

# HIGH COURT OF MADHYA PRADESH, JABALPUR

Ref No. Reg(IT)(SA)/2019/974

Dated:03-07-2019



## **Bid Document for**

Design, Supply, Installation, Commissioning and Maintenance of Racks /  
Shelves for the High Court of Madhya Pradesh, Jabalpur

**Note:** This document contains total 41 pages including cover.  
No change and modification in the document by the bidder is permissible.

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## Section – I

### NOTICE INVITING TENDER

Ref No. Reg(IT)(SA)/2019/974

Date: 03-07-2019.

The Registrar General, on behalf of High Court of Madhya Pradesh invites sealed tenders from experienced and reputed firms/organizations/ Original equipments manufacturer (OEM) for the **“Design, Supply, Installation, Commissioning and Maintenance of Racks / Shelves for the High Court of Madhya Pradesh, Jabalpur”**.

S. No.	Estimated project cost (in Lakh rupees)	EMD (In Lakh Rupees)	Cost of Tender Document (in Rs.)	Last Date / Time of online tender Submission	Last Date/ Time of tender submission in hardcopy	Date and Time of Opening of Technical Bid (online/ hardcopy)	Time for Completion of the entire work / project
1.	20 Lakh	1 Lakh	10,000/-	16 <sup>th</sup> July, 2019 before 06:00 P.M.	17 <sup>th</sup> July, 2019 before 05:00 P.M.	18 <sup>th</sup> July, 2019 at 11:00 A.M.	45 days

1. Tender documents may be viewed or purchased online by interested and eligible bidders from the website [www.mptenders.gov.in](http://www.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> for reference.
2. Bidders can submit its tender online at [www.mptenders.gov.in](http://www.mptenders.gov.in) on or before the key dates given above. The Physical copy of the Technical Bid also be submitted at the address below latest by **17<sup>th</sup> July, 2019 at 5:00 P.M.**
3. All further notifications/amendments, if any shall be posted on [www.mptenders.gov.in](http://www.mptenders.gov.in) and [www.mphc.gov.in](http://www.mphc.gov.in) only. No separate communication shall be made with individual Bidders.
4. **The financial bids are to be submitted only online and no hard copy 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 submitting/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: [mphc@nic.in](mailto:mphc@nic.in), Landline: 0761-2623358**

## **Terms and Conditions for e-Tendering:-**

1. For participation in e-tendering module, it is mandatory for prospective bidders to get registration on website [www.mptenders.gov.in](http://www.mptenders.gov.in). Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
2. Tender documents can be purchased *only online* on payment of tender fees and downloaded from website [www.mptenders.gov.in](http://www.mptenders.gov.in) by making online payment for the tender document fee.
3. Service and gateway charges shall be borne by the bidders.
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.
5. For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website [www.mptenders.gov.in](http://www.mptenders.gov.in) . Please note that it may take upto 7 to 10 working days for issue of Digital Signature Certificate. Department will not be responsible for delay in issue of Digital Signature Certificate.
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.
7. Bidders are requested to visit our e-tendering website regularly for any clarification and / or due date extension.
8. Bidder must positively complete online e-tendering procedure at [www.mptenders.gov.in](http://www.mptenders.gov.in)
9. Department shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever.
10. For any type of clarification bidders can / visit [www.mptenders.gov.in](http://www.mptenders.gov.in) and help desk contract no. or any technical related queries please call at 24 x 7 Help Desk Number 0120-4001 002, 0120-4200 462, 0120-4001 005, 0120-6277 787 Technical - [support-eproc@nic.in](mailto:support-eproc@nic.in) Support timings: Monday to Saturday from **10:00 AM to 7:00 PM.**
11. Interested bidders may attend the free training programme in Bhopal at their own cost. For further query please contact help desk.
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.
13. **The firms registered under NSIC are exempted for submission of tender fees and EMD. But they have to enclose valid documents in this regard.**

## Section – II

### 2 INSTRUCTIONS TO BIDDERS:-

#### 2.1 DEFINITIONS:-

- a) **“The Purchaser”** means the High Court of Madhya Pradesh through Registrar General, High Court of Madhya Pradesh, Jabalpur.
- 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 “Purchaser” and the “Successful Bidder”, 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 and Training at the site.
- i) **“Services”** means Design , Supply , Installation , Integration, Training and coordinating for proper working of supplied equipments etc.
- j) **“NIT”** is the Notice Inviting e-Tender. It is essentially the Press Notification of the Tender.
- k) **“OEM”** - means Original Equipment Manufacturer
- l) **“Tender Fees”** is the amount of the tender document .

