-**

**4.7.1 *The Purchaser reserves the right to make changes within the scope of the work at any point of time.***

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

**4.8 TIME SCHEDULE TO COMPLETE THE CONTRACT:-**

**4.8.1 *The successful bidder shall complete the assignment within 60 days from the date of contract.***

**4.8.2** The Successful Bidder shall ensure that the delivery of Products/ equipment and/or the delivery of the services are in accordance with the time schedules specified in this tender. In case of any deviation from the schedule, the Purchaser reserves the right to either cancel the Contract and/or recover Liquidated Damage charges.

**4.8.3** The Successful Bidder, if faced with problems in timely delivery of services, which have dependencies on the Service Provider and/or the Purchaser, which are beyond their control at any time before the Final Acceptance Signoff, shall immediately inform the Purchaser in writing, about the causes of the delay and tentative duration of such delay etc. The Purchaser, on receipt of such notice, shall analyze the facts at the earliest and may at its sole discretion, extend the contract period as deemed reasonable.

**4.8.4** Any delay by the Successful Bidder in the delivery of Products/ equipment and/or the services will make the Successful Bidder liable to any or all of

the following:

- i. Forfeiture of Performance Bank Guarantee.
- ii. Imposition of Liquidated Damage charges.
- iii. Termination of the contract for default.
- iv. Blacklisting of the Successful Bidder.

#### **4.9 LIQUIDATED DAMAGES:-**

If the Bidder fails to deliver any or all of the equipment or to perform the services within the time period(s) specified in tender, the Registrar General, High Court of Madhya Pradesh shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price. Once the maximum is reached, the Registrar General, High Court of Madhya Pradesh may consider termination of the contract.

#### **4.10 FORCE MAJEURE:-**

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

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

of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

#### 4.11 **TERMINATION:-**

- 4.11.1 Termination on expiry of the CONTRACT: The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the Registrar General, High Court of Madhya Pradesh has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.
- 4.11.2 Termination on account of Force Majeure: The Registrar General, High Court of Madhya Pradesh shall have the right to terminate the Contract on account of Force Majeure.
- 4.11.3 Termination on account of insolvency: In the event the Successful Bidder at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Registrar General, High Court of Madhya Pradesh, Jabalpur shall, by a notice in writing have the right to terminate the Contract and all the Successful Bidder's rights and privileges hereunder, shall stand terminated forthwith.
- 4.11.4 Termination for breach of contract: A breach by the Successful Bidder of its obligations hereunder and such breach not being rectified by the Successful Bidder within 30 days of receipt of the Purchaser's notice intimating such breach. Upon termination, the Successful Bidder shall surrender all the data and materials belonging to the Purchaser.
- 4.11.5 Termination for delay: Successful Bidder shall be required to perform all activities/services as per the terms and conditions mentioned in the tender document. If the Successful Bidder fails to do so, the Contract may be terminated by Registrar General, High Court of Madhya Pradesh by giving written notice unless Registrar General, High Court of Madhya Pradesh has extended the period with levy of Liquidated Damages as per tender.

4.11.6 The Registrar General, High Court of Madhya Pradesh may at any time

terminate the Contract by giving notice without assigning any reason.

4.11.7 Consequences of termination: In all cases of termination herein set forth, the obligation of the Registrar General, High Court of Madhya Pradesh to pay shall be limited to the period upto the date of effective termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or forbearance after such termination.

4.11.8 In case of termination of Contract herein set forth the Contractor shall be put on holiday *[i.e. neither any enquiry will be issued to the party by the Registrar General, High Court of Madhya Pradesh against any type of tender nor their offer will be considered by Registrar General, High Court of Madhya Pradesh against any ongoing tender(s) where contract between Registrar General, High Court of Madhya Pradesh and that particular Contractor (as a bidder) has not been finalized]* for two years from the date of termination by the Registrar General, High Court of Madhya Pradesh to such Contractor.

4.12 **ARBITRATION:-**

In case of any dispute following arbitration clause will apply: - Any question, dispute or difference arising under the contract, shall be referred to the sole arbitrator appointed by Hon'ble the Chief Justice of High Court of M.P., Jabalpur. The award of the arbitrator shall be final and binding on both the parties to the contract. The place of arbitration shall at Jabalpur only.

The expense of arbitration will be incurred by the parties asked and subject to final award. The Arbitration & Reconciliation Act, 1996 and the rules there under, any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this contract.

4.13 **GOVERNING LAWS AND JURISDICTION:-**

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

## **Section – V**

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

#### **5.1 DEFINITION:-**

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

#### **5.2 EQUIPMENTS AND SUPPORTING ACCESSORIES/ SOFTWARE:-**

5.2.1 All the equipments / systems / items to be supplied shall conform to the relevant technical specifications as mentioned in Section VII of this document.

#### **5.3 SITE ACCEPTANCE TESTS (SAT):-**

5.3.1 The Purchaser shall carry out all the tests detailed in the Acceptance Test Schedule to be furnished by the Contractor to confirm that the performance of the entire installation satisfies the specification requirements. The Purchaser reserves the right to include any other tests which in his opinion is necessary to ensure that the equipment meets the specifications.

