

HIGH COURT OF MADHYA PRADESH : JABALPUR

No Q-766 , Dated : - 9/7/20

Tender Form

For

Supply of Liveries & Livery Cloths for the eligible Class IV employees of High Court of Madhya Pradesh, Principal Seat at Jabalpur

Bid Submission: 10.08.2020 latest by 5:00P.M.
Bid Opening: 11.08.2020 at 3:30P.M.

Name & Address of the Tenderer: -----

Seal & Signature of the issuing authority

Signature of Bidder With Seal

HIGH COURT OF MADHYA PRADESH : JABALPUR

No. **Q-766/A**.....

Dated : **9/7/20**.....

NOTICE INVITING TENDER

The Registrar General, High Court of M.P., Jabalpur invites sealed tenders for supply of Liveries & Livery Cloths for the High Court of Madhya Pradesh, Principal Seat at Jabalpur .

Items	Approx. Qty.	EMD (in Rs.)	Last date for bid submission	Date of bid opening
White Terrycot Cloth	1917 mtrs.	Rs.10,000/-	10.08.2020 latest by 5:00PM	11.08.2020 at 3:30PM
Khaki Terrycot Cloth	431 mtrs.			
Blue Sarees with Blouse and petticoat set	106 sets			
Red Woolen Blazer Cloth	41.60 mtrs.			
Red Belt + Patta	20.80 mtrs.			
Red Pagri Cloth	574 mtrs.			
Red Anga	26.00 mtrs.			
Blue Woolen Blazer Cloth	6.40 mtrs.			
Zari Golden Lace 1”	208 mtrs.			
(all of Indian branded company)				

Signature of Bidder With Seal

Tender document can be obtained from the Protocol Section, High Court of M.P., Jabalpur, on any working day, up to one day prior to the last date of submission of bid, between 10:30AM to 5:00PM.

The bid can also be submitted in the copy of Tender document downloaded from our website www.mphc.gov.in.

1. Tender Document will not be received by post.

2. Conditional bids will not be accepted.

1. The Registrar General, High Court of M.P., Jabalpur shall be empowered to reject any bid without assigning any reason. There is no obligation on the part of the Registrar General to inform the unsuccessful Tenderer of the outcome of the Tender process and reasons for rejection of Tender. Further, the Registrar General is under no obligation to accept the lowest Bid.

2. The bidders may be called for further negotiations.

3. If the last day for submission of bids or the day of opening of bids is declared as holiday, the date will be shifted to the next working day.

4. Validity of approved rates will be for current financial year i.e. 2020-21 from the date of agreement.

5. The materials should be of good quality.

The requirement shown is approximate figures. The quotations alongwith samples may be sent latest by **10.08.2020** to the Office of the Registrar (Admn.), High Court of Madhya Pradesh Jabalpur and canvassing of any kind will disqualify the firm. The sealed envelope should bear on the top **“QUOTATION FOR LIVERIES”**.

Signature of Bidder With Seal

Cost of Tender Form : NIL
Earnest Money Deposit (E.M.D.) : Rs10,000/-
(Refundable)

Registrar General
High Court of M.P., Jabalpur

PLEASE GO THROUGH THE FOLLOWING INSTRUCTIONS / NOTES CAREFULLY OTHERWISE YOUR TENDER IS LIABLE TO BE REJECTED

2.0 GENERAL CONDITIONS OF THE TENDER:-

- 2.1 **Earnest Money Deposit (EMD):** Earnest Money Deposit should be in the form of bank draft/unconditional Bank Guarantee drawn in favour of Registrar General, High Court of M.P., Jabalpur issued by any Nationalized/scheduled Bank payable at Jabalpur valid upto the end of the current financial year. The tenders not mentioning details of prescribed earnest money will not be considered and may be summarily rejected.
- 2.2 **Submission of tender:-** The sealed envelope, duly marked as “Tender for Supply of Liveries & Livery Cloths for the eligible Class IV employees of High Court of Madhya Pradesh, Principal Seat at Jabalpur”, should contain the following documents(signed by the authorized signatory of the bidder, with seal, on each page of each document, except un-amended printed literature) to establish the Bidder’s eligibility to the bid & his qualification to perform the supply of liveries if his bid is accepted.
- a. Details of ‘**Earnest Money Deposit**’ furnished in accordance with the above clause.
 - b. The issued bid document, signed on each page by the authorized signatory of the bidder.
 - c. Copy of PAN card of the bidder and Copy of GST of the bidder alongwith copy of latest return.