## 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 Notice Inviting Tender & terms and conditions for e-tendering
- ii. Section II Instructions to Bidders
- iii. Section III General Conditions of Contract
- iv. Section IV Special Conditions of Contract
- v. Section V Scope of work
- vi. Section VI Technical Specifications
- vii. Section VII Schedule of quantities and formats for Submission of Proposals

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.

### **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 TENDER FEE (AF) AND 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 Earnest Money Deposit (EMD) of Rs1,00,000/- (Rupees One Lakh Only) in the form of a demand draft / pay order / FDR / unconditional Bank Guarantee drawn in favour of “**Registrar General, High Court of Madhya Pradesh, Jabalpur**” of any Nationalized / Scheduled bank payable at **Jabalpur**. The Bid submitted without EMD and/or the application fee shall be summarily rejected.

2.5.2 The EMD of the successful Bidder will be returned after 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 within 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 i.e. GST, 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 a period of 180 days from the last date of submission.

## **2.9 ONLY ONE BID PER PARTY:-**

Each bidder is permitted to submit ONLY ONE BID irrespective of whether he is the sole bidder, or the Leader or Member of a duly formed JV (Joint Venture) or Consortium. 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 PURCHASER shall not entertain any further request/ correspondence in this matter.

## **2.10 SUBMISSION OF PROPOSALS:-**

2.10.1 All proposals will have to be submitted **ONLY in HARD BOUND (Hard bound implies such binding between two covers through stitching or otherwise whereby 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.**

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

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

- (a) **Envelope-1:** Containing online application fee of Rs.10,000/- (Rupees Ten Thousand only) & EMD of Rs.1,00,000/- (Rupees One Lakh only). The envelope should be super scribed as **“Envelope 1 – EMD” at the top left corner.**
- (b) **Envelope-2:** Pre-qualification Proposal and Technical Proposal super scribed as **“Envelope 2 - Pre-qualification and Technical Proposal”** (Containing duly signed PRE-QUALIFICATION PROPOSAL SUBMISSION FORM as prescribed in **the tender**, Other required Prequalification documents, clause-by-clause compliance to the technical specifications of the equipments as prescribed in **Section-VI**, all technical literature, brochures, any other related material 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 “Supply of Racks / Shelves Bid from: M/s -----” **“NOT TO BE OPENED BEFORE 11:00 A.M on 18<sup>th</sup> July, 2019”**, which will be received till the date & 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 the English language.

## **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 and time 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 Average Annual Financial Turnover of the bidder during the last 3 years, ending 31<sup>st</sup> March of previous financial year i.e. 2019 should be at least Rs. 1 crore.

**Documentary proof needs to be submitted for the above.**

2.15.2 The vendor should have, in the last Five years ending on 31-03-2019, successfully completed the supply and installation of Racks / Shelves, Almirahs, Compactors and other similar items for Office buildings or similar constructions .Values of such work done should be as under:-

(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 mean:- Design, Supply and Installation of Racks / Shelves, Almirahs, Compactors and other similar items.**

## 2.16 SCHEDULE OF EVENTS:-

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

Sl. No.	Events	Date
01	Last date and time of online submission of proposal.	<u>16<sup>th</sup> July, 2019</u> at 06:00 P.M.
02	Last date and time of tender hardcopy submission	<u>17<sup>th</sup> July, 2019</u> at 05:00 P.M.
03	Date and time of opening of the technical Bids	<u>18<sup>th</sup> July, 2019</u> at 11:00 A.M.
04	Date and time of opening of the financial Bids 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 OPENING OF THE PROPOSALS:-**

**Phase-1: Online Application Fee & EMD:** First, the envelope containing details of online tender fee and Earnest Money Deposit will be opened and the same is found furnished by the Bidder 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 Prequalification and Technical Proposal by the 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.

**The Commercial Proposal Evaluation will be based on the “Total Cost”, which would be the total payouts including all taxes, duties and levies for the Design , supply, installation, commissioning and maintenance of Racks / Shelves.**

## **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 or after opening of the proposals. The Bidder has to present the required information to the Registrar General, High Court of Madhya Pradesh or 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 of its intention to award the work through **“Letter of Award”** 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.

