

HIGH COURT OF MADHYA PRADESH JABALPUR

Ref No. Reg(IT)(SA)2017/ 691

Dated:05/06/2017



Bid Document for

Installation, Commissioning and Maintenance of RF connectivity

between High Court of Madhya Pradesh , Jabalpur and its Bench

at Indore and Gwalior

Note: *This document contains total 21 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)2017/ 691

Dated:05/06/2017

Tender for Installation, Commissioning and Maintenance of 16

MBPS of RF Connectivity between High Court of Madhya

Pradesh ,Jabalpur and its Bench at Indore and Gwalior

NOTICE INVITING TENDER

The Registrar General, on behalf of High Court of M.P., Jabalpur invites sealed tenders for Installation Commissioning and Maintenance of 16 MBPS RF connectivity between the High Court of Madhya Pradesh Principal Seat Jabalpur and benches at Indore & Gwalior.

Job / Task	Document Cost / Tender Fees (in Rs.)	EMD (in Rs.)	Last date for bid submission	Date of bid opening
Installation, Commissioning and Maintenance of 16 MBPS of dedicated RF Connectivity between High Court of Madhya Pradesh ,Jabalpur and its Bench at Indore and Gwalior	1000/-	25,000/-	04th July, 2017 before 3:00 PM	04th July, 2017 at 3:30 PM

- The bid can be submitted in the copy of tender document downloaded from our website www.mphc.gov.in . In that case the bidder shall enclose, with this bid, a demand draft of Rs. 1000/- in favour of “**Registrar General, High Court of M.P., Jabalpur**” as the cost of the tender document.

1. Tender Document will neither be sent nor receipt by post.
2. Conditional bids will not be accepted.
3. The Registrar General, High Court of M.P., Jabalpur shall be empowered to reject all / any bid without assigning any reason. There is no obligation on the part of the Registrar General to inform the unsuccessful Tenderer of the outcome of the Tender process and reasons for rejection of Tender. Further, the Registrar General is under no obligation to accept the lowest Bid.
4. Before submitting the bid please visit High Court of Madhya Pradesh to check out the feasibility and any other relevant information.
5. If the last day for submission of bids or the day of opening of bids is declared as holiday, the date will be shifted to the next working day.

Registrar General
High Court of M.P., Jabalpur

SCOPE OF WORK :

Tender for 16 Mbps RF 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 Three 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 a package comprising** Part-I: Technical Commercial Bid & Part-II: Price Bid. The Part-I (Techno-commercial) bid should contain the EMD, detailed technical specifications as per NIT. The part-II (Price Bid) should contain the price offered. Both the parts should be properly marked and enclosed in single sealed envelopes 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 EMD of Rs.25,000/-in the form of Demand draft from any Nationalized/ scheduled bank drawn in favour of “Registrar General, High Court of Madhya Pradesh” must accompany Part-I (Techno-Commercial Bid). 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 Unconditional bank guarantee of 10% of the total order value should be furnished by the successful vendor from any Nationalized/scheduled bank. The bank guarantee shall be kept for a period of Three years

from the date of installation & commissioning of the RF connectivity and shall be released after the successful completion of the contract.

- d) The offers submitted by downloading from High Court of Madhya Pradesh shall be considered valid only when accompanied by a demand draft for Rs.1000.00 drawn in favour of “**Registrar General, High Court of Madhya Pradesh**” payable at Jabalpur towards the cost of tender documents indicated in the NIT. The draft should be enclosed with the part-I i.e, Techno-commercial bid of tender document. In case of non-submission of tender fee as detailed above, the tender shall be treated as invalid.
- e) **All the pages of bids including the documents submitted therein must be duly signed and stamped, failing which the offer may be rejected.**
- f) The validity of the offer is for 180 days from the due date.
- g) 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.
- h) 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) RF Service Provider should have a fully functional customer service centre with **365X24X7** help.
- c) The Bidder should have at least three Government clients using RF 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 RF connectivity.
- g) The benefits of any drop in the charges/tariff of RF 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 should provide at least 10 static IP addresses. They should configure reverse look up for each static IP addresses, as and when required.
- j) The vendor must mention clearly the requirement of the Hardware and Software(Server, Operating Systems, etc.) to make this connectivity operational.
- k) The bidder not supplying the complete and correct information as above shall not be considered.
- l) 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 .

