

HIGH COURT OF MADHYA PRADESH JABALPUR

Ref No. Reg(IT)(SA)/2023/1401

Dated: 01-11-2023



REQUEST FOR PROPOSAL FOR

Selection of Consultant for Preparing DPR, Blue Print and Bid Process Management

BID DATA SHEET

Particular	Details
Name of the Client	High Court of Madhya Pradesh, Jabalpur
Address and Concerned person for Correspondence	The Registrar General, Madhya Pradesh High Court, Jabalpur
Date of Pre-Bid meeting	28 th November, 2023 at 11:30 A.M at the Conference Hall of the High Court
Last date and time of online submission of proposal (mandatory)	18 th December, 2023 before 06:00 P.M.
Last date and time of submission of hardcopy of proposal (mandatory)	19 th December, 2023 before 05:00 P.M.
Date and time of opening of the technical Bids	20 th December, 2023 at 11:00 A.M.
Date and time of opening of the financial Bid at High Court of Madhya Pradesh, Jabalpur	Date and time of opening of financial bids will be intimated to qualified bidders via e-mail / letter / telephone.
Cost of bid document	Rs. 5,000/- + Processing Fees (non-refundable) to be paid online through the e-procurement portal.
EMD / Bid Security Amount	Rs. 5,00,000/- to be paid online through e- Procurement portal or offline in form of Demand Draft. Scan copy should be uploaded with Technical Document and original draft should be submitted in office at the time of opening of

	Technical Bid. (Please note that no exemption for EMD will be accepted)
Validity of Bids	Minimum 180 days from the due date of submission of proposal as mentioned in this tender or the subsequent corrigendum (if any)

Note:-

- Tender document can be viewed / downloaded from the website www.mptenders.gov.in and www.mphc.gov.in
- Tenderer has to submit the document fee, processing fee amount Online and EMD amount Online. Please note that no exemption for EMD will be accepted.
- The mode of submission of bid is both i.e. online and offline mode.
- Any further corrigendum/ addendum shall be uploaded on the e-procurement portal and High Court official website i.e. www.mphc.gov.in
- High Court of Madhya Pradesh court reserves the right to change any schedule of bidding process. Please visit website <http://www.mptenders.gov.in> and www.mphc.gov.in mentioned in document regularly for the same.
- EMD of the technically disqualified bidder shall be released immediately, after finalization of bids.

Definitions

- i. **Applicable Law** means the Contract shall be interpreted in accordance with the laws of India.
- ii. **MPHC** means High Court of Madhya Pradesh.
- iii. **GoMP** means Government of Madhya Pradesh.
- iv. **Bidder** means any company offering the solution(s), service(s) and/ or materials required in the tender call. The word Bidder when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder with whom department signs the contract for rendering of goods and services.
- v. **System Integrator (SI) or Agency** means the company or consortium selected providing the solution.
- vi. **Contract** means the agreement entered into between the High Court of Madhya Pradesh and the agency, as recorded in the Contract Form signed by the authorized parties including all attachments and appendices thereto and all documents incorporated by reference therein.
- vii. **Contract Price** means the price payable to the agency under the Contract for the full and proper performance of all its contractual obligations.
- viii. **Effective Date** means the date on which the Agreement is executed.
- ix. **Financial bid** or the Commercial Bid means the part of offer that provides price schedule.
- x. **Goods and services** mean the solution(s), service(s), materials or a combination of them in the context of the tender call and specifications.
- xi. **Pre-qualification** means that part of the offer that provides information to facilitate assessment by the committee in terms of professional, technical and financial standing of the bidder, conformity to specifications etc.

xii. **Project Plan** means the document to be developed by the Bidder and approved by the Department, based on the requirements of the Contract and the preliminary project plan included in the Bidder's bid. Should the Project Plan conflict with the Contract in any way; the relevant provisions of the Contract shall prevail in each instance.

xiii. **Specification** means the functional and technical specifications or statement of work, as the case may be.

xiv. **Tender call or invitation for bids** means the detailed notification seeking end to end solution.

