

HIGH COURT OF MADHYA PRADESH, JABALPUR

No. Reg(IT)(SA)/2019/1597

Dated:31-10-2019



Bid Document for

**Supply, Installation, Commissioning, Maintenance and Rate
Contract of Air Conditioners for the High Court and Subordinate
Courts in the State of Madhya Pradesh**

Note:- This document contains total 43 pages including cover. No change and modification in the document by the bidder is permissible.

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Section – I

NOTICE INVITING SHORT TENDER

No. Reg(IT)(SA)/2019/1597

Dated: 31-10-2019

The Registrar General, on behalf of High Court of Madhya Pradesh invites **e-tenders / online tenders** from experienced and reputed firms/organizations/ Original equipments manufacturer (OEM) for the **“Supply, Installation, Commissioning, Maintenance and Rate Contract of Air Conditioners for Subordinate Courts in the State of Madhya Pradesh”**

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.	27.50 Lakh	1 Lakh	5,000/-	05 th December, 2019 before 06:00 P.M.	06 th December, 2019 before 05:00 P.M.	07 th December, 2019 at 11:00 A.M.	45 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 bid also be submitted at the address below latest by **06th December, 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 the Bidder

Section – II

2. INSTRUCTIONS TO BIDDERS:-

2.1 DEFINITIONS:-

- a) **“The Employer”** or **“The Purchaser”** means the "Registrar General, High Court of Madhya Pradesh, Jabalpur" and the "District Judge" of the District Courts.
- b) **“The Bidder”** means a firm or Joint Venture or Consortium which participates in the tender and submits its proposal.
- c) **“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.
- d) **“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 Value. The timeline for delivery of products and services will start from the date of issue of Letter of Award.
- e) **“The Contract”** means the agreement entered into between the Employer and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- f) **“The Contractor”** means the individual or firm or OEM supplying the Goods / items and Services under this Contract.
- g) **“The 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.
- h) **“Site Acceptance Test (SAT)”** is a process of testing the contracted services provided by the Bidder at the locations

specified by the Registrar General, High Court of Madhya Pradesh. SAT comprises of Product Acceptance Tests with respect to Technical Specifications and Bill of Materials as specified in this tender, checking the installation, commissioning and integration of sub-components and integration with High Court and acceptance of the Training at the site.

- i) **“Services”** means System Integration, Training and coordinating with the original equipment manufacturer (OEM) for installation, commissioning, system integration and maintenance for proper working of supplied equipments/items etc.
- j) **“NIT”** is the Notice Inviting Tender. It is essentially the Press Notification of the Tender.
- k) **“OEM”** - means Original Equipment Manufacturer.

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. The Bid Documents include:-

- i. Section I Notice Inviting Tender
- ii. Section II Instructions to Bidders
- iii. **Section III *Terms and Conditions for E-Tendering.***
- iv. Section IV General Conditions of Contract
- v. Section V Special Conditions of Contract
- vi. Section VI Scope of work
- vii. Section VII Technical Specifications
- viii. Section VIII Schedule of quantities and formats for Submission of Proposals

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.

2.3 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 by issuing corrigendum / addendum in the website of the High Court.

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 EARNEST MONEY DEPOSIT (EMD):-

2.5.1 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.1,00,000/- (Rupees One Lakh 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.

2.5.2 The EMD of the successful Bidder will be returned when the Bidder has signed the Contract Agreement with the purchaser and has furnished the required Performance Guarantee.

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 sign the contract agreement with the purchaser,

or

(iv) If the Successful Bidder fails to furnish the Performance Guarantee with in the stipulated time.

2.6 BID PRICES:-

2.6.1 The Bidder shall give the pricing as individual and as a total composite price inclusive of all levies & taxes including packing, forwarding, freight and insurance 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 the period of **180 days from the date of last 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 (Joint Venture) 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 shall be summarily rejected and the EMPLOYER shall not entertain any further request/ correspondence in this matter.

2.10 SUBMISSION OF PROPOSALS:-

2.10.1 All physical proposals have to be submitted ONLY in **HARD BOUND (Hard bound implies such binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the**

document) form with all pages sequentially numbered either at the top or at the bottom right corner of each page. It should also have an index giving page wise information of above documents. Incomplete proposal or those received without hard bound will summarily be rejected. **All the Pages and Papers to be signed and sealed by the authorized signatory of the bidder.**

2.10.2 The Bidders are required to fill up and submit the **Section VIII** documents with their proposals.

2.10.3 The proposals shall be submitted in three parts, viz.,

- (a) **Envelope-1:** Containing Earnest Money Deposit (EMD) of **Rs.1,00,000/- (Rupees One Lakh Only)** valid for the period of six months. The envelope should be super scribed as **“Envelope-1: EMD”** at the top left corner of the envelope.
- (b) **Envelope-2:** Pre-qualification Proposal and Technical Proposal super scribed as **“Envelope 2 – Pre-qualification and Technical Proposal”** (Containing duly signed PRE-QUALIFICATION PROPOSAL SUBMISSION FORM as prescribed in Section-VIII, Other required Prequalification documents, clause-by-clause compliance to the technical specifications of the equipments as prescribed in Section-VII, all technical literature, brochures etc.). In the technical proposal, there should not be any indication about the prices (printed or otherwise) of any of the products offered.

