

HIGH COURT OF MADHYA PRADESH: JABALPUR

NOTICE INVITING TENDER

Sealed tenders are invited for the purchase of GPS based digital display clocks as per the specifications, terms and conditions mentioned in the bid document for the High Court of Madhya Pradesh, Jabalpur and its Benches at Indore and Gwalior. The sealed tender complete in all respect addressed to “**Registrar General, High Court of Madhya Pradesh, Jabalpur**” must be submitted latest **04th October, 2016 before 3:00 P.M.** The tender shall be opened on same day at **3:30 P.M.** The detailed tender document is available in the official website of the High Court of Madhya Pradesh www.mphc.gov.in and Government tender portal www.tenders.gov.in. If the date of Bid submission / opening is declared as holiday then the bid shall be submitted / opened on the next working day.

REGISTRAR GENERAL

HIGH COURT OF MADHYA PRADESH: JABALPUR

TENDER DOCUMENT FOR PURCHASE AND INSTALLATION OF GPS BASED DIGITAL CLOCKS

No.:Reg(IT)(SA)/2016/853

Date: 09.09.2016

INVITATION OF THE BID

SCOPE OF THE WORK:

The Registrar General, on behalf of High Court of Madhya Pradesh invites sealed bids for the supply and installation of GPS based digital clocks as per the specifications mentioned in the tender document from the reputed manufactures (OEM) or their authorized dealers or service providers.

DETAILS OF THE BID

i) Last date and time of receipt of bid: 04/10/2016 before 3:00 P.M

ii) Date and time of opening of bid: 04/10/2016 at 3:30 P.M

iii) Place of submitting of bid and address for communication:

**“Inward / Receipt section of the High Court of Madhya Pradesh,
Jabalpur”**

Address for communication:

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

Email: mphc@nic.in

Phone: 0761-2623358

BIDDING PROCEDURE:-

The prescribed tender document consisting of (i) Technical Bid along with Earnest Money Deposit of Rs. 50,000/- (Rupees Fifty Thousand only) and tender fees of Rs. 5,000/- (ii) Financial Bid, sealed in a single envelope, superscribing "***Bid for supply of GPS based digital clocks at High Court of Madhya Pradesh***" addressed to the "**Registrar General, High Court of M.P., Jabalpur**"

The Bid shall be accompanied by a EMD of Rs. 50,000/- (Rupees Fifty Thousand only) and tender fees of Rs. 5,000/- (Rupees Five thousand only) drawn in favour of "**Registrar General, High Court of M.P., Jabalpur**". Bids received without EMD and tender fees or not fulfilling the prescribed conditions will be summarily rejected and decision of the Registrar General, High Court of M.P., Jabalpur in this regard shall be final and binding.

The firms registered under NSIC are exempted from submission of tender fees and EMD.

Authorized signature of the Tenderer with seal

Note:-

- 1. Offers received by Fax/Telex/email will be rejected.**
- 2. Incomplete offers are liable to be rejected.**
- 3. The Registrar General, High Court of M.P., Jabalpur will have full right to accept or reject any or all bids in part or full, at its absolute discretion without assigning any reason, whatsoever or any notice.**
- 4. If the date of tender submission / opening is declared as holiday then the tender shall be submitted / opened on next working day.**

CHAPTER-1

Instructions to Bidders

1. The tender document will form an integral part of the Contract for the supply of GPS based digital clocks at High Court of Madhya Pradesh, Jabalpur and its Bench at Indore and Gwalior.
2. The tender document is to be directly downloaded from the website www.mphc.gov.in or Government tender portal www.tenders.gov.in . No editing, addition/deletion of the matter is permitted, if such action is observed at any stage, such tenders are liable for outright rejection and **suitable legal action will be taken against the bidder.**
3. Only enclosed formats as provided in original should be used. **All sheets need to be submitted after affixing seal of the Company and signature of the authorized signatory.** Additional sheets, duly authenticated, may be attached to elucidated specifications or clarify the specific issues.
4. The prescribed tender document consisting of (i) Technical Bid along with EMD and tender fees (ii) Financial Bid, sealed in a single envelope superscribing ***“Bid for supply GPS based digital display clocks”*** and to be submitted to the High Court of Madhya Pradesh, Jabalpur before due date and time.
5. Tender document should be signed and stamped by the bidder on each page accepting the terms and conditions of the tender.
6. Tenderer has to submit EMD of Rs. 50,000/- (Rupees Fifty Thousand Only) and tender fees of Rs. 5,000/- (Rupees Five Thousand Only) . Tenders received without EMD and tender fees shall be summarily rejected. The EMD shall be refunded (without interest) after the execution of the bid. The earnest money shall be deposited by means of cross Pay Order/Demand Draft/ Bank Guarantee in favour of **“Registrar General High Court of M.P, Jabalpur”**. **The tender fees has to be deposited by means of demand draft in favour of “Registrar General, High Court of M.P, Jabalpur”**