1. Scope of Work:-

Following is the scope of work to be performed by the selected bidder:

S.N.	Activities	Deliverables
As-Is Study:-		
1	a) Survey of the existing infrastructure of High Court of Madhya Pradesh site to understand the physical site infrastructure b) Identify key constraints, issues, and risks c) Assess the adequacy of infrastructure facilities including communication, power, utilities, network connectivity and telecommunication requirement as part of site feasibility d) Estimate future IT infrastructure requirements including compute, memory, storage, network, security and other components e) Estimate Farm area and rack capacity requirement based on transactional volume, capacity requirement and considering the future scalability requirements	Inception Reports and Technical Reports

	<p>f) Plan the layout for Server Farm area, UPS and power room, NOC and BMS room, meeting room, storeroom, external area requirements, etc.</p> <p>g) Prepare over all data centre strategy to meet the present and future capacity requirement</p>	
To-Be Design:-		
2-A	<p>a) Finalize architectural design of the infrastructure of High Court of Madhya Pradesh site, including the process of cluster management, virtualization, automated data backup process, cloud network/computing.</p> <p>b) physical sizing and capacity estimation</p> <p>c) Preparation of electrical system and circuit design, sizing and calculation of power and cooling requirement for Critical load and Non Critical load based on the redundancy and scalability requirements</p> <p>d) Designing building management components including fire suppression system design, water leakage protection system design, environment monitoring system design, access control and physical security system design etc.</p> <p>e) Designing of various data centre parts i.e. Farm design, network room design, network operations centre design, UPS room design based on the redundancy and scalability requirements</p>	Detailed Design Project Report and Blue Print

	<p>f) Plan for integration with the existing infrastructure and design the new components accordingly</p> <p>g) Design the expansion of infrastructure as per global best practices such as tier 3 or above and ISO 27001:2013 for security Use of latest technologies to optimize utilization and assess its suitability with respect to the current infrastructure Architecture Scalability design, IPv6 ready, fully redundant design with availability SLA defined</p>	
<p>2-B</p>	<p>h) Preparation of BoM (Bill of Material) for IT components such as server, storage, network, security, etc., and their cost estimation</p> <p>i) Preparation of BoM for civil work requirement and its cost estimation</p> <p>j) Preparation of BoM for electrical components and electrical cabling as per the design document and its cost estimation</p> <p>k) Preparation of BoM for cooling requirement and its cost estimation</p> <p>l) Preparation of BoM for data cabling and its cost estimation</p> <p>m)Preparation of BoM for other non-IT work like fire detection and suppression, surveillance & monitoring, access control, data centre management tools, etc.</p> <p>n) Submit Bill of Material report for Server Farm Area.</p>	<p>Submission of BoM And Cost estimation report</p>

2-C	o) Preparation and submission of detailed tender document (RFP) for selection of SI (System Integrator)	Tender Document (RFP)
3.	a. Assisting High Court of Madhya Pradesh in preparing for and conducting the pre-bid meetings. b. Preparation of the responses for the pre-bid queries and corrigendum if any c. Preparation of the technical and financial bid evaluation templates d. Technical presentation by the qualified bidders e. Technical and financial evaluation of the bids received f. Preparation and submission of the final bid evaluation report to High Court of Madhya Pradesh g. Assistance to High Court of Madhya Pradesh in signing contract with the successful bidder	Bid management and vendor selection
Phase: Monitoring & Review Phase		
	h. Periodic project monitoring i. Conduct Acceptance Testing	Final Acceptance Testing report

Note: The scope of work identified / described is indicative only. Participant bidders are advised to make their own assessment for the work involved and ensure that offer is submitted considering all the cost involved and no further escalation over and above the quoted price will be accepted by High Court of Madhya Pradesh, Jabalpur.

The deliverables shall include, tentatively, the following documents:

The documents, upon its formal acceptance/ approval by High Court of Madhya Pradesh shall only be considered as a formal delivery.

1. Detailed Project Report
2. Detailed Gap Analysis Report
3. Data Center Design Plan
4. Integration & Migration Plan
5. Procurement Plan & Implementation Strategy
6. Tender Documents
7. Prebid Meeting Responses
8. Technical & Commercial Evaluation Reports
9. Security strategy and Compliance documentation
10. Updated system and network documentation
11. Testing and Validation reports
12. Project Progress Reports (Periodic)
13. Training Plan
14. DR & Business Continuity Plans
15. Data Preservation Plan & Techno-legal Compliance Plan (with respect to GOI/DoJ/SCI & International Standards & Guidelines)
16. Risk Management and Contingency Planning Report
17. Post-implementation maintenance plan

2. Project Implementation Plan :-

Project Implementation Time Lines for the following components are as follows.

S. No.	Description	Timelines (in weeks)	Payment to be released upon Completion of Activity (as per the bid value quoted)	
1.	Submission of Project Inception Report	T + 2	20%	
2.	Submission of GAP Analysis Report and Detailed Design Report	T+10		
3.	Submission of Bill of Material and Cost Estimation Report	T+11		
4.	RFP for Selection of SI	RFP submission	T+12	20%
		Finalization of bidder	T +16	20%
		Signing of Agreement with bidder	T+18	
5.	Final Acceptance Testing	As per the schedule for limited number of days	40%	

Note: "T" refers to the project start date, which is the date of issuing of Lol/LoA.

