



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उपक्रम, रेल मंत्रालय)

सूचीबद्ध व्यावसायिक सहयोगियों या OEM या OEM द्वारा अधिकृत भागीदार/वितरक में से भागीदार के चयन के लिए रुचि की अभिव्यक्ति

“SAN स्टोरेज की आपूर्ति और स्थापना (सॉफ्टवेयर और कनेक्टिविटी के साथ) के लिए व्यावसायिक साझेदार का चयन।”

ईओआई नंबर: रेलटेल/डब्ल्यूआर/बीपीएल/एमपीएचसी-एसएएन/2025-26/17 दिनांक: 15 अक्टूबर 2025

प्लॉट नंबर 17, पहली मंजिल, रघुनाथ नगर, शाहपुरा पुलिस स्टेशन के पास,
भोपाल एमपी-462039

“रुचि की अभिव्यक्ति (ईओआई) सूचना”
रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड,
प्लॉट नंबर 17, प्रथम तल,
रघुनाथ नगर, (शाहपुरा पुलिस स्टेशन के पास)
भोपाल एमपी - 462039

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रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, (जिसे आगे "रेलटेल" कहा जाएगा) "SAN स्टोरेज की आपूर्ति और स्थापना (सॉफ्टवेयर और कनेक्टिविटी के साथ) के लिए व्यावसायिक साझेदार का चयन।" के लिए रुचि की अभिव्यक्ति में भागीदारी हेतु दस्तावेज जारी कर रहा है।
जो की रेलटेल के सूचीबद्ध भागीदारों या ओईएम या ओईएम के अधिकृत भागीदार/वितरक के लिए वैध है।

विवरण निम्नानुसार है:

1	बोलीदाताओं द्वारा ईओआई के विरुद्ध बोली प्रतिक्रिया पैकेट प्रस्तुत करने की अंतिम तिथि	23 अक्टूबर 2025 को 16:00 बजे
2	ईओआई के बोली प्रतिक्रिया पैकेट का उद्घाटन	23 अक्टूबर 2025 को 16:30 बजे
3	कार्य के दायरे के लिए प्रस्तुत की जाने वाली प्रतियों की संख्या	दो (Two)
4	ईएमडी राशि	Rs. 30,00,000/- (तीस लाख)
5	टेन्डर/प्रोसेसिंग फीस+GST 18%	Rs. 11,180/- (ग्यारह हजार एक सौ अस्सी)

ईएमडी रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड के पक्ष में होनी चाहिए और मुंबई में ऑनलाइन बैंक ट्रांसफर के माध्यम से देय होगी। पार्टनर को प्रस्ताव के साथ ऑनलाइन भुगतान हस्तांतरण विवरण जैसे यूटीआर नंबर, तारीख और बैंक को साझा करना होगा।

रेलटेल बैंक विवरण:

यूनियन बैंक ऑफ इंडिया,

खाता संख्या - 317801010036605,

IFSC कोड - UBIN0531782,

शाखा का नाम - महालक्ष्मी मुंबई शाखा

योग्य व्यावसायिक सहयोगी/ओईएम/ओईएम के अधिकृत साझेदार या वितरक को ईओआई दस्तावेज के लिए इस आमंत्रण से संबंधित सभी संचार निम्नलिखित नामित संपर्क व्यक्तियों के माध्यम से निर्देशित करना आवश्यक है:

स्तर:1 संपर्क: श्री आनन्द कुमार

पद: संयुक्त महाप्रबंधक/विपणन

ईमेल: anandnkn@railtelindia.com,

संपर्क: +91-[9004444107](tel:9004444107)

स्तर:2 संपर्क: श्री पवन कुमार भार्गव

पद: ईडी/टीएम/भोपाल

ईमेल: pavan@railtelindia.com

Note:

1. Empaneled partners/OEMs/authorized partner or distributor of OEMs are required to submit soft copy (password protected PDF) of bid response packet (separate for Technical bid and Financial Bid) through an e-mail at bpltooffice@railtelindia.com duly signed by Authorized Signatories with Company seal and stamp. **The size of both the files should not exceed 20 Mb.**
2. **The OEMs need not be prior empaneled Business Associates, given their proven technical prowess. However, The EOI response is invited from eligible Empaneled Partners of RailTel only in case of participation by Business Associates.**
3. The password will be sought at the time of opening of the bid response packet.
4. All the documents must be submitted with proper indexing and page no.
5. This is an **exclusive arrangement with empaneled business associate/OEMs/ authorized partner or distributor of OEM of RailTel for fulfilling the end customer requirements.** Selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected through this EOI (before and after submission of bid to prospective organization by RailTel). This undertaking has to be given with this EOI Response.

1. Introduction about RailTel

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a “**Navratna**” company under Ministry of Railways, Government of India. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

RailTel has approximately 70000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High- Definition Video Conference facility bundled with required BW is provided as a Service.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

RailTel’s business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

Licenses & Service portfolio:

Presently, RailTel holds Infrastructure Provider -1, National Long-Distance Operator, International Long-Distance Operator and Internet Service Provider (Class-A) licenses under which the following services are being offered to various customers:



a) Carrier Services

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

b) Enterprise Services

- Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
- MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 2 Mbps & above
- Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2 Mbps to several Gbps

- c) DATA CENTER Infrastructure as a service (IaaS), Hosting as Services, Security operation Centre as a Service (SOCaaS):** RailTel has MeitY empaneled two Tier-III data centres in Gurgaon & Secunderabad. Presently RailTel is hosting critical applications of Indian Railways, Central & State government/ PSUs applications. RailTel will facilitate Government's applications / Hosting services including smooth transition to secured state owned RailTel's Data Centers and Disaster Recovery Centres. RailTel also offers SOC as a Service 'SOCaaS'. In addition, RailTel offers VPN client services so that employees can seamlessly access government's intranet, applications securely from anywhere without compromising security.

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

- d) High-Definition Video Conference:** RailTel has unique service model of providing high-definition video conference bundled with Video Conference equipment, bandwidth and FMS services to provide end to end seamless services on OPEX model connecting HQ with other critical offices. RailTel also offers application-based video conference solution for employees to be productive specially during this pandemic situation.

e) Retail Services – Rail-Wire

Rail-Wire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering &

maintaining broadband services and up-to 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx. 4,00,000 subscribers on PAN Indian basis. RailTel can provide broadband service across— Government PSU or any organization's officers colonies and residences.

2. Project Background and Scope of Work

RailTel is floating EOI for **“Selection of Business Partner for Supply Installation of SAN Storage along with Software & Connectivity.”** RailTel invites EOIs from RailTel's Empaneled Partners/OEMs/authorized partner or distributor of OEMs for the selection of suitable partner for participating in above mentioned work for the agreed scope work. The empaneled partner/OEMs/authorized partner or distributor of OEMs is expected to have excellent execution capability and good understanding customer local environment.

The scope of work is to **“Selection of Business Partner for Supply Installation of SAN Storage along with Software & Connectivity.”** as per there requirement. The above scope of work is indicative, and the detailed scope of work will be shared after the completion of the EOI process.

In case of any discrepancy or ambiguity in any clause/specification pertaining to the scope of work area, the decision of the end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/MSA/SLA also included.)

Special Note: RailTel may retain some portion of the work mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal. Scope of Work and payment terms shall be on a back-to-back basis as per the end customer RFP.

3. Response to EOI guidelines

3.1 Language of Proposals

The proposal and all correspondence and documents shall be written in English in password protected PDF file through an email (size of email should not exceed 20Mb) to bpltooffice@railtelindia.com.

