

MADHYA PRADESH STATE JUDICIAL ACADEMY
HIGH COURT OF MADHYA PRADESH
JABALPUR

(Ambedkar Square, Ghamapur Road, Jabalpur (MP), 482007)
Telephone No. 0761- 2628679

748-B
Ref No...../MPSJA/2019

Dated: 8/3/19

TENDER DOCUMENT

For
Supply of Four Wheel Overnighter Trolley Bag

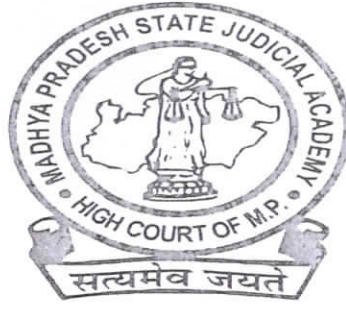
Important Dates

1.	Start Date for submission of Tender Document	12 th March, 2019 at 10:00 AM
2.	Last Date for submission of Tender Document	03 rd April, 2019 upto 03:00 PM
3.	Tender Opening Date	04 th April, 2019 at 04:00 PM

Venue for submission of tender : Office of Director, MP State Judicial Academy, Ambedkar Square, Ghamapur Road, Jabalpur (MP), 482007
and opening of Bid

Cost of Tender Document : Rs. 1000/- (One Thousand Rupees Only)
Earnest Money Deposit (EMD) : Rs. 25,000/- (Twenty Five Thousand Rupees Only)

Tender Document is also available on the official website of the High Court :-
www.mphc.gov.in



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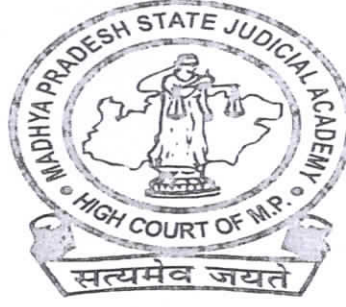
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Supply of Four Wheel Overnighter Trolley Bag

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Note: This document contains total 17 pages including cover. No change and modification in the document by the bidder is permissible.



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1. NOTICE INVITING TENDER

Ref No. ^{748-A}...../MPSJA/2019

Dated: ^{8/3/19}.....

The Registrar General, High Court of Madhya Pradesh on behalf of Madhya Pradesh State Judicial Academy, Jabalpur invites tenders from the reputed vendors for the Supply of Four Wheel Overnighter Trolley Bag (Black / Grey Colour).

Sl. No.	Earnest Money Deposit (EMD) (In Rs.)	Cost of Tender Document (in Rs.)	Last Date / Time of Submission of Bid Document	Date and Time of Opening of Tender	Time for Completion of the Work
1.	25,000/-	1,000/-	02 nd April, 2019 upto 03:00 PM	03 rd April, 2019 at 04:00 PM	20 days

1. Tender document can only be downloaded from the official website of the High Court :- www.mphc.gov.in.
2. The tender is not transferable. Only one tender shall be submitted by one vendor/firm/company.
3. The tender, complete in all respect, must be received at the address given below before the due time on the due date. The tenders received after the due date and time will not be considered.
4. All further notifications / amendments, if any shall be posted on the official website of the High Court www.mphc.gov.in only. No separate communication shall be made with the individual Bidders.

All other terms and conditions for submission of tender are contained in this document. If the date of Bid submission/Bid Opening 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 all or any of the bids without assigning any reason thereof.

Address for communication:

Director, Madhya Pradesh State Judicial Academy

High Court Of Madhya Pradesh ,

(Ambedkar Square, Ghamapur Road, Jabalpur (MP), 482007

Email: mpjotri@gmail.com, Landline: 0761-2628679

2. INSTRUCTIONS TO BIDDERS

2.1 DEFINITIONS:- In this document the following words and expressions have the meaning hereby assigned to them:-

- (a) **“Applicant”** Means the individual proprietary firm, firm in partnership, limited company, private or public or corporation.
- (b) **“Bidder”** means a firm or Joint Venture or Consortium which participates in the tender and submits its proposal.
- (c) **“Contractor”** means the Bidder, whose proposal for supply of Trolley Bags at MPSJA, Jabalpur has been accepted and the 'Letter of Award' is issued by the High Court.
- (d) **“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.
- (e) **“Premises”** means the Madhya Pradesh State Judicial Academy, Jabalpur.
- (f) **“NIT”** is the Notice Inviting Tender. It is essentially the Press Notification of the Tender.
- (g) **“Purchaser”** means The Registrar General, High Court of Madhya Pradesh, Jabalpur (M.P.).
- (h) **“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.
- (i) **“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 Price. The timeline for delivery of products and services will start from the date of issue of Letter of Award.