3. Eligibility Criteria:-

Sl. No.	Eligibility Criteria	Documentary Proof to be provided
1	The Bidder must be a company registered under Indian Companies Act 1956 in India since last three years (as on the date of bid submission.)	Certificate of Incorporation under Companies Act
2	The bidder should have required skill set to carry out this assignment. Proposed Competence Requirement for the Project is given in Annexure-IV.	Documents & Proofs
3	Bidder should have a minimum average annual turnover of Rs. One crore during the last three financial years (FY- 2020-2021, 2021-22 and 2022-23).	Audited Financial Statements and CA Certificate
4	The bidder should have positive Net Worth for Two Financial Years (FY-2021-22 and 2022-23).	CA Certificate for Net Worth
5	The bidder must have successfully executed during the last five years (as on the date of bid submission), at least one consultancy project for establishment of Tier II/Tier III Data Centre of minimum 20 Server Rack Space or minimum 500 Sq. Ft. Server Farm Area.	Copies of the Work order.
6	The Bidder should have valid GST Registration and Latest GST Return.	Copies of relevant Registrations

7	A self-certified letter by the authorized signatory of the bidder that the bidder has not been blacklisted by any Central / State Government (Central/State Government and Public Sector)	As per attached Annexure I - 7
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4. Instructions to the Bidders:-

This section specifies the procedures to be followed by bidders in the preparation and submission of their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract. It is important that the bidder carefully reads and examines the Tender document.

a. Availability of tender Document

The Tender document is available and downloadable on following websites: <http://www.mptenders.gov.in> and website of the High Court www.mphc.gov.in.

Tender Fees (non-transferable & non-refundable) must be paid online at mptenders portal (<http://www.mptenders.gov.in>).

b. Preparation and Submission of Proposal

i. Completeness of Bids

Bidders are advised to study all instructions, forms, terms, requirements and other information in the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. The response to this tender should be full and complete in all respects. Failure to furnish the information required by the tender documents or submission of a proposal not substantially responsive to the tender documents in every respect will be at the bidder's risk and may result in rejection of its proposal. The tender Document is not transferable to any other bidder.

ii. Language

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and High Court of Madhya Pradesh, shall be in English language only.

iii. Preparation and Submission of Bid

The bidder is responsible for registration on e-procurement portal of Madhya Pradesh (www.mptenders.gov.in) at their own cost. The bidders are advised to go through the mptenders guidelines and instructions, as provided on the mptenders website, and in case of any difficulty related to mptenders process, may contact the helpline Number 0120-4001 002 ; 0120-4200 462 ; 0120-4001 005 ; 0120-6277 787. Support timings: Monday to Saturday from 10:00 AM to 7:00 PM. The Bidder shall submit the proposals as described below:-

- a) Proposal that are incomplete or not in prescribed format may be rejected.
 - b) The Financial proposal should be submitted only through the mptenders Portal. Technical Proposal - Scanned copy in PDF file format, signed on each page, with file name clearly mentioning: **“Technical Proposal for High Court of Madhya Pradesh.**
 - c) The proposal should be as per the Technical Proposal format provided in Annexure I: Technical Proposal Formats. (Part 1 – 8)
 - d) The proposal should be as per the Financial Proposal format provided in Annexure II (Only Online).
- (Note: Online Financial proposal of only qualified bidders will be opened for further evaluation.)**
- e) The financial Bid shall be in the prescribed forms and should be inclusive of all taxes.

- f) Conditional proposals shall not be accepted. If any clarification is required, the same should be obtained before submission of the bids.
- g) Any alteration, erasures or overwriting should be valid only if the person or persons signing the bid initial them.
- h) Bidders are advised to upload the proposals well before time to avoid last minute issues.
- i) The bid has to be submitted through online portal www.mptenders.gov.in. (No physical submission of financial bids would be acceptable.) and the hard copy to be submitted along with the bid.

iv. Late Bids

Proposal after due date and time shall not be accepted.

v. Tender Validity

The tender offer must be valid for 180 days from the due date of submission of proposal as mentioned in this tender or the subsequent corrigendum (if any). However, High Court of Madhya Pradesh may extend this period, if the bidder accepts the same in writing.

vi. Cost and Currency

The offer must be given in Indian Rupees only. The price will remain fixed for the period of the contract and no changes for any reason what so ever will be allowed. The bidder shall bear all the costs associated with the preparation and submission of its bid, and High Court of Madhya Pradesh will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

vii. Interpretation of the clauses in the Tender Document

In case of any ambiguity in the interpretation of any of the clauses in Tender Document, the High Court of Madhya Pradesh

interpretation of the clauses shall be final and binding on the bidder.