3.2 RailTel's Right to Accept/Reject responses

RailTel reserves the right to accept or reject any response and annul the bidding process or even reject all responses at any time prior to selecting the partner, without thereby incurring any liability to the affected bidder or Business Associate/OEM/authorized partner or distributor of OEM or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

3.3 EOI response Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Submission of bids, not substantially responsive to the bidding document in every aspect will be at the bidder's risk and may result in rejection of its bid without any further reference to the bidder.

All pages of the documents shall be signed by the bidder including the closing page in token of his having studied the EOI document and should be submitted along with the bid.

3.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for 180 days from the date of submission.

3.5 Bidding Process

The bidding process as defined in para 9.

3.6 Bid Earnest Money (EMD)

- 3.6.1 The Business Associate shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favor of "RailTel Corporation of India Limited" along with the offer.
- 3.6.2 Offers not accompanied with valid EOI Earnest Money Deposit and Tender Fee shall be summarily rejected.

- 3.6.3 EMD and Tender Fees will be deposited in the form of Online Bank Transfer.
- 3.6.4 The validity of such EMD shall be maintained till the finalization of end Customer RFP/Tender i.e. award of order and till submission of Performance Guarantee of requisite value required by end customer on back-to-back basis.
- 3.6.5 **Return of EMD for unsuccessful Business Associates:** Final EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process (i.e. after pre-bid agreement is signed with the selected partner)
- 3.6.6 **Return of EMD for successful Business Associate:** Final Earnest Money Deposit if applicable of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 4.7) from Business Associate whichever is later.
- 3.6.6.1 The EOI EMD may be forfeited and or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during validity period.

3.7 Security Deposit / Performance Bank Guarantee (PBG)

- 3.7.1 In case the bid is successful, the PBG of requisite amount proportionate to the agreed scope of the work will have to be submitted to RailTel. (5% of the PO Value)
- 3.7.2 As per work share arrangements agreed between RailTel and Business Associate the PBG will be proportionately decided and submitted by the selected Business Associate.

3.8 Last date & time for Submission of EOI response

EOI response must be submitted to RailTel at the email address specified in the preamble not later than the specified date and time mentioned in the preamble.

3.9 Modification and/or Withdrawal of EOI response

EOI response once submitted will be treated, as final and no modification will be permitted except with the consent of the RailTel. No Business Associate shall be allowed to withdraw the response after the last date and time for submission.

The successful Business Associate will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful business associate, the Earnest Money Deposit shall be forfeited, and all interests/claims of such Business Associate shall be deemed as foreclosed.

3.10 Clarification of EOI Response

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the Business Associate for clarification. The response should be in writing and no change in the price or substance of the EOI response shall be sought, offered or permitted.

3.11 Period of Association/Validity of Agreement

RailTel will enter into agreement with selected bidder with detailed Terms and conditions.

4. Pre-Qualification Criteria for Bidding Business Partner of RailTel

S No.	Particulars	Criteria for Tender Package
1	Legal Entity: The bidder must be a registered company/partnership firm/proprietorship in India. (BA's LOA should not be expired on date of submission of proposal and should have at least 3 years of operations in India as on bid submission date.)	1. Certificate of Incorporation 2. Valid Empanelment letter issued by RailTel 3. GST Registration 4. PAN Card
2	Average Annual Financial turnover of the bidder during last 3 financial years, ending 31st March of previous financial year i.e. 2023-24 should be Rs. 20 Crore.	Audited Financial Statements / CA Certificate
3	Net worth: Bidder must have Positive Net Worth as on bid submission date.	Audited Financial Statements / CA Certificate
4	Experience: The bidder must have executed the supply & installation projects for government/PSU clients in the last 7 years. Similar means- Supply, Installation, commissioning of Servers/Data Centre security system/SAN Storage/NAS Storage during last 07 years. a) One similar completed work costing not less Rs. 10 crores.	PO copy and respective service completion certificate.
5	Blacklisting Declaration: The bidder should not have been blacklisted by any government agency in India on the bid submission date.	Undertaking on company's letter head
6	Local Office Presence: Bidder should have Local Office or presence in Jabalpur (MP) for support. (own or through partner/OEM).	Address proof or declaration with contact details

S No.	Particulars	Criteria for Tender Package
		(Mandatory Compliance & Document Submission)
B)	Annexures	
1	Annexure 1	Covering Letter: Self-certification duly signed by authorized signatory on company letter head.
2	Annexure 2	The Bidder should agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted.
		Self-certification duly signed by authorized signatory on company letter head.
3	Annexure 3	An undertaking signed by the Authorized Signatory of the company to be provided on letter head. The Bidder should not have been blacklisted / debarred by any Governmental / Non-Governmental Organization in India as on bid submission date.
4	Annexure-4	Format for Affidavit to be uploaded by BA along with the tender documents.
5	Annexure-5	Non-disclosure agreement with RailTel.
6	Annexure-6	Tender Document
7	Annexure-7	BOQ of the RFP document. Price Bid Format to be submitted in separate password protected pdf.
8	Annexure-8	Power of Attorney or Board Resolution in favor of one of its employees who will sign the Bid Documents.
9	Additional Documents to be Submitted	Refer Annexure -6 (Tender/RFP document) Technical & Commercial Proposal with overview of the project with strength of the Partner.

5. Bidder's Profile

The bidder shall provide the information in the below table:

S. No.	ITEM	Details
1.	Full name of bidder's firm	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office	
3.	Name, designation and full address of the Chief Executive Officer of the bidder's organization as a whole, including contact numbers and email Address	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5.	Name, designation and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email address	
6.	Bank Details (Bank Branch Name, IFSC Code, Account number)	
7.	GST Registration number	

6. Evaluation Criteria

- 6.1 The Business Associates are first evaluated on the basis of the Pre-Qualification Criteria as per clause 5 above.
- 6.2 The Business Associate who meets all the Pre-qualification criteria, their price bid will be evaluated. The Lowest (L1) price bidder will be selected and entered into agreement with for delivery of the work on back-to-back basis for the agreed scope of work.
- 6.3 RailTel reserves the right to further re-negotiate the prices with eligible L1 bidder. Selected bidder must ensure the best commercial offer to RailTel to offer the most winnable cost to customer.
- 6.4 RailTel also reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the Business associate as per RailTel policy for shortlisting partner against this EOI. RailTel also reserves the right to negotiate the price with the selected bidder.

- 6.5 All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

7. Payment terms

- 7.1 RailTel shall make payment to selected Business Associate after receiving payment from Customer for the agreed scope of work. In case of any penalty or deduction made by customer for the portion of work to be done by BA, same shall be passed on to Business Associate.
- 7.2 All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end Customer organization.

8. SLA

The selected bidder will be required to adhere to the SLA matrix if/as defined by the end Customer. SLA breach penalty will be applicable proportionately on the selected bidder, as specified by the end Customer. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified by the customer. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement (PSA)/ MSA/ SLA also included. Any deduction by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner proportionately based on its scope of work.

9. Other Terms and Conditions

Any other terms and conditions in relation to SLA, Payments, PBG etc. will be as per the PO/agreement/Work Order/RFP of the end customer.

Note: Depending on RailTel's business strategy RailTel may choose to work with Partner who is most likely to support in submitting a winning bid.

Annexure 1: Format for COVERING LETTER
COVERING LETTER (To be on company letter head)

EoI Reference No:

Date:

To,

RailTel Corporation of India Ltd.
Plot No. 17, First Floor,
Raghunath Nagar,
Near Shahpura Thana,
Bhopal, M.P. - 462039

Dear Sir,

SUB: Participation in the EoI process

Having examined the Invitation for EoI document bearing the ref. no. _____ released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said Invitation for EoI document.

If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the said Invitation for EoI document.

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for EoI document, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our EoI is liable to be rejected.