2.10.4 All the sealed envelopes should again be placed in a **single sealed cover** super scribed as **“Supply, Installation, Commissioning, Maintenance and Rate Contract of Air Conditioners for the High Court and Subordinate Courts in the State of Madhya Pradesh.” bid from: M/s -----**
-----” “NOT TO BE OPENED BEFORE 11:00 A.M. on 07th December, 2019”, which will be received as time mentioned in the Schedule of Events. The Bid is to be submitted to the

“Inward / Receipt Section of the High Court of M.P., Jabalpur”.

2.10.5 The Bids and all correspondence and documents relating to the bids, shall be written in English language.

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

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 may be rejected and returned unopened to the Bidder.

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

2.13 LOCAL CONDITIONS:-

2.13.1 Each Bidder is expected to fully get 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 bidding 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 ELIGIBILITY/ PRE-QUALIFICATION CRITERIA:-

Bidders that meet **ALL** of the following pre-qualification criteria need only apply.

- 2.15.1 (i) Annual Financial turnover of the bidder during the last 3 financial years, ending **31st March of previous financial year i.e. 2019 or later should be at least Rs. 01Crore.**

"Documentary proof in the form of balance sheet to be submitted for the above."

- 2.15.2 (i) Experience in Supply, Installation, commissioning of equipment's during the last 5 years ending last day of month previous to the month of publication of this tender, should be either of the following:-

- (a) Three similar completed work costing not less than the amount equal to 40% of the estimated cost.

OR

- (b) Two similar completed work costing not less than the amount equal to 50% of the estimated cost.

OR

- (c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Similar works means: Supply, Installation, commissioning and maintenance of **Air Conditioners/ Air Cooling System.**

2.16 SCHEDULE OF EVENTS:-

The tentative dates for the schedule of key events of this tender are given as under:-

Sl. No.	Events	Date
01	Pre-bid meeting date and time	20 th November, 2019 at 11:30 A.M.
02	Last date and time of online submission of proposal.	05 th December, 2019 before 06:00 P.M.
03	Last date and time of tender submission in hardcopy.	06 th December, 2019 before 05:00 P.M.
04	Date and time of opening of technical	07 th December, 2019 at 11:00 A.M.

	Bids.	
05	Date and time of opening of the financial Bids at High Court of Madhya Pradesh, Jabalpur	Date and time of opening of financial bids will be intimated to qualified bidders via e-mail / letter / telephone.

2.17 OPENING OF PROPOSAL:-

The Evaluation Committee or its authorized representative will open the tenders.

2.18 EVALUATION:-

2.18.1 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.

2.18.2 Any time during the process of evaluation, the Purchaser may seek for clarifications from any or all Bidders.

2.18.3 The tender has been invited under two bid system i.e. Technical Bid and Financial Bid (online). The interested agencies are advised to submit separate sealed envelopes super as mentioned above under clause **2.10.3**

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 the second envelope containing Pre-Qualification & Technical Proposal documents shall be opened. At any stage during the evaluation, if the EMD is found invalid, the respective Bidder's bid will be summarily rejected.

Phase-2: Pre-Qualification and Technical Proposal Evaluation: The Bidder shall have to fulfill all the Pre-qualification Criteria. These documents will be scrutinized along with the Technical Proposal in this phase of evaluation. Those bidders who do not fulfill the terms and conditions of Pre-qualification Criteria as specified in this tender or whose Technical Proposal is non-responsive will

not be eligible for further communication. Technical Proposals of the Bidders would be evaluated for the clause-by-clause compliance of the technical specifications as mentioned in the Bid document. Evaluation of Prequalification and Technical Proposal by Registrar General, High Court of Madhya Pradesh shall not be questioned by any of the Bidders. The Purchaser reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time during evaluation process. The proposals shall be opened in presence of their representatives who wish to attend.

Phase-3: Online Financial proposal of only qualified bidders will be opened for further evaluation.