The decision taken by the Registrar General, High Court of Madhya Pradesh in the process of Tender evaluation will be full and final.

viii. Amendment of Tender Document

At any time prior to the deadline for submission of bids, High Court of Madhya Pradesh for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bid documents by amendment. Any such communication shall be posted on website and bidders are requested to visit the mptenders website for updates, modification and withdrawal of Offers. High Court of Madhya Pradesh shall not be communicating to individuals separately and will not be responsible for any kind of loss due to the amendments.

ix. Deviations

The bidder shall not be allowed to make any deviation whatsoever from the terms and condition and minimum technical specifications specified in the TENDER. However, bidder can quote higher specification for which no price benefit will be granted.

x. Earnest Money Deposit (EMD) / Bid Security

- a) The Bidder shall furnish a bid security as per the amount mentioned in Bid Data Sheet online through mptenders portal.
- b) No interest shall be payable on EMD under any circumstances.
- c) Unsuccessful Bidder's Bid security shall be returned immediately on awarding Tender to successful Bidder.

- d) In case of successful bidder, the EMD shall be discharged upon signing of agreement and submission of performance bank guarantee.
- e) The EMD shall be forfeited by High Court of Madhya Pradesh, on account of one or more the following reasons-
- If a bidder withdraws its bid during the period of bid validity
 - If the bidder fails to sign the agreement in accordance with terms and conditions (Only in case of a successful bidder)
 - Fails to furnish performance bank guarantee as specified.
 - Information given in the proposal is found inaccurate/incomplete.

c. Bid Evaluation

i. Tender Opening

- a) Bid Opening shall take place through mptenders Portal. Online Proposals submitted along with the EMD/ Bid Security and Tender Fee (Payable Online through the portal) shall be considered for Bid opening as per the timelines mentioned in the Bid Data Sheet.
- b) In case of EMD/ Bid Security is not received as per the timeline mentioned in Bid Data Sheet, the bid submitted in mptenders Portal would be rejected.
- c) The EMD/ bid security will be opened at High Court of Madhya Pradesh, in the presence of Bidders' representative who may choose to attend the session on the specified date, time and address.

- d) One representative from each Participating Organization would be allowed to attend the Tender Opening. The Bidder's representatives, who may choose to attend the session, can attend the Tender opening at the Date and time mentioned in the Bid Data Sheet or as per the Date and Time revised in the subsequent communication given by High Court of Madhya Pradesh through www.mptenders.gov.in and www.mphc.gov.in.
- e) During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security has been furnished and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.

To assist in the scrutiny, evaluation and comparison of offers, the High Court of Madhya Pradesh may, at its discretion, ask some or all the Bidders for clarification of their offers on any of the points mentioned therein and the same may be sent through email, facsimile. 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 High Court of Madhya Pradesh in the evaluation of the bids.

ii. Tender Evaluation

S.N.	Criteria		Max. Points
A	Bidder's Experience		20
A.1	Data Center Experience	For each project - 2 marks (Max. 10 marks)	
A.2	Experience of handling projects with ICT component procurement	For each project - 2 marks (Max. 10 marks)	
B	Domain Knowledge for Gap Analysis & Requirement Gathering		20
C	Technical Presentation		20
D	Experience of Project Team		20
E	Quality of Technical Proposal		20
		TOTAL	100

Note:

1. **Commercial bids of only those bidders shall be considered who has obtained minimum 70% in technical criteria in commercial evaluation.**
2. **The project should be awarded to L1 bidder from among the technical qualified bidders.**

To evaluate the Tender the High Court of Madhya Pradesh shall formulate a Tender Evaluation Committee (TEC) (also referred to as "Evaluation Committee"). The Evaluation Committee shall evaluate the Technical and Financial bids as per the following process:

- a) The High Court of Madhya Pradesh will evaluate and compare the bids that have been determined to be substantially responsive.
- b) Tender Evaluation Committee shall review the Technical Proposal along with Eligibility Criteria. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, Evaluation Committee may, at its discretion, ask any Bidder for a clarification of its bid.
- c) The Financial Proposals of only those Bidders who have been qualified in the Technical Proposal along with Eligibility Criteria will be opened in the presence of their representatives, who may choose to attend the session on the specified date, time and address mentioned in the Bid Data Sheet or as per the Date and Time revised in the subsequent communication given by High Court of Madhya Pradesh to the technically qualified bidders.

iii.Failure to Agree with the Terms and Conditions of the tender

Failure of the successful bidder to agree with the Terms & Conditions of the tender / Contract shall constitute sufficient grounds for the annulment of the proposal or the award, in such

event High Court of Madhya Pradesh would reject the proposal and forfeit the EMD as specified in the document.