We hereby Submit EMD amount of Rs. _____ issued vide _____ from Bank _____.

Authorized Signatory

Name

Designation

Annexure 2: Format for Self-Certificate & Undertaking
Self-Certificate (To be on company letter head)

EoI Reference No:

Date:

To,

RailTel Corporation of India Ltd.
Plot No. 17, First Floor,
Raghunath Nagar,
Near Shahpura Thana,
Bhopal, M.P. - 462039

Dear Sir,

Sub: Self Certificate for Tender, Technical & other compliances

- 1) Having examined the Technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.
- 2) We agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected BA after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected BA fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected BA.
- 3) We agree to abide by all the technical, commercial & financial conditions of the end customer's RFP for the agreed scope of work for which this EOI is submitted.
- 4) We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP. We also undertake to submit MAF and other documents required in the end Customer organization tender in favour of RailTel against the proposed products.
- 5) We hereby undertake to work with RailTel as per end customer's RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as

required in the end customer's RFP terms and conditions like technical certificates, OEM compliance documents.

- 6) We understand and agree that RailTel is intending to select a BA who is willing to accept all terms & conditions of end customer organization's RFP for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.
- 7) We hereby agree to submit that in case of being selected by RailTel as BA for the proposed project (for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer well before the bid submission date by end customer and as and when required.
- 8) We hereby undertake to sign Pre-Bid Agreement and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 100/- in the prescribed Format.

Authorized Signatory Name & Designation

Annexure 3: Undertaking for not Being Blacklisted/Debarred

<On Company Letter Head>

To,

RailTel Corporation of India Ltd.
Plot No. 17, First Floor,
Raghunath Nagar,
Near Shahpura Thana,
Bhopal, M.P. - 462039

Subject: Undertaking for not Being Blacklisted/Debarred

We, Company Name, having its registered office at address
hereby declares that that the Company has not been blacklisted/debarred by any Governmental / Non-Governmental organization in India for past 3 Years as on bid submission date.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

Annexure 4: Format of Affidavit

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONGWITH THE EOI DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-.
The paper has to be in the name of the BA) **

I..... (Name and designation) ** appointed as the attorney/authorized signatory of the BA (including its constituents),

M/s _____ (hereinafter called the BA) for the purpose of the EOI documents for the work of _____ as per the EOI No. _____ of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the BA including its constituents as under:

1. I/we the BA (s), am/are signing this document after carefully reading the contents.
2. I/we the BA(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website www.railtelindia.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e. evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA) ** _____ and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.

8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT SEAL AND SIGNATURE
OF THE BA

VERIFICATION

I/We above named EOI do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT SEAL AND SIGNATURE
OF THE BA

Place:

Dated:

****The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by BA. Attestation before Magistrate/Notary Public.**

Annexure-5: Non-Disclosure Agreement (NDA) Format

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”) is made and entered into on this ____ day of ____, 2024 (the “**Effective Date**”) at _____. By and between

RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905), a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023, (hereinafter referred to as '**RailTel**'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,

And

_____) (CIN: _____), a company duly incorporated under the provisions of Companies Act, _____ having its registered office at _____, (hereinafter referred to as '**_____**'),

which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART

RailTel and _____ shall be individually referred to as “Party” and jointly as “Parties”

WHEREAS, RailTel and _____, each possesses confidential and proprietary information related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non-technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists, inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, and third party confidential information (collectively, the “**Information**”);

WHEREAS, the Parties have initiated discussions regarding a possible business relationship for _____.

WHEREAS, each Party accordingly desires to disclose certain Information (each Party, in such disclosing capacity, the “**Disclosing Party**”) to the other Party (each Party, in such receiving capacity, the “**Receiving Party**”) subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the receipt of certain Information, and the mutual promises made in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

Permitted Use.

Receiving Party shall:

hold all Information received from Disclosing Party in confidence; use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and restrict disclosure of such Information to those of Receiving Party’s officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the “**Representatives**”) who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

The restrictions on Receiving Party's use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate: is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party; at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party; is approved for release by written authorization of Disclosing Party; or is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.

(c) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorized disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

Designation.

Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:

written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

Cooperation. Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.

Ownership of Information. All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby. Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

No Obligation. Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.

Return or Destruction of Information.

All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:

termination of this Agreement; expiration of this Agreement; or
Receiving Party's determination that it no longer has a need for such Information.

Upon request of Disclosing Party, Receiving Party shall certify in writing that all Information received by Receiving Party (including all copies thereof) and all materials containing such Information (including all copies thereof) have been destroyed.

Injunctive Relief: Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement, and that a party shall be entitled to seek the remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement

Notice.

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:

by personal delivery, when delivered personally; by overnight courier, upon written verification of receipt; or by certified or registered mail with return receipt requested, upon verification of receipt.

Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

RailTel Corporation of India limited:

Attn: _____

Address: _____

Phone:

Email.:

Attn: _____

Address: _____

Phone:

Email:

Term, Termination and Survivability.

Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of ____years from the effective date hereof.

Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.

Notwithstanding the foregoing clause 9(a) and 9 (b), Receiving Party agrees that its obligations, shall:

In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and not apply to any materials or information disclosed to it thereafter.

Governing Law and Jurisdiction. This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi.

Counterparts. This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement

No Definitive Transaction. The Parties hereto understand and agree that no contract or agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "**Final Agreement**"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.

Settlement of Disputes:

The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

CONFIDENTIALITY OF NEGOTIATIONS

Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.

REPRESENTATION

The Receiving Party acknowledges that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of any of the Confidential Information furnished by or on its behalf. Nothing in this clause operates to limit or exclude any liability for fraudulent misrepresentation.

ASSIGNMENT

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns. its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

NO LICENSE

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

RELATIONSHIP BETWEEN PARTIES:

Nothing in this Agreement or in any matter or any arrangement contemplated by it is intended to constitute a partnership, association, joint venture, fiduciary relationship or other cooperative entity between the parties for any purpose whatsoever. Neither party has any power or authority to bind the other party or impose any obligations on it and neither party shall purport to do so or hold itself out as capable of doing so.

20: UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)

_____ agrees and acknowledges that _____, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. _____ shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, _____ shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

MISCELLANEOUS. This Agreement constitutes the entire understanding among the Parties as to the Information and supersedes all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each Party by its authorized representative. The failure or delay of any Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. The rights, remedies and obligations set forth herein are in addition to, and not in substitution of, any rights, remedies or obligations which may be granted or imposed under law or in equity. IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

_____:

RailTel Corporation of India Limited:

By _____

By _____

Name:

Name:

Title:

Title:

Witnesses

Annexure-6

Tender - Purchase of SAN Storage at High Court of Madhya Pradesh, Jabalpur

यह, “रुचि की अभिव्यक्ति” दस्तावेज सूचीबद्ध व्यावसायिक सहयोगियों या OEM या OEM के अधिकृत भागीदार/वितरक में से भागीदार के चयन के लिए “**SAN स्टोरेज की आपूर्ति और स्थापना (सॉफ्टवेयर और कनेक्टिविटी के साथ) के लिए व्यावसायिक साझेदार का चयन।**”

इसके बाद अंतिम ग्राहक से आने वाले सभी सूचना/संवाद/नियम चयनित भागीदार पर भी लागू होंगे।

कृपया सम्पूर्ण दस्तावेज को ध्यानपूर्वक पढ़ें एवं जिम्मेदारी पूर्ण तरीके से प्रस्ताव जमा करें।

भवदीय,
(आनन्द कुमार)
संयुक्त महाप्रबंधक/विपणन

HIGH COURT OF MADHYA PRADESH: JABALPUR

// NOTICE INVITING E-TENDER //

e-Tenders are invited by the High Court of Madhya Pradesh for the “Purchase of SAN Storage at High Court of Madhya Pradesh, Jabalpur”. The last date of online tender submission is **29th October, 2025 before 06:00 P.M. (mandatory)**. The sealed tender complete in all respect addressed to “**Registrar General, High Court of Madhya Pradesh, Jabalpur**” must be submitted before **05:00 P.M. on 30th October, 2025 (mandatory)**. The technical bids of the tender shall be opened online on **31th October, 2025 at 11:30 A.M.** The detailed tender document is available in the official website of the High Court of Madhya Pradesh **www.mphc.gov.in** and Government e-procurement portal **www.mptenders.gov.in**.

