

## **HIGH COURT OF MADHYA PRADESH: JABALPUR**

### **NOTICE INVITING E-TENDER**

E-tenders / online tender are invited from original Manufacturer/Authorized dealers/Reputed Vendor for “**Overhead Book Scanner for the High Court of Madhya Pradesh**” as per the specifications terms and conditions mentioned in the tender document for the High Court of Madhya Pradesh. The last date of online tender submission is **06<sup>th</sup> January, 2020 before 06:00 P.M.** The sealed tender complete in all respect addressed to “**Registrar General, High Court of Madhya Pradesh, Jabalpur**” must be submitted before **05:00 P.M. on 07<sup>th</sup> January, 2020.** The technical bids of the tender shall be opened on **08<sup>th</sup> January, 2020 at 11:00 A.M.** The detailed tender document is available in the official website of the High Court of Madhya Pradesh [www.mphc.gov.in](http://www.mphc.gov.in) and Government e-procurement portal [www.mptenders.gov.in](http://www.mptenders.gov.in).

**Sd/-**

**REGISTRAR GENERAL**

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**INVITATION OF THE BID**  
**TENDER DOCUMENT FOR THE PURCHASE OF OVERHEAD**  
**BOOK SCANNER FOR THE HIGH COURT OF MADHYA**  
**PRADESH**

No: Reg (IT)(SA)/2019/1728

Date:- 29-11-2019

**SCOPE OF THE WORK:-**

The Registrar General, On behalf of High Court of Madhya Pradesh, Jabalpur invites sealed bids for the purchase of overhead book scanner for the High Court of Madhya Pradesh as per the specifications at **Chapter-4** from the reputed manufactures (OEM) or their authorized dealers or service providers.

**DETAILS OF THE BID:-**

S. No.	EMD (In Thousand 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)
1.	25,000/-	2,000/-	06 <sup>th</sup> January, 2020 before 06:00 P.M.	07 <sup>th</sup> January, 2020 before 05:00 P.M.	08 <sup>th</sup> January, 2020 at 11:00 A.M.

- a. *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.2,000/- and Processing Fee, as applicable . The tender document is also available in website <http://www.mphc.gov.in> for reference.*
- b. *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 **07<sup>th</sup> January, 2020 at 5:00 P.M.***
- c. *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.*
- d. **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**

**Note:-**

- a. Offers received by Fax/Telex/email will be rejected.
- b. Incomplete offers are liable to be rejected.
- c. 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.

## Terms and Conditions for e-Tendering

- a. 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.
- b. 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.
- c. Service and gateway charges shall be borne by the bidders.
- d. 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.
- e. 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.
- f. 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.
- g. Bidders are requested to visit our e-tendering website regularly for any clarification and / or due date extension.
- h. Bidder must positively complete online e-tendering procedure at [www.mptenders.gov.in](http://www.mptenders.gov.in)
- i. Department shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever.
- j. For any type of clarification bidders can / visit [www.mptenders.gov.in](http://www.mptenders.gov.in). For 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:eproc@nic.in). Support timings: Monday to Saturday from 10:00 AM to 7:00 PM.
- k. Interested bidders may attend the free training programme in Bhopal at their own cost. For further query please contact help desk.
- l. 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.
- m. **The firms registered under NSIC are exempted for submission of tender fees and EMD. But they have to enclose valid documents in this regard.**

## **CHAPTER-1**

### **Instructions to Bidders**

1. The tender document will form an integral part of the Contract for the supply of scanner.
2. The tender document is to be directly downloaded from the website [www.mphc.gov.in](http://www.mphc.gov.in) or e-procurement portal [www.mptenders.gov.in](http://www.mptenders.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 in a single envelope superscribing ***“Bid for supply of overhead book scanner for the High Court of Madhya Pradesh”*** and to be submitted to the High Court of Madhya Pradesh, Jabalpur before due date and time.
5. Tender document should be signed and stamped by the bidder on each page accepting the terms and conditions of the tender.
6. Tenderer has to submit **EMD of Rs.25,000/- (Rupees Twenty Five Thousand Only) and online tender fees of Rs.2,000/- (Rupees Two 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”**.
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. Scanner 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 scanner.**
9. The bidder shall quote the prices of items including all taxes, levies or other transportation charges. No price revision/alternative will be allowed after the receipt of the Bid.
10. All prices and other information in this regard having a bearing on the price shall be written both in figures and words in the prescribed offer form.
11. Any conditions/terms given in the bid by bidder shall not be binding on the High Court of M.P., Jabalpur. All the terms and conditions for the supply, delivery, payment, warranty, penalty, etc. will be as given herein and no change in any term or condition by the vendors will be acceptable.
12. Canvassing in any form will be viewed seriously and if any Tenderer is found to be resorting to such practice, the Tender of such firm will be rejected.
13. The bidder should quote only for the specific reputed **brands/models** giving details of specification etc.
14. The cost quoted should include the cost of software (if any) media, installation etc. at 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 three years of experience** in the sales, service and support of Scanners/ Multifunctional Device Machines (MFDs). 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 financial years.
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. The scanner as per the specifications needs to be delivered and installed at High Court of Madhya Pradesh, Jabalpur.
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 **GST Registration and latest Return, PAN No. and other relevant documents.**
7. The scanner 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: 80%** on successful delivery and **20%** on successful installation of the machine at High Court of Madhya Pradesh, Jabalpur.
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.

