

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

### **NOTICE INVITING TENDER**

The purchase of 150 numbers of air conditioners and **rate contract** as per the specification mentioned in the tender document for Tehsil / Taluka Courts in the State of Madhya Pradesh is under consideration. Sealed tenders are invited for the supply of 150 numbers of air conditioners and rate contract as per the specifications, terms and conditions mentioned in the bid document. The sealed tender complete in all respect addressed to “**Registrar General, High Court of Madhya Pradesh, Jabalpur**” must be submitted latest by **15<sup>th</sup> May, 2017 before 3:00 P.M** . The tender shall be opened on same day at **3:30 P.M**. The detailed tender document is available in the official website of the High Court of Madhya Pradesh [www.mphc.gov.in](http://www.mphc.gov.in) and Government tender portal [www.tenders.gov.in](http://www.tenders.gov.in)

**Sd/-**

**REGISTRAR GENERAL**

# HIGH COURT OF MADHYA PRADESH: JABALPUR

## TENDER DOCUMENT FOR THE PURCHASE OF AIR CONDITIONERS

No: Reg(IT)(SA)/2017/462

Date:-20.04.2017

### INVITATION OF THE BID

#### SCOPE OF THE WORK:

The Registrar General, On behalf of High Court of Madhya Pradesh, Jabalpur invites sealed bids for the purchase of 150 numbers of air conditioners and **rate contract** as per the specifications at **Chapter-4** from the reputed manufactures (OEM) or their authorized dealers or service providers.

#### DETAILS OF THE BID:

- i) Last date and time of receipt of bid : 15<sup>th</sup> May, 2017  
: Latest by 3:00 P.M.
- ii) Date and time of opening of bid : 15<sup>th</sup> May, 2017  
: at 3:30 P.M.
- iii) Place of submitting the bids : ***"Inward Section"***,  
High Court of M.P.,  
Jabalpur (M.P.)

#### Address for communication:

The Registrar General,  
High Court of Madhya Pradesh, Jabalpur (M.P.)

Email: [mphc@nic.in](mailto:mphc@nic.in)

Phone: 0761-2623358

## **BIDDING PROCEDURE:-**

The prescribed tender document consisting of (i) Technical Bid along with Earnest Money Deposit of Rs. 1,00,000/- (Rupees One Lakh only) and tender fees of Rs. 5,000/- (Rupees Five Thousand) (ii) Financial Bid, sealed in a single envelope, superscribing "***Bid for supply of Air Conditioners for the Tehsil Courts in the State of Madhya Pradesh***" addressed to "**Registrar General, High Court of M.P., Jabalpur**"

The Bid shall be accompanied by a EMD of Rs. 1,00,000/- (Rupees One Lakh only ) and tender fees of Rs. 5,000/- (Rupees Five Thousand) drawn in favour of "**Registrar General, High Court of M.P., Jabalpur**". Bids received without the EMD and tender fees or not fulfilling the prescribed conditions will be summarily rejected and decision of the Registrar General, High Court of M.P., Jabalpur in this regard shall be final and binding.

**The firms registered under NSIC are exempted from submission of tender fees and EMD.**

**Authorized signature of the Tenderer with seal**

### **Note:-**

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

## **CHAPTER-1**

### **Instructions to Bidders**

1. The Tender document will form an integral part of the Contract for the supply of air conditioners.
2. The tender document is to be directly downloaded from the website [www.mphc.gov.in](http://www.mphc.gov.in) or Government tender portal [www.tenders.gov.in](http://www.tenders.gov.in) . No editing, addition/deletion of the matter is permitted, if such action is observed at any stage, such tenders are liable for outright rejection and **suitable legal action will be taken against the bidder.**
3. Only enclosed formats as provided in original should be used. **All sheets need to be submitted after affixing seal of the Company and signature of the authorized signatory.** Additional sheets, duly authenticated, may be attached to elucidated specifications or clarify the specific issues.
4. The prescribed tender document consisting of (i) Technical Bid along with EMD and tender fees (ii) Financial Bid, sealed in a single envelope superscribing **“Bid for supply of air conditioners for the Tehsil Courts in the State of Madhya Pradesh ”** is to be submitted to the High Court of Madhya Pradesh, Jabalpur before due date and time.
5. Tender document should be signed and stamped by the bidder on each page accepting the terms and conditions of the tender.
6. Tenderer has to submit EMD of Rs. 1,00,000/-(Rupees One Lakh only ) and tender fees of Rs. 5,000/- (Rupees Five Thousand) . Tenders received without EMD and tender fees shall be summarily rejected. The EMD shall be refunded (without interest) after the execution of the bid. The earnest money shall be deposited by means of cross Pay Order/Demand Draft/ Bank Guarantee in favour of **“Registrar General High Court of M.P, Jabalpur”**. **The tender fees has**