d. Financial Bid Evaluation

The financial bids for technical qualified bidders will be opened. Financial bids, not substantially responsive or incomplete in any manner, are liable to be disqualified. The bidder with lowest bid value may be declared as Lowest Bidder (L1).

e. Selection of the Bidder

- a. The technically qualified bidder with L1 rate shall be the successful bidder.
- b. In the event that any successful bidder (L1) withdraws or is not ready for engagement for any reason, High Court of Madhya Pradesh may invite the vendor with next lowest rate (L2) for engagement provided L2 bidder is ready to accept the rate quoted by L1 bidder.

f. Confidentiality

- a. Any attempt by a Bidder to influence High Court of Madhya Pradesh in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- b. If any Bidder wishes to contact the High Court of Madhya Pradesh during/after opening of the Bid to award of contract. He may do so in writing.

5. Terms and Conditions Governing the Contract :-

a. Signing of Contract

- a. The successful Bidder shall execute an agreement within 15 days from receipt of Letter of Intent (LoI) from High Court of Madhya Pradesh. In exceptional circumstances, on request of the successful bidder in writing for extension, High Court of Madhya Pradesh reserves the right to grant an extension for appropriate period after getting satisfied with the reasons given.

- b. In addition to terms and conditions being mentioned hereunder, all terms and conditions of the Tender and corrigenda issued will also be applicable for the contract.
- c. There shall be agreement between High Court of Madhya Pradesh and Successful bidder. On failure of execution of the agreement by the successful bidder, the EMD furnished will be forfeited.

b. Performance Bank Guarantee (PBG)/ Security Deposit

- a. The EMD submitted will be return after submission of PBG equivalent to 10% of work order of the qualified bidder.
- b. The System Integrator shall have to submit the PBG as per the format given on Annexure III.
- c. The PBG shall be denominated in the currency of the contract and will be for an amount as mentioned above. All charges with respect to the PBG shall be borne by the bidder. The PBG shall be remaining valid six months beyond the life of the contract.
- d. The PBG will be discharged / returned by High Court of Madhya Pradesh upon being satisfied that there has been due performance of the obligations of the bidder under the contract.
However, no interest shall be payable on the performance bank guarantee.
- e. In the event of the bidder being unable to service the contract for whatever reason, High Court of Madhya Pradesh would invoke the PBG. High Court of Madhya Pradesh shall notify the bidder in writing of the exercise of its right to receive such compensation, indicating the contractual obligation(s) for which the bidder is in default.

c. Taxes and Duties

Rates should be **inclusive of all Taxes** and inclusive of all other duties however taxes shall be mentioned separately. The bid price

should also be inclusive of costs involved during project monitoring period including travelling, lodging/boarding etc.

Any changes subsequent to the bidding due date in the GST Rate by the tax authorities will be considered separately.

d. Transfer / Sub-Contracting

The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof. However, in case of circumstances beyond the control of bidder, transfer/ sub-contracting may be permissible with the written concurrence of High Court of Madhya Pradesh.

e. Penalty

The resource replacement without the permission of High Court of Madhya Pradesh is not permissible. In case of resource replacement without permission of High Court of Madhya Pradesh, a penalty of one-lakh rupees per resource would be imposed accordingly.

There would be penalty @ 1% of the contract value per week of delay. Maximum cap for the penalty would be 10% of the total contract value. Once the maximum penalty is reached, the High Court of Madhya Pradesh may consider termination of the contract and/or encashment of the Performance Bank Guarantee.

f. Payment

Payment: Payment shall be released by High Court of Madhya Pradesh as per the Project Implementation Plan.

g. Corrupt / Fraudulent Practices

The High Court of Madhya Pradesh requires that the Bidders under this Tender should observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this

policy, High Court of Madhya Pradesh defines the terms set forth as follows:

- i. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the contract, procurement process or in contract execution;
- ii. In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned.
- iii. "Fraudulent practice" means a misrepresentation of facts in order to influence award of contract or a procurement process or execution of a contract to the detriment of High Court of Madhya Pradesh, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive High Court of Madhya Pradesh of the benefits of the free and open competition;
- iv. High Court of Madhya Pradesh will suspend the award of contract if prima-facie it is established that the vendor had engaged in corrupt or fraudulent practices in competing for the contract in question.
- v. High Court of Madhya Pradesh will declare a Bidder ineligible after giving opportunity of being heard, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that the Bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, this contract.

h. 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 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 be 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.

i. Indemnity

The successful bidders/Successful Bidder shall indemnify, protect and save High Court of Madhya Pradesh against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components and the services rendered under this Tender.