5.3.2 The Purchaser reserves the right to ask for modifications/additions to the Site Acceptance Test Procedure at any point of time till the Site Acceptance signoff of each location.

5.3.3 The Site Acceptance Tests shall cover the intended functioning of the equipments with proper integration with other sub components, applications and software's.

5.3.4 The contractor shall carry out the Site Acceptance Tests in the presence and supervision of the Purchaser or its designated Officer at the site. The contractor, at its own cost, shall provide the testing of equipment/instruments/software programs necessary for performing and demonstrating the Site Acceptance Tests.

- 5.3.5 The purchaser or its appointed testing authority shall supervise the tests at each site, as described in the site acceptance test procedure and performed by the contractor to confirm that the complete solution at each site satisfies the requirement of specifications including the service performance.
- 5.3.6 The contractor shall rectify all deficiencies immediately, if found, in the performance of the system as per the requirement during the Site Acceptance Tests, at no cost to the High Court of Madhya Pradesh, Jabalpur.
- 5.3.7 Any components or modules failing during the acceptance tests shall be replaced free of cost by the Contractor. These replacements shall not be made out of spares supplied by the Contractor as part of supplies under this Contract. This shall also not entitle the contractor to any extension of completion time.
- 5.3.8 The cost of all test and / or analysis shall be fully borne by the contractor.
- 5.3.9 The completed installation at all stages shall be subjected to checks and tests as decided by Purchaser. The contractor shall be liable to remedy all of such defects as discovered during these checks and test and make good all deficiencies brought out. The complete installation shall be taken over finally on successful commissioning in entirety.
- 5.4 **CONSIGNEE AND SECURITY OF MATERIAL:-**
- 5.4.1 Any stores lost, prior to formally taking over by the Purchaser, shall be made good by the contractor at no cost to the Purchaser.

## **Section – VI**

### **6. SCOPE OF WORK:-**

6.1 The High Court of Madhya Pradesh is desirous to Supply, Installation, Commissioning and Maintenance of computer hardware articles under buyback of old computer hardware articles at High Court and District Courts in the State of Madhya Pradesh.

### **6.2 SUPPLY:-**

6.2.1 Supply of all computer hardware articles with all accessories, media, software and documentation.

### **6.3 INSTALLATION & WIRING:-**

6.3.1 Installation & wiring of all the supplied computer hardware articles along with accessories.

### **6.4 INSTALLATION PRACTICE AND METHOD OF WORK:-**

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

6.4.2 The completed installation shall be subject to checks at all stages and tests as prescribed in the bid or as deemed necessary by the Registrar General. The same shall be done by the Purchaser and the contractor shall be liable to rectify such defects as brought out by the Purchaser during these checks and tests and make good all deficiencies at his own cost.

### **6.5 COMPREHENSIVE WARRANTY:-**

6.5.1 The contractor will be required to maintain the installed computer hardware articles for the period of **five** years after the successful installation of the printer.

### **6.6 WARRANTY TERMS AND CONDITIONS:-**

- 6.6.1 The Contractor shall be solely responsible for the maintenance, repair of the whole system supplied and integrated. The Registrar General, High Court of Madhya Pradesh shall not be liable to interact with any of the partners/ collaborators of the Contractor.
- 6.6.2 The Contractor shall have adequate Technical Support Center to meet the criteria for fault restoration/faulty unit repair times as mentioned in the Section-V. The Contractor shall furnish the names, locations, complete postal address, Telephone numbers and FAX numbers of all Technical support Centers at the time of signing the Contract.
- 6.6.3 The Contractor shall also provide the name of alternate contact person or Technical Support Center with address & telephone /FAX no., which may be contacted by Registrar General, High Court of Madhya Pradesh or its authorized staff for support in case of no response/poor response from the designated Technical support center. This, however, shall not preclude from imposing the penalties, if any, as applicable as per the terms & conditions of this tender.
- 6.6.4 Any change in Address, Phone number, Fax Number etc. shall have to be intimated in writing by the Contractor to the Registrar General, High Court of Madhya Pradesh, Jabalpur.
- 6.6.5 The Contractor shall ensure that all the Technical support centers are manned by fully competent and responsible Engineers and are capable of attending faults / supporting their engineers at the High Court of Madhya Pradesh Jabalpur.

## 6.7 **WARRANTY SERVICE LEVEL REQUIREMENTS - SLA:-**

### 6.7.1 **Service Hours and Preventive Maintenance:-**

The Service window for all the equipments would be 09:00 AM to 06:00 P.M. from Monday to Saturday, excluding National Holidays. **The preventive maintenance is to be carried out on yearly basis and when required by the High Court.**

### 6.7.2 **Scheduled Downtime:-**

- (a) Scheduled downtime is defined as the period of time when printer in not functioning on account of Holidays.
- (b) It will be expressed in Hours.
- (c) The maximum scheduled downtime for any printer would be 04 days every calendar month.
- (d) The preventive maintenance would be carried out with a minimum advance notice of 24 hours in writing and subsequent acceptance of the same by Registrar General, High Court of Madhya Pradesh or officer who will execute the contract.