The Commercial Proposal Evaluation will be based on the “individual cost”, which would be the total payouts including all taxes, duties and levies for the supply, installation, commissioning, system integration of equipments and Maintenance cost.

2.19 DECIDING AWARD OF CONTRACT:-

- 2.19.1 The Purchaser reserves the right to ask for a **technical elaboration/clarification** in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening after opening of the proposals. The Bidder has to present the required information to the Registrar General, High Court of Madhya Pradesh and its appointed representative on the date asked for, at no cost to the Purchaser.
- 2.19.2 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.

- 2.19.3 The Purchaser will notify the Successful Bidder on its intention to award the work through “**Letter of Award/ acceptance**” mentioning the total Contract Value. The timeline for delivery of products and services will start from the date of issue of Letter of Award.
- 2.19.4 The Purchaser will subsequently send the Successful Bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 2.19.5 As soon as practically possible, following receipt of the Form of Contract Agreement, the successful Bidder shall sign and date the Form of Contract Agreement and return it to the Purchaser. This is deemed as the “Contract” or “Contract Agreement” defined elsewhere in this tender document.
- 2.19.6 The Registrar General, High Court of Madhya Pradesh, Jabalpur may award the entire contract to a single firm or to multiple firms depending upon rates available with the bid.

2.20 GENERAL INSTRUCTIONS TO THE BIDDERS:-

- 2.20.1 The cost of preparing the proposal, cost involved for the technical presentation and of visit to the High Court of Madhya Pradesh is not reimbursable.
- 2.20.2 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.
- 2.20.3 **Successful bidder must ensure his establishment in India and in the State of Madhya Pradesh at High Court Level or State Capital for post-installation**

services and support of Supply, Installation, Commissioning, Maintenance and Rate Contract of Air Conditioners.

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

2.21 CONFIDENTIALITY:-

2.21.1 The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.

2.21.3 At all times during the performance of the Services, the Bidder shall abide by all applicable High Court of Madhya Pradesh security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

2.21.4 The Bidder should not disclose to any other party and keep confidential the terms and conditions of this tender, any amendment hereof, and any Attachment or Annexure hereof.

2.21.5 The obligations of confidentiality under this section shall survive rejection/termination/expiry of the contract for a **period of five years.**

Section – III

3. Terms and Conditions for e-Tendering:-

- 3.1 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.
- 3.2 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.
- 3.3 Service and gateway charges shall be borne by the bidders.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 Bidders are requested to visit our e-tendering website regularly for any clarification and / or due date extension.
- 3.8 Bidder must positively complete online e-tendering procedure at **www.mptenders.gov.in**
- 3.9 Department shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever.
- 3.10 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.
- 3.11 Interested bidders may attend the free training programme in Bhopal at their own cost. For further query please contact help desk.
- 3.12 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.
- 3.13 **The firms registered under NSIC are exempted for submission of tender fees and EMD. But they have to enclose valid documents in this regard.**

Section – IV

4 GENERAL CONDITIONS OF THE CONTRACT (GCC):-

4.1 GENERAL:-

The Products/equipments supplied under this contract shall conform to the Technical Specifications given in this tender under **Section VII**.

4.2 PERFORMANCE GUARANTEE:-

4.2.1 The Successful Bidder will be required to furnish performance guarantee in the form of unconditional Bank Guarantee issued by a Nationalized / Scheduled Bank in India equivalent to 10% of the Contract Value valid for a period of **62 months** within **30 days from the date of issue of Letter of Award / acceptance**.

4.2.2 BANK GUARANTEE:-

The Bank Guarantee issued by following banks would be accepted. SBI or its subsidiaries, any Indian Nationalized Bank/Scheduled Bank, Export Import Bank of India, a foreign bank (issued by a branch outside India) with counter guarantee from SBI or its subsidiaries or any Indian Nationalized Bank, and any scheduled commercial bank approved by RBI having a net worth of not less than Rs.500 Crores as per the latest annual report of the bank.

4.2.3 The Performance Guarantee shall be as per the format approved by the Registrar General, High Court of M.P., Jabalpur.

4.2.4 The Performance Guarantee shall be payable to the Purchaser as a compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract. The Purchaser will discharge the Performance Guarantee after completion of the Bidder's performance obligations, including any warranty obligations, under the contract.

4.3 DELIVERY OF MATERIALS AND RELATED DOCUMENTATION:-

- 4.3.1 Delivery, Installation and Commissioning of the materials along with the related documents as per the tender document and technical specification section **(Section VII)** are the responsibility of the Bidder.
- 4.3.2 The Successful Bidder shall ensure that all Products/equipment is supplied within the Implementation schedule mentioned in the tender document under Section V.
- 4.3.3 The Successful Bidder shall submit all the accessories and any other relevant documentation related to the supplied products to the Purchaser along with the supplied products/equipments.

