

HIGH COURT OF MADHYA PRADESH JABALPUR
SECOND CALL

Ref No. Reg(IT)(SA)2021/1014

Dated:20-07-2021



Bid Document for

Installation, Commissioning and Maintenance of MPLS VPN
connectivity between High Court of Madhya Pradesh, Jabalpur
and its Bench at Indore and Gwalior

Note:- *This document contains total 22 pages including cover. No change and modification in the document by the bidder is permissible.*

HIGH COURT OF MADHYA PRADESH : JABALPUR

Ref No. Reg(IT)(SA)2021/1014

Dated:20-07-2021

Tender for Installation, Commissioning and Maintenance of 100 MBPS of MPLS VPN Connectivity between High Court of Madhya Pradesh, Jabalpur and its Bench at Indore and Gwalior

NOTICE INVITING E- TENDER

The Registrar General, on behalf of High Court of M.P., Jabalpur invites sealed tenders for Installation Commissioning and Maintenance of 100 MBPS MPLS VPN connectivity between the High Court of Madhya Pradesh Principal Seat Jabalpur and benches at Indore & Gwalior.

Job / Task	Online EMD (in Rs.)	Cost of online Tender Document (in Rs.)	Last Date / Time of online tender Submission	Last Date/ Time of tender submission in hardcopy	Date and Time of Opening of Technical Bid (online/ hardcopy)	Time for Completion of the work / project
Installation, Commissioning and Maintenance of 100 MBPS of dedicated MPLS VPN Connectivity between High Court of Madhya Pradesh, Jabalpur and its Bench at Indore and Gwalior (two years)	25,000/-	1,000/-	10 th August, 2021 before 06:00 PM	11 th August, 2021 before 05:00 PM	12 th August, 2021 at 11:00 AM	Four weeks

- 1. Tender documents may be viewed or purchased online by interested and eligible bidders from the website <https://mptenders.gov.in> after paying Tender fee of **Rs.1,000/-** and Processing Fee, as applicable . The tender document is also available in website <http://www.mphc.gov.in>.*
- 2. Bidders can submit its tender online at <https://mptenders.gov.in/> on or before the key dates given above. The Physical copy of the Technical Bid along with copy of EMD should also be submitted at the address below latest by **11th August, 2021 before 05:00 P.M.***

3. All further notifications/amendments, if any shall be posted on <https://mptenders.gov.in/> and www.mphc.gov.in only. No separate communication shall be made with individual Bidders.

4. The financial bids are to be submitted online and no hard sheet/ copy is to be submitted along with the bid.

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

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

Address for communication:-

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

Email:- regithcjbpm@mp.gov.in & copy to:- mphc@nic.in

Landline: 0761-2623358

Note:-

- a. Offers received by Fax/Telex/email will be rejected.
- b. Incomplete offers are liable to be rejected.
- c. The High Court of M.P., Jabalpur will have full right to accept or reject any or all bids in part or full, at its absolute discretion without assigning any reason, whatsoever or any notice.

SCOPE OF WORK:-

Tender for 100 MBPS MPLS VPN connectivity at HIGH COURT OF M.P., Jabalpur and its Bench at Indore and Gwalior including installation, commissioning, testing & up keep of the complete link for entire two year of service period. The bidders are requested to visit High Court of M.P., Jabalpur and take survey of the existing infrastructure before formulating their bid.

TERMS AND CONDITIONS:-

1. IMPORTANT NOTES FOR VENDOR:-

a) **The tenders are to be submitted as comprising Part-I: Technical Commercial Bid & Part-II: Price Bid.** The Part-I (Techno-commercial) bid should contain the online EMD and online tender fees details. The envelope should properly mark and sealed envelopes for proper identification. **“Superscribing the tender number & due date of opening”**. The Bid to be addressed to the “Registrar General, High Court of M.P., Jabalpur”

b) **EARNEST MONEY DEPOSIT (EMD):-**

The proposal should be submitted along with **only online** application fee of **Rs.1,000/- (Rupees One Thousand only)** and Earnest Money Deposit (EMD) of **Rs.25,000/- (Rupees Twenty Five Thousand only)** in the form of **online mode** through e-procurement tender portal www.mptenders.gov.in valid for the period of 6 month in favour of **“Registrar General, High Court of Madhya Pradesh, Jabalpur”**. The Bid submitted without EMD and/or the application fee shall be summarily rejected. The EMD shall be refunded to unsuccessful tenderer, after finalization of the tender. EMD shall be forfeited if any tenderer withdraws his offer before finalization of the tender or fails to submit work order acceptance within **15 days from the date of work order**.