j. Publicity

Any publicity by the bidder in which the name of the Indenter/buyer is to be used should be done only with the explicit written permission of the High Court of Madhya Pradesh.

k. Force Majeure

- i. The successful Bidder shall not be liable for forfeiture of its Performance bank guarantee, Liquidated Damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- ii. For purposes of this clause, “Force Majeure” means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

iii. If a Force Majeure situation arises, the Bidder shall promptly notify the authorized representative of High Court of Madhya Pradesh in writing of such condition and the cause thereof. Unless otherwise directed by the authorized representative of High Court of Madhya Pradesh in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

I. Right to terminate the process

The High Court of Madhya Pradesh, reserves the right to accept or reject any Tender offer, and to annul the Tendering process and reject all Tenders at any time prior to award of rate contract, without thereby incurring any liability to the affected vendor(s) or any obligation to inform the affected vendor(s) of the grounds for such action.

The High Court of Madhya Pradesh makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further, this TENDER does not constitute an offer by High Court of Madhya Pradesh. The bidder's participation in this process may result in High Court of Madhya Pradesh selecting the bidder to engage in further discussions.

m. Limitation of Liability

The maximum aggregate liability of successful bidder shall not exceed the work order value.

Annexure I: Technical Proposal Formats

1. Covering letter Technical Proposal

To,

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

Sub: Submission of Technical Proposal.

Ref: Tender for Selection of Consultant for preparing DPR, Blue Print and Bid Process Management for High Court of Madhya Pradesh, Jabalpur.

Dear Sir,

Having examined the tender, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to be Consultants for Gap Analysis and Bid Process Management for infrastructure of High Court of Madhya Pradesh as required and outlined in the tender. We attach hereto our responses to Technical requirements.

We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to High Court of Madhya Pradesh is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document.

We hereby confirm that:

1. We have deposited Earnest Money of Rs./- (Rupeesonly) online.
2. We have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling orders of this value.
3. The quoted rates shall be valid till the completion of the order but not less than 180 days.
4. We further confirm that all chapters of the tender documents have been read, understood and signed and there is no deviation/discrepancy.
5. We agree that you are not bound to accept any Tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the services specified in the Tender response.
6. We hereby declare that our Company / Firm is having unblemished past record and is not declared blacklisted or ineligible to participate for bidding by any State/Central Govt., Semi-government or PSU due to unsatisfactory performance, breach of general or specific instructions, corrupt / fraudulent or any other unethical business practices.

Following are the particulars of our organization:

S.No.	Description	Details (To be filled by the bidder) (along with attendance)
1.	Name of the company / firm	
2.	Official address	
3.	Phone No. and Fax No.	
4.	Corporate Headquarters Address	
5.	Phone No. and Fax No.	
6.	Web Site Address	
7.	Details of Company's Registration (Please enclose copy of the company registration document)	
8.	Name of Registration Authority	
9.	Registration Number and Year of Registration	
10.	GST registration and latest GST return.	
11.	Permanent Account Number (PAN)	
12.	Yearly average turnover of the Last 3 years FY- 2020-21, 2021-22 and 2022-23	
13.	Name & address of the Banker	
14.	List of Major Clients and the size of orders	

Note: Separate sheets may be attached wherever necessary

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorised Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
Fax		
E-mail		

It is hereby confirmed that I/We are entitled to act on behalf of our company and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal & Sign]

[Business Address]

2. Deployment plan for Resources to be deployed at High Court of Madhya Pradesh

Details of the resources to be deployed at High Court of Madhya Pradesh

S. No.	Expertise /Area	Responsibilities	Qualification & Experience
1			
2			
3			
4			
5			

3. Deployment plan for Support Personnel to be deployed offsite.

Details of the resources to be deployed Offsite

S. No.	Expertise /Area	Responsibilities	Qualification & Experience
1			
2			
3			
4			
5			

4. Concept Presentation about understanding of the project by the prospective bidder

It is desired that prospective bidders based on their assessment and site visit give presentation of 10 minutes in the form of a concept note about their understanding of the project which they perceived, before High Court of Madhya Pradesh, so that any gap in understanding is mitigated/resolved before submission of technical proposal.

5. Checklist for Technical Proposal

(The technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the technical proposal)

S. No.	Particulars	Document Submitted (Yes/No)	Documentary Proof (PDF detail)
General Information			
a	Document Of Incorporation of Bidder under Companies Act		
b	GST registration and latest GST return.		
c	Permanent Account Number (PAN)		
d	Balance Sheet & Profit & Loss A/c of Last 3 years of Bidder FY- 2020-21, 2021-22 and 2022-23		
e	List of clients of Bidder		
f	Satisfactory completion certificate from the authorized representatives of the client along with the work order		
g	Signed copy of tender document by bidder		

Note: The documents related to each point must be uploaded in the form of PDF separately.