Sd/-

REGISTRAR GENERAL

HIGH COURT OF MADHYA PRADESH: JABALPUR

// NOTICE INVITING E-TENDER //

Ref.No.Reg(IT)(SA)/2025/**1522**

Dated:**17/09/2025**



Bid Document for

PURCHASE OF SAN STORAGE AT HIGH COURT OF MADHYA PRADESH, JABALPUR

Note:-This document contains total **46 pages** including cover. No change and modification in the document by the bidder is permissible.

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Section – I

// NOTICE INVITING E-TENDER //

Ref.No.Reg(IT)(SA)/2025/1522

Dated:17/09/2025

The Registrar General, on behalf of High Court of Madhya Pradesh invites tenders from experienced and reputed firms/organizations/ Original SAN Storage manufacturer(OEM) for the **“Purchase of SAN Storage at High Court of Madhya Pradesh, Jabalpur”**.

Estimated project cost	Online EMD (In Rs.)	Cost of online Tender Document (In Rs.)	Date and Time of Pre-Bid Meeting	Last Date / Time of online tender Submission (mandatory)	Last Date/ Time of tender submission in hardcopy (mandatory)	Date and Time of Opening of Technical Bid (online/ hardcopy)	Time for Completion of the work / project
15 Crore	30 Lakh	10,000/-	24 th September, 2025 at 11:30 A.M. in the Committee Hall No. 03 at High Court of Madhya Pradesh, Jabalpur	29 th October, 2025 before 06:00 P.M.	30 th October, 2025 before 05:00 P.M.	31 st October, 2025 at 11:30 A.M.	30 days

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.10,000/- 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 online EMD should also be submitted at the address below latest by **30th October, 2025 at 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 only in online mode 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:- regithcjbptd@mp.gov.in

Landline:- 0761-2623358

Section – II

2. INSTRUCTIONS TO BIDDERS:-

2.1 DEFINITIONS:-

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

commissioning and integration of sub-components and integration with High Court software and acceptance of the Training at the site.

- i) **“Services”** means System Integration, Training and coordinating with the original SAN Storage manufacturer (OEM) for installation, commissioning, system integration and maintenance for proper working of supplied SAN Storage etc.
- j) **“NIT”** is the Notice Inviting Tender. It is essentially the Press Notification of the Tender.
- k) **“OEM”** - means Original SAN Storage Manufacturer and/or Original Software Developer.
- l) This tender is subject to availability of funds / Budget from the State Government.

2.2 BID DOCUMENT:-

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

- i. Section I Short Notice Inviting Tender
- ii. Section II Instructions to Bidders
- iii. Section III *Terms and Conditions for E-Tendering.*
- iv. Section IV General Conditions of Contract
- v. Section V Special Conditions of Contract
- vi. Section VI Scope of work
- vii. Section VII Technical Specifications
- viii. Section VIII Format to be used for submission of proposal
- ix. Section IX Certificates

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

2.3 AMENDMENT OF BID DOCUMENTS:-

At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments by issuing corrigendum / addendum in the website of the High Court.

2.4 COST OF BIDDING:-

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

2.5 EARNEST MONEY DEPOSIT (EMD):-

2.5.1 The proposal should be submitted along with **online** application fee of **Rs.10,000/- (Rs. Ten Thousand Only)** and **online** Earnest Money Deposit (EMD) of **Rs.30 Lakh/- (Rupees Thirty Lakh Only)** in the form of online mode through e-procurement tender portal www.mptenders.gov.in in favour of “**Registrar General, High Court of Madhya Pradesh, Jabalpur**” valid for the period of 06 months. The Bid submitted without EMD and/or the application fee/tender fees shall be summarily rejected.

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

2.5.3 The EMD will be forfeited:-

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

or

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

or

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

or

(iv) *If the Successful Bidder fails to furnish the Performance Guarantee with in the stipulated time.*

2.6 BID PRICES:-

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

2.7 DISCOUNTS:-

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

2.8 BID VALIDITY:-

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

2.9 ONLY ONE BID PER PARTY:-

Each bidder is permitted to submit ONLY ONE BID. In case it is found that any party has submitted more than one bid for the subject work(s) in any of the above capacities, all bids so submitted shall be summarily rejected and the EMPLOYER shall not entertain any further request/ correspondence in this matter.

2.10 SUBMISSION OF PROPOSALS:-

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

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

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

- (a) **Envelope-1:** Online Tender Fees details & Online Earnest Money Deposit (EMD) of **Rs.30 Lakh/- (Rupees Thirty Lakh Only)** valid for the period of six months. The envelope should be superscribed as **“Envelope-1: EMD”** at the top left corner of the envelope.
- (b) **Envelope-2:** Pre-qualification Proposal and Technical Proposal superscribed as **“Envelope 2 – Pre-qualification and Technical Proposal”** (Containing duly signed PRE-QUALIFICATION PROPOSAL SUBMISSION FORM as prescribed in Section-VIII, Other required Pre-qualification documents, clause-by-clause compliance to the technical specifications of SAN System as prescribed in Section-VII, all technical literature, brochures etc.). In the technical proposal, there should not be any indication about the prices (printed or otherwise) of any of the products offered.

2.10.4 All the sealed envelopes should again be placed in a **single sealed cover** superscribed as **“Purchase of SAN Storage at High Court of Madhya Pradesh, Jabalpur”** bid from: M/s _____ **“NOT TO BE OPENED BEFORE 11:30 A.M. on 31st October, 2025”**, which will be received as time mentioned in the Schedule of Events. The Bid is to be submitted to the **“Inward / Receipt Section of the High Court of M.P., Jabalpur”**.

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

2.10.6 **The financial bids are to be submitted in only online mode and no hard copy to be submitted along with the bid document.**

2.11 LATE BIDS:-

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

2.12 MODIFICATION AND WITHDRAWAL OF BIDS:-

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

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

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

2.13 LOCAL CONDITIONS:-

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

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

2.14 CONTACTING THE PURCHASER:-

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

2.15 ELIGIBILITY/ PRE-QUALIFICATION CRITERIA:-

Bidders that meet **ALL** of the following pre-qualification criteria need only apply.

2.15.1 (i) Average Annual Financial turnover of the bidder during last 03 financial years, ending **31st March of financial year i.e. 2024-2025 should be at least Rs. 20 Crore.**

2.15.2 (ii) Experience in Supply, Installation, commissioning of High End Servers, SAN Storage/ NAS Storage during last 05 years ending last day of month previous to the month of publication of this tender, should be either of the following:-

- (a) Three similar completed work costing not less than the amount equal to **40% of the estimated cost.** **OR**
- (b) Two similar completed work costing not less than the amount equal to **50% of the estimated cost.** **OR**
- (c) One similar completed work costing not less than the amount equal to **80% of the estimated cost.**

Similar works means: Supply, installation and System Integration of High End Servers, SAN Storage / NAS Storage.