- (j) "Year" shall mean "Financial Year" unless stated otherwise
- (k) This tender is subject to availability of Budget / Funds with the Registrar General, High Court of Madhya Pradesh, Jabalpur.

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.
- 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.
- 2.2.3 Applications made by telegram or Fax and those received late will not be entertained.
- 2.2.4 The applicant should sign each page of the Tender Document.
- 2.2.5 Over writing should be avoided. Correction, if any, should be made by neatly crossing out, initiating, dating and rewriting. Pages of the technical bid documents are numbered. Additional sheets, if any added by the contractor, should also be numbered by him.

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 APPLICATION FEE (AF) AND EARNEST MONEY DEPOSIT (EMD) :-

2.5.1 The proposal should be submitted along with an application fee of **Rs. 1,000/- (Rupees One Thousand Only)** in the form of demand draft and Earnest Money Deposit (EMD) of **Rs. 25,000/- (Rupees Twenty Five Thousand Only)** in the form of a demand draft / pay order / unconditional Bank Guarantee drawn in favour of “**Registrar General, High Court of Madhya Pradesh, Jabalpur.**” of any Nationalized / Scheduled bank payable at **Jabalpur**. Bid submitted without EMD and/or the application fee shall be summarily rejected. No interest will be payable on the EMD, in any case whatsoever. Firms registered under NSIC are exempted from submission of Application Fees and Earnest Money Deposit.

2.5.2 The EMD of the successful Bidder will be returned after successful supply of the Trolley Bags.

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 render the services within stipulated time under the Letter of Award.

(iv) If the Bidder fails to submit sample alongwith its Bid.

2.5.4 The EMD of unsuccessful bidders shall be returned after the completion of tender process and finalisation of the bid.

2.6 BID PRICES:-

The Bidder shall give the pricing as a total composite price inclusive of all levies, taxes & expenses viz. GST, packing, forwarding, freight 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 **One Year** 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 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 may be summarily rejected and the purchaser shall not entertain any further request/ correspondence in this matter.

2.10 SUBMISSION OF PROPOSALS:-

2.10.1 The Bidders are required to fill up and submit the documents with their proposals.

2.10.2 The proposals shall be submitted in two parts, viz.,

(a) **Envelope-1:** Containing application fee of Rs. 1000/- (Rupees One Thousand Only) & EMD of Rs. 25,000/- (Rupees Twenty Five Thousand Only). The envelope should be superscribed as **“Envelope 1 – EMD & Application FEE”** at the top left corner.

(b) **Envelope-2:** Financial Proposal As per Annexure I superscribed as **“Envelope 2 – Financial Proposal”**.

2.10.3 All the sealed envelopes should again be placed in a sealed cover superscribed as **“Supply of Four Wheel Overnighter Trolley Bag (Black/Grey Colour): M/s**” **“NOT TO BE OPENED BEFORE 04.00 P.M on 03rd April, 2019”**, which shall be received within the date and time mentioned in the Schedule of Events (Cover page) of this document. The Bid is to be submitted to the Director,

Madhya Pradesh State Judicial Academy, Jabalpur (M.P.)

2.10.3 Every prospective Bidder shall have to submit the sample of Trolley Bag alongwith their Bid. Any Tender which is not accompanied with sample shall be rejected.

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 shall be rejected.

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 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 shall result in the forfeiture of its EMD from the Bidder.

2.12.4 No modification in Bid shall be allowed after its submission.

2.13 LOCAL CONDITIONS:-

2.13.1 Each Bidder is expected to get fully 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 Bid 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 OPENING OF PROPOSAL:-

- 2.15.1 The Registrar General or his authorized representative will open the tenders. The Tenders shall be opened at the Director's Office, MPSJA, Jabalpur on 03rd April, 2019 at 04:00 PM.
- 2.15.2 The Bids shall be opened in the presence of the bidders. Representatives, if any, of the bidder(s) seeking to be present shall submit a letter of Authority issued by the bidder on printed letter head along with the identity proof. The bidders/representatives need to be present at the scheduled time and place mentioned above at their own cost.
- 2.15.3 In case any of the above mentioned dates is declared holiday, the Financial Bid, as the case may be, shall be opened at the same time and place on the next working day. No separate notice shall be issued to the bidders in this respect.