**6.7.3 Mean Time To Resolve (MTTR):-**

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

S. No.	Severity Level
1	High
2	Low

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

Parameter	Details	Measurement Criteria	Penalties per day of delay / per fault / per occasion
Mean time to resolve (MTTR)	(i) Within 48 Hours from the call logging time – for all High Severity events (ii) Within 72 hours from the time of attending the problem for all Low severity events	Calculation of fault duration per instance based on complaint reported /logged	(i) For High Severity events, <b>Rs.500/-</b> (ii) For Low Severity events, <b>Rs.200/-</b>

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

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

(b) 95% of the times for the MTTR of Low Severity Events

- 6.7.4.2 The penalty will be applicable on per fault basis even if there is a commonality of fault at any point causing full or part failure of services. Penalty will be deducted from the performance guarantee submitted against due execution of the Contract or from the bill amount that is due for payment to the contractor.
- 6.7.4.3 After the expiry of Warranty, it shall be optional for Registrar General, High Court of Madhya Pradesh not to enter the contract further with the contractor. If Registrar General, High Court of Madhya Pradesh is not satisfied with the performance of the Contractor during Warranty it reserves the right to terminate the same during its currency, after giving notice to the Contractor.
- 6.7.4.4 The Contractor has to maintain adequate spares for maintaining the SLA (Service Level Agreement) parameters as mentioned below. Any cost involved to meet the service level requirements specified above is to be borne by the Bidder.
- 6.7.4.5 In case the Service Level Requirements are violated continuously for a period of one month, the Purchaser reserves the right to terminate the Contract by giving a written notice to the Successful Bidder.

## Section – VII

### 7. TECHNICAL SPECIFICATIONS:-

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

- (i) Five years comprehensive Onsite Warranty.
- (ii) Enclose all product catalogues and technical brochures of the products / items along with **MANUFACTURER AUTHORIZATION FORM (MAF) addressed to the "Registrar General, High Court of Madhya Pradesh", Jabalpur (M.P.)**
- (iii) The Original equipment manufacturer can authorize more than one partner for participation in the bid.

### “SPECIFICATIONS – A”

#### All-in-One-Computers (non-touch) of reputed make and model under buy back of old Computers

<b>S. No.</b>	<b>Description</b>	<b>Specification</b>	<b>Technical Compliance YES/NO</b>	<b>Remarks, if any</b>
1	<b>Type</b>	<b>All-in-One PC</b>		
2	<b>Processor</b>	<b>x86 Processor i.e. Intel i5, 12000 series / AMD Ryzen5, 5000 series (Six Core and Twelve thread or higher), 4.4 GHz or higher turbo frequency) with Efficient core base frequency 1.8 GHz and Performance core base frequency 2.5 GHz or equivalent or better.</b>		
3	<b>Motherboard</b>	<b>Motherboard to be from the AIO OEM. And the system must be capable for 64-bit operating system (Microsoft Windows and Ubuntu / Red hat / Suse Linux). Security: Integrated Hardware TPM 2.0 security module in the motherboard.</b>		
4	<b>Chipset</b>	<b>Chipset: Intel Q Series or AMD Pro series or higher.</b>		
5	<b>Memory</b>	<b>8GB DDR-5 4400 MHz or higher expandable up to 64GB</b>		
6	<b>Graphics</b>	<b>Integrated FHD or better Graphic controller</b>		

7	<b>Storage</b>	<b>Minimum 512 GB PCIe M.2 NVMe SSD Drive or more, support up to 2 TB PCIe M.2 NVMe SSD or more</b>		
8	<b>Network</b>	<b>Integrated Gigabit Ethernet controller with RJ-45 connector, WIFI and Bluetooth 5.0 or higher.</b>		
9	<b>External Ports</b>	<b>External Ports: 2 x USB 2.0 or higher and 2 x USB 3.0 or higher ports, 1 USB Type C, 1 HDMI port or 1 DP port. In case of Display port, the vendor has to provide display to HDMI converter.</b>		
10	<b>Audio</b>	<b>Integrated sound controller</b>		
11	<b>Keyboard</b>	<b>Standard 104 Keys OEM Keyboard with Rupee Symbol and USB Interface</b>		
12	<b>Mouse</b>	<b>OEM Optical USB Scroll Mouse with Mouse pad</b>		
13	<b>Display</b>	<b>23" or higher LCD/TFT display non-touch having FHD (1920x1080) or better resolution and TCO/BIS certified</b>		
14	<b>Webcam</b>	<b>Full HD with integrated mike</b>		
15	<b>Power Management &amp; DMI</b>	<b>System with Power management features &amp; Desktop Management Interface implementation</b>		
16	<b>Power efficiency</b>	<b>Minimum 85%</b>		
17	<b>OS Support</b>	<b>Latest version of Windows, Linux (Ubuntu Linux) OS. Supplier to provide latest drivers for Windows, Linux (Ubuntu). Windows and Ubuntu certifications must be available in the public domain against the quoted AIO model name not for the quoted model series (certifications to be submitted along with the tender technical proposal).</b>		
18	<b>Accessories</b>	<b>System user manual and all other necessary accessories</b>		
19	<b>Compliance &amp; Certifications</b>	<b>Complete system should be BIS registered, BEE / Energy Star certified and RoHS Complied and EPR Complied</b>		
20	<b>Stand</b>	<b>Standard Height adjustable</b>		
21	<b>Warranty</b>	<b>Complete systems with minimum Five Years OEM onsite comprehensive warranty support. MAF from OEM is a must.</b>		