2.16 SCHEDULE OF EVENTS:-

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

S. No.	Events	Date
01	Date of Pre-Bid meeting	24th September, 2025 at 11:30 A.M. in the Committee Hall No. 03 at High Court of Madhya Pradesh, Jabalpur
02	Last date and time of online submission of proposal (mandatory).	29th October, 2025 before 06:00 P.M.
03	Last date and time of submission of hardcopy of proposal (mandatory).	30th October, 2025 before 05:00 P.M.
04	Date and time of opening of the technical Bids	31st October, 2025 at 11:30 A.M.
05	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.

2.17 OPENING OF PROPOSAL:-

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

2.18 EVALUATION:-

- 2.18.1 The Purchaser reserves the right to modify the Evaluation Process at any time during the Tender Process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.
- 2.18.2 Any time during the process of evaluation, the Purchaser may seek for clarifications from any or all Bidders.

2.18.3 The tender has been invited under two bid system i.e. Technical Bid and Online Financial Bid. The interested agencies are advised to submit separate sealed envelopes super as mentioned above under clause **2.10.3**

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

Phase-2: Pre-Qualification and Technical Proposal Evaluation:

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

Phase-3: Online Financial proposal of only qualified bidders will be opened for further evaluation.

The Commercial Proposal Evaluation will be based on the “individual cost”, which would be the total payouts including all taxes, duties and levies for the supply, installation, commissioning of SAN System and Maintenance cost.

2.19 DECIDING AWARD OF CONTRACT:-

- 2.19.1 The Purchaser reserves the right to ask for a **technical elaboration/clarification** in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening after opening of the proposals. The Bidder has to present the required information to the Registrar General, High Court of Madhya Pradesh and its appointed representative on the date asked for, at no cost to the Purchaser.
- 2.19.2 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words and figures, the amount mentioned in words will prevail.
- 2.19.3 The Purchaser will notify the Successful Bidder on its intention to award the work through **“Letter of Award/acceptance”** mentioning the total Contract Value. The timeline for delivery of products and services will start from the date of issue of Letter of Award.
- 2.19.4 The Purchaser will subsequently send the Successful Bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 2.19.5 As soon as practically possible, following receipt of the Form of Contract Agreement, the successful Bidder shall sign and date the Form of Contract Agreement and return it to the Purchaser. This is

deemed as the “Contract” or Contract Agreement” defined elsewhere in this tender document.

- 2.19.6 The Registrar General, High Court of Madhya Pradesh, Jabalpur may award the entire contract to a single firm or to multiple firms depending upon rates available with the bid.

2.20 GENERAL INSTRUCTIONS TO THE BIDDERS:-

- 2.20.1 The cost of preparing the proposal, cost involved for the technical presentation and of visit to the High Court of Madhya Pradesh is not reimbursable.
- 2.20.2 All cutting, overwriting in the proposal should be authenticated by the initials of the authorized signatory. In case of any calculation error the unit rates would prevail. The amount will also have to be written in words.
- 2.20.3 **Successful bidder must ensure his establishment in India and in the State of Madhya Pradesh for post-installation services and support of the SAN Storage system.**
- 2.20.4 Canvassing in any form will lead to disqualification of the bid.

2.21 CONFIDENTIALITY:-

- 2.21.1 The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.
- 2.21.2 As used herein, the term “Confidential Information” means any written information, including without intimation, information created by or for the other party, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either

party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

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

Section – III

3. Terms and Conditions for e-Tendering:-

- 3.1** For participation in e-tendering module, it is mandatory for prospective bidders to get registration on website **<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.
- 3.2** 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.
- 3.3** Service and gateway charges shall be borne by the bidders.
- 3.4** Since the bidders are required to sign their bids online using class – III Digital Signature Certificate, they are advised to obtain the same at the earliest.
- 3.5** For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website <https://mptenders.gov.in/>. Please note that it may take up to 07 to 10 working days for issue of Digital Signature Certificate. Department will not be responsible for delay in issue of Digital Signature Certificate.
- 3.6** If bidder is going first time for e-tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- 3.7** Bidders are requested to visit our e-tendering website regularly for any clarification and / or due date extension.
- 3.8** Bidder must positively complete online e-tendering procedure at **<https://mptenders.gov.in/>**
- 3.9** Department shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever.

- 3.10** For any type of clarification bidders can / visit <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.
- 3.11** Interested bidders may attend the free training programme in Bhopal at their own cost. For further query please contact help desk.
- 3.12** The bidder who so ever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the authority letter as well as submit the copy of same in physical form with the offer of particular tender.
- 3.13** *In case of any technical issue at the time of filling of bid documents the High Court of Madhya Pradesh will not be responsible for any non-submission / late submission of bid documents.*
- 3.14** *The firms registered under NSIC and MSME (The bidder to be registered with both NSIC and MSME for claiming exemption of tender fees) are exempted for submission of tender fees only. But they have to submit valid EMD as per the tender requirement.*

Section – IV

4 GENERAL CONDITIONS OF THE CONTRACT (GCC):-

4.1 GENERAL:-

The SAN System supplied under this contract shall conform to the Technical Specifications given in this tender under **Section VII**.

4.2 PERFORMANCE GUARANTEE:-

4.2.1 The Successful Bidder will be required to furnish performance guarantee in the form of unconditional Bank Guarantee issued by a Nationalized / Scheduled Bank in India equivalent to **03%** of the Contract Value valid for a period of **60 months** within **30 days from the date of issue of Letter of Award / acceptance/ Purchase Order**.

4.2.2 BANK GUARANTEE:-

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

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

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

4.3 DELIVERY OF MATERIALS AND RELATED DOCUMENTATION:-

- 4.3.1 Delivery, Installation and Commissioning of the materials along with the related documents as per the tender document and technical specification section (**Section VII**) are the responsibility of the Bidder.
- 4.3.2 The Successful Bidder shall ensure that all Products/SAN Storage is supplied within the Implementation schedule mentioned in the tender document under Section V.
- 4.3.3 The Successful Bidder shall submit all the Software Kits (CDs), License Papers, Warranty Papers and any other relevant documentation related to the supplied products to the Purchaser along with the supplied products/SAN Storage's.

4.4 WARRANTY:-

- 4.4.1 The Bidder is required to provide onsite comprehensive warranty **valid for 60 months for all supplied SAN Storage from the date of installation.**
- 4.4.2 The Bidder shall warrant that all the SAN Storage supplied under the contract is newly manufactured and shall have no defect arising out of design, materials or workmanship or from any act or omission of the Bidder that may develop under normal use of the supplied SAN Storage's in the conditions prevailing across the country.
- 4.4.3 The Bidder shall warrant that the services provided under the contract shall be as per the Warranty Service Level Requirements given under **Section-VI**. During the warranty, the Bidder shall perform all the functions as enunciated in Section-VI at no extra cost to the Purchaser. All the penalty clauses shall be applicable during the period of warranty in case of failure on part of Bidder. The terms and conditions for Warranty are given in **Section-VI**.
- 4.4.4 The bidder shall quote for **comprehensive On-Site warranty and support for FIVE years**, which shall become effective after the Final Acceptance Sign-off. The cost, including visits of the engineers etc.

shall be quoted as part of the individual SAN Storage prices. No separate charges shall be paid for visit of engineers or attending to faults and repairs or supply of spare parts.

4.4.5 The Registrar General, High Court of Madhya Pradesh shall promptly notify the Bidder about any claims arising under this warranty. Upon receipt of such notice, the Bidder shall repair/replace/reconfigure/ re-provisions the defective SAN Storage or service. Replacement under warranty clause shall be made by the Successful Bidder free of all charges at site including freight, insurance and other incidental charges.

