

**HIGH COURT OF MADHYA PRADESH, JABALPUR**

**SHORT NOTICE INVITING TENDER**

Sealed tenders are invited for the supply of 100 units of SMF batteries of 12V, 28AH and 18 units of batteries of 12V, 42AH of reputed make like Amron, Exide Panasonic or equivalent brand under buyback of existing batteries for UPS system installed at High Court of Madhya Pradesh, Jabalpur as per the specifications, terms and conditions mentioned in the tender document. The last date of online tender submission is 11<sup>th</sup> October, 2022 before 06:00 P.M. (mandatory). 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 12<sup>th</sup> October, 2022 (mandatory). The technical bids of the tender shall be opened on 13<sup>th</sup> October, 2022 at 11:30 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

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

Tender No. Reg (IT)(SA)/2022/1205

Date: 22-09-2022

## **TENDER DOCUMENT FOR SUPPLY OF SMF UPS BATTERIES UNDER BUYBACK OF EXISTING BATTERIES OF UPS SYSTEM INSTALLED AT HIGH COURT OF MADHYA PRADESH, JABALPUR**

### **SCOPE OF THE WORK:**

The Registrar General, on behalf of High Court of Madhya Pradesh invites sealed bids for the supply of SMF batteries as per the specifications mentioned in the tender document from the reputed manufactures (OEM) or their authorized dealers or service providers for the High Court of Madhya Pradesh.

Important details/ dates:-

Estimated project cost (in Rs.)	Online EMD (in Rs.)	Cost of Online Tender Document (in Rs.)	Last Date / Time of online tender Submission (mandatory)	Last Date/ Time of tender submission in hardcopy (mandatory)	Date and Time of Opening of Technical Bid (online/ hardcopy)
Rs.5 Lakh	Rs.10,000/-	Rs.1,000/-	11 <sup>th</sup> October, 2022 before 06:00 P.M.	12 <sup>th</sup> October, 2022 before 05:00 P.M.	13 <sup>th</sup> October, 2022 before 11:30 A.M.

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.1,000/- and Processing Fee, as applicable. The tender document is also available in website <http://www.mphc.gov.in>.

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 must be submitted at the address below latest by 05:00 P.M. on 12<sup>th</sup> October, 2022.

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.

**The financial bids are to be submitted only online and no hard copy to be submitted along with the bid.**

**The firms registered under NSIC and MSME (The vendor to be registered with both NSIC and MSME for claiming exemption of tender fees) are exempted for submission of tender fees only. But they have to submit valid EMD as per the tender requirement.**

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: - regithcjbpm@mp.gov.in and mphc@nic.in, Landline: 0761-2623358**

**BIDDING PROCEDURE**

The proposal should be submitted along with **online** application fee of Rs.1,000/- (Rupees One Thousand only) and **online** Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten Thousand only) in the form of online mode through e-procurement tender portal **www.mptenders.gov.in** in favour of "Registrar General, High Court of Madhya Pradesh, Jabalpur" valid for the period of 6 months. The Bid submitted without EMD and/or the application fee/tender fees shall be summarily rejected.

**Authorized signature of the Tenderer with seal**

**Note :-**

1. Bids received through Fax/Telex/email and incomplete offers will be rejected.
2. The Registrar General, High Court of M.P., Jabalpur reserves 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.