2.16 EVALUATION:-

- 2.16.1 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.
- 2.16.2 At any time during the process of evaluation, the Purchaser may seek for clarifications from any or all Bidders.
- 2.16.3 **Phase-1: Application Fee & EMD:** First, the envelope containing Application fee and Earnest Money Deposit will be opened and if both are found furnished by the Bidders in the prescribed manner, then he will be qualified for the second phase. At any stage during the evaluation, if the EMD is found invalid, the respective Bidder's bid will be summarily rejected.

Phase-2: Financial Bid Evaluation:- The Financial/Commercial

Proposal Evaluation will be based on the “individual cost” of an item, which would be the total pay outs including all taxes, duties and levies for the Supply of Four Wheel Overnighter Trolley Bag (Black/Grey Colour). The Purchaser reserves the right to accept a Bid in full or in part or to accept different Bids for different items.

Phase-3: Qualitative and Comparative Evaluation:- After the opening of the Financial Bid, the Registrar General or his representative/representatives will inspect the quality of the Trolley Bag submitted as Sample alongwith the Tender Document.

2.17 DECIDING AWARD OF CONTRACT:-

2.17.1 The Purchaser reserves the right to ask for a clarification in the form of a technical presentation from the Bidder on the already submitted Proposal at any point of time after opening the proposal. The Bidder has to present the required information to the Director, MPSJA, Jabalpur or its appointed representative on the date asked for, at no cost to the Purchaser.

2.17.2 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.

2.17.3 The award of contract shall be on the basis of qualitative analysis seconded by the competitive pricing. The Purchaser shall not be bound by the minimum quoted rates.

2.17.4 It is further made clear that Purchaser reserves the right to purchase different articles from different bidders and is not bound to award contract to a single bidder.

2.17.5 The Purchaser will notify the Successful Bidder of its intention to award

the work through “The Letter of Award” mentioning the total purchase Value. The timeline for delivery of products and services will start from the date of issue of Letter of Award.

2.18 WARRANTY

2.18.1 The Trolley Bag shall have to carry an onsite warranty on trolley, zip and all the stitches for a period of one year.

2.19 GENERAL INSTRUCTIONS TO THE BIDDERS:-

2.19.1 The cost of preparing a proposal, cost involved for visits to the Jabalpur is not reimbursable.

2.19.2 All cutting, overwriting in the proposal should be authenticated by the initials of the authorized signatory. In case of any calculation error the unit rates would prevail. The amount will also have to be written in words.

2.19.3 *Successful bidder must ensure his/its establishment in Jabalpur, Madhya Pradesh for post-installation services and support.*

2.19.4 Canvassing in any form will lead to disqualification of the bid.

3. GENERAL TERMS AND CONDITIONS

3.1 PARTIES:

The parties to the Contract are the Tendering Firm and the High Court of Madhya Pradesh on behalf of Madhya Pradesh State Judicial Academy, Jabalpur.

3.2 SIGNING OF TENDER:-

Individual signing the tender or other documents connected with contract must specify whether he/she signs as:-

- (a) A “sole proprietor” of the firm or constituted attorney of such sole proprietor;
- (b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- (c) Director or a principal officer duly authorized by the Board or Directors of the Company, if it is a company.
- (d) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, MPSJA shall, without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

3.4 FINANCIAL BID:-

3.4.1 The Financial Bid should be submitted in form given in Annexure-I. The Financial Bids of only those bidders who are short-listed after evaluation of

Application Fees and Earnest Money Deposit will be opened at the scheduled time and place.

3.4.2 At the time of payment of bills, the Income Tax and GST, if any, shall be deducted at source as per Government Rules and guidelines as may be prevailing at the time of payment.

3.4.3 The detailed specifications for supply of Four Wheel Overnighter Trolley Bag (Black/Grey Colour) is available in Annexure-I. These details are merely indicative and bidders may deviate to improve the quality of product.