4.4 WARRANTY:-

- 4.4.1 The Bidder is required to provide on-site comprehensive warranty valid for 60 months for all supplied Air conditioners from the date of installation.
- 4.4.2 The Bidder shall warrant that all the equipment supplied under the contract is newly manufactured and shall have no defect arising out of design, materials or workmanship or from any act or omission of the Bidder that may develop under normal use of the supplied equipments in the conditions prevailing across the country.
- 4.4.3 The Bidder shall warrant that the services provided under the contract shall be as per the Warranty Service Level Requirements given under **Section-VI**. During the warranty, the Bidder shall perform all the functions as enunciated in Section-VI at no extra cost to the Purchaser. All the penalty clauses shall be applicable during the period of warranty in case of failure on part of Bidder. The terms and conditions for Warranty are given in **Section-VI**.

- 4.4.4 The bidder shall quote for **comprehensive On-Site warranty and support for FIVE years**, which shall become effective after the Final Acceptance Sign-off. The cost, including visits of the engineers etc. shall be quoted as part of the individual equipment prices. No separate charges shall be paid for visit of engineers or attending to faults and repairs or supply of spare parts.
- 4.4.5 The Registrar General, High Court of Madhya Pradesh shall promptly notify the Bidder about any claims arising under this warranty. Upon receipt of such notice, the Bidder shall repair / replace / reconfigure / re-provisions the defective equipments or service. Replacement under warranty clause shall be made by the Successful Bidder free of all charges at site including freight, insurance and other incidental charges.
- 4.4.6 **The Bidder shall, at the time of submitting the bid submit the Technical Proposal specifying how the Bidder proposes to carry out repair under Warranty. The Bidder shall also indicate what spares will be kept for immediate replacement. The infrastructure planned to be created by the Bidder to fulfill his obligations under Warranty and his action plan to deal with the various situations arising out of faults shall be clearly indicated.**
- 4.4.7 If the Bidder, having been notified, fails to remedy the defect(s) within the period specified in the Service Level Agreement, the Registrar General, High Court of Madhya Pradesh may proceed to take such remedial action as may be necessary at the Bidder's risk and expense and without prejudice to any other rights, which Registrar General, High Court of Madhya Pradesh may have against the Bidder under the contract.

4.5 PAYMENT TERMS:-

4.5.1 For the supply, installation, commissioning, testing and warranty maintenance of all items for the period of 60 months:-

Payments will be made in **Indian Rupees only**

4.5.1.1 80% of total price against delivery of the equipments at the site after submitting the duly verified delivery challan of the site / locations certified by the Office of District and Session Judge of District Courts as mentioned under scope of work in the tender document.

4.5.1.2 20% of total price against successful installation and getting Sign-off from all the District Courts as mentioned under scope of work in the tender document .

4.6 PRICES:-

The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to adjustment. **The rate shall be valid for the period of one year from the date of agreement.** The High Court reserves the right to place the orders for additional quantities as and when required during the period of contract . However on introduction of new taxes / duties , the rates of the quoted items shall be change in same proportionate.

4.7 PURCHASER'S RIGHTS:-

4.7.1 *The Purchaser reserves the right to make changes within the scope of the work and Contract and configuration of items at any point of time.*

4.7.2 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the

affected bidder or bidders on the grounds of purchaser's action.

4.8 TIME SCHEDULE TO COMPLETE THE CONTRACT:-

4.8.1 The successful bidder shall complete the assignment within **45 days from the date of issue of Letter of Acceptance / Letter of Intent or earlier.**

4.8.2 In case the purchase order is received directly from the District Court then the period of supply and installation will be 30 days.

4.8.3 The Successful Bidder shall ensure that the delivery of Products/ equipment and/or the delivery of the services are in accordance with the time schedules specified in tender documents. In case of any deviation from the schedule, the Purchaser reserves the right to either cancel the Contract and/or recover Liquidated Damage charges.

4.8.4 The Successful Bidder, if faced with problems in timely delivery of services, which have dependencies on the Service Provider and/or the Purchaser, which are beyond their control at any time before the Final Acceptance Signoff, shall immediately inform the Purchaser 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.

4.8.5 Any delay by the Successful Bidder in the delivery of Products/ equipment and/or the services will make the Successful Bidder liable to any or all of the following:

- i. Forfeiture of Performance Bank Guarantee
- ii. Imposition of Liquidated Damage charges
- iii. Termination of the contract for default.
- iv. Blacklisting of the vendor.