- c) **Bank Guarantee:** An Performance Bank Guarantee of 10% of the total order value should be furnished by the successful vendor from any Nationalized/scheduled bank. The Performance Bank Guarantee shall be valid for the period of Three years from the date of installation & commissioning of the MPLS VPN connectivity and shall be released after the successful completion of the contract.
- d) **All the pages of bids including the documents submitted therein must be duly signed and stamped, failing which the offer may be rejected.**
- e) The validity of the offer is for **180 days** from the due date.
- f) The Registrar General, High Court of Madhya Pradesh reserves the right to cancel the tender without assigning any reason at any stage of the tender process.
- g) The Registrar General, High Court of Madhya Pradesh reserves the right to alter/modify any or all conditions of this tender notice, at any time including at the time of execution of contract
2. **Qualifying condition for Eligible Bidder/Technical requirement:**
- a) The Bidder must be a Class '**A**' **Service provider**. The bidding company must have the requisite infrastructure and resources to successfully execute the Order and provide services at High Court of Madhya Pradesh. The bidder should have a valid **category 'A' license** from Govt. of India (**Attach a copy of License**).
- b) MPLS VPN Service Provider should have a fully functional customer service centre for all working days from 09:00 A.M. to 06:00 P.M.
- c) The Bidder should have at least two Government clients using MPLS VPN connectivity. **Client satisfaction certificate and**

contact person details must be enclosed.

- d) The tender should clearly indicate the different components of the total charges recurring (Annual) and non-recurring (One Time) including bandwidth and equipment proposed to be supplied with cost and details of charges and taxes.
- e) The vendor must undertake end-to-end responsibility with **99% uptime**. The SLA (Service Level Agreement) should be part of the proposal.
- f) The service provider will provide suitable software for monitoring and recording the uptime of MPLS VPN connectivity.
- g) The benefits of any drop in the charges/tariff of MPLS VPN port access during the contract period shall be passed on to Registrar General, High Court of Madhya Pradesh.
- h) All equipments including Router should be provided by the vendor as a part of proposal.
- i) The vendor must mention clearly the requirement of the Hardware and Software (Server, Operating Systems, etc.) to make this connectivity operational.
- j) The bidder not supplying the complete and correct information as above shall not be considered.
- k) Payment of one time charges, if any, shall be payable after successful installation and commissioning of the system and submission of bills in triplicate to the Registrar General, High Court of Madhya Pradesh. The recurring charges shall be released from the date of submission of bills in triplicate to the Registrar General, High Court of M.P., Jabalpur after completion of every quarter .
- l) Service delivery Period: The service delivery period i.e. installation & commissioning of the job shall be within four weeks from the date of issue of the work order.

- m) The bidder or his authorized representative and the representative of Registrar General, High Court of Madhya Pradesh shall carry out the inspection jointly after successful installation and commissioning of the services.
- n) The vendor shall carry out preventive maintenance on quarterly basis for upkeep of the system.
- o) The bidder shall move the equipments from one location to another location within High Court of Madhya Pradesh, if required, without any financial implications.
- p) The response time for attending the faults will be 30 minutes after they are reported to the vendor. The vendor will rectify the faults within 01 hours failing which for every 1% down time a month, whenever the uptime goes below 99 %, one extra full day service should be provided. If the uptime goes below 95%, the Registrar General, High Court of M.P. has the right of cancellation of work order and encashment of the bank guarantee without assigning any reason thereof.
- q) **The 100 Mbps line is required presently for 3 locations only but there should be provision to increase the number of locations in future as per requirement.**

3. SLA (Service Level Agreement)

The bidder should commit to a detailed SLA, which clearly outlines Bandwidth as well as Latency, and Drop Rate commitments. The SLA must also list out the commitments on service for Faults. Faults, if any, shall be attended to on immediate basis but in no case any fault should prolong for more than 1 hour.