**“SPECIFICATIONS – B”**

**Duplex Network Laser printer with Wi-Fi of reputed make and model  
under buyback of old Printers**

<b>S. No.</b>	<b>Items</b>	<b>Minimum Specifications</b>	<b>Technical Compliance YES/NO</b>	<b>Remarks, if any</b>
01	<b>Print Speed</b>	<b>Minimum 25 ppm</b>		
02	<b>Resolution</b>	<b>600 x 600 dpi and above</b>		
03	<b>Memory</b>	<b>128 MB RAM</b>		
04	<b>duty cycle</b>	<b>Minimum 8000 pages per month</b>		
05	<b>Port</b>	<b>High Speed USB port</b>		
06	<b>Networking</b>	<b>10 Base T/100 Base Tx networking ETHERNET Connectivity ,built-in Ethernet, WiFi 802.11ac /802.11 b/g/n.</b>		
07	<b>Printing</b>	<b>Automatic Duplex printing : A4, LEGAL, LETTER</b>		
08	<b>Operating System supported</b>	<b>Ubuntu Linux and Windows Operating System</b>		
09	<b>Energy star/ BEE Certified / BIS certified</b>	<b>Yes Required</b>		
10	<b>OEM Product</b>	<b>Original Equipment Manufacturer (OEM) Manufacture or its authorized distributors/ dealers with OEM</b>		
11	<b>Warranty</b>	<b>5 Years on site Comprehensive Warranty support with Level 1 Support from bidder and Level2 support from OEM</b>		
12	<b>Service Centre</b>	<b>Must have Company Authorized Service Centre in Capital City / High Court Place</b>		

**Note:-**

1. The specifications mentioned above are minimum and the vendor may quote equivalent or higher specifications.

## SECTION-VIII

### Detail Break up of Cost :

**Name of the Bidder:**

**Specify Make:**

**Model:**

**Supply, Installation, Commissioning and Maintenance of computer hardware articles under buyback of old computer hardware articles at High Court of Madhya Pradesh and District Courts in the State of Madhya Pradesh.**

**TABLE – “A”**

S. N.	Item Description	Make and Model	Unit Price (In Rs.)	GST	Sales / Service Tax (In Rs.) as applicable any other duties / taxes	Total Unit Price (All inclusive) with 05 years onsite warranty (In Rs.)	Cost of Buy Back of Old Computer hardware article /items	Final Cost after Buy Back	Approx. No. of Items	Total Cost
1	2	3	4	5	6	7=4+5+6	8	9=7-8	10	11=10x9
01	All-in-One Computers (non-touch) under buyback <i>having</i> Minimum <b>Specification-A</b>								5504	
02	Duplex Network Laser printer with Wi-Fi under buyback <i>having</i> Minimum <b>Specification-B</b>								3550	

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

**Total Amount / Bid Value in Rupees:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Business address:** \_\_\_\_\_

**Tel. No. & Mobile No.** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Place:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Bidder with seal:**

**Form: PQ-1 Techno-commercial Bid**

Sl. No.	Description	Indicate also page number where documents are attached
1.	Name, address & telephone number of the agency/firm.	
2.	Name, designation, address & telephone number of authorized person.	
3.	Please specify as to whether Tenderer is sole Proprietor/Partnership Firm/Private or Limited Company.	
4.	Name, address & telephone number of Directors/Partners, Fax No., e-mail address.	
5.	Copy of PAN Card issued by Income Tax Department and Copy of previous 3 Financial Years Income Tax Return <b>(2021-2022, 2022-2023 &amp; 2023-2024)</b> .	
6.	Valid ISO 9001 Certificate <b>(Please attach copy of the products)</b> .	
7.	GST Registration No. (Please attach).	
8.	Latest GST Return (Please attach).	
9.	Experience Certificates / details of minimum 5 years in supplying and installation of computer hardware articles in Central Government /State Government /Public Sector Undertakings /Autonomous Bodies /reputed private sector companies.	
10.	Details of Bid Security/Earnest Money Deposit:- a) Amount: Rs.67,00,000/- b) Date of issue: c) Reference No.:	
11.	Online Tender Fees Details:- a) Amount: Rs.10,000/- b) Date of issue: c) Reference No.	