## **2.20 GENERAL INSTRUCTIONS TO THE BIDDERS:-**

- 2.20.1 The cost of preparing a proposal, cost involved for the technical presentation and of visits 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. The amount will also have to be written in words.
- 2.20.3 Successful bidder must ensure his establishment in India and in Madhya Pradesh for post-installation services and support.
- 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 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 rules, policies, standards, guidelines and procedures applicable in the High Court of Madhya Pradesh. 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 three years.

## **Section – III**

### **3 GENERAL CONDITIONS OF THE CONTRACT (GCC):-**

#### **3.1 GENERAL:-**

The Products/equipments supplied under this contract shall conform to the Technical Specifications given in this tender under **Section VI**.

#### **3.2 PERFORMANCE GUARANTEE:-**

3.2.1 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 10% of the Contract Value valid for a period of **38 months** within 15 days of issue of Letter of Award.

##### **3.2.2 BANK GUARANTEE:-**

The Bank Guarantee issued by following banks would be accepted. (i) SBI or its subsidiaries (ii) any Indian Nationalized Bank (iii) Scheduled Bank (iv) Export Import Bank of India.

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

3.2.4 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.

#### **3.3 DELIVERY OF MATERIALS AND RELATED DOCUMENTATION:-**

3.3.1 Delivery, Installation and Commissioning of the items along with the related documents as per the tender document and technical

specification section (**Section VI**) are the responsibility of the Bidder.

3.3.2 The Successful Bidder shall ensure that all Products/equipments are supplied within the Implementation schedule mentioned in the tender document under Section IV.

### **3.4 WARRANTY:-**

3.4.1 The Bidder is required to provide on-site comprehensive warranty valid for **36 months** for all supplied Racks / Shelves.

3.4.2 The Bidder shall warrant that all the equipment 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 equipments in the conditions prevailing across the country.

3.4.3 The Bidder shall warrant that the services provided under the contract shall be as per the Warranty Service Level Requirements given under **Section-V**. During the warranty, the Bidder shall perform all the functions as enunciated in Section-V 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-V**.

3.4.4 The bidder shall quote for **comprehensive On-Site warranty for three 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 equipment prices. No separate charges shall be paid for visit of engineers or attending to faults and repairs or supply of spare parts.

3.4.5 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 equipments 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.

- 3.4.6 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.

### **3.5 PAYMENT TERMS :-**

(For the Design, supply, installation, commissioning, testing and warranty maintenance of Racks / Shelves for the period of 36 months) :-

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

- 3.5.1.1 50% of total price against delivery of the equipments at the site after submitting the duly verified delivery challan .
- 3.5.1.2 50% of total price against successful installation and final acceptance sign-off from the respective officer.

### **3.6 PRICES:-**

The rates and prices quoted by the bidder shall be fixed. However, in case of introduction of new taxes and levies the same shall pass to High Court of Madhya Pradesh, Jabalpur.  
***The rates quoted by the bidder shall be valid for the period of one year from the date of contract.***

### **3.7 PURCHASER'S RIGHTS:-**

- 3.7.1 The Purchaser reserves the right to make changes within the scope of the work and specifications of items at any point of time.***

3.7.2 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.

### **3.8 TIME SCHEDULE TO COMPLETE THE CONTRACT:-**

3.8.1 The successful bidder shall complete the assignment within 45 days from the date of issue of Letter of Award.

3.8.2 The Successful Bidder shall ensure that the delivery of Products/ equipment 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.

3.8.3 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.

3.8.4 Any delay by the Successful Bidder in the delivery of Products/ equipment 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.

### **3.9 LIQUIDATED DAMAGES :-**

If the Bidder fails to deliver any or all of the equipment 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, Registrar General, High Court of Madhya Pradesh may consider termination of the contract.

### **3.10 FORCE MAJEURE:-**

3.10.1 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 not 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.

3.10.2 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.

### **3.11 TERMINATION:-**

3.11.1 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.

3.11.2 Termination on account of Force Majeure: Either party shall have the right to terminate the Contract on account of Force Majeure.

3.11.3 Termination on account of insolvency: In the event the Successful Bidder at any time during the term of the Contract becomes insolvent or makes a 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.

