

HIGH COURT OF MADHYA PRADESH: JABALPUR

SECOND CALL

TENDER DOCUMENT FOR THE PURCHASE OF REINFORCED CONCRETE BENCHES

No: Reg(IT)(SA)/2019/1388

Date:07-09-2019

SCOPE OF THE WORK:

The Registrar General, On behalf of High Court of Madhya Pradesh, Jabalpur invites sealed bids for the purchase of Reinforced Concrete Benches as per the specifications at **Chapter-3** from the reputed manufactures (OEM) or their authorized dealers or service providers.

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.	50 Lakh	2.5 Lakh	5,000/-	30 th September, 2019 before 06:00 PM	01 st October, 2019 before 05:00 PM	03 rd October, 2019 at 11:00 AM	90 days

1. Tender documents may be viewed or purchased online by interested and eligible bidders from the website www.mptenders.gov.in after paying Tender fee of Rs.5,000/- 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 on or before the key dates given above. The Physical copy of the technical document also be submitted at the address below latest by **01st October, 2019 at 5:00 P.M.**
3. All further notifications/amendments, if any shall be posted on www.mptenders.gov.in and 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, Landline: 0761-2623358**

Seal and Signature of Tenderer

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BIDDING PROCEDURE:-

The proposal should be submitted along with **online** application fee of Rs.5,000/- (Rs. Five Thousand only) and Earnest Money Deposit (EMD) of Rs.2,50,000/- (Rs. Two Lakh Fifty Thousand 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. The bid sealed in a single envelope, superscribing "**Bid for supply of Reinforced Concrete Benches for the District Courts of Madhya Pradesh**" addressed to "**Registrar General, High Court of M.P., Jabalpur. The firms registered only under NSIC are exempted from submission of tender fees and EMD, otherwise not exemption shall be given to the respective bidder.**"

Authorized signature of the Tenderer with seal

Note:-

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

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. 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 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. 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
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. 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. 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.**

CHAPTER-1

Instructions to Bidders

1. The Tender document will form an integral part of the Contract for the supply of Reinforced Concrete Benches.
2. The tender document is to be directly downloaded from the website www.mphc.gov.in or Government e-tender portal 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 and tender fees superscribing “***Bid for supply of Reinforced Concrete Benches for the District Courts of Madhya Pradesh***” is to be submitted to the High Court of Madhya Pradesh, Jabalpur before due date and time.
5. Tender document should be signed and stamped by the bidder on each page accepting the terms and conditions of the tender.
6. Tenderer has to submit online EMD of Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand only) and online tender fees of Rs.5,000/- (Rupees Five Thousand only). Tenders received without EMD and tender fees shall be summarily rejected. The EMD shall be refunded (without interest) after the execution of the bid.
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. Reinforced Concrete Benches 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 Reinforced Concrete Benches.
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. However in case of introduction of new taxes/ levies, the rate shall change in same proportionate.
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 type as mentioned in the tender document.
14. The cost quoted should include the cost of installation, transportation and other necessary requirements.
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