**Form: PQ-2**

**BIDDER'S ANNUAL TURNOVER**

\_\_\_\_\_ (Location)

\_\_\_\_\_ (Date)

From (Name & Address of the Statutory Auditor)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To,

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

**Ref.:** \_\_\_\_\_

Sir,

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

S. No.	Firm	2021-2022	2022-2023	2023-2024
		Amount	Amount	Amount
1.				

**Yours Sincerely,  
(Statutory Auditor)**

**Name of the Authorized Signatory:**

**Seal:**

**Form: PQ-3**

**SIMILAR WORK EXPERIENCE**

\_\_\_\_\_ (Location)

\_\_\_\_\_ (Date)

From (Name & Address of the Bidder)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To,

The Registrar General,  
High Court of Madhya Pradesh,  
Jabalpur

**Sub: Supply, Installation, Commissioning and Maintenance of computer hardware articles under buyback of old computer hardware articles at High Court of Madhya Pradesh and District Courts in the State of Madhya Pradesh.**

**Ref.:** \_\_\_\_\_

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

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

**Yours Sincerely,**

**(Signature of Authorized Signatory)**

**Name and Designation of the Authorized Signatory:**

**Name and address of the Bidder Company:**

**Seal:**

**Annexure - 1**

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

<b>Sl. No.</b>	<b>Clause no.</b>	<b>Complied / Not complied</b>

**Annexure - 2**

**DEVIATION STATEMENT FORMAT**

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

<b>Sl. No.</b>	<b>Section No.</b>	<b>Clause No</b>	<b>Clause Descript</b>	<b>Non Compliance/ Partial Compliance</b>	<b>Remarks</b>

**Annexure - 3**

**FORMAT FOR BIDDERS TO SUBMIT PRE-BID QUERY**

The Bidder has to submit their queries (in any section of the tender/ technical speculations) in the following format only.

<b>S. No.</b>	<b>Section No. / Clause No / Specification/ Page No.</b>	<b>Content of RFP Requiring Clarification</b>	<b>Query of the bidder / remarks of the bidder, if any</b>
1.			
2.			
cont..			
n....			

**Note: -**

- Submit the pre-bid query as mentioned in the above format **till 08.05.2025 through e-mail: [regithcjbptd@mp.gov.in](mailto:regithcjbptd@mp.gov.in)**. The pre-bid query received after 09.05.2025 will not be considered.
- The duly hard copy submission of pre-bid query as per the above format to be submitted along with the soft copy.
- In case any e-mail of the vendor received in the junk/spam mail shall not be considered for reply by the High Court.

**PART – I**  
**BID FORM (1 sheet)**

**Tender No. :**

**Date:**

**To,**

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

**Respected Sir,**

1. Having examined the conditions of contract and specifications in the tender document and annexure, the receipt of which is hereby duly acknowledged, we, undersigned, offer to Supply, Installation, Commissioning and Maintenance of computer hardware articles under buyback of old computer hardware articles at High Court of Madhya Pradesh and District Courts in the State of Madhya Pradesh for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to complete delivery of all the items specified in the contract within the delivery schedule specified in the tender.
3. If our Bid is accepted, we will obtain the unconditional performance guarantee of a Nationalized/Scheduled Bank for a sum 03% of the purchase / contract value.
4. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Purchase Order of Contract is prepared and a contract is executed accordingly, this Bid together with your written acceptance thereof in your notification of award shall constitute a contract binding

on us, subject to terms and conditions mentioned in the tender document.

- 6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
- 7. We understand that you are not bound to accept the lowest or any bid, you may receive and you may reject any bid without assigning reason therefore and you may vary, amend or alter any terms and conditions of the Tender Document at the time of execution of the Contract.

**Dated this ..... day of .....2025**

**Name and Signature** .....

**In the capacity of** .....

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

**Witness** .....

**Address** .....

**Signature**

**SECTION - IX**  
**CERTIFICATES**

***WE CERTIFY THAT:-***

1. We will not LEAK / DISCLOSE any information of High Court of Madhya Pradesh, Jabalpur to any other institutions/organizations, bodies and also in the market on the rates less than the prices quoted by us to the High Court.
2. The rate of TAXES / DUTIES mentioned in the tender is in accordance with the provisions of the rules in all respects and the same is payable to the Authorities.
3. The material / items offered shall be of the best quality strictly in accordance with the specifications and particulars as detailed in the tender.
4. The information furnished by us in the tender are true and correct to the best of our knowledge and belief.
5. We have read and understood the rules, regulations, terms and conditions of tender as applicable from time to time and agree to abide by them.
6. We will meet 100% Confidentiality and Integrity of the High Court Database and software.

