

HIGH COURT OF MADHYA PRADESH:JABALPUR

SHORT NOTICE TENDER

(SECOND CALL)

NIT No.:-Reg(IT) (SA) /2020/977

Dated : 25-07-2020

**Tender Form
For**

**Supply of Toners and Cartridges for District Judiciary in the State of
Madhya Pradesh**

- **Bid Submission online:10th August , 2020 before 06:00 p.m**
- **Bid Submission in hardcopy: 11th August, 2020 before by 05:00 p.m. (The submission of hardcopy of the tender document is made optional on account of COVID-19).**
- **Bid opening date: 13th August, 2020 at 11:00.a.m**

Name & Address of the Tenderer:- -----

Seal & Signature of the issuing authority

HIGH COURT OF MADHYA PRADESH : JABALPUR

No: Reg (IT)(SA)/2020/977

Date : 25-07-2020

TENDER FOR SUPPLY OF TONERS & CARTIDGES

NOTICE INVITING SHORT TENDER

The Registrar General, High Court of M.P., Jabalpur invites sealed tenders for supply of Toners & Cartridges for District Judiciary in the State of M.P. from the manufacturer (OEM) or their authorized dealers or service providers.

1.0 DETAILS OF THE BID:-

S. No.	Estimate Project Cost	EMD (In 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)
1.	1 crore approx	2.5 Lakh	10,000/-	10 th August, 2020 before 06:00 P.M.	11 th August, 2020 before 05:00 P.M.	13 th August, 2020 at 11:00 A.M.

- a. *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.10,000/- and Processing Fee, as applicable . The tender document is also available in website <http://www.mphc.gov.in> for reference.*
- b. *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 **11th August, 2020 at 5:00 P.M. (The submission of hardcopy of the tender document is made optional on account of COVID-19).***
- c. *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.*
- d. **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.

Registrar General
High Court of M.P., Jabalpur

2.0 GENERAL CONDITIONS OF THE TENDER:

- 2.1 The proposal should be submitted along with online application fee of Rs.10,000/- (Rupees Ten Thousand only) and Earnest Money Deposit (EMD) of Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand only) in the form of online mode through e-procurement tender portal www.mptenders.gov.in in favour of “Registrar General, High Court of Madhya Pradesh, Jabalpur”. The Bid submitted without EMD and/or the application fee shall be summarily rejected.
- 2.2 **Submission of tender: The sealed envelope**, duly marked as ***‘Tender for supply of Toners and Cartridges for District Judiciary in the State of Madhya Pradesh’***, Should contain the following documents (signed by the authorised signatory of the bidder, with seal, on each page of each document, except un-amended printed literature) to establish the Bidder’s eligibility to the bid & his qualification to perform the contract if his bid is accepted:
- a. Details of **‘Earnest Money Deposit’** furnished in accordance with the clause above.
 - b. The bid document, signed on each page by the authorized signatory of the bidder.
 - c. Copy of PAN Card, Copy of previous 3 Financial Year’s Income tax return (ITR) Year 17-18, 18-19 & 19-20.
 - d. GST Registration No. (Please attach copy).
 - e. Latest GST Return (Please attach copy).
 - f. Experience Certificates / details of last 03 years in providing services / supply of Toner Cartridge in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies/Reputed Private organizations. (Please attach copy)
 - g. **Annexure-A**, duly filled and signed by the authorized signatory of the bidder.
 - h. Any other document (s) required as per tender conditions.
 - i. **The sealed envelope** should contain all the above required documents, having name/address/seal of the bidder on the envelope. The bid should be addressed to **“Registrar General, High Court of M.P., Jabalpur”**.

