

HIGH COURT OF MADHYA PRADESH: JABALPUR

NOTICE INVITING TENDER

THIRD CALL

The purchase of Air-Purifier as per the specification mentioned in the tender document for the High Court of Madhya Pradesh, Jabalpur is under consideration. Sealed tenders are invited for the supply of 34 numbers of Air-Purifiers 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 **10th August, 2020 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.

REGISTRAR GENERAL

HIGH COURT OF MADHYA PRADESH: JABALPUR

(THIRD CALL)

TENDER DOCUMENT FOR THE PURCHASE OF AIR-PURIFIER

No: Reg(IT)(SA)/2020/870

Date:06-07-2020

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 **34 number** of Air-Purifier as per the specifications at **Chapter-3** 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 : **10th August, 2020**
Latest by 3:00 P.M.
- (ii) Date and time of opening of bids : **10th August, 2020**
at 3:30 P.M.
- (iii) Place of submitting the bids : ***"Inward Section/
Receipt 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
Phone: 0761-2623358**

BIDDING PROCEDURE:-

The prescribed tender document consisting of (i) Technical Bid along with Earnest Money Deposit of Rs.25,000/- (Rupees Twenty Five Thousand only) and tender fees of Rs.2,000/- (Rupees Two Thousand Only) (ii) Financial Bid, sealed in a single envelope, superscribing "***Bid for supply of Air-Purifier for the High Court of Madhya Pradesh***" addressed to "**Registrar General, High Court of M.P., Jabalpur.**"

The Bid shall be accompanied by a Earnest Money Deposit (EMD) of Rs.25,000/- (Rupees Twenty Five Thousand only) and tender fees of Rs.2,000/- (Rupees Two Thousand only) 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 firm registered under NSIC and MSME are exempted for submission of tender fees only. But they have to enclose duly verified valid documents in the support of the bid and to submit the EMD as per the tender document.**

Authorized signature of the Tenderer with seal

Note:-

- 1. Offers received by Fax/Telex/email will be rejected.**
- 2. Incomplete offers/bids 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-Purifier.
2. The tender document is to be directly downloaded from the website www.mphc.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-Purifier for the High Court 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.25,000/- (Rupees Twenty Five Thousand only) and 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 tender fees and earnest money shall be deposited by means of cross Pay Order/Demand Draft/ Bank Guarantee of Nationalized Bank 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-Purifier 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-Purifier.**
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, on introduction of new taxes/ levies, the rates 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 reputed **brands/models** giving details of specifications etc.
14. The cost quoted should include the cost of accessories 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 shall 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-Purifier or similar type of equipments.
2. Tenderer should have average annual turnover of minimum 10 Lakh rupees during last three years i.e. 2017-18, 2018-19 and 2019-20 in the sales, service and support of Air-Purifier or similar type of equipments.
3. Air-Purifier as per the specifications need to be delivered and installed at **High Court of Madhya Pradesh, Jabalpur.**
4. Tenderer should enclose the copies of valid registration of **GST, PAN,** and other relevant documents as per the tender.
5. The Air-Purifier should be of reputed make and 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 two 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 High Court of Madhya Pradesh.
8. Successful Tenderer will have to furnish the Contract Form and unconditional Bank Guarantee valid for the period of 38 month 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 successful 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 High Court.

12. **Warranty:-**

(a) The Air-Purifier to be under **three years free onsite comprehensive warranty support and service** from the date of installation or 36 months free warranty support service from the date of the delivery of the Air-Purifier at site, whichever is earlier, as and when necessary.

(b) If Air-Purifier remains down beyond 72 working hours, the successful firm will be required to provide a stand-by of the same or higher model, failing which the High Court shall arrange Air-Purifier 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-Purifier.

(d) If Air-Purifier remains down beyond 72 working 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 cleaning of the Air-Purifier. 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 of the vendor.
- (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 three years for the Air-Purifier. 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.
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 38 months.
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. The vendor has to provide training on operation of Air-Purifier to the respective staff of the High Court.
16. Any disputes arising out of this tender shall be under the **Jurisdiction of Court of Jabalpur only.**

CHAPTER-3

Technical Bid Details Technical Specification

SPECIFICATION –“A”