***Authorized Signatory***

*(Seal of the Company)*

**SECTION - X**  
**ANNEXURE-“A”**

**Approximate details of Buy-Back of old Computer Hardware Articles / Items at High Court and District Courts in the State of Madhya Pradesh**

Old Items Descriptions	Approx. Age of hardware April-2025	Approx. Qty.
1	2	3
<b>Desktop Computers along with make and model</b>		
Acer VERITON M200	08 Years	16
HP-280G1	09 Years	82
Acer VERITON M2640G	07 Years	648
HCL Infiniti L A 380 Pro	12.5 Years	81
OptiPlex 3010	13 Years	21
HLBS HINUM	09 Years	28
Dell Vostro 3250	06 Years	27
Lenovo AO3MIH	07 Years	52
Lenovo V520s SFF	07 Years	2149
OptiPlex 3020	10 Years	27
<b>All-in-One-Computers along with make and model</b>		
OptiPlex 5250 All-in-One	07 Years	652
Lenovo Thinkcenter M800Z/M810Z/ (Non Touch)	7.5 Years	1676
HP ProOne 400 G1 AiO Touch 21.5	10 Years	45
<b>TOTAL</b>		<b>5504</b>
<b>Printers along with make and model</b>		
HP Office Jet Pro 8600/8610/8620	10 Years	18
HP M202dw (199+2319)	08 Years	2518
Canon imageCLASS LBP6230dn (158+846)	8.5 Years	1004
HP LASERJET PRO MODEL MFP226dn	08 Years	10
<b>TOTAL</b>		<b>3550</b>

**ANNEXURE-“B”****Approximate List of Locations**

<b>S. NO.</b>	<b>NAME OF DISTRICT</b>	<b>NAME OF COURT COMPLEXES</b>	<b>TYPE</b>
1	Agar-Malwa	AgarMalwa	District Courts
2	Agar-Malwa	Nalkheda	Tehsil Courts
3	Agar-Malwa	Susner	Tehsil Courts
4	Alirajpur	Alirajpur	Family Courts
5	Alirajpur	Alirajpur	District Courts
6	Alirajpur	Jobat	Tehsil Courts
7	Anuppur	Anuppur	Family Courts
8	Anuppur	Anuppur	District Courts
9	Anuppur	Rajendragram	Tehsil Courts
10	Anuppur	Kotma	Tehsil Courts
11	Ashok Nagar	Ashok Nagar	Family Courts
12	Ashok Nagar	Ashok Nagar	District Courts
13	Ashok Nagar	Mungaoli	Tehsil Courts
14	Ashok Nagar	Chanderi	Tehsil Courts
15	Balaghat	Balaghat	Family Courts
16	Balaghat	Balaghat	District Courts
17	Balaghat	Waraseoni	Tehsil Courts
18	Balaghat	Baihar	Tehsil Courts
19	Balaghat	Katangi	Tehsil Courts
20	Balaghat	Lanji	Tehsil Courts
21	Barwani	Barwani	Family Courts
22	Barwani	Barwani	District Courts
23	Barwani	Khetia	Tehsil Courts
24	Barwani	Rajpur	Tehsil Courts
25	Barwani	Sendhwa	Tehsil Courts
26	Barwani	Anjad	Tehsil Courts
27	Betul	Betul	District Courts
28	Betul	Multai	Tehsil Courts
29	Betul	Amla	Tehsil Courts
30	Betul	Bhainsdehi	Tehsil Courts
31	Bhind	Bhind	Family Courts
32	Bhind	Bhind	District Courts
33	Bhind	Lahar	Tehsil Courts
34	Bhind	Gohad	Tehsil Courts
35	Bhind	Mehgaon	Tehsil Courts
36	Bhopal	Bhopal	Family Courts
37	Bhopal	Bhopal	District Courts
38	Bhopal	Berasia	Tehsil Courts
39	Chhatarpur	Chhatarpur	Family Courts
40	Chhatarpur	Chhatarpur	District Courts
41	Chhatarpur	Nowgaon	Tehsil Courts
42	Chhatarpur	Bljavar	Tehsil Courts
43	Chhatarpur	Lavkush Nagar	Tehsil Courts
44	Chhatarpur	Badamalhra	Tehsil Courts
45	Chhatarpur	Rajnagar	Tehsil Courts

46	Burhanpur	Burhanpur	Family Courts
47	Burhanpur	Burhanpur	District Courts
48	Burhanpur	Nepanagar	Tehsil Courts
49	Chhindwara	Chhindwara	Family Courts
50	Chhindwara	Chhindwara	District Courts
51	Chhindwara	Amarwara	Tehsil Courts
52	Chhindwara	Pandhurna	Tehsil Courts
53	Chhindwara	Chourai	Tehsil Courts
54	Chhindwara	Sausar	Tehsil Courts
55	Chhindwara	Parasia	Tehsil Courts
56	Chhindwara	Junnardeo	Tehsil Courts
57	Chhindwara	Tamia	Tehsil Courts
58	Chhindwara	Harrai	Tehsil Courts
59	Damoh	Damoh	Family Courts
60	Damoh	Damoh	District Courts
61	Damoh	Hatta	Tehsil Courts
62	Damoh	Patharia	Tehsil Courts
63	Damoh	Tendukheda	Tehsil Courts
64	Datia	Datia	Family Courts
65	Datia	Datia	District Courts
66	Datia	Bhander	Tehsil Courts
67	Datia	Seondha	Tehsil Courts
68	Dewas	Dewas	District Courts
69	Dewas	Bagli	Tehsil Courts
70	Dewas	Sonkatch	Tehsil Courts
71	Dewas	Kannod	Tehsil Courts
72	Dewas	Khategaon	Tehsil Courts
73	Dewas	Tonkkhurd	Tehsil Courts
74	Dhar	Dhar	District Courts
75	Dhar	Kukshi	Tehsil Courts
76	Dhar	Manawar	Tehsil Courts
77	Dhar	Dharampuri	Tehsil Courts
78	Dhar	Badnawar	Tehsil Courts
79	Dhar	Dindori	Family Courts
80	Dindori	Dindori	District Courts
81	Dindori	Shahpura	Tehsil Courts
82	Dindori	Guna	Family Courts
83	Guna	Guna	District Courts
84	Guna	Aron	Tehsil Courts
85	Guna	Chachoda	Tehsil Courts
86	Guna	Raghograh	Tehsil Courts
87	Gwalior	Gwalior	Family Courts
88	Gwalior	Gwalior	District Courts
89	Gwalior	Dabra	Tehsil Courts
90	Gwalior	Bhitanwar	Tehsil Courts
91	Harda	Harda	District Courts
92	Harda	Khirkhya	Tehsil Courts
93	Harda	Timarni	Tehsil Courts
94	Narmadapuram	Narmadapuram	District Courts