6. Statement of No Deviation from the RFP Requirements

(Letter on the bidder's Letterhead)

To

The Registrar General,

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

Sub: Undertaking of No deviation from RFP terms and conditions

Ref: Tender for Selection of Consultant for preparing DPR, Blue Print and Bid Process Management for High Court of Madhya Pradesh, Jabalpur.

Dear Sir,

I would like to state that in the proposal submitted by <<bidder name>>, there are no deviations from the RFP Terms & Conditions proposed for this engagement.

Thanking you,

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal & Sign]

[Business Address]

7. Self-declaration for not being blacklisted by any Government Entity

(Letter on the bidder's Letterhead)

To ,

The Registrar General,

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

Sub: Declaration for not being blacklisted by any Government Entity

Ref: Tender for Selection of Consultant for preparing DPR, Blue Print and Bid Process Management for High Court of Madhya Pradesh, Jabalpur.

Dear Sir,

In response to the above mentioned RFP I/We, _____, as _____ <Designation> _____ of M/s _____, hereby declare that our Company / Firm _____ is having unblemished past record as on the date of submission of the bid, is not declared blacklisted or ineligible to participate for bidding by any State/Central Govt., Semi Government or PSU due to unsatisfactory performance, breach of general or specific instructions, corrupt / fraudulent or any other unethical business practices..

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal & Sign]

[Business Address]

8. Experience/Project Details

Project Details (To be filled for each Project)

S. No	Item	Details
1	Name of the project	
2	Work Order / Contract No.	
3	Contract Value (In Lakh)	
4	Client Details	
5	Name, Title & Address of the Client who can be contacted	
6	Project Duration	
7	Start Date & End Date	
8	Scope of work	
9	Relevant work Experience	

*Work Order/ Contract copy (Mandatory attachment)

9. Format for Queries

To,

The Registrar General,

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

Sub: Submission of Queries.

Ref: Tender for Selection of Consultant for preparing DPR, Blue Print and Bid Process Management for High Court of Madhya Pradesh, Jabalpur.

Dear Sir,

We have gone through the bid document and have following queries:-

S. No.	Clause No in tender	Page Number	Query

Request your kind response of the same.

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal]

[Business Address]

Annexure II: Financial Proposal Formats

1. Covering Letter for Financial Proposal

To

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

Sub: Submission of Financial Proposal.

Ref: Tender for Selection of Consultant for preparing DPR, Blue Print and Bid Process Management for High Court of Madhya Pradesh, Jabalpur.

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP. We attach hereto our responses to financial proposals as required by the RFP.

We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents delivered or to be delivered to High Court of Madhya Pradesh is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the Tender document and also agree to abide by this tender response for a period of 180 days from the date fixed for bid opening.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Thanking you,

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal & Sign]

[Business Address]

2. Financial Bid:

Tender for Selection of Consultant for Gap Analysis and Bid Process Management for Infrastructure of High Court of Madhya Pradesh.

#	Description	TOTAL AMOUNT (Including Taxes)
1	2	3
1.	Gap Analysis and other tasks as mentioned in scope of work and meeting out the requirement of the High Court	
Total Amount in Words		

Note: To be submitted only in online mode.

Terms & conditions:

- 1. The technically qualified bidder with Lowest rate quoted in column no 3 of the table above shall be considered as the successful bidder*
- 2. Price shall remain fixed for the entire duration of contract.*
- 3. The bid price should also be inclusive of costs involved during project monitoring period including travelling, lodging/boarding etc.*
- 4. The quoted price in column no. 3 is inclusive of all taxes. However, as per the Tax rules, Tax component are to be charged separately in Invoice. Accordingly, you will be required to submit invoice giving details of the basic price and tax component separately at the time of billing.*

We agree to all other terms and conditions of the tender.

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal & Sign]

[Business Address]

Annexure III: Format of Performance Bank Guarantee (PBG)

[Date]

To

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

Sub: Performance bank Guarantee for RFP for the selection of Agency for preparing DPR, Blue Print and Bid Process Management.

Ref: Tender for Selection of Consultant for preparing DPR, Blue Print and Bid Process Management for High Court of Madhya Pradesh, Jabalpur.

Dear Sir,

M/s. (name of bidder), a company registered under the Companies Act, 1956, having its registered office at (address of the bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated (Herein after, referred to as "Contract") with you (MP High Court) for RFP for selection of Agency for expansion of the existing State Data Centre.