**14. Warranty:-**

- (a) The supplied items to be under **Five years free onsite comprehensive warranty support service** from the date of installation or 60 months free warranty support service from the date of delivery of the systems at site, whichever is earlier, as and when necessary.
- (b) If scanner 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 High Court of M.P., Jabalpur will arrange scanner 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 scanner.
  - (d) **If scanner remains down beyond 48 hours, penalty @ of Rs. 1,000/- (Rupees one thousand 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 scanner. 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 05 years for the scanner. 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 scanner to the end-users of the High Court.
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 machine been satisfactorily working

Signature and seal of the bidder

**CHAPTER-4**  
**Technical Bid**

Overhead Book Scanner should be quoted with:

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

S. No.	Particulars	Technical Description	Technically Complied (YES / NO)
1.	Maximum Scan Area	460 x 620 mm (18 x 24.4 inch), 14% more than DIN/ISO A2 or better	
2.	Scanner Resolution	400 x 400 dpi or better	
3.	Scan Speed	DIN A2+ @ 150 dpi: 0.9 s or better	
		DIN A2+ @ 200 dpi: 1.1 s or better	
		DIN A2+ @ 300 dpi: 1.6 s or better	
		DIN A2+ @ 400 dpi: 2.0 s or better	
4.	Color Depth	16 bit grayscale or better	
5.	Scan Output	8 bit grayscale, bitonal, enhanced halftone or better	
6.	File Formats	Multipage PDF (PDF/A) and TIFF, JPEG, JPEG 2000, PNM, PNG, BMP, TIFF (Raw, G3, G4, LZW, JPEG) or better	
		AutoCAD DWF, JBIG, DjVu, DICOM, PCX, Postscript, EPS, Raw data or better	
7.	Camera	CCD camera or better	
8.	Light Source	White LEDs, tested according to IEC 62471, no IR/UV emission or better	
9.	Lamp Life Time	50,000 h (typ.) or better	
10.	Computer	64 bit Linux, Intel i3, quad core processor, 8 Gigabyte RAM, 320GB HDD for extra large jobs or better	
11.	Touch screen / Monitor	7 inch color WVGA (wide VGA) touch screen / 22 inch preview screen or better	
12.	USB Port	2 USB Ports 3.0 or better	
13.	Interface	1 GBit Fast Ethernet with TCP/IP based Scan 2 Net ® Interface or better	
14.	Operating Temperature	5 to 40 °C, 40 to 105 °F or better	

**Note:-**

1. All the specifications to be read as equivalent or better.
2. The vendor should provide five years onsite support comprehensive and warranty for the quoted product. Any upgrades and updates available during the 05 years shall be made available at no extra cost to the said product.

**STATEMENT OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS**

(Please submit separate sheet for each annexure)

Equipment offered:- Make: \_\_\_\_\_

Model: \_\_\_\_\_

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

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

**Signature of the Bidder  
Name  
Date  
Place**

**Company Seal**

**Annexure-I**

**Techno-Commercial Bid**

<b>S.No.</b>	<b>Description</b>	<b>Indicate also page number where attached</b>
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 <b>Copy of previous 3 Financial Year's Income Tax Return.</b>	
6.	GST registration and latest return (please enclose copy)	
7.	Original equipment Manufacturer (OEM) certificate / letter to sale the product	
8.	Experience details of 3 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 Rupees Twenty Five Lakh during last three financial years.	
10.	Details of Bid Security/Earnest Money Deposit:- a) Amount: b) Date of issue: c) Reference No.	
11.	Details of Tender Fees details:- a) Amount: b) Date of issue: c) Reference No.	
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 **Rupees 25,00000/- (Rupees Twenty Five Lakh Only)** during the last three financial years.

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

**Yours Sincerely,  
(Signature of Auditor)**

**Name of the 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 05 years onsite comprehensive warranty and support and should be on-site at High Court of M.P., Jabalpur.

**Name of the Bidder:** \_\_\_\_\_

**Specify Make:** \_\_\_\_\_

**Model:** \_\_\_\_\_

Item Description	Quantity	Unit Price (Rs.)	GST	Any other duty/tax	Total cost of one scanner with 05 years onsite comprehensive warranty	Total Amount (all inclusive)
1	2	3	4	5	6= (3+4+5)	7=(6 x 2)
Over head Book Scanner as per technical specification of the tender document.	01					
<b>Total Amount in Rs.</b>						

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 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 machine 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 Database and software.

***Authorized Signatory***

*(Seal of the Company)*