7. The Registrar General, High Court of M.P. reserves the right to forfeit the EMD amount on non-acceptance/non-compliance of offer in full or part or if it is found that tenderer has misrepresented in any way.
8. GPS based digital display clocks can be supplied by the manufacturer directly or through their authorized resellers / partners /dealers. However, the authorization letter from the manufacturer/parent company is to be enclosed along with the bid document for the supply of GPS based digital display clocks.
9. The bidder shall quote the prices of items including all taxes, levies or other transportation charges. No price revision/alternative will be allowed after the receipt of the Bid.
10. All prices and other information in this regard having a bearing on the price shall be written both in figures and words in the prescribed offer form.
11. Any conditions/terms given in the bid by bidder shall not be binding on the High Court of M.P., Jabalpur. All the terms and conditions for the supply, delivery, payment, warranty, penalty, etc. will be as given herein and no change in any term or condition by the vendors will be acceptable.
12. Canvassing in any form will be viewed seriously and if any Tenderer is found to be resorting to such practice, the tender of such firm will be rejected.
13. The bidder should quote only for the specific reputed **brands/models** giving details of specification etc.
14. The cost quoted should include the cost of software (if any) media, installation etc. at onsite.
15. Against bidders compliance column in technical specifications, only **Yes/No**, as the case may be, should be mentioned.
16. All columns of this bid should be filled. Any additional information should be enclosed separately and referred to in the relevant column of the bid form. **All relevant product literature / catalogues is to be enclosed along with the bid .**

17. Alterations, if any, in the tender document should be attested properly duly signed by the authorized signatory after affixing seal by the vendor, failing which the tender may be rejected.

CHAPTER-2

CONDITIONS OF CONTRACT

1. Tenderer should have at least 03 years of experience in the sales, service and support of GPS based Digital Display Clocks and similar equipments.
2. GPS based Digital Clocks as per the specifications needs to be delivered and installed at High Court of Madhya Pradesh, Jabalpur and its Bench at Gwalior.
3. To assist the examination, evaluation and comparison of bids Registrar General, may at its discretion ask the bidder for clarification of its bid including price. Any of the vendors may be called for negotiations at the discretion of the Registrar General.
4. Tenderers should enclose copies of valid registration of **VAT, PAN No., Service Tax Registration .**
5. In case of any discrepancy between the unit price and the total price, the unit price shall prevail and total price shall be corrected unless it is lower than the sum total of unit prices. If there is any variation between the amount written in figures and words, then the amount whichever is lower shall be taken into consideration.
6. **Delivery Period: Maximum Two Weeks from the date of receiving of purchase order.**
7. The successful tenderer will have to furnish the Contract Form and unconditional Bank Guarantee to the High Court of M.P., Jabalpur (as per the Proforma approved by Registrar General) within 15 working days from the date of issue of Purchase Order, failing which the purchase order may be cancelled and EMD shall be forfeited.
8. The successful tenderer will have to adhere to the delivery schedule strictly. The Registrar General, High Court of M.P., Jabalpur reserves the right to cancel the purchase order and forfeit the EMD, if purchase order is not executed within the stipulated time and to place the order with next successive bidder. The Successful Tenderer, if faced with problems in timely delivery of services, which have dependencies on the Service Provider and/or the Original Equipment manufacturer, which are

beyond their control at any time before the final acceptance signoff, shall immediately inform the Registrar General 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.

9. Payment term: 100% on delivery and satisfactorily installation of GPS based Digital Clocks and submission Bank Guarantee of 10% of the contract value/purchase order value.

10. **Warranty:-**

(a) GPS based Digital Clocks should be under three years free on-site comprehensive warranty and support from the date of installation, including free provision of spare parts, kits as and when required.

(b) If the GPS based Digital Clocks remains down beyond 48 hours, the firm will be required to provide a stand-by of the same or higher configuration, failing which the Registrar General, High Court of M.P., Jabalpur will arrange for the GPS based Digital Clocks on rental basis at the rate decided by the Registrar General, High Court of M.P., Jabalpur, which shall be final and binding, and the cost thereof shall be adjusted against the Security Deposit/Bank Guarantee.