4.9 LIQUIDATED DAMAGES (LD):-

If the Bidder fails to deliver any or all of the equipment or to perform the services within the time period(s) as mentioned in tender document. 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, Registrar General, High Court of Madhya Pradesh may consider termination of the contract.

4.10 FORCE MAJEURE:-

4.10.1 Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, Acts of God or any governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.

4.10.2 If a Force Majeure arises, the Bidder shall promptly notify the Registrar General, High Court of Madhya Pradesh in writing of such condition and the cause thereof. Unless otherwise directed by the Registrar General, High Court of Madhya Pradesh the Bidder shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

4.11 TERMINATION:-

- 4.11.1 Termination on expiry of the CONTRACT: The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the Registrar General, High Court of Madhya Pradesh has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.
- 4.11.2 Termination on account of Force Majeure: Either party shall have the right to terminate the Contract on account of Force Majeure.
- 4.11.3 Termination on account of insolvency: In the event the Successful Bidder at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Registrar General, High Court of Madhya Pradesh shall, by a notice in writing have the right to terminate the Contract and all the Successful Bidder's rights and privileges hereunder, shall stand terminated forthwith.
- 4.11.4 Termination for breach of contract: A breach by the Successful Bidder of its obligations hereunder and such breach not being rectified by the Successful Bidder within 30 days of receipt of the Purchaser's notice intimating such breach. Upon termination, the Successful Bidder shall surrender all the data and materials belonging to the Purchaser.
- 4.11.5 Termination for delay: Successful Bidder shall be required to perform all activities/services as per tender document If the Successful Bidder fails to do so, the Contract may be terminated by the Registrar General, High Court of Madhya Pradesh by giving 30 days written notice unless the Registrar General, High Court of Madhya Pradesh has extended the period with levy of Liquidated Damages, as per conditions of the tender.

4.11.6 The Registrar General, High Court of Madhya Pradesh may at any time terminate the Contract by giving 30 days notice without assigning any reason.

4.11.7 Consequences of termination: In all cases of termination herein set forth, the obligation of the Registrar General, High Court of Madhya Pradesh to pay shall be limited to the period upto the date of effective termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or forbearance after such termination.

4.11.8 In case of termination of Contract herein conditions of the tender document the Contractor shall be put on holiday [*i.e. neither any enquiry will be issued to the party by the Registrar General, High Court of Madhya Pradesh against any type of tender nor their offer will be considered by the Registrar General, High Court of Madhya Pradesh against any ongoing tender(s) where contract between the Registrar General, High Court of Madhya Pradesh and that particular Contractor (as a bidder) has not been finalized*] for two years from the date of termination by the Registrar General, High Court of Madhya Pradesh to such Contractor.

4.12 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 Registrar General, High Court of Madhya Pradesh or his nominee. The sole arbitrator will be appointed by Hon'ble the Chief Justice, High Court of M.P. and the decision of the Arbitrator shall be final and binding on the parties. The arbitration shall be in Jabalpur and

the Arbitrator shall give his award in accordance with “***The Arbitration and Conciliation Act, 1996***”.

4.13 GOVERNING LAWS AND JURISDICTION:-

The Agreement shall be governed by the laws in force in India. Any dispute arising in relation to the Agreement shall be subject to the Jurisdiction of the Court at Jabalpur.

Section – V

5. SPECIAL CONDITIONS OF THE CONTRACT (SCC):-

5.1 GENERAL:-

The conditions given in this Section V, supplement the “Instructions to the Bidders” given in Section II & “GCC” given in Section IV and in case of any conflict, the conditions given herein shall prevail over those in Sections II and IV.

5.2 EQUIPMENTS AND SUPPORTING ACCESSORIES:-

All the equipments / system and related accessories to be supplied shall conform to the relevant technical specifications as mentioned in Section VII of this document.

5.3 SITE ACCEPTANCE TESTS (SAT):-

5.3.1 The Purchaser shall carry out the entire test detailed in the Acceptance test schedule to be furnished by the Contractor to confirm that the performance of the Air conditioner to the entire installation satisfaction and the specification requirements. The Purchaser reserves the right to include any other tests which in his opinion is necessary to ensure that the equipment meets the specifications.

5.3.2 The Purchaser reserves the right to ask for modifications/additions to the Site Acceptance Test Procedure at any point of time till the Site Acceptance signoff at each location.

5.3.3 The Site Acceptance Tests shall cover the intended functioning of the equipments with proper integration with other sub components.

5.3.4 The contractor shall carry out the Site Acceptance Tests in the presence and supervision of the Purchaser or its designated Officer / agency at the site. The contractor, at its own cost,

shall provide the testing equipment/instruments necessary for performing and demonstrating the Site Acceptance Tests.