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

4.5 PAYMENT TERMS:-

4.5.1 For the supply, installation, commissioning, testing and warranty maintenance of SAN Storage along with all accessories and software for the period of 60 months:-

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

4.5.1.1 **80%** of total price against delivery of the SAN Storage at the site after submitting the duly verified delivery challan of the site / locations certified by the concerning Officer of High Court.

4.5.1.2 **20%** of total price against successful installation and getting Sign-off from concerning Officer of the High Court.

4.6 PRICES:-

4.6.1 The contract of SAN Storage system shall be valid for the period of 01 (one) year from the date of agreement/contract.

4.6.2 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to adjustment. **The rates shall be valid for the period of one year from the date of agreement. However on introduction of new taxes / duties, the rates of the quoted SAN Storage shall be change in same proportionate.**

4.7 PURCHASER'S RIGHTS:-

4.7.1 The Purchaser reserves the right to make changes within the scope of the work and Contract and configuration of SAN Storage at any point of time.

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

4.8 TIME SCHEDULE TO COMPLETE THE CONTRACT:-

4.8.1 The successful bidder shall complete the assignment within **30 days from the date of issue of Letter of Acceptance/ Letter of Intent.**

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

4.8.3 The Successful Bidder, if faced with problems in timely delivery of services, which have dependencies on the Service Provider and/or the Purchaser, which are beyond their control at any time before the Final Acceptance Signoff, shall immediately inform the Purchaser in writing, about the causes of the delay and tentative duration of such delay etc. The Purchaser, on receipt of such notice, shall analyze the

facts at the earliest and may at its sole discretion, extend the contract period as deemed reasonable.

4.8.4 Any delay by the Successful Bidder in the delivery of Products/SAN Storage and/or the services will make the Successful Bidder liable to any or all of the following:

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

4.9 LIQUIDATED DAMAGES (LD):-

If the Bidder fails to deliver any or all of the SAN Storage or to perform the services within the time period(s) as mentioned in tender document. Registrar General, High Court of Madhya Pradesh shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the **0.5%** of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 05% of the contract price. Once the maximum is reached, Registrar General, High Court of Madhya Pradesh may consider termination of the contract.

4.10 FORCE MAJEURE:-

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

4.10.2 If a Force Majeure arises, the Bidder shall promptly notify the Registrar General, High Court of Madhya Pradesh in writing of such condition and the cause thereof. Unless otherwise directed by the Registrar General, High Court of Madhya Pradesh the Bidder shall continue to perform his obligations under the contract as far as is

reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

4.11 TERMINATION:-

- 4.11.1 Termination on expiry of the CONTRACT: The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the Registrar General, High Court of Madhya Pradesh has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.
- 4.11.2 Termination on account of Force Majeure: Either party shall have the right to terminate the Contract on account of Force Majeure.
- 4.11.3 Termination on account of insolvency: In the event the Successful Bidder at any time during the term of the Contract becomes insolvent or makes voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Registrar General, High Court of Madhya Pradesh shall, by a notice in writing have the right to terminate the Contract and all the Successful Bidder's rights and privileges hereunder, shall stand terminated forthwith.
- 4.11.4 Termination for breach of contract: A breach by the Successful Bidder of its obligations hereunder and such breach not being rectified by the Successful Bidder within 30 days of receipt of the Purchaser's notice intimating such breach. Upon termination, the Successful Bidder shall surrender all the data and materials belonging to the Purchaser.
- 4.11.5 Termination for delay: Successful Bidder shall be required to perform all activities/services as per tender document. If the Successful Bidder fails to do so, the Contract may be terminated by the Registrar General, High Court of Madhya Pradesh by giving 30 days written notice unless the Registrar General, High Court of Madhya Pradesh has extended the period with levy of Liquidated Damages, as preconditions of the tender.
- 4.11.6 The Registrar General, High Court of Madhya Pradesh may at any time terminate the Contract by giving 30 days' notice without assigning any reason.

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

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

4.12 ARBITRATION:-

In the event of any dispute or difference arising out or touching upon any of the terms and conditions of this contract and / or in relation to the implementation or interpretation hereof, the same shall be resolved initially by mutual discussion and conciliation but in the event of failure thereof, the same shall be referred to the Registrar General, High Court of Madhya Pradesh or his nominee. The sole arbitrator will be appointed by Hon'ble the Chief Justice, High Court of M.P. and the decision of the Arbitrator shall be final and binding on the parties. The arbitration shall be in Jabalpur and the Arbitrator shall give his award in accordance with "***The Arbitration and Conciliation Act, 1996***".

4.13 GOVERNING LAWS AND JURISDICTION:-

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

Section – V

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

5.1 GENERAL:-

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

5.2 SAN STORAGE AND SUPPORTING SOFTWARE:-

5.2.1 The SAN Storage / system and related software to be supplied shall conform to the relevant technical specifications as mentioned in Section VII of this document.

5.3 SITE ACCEPTANCE TESTS (SAT):-

5.3.1 The Purchaser shall carry out the entire test detailed in the Acceptance test schedule to be furnished by the Contractor to confirm that the performance of the different modules, sub-systems and the entire installation satisfies the specification requirements. The Purchaser reserves the right to include any other tests which in his opinion is necessary to ensure that the SAN Storage meets the specifications.

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

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

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

- 5.3.5 The Purchaser or its appointed testing authority shall supervise the tests at each site, as described in the Site Acceptance Test Procedure and performed by the contractor to confirm that the complete solution at each site satisfies the requirement of specifications including the service performance.
- 5.3.6 The contractor shall rectify all deficiencies immediately, if found, in the performance of the system as per the requirement during the Site Acceptance Tests, at no cost to High Court of Madhya Pradesh, Jabalpur.
- 5.3.7 Any components or parts failing during the acceptance tests shall be replaced free of cost by the Contractor. These replacements shall not be made out of spares supplied by the Contractor as part of supplies under this Contract. This shall also not entitle the contractor to any extension of completion time.
- 5.3.8 The cost of all test and / or analysis shall be fully borne by the contractor. Material put up for inspection shall be those to be supplied and in quantities laid down in the Schedule of Quantities. Any variation shall require the prior approval of the Purchaser before the material is manufactured/ offered for inspection.
- 5.3.9 All material brought to site shall be permitted to be installed only after inspection and acceptance by the Purchaser.
- 5.3.10 The completed installation at all stages shall be subjected to checks and tests as decided by Purchaser. The contractor shall be liable to remedy all of such defects as discovered during these checks and test and make good all deficiencies brought out. The complete installation shall be taken over finally on successful commissioning in entirety.

5.4 CONSIGNEE AND SECURITY OF MATERIAL:-

Any stores lost, prior to formally taking over by the Purchaser, shall be made good by the contractor at no cost to the Purchaser.

Section – VI

6. SCOPE OF WORK:-

6.1 The Registrar General, High Court of Madhya Pradesh Jabalpur is interested to assign the task for Purchase of SAN Storage at High Court of Madhya Pradesh, Jabalpur.

6.2 SUPPLY:-

Supply & installation of SAN Storage along with all necessary software's and connectivity etc. as per requirement of High Court of Madhya Pradesh.

6.3 INSTALLATION & WIRING:-

6.3.1 Installation & wiring of SAN Storage, components and accessories.

Installation of all necessary software's and drivers.

6.4 INSTALLATION PRACTICE AND METHOD OF WORK:-

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

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

6.5 COMPREHENSIVE WARRANTY:-

The contractor will be required to maintain the installed systems for the period of **FIVE years after the taking-over certificate / installation certificate.**

6.6 WARRANTY TERMS AND CONDITIONS:-

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

6.7 WARRANTY SERVICE LEVEL REQUIREMENTS – SLA:-

6.7.1 Service Hours:-

The Service window for all the SAN Storage would be **09:00 A.M. to 06:00 P.M.** from Monday to Saturday, excluding National Holidays.