Signature of Bidder With Seal

- d. **Annexure-A & Annexure-B**, duly filled and signed by the authorized signatory of the bidder.
- e. Printed copies of the Catalogue/Price List of the products.
- f. The enclosed certificates and proforma duly filled in and signed.
- g. Any other document (s) required as per tender conditions.

In the absence of any of the above documents/ informations, the offer may be summarily rejected without making any further reference to you in this regard.

The sealed envelope should contain all the above required documents, having name/address/seal of the bidder on the envelope. The bid should be addressed to **“Registrar General, High Court of M.P., Jabalpur”**.

2.3 The sealed envelope should be submitted in the Inward Section of the High Court of Madhya Pradesh, Principal Seat at Jabalpur. These will be opened as per the schedule in the presence of bidders or their authorized representatives present at the scheduled time.

2.4 The bid must remain valid for 180 days from the date of opening of bid. A bid valid for shorter period may be summarily rejected.

2.5 **RATES:-**

Please quote your lowest rates F.O.R. Destination only otherwise your offer may not be considered. Please quote for those items/specifications only which have been asked for. The rates should include insurance coverage, if necessary, for safe delivery. The High

Court of Madhya Pradesh shall not pay separately the transportation/ freight charges or transit risk insurance. The firm shall be responsible until the materials are received in good condition at the Destination.

Further, if there is any damage or loss to the material in transit, the firm will get the material replaced to the entire satisfaction of the consignee otherwise will be deducted for items found not in good condition or short in quantities.

2.6 **DISCOUNT :-**

Kindly indicate the maximum discount offered on the quoted price.

2.7 **TAXES AND DUTIES :-**

Please clearly specify the taxes, duties and other expenses applicable on the items to be supplied even if the rates are net. The rate as applicable should be clearly mentioned in the offer.

2.8 **FALL CLAUSE :-**

- i. The prices charged for the material supplied under the rate contract by the firm in no event should exceed the lowest price at which the firm sells the material or offers to sell the items of identical description to any individual /organization /body etc. during currency of the rate contract.
- ii If at any time during the said period, the firm reduces the sales price, sells or offers to sell such material to any person/organization/body etc. at a price lower than the price chargeable under the contract, it shall forthwith inform such reduction or sale or offer to sale to the Registrar General and the

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price payable under the contract for material supplied after the date of coming into force of such reduction or sale or offer to sale shall stand correspondingly reduced. However, if it is discovered later on that the firm failed to inform the High Court about the reduction in the sale price and continues to charge higher rates, it is liable to be debarred from doing any business with the High Court of Madhya Pradesh Jabalpur.

2.9 **EXECUTION OF SUPPLIES AND BILLING:-**

It is desired that the supplies be made by a Supplier/Vendor directly. However, if a Supplier/Vendor is not in a position to execute supplies directly and intends to make the same through authorized dealer(s) their name(s) and address(es) should be declared in advance at the time of submission of the tender.

2.10 **SAMPLE :-**

The bidder must provide the sample of material/items, which he intends to supply. The sample after the sale process is over will be returned. **In the event, the supplied items do not match the sample provided; the material will be summarily rejected without any payment. Suitable action in this case shall be initiated against the suitable concerned Vendor**

2.11 **PAYMENT TERMS:-**

Payments shall be made after satisfactory execution of the order and supply of material in satisfactory condition on bill basis. The decision of the Registrar General towards satisfaction of quality of material shall be final.