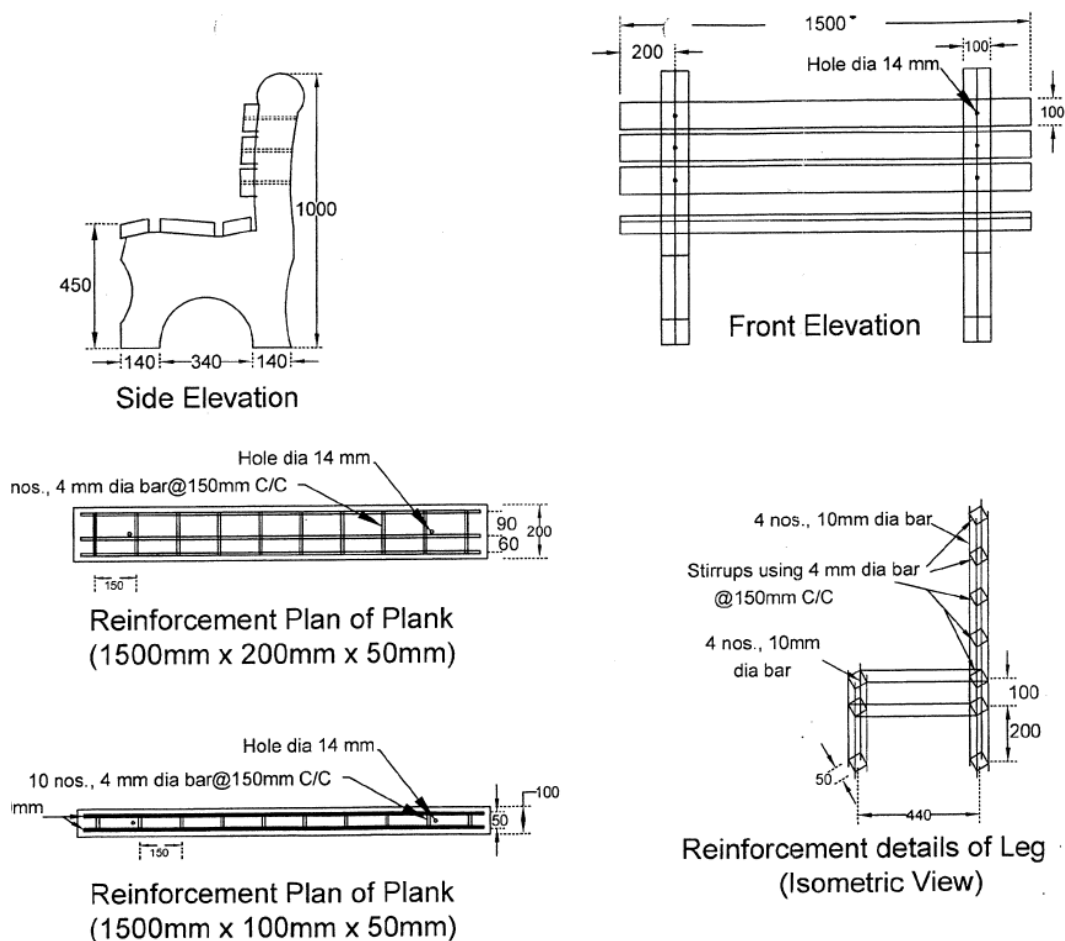
1. Tenderer should have at **least three years of experience** in the sales of Reinforced Concrete Benches or similar Cement Concrete Structure.
2. Tenderer should have average turnover of minimum **Rupees Fifty Lakh during last three years in the sale of Reinforced Concrete Benches or similar type of Cement Concrete Structure.**
3. Reinforced Concrete Benches as per the specifications need to be delivered and installed at **District Courts in the State of Madhya Pradesh.**
4. Tenderer should enclose the copies of valid GST registration, **PAN No., GST Return** and other relevant document as per the tender document.
5. The Reinforced Concrete Benches should conform to the standard (s) as mentioned in **Chapter-3**. Documentary proof of the same should be attached along with the tender document.
6. 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.
7. Delivery and installation period: **Maximum three months** from the date of receiving the Work Order.
8. 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.

9. 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.
10. **Payment terms: 100% on delivery and installation.**
11. The supplier's request for payment shall be made in writing accompanied by relevant document such as proper invoice, delivery challans and successful installation reports duly signed by authorized official of the District Court.
12. The vendor has to maintain the benches for the minimum period of three years.
13. 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 valid for the period of three years.
14. 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.
15. Any disputes arising out of this tender shall be under the **Jurisdiction of Court of Jabalpur only.**

CHAPTER-3

Specification Details

SPECIFICATION FOR PRECAST CONCRETE REINFORCED BENCH



- 1. Description:** This bench shall govern the provision of supply, erecting and installation of precast concrete reinforced benches with back rest at the District Courts & Tehsil Courts in the State of Madhya Pradesh.
- 2. General Requirement:** The precast concrete reinforced benches shall be manufactured in accordance with the design requirements and details shown in the plan, and in conformity with the requirements of this specification as per details given below.
- 3. Materials and Construction Methods :** The material and construction of precast concrete reinforced benches shall be as follows:
 - i. Concrete Mix Design:** The benches shall be cast using M-30 Grade concrete mix in accordance with IS:10269: 2009 (with latest amendment) in gay cement by using vibro-compaction technique and with reinforcement as detailed in this specification. The manufacturer shall be responsible to design a mix which achieves both the strength and the surface finish required for the installation and application. Compressive strength shall be not less than 30 MPa at 28 days.
 - ii. Reinforcement Steel:** TMT reinforcement bars conforming to IS: 1786:2008 of dia 10 mm shall be used as main reinforcement bar

and 4 mm dia mild steel bars shall be used as stirrups as per reinforcement diagram.