**to be deposited by means of demand draft in favour of  
“Registrar General High Court of M.P, Jabalpur”**

7. The Registrar General, High Court of M.P. reserves the right to forfeit the EMD amount on non-acceptance/non-compliance of offer in full or part or if it is found that tenderer has misrepresented in any way.
8. Air Conditioners 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 Air Conditioners.
9. The bidder shall quote the prices of items including all taxes, levies or other transportation charges. No price revision/alternative will be allowed after the receipt of the Bid.
10. All prices and other information in this regard having a bearing on the price shall be written both in figures and words in the prescribed offer form.
11. Any conditions/terms given in the bid by bidder shall not be binding on the High Court of M.P., Jabalpur. All the terms and conditions for the supply, delivery, payment, warranty, penalty, etc. will be as given herein and no change in any term or condition by the vendors will be acceptable.
12. Canvassing in any form will be viewed seriously and if any Tenderer is found to be resorting to such practice, the Tender of such firm will be rejected.
13. The bidder should quote only for the specific reputed **brands/models** giving details of specifications etc.
14. The cost quoted should include the cost of software (if any) media, installation etc. at on site.
15. Against bidders compliance column in technical specifications, only **Yes/No**, as the case may be, should be mentioned.
16. All columns of this bid should be filled. Any additional information should be enclosed separately and referred to in

the relevant column of the bid form. **All relevant product literature / catalogues is to be enclosed along with the bid .**

17. Alterations, if any, in the tender document should be attested properly duly signed by the authorized signatory after affixing seal by the vendor, failing which the tender may be rejected.

## **CHAPTER-2**

### **CONDITIONS OF CONTRACT**

1. Tenderer should have at **least three years of experience** in the sales, service and support of Air Conditioners . 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 Fifty Lakh during last three years in the sales, service and support of Air Conditioners.
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 Air Conditioners as per the specifications need to be delivered and installed at **District Courts and Tehsil Courts in the State of Madhya Pradesh.**
5. To assist the examination, evaluation and comparison of bids the Registrar General, High Court of Madhya Pradesh, Jabalpur at its discretion ask the bidder for clarification of its bid including price. Any of the vendors may be called for negotiations at the discretion of the Registrar General.
6. Tenderer should enclose the copies of valid registration of **VAT, PAN No. and Service Tax Registration.**
7. The Air Conditioners 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 staff of the Tehsil Courts in the State of Madhya Pradesh.
10. Successful Tenderer will have to furnish the Contract Form and unconditional Bank Guarantee valid for the period of Five years to the High Court of M.P., Jabalpur within 15 working days from the date of issue of Purchase Order, failing which the purchase order shall stand cancelled and EMD shall be forfeited.
11. Successful Tenderer will have to adhere to the **delivery schedule strictly**. The Registrar General, High Court of M.P., Jabalpur reserves the right to cancel the purchase order and forfeit the EMD, if purchase order is not executed within the stipulated time and to place the order with the next successive bidder.
12. **Payment terms:** 70% on successful delivery and 30% on successful installation of the Air Conditioners at District / Tehsil Courts.
13. The supplier's request for payment shall be made in writing accompanied by relevant document such as proper invoice, delivery challans and successful installation reports duly signed by authorized official of the Tehsil Courts.
14. **Warranty:-**
  - (a) The supplied items to be under **five years free onsite comprehensive warranty support service** from the date of installation or 62 months free warranty support service from the date of delivery of the Air Conditioners at site, whichever is earlier, as and when necessary. .



- (b) If Air Conditioners remains down beyond 48 hours, the successful firm will be required to provide a stand-by of the same or higher configuration, failing which the District Court will arrange Air Conditioners 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 air conditioners.
  - (d) If Air Conditioners remains down beyond 48 hours, penalty @ of Rs. 500/- (Rupees Five Hundred only) per day per instance shall be imposed on the vendor.
  - (e) The successful vendor shall visit each site at least once in every six months to carryout preventive maintenance and fine-tune the performance of the air conditioners . The vendor has to submit the Preventive Maintenance Report duly signed by the user at the end of each year during the Warranty Period. Failing which penalty would be charged from the Bank Guarantee or any other due payment.
  - (f) On completion of the warranty period, the security Deposit / performance Bank Guarantee without any interest accrued shall be released after satisfying that proper free warranty support has been provided during warranty period of 02 years for the air conditioners. 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 Air Conditioners to the end-users of the Tehsil Courts.
  18. Any disputes arising out of this tender shall be under the Jurisdiction of Court of Jabalpur only.

**CHAPTER-3**  
**Performance Statement**

Performa for performance statement for period of last five years.

