

HIGH COURT OF MADHYA PRADESH: JABALPUR

NOTICE INVITING TENDER

The purchase of 32 numbers of online UPS of 2 KVA as per the specification mentioned in the tender document for Tehsil / Taluka Courts in the State of Madhya Pradesh is under consideration. Sealed tenders are invited for the supply of 32 numbers of online UPS of 2 KVA as per the specifications, terms and conditions mentioned in the bid document. The sealed tender complete in all respect addressed to “**Registrar General, High Court of Madhya Pradesh, Jabalpur**” must be submitted latest by **12th August, 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 .

Sd/-

REGISTRAR GENERAL

HIGH COURT OF MADHYA PRADESH: JABALPUR

TENDER DOCUMENT FOR THE PURCHASE OF ONLINE UPS SYSTEM OF 2 KVA

No: Reg(IT)(SA)/2016/587

Date: 16/07/2016

INVITATION OF THE BID

SCOPE OF THE WORK:

The Registrar General, On behalf of High Court of Madhya Pradesh, Jabalpur invites sealed bids for the purchase of 32 numbers of online UPS of 2 KVA as per the specifications at **Chapter-4** 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 : **12th August, 2016**
: **Latest by 3:00 P.M.**
- ii) Date and time of opening of bid : **12th August, 2016**
: **at 3:30 P.M.**
- iii) Place of submitting the bids : ***"Inward Section",***
High Court of M.P.,
Jabalpur (M.P.)

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/- (Rupees Five Thousand) (ii) Financial Bid, sealed in a single envelope, superscribing “***Bid for supply of UPS systems of 2 KVA for the Tehsil Courts in the State of Madhya Pradesh*** ” addressed to “**Registrar General, High Court of M.P., Jabalpur**

The Bid shall be accompanied by a EMD of Rs. 50,000/-(Rupees Fifth 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 the 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 UPS systems.
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 of UPS systems of 2 KVA for the Tehsil Courts in the State of Madhya Pradesh ”** is 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. Online UPS of 2 KVA 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 Online UPS of 2 KVA.
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 specifications etc.
14. The cost quoted should include the cost of software (if any) media, installation etc. at on site.
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 five years of experience** in the sales, service and support of UPS systems. Performance statement as per annexure to be filled up and documentary proof of the same is to be attached / enclosed.
2. Tenderer should have average turnover of minimum Rupees Twenty Five Lakh during last three years in the sales, service and support of UPS systems or equivalent Hardware items.
3. Tenderer should enclose the list of service centers in the State of Madhya Pradesh. The carry-in repair & services to the OEM Authorized Service Centre / point. The tenderer should provide repair or replacement coverage for both parts & labour from authorized vendor.
4. Online UPS of 2 KVA as per the specifications need to be delivered and installed at **Tehsil Courts in the State of Madhya Pradesh.**
5. To assist the examination, evaluation and comparison of bids the Registrar General, High Court of Madhya Pradesh, Jabalpur 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.
6. Tenderer should enclose the copies of valid registration of **VAT, PAN No. and Service Tax Registration.**
7. The Online UPS of 2 KVA should be of reputed make and should conform to the standard (s) as mentioned in **Chapter-4.** Documentary proof of the same should be attached along with the tender document.
8. 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.

9. Delivery and installation period: **Maximum four weeks** from the date of receiving the Purchase Order. The installation report should be signed by the Engineer of the Firm jointly with authorized technical staff of the High Court of M.P., Jabalpur.
10. Successful Tenderer will have to furnish the Contract Form and unconditional Bank Guarantee valid for the period of Five years to the High Court of M.P., Jabalpur within 15 working days from the date of issue of Purchase Order, failing which the purchase order shall stand cancelled and EMD shall be forfeited.
11. 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 the next successive bidder.
12. **Payment terms:** 70% on successful delivery and 30% on successful installation of the UPS systems at Taluka / Tehsil Courts.
13. The supplier's request for payment shall be made in writing accompanied by relevant document such as proper invoice, delivery challans and successful installation reports duly signed by authorized official of the Tehsil Courts.

14. Warranty:-

- (a) The supplied items to be under **two years free onsite comprehensive warranty support service** from the date of installation or 24 months free warranty support service from the date of delivery of the systems at site, whichever is earlier, as and when necessary. .

- (b) If UPS system remains down beyond 48 hours, the successful firm will be required to provide a stand-by of the same or higher configuration, failing which the District Court will arrange Online UPS of 2 KVA on rental basis at the rates 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 and any other due payment of the vendor.
 - (c) Warranty period begins from the date of satisfactory installation and commissioning of the UPS.
 - (d) If UPS remains down beyond 48 hours, penalty @ of Rs. 500/- (Rupees Five Hundred only) per day per instance shall be imposed on the vendor.
 - (e) The successful vendor shall visit each site at least once in every six months to carryout preventive maintenance and fine-tune the performance of the UPS. The vendor has to submit the Preventive Maintenance Report duly signed by the user at the end of each year during the Warranty Period. Failing which penalty would be charged from the Bank Guarantee or any other due payment.
 - (f) On completion of the warranty period, the security Deposit / performance Bank Guarantee without any interest accrued shall be released after satisfying that proper free warranty support has been provided during warranty period of 02 years for the UPS. If considered necessary, suitable amount of penalty shall be recovered from the vendor out of their due payments or from their Security Deposit / performance Bank Guarantee or by raising claims, while releasing the Security Deposit / performance Bank Guarantee.
15. Security Deposit (SD) / performance Bank Guarantee (PBG): SD / PBG will be 10% of the **purchase order value**. The security deposit to be in the form of unconditional Bank

- Guarantee / FDR of Nationalized Bank/Scheduled Bank for the period of comprehensive warranty.
16. 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.
 17. The vendor has to provide training on operation of Online UPS of 2 KVA to the end-users of the Tehsil Courts.
 18. Any disputes arising out of this tender shall be under the Jurisdiction of Court of Jabalpur only.