3.5 VALIDITY:-

The bids shall be valid for a period of **ONE YEAR** from the date of opening of the tenders. Offers/Price bids or rates if offered valid and open for acceptance for a period less than three months from the date of opening of tender will be rejected and EMD will be forfeited.

3.6 TAXES :-

Taxes / Duties which are mandatory for deduction at source, shall be deducted at source at the rates notified by Govt. of India or respective State Govt. and nothing shall be paid to the vendor.

3.7 RIGHT OF ACCEPTANCE:-

3.7.1 Registrar General, High Court of Madhya Pradesh, Jabalpur reserves all rights to reject any tender including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of Director in this regard shall be final and binding and shall not be questioned in any forum.

3.7.2 The products and quantity mentioned in the tender document are indicative only. The purchaser is not bound to purchase every or definite quantity mentioned in the tender document.

3.7.3 Any failure on the part of the bidder to observe the prescribed procedure

and any attempt to canvas for the purchase order will prejudice the firm's quotation.

3.8 COMMUNICATION OF ACCEPTANCE:-

Successful bidder will be informed of the acceptance of his bid by speed post/on phone.

3.9 TIME SCHEDULE FOR COMPLETING THE WORK:-

3.9.1 The work must be completed within 20 (Twenty) days of receipt of the Letter of Award.

3.9.2 Considering the urgent need of the Academy, **“the time shall be the essence of the Contract.”**

3.10 BREACH OF TERMS AND CONDITIONS:-

In case of breach of any of terms and conditions mentioned above, the Registrar General, High Court of Madhya Pradesh will have the right to cancel the Letter of Award without assigning any reason thereof and nothing will be payable by MPSJA in that event. It may also result in forfeiture of EMD.

3.11 SUBLETTING OF WORK:-

The firm shall not assign or sublet the work or any part of it to any other person or party.

3.12 TERMS OF PAYMENT:-

3.12.1 Material is to be supplied by the tenderer FOR at MPSJA, Jabalpur on specified address.

3.12.2 All payments shall be made only after satisfactory supply of the said item.

3.12.3 The term “payment” mentioned in this para includes all types of payments due to the firm/vendor arising on account of this contract.

3.13 FINANCIAL DECISION MAKING AUTHORITY:-

The purchaser reserves the right to accept or reject any bid and to annul the tender process and reject all applications at any time, without assigning any reasons or incurring any liability to the bidders.

3.14 GENERAL:

3.14.1 The items delivered by the Contractor are subject to checks by the Director, MPSJA.

3.14.2 The Successful Vendor must submit Bills in triplicate for payment after satisfactory supply of the product at the premises of MPSJA, Jabalpur.

3.14.3 Any violation of the terms and conditions or supply of inferior quality of material shall result in total rejection of the item apart from taking appropriate remedial action at the risk and cost of the bidder.

3.14.5 The receipt of the Purchase Order should be acknowledged by return post.

3.14.6 The decision of Registrar General, High Court of Madhya Pradesh or his representative/representatives in any matter of dispute shall be final and binding.

MADHYA PRADESH STATE JUDICIAL ACADEMY
HIGH COURT OF MADHYA PRADESH
JABALPUR

(Ambedkar Square, Ghamapur Road, Jabalpur (MP), 482007)
 Telephone No. 0761- 2628679

Tender for Supply of Four Wheel Overnighter Trolley Bag
(Black / Grey Colour).

PROFORMA OF FINANCIAL BID

S. No.	Particulars	Description	Quantity	Price (Per Piece) In Rs.
1.	Trolley Bag (four wheel, Black / Grey Colour) with inscription of the logo/mono of the Academy on a metal plaque of small size.	Width - 45 Inch. Height - 37 Inch. Depth - 21 Inch. Capacity - 36 Litres Handle Type - Telescopic	200 Approximately	

Yours Sincerely,

(Signature of Authorized Signatory)

Name and Designation of the Authorized Signatory:

Name and address of the Bidder:

Seal:

Note :-

1. There shall be onsite warranty on trolley, zip and all the stitches for a period of one year.
2. The amount stated above should be inclusive of all levies, taxes, charges and other components and no addition in price shall be allowed in any case whatsoever.
3. The quantity and products are indicative only and the Purchaser reserves the right to purchase any product in any quantity mentioned above.