5.3.5 The Purchaser or its appointed testing authority shall supervise the tests at each site, as described in the Site Acceptance Test Procedure and performed by the contractor to confirm that the complete solution at each site satisfies the requirement of specifications including the service performance.

5.3.6 The contractor shall rectify all deficiencies immediately, if found, in the performance of the system as per the requirement during the Site Acceptance Tests, at no cost to High Court of Madhya Pradesh, Jabalpur.

5.3.7 Any components or parts failing during the acceptance tests shall be replaced free of cost by the Contractor. These replacements shall not be made out of spares supplied by the Contractor as part of supplies under this Contract. This shall also not entitle the contractor to any extension of completion time.

5.3.8 The cost of all test and / or analysis shall be fully borne by the contractor. Material put up for inspection shall be those to be supplied and in quantities laid down in the Schedule of Quantities. Any variation shall require the prior approval of the Purchaser before the material is manufactured/ offered for inspection.

5.3.9 All material brought to site shall be permitted to be installed only after inspection and acceptance by the Purchaser.

5.3.10 The completed installation at all stages shall be subjected to checks and tests as decided by Purchaser. The contractor shall be liable to remedy all of such defects as discovered during these checks and test and make good all deficiencies brought out. The complete installation shall be taken over finally on successful commissioning in entirety.

5.4 CONSIGNEE AND SECURITY OF MATERIAL:-

Security of all material at the site where the work is in progress shall be the contractor's responsibility and he shall arrange to guard the same from theft/pilferage/vandalism. In the event of any loss the contractor shall be responsible for the same. Any stores lost, prior to formally taking over by the Purchaser, shall be made good by the contractor at no cost to the Purchaser.

Section – VI

6 SCOPE OF WORK:-

6.1 The Registrar General, High Court of Madhya Pradesh Jabalpur is interested to assign the task for ***Supply, Installation, Commissioning, Maintenance and Rate Contract of Air Conditioners for the High Court and Subordinate Courts in the State of Madhya Pradesh*** as per the list mentioned in the tender document .

6.2 SUPPLY:-

Supply of Air conditioners, wires and cable for connection, etc. as per requirement of High Court and Subordinate Courts in the State of Madhya Pradesh.

6.3 INSTALLATION & WIRING:-

Installation & wiring of all Air Conditioners, components and accessories.

6.4 INSTALLATION PRACTICE AND METHOD OF WORK:-

6.4.1 The work shall be executed to the highest standards using best quality material. The system design shall use state-of-the art techniques/tools. The contractor shall ensure that the entire specification is complied with the technical specifications. It shall be the responsibility of the contractor to demonstrate compliance of technical as well as functional specifications. Meeting individual requirements shall not be deemed as meeting the overall efficient functioning of the total system.

6.4.2 The completed installation shall be subject to checks at all stages and tests as prescribed in the bid or as deemed necessary by the Registrar General. The same shall be done by the Purchaser and the contractor shall be liable to rectify such defects as brought out by the Purchaser during these

checks and tests and make good all deficiencies at his own cost.

6.5 COMPREHENSIVE WARRANTY:-

The contractor will be required to maintain the installed systems for the period of **FIVE years after the taking-over certificate / installation certificate.**

6.6 WARRANTY TERMS AND CONDITIONS:-

- 6.6.1 The Contractor shall be solely responsible for the maintenance, repair of the whole equipments / items supplied and integrated and the Registrar General; High Court of Madhya Pradesh shall not be liable to interact with any of the partners/ collaborators of the Contractor.
- 6.6.2 The Contractor shall have adequate Technical Support Center to meet the criteria for fault restoration/faulty unit repair times as mentioned in the Section-VI. The Contractor shall furnish the names, locations, complete postal address, telephone numbers and FAX numbers of all Technical support Centers at the time of signing the Contract.
- 6.6.3 The Contractor shall also provide the name of alternate contact person or Technical Support Center with address & telephone / fax numbers / E-mail which may be contacted by the Registrar General, High Court of Madhya Pradesh or its authorized Officer / staff for support in case of no response/poor response from the designated Technical support center. This however shall not preclude from imposing the penalties, if any, as applicable as per the terms & conditions of this tender.
- 6.6.4 Any change in Address, Phone number, FAX Number, e-mail etc., shall have to be intimated in writing by the Contractor to the Registrar General, High Court of Madhya Pradesh, Jabalpur

6.6.5 The Contractor shall ensure that all the Technical support centers are manned by fully competent and responsible Engineers and are capable of attending faults / supporting their engineers at the High Court of Madhya Pradesh and Subordinate Courts.