95	Narmadapuram	Itarsi	Tehsil Courts
96	Narmadapuram	Pipariya	Tehsil Courts
97	Narmadapuram	Sohagpur	Tehsil Courts
98	Narmadapuram	SeoniMalwa	Tehsil Courts
99	Indore	Indore	Family Courts
100	Indore	Indore	District Courts
101	Indore	Hatod	Tehsil Courts
102	Indore	Sanwer	Tehsil Courts
103	Indore	Dr. Ambedkar Nagar	Tehsil Courts
104	Indore	Depalpur	Tehsil Courts
105	Jabalpur	Jabalpur	Family Courts
106	Jabalpur	Jabalpur	District Courts
107	Jabalpur	Sihora	Tehsil Courts
108	Jabalpur	Patan	Tehsil Courts
109	Jhauba	Jhauba	Family Courts
110	Jhauba	Jhauba	District Courts
111	Jhauba	Thandla	Tehsil Courts
112	Jhauba	Petlawad	Tehsil Courts
113	Katni	Katni	Family Courts
114	Katni	Katni	District Courts
115	Katni	Barhi	Tehsil Courts
116	Katni	Dhimarkheda	Tehsil Courts
117	Katni	Vijayraghavgarh	Tehsil Courts
118	Khandwa	Khandwa	Family Courts
119	Khandwa	Khandwa	District Courts
120	Khandwa	Harsud	Tehsil Courts
121	Khandwa	Punasa	Tehsil Courts
122	Mandla	Mandla	Family Courts
123	Mandla	Mandla	District Courts
124	Mandla	Niwas	Tehsil Courts
125	Mandla	Nainpur	Tehsil Courts
126	Mandla	Bichhiya	Tehsil Courts
127	Mandleshwar	Mandleshwar	Family Courts
128	Mandleshwar	Mandleshwar	District Courts
129	Mandleshwar	Khargone	Tehsil Courts
130	Mandleshwar	Sanawad	Tehsil Courts
131	Mandleshwar	Barwaha	Tehsil Courts
132	Mandleshwar	Bhikangaon	Tehsil Courts
133	Mandleshwar	Maheshwar	Tehsil Courts
134	Mandleshwar	Kasrawad	Tehsil Courts
135	Mandsaur	Mandsaur	Family Courts
136	Mandsaur	Mandsaur	District Courts
137	Mandsaur	Bhanpura	Tehsil Courts
138	Mandsaur	Garoth	Tehsil Courts
139	Mandsaur	Narayangarh	Tehsil Courts
140	Mandsaur	Sitamau	Tehsil Courts
141	Morena	Morena	District Courts
142	Morena	Ambah	Tehsil Courts
143	Morena	Jora	Tehsil Courts