Signature of Bidder With Seal

2.12 **REJECTION CLAUSE** :-

If the items received do not conform to the description and quality with the approved sample or have deteriorated (and the decision of the purchaser in that behalf will be final and conclusive) the purchaser will be entitled to reject the said items or such portion, thereof as may be discovered not to conform to the said description and quality. On such rejection the material will be replaced by the firm at its cost.

If the terms of the tender are found to be vague, incomplete, contradictory and confusing; the offer will summarily be rejected without any information.

3 **DETAILED TERMS AND CONDITIONS OF THE TENDER:-**

3.1 The rates shall be inclusive of all the duties, taxes and Charges. The prices should be quoted accordingly with clear details. The vendor shall be responsible for any discrepancy in mentioning the details.

3.2 **Evaluation of bids:** Evaluation of bids will be done as a package.

Forfeiture of EMD: In case the successful bidder fails to submit the required material or the quality of liveries is not up to the mark / standard, the EMD of the bidder shall be forfeited and the tender approval shall be cancelled. Thereafter, next successive bidder may be invited for consideration.

3.4 In the event of any breach of any terms and conditions or delay or default, the purchase order will be terminated and the EMD will be forfeited by the High Court of M.P., Jabalpur. The decision of the

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Registrar General regarding due performance terms and condition of purchase shall be final and binding on the tenderer.

3.5 Conditional tenders in modification to the terms and conditions given in this document are liable to be rejected.

4 **PRICES:-**

4.1 In the case of revision of Statutory Levies/Taxes during the finalization period of tender, the High Court of M.P., Jabalpur reserves the right to ask for reduction in the prices.

4.2 Prices once approved will remain valid during the scheduled delivery period. However, on account of increase of taxes/duties, the same shall be passed to the High Court.

5 **CONTRACT:-**

5.1 Validity of rates approved by the purchaser shall be for the financial year 2020-21 or shall be valid for the period of one year from the date of the contract.

5.2 **The quantities of Liveries and Livery Cloth are approximate and may be increased or decreased depending upon the requirement. No upward revision of rates will be permitted on the basis of actual supply.**

6 **DELIVERY PERIOD, PENALTY AND RISK & COST:-**

6.1 Delivery of the items is to be made within **one month by the supplier / vendor after releasing of purchase order by the High Court.**

6.2 In case of failure of supply of the material (Liveries and Livery Cloth) as per terms and conditions of the tender document or delays in supply, the Registrar General, High Court of M.P., Jabalpur will have right to purchase the material from open market at the risk and cost of the supplier/vendor, without any tender/quotation formalities, in addition to the imposition of the penalties.

6.3 Any excess expenditure incurred on purchasing the items from the open market shall be recovered from the bills or the security deposit of the supplier/contractor.

7. **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".

8. **FORCE MAJEURE:-**

8.1 Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence

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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.

- 8.2 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.

9 **CONSIGNEE & INSPECTION:-**

- 9.1 Consignee will be the Registrar General, High Court of Madhya Pradesh.
- 9.2 Supplier shall submit separate printed bills (duly pre-receipted) against purchase order in triplicate to the consignee.
- 9.3 After inspection of the items to be supplied by the Inspection team, nominated by the Registrar General, High Court of Madhya Pradesh the payment shall be made to the vendor / supplier on actual basis.

10 **PAYMENT TERMS:-**

10.1 Payment of the material supplied under purchase order will be paid on receipt of complete consignment and checking of the material and on production of following:

- a. Printed Invoice in triplicate, duly pre-receipted
- b. Delivery Challan duly signed by the respective officials of the High Court.

11 **RIGHTS OF THE REGISTRAR GENERAL, HIGH COURT OF M.P., JABALPUR:**

11.1 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.

11.2 The Registrar General, High Court of M.P. is not bound to accept the lowest Tender.

11.3 The Registrar General, High Court of M.P. reserves the right, to award the work to one or more bidders.

11.4 The Registrar General, High Court of M.P. reserves the right to terminate the purchase order at any time by giving an intimation in writing without assigning any reason.