- 2.3 All the sealed envelopes should again be placed in a single sealed cover superscribed as ***'Tender for supply of Toners and Cartridges for District Judiciary in the State of Madhya Pradesh'***, bid from: M/s -----" **"NOT TO BE OPENED BEFORE 11:00 A.M. on 13th August, 2020"**, 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"**.
- 2.4 The bid must remain valid for 150 days from the date opening of bid. A bid valid for shorter period may be summarily rejected.
- 3. DETAILED TERMS AND CONDITIONS OF THE TENDER:**
- 3.1 The rates shall be inclusive of all the duties, taxes and charges. The prices should be quoted accordingly with clear details. The vendor shall be responsible for any discrepancy in mentioning the details.
- 3.2 **Evaluation of bids:** Evaluation of bids will be done as a package.
- 3.3 **Forfeiture of EMD:** In case the successful bidder fails to submit the required documents at the time of agreement or does not turn up for agreement, the EMD of the bidder shall be forfeited and the tender approval shall be cancelled. Thereafter, next successive bidder will be considered.
- 3.4 The successful bidder will have to sign contract agreement within 07 days after the acceptance of tender/work order/ order.
- 3.5 In the event of any breach of any terms and conditions or delay or default, the contract will be terminated and the EMD will be forfeited by the High Court of M.P., Jabalpur. The decision regarding due performance of terms and condition of the Registrar General shall be final.
- 3.6 The vendor will be required to deliver the toners and cartridges within 96 hours from the date of receipt of purchase order.
- 3.7 The person appointed as single point of contact responsible for delivery of toners and cartridges shall be available on all working during office hours.
- 3.8 Conditional tenders in modification to the terms and conditions given in this document are liable to be rejected.

4. PRICES

- 4.1 Prices charged by the supplier for toners and cartridges and services performed under the contract shall not be higher than the prices quoted by the Supplier in his Bid.
- 4.2 In the case of revision of Statutory Levies/Taxes during the finalization period of tender, the High Court of M.P., Jabalpur the price of toner and cartridges shall change in same proportionate .
- 4.3 Prices once approved will remain valid during the scheduled delivery period except in case of any increase / decrease in Taxes and Duties.
- 4.4 Any increase in taxes and other statutory duties/levies after the approval of Rates shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier.

5. CONTRACT

- 5.1 Validity of the rates approved by the purchaser shall be for the period of one year from the date of contract.
- 5.2 The contract can be extended for another period of one year at the approved rates on mutual agreement.

5.5 The quantity of number of toners is approximate and may be increased or decreased depending on usage of Toners at High Court and District Courts in the State of Madhya Pradesh .No revision of rates will be permitted on the basis of actual supply.

6. DELIVERY PERIOD, PENALTY AND RISK & COST

- 6.1 The supply of toners against purchase order will have to be completed within 96 hours from the date of receipt of purchase order. Failure to this shall make the supplier liable to a penalty @ Rs. 200/- per day per event.
- 6.2 In case of failure of supply of the toners and cartridges as per terms and conditions of the agreement or delays in supply, the concerned District and Sessions Judge shall have right to purchase the material from open market at the risk and cost of the supplier/vendor, without any tender/quotation formalities, in addition to the imposition of the penalties.
- 6.3 Any excess expenditure incurred on purchasing the material from the market shall be recovered from the bills or the security deposit/EMD of the supplier/contractor.

7. CONSIGNEE & INSPECTION

- 7.1 Consignee will be District Judges of concerned Districts (Detailed list of District Courts is enclosed) who has placed the purchase order.
- 7.2 Supplier shall submit separate bills (duly pre-receipted) against purchase order in triplicate to the consignee.
- 7.3 After inspection & testing of the material by the Inspection team, nominated by concerned District Judge for the purpose, Inspection & Testing certificate shall be issued.

8. VENDOR'S RESPONSIBILITIES

- 8.1 The vendor shall supply the toners and cartridges as per requirement of the High Court.
- 8.2 It shall be responsibility of vendor to check that no toner and cartridges found to have leakage or break, if any cartridges or toners found to be leaked or malfunctioning the same to be replaced immediately at no extra cost.

9. PAYMENT TERMS

- 9.1 Payment of the goods supplied under purchase order will be paid on receipt of complete consignment of toners and cartridges. The payment will be made by the concerned District Court on production of following:-
 - a. Invoice in triplicate, duly pre-receipted
 - b. Delivery Challan duly signed by the consignee

10. RIGHTS OF THE REGISTRAR GENERAL, HIGH COURT OF M.P., JABALPUR:

- 10.1 Registrar General, High Court of M.P. reserves the right to accept or reject any or all the tenders in part or full, without assigning any reason whatsoever.
- 10.2 Registrar General, High Court of M.P. is not bound to accept the lowest Tender.
- 10.3 Registrar General, High Court of M.P. reserves the right, to award the work to one or more bidders.
- 10.4 Registrar General, High Court of M.P. reserves the right to terminate the contract at any time by giving an intimation in writing without assigning any reason thereof.
- 10.5 In case of violation of terms and conditions of the contract or unsatisfactory supply of material, Registrar General, High Court of

M.P. reserves the right to terminate the contract by giving intimation to the supplier/contractor and forfeit the security deposit/EMD.