- iii. **Connections:** 12mm dia x 65 mm long galvanized steel CSK (Countersunk) bolts with EVA (Ethylene Vinyl Acetate) washer for connecting seating plank with leg and half threaded carriage bolts & nuts with EVA & steel washers of size 165mm length x 8mm dia for connecting back rest plank with leg. Threaded steel fastener shall confirm to IS:1367 with latest amendments.
- iv. **Acrylic Paint:** Green / Blue / Red acrylic based pain confirming to IS":15489 should be used. The color combination shall be decided by the Committee of the High Court.

4. Details of member of precast concrete reinforced bench:

- i. **RCC Base Supports:** Two number of legs manufactured using M-30 grade grey cement concrete of back height 1000mm, front height 400mm, bottom width 620mm with 100mm thickness. Each leg shall be reinforced with 4 nos. of 10mm dia TMT bars distributed uniformly along the section and periphery of the legs and tied with 4mm dia mild steel stirrups as per detailed given in drawing. Each leg will have 3 nos. 12mm dia 65mm length galvanized coupling nuts, welded suitably to the main reinforcement at appropriate locations on the seating to receive concrete planks on the legs and 3 holes to receive carriage bolts for fixing back rest planks.
- ii. **Planks:** Five RCC planks of size 1500 mm x 100mm x 50 mm shall be cast using M-30 Grade grey cement mixed with 3% red pigment (Other color may be used, if decided by Engineer) and each plank reinforced with 2 nos. 10mm dia TMT bars along the length and 10 nos. 4 mm dia mild steel bars along the width and having 2 holes of 14mm dia at appropriate location to receive 12mm dia galvanized bolts for fixing these planks on the legs. One RCC plank of size 1500mm x 200mm x 50mm shall be cast using M-30 grade grey cement concrete mix with 3% red pigment (Other color may be use, if decided by Engineer) and shall be reinforced with 3 nos. 10mm dia TMT bars along the length as per drawing and 10nos. 4mm dia mild steel bars along the width and having two holes of 14mm dia at appropriate location so as to receive 12 mm dia galvanized bolts for fixing on the legs.

5. Finish: Finish of concrete bench shall be generally equal to the approved sample. Exposed surface should exhibit a typically uniformly smooth texture with no bugholes and smooth mold seams.

6. Tolerances: All dimensions should be as per drawing \pm 3mm.

7. Product Delivery, Handling and Storage

- i. Deliver materials to site, ready for use in the accepted manufacturer's original and unopened containers and packaging, bearing labels as type of material, brand name/manufacturer's name.
- ii. Store materials under cover in a dry and clean location, off the ground. Remove delivered materials which are damaged or otherwise not suitable for installation from job site, and replace with acceptable materials as directed by the engineer.
- iii. The Benches to be delivered at District and Tehsil Courts in the state of Madhya Pradesh.

8. Installation of RCC bench: Each seating plank (bottom) of bench will be bolted with the leg with the help of 12 dia x 65mm length galvanized steel CSK (Countersunk) bolts with EVA (Ethylene Vinyl Acetate) washer. Back rest planks will be fitted with half threaded carriage bolts and nuts with EVA and steel washers of size 162mm length x 8mm dia.

After assembly of legs and planks at site, the hole visible at the back side of the bench will be sealed with cement mortar to prevent pilferage and plank will be painted with red / blue/ green color acrylic based paint. Head of bolts shall be grouted with epoxy resins like Araldite.