3.11.4 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 materials belonging to the Purchaser.

3.11.5 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 per conditions of the tender.

3.11.6 The Registrar General, High Court of Madhya Pradesh may at any time terminate the Contract by giving 30 days notice without assigning any reason.

3.11.7 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 upto 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.

### **3.12 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.

### **3.13 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 courts at Jabalpur.

## **Section – IV**

### **4. SPECIAL CONDITIONS OF THE CONTRACT (SCC):-**

#### **4.1 GENERAL:-**

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

#### **4.2 EQUIPMENTS:-**

4.2.1 All the equipment to be supplied shall conform to the relevant technical specifications as mentioned in Section VI of this document.

#### **4.3 SITE ACCEPTANCE TESTS (SAT):-**

4.3.1 The Purchaser shall carry out all the tests detailed in the Acceptance test schedule to be furnished by the Contractor to confirm the standards and performance of the Racks / Shelves 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 equipment meets the specifications.

4.3.2 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.

4.3.3 The Site Acceptance Tests shall cover the intended functioning of the equipments with proper integration with other sub components.

4.3.4 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 equipment/instruments necessary for performing and demonstrating the Site Acceptance Tests.

- 4.3.5 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.
- 4.3.6 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.
- 4.3.7 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.
- 4.3.8 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.
- 4.3.9 All material brought to site shall be permitted to be installed only after inspection and acceptance by the Purchaser.
- 4.3.10 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.

#### **4.4 SAFETY AND SECURITY OF MATERIAL:-**

Security of all material at the site where the work is in progress shall be the contractor's responsibility and he shall arrange to guard the same from theft/pilferage/vandalism. In the event of

any loss the contractor shall be responsible for the same. 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 – V

### **5 SCOPE OF WORK:-**

**5.1** The Registrar General, High Court of Madhya Pradesh Jabalpur is interested to assign the task for Designing, Supplying, Installation, Testing, Commissioning and Maintenance of Racks / Shelves and its related accessories to the High Court of Madhya Pradesh, Jabalpur.

### **5.2 SUPPLY:-**

Supply of all items, components, accessories etc. as per the requirement of the tender document.

### **5.3 INSTALLATION:-**

5.3.1 Installation of all Racks / Shelves and accessories.

### **5.4 INSTALLATION PRACTICE AND METHOD OF WORK:-**

5.4.1 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.

5.4.2 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.

## **5.5 COMPREHENSIVE WARRANTY:-**

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

## **5.6 WARRANTY TERMS AND CONDITIONS:-**

- 5.6.1 The Contractor shall be solely responsible for the maintenance, repair of the equipments / items 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.
- 5.6.2 The Contractor shall have adequate Technical Support Center to meet the criteria for fault restoration/faulty unit repair times as mentioned in the Section-V. 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.
- 5.6.3 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.
- 5.6.4 Any change in Address, Phone number, FAX Number etc., shall have to be intimated in writing by the Contractor to the Registrar General, High Court of Madhya Pradesh, Jabalpur
- 5.6.5 The Contractor shall ensure that all the Technical support centers are capable of attending faults / supporting their engineers at the High Court of Madhya Pradesh, Jabalpur.

## 5.7 WARRANTY SERVICE LEVEL REQUIREMENTS – SLA:-

### 5.7.1 Service Hours:-

The Service window for all the equipments would be 24x7x365.

### 5.7.2 Scheduled Downtime:-

- (a) It will be expressed in hours.
- (b) The maximum scheduled downtime for any equipment would be 2 days in every calendar month.
- (c) 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.

### 5.7.3 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

5.7.4 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. 500/-. (ii) For Low Severity events, Rs. 100/- Delay will be counted in steps of one hour.