**CHAPTER-1**  
**INSTRUCTIONS TO BIDDERS**

1. The tender document will form an integral part of the Contract to supply the batteries to the High Court of Madhya Pradesh.
2. The tender document can also be directly downloaded from the website [www.mphc.in](http://www.mphc.in) and Government tender 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.
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 consist of online EMD, online tender fees, Technical details, sealed in a single envelope super scribing "Tender for the supply of SMF Batteries under buyback of existing batteries to the High Court of Madhya Pradesh".
5. Tender document should be signed and stamped by the bidder on each page accepting the terms and conditions of the Tender.
6. The proposal should be submitted along with **online** application fee of Rs.1,000/- (Rupees One Thousand only) and **online** Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten Thousand only) in the form of online mode through e-procurement tender portal [www.mptenders.gov.in](http://www.mptenders.gov.in) in favour of "Registrar General, High Court of Madhya Pradesh, Jabalpur" valid for the period of 6 months. The Bid submitted without EMD and/or the application fee/tender fees shall be summarily rejected.
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 tendered has misrepresented in any way.
8. The batteries can be supplied by the manufacturer directly or through their authorized dealer/authorized channel partners/distributors/service providers. However, **Letter of authorization from the manufacturer/parent company (OEM) to be enclosed.**
  9. The bidder shall quote the prices of batteries **including all taxes, levies or other transportation charges.** No price revision/alternative will be allowed, after the receipt of the Bid.
  10. Any conditions/terms given in the bid by vendors 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.
  11. The firms should also submit the list of their clients/customers (with complete name, address of the firms and telephone no. of the contact person therein) along with the Bid.
  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 brands/models giving details of make, brand, model number etc.
  14. The cost quoted should include the cost of installation etc. at onsite.
  15. 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 / catalogue is to be enclosed with the bid document.**
  16. 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 02 years of experience in the sales, service and support of SMF batteries.
2. The batteries as per the specifications needs to be delivered and installed in the UPS systems installed at High Court of Madhya Pradesh, Jabalpur.
3. To assist the examination, evaluation and comparison of bids the Registrar General, 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.
4. Tenderers should enclose the copies of valid GST Registration, GST Return and PAN number.
5. Delivery and installation period: Maximum four weeks from the date of 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.
6. The successful tenderer will have to furnish the Contract Form and unconditional Bank Guarantee to the High Court of M.P., Jabalpur (as per the Proforma approved by the Registrar General) within 30 working days of issue of Purchase Order, failing which the purchase order may be cancelled and EMD shall be forfeited.
7. The 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 next successive bidder. The Successful Tenderer, if faced with problems in timely delivery of services, which have dependencies on the Service Provider and/or the Original Equipment manufacturer, which are beyond their control at any time before the final acceptance signoff, shall immediately inform the Registrar General 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.

8. Payment term: 100% on delivery and successful and satisfactory installation and submission of performance Bank Guarantee.
9. **Warranty:-**
  - (a) The batteries should be under two year free on-site comprehensive warranty from the date of installation.
  - (b) Warranty period begins from the date of satisfactory installation of the batteries.
  - (c) On completion of the Warranty period, the unconditional Bank Guarantee without any interest accrued shall be released after satisfying that proper free warranty support has been provided during warranty period of two years for all the items. If considered necessary, suitable amount of penalty shall be recovered from the Vendor out of their due payments or from their Security Deposit or by raising claims, while releasing the Security Deposit.
10. Security Deposit (SD): SD will be **3%** of purchase order value, the security deposit can be in the form of unconditional Bank Guarantee of Nationalized Bank/Scheduled Bank for the period of 26 months.
11. 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.
12. Change of Scope can be done by the Registrar General.
13. Any disputes arising out of this tender will be under the Jurisdiction of Court of Jabalpur only.
14. **Rights of Registrar General, High Court of M.P., Jabalpur:-**
  - 14.1 The Registrar General, High Court of M.P. reserves the right to accept or reject any or all the tenders in part or full, without assigning any reason whatsoever.
  - 14.2 The Registrar General, High Court of M.P. is not bound to accept the lowest tender.
  - 14.3 The Registrar General, High Court of M.P. reserves the right, to award the work to one or more bidders.

- 14.4 The Registrar General, High Court of M.P. reserves the right to terminate the contract at any time by giving an intimation in writing without assigning any reason.
- 14.5 In case of violation of terms and conditions of the contract or unsatisfactory supply of material, the Registrar General, High Court of M.P. reserves the right to terminate the contract by giving intimation to the supplier/contractor and forfeit the security deposit. In this case the firm will be blacklisted.
- 14.6 Bidder must acknowledge that he has understood all the terms and conditions mentioned in the Tender document and sign on each page of Tender document in acknowledgement of this.
- 14.7 The Registrar General, High Court of Madhya Pradesh, Jabalpur reserves the right to vary, amend or alter any terms and conditions of the tender document at the time of execution of the Contract.

**15. Liquidated Damages (LD):-**

If the Successful Tenderer fails to deliver batteries 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, the Registrar General, High Court of Madhya Pradesh may consider termination of the contract.

**16. Arbitration:-**

In the event of any dispute or difference arising out or touching upon any of the terms and conditions of this contract and / or in relation to the implementation or interpretation hereof, the same shall be resolved initially by mutual discussion and conciliation but in the event of failure thereof, the same shall be referred to the sole arbitrator appointed by Hon'ble the Chief Justice, High Court of M.P. The arbitration shall be in Jabalpur and the Arbitrator shall give his award in accordance with "The

Arbitration and Conciliation Act, 1996". The decision of the arbitrator shall be final and binding upon the parties.