11.5 In case of violation of terms and conditions of the tender document or **unsatisfactory supply of the items or of poor quality and**

Signature of Bidder With Seal

below standard, the Registrar General, High Court of M.P. reserves the right to terminate the supply order by giving intimation to the supplier/contractor and forfeit the EMD.

11.6 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.

11.7 The Registrar General, reject the supplies already made, if not found up to the mark. In such an event further action may call to confirm the supply or discard further business.

11.8 To reject any offer which is not supported/submitted alongwith the pricelist/Catalogs/Leaflets/ Brochures/ Samples where ever applicable within the scheduled time.

11.9 All disputes are subject to ***“Jabalpur jurisdiction”*** only.

11.10 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.

The decision of the Registrar General in all respect shall be final and binding on all.

Please ensure that the tender is complete in all respect as no further clarifications shall be sought from the bidder and the tender should reach us within the last date mentioned above. **The Registrar General, High Court of Madhya Pradesh shall not be responsible for any delays/losses in transit etc. of the tender document.**

Signature of Bidder With Seal

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 terms and conditions of tender document and specifications and annexures, the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver the items 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 specified in the contract within the delivery schedule specified in the tender.
3. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
5. 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.
6. Registrar General, High Court of Madhya Pradesh may call any or all of the parties for further negotiation.

Signature of Bidder With Seal

Dated this day of 2020

Name and Signature

In the capacity of

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

Witness

Address

Signature

Annexure - A

PROFILE OF THE BIDDER

1. Full Name of the bidder :.....
2. Address :.....
.....
3. Contact details
 - a. Office :.....
 - b. FAX :.....
 - c. Residence :.....
 - d. Mobile No. :.....
4. Whether proprietary/partnership :.....
5. Name(s) of proprietor/partners :.....
6. Name(s) and particulars of collaborators,
if any, and type of collaboration with
documentary evidence :.....
7. Address of works :.....
.....
8. Registration particulars :.....
9. Income Tax Account (PAN) No. :.....
10. Valid GST Registration No. :.....
11. Latest GST Return :.....
12. Any other relevant information :.....

Signature of _____

In capacity of _____

Duly authorized to sign the bid for and on behalf of

Annexure - B

Following proforma should be filled in and duly signed by the firm and sent along with the quotation.

(Please refer to the detailed instructions/notes before filling this proforma).

1. Validity of the offer : _____
2. Approximate Delivery Period : _____
3. (a) Whether rates have been quoted F.O.R. site and covers packing forwarding and insurance charges. : YES / NO
(b) If not, please mention the same : _____
4. (a) Whether the prices are inclusive of GST & other taxes. : YES / NO
(b) If not, kindly specify the amount / rate : _____
5. If the GST is charged extra, declaration for Charging Tax Correctly, attached. : YES / NO
6. Whether supply will be made directly or through any Local / Regional / Authorized Dealer / Stockiest : Directly/Stockiest/ Authorized Dealer
7. Whether any other charges, if any, are payable extra. : YES / NO
If yes, amount to be specified. :
8. Whether any discount for Government Organization offered on the quoted price of the Supplier/Vendor. : YES / NO
If yes, mention the amount / percentage. :%
9. Whether the product is on DGS &D/D.I. Rate contract. : YES / NO
If yes, please enclose a photocopy of the same.
10. Whether certificate of Quality Control enclosed : YES/ NO
11. Whether printed/ authenticated price list of the Firm's products and Catalogue etc. enclosed. : YES/ NO

CERTIFICATES

WE CERTIFY THAT:

1. We will not sell the product (s) to other institutions, 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 mentioned in the quotation is in accordance with the provisions of the rules in all respects and the same is payable to the Respective Authorities in respect of the stores.
3. The / items offered shall be of the best quality and workmanship and their supply be strictly in accordance with the specifications and particulars as detailed in the quotation and also certificate of quality control system attached.
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 rate contract as applicable from time to time and agree to abide by them.

Authorized Signatory

(Seal)