S.NO.	PARTICULARS	TECHNICAL SPECIFICATIONS	COMPLIED YES/ NO (TO BE FILLED BY BIDDER)
1.	ADVANCED HEPA FILTER TO REMOVE AIRBORNE PARTICLES OF 0.3 MICRONS WITH AN EFFICIENCY RATE OF 99%.	YES REQUIRED	
2.	PATENTED ACTIVE SHIELD 2X TECHNOLOGY THAT ELIMINATES INFECTION CARRYING MICROBES.	YES REQUIRED	
3.	ANTI-ALLERGEN FILTER THAT TRAPS 5-10 MICRONS AND ANTI-DUST FILTER THAT PREVENTS 10-100 MICRO PARTICLES.	YES REQUIRED	
4.	HIGHLY DURABLE COLD CATALYST FILTER THAT KILLS MICROORGANISMS WITH AN EFFICIENCY RATE OF 90%.	YES REQUIRED	
5.	ANTI-MICROBIAL FORMULA COATED ON THE FILTER HINDERS BACTERIA GROWTH AND PREVENTS INFECTION, BAD ODOR AND SORES.	YES REQUIRED	
6.	WEIGHT	8 KGS	
7.	COVERAGE AREAS MINIMUM	FROM 35 SQUARE METER TO 65 SQUARE METER AREA OR BETTER	
8.	AIR FLOW MINIMUM	350 M ³ / HOUR	
9.	LIFE SPAN MINIMUM	3000 WORKING HOURS (6-12 MONTHS) DEPENDING ON THE AMBIENT AIR QUALITY	
10.	INTELLIGENT AUTO MODE	YES REQUIRED	
11.	ACTIVESHIELD FILTRATION	YES REQUIRED	
12.	PURIFICATION MODULES ACTIVE SHIELD 2X FILTRATION, ANTI-DUST FILTER, ANTI-ALLERGEN FILTER, ACTIVE HEPA FILTER, DEODORIZATION FILTER, ANTI-MICROBIAL FORMULA, DIATOM FILLERS, THERAPEUTIC FILTER, COLD CATALYST FILTER, VITA ION ETC.	YES REQUIRED	
13.	THERAPEUTIC FILTER	YES REQUIRED	
14.	ANTI DUST FILTER	YES REQUIRED	
15.	COLD CATALYST FILTER	YES REQUIRED	
16.	DIATOM FILTER	YES REQUIRED	
17.	DEODORIZATION FILTER	YES REQUIRED	
18.	HEPA FILTER	YES REQUIRED	
19.	ANTI MICROBIAL FORMULA	YES REQUIRED	
20.	ANTI ALLERGEN FILTER	YES REQUIRED	
21.	AIR FLOW CONTROL	5 STAGE	
22.	CONVENIENCE FACTOR	MULTIPLE TIMER SETTING	
23.	CONTROL PANEL	PROGRAMMABLE TOUCH PANEL	
24.	SLEEP MODE	YES REQUIRED	

SPECIFICATION –“B”

S.NO.	PARTICULARS	TECHNICAL SPECIFICATIONS	COMPLIED YES/ NO (TO BE FILLED BY BIDDER)
1.	WITH AN AIR QUALITY INDICATOR THAT MONITORS AMBIENT AIR.	YES REQUIRED	
2.	ONE TOUCH CONTROL MAKES THE AIR PURIFIER EFFICIENT AND AESTHETICALLY APPEALING AS WELL.	YES REQUIRED	
3.	THE 9-STAGE FILTRATION ENSURES YOUR INDOOR AIR IS FREE OF LARGE PARTICLES, MICROORGANISMS, VOCS, ODOUR, PET DANDER, ETC.	YES REQUIRED	
4.	WEIGHT	4.00 KGS	
5.	COVERAGE AREAS MINIMUM	IN BETWEEN 20 TO 23 SQUARE METER OR BETTER	
6.	ANION GENERATOR	YES REQUIRED	
7.	AIR FLOW MINIMUM	200 M ³ /HOUR	
8.	LIFE SPAN MINIMUM	3000 WORKING HOURS (6-12 MONTHS) DEPENDING ON THE AMBIENT AIR QUALITY	
9.	INTELLIGENT AUTO MODE	YES REQUIRED	
10.	ACTIVESHIELD FILTRATION	YES REQUIRED	
11.	PURIFICATION MODULES ACTIVE SHIELD 2X FILTRATION, ANTI-DUST FILTER, ANTI-ALLERGEN FILTER, ACTIVE HEPA FILTER, DEODORIZATION FILTER, DIATOM FILTERS, THERAPEUTIC FILTER, COLD CATALYST FILTER ETC.	YES REQUIRED	
12.	THERAPEUTIC FILTER	YES REQUIRED	
13.	ANTI DUST FILTER	YES REQUIRED	
14.	COLD CATALYST FILTER	YES REQUIRED	
15.	DIATOM FILTER	YES REQUIRED	
16.	DEODORIZATION FILTER	YES REQUIRED	
17.	HEPA FILTER	YES REQUIRED	
18.	ANTI MICROBIAL FORMULA	YES REQUIRED	
19.	ANTI ALLERGEN FILTER	YES REQUIRED	
20.	AIR FLOW CONTROL	3 STAGE	
21.	CONVENIENCE FACTOR	SPACE SAVING DESIGN	
22.	CONTROL PANEL	PROGRAMMABLE PANEL	
23.	SLEEP MODE	YES REQUIRED	

**STATEMENT OF DEVIATIONS FROM TECHNICAL
SPECIFICATIONS**

(Please submit separate sheet for each annexure)

Air-Purifier 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 specifications 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 Copy of previous 3 Financial Year's Income Tax Return, 2017-18, 2018-19 and 2019-20.	
6.	GST Registration (please enclose copy)	
7.	GST Return (please enclose copy)	
8.	Original equipment Manufacturer (OEM) certificate / letter to sale the product	
9.	Experience details of 3 years in providing services in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies./ reputed private sector	
10.	Tenderer should have average turnover of minimum <u>Rupees 10 Lakh during last three year 2017-18, 2018-19 and 2019-20 in the sales, service and support of Air-Purifier or similar type of equipments.</u>	
11.	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:	
12.	Tender Fees details (demand draft only)	
13.	Product Brochure with all relevant documents.	

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.10
Lakh (Rupees Ten Lakh Only) during the last three financial years.

Sl No.	Firm	2017-18	2018-19	2019-20
		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.

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

Name of the Bidder: _____

Specify Make: _____

Model: _____

S.No.	Item Description	Unit Price (Rs.)	GST in (Rs.)	Total Unit Price in (Rs.) (inclusive taxes)	Approximate Quantity to be purchased	Total cost of Air-Purifier (in rupees including taxes)
1	2	3	4	5=3+4	6	7=6 x 5
1.	Air-Purifier as per Specification- "A"				17	
2.	Air-Purifier as per Specification- "B"				17	
Total Cost in Rupees						

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 Air-Purifier 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)