(c) Warranty period begins from the date of satisfactory installation and commissioning at location certified by the Officer of the High Court.

(d) If the GPS based Digital Clocks is down beyond 48 hours, penalty @ of Rs. 200/- (Rupees Two hundred only) per day per fault will be charged.

(e) Supplier shall visit each site at least once in every six months to carryout preventive maintenance and fine-tune of the GPS based Digital Clocks besides regular service calls during the warranty period. Vendor has to submit the Preventive Maintenance report duly signed by the user on

every six basis during the Warranty Period. Failing which suitable penalty would be charged or recovered from Vendor out of amount towards warranty subject to maximum of 7.5% (Seven and half percent) of the Order value per year will be recovered either from Bank Guarantee or from any other pending payments or directly from the vendor.

- (f) On completion of the Warranty period, the unconditional Bank Guarantee without any interest accrued shall be released after satisfying that proper free warranty support has been provided during warranty period of three year for all the items. If considered necessary, suitable amount of penalty shall be recovered from the Vendor out of their due payments or from their Security Deposit or by raising claims, while releasing the Security Deposit.

11. Security Deposit (SD) / Performance Bank Guarantee (PBG) : SD / PBG will be **10%** of purchase order value, the security deposit can be in the form of unconditional Bank Guarantee of nationalized bank/scheduled bank valid for a period of 36 months.
12. The Registrar General, High Court of M.P., Jabalpur reserve the Right to accept or reject any offers without assigning any reason thereof and to amend the terms and conditions before award of the contract.
13. The supplier has to provide training on operation of GPS based Digital Clocks to the officials of High Court. In addition to above, vendor would also provide onsite training to end-user at the time of installation of equipment.
14. Any disputes arising out of this tender will be under the Jurisdiction of Court of Jabalpur only.

15 RIGHTS OF THE REGISTRAR GENERAL, HIGH COURT OF M.P., JABALPUR:-

- 15.1 The Registrar General, High Court of M.P. reserves the right to accept or reject any or all the tenders in part or full, without assigning any reason whatsoever.

- 15.2 The Registrar General, High Court of M.P. is not bound to accept the lowest tender.
- 15.3 The Registrar General, High Court of M.P. reserves the right, to award the work to one or more bidders.
- 15.4 The Registrar General, High Court of M.P. reserves the right to terminate the contract at any time by giving an intimation in writing without assigning any reason.
- 15.5 In case of violation of terms and conditions of the contract or unsatisfactory supply of material, the Registrar General, High Court of M.P. reserves the right to terminate the contract by giving intimation to the supplier/contractor and forfeit the security deposit. In this case the firm will be blacklisted
- 15.6 Bidder must acknowledge that he has understood all the terms and conditions mentioned in the Tender document and sign on each page of Tender document in acknowledgement of this.
- 15.7 The Registrar General, High Court of Madhya Pradesh, Jabalpur reserves the right to vary, amend or alter any terms and conditions of the tender document at the time of execution of the Contract.

16 LIQUIDATED DAMAGES (LD):-

If the Successful Tenderer fails to deliver GPS based Digital Clocks or to perform the services within the time period(s) as mentioned in tender document. The Registrar General, High Court of Madhya Pradesh shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 1% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price. Once the maximum is reached, the Registrar General, High Court of Madhya Pradesh may consider termination of the contract.

17 ARBITRATION:-

In case of any dispute following arbitration clause will apply:-

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

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

**Signature of the Bidder
(With office seal and full address)**

**REGISTRAR GENERAL
HIGH COURT OF M.P.**

Name:

Capacity in which signed:

Date:

FORM: - 1

BIDDER DETAILS

S.No.	Description	Indicate also page number where 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, VAT registration and Copy of previous 3 Financial Year's Income Tax Return.	
6.	Valid ISO Certificate of the Product / BIDDER (OEM) (Please attach copy)	
7.	Service Tax Registration details	
8.	OEM Authorization letter / certificate to sale the products	
9.	Experience Certificates / details of 3 years in supplying the Electronic equipments to the Office of Central Government/State Government/Public Sector Undertakings/Autonomous Bodies/ reputed Organizations etc.	
10.	Details of Bid Security/Earnest Money Deposit: (Rs. 50,000/-) a) Amount: b) Demand Draft. c) Date of issue: d) Name of issuing Bank:	
11.	Tender Fees of Rs. 5,000/-	
12.	Product Brochure / catalogue	

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 the contract and specifications in the tender document and annexure, the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply of GPS based Digital Clocks 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 10% of the purchase / contract value.
4. We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
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 2016

Name and Signature

In the capacity of

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

Witness

Address

Signature

CHAPTER-3

Technical Bid

- (i) Three -years comprehensive Onsite Warranty with technical support.
- (ii) All the necessary required cables and accessories.