PART – I

BID FORM (1 sheet)

Tender No. :

Date :

To,

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

Respected Sir,

1. Having examined the conditions of contract and specifications in the tender document and annexures, the receipt of which is hereby duly acknowledged, we, undersigned, offer to Installation, Commissioning and Maintenance of 100 MBPS MPLS VPN connectivity in the uncompressed, unshared in the ratio of (1:1) for the sum shown in the schedule of prices (**online only**) attached herewith and made part of this Bid.
2. If our Bid is accepted, we will submit the unconditional performance guarantee of 10% of the total order value of a Nationalized/Scheduled Bank for the due performance of the contract within 15 days of the placement of purchase order.
3. We agree to abide by this Bid for a period of **180 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal 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.

5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
6. We accept that Registrar General, High Court of M.P., Jabalpur reserves the right at the time of Contract award to increase or decrease of the services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
7. We understand that you are not bound to accept the lowest or any bid, you may receive and you may reject , altering bid without assigning reason therefore and you may vary, amend or alter any terms and conditions of the Tender Document any time even at the time of execution of the Contract.

Dated this day of 2021

Name and Signature

In the capacity of

Duly authorized to sign the bid

for and on behalf of

Witness

Address

Signature

**Name of the work : For providing 100 MBPS Network connectivity
on MPLS VPN in the capacity of 1:1 dedicated**

DETAILED STATUS OF THE FIRM

1. Name of the firm _____
2. Address of the Firm _____
3. License issued by
the appropriate authority _____ (Attach certified copy)
4. Class of MPLS VPN Service provider _____ (Attach certified copy)
5. Annual turnover _____ (Attach certified copy)
6. Proof of Annual turnover (2017-18) _____
(2018-19) _____
(2019-20) _____
7. Experience (in years) _____ (Attach copy)
8. Customers Satisfaction certificate _____
Issued by the Deptt. Where the _____ (Attach copy of at least
Service provider is rendering services _____ Two contract details)

TECHNICAL SPECIFICATION

Item No.	Item Name	Particulars
1.	Type of connectivity	Dedicated MPLS VPN connectivity Uncompressed and unshared.
2.	Capacity	100 MBPS between the High Court of Madhya Pradesh , Jabalpur and its Bench at Indore and Gwalior
3.	Non shared on exclusive basis	1: 1
4.	uptime	99%
5.	Bandwidth guarantee	99 %
6.	Packet Loss	<1%
7.	Period	<i>Minimum two years which may be further extended for one more year depending upon the satisfactory performance of the vendor.</i>
8.	Place of Installation	High Court of Madhya Pradesh, Jabalpur and its Bench at Indore and Gwalior.
9.	Failover	Active-Active with existing BSNL / NIC network of the High Court Madhya Pradesh, Jabalpur and its Bench at Indore and Gwalior.
10.	Latency time	Less than 100 millisecond

Other Requirements to be fulfilled:-

Sr. No	Features	Specifications/Descriptions
1.	Increase in Bandwidth	With notice of 15 Days
2.	Reports for performance monitoring/usages to be submitted by Service provider	a. Daily Basis b. Weekly Basis c. Monthly Basis d. Yearly Basis
3.	Implementation of Software at client side. (cost of software should be included in the package)	a. Bandwidth Utilization b. Up time c. Packet loss d. Ping time
4.	Hardware	a. Router, Mux/Modem and any other hardware required to be provided by the vendor.

		<p>b. Supplied hardware should be included in the services and it will be the property of the vendor only.</p> <p>c. Maintenance of Hardware supplied by vendor will be the responsibility of vendor only.</p>
5.	Diagram and Charts	<p>a. Networking diagram between client, Service provider and Gateway</p> <p>b. Bar chart indicating the proposed schedule of completion</p>
6.	Services	MPLS VPN Router port at ISP Gateway for required bandwidth
7.	Configuration	Configure the Hardware (Modem/Router etc.) cost of this should be included in the package
8.	Installation	Installation and commissioning of the MPLS VPN system with appropriate wiring. Cost of this should be included in the package.
9.	DNS Services	The vendor should provide DNS services including reverse Lookups.
10.	Discount	Discount as applicable to be passed on to Registrar General, High Court of M.P., Jabalpur.
11.	EMD	Earnest Money Deposit of Rs.25,000/- (Rupees Twenty Thousand only) in the form of Demand Draft
12.	Feasibility Survey / Site visit	Feasibility Survey and site visit to all the High Court of M.P., Jabalpur to be done without any charges, before quoting the bid.