- 5.7.4.1 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
- 5.7.4.2 The penalty will be applicable on per fault basis even if there is a commonality of fault at any point causing full or part failure of services.
- 5.7.4.3 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.
- 5.7.4.4 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.
- 5.7.4.5 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.
- 5.7.4.6 **The maintenance of all the installed Racks / Shelves to be carried out on yearly basis during the warranty period and the report is to be submitted to the Registrar (Admin).**

## Section – VI

### 6. TECHNICAL SPECIFICATIONS:-

Technical Details: Product specification for Boltless shelving

Unit Name	Boltless shelving
Depth (mm)	500
Width (mm)	1300
L/L Height (mm)	425 mm & 349 mm in top shelf
System Height (mm)	2500
Upright Height (mm)	2495
Self loading capacity	142. UDL

#### 6.1 UPRIGHT :

Upright type	Upright G50
Profile	'T' Profile
Profile Size	50 mm x 37 mm
No of bends	9 bends
Level adjustability	25 mm
Material Grade	Min Ys=210 Mpa
Mfg process	Roll forming
Finish	Powder coated finish on Zinc coated steel
Colour	Oxford Blue

#### 6.2 SHELF:

Width	1300 mm
Depth	500 mm
Material	Zinc coated
Shelf Height	32mm
No of bends	14
Mfg Process	Roll formed
Fasteners	NO
Mounting	'4' nos of clips per shelf ( no bolting)
Surface finish	Zinc Coated spangle free fine finish

#### 6.3 BRACINGS:

Section Flat	Mid rib and end bends
Mfg process	Press forming
Connectivity	Hooking & Pin it
Surface finish	Zinc coated

#### 6.4 SHELF CLIP:

Profile section	24 x 8 x 35mm
Material	GI
Mfg process	Blanking & Punching
No of bend	2
Connectivity	Insertion
Surface finish	Galvanized

## 6.5 STABILITY MEMBER :

Profile section	20 x 25 x 54mm
Material	Zinc coated
Mfg process	Notching & Folding
No of bends	2
Connectivity	Hooking & pin it

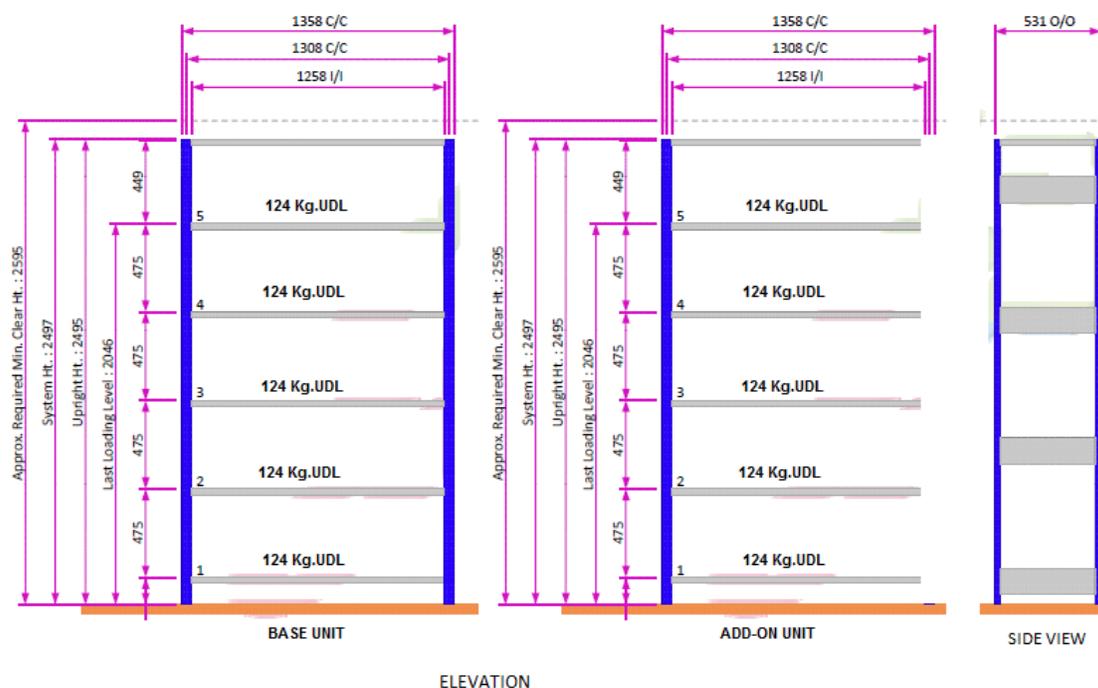
### STRUCTURAL ANALYSIS AND TESTING:-

- The Racks / Shelves/ selves be tested for structural rigidity and safety. Design analysis and development activities are validated and approved by premier structural institutes and organization.