We are aware of the fact that as per the terms of the contract, M/s. (name of bidder) is required to furnish an unconditional and irrevocable bank guarantee of amount 10% of the contract value (in favour of High Court of Madhya Pradesh for an amount <<...>> and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/ default of the said contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address

of the bank), have agreed to issue this Performance Bank Guarantee. Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of amount <<....>>), without any demur.

Not with standing anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach (es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This PBG shall be remaining valid during the entire engagement period subject to the terms and conditions in the said Contract.

We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights to pursue legal remedies against High Court of Madhya Pradesh and other Concerned Government Departments of Madhya Pradesh.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you. This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Not with standing anything contained hereinabove, our liability under this Performance Guarantee is restricted to amount <<....>>), and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that

may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein, our liability under this Performance Bank Guarantee shall not exceed amount INR <<....>>

The PBG shall be remain valid during the entire contract period and We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only if we receive a written claim or demand on or before (Date) from start of contract period for RFP for selection of Agency for Gap Analysis and Bid Process Management.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts. This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the abovementioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts in Bhopal (M.P) for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this Day 2023.

Yours faithfully,

For and on behalf of the

Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

Annexure IV: Proposed Competence Requirement for the Project

Expertise /Area	Responsibilities		Qualification & Experience
Technical Lead	<ul style="list-style-type: none">• Designing of overall network Architecture for High Court of Madhya Pradesh infrastructure• Integration with existing High Court of Madhya Pradesh infrastructure• Assessment of IT and Non IT infrastructure required for High Court of Madhya Pradesh infrastructure• Identify new and innovation technology for optimum utilization of space and capacity• Work on different OEM's products• Provide guidance to adopt latest technology available in market	<ol style="list-style-type: none">1.2.	B.Tech / B.Tech /M.C.A. Minimum 7 years of experience with 4 years of relevant experience of data centre.

Bid Process Management / Project Management	<ul style="list-style-type: none"> • Project initiation. • Project Planning. • Project execution. • Project monitoring & Controlling • Project Closing. • RFP preparation • Response to pre bid queries • Resolution of Technical and Functional issues of possible bidders • Technical and Financial evaluation of the Bids • Complete bid process management 	<ol style="list-style-type: none"> 1. B.E /B.Tech/MCA + MBA 2. PMP/Prince2Consultant with minimum 5 years of industry experience in project management and Bid Process Management
Network Security:	<ul style="list-style-type: none"> • Prepare network security Architecture • Identify requirement of security product • Preparation of Security Policies • Define requirement for User access management 	<ol style="list-style-type: none"> 1. B.Tech /B.E/MCA 2. Consultant with minimum 5 years of experience 3. 3 years of experience in IT Network and Security related projects 4. Certification in networking /security

Infrastructure:	<ul style="list-style-type: none"> • Infrastructure requirement, which includes communication, power, utilities, network connectivity, etc. • Estimate IT and Non IT requirements based on transactional volume, capacity requirement and considering the future scalability requirements • Designing building management components including fire suppression system design, water leakage protection system design, and environment monitoring system design, access control and physical. • Estimate server farm area and rack capacity requirement 	<ol style="list-style-type: none"> 1. B.Tech /B.E 2. Consultant with 5 years of experience 3. 3 years of experience in IT Infrastructure (server and storage) related projects. 4. OEM certification in server /storage /virtualization technologies.
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Electric & Cooling:	<ul style="list-style-type: none"> • Identify the electrical requirements of High Court of Madhya Pradesh • Define the power and cooling requirement for all Critical load and Non Critical components • Prepare Bill of Material for Electric and Cooling requirement 	<ol style="list-style-type: none"> 1. B.Tech /B.E 2. Consultant matter expert with minimum 5 years of experience in data centre and cloud related projects.
Civil	<ul style="list-style-type: none"> • Identify the electrical requirements of High Court of Madhya Pradesh. • Define the power and cooling requirement for all Critical load and Non Critical components • Prepare Bill of Material for Electric and Cooling requirement 	<ol style="list-style-type: none"> 1. B.Tech/BE. 2. Subject matter expert with minimum 5 years of experience in data centre and cloud related projects.
Infrastructure :-	<ul style="list-style-type: none"> • Plan the layout for server farm area, UPS and power room, NOC and BMS room, meeting room, storeroom, external area requirements, etc 	<ol style="list-style-type: none"> 1. BE (Civil Engineering) /B. Arch with 5 years of experience

	<ul style="list-style-type: none"> Architectural design of the data centre for civil work to be carried out including floor layout, physical sizing and capacity estimation 		
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Note:

- a) Technical lead or any of the team member deployed on-site for the entire project period should have Experience in ISO-27001- certification process.
- b) Technical/team lead and minimum two team members would be deployed on site for the entire project period.