6.7.2 Scheduled Downtime:-

(a) Scheduled downtime is defined as the period of time when software application will remain unavailable for conducting necessary preventive maintenance, urgent repairs etc. This is the

maximum duration, which the Contractor can take for scheduled downtime purposes.

- (b) It will be expressed in hours.
- (c) The maximum scheduled downtime for any SAN Storage would be 02 days in every calendar month.
- (d) The preventive maintenance would be carried out with a minimum advance notice of 24 hours in writing and subsequent acceptance of the same by Registrar General, High Court of Madhya Pradesh or officer who will execute the contract.

6.7.3 Mean Time to Resolve / solve the problem (MTTR):-

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

S. No.	Severity Level
1.	High
2.	Low

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

Parameter	Details	Measurement Criteria	Penalties per day of delay / per fault / per occasion
Mean time to resolve (MTTR)	(i) Within 24 hours from the call logging time – for all High Severity events (ii) Within 48 hours from the time of attending the problem for all Low severity events	Calculation of fault duration per instance based on Fault Docket.	(i) For High Severity events, Rs. 5000/- . (ii) For Low Severity events, Rs. 2000/- . Delay will be counted in steps of one hour.

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

- (a) 99% of the times for the MTTR of High Severity Events
- (b) 95% of the times for the MTTR of Low Severity Events

- 6.7.4.2 The penalty will be applicable on per fault basis even if there is commonality of fault at any point causing full or part failure of services.
- 6.7.4.3 After the expiry of warranty, it shall be optional for Registrar General, High Court of Madhya Pradesh not to enter the contract further with the contractor. If Registrar General, High Court of Madhya Pradesh is not satisfied with the performance of the Contractor during Warranty it reserves the right to terminate the same during its currency, after **giving a notice** to the Contractor.
- 6.7.4.4 The Contractor has to maintain adequate spares for maintaining the SLA (Service Level Agreement) parameters as mentioned below. Any cost involved to meet the service level requirements specified above is to be borne by the Bidder.
- 6.7.4.5 In case the Service Level Requirements are violated continuously for a period of three months, the Purchaser reserves the right to terminate the Contract by giving a notice to the Successful Bidder.
- 6.7.4.6 The preventive maintenance /routine checkup of SAN System to be carried on yearly basis during the warranty period and the report is to be submitted to the Registrar General, High Court of Madhya Pradesh or his authorized officer.**

Section – VII

7. TECHNICAL SPECIFICATIONS:-

All the products/SAN Storage/items supplied should be quoted with:-

- (i) Five years comprehensive Onsite Warranty and support on SAN Storage systems / items / articles.
- (ii) All the necessary required cables and other accessories.
- (iii) Enclose all product catalogues and technical **brochures of the SAN Storage along with MANUFACTURER AUTHORIZATION FORM (MAF) addressed to the "Registrar General, High Court of Madhya Pradesh", Jabalpur (M.P.)**
- (iv) The bidder has to quote only 01 product of single make / brand at a time and not multiple brands for same item.
- (v) The Original SAN Storage manufacturer can authorize more than one partner for participation in the bid.

The detail of the SAN Storage along with technical specifications is enumerated as given below:-

<i>S. N.</i>	<i>Items</i>	<i>Minimum Specifications* / Make</i>
<i>01</i>	<i>SAN Storage 02 peta byte (PB)</i>	<i>Minimum Specification – “A”</i>

Note:- Please submit the product catalogue / brochure in above serial ORDER only.

“Minimum Specifications – A”
SAN Storage (High Performance Storage)

Sr. No.	Features	Minimum Specifications	Technical Compliance Yes/No	Remarks, if any
1	Type	PFS or HPC based		
2	Capacity	1 PiB usable capacity (Scalable up to 50PB)		
3	Configuration and Pool	<p>1 PiB usable capacity:</p> <p>Using NVMe or equivalent Drives, with RAID 6 (8+2) or Erasure Code or equivalent with dual parity to ensure data protection methodology using data replication.</p> <p>100% read throughput should be equal to or more than 50GB/s. Also, 100% write throughput should be equal to more than 30GB/s. OEM has to provide the evidence for the same from internal tool. System should offer more than or equivalent 5 Million IOPs on 4KiB random reads. Controllers should have Dual AMD EPYC or higher with 1.5TB memory or higher.</p>		
4	Interface	Provides native POSIX file system compatibility as well as support for common protocols including CIFS/SMB, NFS V3, NFS V4 from day1. In addition should support CSI integration with Redhat Open shift from day1. It should be possible to deploy CSI driver using the Operator Lifecycle Manager of Open shift.		
5	Performance features	Based on access patterns and the "heat" of a file, the file should automatically move from HDD to Flash pool and vice versa without any administrator's intervention. The CSI driver should allow Open Shift pods and VMs to dynamically provision and attach Persistent Volumes (PVs) and Persistent Volume Claims (PVCs) enabling persistent, high performance storage for stateful applications on open shift environment. The storage system should support deployment of container native storage access, to work in conjunction with the CSI driver for RWX and RWO protocols. Support scalable performance with parallel access from multiple nodes/clients.		
6	SDS	Bidder should provide SDS (Software Define Storage) capabilities for existing Open shift cluster like ODF or equivalent for persistent volumes for both RWX and RWO protocols within the internal storage of nodes in the cluster from		

		<p>day1.</p> <p>Software should have capabilities of Data foundation like Unified storage services, HA & DR capabilities and Backup and restore capabilities.</p>		
7	Technical Capability	OEM is required to demonstrate the features of SDS positioned in current setup of RHOS cluster to showcase the capabilities and use case of the proposed storage device.		
8	Spare Capacity	Disks amounting to minimum 5% total capacity need to be additionally provided as spare capacity.		
9	Rebuild Time	RAID priority rebuild time should be less than 12 hrs while the system is live		
10	Management and Monitoring	Storage System must have a GUI for management and monitoring of Capacity, health and performance. Standard software features must be provided for creating/ managing volumes, and storage & file system monitoring.		
11	Connectivity	<p>Connectivity from I/O servers to worker/compute nodes must be on minimum 100GbE Ethernet interconnect.</p> <p>Bidders will need to specify port requirements and provide the required transceivers and cables to connect the storage solution to the compute network.</p> <p>Each node should have separate port for management and network traffic. 2x1GbE for management and 4x 10GbE network ports for data access and protocol communication.</p> <p>The chassis supports up to 16 PCIe Gen 5 adapter slots for network and storage interface cards.</p> <p>The system supports high-speed PCIe Gen 5 adapters including multiple CX7 network cards capable of 200/400 Gb InfiniBand or Ethernet links.</p> <p>Up to four or higher PCIe Gen 5 x16 adapter slots per node can be used to install NVIDIA ConnectX-7 CX7 network cards to support 200Gb dual port VPI (InfiniBand/Ethernet) or 400 Gb single port InfiniBand (IB) and RoCE.</p>		
12	High Availability	The solution should be highly available. Storage system should be configured with no Single Point of Failure (SPOF) including but not limited to I/O servers (if required), Metadata servers (if required), management servers, HBA Cards,		