9. Measurement: The unit of measurement shall be a complete bench.

**STATEMENT OF DEVIATIONS FROM TECHNICAL
SPECIFICATIONS**

(Please submit separate sheet for each annexure)

Reinforced Concrete Benches system offered:-

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

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

**Signature of the Bidder
Name
Date
Place**

Company Seal

Annexure-I

Techno-Commercial Bid

S.No.	Description	<u>Must Indicate page number where attached</u>
1.	Name, address & telephone number of the agency/firm	
2.	Name, designation, address & telephone number of authorized person	
3.	Please specify as to whether Tenderer is sole Proprietor/Partnership Firm/Private or Limited Company.	
4.	Name, address & telephone number of Directors/Partners, Fax No., e-mail address.	
5.	Copy of PAN Card issued by Income Tax Department and Copy of previous 3 Financial Year's Income Tax Return.	
6.	GST Registration and GST Return (please enclose copy)	
7.	Original equipment Manufacturer (OEM) certificate / letter to sale the product	
8.	Experience details of 3 years in providing similar nature of work in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies/ reputed private sector / organization.	
9.	Tenderer should have average turnover of minimum <u>Rupees 50 Lakh during last three in the sales, service and support of Reinforced Concrete Benches items or similar type of concrete structures.</u>	
10	Details of online Tender Fees Deposited:- a) Amount: b) Date of issue: c) Reference No. / Details:	
11.	Details of Bid Security/Earnest Money Deposited: a) Amount: b) Date of issue: c) Name of issuing Bank: d) 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 **Rs.50
Lakh (Fifty Lakh Only) during the last three financial years.**

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

Yours Sincerely,

(Signature of Authorized Auditor)

Name of Auditor:

Seal:

CHAPTER – 4

Financial Bid (Price Schedule)

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

Name of the Bidder: _____

S.No.	Item Description	Unit Price (Rs.)	GST (Rs.)	Total cost of one Reinforced Concrete Benches (In Rupees) (all inclusive)	Approximate Quantity to be purchased	Total Project Cost
1	2	3	4	5	6	6=(5x6)
1.	“Reinforced Concrete Benches” as per specification of the tender document.				617	
2.	Transportation and Installation Cost.				Lump sum	
Total Cost						

Total Bid Price in Rs. _____

In words _____

Signature of Bidder with seal _____

Name _____

Business address _____

Tel. No. & Mobile No. _____

Email : _____

Date:

CHAPTER-5
Contract Form

This AGREEMENT made the _____ day of _____, 20____ between the _____ (herein after called the Purchaser) and _____ (herein after called the supplier) _____ (Address)

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

Now this agreement witnesses as follows :

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

the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

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

For and on behalf of supplier

CERTIFICATES

WE CERTIFY THAT:

1. We will not LEAK / DISCLOSE any information of High Court and District Court to any other institutions/organizations, bodies and also in the market on the rates less than the prices quoted by us to the High Court.
2. The rate of TAXES / DUTIES mentioned in the tender is in accordance with the provisions of the rules in all respects and the same is payable to the Authorities.
3. The Reinforced Concrete Benches 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)

“ANNEXURE - A”

Tentative List

Sl. No.	Name of District Court	Tentative requirement of RCC Benches at District Courts
1.	District and Sessions Court, Anuppur	13
2.	District and Sessions Court, Katni	23
3.	District and Sessions Court, Jhabua	17
4.	District and Sessions Court, Dewas	40
5.	District and Sessions Court, Damoh	07
6.	District and Sessions Court, Burhanpur	12
7.	District and Sessions Court, Shahdol	24
8.	District and Sessions Court, Alirajpur	08
9.	District and Sessions Court, Gwalior	34
10.	District and Sessions Court, Ashoknagar	00
11.	District and Sessions Court, Sheopur	06
12.	District and Sessions Court, Umaria	20
13.	District and Sessions Court, Guna	26
14.	District and Sessions Court, Hoshangabad	28
15.	District and Sessions Court, Sehore	28
16.	District and Sessions Court, Dhar	72
17.	District and Sessions Court, Chhindwara	62
18.	District and Sessions Court, Tikamgarh	27
19.	District and Sessions Court, Shivpuri	31
20.	District and Sessions Court, Seoni	00
21.	District and Sessions Court, Raisen	56
22.	District and Sessions Court, Balaghat	26
23.	District and Sessions Court, Ujjain	43
24.	District and Sessions Court, Neemuch	14
	Total	617