**Signature of the Bidder  
(With office seal and full address)**

**Name:** .....

**Capacity in which signed:** .....

**Date:** .....

**FORM: - 1**

**BIDDER DETAILS**

<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 and Copy of previous 3 Financial Year's Income Tax Return.	
6.	Valid ISO Certificate of the product/OEM <b>(Please attach copy)</b>	
7.	GST Registration and Latest GST return (Please attach copy)	
8.	Experience Certificates / details of minimum 2 years in supplying the batteries to the Office of Central Government/State Government/ Public Sector Undertakings/ Autonomous Bodies/Organizations.	
9.	Details of Online Bid Security/Earnest Money Deposit: a) Amount: Rs.10,000/- b) Date of issue: c) Reference No.:	
10.	Details of online tender fees: a) Amount:Rs.1,000/- b) Date of issue: c) Reference No.:	

**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 the contract and specifications in the tender document and annexure, the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply SMF batteries.
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 3% 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 ..... 2022**

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

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

**Duly authorised to sign the bid  
for and on behalf of** .....

**Witness** .....

**Address** .....

**Signature**

## Technical Bid

**SMF batteries should be quoted with:-**

- (i) Two -years comprehensive Warranty.
- (ii) All the necessary and required cables and accessories.

<b>S.No.</b>	<b>Specifications</b>	<b>Description</b>	<b>Technically Compliant (Yes/No)</b>
<b>Specifications</b>			
1.	28 Ah BATTERIES	12 v / 28 Ah Batteries (SMF) of MAKE : Exide / Amaron / Panasonic or equivalent.	
2.	42 Ah BATTERIES	12 v / 42 Ah Batteries (SMF) MAKE : Exide / Amaron / Panasonic or equivalent.	

**Financial Bid (Price Schedule)**

**(To be filled by the bidder in online mode only)**

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

Price should be quoted with two years comprehensive onsite warranty.

S No	Item Description	Proposed make and model	Unit Price (Rs.)	GST (Rs.)	Unit cost of Battery (two year comprehensive onsite warranty)	Number of items to be purchased by the High Court	Total Cost (all inclusive) with two year comprehensive onsite warranty	Buy Back cost of old used batteries (as a package)	Final Cost after buy back	Details of old batteries
1	2	3	4	5	6=(4+5)	7	8=(6x7)	9	10=8-9	11
1	12 v / 28 Ah Batteries (SMF) of Make : Exide / Amaron / Panasonic or equivalent.					100				Buy back cost to be quoted for the old batteries as mentioned at sr. no. 2 to 10 on page number 16 of the tender (total 204 batteries)
2	12 v / 42 Ah Batteries (SMF) MAKE : Exide / Amaron / Panasonic or equivalent.					18				Buy back cost to be quoted for the old batteries as mentioned at sr. no. 1 on page number 16 of the tender (total batteries 18)

**Note:-**

1. The requirement of the batteries may increase or decrease depending upon the final requirement.
2. The financial bids are to be submitted only online and no hard copy to be submitted along with the bid.

### **Details of Old Batteries**

<b>S.No.</b>	<b>UPS (Make/Model)</b>	<b>Remark</b>	<b>Battery Details</b>
1.	Emerson	Batteries are more than 3 years old and to be sold out.	12V, 42AH (18 Nos.)
2.	Numeric 5 KVA	Batteries are more than 5 years old and to be sold out.	12V, 75AH (16 Nos.)
3.	Numeric 5KVA	Batteries are more than 5 years old and to be sold out.	12V, 28AH (20 Nos.)
4.	Numeric 5KVA	Batteries are more than 5 years old and to be sold out.	12V, 28AH (20 Nos.)
5.	Numeric 5KVA	Batteries are more than 5 years old and to be sold out.	12V, 28AH (20 Nos.)
6.	Numeric 5KVA	Batteries are more than 5 years old and to be sold out.	12V, 28AH (20 Nos.)
7.	BPE 10KVA 3phase	Batteries are more than 4 years old and to be sold out.	12V, 26AH (20 Nos.)
8.	Tritronix 10KVA	More than 10 years old and to be sold out.	12V,26AH (32 Nos.)
9.	Numeric 5KVA	More than 10 years old and to be sold out.	12V,75AH (16 Nos.)
10.	Additional Batteries	More than 10 years old and to be sold out.	12V, 26AH (40 Nos.)

## **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 batteries 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 and agree to abide by them.

***Authorized Signatory***

*(Seal of the Company)*