		switches (if required) between I/O servers, storage controllers, Fan modules and Power supply.		
13	Scalability	File systems should be able to scale at least up to five times the usable capacity and performance under single file system name space. The solution shall provide the ability to expand the storage capacity by hot-add storage node(s) (scale-out) or hot-plug disks to existing nodes (scale-up) at a later point in time. The storage provisioning should be via GUI and with the no disruption to the workloads already running on the platform.		
14	Support	Bidder to take back-to-back support from respective OEMs for all solution components		
15	Deployment/ Integration	Bidder should provide the total Cooling, Power rating, and Rack space requirements of the quoted hardware. Documentation and Manuals of all the hardware to be supplied, along with Solution Layout Diagrams.		
16	Warranty & SLA	The quoted hardware and software shall include 5 years of OEM support along with software updates. All software licenses shall be perpetual. Next Business Day support must be provided		
17	Replication	System should support both replication modes for on-premises or hybrid cloud disaster recovery setups with flexibility in latency and performance trade-offs from day1. Ensures replication between geographically dispersed systems and cloud environments to ensure high availability and disaster recovery.		
18	Data Resiliency & Role based access	Proposed solution should have capabilities like: 1. Immutable Storage (Write-once-read-many) filesets. 2. Point-in-time snapshots of data that is immutable and protected against ransomware or accidental deletion. 3. To ensure regulatory compliance and data immutability retention periods should be set on immutable files & snapshots. 4. Should have integrated with role-based access controls for secure administrative handlings.		
19	IT Security Compliance	The proposed storage solution must be supplied and supported by an OEM/vendor whose information security management systems are certified to ISO/IEC 27001 (or equivalent). The		

		storage solution must also provide technical capabilities (encryption, access control, audit logging) that enable compliance with ISO/IEC 27001 controls in the customer environment.		
20	Training	The OEM/bidder shall provide 07 days of comprehensive training along with all necessary learning resources (Online /Offline) to the IT staff of the High Court of Madhya Pradesh, covering essential aspects such as storage administration, troubleshooting, and overall management.		
21	Switch	The bidder /OEM shall provide two Ethernet switches in a high-availability (HA) configuration, each with a minimum of 48 multi-speed ports supporting speeds up to 100 GbE and 200 GbE. Each switch must have at least two dedicated management ports. The pair of switches shall be sufficient to interconnect three storage systems, each of 1 PiB capacity, and provide uplink connectivity to the High Court's Data Center network. The switch should be fully populated with all required fiber cables from Day 01 .		

Note: -

- 1. The storage should have all necessary cables and connectors for installation of the system.**
- 2. All of the above specifications should be read as equivalent or better/higher side.**
- 3. The vendor may quote equivalent or better or higher specifications.**

Section – VIII
Table – “A”

Detail Break up of Cost*
Name of the Bidder:

S. No.	Item Description	Make and Model	Unit Price (In Rs.)	GST	Sales / Service Tax as applicable any other duties / taxes (In Rs.)	Total Unit Price (All inclusive) with 05 years on-site warranty (In Rs.)	Number of Units* (01 Peta Byte)	Total Cost
01	02	03	04	05	06	07	08	09 = 08x07
01	SAN Storage 01 Peta Byte (PB) Minimum Specification – A						02	
02	Additional SAN Storage of 01 Peta Byte (PB) [to be procured later on]						01	
03	Cost of shifting the existing SAN Storage of Make: Hitachi Model: VSP E590 from High Court of Madhya Pradesh, Jabalpur to DR site at High Court of Madhya Pradesh, Bench at Indore for archival and backup purpose in redundant mode after the purchase and installation of new SAN storage by the High Court of Madhya Pradesh, Jabalpur.						Lump sump	
	TOTAL VALUE In Rs.							

Total Price in Rs. _____

In words _____

Note:-

1. *Total 02 Peta Bytes (PB) Storage to be supplied and installed at High Court of Madhya Pradesh, Jabapur.

2. The total price of commercial bid inclusive of all taxes & expenses for 05 (Five) years on-site maintenance & support shall be taken as the basis for evaluation of commercial bids. In case of any discrepancy in the tax factor, the basic product price shall be taken in to consideration for finalization of bids.
3. In case any document is found to be incorrect or misleading, then the bid shall be out rightly rejected without any consideration and assigning any reason thereof.
4. The Registrar General, High Court of Madhya Pradesh has full right to accept or reject any bid, without assigning any reason.
5. The Registrar General, High Court of Madhya Pradesh has right to alter the scope of work as per the requirement.
6. All Prospective bidders are requested to submit the bid with all relevant documents and product brochures / catalogues in sequenced manner.
7. The specifications mentioned in tender document are minimum and the vendor may quote equivalent or higher specifications for the SAN Storage in the tender document.
8. If any variations in specifications then please mention the same in technical compliance sheet in remark field.
9. Before submission of online tender fees and EMD please contact on 0120-4001 002, 0120-4001 005 & 0120-6277 787.
10. The decision of the High Court in selection / finalization of bids / products shall be final and no objection in this regard shall be entertained.
11. All future clarification / corrigendum shall be made available in the official website of the High Court and M.P. Government tender portal.

Form: PQ-1

Techno-commercial Bid

S. No.	Description	Indicate also page number where clearly the document attached
1.	Name, address & telephone number of the agency/firm	
2.	Name, designation, address & telephone number of authorized person	
3.	Please specify as to whether Tenderer is sole Proprietor/Partnership Firm/Private or Limited Company.	
4.	Name, address & telephone number of Directors/Partners, Fax No., e-mail address.	
5.	Copy of PAN Card, Copy of previous 03 Financial Year's Income tax return (ITR) Year 2022-2023, 2023-2024 & 2024-2025.	
6.	Valid ISO Certificate of products/OEM (Please attach copy)	
7.	GST Registration No. (Please attach copy).	
8.	Latest GST Return (Please attach copy).	
9.	Experience Certificates /details of minimum 05 years in providing supply, installation and system integration of High End Servers, SAN Storage / NAS Storage only in Central Government /State Government /Public Sector Undertakings /Autonomous Bodies /Reputed Private organizations. (Please attach copy)	
10.	Details of Bid Security/Earnest Money Deposit (Online):- a) Amount: Rs. 30 Lakh b) Demand Draft/ Reference No. : c) Date of issue: d) Name of issuing Bank:	
11.	Online Tender Fees details a) Amount: Rs.10,000/- b) Reference No. : c) Date of issue:	

Form: PQ-2

BIDDER'S ANNUAL TURNOVER

_____(Location)
_____(Date)

From (Name & Address of the Auditor)

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

Ref.: _____

Dear Sir/Madam,

We hereby certify that the average annual turnover of M/s.
_____ (name of the bidder) is not less than Rs. **20 Crore**
during the last three financial years.

S. No.	Firm	Year 2022-2023	Year 2023-24	Year 2024-2025
		Amount	Amount	Amount
1.				

Yours Sincerely,

(Signature of Authorized Auditor)

Name of the Authorized Auditor:

Seal:

SIMILAR WORK EXPERIENCE

Ref.: _____

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

Seal:

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Annexure - I

FORMAT FOR BIDDERS TO SUBMIT PRE-BID QUERY

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

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

Note: -

- Submit the pre-bid query as mentioned in the above format till 24.09.2025 through e-mail: regithcjbptd@mp.gov.in. The pre-bid query received positively after 25.09.2025 shall not be considered.
- The duly hard copy submission of pre-bid query as per the above format to be submitted along with the soft copy.
- In case any e-mail of the vendor received in the junk/spam mail shall not be considered for reply by the High Court.

Annexure - II

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

Sl. No.	Clause no.	Complied / Not complied

Annexure - III

DEVIATION STATEMENT FORMAT

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

Sl. No.	Section No.	Clause No	Clause Description	Non Compliance/ Partial Compliance	Remarks

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

constitute a contract binding on us, subject to terms and conditions mentioned in the tender document.

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

Dated this day of 2025

Name and Signature

In the capacity of

**Duly authorized to sign the
bidfor and on behalf of**

Witness

Address

Signature

CERTIFICATES

WE CERTIFY THAT:

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

Authorized Signatory

(Seal of the Company)