S.No.	Item Description	Details	Technical Compliance (Yes / No)
1.	Master Digital clock	<ul style="list-style-type: none">• GPS RECEIVER MODULE• 866 Mhz wireless transmitter or equivalent• Minimum 400 meter range• Display format: HH:MM• All suitable ports as per requirement.	
2.	Slave Digital clock (Green / Red / White)	<ul style="list-style-type: none">• Display Size: Minimum 55 mm height with Display color Green / Red / White LED or equivalent.• Mounting: Wall mounting facility.• HIPS Plastic or MS Powder coated metal.• Display format: HH:MM• Display type: GREEN/ WHITE / GREEN LED or equivalent	
3.	Slave Digital clock (Green / Red / White)	<ul style="list-style-type: none">• Display Size: Minimum 100 mm height with Display color RED /White Green .• Mounting: Wall mounting facility.• MS Powder coated metal of color black or grey or silver.• Display format: HH:MM• Display type: : GREEN/ WHITE / GREEN LED or equivalent	
4.	Slave Digital clock (Green / Red / White)	<ul style="list-style-type: none">• Display Size: Minimum 200 mm height with Display color RED /White Green .• Mounting: Wall mounting facility.• MS Powder coated metal of color black or grey or silver.• Display format: HH:MM• Display type: : GREEN/ WHITE / GREEN LED or equivalent	
5.	Accessories	All other required accessories like power ports, cables etc.	

STATEMENT OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS

(Please submit separate sheet for each annexure)

Equipment offered: - Make: _____

Model: _____

LINE ITEM	DESCRIPTION OF ITEM SPECIFICATION WHERE DEVIATING	DEVIATION IN THE OFFER	BRIEF REASON FOR THE DEVIATION

Note: Deviations on the lower side of technical specs will not be accepted

**Signature of the Bidder
Name
Date
Place**

Company Seal

CHAPTER-4

Financial Bid (Price Schedule)

Prices should be quoted in Indian Rupees inclusive of all taxes, installation charges, freight, etc.

Name of the Bidder:

Specify Make:

Model:

S No	Item Description	Unit Price (Rs.)	Sales / Service Tax (Rs.) as applicable	Total cost	Approximate Number of items to be purchased*	Total cost
	1	2	3	4= (2+3)	5	6 = 4x5
1	Master Digital clock				14	
2	Slave Digital clock (Green / Red / White) Display Size: Minimum 55 mm				40	
3	Slave Digital clock (Green / Red / White) Display Size: Minimum 100 mm				50	
4	Slave Digital clock (Green / Red / White) Display Size: Minimum 200 mm				10	
5	Accessories				Lump sump	
	Total					

Total Bid Price in Rs. _____

In words _____

Signature of Bidder with seal _____

Name _____

Business address _____

Tel. No. & Mobile No. _____

Email: _____

Place:

Date:

***Note: Number of items may increase OR decrease depending upon final completion of the project .**

Contract Form

This AGREEMENT made the _____day of _____, 20____ between the Registrar General, High Court of M.P., Jabalpur (herein after called the Purchaser) and _____ (herein after called the supplier) _____ (Address)

WHEREAS the Purchaser is desirous _____ (Brief description of goods) and has accepted a bid by the supplier for the supply of those goods and services for the sum of _____ (Contract price in words and figures, herein after called the Contract Price)

Now this agreement witnesses as follows:-

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz :
 - (a) The bid forms (Technical and financial) and the Price Schedule submitted by the bidder.
 - (b) The entire tender document.
 - (c) The Purchaser's notification of award.
 - (d) All correspondence made in this regard.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provisions of the goods and services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under.

S. No.	Brief Description of goods and services	Quantity to be supplied	Unit Price	Total Price	Delivery Terms

In witness whereof the parties hereto have caused this Agreement to be executed.

For and on behalf of supplier

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 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.

Authorized Signatory

(Seal of the Company)