10.6 Bidder must acknowledge that he has understood all the terms and conditions mentioned in the Tender document and sign on each page of Tender document in acknowledgement of this.

10.7 The Registrar General, High Court of Madhya Pradesh, Jabalpur reserves the right to vary, amend or alter any terms and conditions of the Tender Document at the time of execution of the Contract.

11. FORCE MAJEURE:-

11.1 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.

11.2 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.

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***".

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.

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

**REGISTRAR GENERAL
HIGH COURT OF M.P.,
JABALPUR**

Name:

Capacity in which signed:

Date:

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 annexures, the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver the toners and cartridges 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. 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.
4. 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.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
6. 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 2020

Name and Signature

In the capacity of

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

Witness

Address

Signature

**PART - II
PRICE SCHEDULE**

S. No.	Item Description	Make and model	Unit Price (Rs.)	GST	Total Unit Price (all inclusive) (Rs.)	*Approximately number of Items*/Rate Contract	Total Cost
01	02	03	04	05	06	07	08 = 06x07
1.	Black CRTG Return, B2236, MB2236 for Lexmark printer	Make: Lexmark, Model:B2236DW				3400/Rate Contract	
2.	Black CRTG High Return, B2236, MB2236	Make: Lexmark, Model:B2236DW				Unit Rate / Rate Contract	
3.	Black CRTG Extra Return, B2236, MB2236	Make: Lexmark, Model:B2236DW				Unit Rate / Rate Contract	
4.	Imaging Unit (if required)	As per requirement.				Unit Rate / Rate Contract	
Total Price in Rupees.....							

Annexure - A

PROFILE OF THE BIDDER

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, Copy of previous 3 Financial Year's Income tax return (ITR) Year17-18, 18-19 & 19-20.	
6.	GST Registration No. (Please attach copy).	
7.	Latest GST Return (Please attach copy).	
8.	Experience Certificates / details of last 3 years in providing services / supply of toner cartridge in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies/Reputed Private organizations. (Please attach copy)	
9.	Details of Bid Security/Earnest Money Deposit: 1) Amount: Rs...../- 2) Reference No. :	
10.	Online Tender Fees details 1) Amount:/- 2) Reference No. :	

Signature of Bidder

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach High Court before the date/time of bid opening)

To

The Registrar General,
High Court of M.P.,
Jabalpur

Subject : Authorization for attending bid opening on
_____ in the Tender of
_____.

Following person is hereby authorized to attend the bid opening for
the tender mentioned above on behalf of
_____ (Bidder) in order of
preference given below.

Order of Preference	Name
Specimen Signatures	

I.

Alternate
Representative

I.

Signatures of bidder

Or
Officer authorized to sign the Bid
Documents on behalf of the Bidder.

Note :-

1. Maximum one representative will be permitted to attend bid opening. First preference will be allowed. Alternate representative will be permitted when first preference representative is unable to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

Terms and Conditions for e-Tendering:-

1. For participation in e-tendering module, it is mandatory for prospective bidders to get registration on website **<https://mptenders.gov.in/>**. Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
2. Tender documents can be purchased *only online* on payment of tender fees and downloaded from website **<https://mptenders.gov.in/>** by making online payment for the tender document fee.
3. Service and gateway charges shall be borne by the bidders.
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.
5. For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website <https://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.
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.
7. Bidders are requested to visit our e-tendering website regularly for any clarification and / or due date extension.
8. Bidder must positively complete online e-tendering procedure at **<https://mptenders.gov.in/>**
9. Department shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever.
10. For any type of clarification bidders can / visit **<https://mptenders.gov.in/>** . In case of any assistance please call Help desk numbers 0120-4200462, 0120-4001002. Support timings: Monday to Saturday from 10:00 AM to 7:00 PM.
11. Interested bidders may attend the free training programme in Bhopal at their own cost. For further query please contact help desk.
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.

13. **The firms 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.**