### QUALITY ASSURANCE BY THE BIDDER/ OEM:-

- Robust Quality Assurance programmed is carefully overseen by our highly-qualified and dedicated in-house quality assurance team.
- The high-quality raw materials be utilise and are to be sourced from world-class steel manufacturers across the world.
- The powder meant for finish be tested for its chemical and physical properties for every batch. The fasteners undergo random sampling be tested for its dimensions.
- There should be Quality Management Certificate of **ISO 9001: 2008**, certified by TUV NORD.

### Elevation of Rack



**PRICE BID**  
**Section – VII**

**Detail Break up of Cost\***

**Name of the Bidder:-**

**Specify Make and Model:-**

S. No.	Item Description	Unit Price (Rs.)	GST	Any other tax/duties	Total Unit Price (All inclusive) with 03 on-site warranty for Items (Rs.)	*No. of Racks / Shelves to be procured.	Total Cost (All inclusive)
1	2	3	4	5	6	7	7 = (6 X 7)
1	Boltless racking unit size:2595x531x1358 with 6 shelves per Base unit					26	
2.	Boltless racking unit size:2595x531x1358 with 6 shelves per Addon unit					166	
TOTAL VALUE in Rs.							

A. Total Bid Price in Rs. \_\_\_\_\_

In words \_\_\_\_\_

Signature of Bidder with seal \_\_\_\_\_

Name \_\_\_\_\_

Business address \_\_\_\_\_

\_\_\_\_\_

**\*Note : The quantities mentioned above are indicative only. The Registrar General, High Court of Madhya Pradesh reserves the right to increase or decrease the quantities and to change the specifications of the items mentioned above without assigning any reason thereof.**

**Form: PQ-1**  
**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 Card issued by Income Tax Department and Copy of previous 3 Financial Year's Income Tax Return.	
6.	Copy of Valid ISO 9001 (from TUV), ISO14001 Certificate and OHSAS 18001 Certificate in the same field.	
7.	Copy of GST Registration number.	
8.	Copy of GST return .	
9.	Experience Certificates / details of 5 years in providing supply and installation of Racks / Shelves to the Offices of Central Government/State Government/Public Sector Undertakings/Autonomous Bodies/Reputed Private organizations. (Please attach copy).	
10.	List of Jobs undertaken with details and value meeting the tender conditions.	
11.	Copies of work orders issued by the customers.	
12.	Product catalogue and brochure of the Racks / Shelves.	
13.	Details of Bid Security/Earnest Money Deposit: a) Amount: b) Demand Draft : c) Date of issue: d) Name of issuing Bank:	
14.	Details of online tender fees: a) Amount: b) Reference No: c) Other Details:	

**Form: PQ-2**

**BIDDER'S ANNUAL TURNOVER**

\_\_\_\_\_ (Location)  
\_\_\_\_\_ (Date)

From (Name & Address of the Statutory 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. One  
Crore during the last three financial years.

SI No.	Firm	2016-17	2017-18	2018-19
		Amount	Amount	Amount
1				

**Yours Sincerely,**

**(Signature of Statutory Auditor)**

**Name of the Statutory Auditor:**

**Seal:**

Form: PQ-3

**SIMILAR WORK EXPERIENCE**

\_\_\_\_\_ (Location)  
\_\_\_\_\_ (Date)

From (Name & Address of the Bidder)

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

**Subject:** Supply, Installation, Commissioning and Maintenance of Racks / Shelves .

**Ref.:** \_\_\_\_\_

1. We hereby declare and confirm that we, \_\_\_\_\_ (Name of the Bidder), having registered office at \_\_\_\_\_ (address) have successfully executed following projects of Racks / Shelves . We are providing the details below: (Note: add rows as required).

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

**Yours Sincerely,**

**(Signature of Authorized Signatory)**

**Name and Designation of the Authorized Signatory:**

**Name and address of the Bidder Company:**

**Seal:**

### Annexure - 1

Clause by Clause compliance statement on the technical specification as prescribed in the section VI of this document.

Sl. No.	Clause no.	Complied / Not complied

**Annexure - 2**

**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.

<b>Sl. No.</b>	<b>Section No.</b>	<b>Clause No</b>	<b>Clause Description</b>	<b>Non Compliance/ Partial Compliance</b>	<b>Remarks</b>

**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 supply and deliver Racks / Shelves 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 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 ..... 2019**

**Name and Signature** .....

**In the capacity of** .....

**Duly authorized to sign the bid**

**for 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 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)*