PART-II

RATE SCHEDULE

Item No.	Item Description	Basic Price	GST in Rs.	Total (in Rupees) (all inclusive)
1	2	3	4	5=(3+4)
1.	100 MBPS MPLS VPN bandwidth (1:1 dedicated), unshared, uncompressed/pure on clear channel, full duplex connection to the High Court of M.P., Jabalpur and its benches at Indore & Gwalior (two years)			
2.	Hardware charges, maintenance/upkeep charges			
3.	One time Installation, commissioning, Testing and configuration charges			
4.	Annual Rental (recurring charges)			

- The rates should be quoted in Indian rupees.
- **The financial bids are to be submitted online and no hard sheet/ copy is to be submitted along with the bid.**

**AGREEMENT FOR 100 MBPS MPLS VPN CONNECTIVITY
BETWEEN THE HIGH COURT OF MADHYA PRADESH,
JABALPUR AND BENCHES AT INDORE & GWALIOR**

This AGREEMENT made on the _____ day of _____ between the High Court of Madhya Pradesh of the ONE PART acting through Registrar General

And

M/s _____ at _____

_____ (hereinafter referred to as Contractor) of the OTHER PART.

WHEREAS the Registrar General, High Court of Madhya Pradesh is desirous of giving a job contract for providing **100 MBPS MPLS VPN connectivity on uncompressed, un-shared basis** arrangement at High Court of Madhya Pradesh Jabalpur and its benches at Indore & Gwalior and whereas the Contractor has offered to provide the above mentioned service on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that it is a registered /authorized MPLS VPN Service Provider registered with _____ and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the contractor at his own expenses, etc. and the contractor shall report the compliance thereof to the High Court of M.P., Jabalpur. The contractor shall be solely liable for any violation of the provisions of any Act or any other statutory provisions.

WHEREAS Registrar General, High Court of Madhya Pradesh has agreed to award the contract of 100 MBPS MPLS VPN on uncompressed, un-shared line (1:1) at High Court of Madhya Pradesh Jabalpur.

AND WHEREAS the contractor has agreed to furnish to the High Court of Madhya Pradesh deposit 10% of the amount by

way of Unconditional Bank Guarantee.

Now, Therefore By These Articles And On The Premises mentioned above, the parties have agreed to as under :-

A. GENERAL CONDITIONS

1. That it is expressly understood and agreed between the parties to this Agreement that the service of 100 MBPS MPLS VPN connectivity on uncompressed, unshared line (1:1) at High Court of Madhya Pradesh, Jabalpur and its benches at Indore & Gwalior for all intents and purposes shall remain under the control and supervision of the Registrar General, High Court of Madhya Pradesh, Jabalpur.
2. Hardware/software supplied should be with onsite comprehensive warranty for part of contract for all parts after satisfactory installation. The Contractor should maintain and repair the system during the warranty period free of cost. The defects, if any shall be attended to on immediate basis but in no case any defect should prolong for more than one hour.
3. The payment of MPLS VPN connectivity charges will be made on quarterly basis.
4. That on taking over the responsibility of providing MPLS VPN connectivity on uncompressed, unshared line, the contractor shall formulate the mechanism in consultation with Registrar General, High Court of Madhya Pradesh or his authorized officer to ensure that there is no loss of bandwidth and shall review from time to time and advise the Registrar General, High Court of Madhya Pradesh for further streamlining the MPLS VPN Service. The contractor shall further be bound by and carry out the directions/instructions given to him by the Registrar General, High Court of Madhya Pradesh or the officer designated by the Registrar General, High Court of Madhya Pradesh in this respect from time to time in connection with the service.