6.7 WARRANTY SERVICE LEVEL REQUIREMENTS – SLA:-

6.7.1 Service Hours:-

The Service window for all the equipments would be 24x7x365.

6.7.2 Scheduled Downtime:

(a) The preventive maintenance would be carried out with a minimum advance notice of 24 hours in writing and subsequent acceptance of the same by Registrar General, High Court of Madhya Pradesh or officer who will execute the contract.

6.7.3 Mean Time To Resolve / solve the problem (MTTR):-

(a) MTTR is defined as the arithmetic average of the time taken to attend to resolve the issues logged over a defined period of time.

(b) The Severity Levels for measuring MTTR are provided in the following table:-

S. No.	Severity Level
1.	High
2.	Low

6.7.4 The various Service Level Requirements and related penalties for default are given below:-

Parameter	Details	Measurement Criteria	Penalties per day of delay / per fault / per occasion
<i>Mean time to resolve (MTTR)</i>	<i>(i) Within 24 Hours from the call logging time – for all High Severity events (ii) Within 48 hours from the time of attending the problem for all</i>	<i>Calculation of fault duration per instance based on Fault Docket</i>	<i>(i) For High Severity events, Rs. 500/-. (ii) For Low Severity events, Rs. 200/- Delay will be counted in steps of one hour.</i>

	Low severity events		
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6.7.4.1 The Successful Bidder needs to maintain the Service Levels as follows:

(a) 99% of the times for the MTTR of High Severity Events

(b) 95% of the times for the MTTR of Low Severity Events

6.7.4.2 The penalty will be applicable on per fault basis even if there is a commonality of fault at any point causing full or part failure of services.

6.7.4.3 After the expiry of warranty, it shall be optional for Registrar General, High Court of Madhya Pradesh not to enter the contract further with the contractor. If Registrar General, High Court of Madhya Pradesh is not satisfied with the performance of the Contractor during Warranty it reserves the right to terminate the same during its currency, after **giving a notice** to the Contractor.

6.7.4.4 The Contractor has to maintain adequate spares for maintaining the SLA (Service Level Agreement) parameters as mentioned below. Any cost involved to meet the service level requirements specified above is to be borne by the Bidder.

6.7.4.5 In case the Service Level Requirements are violated continuously for a period of three months, the Purchaser reserves the right to terminate the Contract by giving a notice to the Successful Bidder.

6.7.4.6 The preventive maintenance of all the installed Air conditioners to be carried on six month basis during the warranty period and the report is to be submitted to the Registrar General, High Court of Madhya Pradesh.

Section – VII

7. TECHNICAL SPECIFICATIONS:-

All the products/equipment/items supplied should be quoted with:

- (i) Five years comprehensive Onsite Warranty and support on all supplied items/ products.
- (ii) All the necessary and required cables and other accessories.
- (iii) Enclose all product catalogues and technical **brochures of the products / items along with MANUFACTURER AUTHORIZATION FORM (MAF) addressed to the "Registrar General, High Court of Madhya Pradesh", Jabalpur (M.P.)**
- (iv) **The Original equipment manufacturer can authorize more than one partner for participation in the bid.**

S.No.	Parameter	Minimum specification required	Technical compliance Yes / No
1	Product certification	ISO 9001 and 14001 certified	
2	Type	Wall Mount split type	
3	Nominal Cooling Capacity [Ton/(Kcal/hr)]	2.0/6000 Ton/(Kcal/hr) or better	
4	Filters	Active dust, Active carbon, Nano Silver etc. or equivalent or better.	
5	Tube	Copper tube is required in the AC.	
6	Indoor unit	LED display, Self diagnosis, Auto restart etc.	
7	Remote	Sleep mode, Turbo, swing, LCD display, lock, timer etc.	
8	Coil Material	CU (Copper)	
9	Air vent	Auto	
10	Moisture removal	Yes Required	
11	New BEE Star ratings	5 Star rating under new guidelines of year 2018/2019	
12	Minimum 5 Meters of Copper Pipe for Installation and Commissioning.	Yes Required	
13	Eco Friendly Refrigerant	Refrigerant gas: R290. Environment friendly - no ozone depletion potential and very low global warming potential	

- Note:-1. Please submit the product catalogue / brochure.**
- 2. The bidder has to give the details , if there is any deviation in the Data sheet. The bidder may quote better / higher specifications.**

Section – VIII

Detail Break up of Cost*

Name of the Bidder:

A .Purchase of Air-Conditioner

S. No.	Item Description	Make and Model	Unit Price (Rs.)	GST (Rs.) as applicable	Any Other Tax/duty	Total Unit Price (All inclusive) with 05 on-site warranty	* Approximately number of items	Total Cost
01	02	03	04	05	06	07= (04+05+06)	08	09 = 07x08
1.	Air Conditioners of 2 Ton Capacity having new 5 stars rating (2018/2019)						50	
2.	Electronic Voltage Stabilizer of reputed make with voltage display and auto cut off facility of reputed make (ISO certified: 9001 and 14001) for running minimum 2 ton capacity.						50	
3.	Rate per meter of Copper Pipe for Installation and commissioning (if required after use of 5 meter copper pipe depending upon site condition).						Per running meter	
Total Value in Rupees								

Total Bid Price in Rs. _____

In words _____

Signature of Bidder with seal _____

Name _____

Business address _____

Note (1): The quantities mentioned above are indicative only. The Registrar General, High Court of Madhya Pradesh reserves the right to change the quantities and the configuration of items mentioned above without assigning any reason thereof.

Form: PQ-1

Techno-commercial Bid

S. No.	Description	Indicate also page number where clearly the document 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, GST Registration and Copy of previous 3 Financial Year's Income tax return(ITR).	
6.	Valid ISO Certificate of products (Please attach copy) i.e. ISO 9001 and ISO 14001	
7.	Latest GST Tax Return (Please attach copy).	
8.	Experience Certificates / details of last 5 years in providing services / supply in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies/Reputed Private organizations. (Please attach copy)	
9.	Manufacturer Authorization Form / letter to sale the quoted product of this tender	
10.	Details of Bid Security/Earnest Money Deposit: a) Amount: b) Reference No. : c) Date of issue and other details:	
11.	Online Tender Fees details:- a) Amount: b) Reference No. : c) Date:	

Form: PQ-2

BIDDER'S ANNUAL TURNOVER

_____ (Location)

_____ (Date)

From (Name & Address of the Auditor)

To

The Registrar General,
High Court of Madhya Pradesh,
Jabalpur

Ref.: _____

Dear Sir/Madam,

We hereby certify that the average annual turnover of M/s.
_____ (name of the bidder) is not less than Rs. **01**
Crore during the last three financial years.

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

Yours Sincerely,

(Signature of Authorized Auditor)

Name of the Authorized Auditor:

Seal:

Form: PQ-3

SIMILAR WORK EXPERIENCE

_____ (Location)
_____ (Date)

From (Name & Address of the Bidder)

_____ To,

_____ The Registrar General,
_____ High Court of Madhya Pradesh,
_____ Jabalpur

Subject:- Supply, Installation, Commissioning and Maintenance of Air Conditioners for Subordinate Courts in the State of Madhya Pradesh.

Ref.: _____

1. We hereby declare and confirm that we, _____ (Name of the Bidder), having registered office at _____ (address) have successfully executed following projects. We are providing the details below: (Note: add rows as required).

Sl. No.	Name of the client organization	Purchase Order (P.O) No. & Date of issue of P.O.	Project Value	Brief Scope of Work	Whether the copies of the purchase orders / contracts from the client as required, is attached?	
					Yes/No	Pg. No. on the Proposal

Yours Sincerely,

(Signature of Authorized Signatory)

Name and Designation of the Authorized Signatory:

Name and address of the Bidder Company:

Seal:

Note:-Please clearly indicate the page numbers with documents.

Seal and Signature of the Bidder

Annexure - 1

Clause by Clause compliance statement on the technical specification as prescribed in the section VII of this document.

Sl. No.	Clause no.	Complied / Not complied

Annexure - 2

DEVIATION STATEMENT FORMAT

The Bidder is required to provide the details of the deviations of the tender clauses **(in any section of the tender)** in the following format.

Sl. No.	Section No.	Clause No	Clause Description	Non Compliance/ Partial Compliance	Remarks

PART – I

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 contract and specifications in the tender document and annexure, the receipt of which is hereby duly acknowledged, we, undersigned, offer to Supply, Installation, Commissioning and Maintenance of Air Conditioners for the sum shown in the schedule of prices attached herewith and made part of this Bid.
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 10% of the purchase / contract value.
4. We agree to abide by this Bid for a period of 150 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 2019

Name and Signature

In the capacity of

**Duly authorized to sign the bid
for and on behalf of**

Witness

Address

Signature

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 material / items 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.
6. We will meet 100% Confidentiality and Integrity of High Court.

Authorized Signatory

(Seal of the Company)

PLACE OF DELIVERY AND INSTALLATION

“ANNEXURE – A”
High Court of M.P. Principal Seat at Jabalpur and its Bench at Indore and Gwalior.
All District Courts and Tehsil Courts in the State of Madhya Pradesh.