144	Morena	Sabalgarh	Tehsil Courts
145	Narsinghpur	Narsinghpur	Family Courts
146	Narsinghpur	Narsinghpur	District Courts
147	Narsinghpur	Gadarwara	Tehsil Courts
148	Narsinghpur	TC Tendukheda	Tehsil Courts
149	Narsinghpur	Gotegaon	Tehsil Courts
150	Neemuch	Neemuch	District Courts
151	Neemuch	Manasa	Tehsil Courts
152	Neemuch	Jawad	Tehsil Courts
153	Panna	Panna	Family Courts
154	Panna	Panna	District Courts
155	Panna	Ajaygarh	Tehsil Courts
156	Panna	Pawai	Tehsil Courts
157	Raisen	Raisen	Family Courts
158	Raisen	Raisen	District Courts
159	Raisen	Bareli	Tehsil Courts
160	Raisen	Begumganj	Tehsil Courts
161	Raisen	Goharganj	Tehsil Courts
162	Raisen	Gairatganj	Tehsil Courts
163	Raisen	Udaipura	Tehsil Courts
164	Raisen	Silwani	Tehsil Courts
165	Rajgarh	Rajgarh	Family Courts
166	Rajgarh	Rajgarh	District Courts
167	Rajgarh	Biaora	Tehsil Courts
168	Rajgarh	Narsinghgarh	Tehsil Courts
169	Rajgarh	Sarangpur	Tehsil Courts
170	Rajgarh	Khilchipur	Tehsil Courts
171	Rajgarh	Jeerapur	Tehsil Courts
172	Ratlam	Ratlam	Family Courts
173	Ratlam	Ratlam	District Courts
174	Ratlam	Jaora	Tehsil Courts
175	Ratlam	Alote	Tehsil Courts
176	Ratlam	Sailana	Tehsil Courts
177	Rewa	Rewa	Family Courts
178	Rewa	Rewa	District Courts
179	Rewa	Hanumana	Tehsil Courts
180	Rewa	Sirmaur	Tehsil Courts
181	Rewa	Mauganj	Tehsil Courts
182	Rewa	Teonthar	Tehsil Courts
183	Rewa	Mangawa	Tehsil Courts
184	Sagar	Sagar	Family Courts
185	Sagar	Sagar	District Courts
186	Sagar	Banda	Tehsil Courts
187	Sagar	Kesli	Tehsil Courts
188	Sagar	Shahgarh	Tehsil Courts
189	Sagar	Khurai	Tehsil Courts
190	Sagar	Malthone	Tehsil Courts
191	Sagar	Deori	Tehsil Courts
192	Sagar	Rehli	Tehsil Courts

193	Sagar	Garhakota	Tehsil Courts
194	Sagar	Bina	Tehsil Courts
195	Sagar	Satna	Family Courts
196	Satna	Satna	District Courts
197	Satna	Maihar	Tehsil Courts
198	Satna	Amarpatan	Tehsil Courts
199	Satna	Nagod	Tehsil Courts
200	Satna	RampurBaghelan	Tehsil Courts
201	Satna	Chitrakoot	Tehsil Courts
202	Satna	Unchehra	Tehsil Courts
203	Sehore	Sehore	District Courts
204	Sehore	Ashta	Tehsil Courts
205	Sehore	Budhni	Tehsil Courts
206	Seoni	Seoni	Family Courts
207	Seoni	Seoni	District Courts
208	Seoni	Lakhnadon	Tehsil Courts
209	Seoni	Ghansore	Tehsil Courts
210	Shahdol	Shahdol	Family Courts
211	Shahdol	Shahdol	District Courts
212	Shahdol	Beohari	Tehsil Courts
213	Shahdol	Burhar	Tehsil Courts
214	Shahdol	Jaisinghnagar	Tehsil Courts
215	Shahdol	Jaitpur	Tehsil Courts
216	Shajapur	Shajapur	Family Courts
217	Shajapur	Shajapur	District Courts
218	Shajapur	Shujalpur	Tehsil Courts
219	Sheopur	Sheopur	Family Courts
220	Sheopur	Sheopur	District Courts
221	Sheopur	Vijaypur	Tehsil Courts
222	Shivpuri	Shivpuri	Family Courts
223	Shivpuri	Shivpuri	District Courts
224	Shivpuri	Karera	Tehsil Courts
225	Shivpuri	Pichhore	Tehsil Courts
226	Shivpuri	Kolaras	Tehsil Courts
227	Shivpuri	Khaniyadhana	Tehsil Courts
228	Shivpuri	Pohari	Tehsil Courts
229	Sidhi	Sidhi	Family Courts
230	Sidhi	Sidhi	District Courts
231	Sidhi	Churhat	Tehsil Courts
232	Sidhi	Majholi	Tehsil Courts
233	Sidhi	Rampur-Naikin	Tehsil Courts
234	Singrouli	Singrouli	Family Courts
235	Singrouli	Singrouli	District Courts
236	Singrouli	Deosar	Tehsil Courts
237	Tikamgarh	Tikamgarh	Family Courts
238	Tikamgarh	Tikamgarh	District Courts
239	Tikamgarh	Jatara	Tehsil Courts
240	Tikamgarh	Niwari	Tehsil Courts
241	Tikamgarh	Orchha	Tehsil Courts

242	Ujjain	Ujjain	Family Courts
243	Ujjain	Ujjain	District Courts
244	Ujjain	Badnagar	Tehsil Courts
245	Ujjain	Khachrod	Tehsil Courts
246	Ujjain	Mahidpur	Tehsil Courts
247	Ujjain	Nagda	Tehsil Courts
248	Ujjain	Tarana	Tehsil Courts
249	Umaria	Umaria	Family Courts
250	Umaria	Umaria	District Courts
251	Umaria	Birsinghpur Pali	Tehsil Courts
252	Umaria	Manpur	Tehsil Courts
253	Vidisha	Vidisha	Family Courts
254	Vidisha	Vidisha	District Courts
255	Vidisha	Basoda	Tehsil Courts
256	Vidisha	Lateri	Tehsil Courts
257	Vidisha	Sironj	Tehsil Courts
258	Vidisha	Shamshabad	Link Courts

**Note:-The rate of supplied computer hardware articles under buy-back shall be valid for the period of one year from the date of agreement.**