- m) 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.
- n) 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.
- o) The vendor shall carry out preventive maintenance on quarterly basis for upkeep of the system.
- p) The bidder shall move the equipments from one location to another location within High Court of Madhya Pradesh, if required, without any financial implications.
- q) 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.

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 16 MBPS RF connectivity in the uncompressed, unshared in the ratio of (1:1) for the sum shown in the schedule of prices 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 150 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 2017

Name and Signature

In the capacity of

Duly authorised to sign the bid

for and on behalf of

Witness

Address

Signature

**Name of the work : For providing 16 Mbps Network connectivity
on RF 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 RF Service provider _____
(Attach certified copy)

6. Annual turnover _____
(Attach certified copy)

7. Proof of Annual turnover (2014-15) _____
(2015-16) _____
(2016-17) _____

8. Experience (in years) _____
(Attach copy)

9. Customers Satisfaction certificate _____
Issued by the Deptt. Where the (Attach copy of at least
Service provider is rendering services Three
contract details)

TECHNICAL SPECIFICATION

Item No.	Item Name	Particulars
1	Type of connectivity	Dedicated RF connectivity Uncompressed and unshared.
2	Capacity	16 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	Minimum three years
8	Place of Installation	High Court of Madhya Pradesh, Jabalpur and its Bench at Indore and Gwalior.
9	Failover	Active-Active with existing MPLS 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)	<ul style="list-style-type: none"> a. Bandwidth Utilization b. Up time c. Packet loss d. Ping time
4	Hardware	<ul style="list-style-type: none"> a. Router, Mux/Modem and any other hardware required to be provided by the vendor. b. Supplied hardware should be included in the services and it will be the property of the vendor only. c. Maintenance of Hardware supplied by vendor will be the responsibility of vendor only.
5	Diagram and Charts	<ul style="list-style-type: none"> a. Networking diagram between client, Service provider and Gateway b. Bar chart indicating the proposed schedule of completion
6	Services	RF 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 RF 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 the quoting for the bid.

PART-II

RATE SCHEDULE

Item No.	Item Description	Basic Price	Duties/Sales tax/Service Tax, etc.	Total (in Rupees)
1	16 Mbps RF bandwidth (1:1 dedicated), unshared, uncompressed/pure on clearchannel, full duplex connection to the High Court of M.P., Jabalpur and its benches at Indore & Gwalior.			
2	Hardware charges, maintenance/upkeep charges			
3	One time Installation, commissioning, Testing and configuration charges			
4	Annual Rental (recurring charges)			

Total Bid price:_____

- Rates for any additional/optional features to be mentioned clearly.
- The rates should be quoted in Indian rupees. Price to be quoted both in digits and in words. In case of a discrepancy in the two, price quoted in words will be taken as valid.

**AGREEMENT FOR 16 MBPS RF CONNECTIVITY BETWEEN THE
HIGH COURT OF MADHYA PRADESH, JABALPUR AND
BENCHES AT INDORE & GWALIOR**

This AGREEMENT made on this _____ 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 **16 Mbps RF 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 RF 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 16 Mbps RF 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 16 Mbps RF 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 RF connectivity charges will be made on quarterly basis.
4. That on taking over the responsibility of providing RF 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 RF 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 RF connectivity.

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

1. That the Service Provider shall provide 16 Mbps RF 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 RF 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.

E. 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.

F. COMMENCEMENT AND TERMINATION

1. That this agreement shall come into force w.e.f...and shall remain in force for a period of one 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.

G. 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.	