CHAPTER-3
Performance Statement

Performa for performance statement for period of last five years.

Order placed by (Full address of the purchaser)	Order number and date (Attach a copy)	Description and quantity of ordered equipment	Value of order	Date of completion of delivery	Remark, indicating reasons for late delivery, if any	Has the UPS system been satisfactorily working

Signature and seal of the bidder

CHAPTER-4

Technical Bid Details

Online UPS of 2 KVA with one minimum one hour power backup

Should be quoted with:

- (i) Two -years comprehensive onsite warranty with technical support.
- (ii) All the necessary and required cables and accessories.

Brand: Numeric / APC / or equivalent brand of repute

S.No.	Parameter	Minimum specification required	Technical compliance (Yes No
1	Product certification	ISO 9001-2000 certified and Rohs compliant	
2	Type	Online	
3	Capacity required	2 KVA / minimum 1400 watt	
4	Waveform type	Pure sine wave	
5	Input Power	230V AC +/- 20%, Single phase	
6	Input Frequency	50 Hz +/- 5 hz	
7	Output Power factor	0.8 or higher	
8	Output Power	Single phase 230V AC, +/- 1%,	
9	Output Frequency	50 Hz, +/- 2 - 3%	
10	Overall efficiency	>90%	
11	Total Harmonic Distortion	<3% THD	
12	Battery recharge time	< 8 hours for 90% of total AH capacity	
13	Battery back-up time at full load	Minimum one Hour Battery Backup at full-load.	
14	Batteries	Maintenance – free sealed lead –acid batteries : leak proof	
15	Voltage regulator	Built-in	
16	Bypass switch	Dynamic bypass switch, built-in	
17	Display on UPS system	Voltmeter/ Ammeter/ Frequency meter, Battery Voltage & Current, Load Utilization Percentage. LED status display	
18	Annunciation & Alarms	Potential free alarm contacts (NO/ NC) for AC input fail, Battery Total Discharged conditions. Local audible and visual alarms on the UPS panel. Alarm when on battery : distinctive low battery alarm : overload continuous tone alarm	

Note: The bidder has to give the details , if there is any deviation in the Data sheet.

**STATEMENT OF DEVIATIONS FROM TECHNICAL
SPECIFICATIONS**

(Please submit separate sheet for each annexure)

UPS system 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

Annexure-I

Techno-Commercial Bid

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 issued by Income Tax Department and Copy of previous 3 Financial Year's Income Tax Return.	
6.	Service Tax Registration No. , TIN No. (please enclose copy)	
7	Original equipment Manufacturer (OEM) certificate / letter to sale the product	
8.	Experience details of 5 years in providing services in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies./ reputed private sector	
9.	Tenderer should have average turnover of minimum <u>Rupees 25 Lakh during last three in the sales, service and support of UPS systems or equivalent hardware items.</u> Certificate of CA / Auditor along with documentary proof to be enclosed.	
10.	Details of Bid Security/Earnest Money Deposit: a) Amount: b) Demand Draft/Pay Order / Banker / Bank Guarantee details .: c) Date of issue: d) Name of issuing Bank:	
11	Tender Fees details (demand draft only)	
12	Product Brochure	

Declaration by the Bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in the tender document and undertake myself/ourselves to strictly abide by them.

Signature of the Tenderer with Seal

ANNEXURE-II

BIDDER'S ANNUAL TURNOVER

_____ (Location)
_____ (Date)

From (Name & Address of the Statutory Auditor)

_____ To,

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

Ref.: _____

Sir,

We hereby certify that the average annual turnover of M/s.
_____ (name of the bidder) is not less than Rs. 25
Lakh (Rupees Twenty Five Lakh Only) during the last three financial
years.

Sl No.	Firm	Year - 1	Year - 2	Year - 3
		Amount	Amount	Amount
1				

Yours Sincerely,

(Signature of Auditor)

Name of Auditor:

Seal:

CHAPTER – 5

Financial Bid (Price Schedule)

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

Price should be quoted with two years onsite comprehensive warranty and support .

Name of the Bidder: _____

Specify Make: _____

Model: _____

Item Description	Unit Price (Rs.)	Excise/other Duty (Rs.) as applicable	Sales / Service Tax (Rs.) as applicable	Total cost of UPS	Approximately number of UPS system	Total amount for the supply of 32 numbers of UPS
1	2	3	4	5 (2+3+4)	8	9= 8x7
Online UPS System of 2 KVA with minimum one hour power backup					32	

Total Bid Price in Rs. _____

In words _____

Signature of Bidder with seal _____

Name _____

Business address _____

Tel. No. & Mobile No. _____

Email : _____

Date:

CHAPTER-6
Contract Form

This AGREEMENT made the _____ day of _____, 20____ between the _____ (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 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 and District Court 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 UPS systems 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 the High Court and District Court Database and software.

Authorized Signatory

(Seal of the Company)