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

Signature and seal of the bidder

## CHAPTER-4

### Technical Bid Details

#### Air Conditioners should be quoted with:

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

S.No.	Parameter	Minimum specification required	Technical compliance ( Yes / No
1	<b>Product certification</b>	<b>ISO 9001 and 14001 certified</b>	
2	<b>Type</b>	Wall Mount split type	
3	Capacity required	<b>2 ton capacity</b>	
4	Filters	Active dust, Active carbon, Nano Silver etc.	
5	Tube	<b>Copper tube</b> is required in the AC etc.	
6	Indoor unit	LED display, Self diagnosis, Auto restart etc.	
7	Remote	Sleep mode, Turbo, swing, LCD display, lock, timer, dual display of temperature etc.	
8	Air vent	Cross flow and auto	
9	Moisture removal	Yes	
10	BEE Star rating	<b>5 Star rating</b>	

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

**STATEMENT OF DEVIATIONS FROM TECHNICAL  
SPECIFICATIONS**

**(Please submit separate sheet for each annexure)**

**Air Conditioners system offered:- Make:\_\_\_\_\_**

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

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

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

**Signature of the Bidder  
Name  
Date  
Place**

**Company Seal**

## Annexure-I

### Techno-Commercial Bid

S.No.	Description	Indicate also page number where attached
1.	Name, address & telephone number of the agency/firm	
2.	Name, designation, address & telephone number of authorized person	
3.	Please specify as to whether Tenderer is sole Proprietor/Partnership Firm/Private or Limited Company.	
4.	Name, address & telephone number of Directors/Partners, Fax No., e-mail address.	
5.	Copy of PAN Card issued by Income Tax Department and <b>Copy of previous 3 Financial Year's Income Tax Return.</b>	
6.	Service Tax Registration No. , TIN No. (please enclose copy)	
7	Original equipment Manufacturer (OEM) certificate / letter to sale the product	
8.	Experience details of 03 years in providing services in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies./ reputed private sector	
9.	Tenderer should have average turnover of minimum <u>Rupees 50 Lakh during last three in the sales, service and support of air conditioners or equivalent .</u>	
10.	Details of Bid Security/Earnest Money Deposit: a) Amount: b) Demand Draft/Pay Order / Banker / Bank Guarantee details.: c) Date of issue: d) Name of issuing Bank:	
11	Tender Fees details ( demand draft only)	
12	Product Brochure ( with all specifications )	

#### **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 (Rupees Fifty Lakh Only) during the last three financial years.

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

**Yours Sincerely,**

**(Signature of Auditor)**

**Name of Auditor:**

**Seal:**

## CHAPTER – 5

### Financial Bid (Price Schedule)

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

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

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

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

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

Item Description	Unit Price (Rs.)	Excise/other Duty (Rs.) as applicable	Sales / Service Tax (Rs.) as applicable	Total cost of Air conditions	Approximately number of air conditioners	Total amount for the supply of 150 AC
1	2	3	4	5= (2+3+4)	6	7= 6X5
Split Air Conditioners of <b>two ton capacity</b> with BEE energy star 5 rating (Including all necessary accessories and installation)					<b>150</b>	
Electronic voltage stabilizer of reputed make with voltage display and auto cut off facility of reputed make (ISO certified: 9001 and 14001 ) for running 2 ton capacity .					<b>150</b>	
Split Air Conditioners of <b>1.5 ton capacity</b> with BEE energy star 5 rating along with voltage stabilizer (Including all necessary accessories and installation)					<b>Rate Contract</b>	

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

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

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

Name \_\_\_\_\_

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

Tel. No. & Mobile No. \_\_\_\_\_

Email : \_\_\_\_\_

Date:

**Seal and Signature of Tenderer**



**CHAPTER-6**  
**Contract Form**

This AGREEMENT made the \_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_ between the \_\_\_\_\_ (herein after called the Purchaser) and \_\_\_\_\_ (herein after called the supplier) \_\_\_\_\_ (Address)

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

**Now this agreement witnesses as follows :**

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

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provisions of the goods and services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

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

For and on behalf of supplier

## **CERTIFICATES**

### ***WE CERTIFY THAT:***

1. We will not LEAK / DISCLOSE any information of High Court and District Court to any other institutions/organizations, bodies and also in the market on the rates less than the prices quoted by us to the High Court.
2. The rate of TAXES / DUTIES mentioned in the tender is in accordance with the provisions of the rules in all respects and the same is payable to the Authorities.
3. The air conditioner systems offered shall be of the **best quality** strictly in accordance with the specifications and particulars as detailed in the tender.
4. The information furnished by us in the tender are true and correct to the best of our knowledge and belief.
5. We have read and understood the rules, regulations, terms and conditions of tender as applicable from time to time and agree to abide by them.

***Authorized Signatory***

*(Seal of the Company)*