5. That the Registrar General, High Court of Madhya Pradesh or any other person authorized by him shall be at liberty to carry out surprise check on the service.
6. That in case the service provided by the contractor does not come up to the mark, the Contractor, shall take all necessary action to rectify the problem for optimal service.
7. The service provider will submit weekly status report of performance of MPLS VPN connectivity.

B. CONTRACTOR'S (SERVICE PROVIDER'S) OBLIGATIONS:-

1. That the Service Provider shall provide 100 MBPS MPLS VPN connectivity on uncompressed, unshared line (1:1) at High Court of Madhya Pradesh Jabalpur and its benches at Indore & Gwalior.
2. That the Service Provider must undertake end-to-end responsibility with 99% uptime. The SLA should be part of the proposal.
3. That the Service Provider shall provide suitable software for monitoring and recording the uptime for MPLS VPN line.
4. That the Service Provider shall provide router and other Hardware infrastructure.
5. That the Service Provider shall move the equipment from one location to another location within High Court of M.P., Jabalpur, if required, without any financial implications to Registrar General, High Court of Madhya Pradesh Jabalpur.
6. The response time for attending the faults will be half an hour (30 minutes) after they are reported to the Contractor (service provider). The Contractor will rectify the faults within 01 hours, failing which for every 1% down time a month, whenever the uptime goes below 99%, one extra full day

service should be provided. If the uptime goes below 90%, the Registrar General, High Court of Madhya Pradesh Jabalpur has the right of cancellation of work order and revocation of the bank guarantee.

C. PENALTIES / LIABILITIES

1. That the contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency.
2. That if the contractor violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of officer authorized by the Registrar General, High Court of Madhya Pradesh Jabalpur a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular quarter shall be imposed.

D. COMMENCEMENT AND TERMINATION

1. That this agreement shall come into force w.e.f...and shall remain in force for a period of two year **OR** the duration as decided by the High Court. This agreement may be extended on such terms and conditions as are mutually agreed upon.
2. That this agreement may be terminated on any of the following contingencies: -
 - a) On the expiry of the contract period as stated above.
 - b) By giving one month's notice by Registrar General, High Court of M.P., Jabalpur on account of:
 - i) committing breach by the contractor of any of the terms and conditions of this agreement.

- ii) On assigning the contract or any part thereof to any sub-contractor by the contractor without written permission Registrar General, High Court of Madhya Pradesh Jabalpur.
 - iii) without assigning any reason.
- c) On contractor being declared insolvent by competent Court of Law.

During the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging the service as before till the expiry of notice period.

It shall be the duty of the contractor to remove all the hardware and software, equipments installed by him on termination of the contract.

E. ARBITRATION

1. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to Registrar General, High Court of Madhya Pradesh Jabalpur.
2. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Registrar General, High Court of Madhya Pradesh Jabalpur shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

3. The Arbitrator may give interim award(s) and/or directions, as may be required.
4. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

For and on behalf of
the contractor _____

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

WITNESS :

- 1.
- 2.

Terms and Conditions for e-Tendering

1. For participation in e-tendering module, it is mandatory for prospective bidders to get registration on website <https://mptenders.gov.in/>. Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
2. Tender documents can be purchased *only online* on payment of tender fees and downloaded from website <https://mptenders.gov.in/> by making online payment for the tender document fee.
3. Service and gateway charges shall be borne by the bidders.
4. Since the bidders are required to sign their bids online using class – III Digital Signature Certificate, they are advised to obtain the same at the earliest.
5. For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website <https://mptenders.gov.in/>. Please note that it may take upto 7 to 10 working days for issue of Digital Signature Certificate. Department will not be responsible for delay in issue of Digital Signature Certificate.
6. If bidder is going first time for e-tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
7. Bidders are requested to visit our e-tendering website regularly for any clarification and / or due date extension.
8. Bidder must positively complete online e-tendering procedure at <https://mptenders.gov.in/>
9. Department shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever.
10. For any type of clarification bidders can / visit <https://mptenders.gov.in/>. In case of any assistance please call Help desk numbers 0120-4200462, 0120-4001002. Support timings: Monday to Saturday from 10:00 AM to 7:00 PM.

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