

HIGH COURT OF MADHYA PRADESH: JABALPUR

NOTICE INVITING TENDER

The purchase of near about 30 numbers of Digital Multifunctional Copier Machines as per the specification mentioned in the tender document for the High Court and District Court in the State of Madhya Pradesh under buyback of old used Digital multifunctional copier machines is under consideration. Sealed tenders are invited for the supply of 30 units of Digital Multifunctional Copier Machines 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 **10th August, 2016 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 and Government tender portal www.tenders.gov.in .

Sd/-

REGISTRAR GENERAL

HIGH COURT OF MADHYA PRADESH: JABALPUR

TENDER DOCUMENT FOR THE PURCHASE OF DIGITAL MULTIFUNCTIONAL COPIER MACHINES UNDER BUYBACK OF OLD USED DIGITAL MULTIFUNCTIONAL COPIER MACHINES

No: Reg(IT)(SA)/2016/585

Date: 16/07/2016

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 30 number of Digital Multifunctional Copier Machines under buyback of old Digital used multifunctional machines as per the specifications at **Chapter-4** 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, 2016**
: **Latest by 3:00 P.M.**
- ii) Date and time of opening of bid : **10th August, 2016**
: **at 3:30 P.M.**
- iii) Place of submitting the bids : ***"Inward 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

Seal and Signature of Tenderer

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BIDDING PROCEDURE:-

The prescribed tender document consisting of (i) Technical Bid along with Earnest Money Deposit of Rs. 1,00,000/-(Rupees One Lakh) and tender fees of Rs. 10,000/- (ii) Financial Bid, sealed in a single envelope, superscribing "***Bid for supply of Digital Multifunctional Copier Machines under buyback of old used digital multifunctional copier machine***" addressed to the "**Registrar General, High Court of M.P., Jabalpur**"

The Bid shall be accompanied by a EMD of Rs. 1,00,000/-(Rupees One Lakh only) and tender fees of Rs. 10,000/- (Rupees Ten 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 firms registered under NSIC are exempted from submission of tender fees and EMD.**

Authorized signature of the Tenderer with seal

Note:-

- 1. Offers received by Fax/Telex/email will be rejected.**
- 2. Incomplete offers 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 digital multifunctional copier machines.
2. The tender document is to be directly downloaded from the website www.mphc.gov.in or Government tender portal www.tenders.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 Digital Multifunctional Copier Machines under buyback of old used digital multifunctional copier machine”*** and 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. 1,00,000/-(Rupees One Lakh Only) and tender fees of Rs. 10,000/- (Rupees Ten 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 earnest money shall be deposited by means of cross Pay Order/Demand Draft/ Bank Guarantee 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. Digital multifunctional copier machines 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 Digital multifunctional copier machines.**
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.
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 specification etc.
14. The cost quoted should include the cost of software (if any) media, installation etc. at on site.
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 may be rejected.

CHAPTER-2

CONDITIONS OF CONTRACT

1. Tenderer should have at **least five years of experience** in the sales, service and support of Digital multifunctional copier machines. Performance statement as per annexure to be filled up and documentary proof of the same is to be attached / enclosed.
2. Tenderer should have average turnover of minimum Rupees Fifty Lakh during last three years in the sales, service and support of Digital multifunctional copier machines / photocopier machines / heavy duty high speed multifunctional printers.
3. Tenderer should enclose the list of service centers in the State of Madhya Pradesh. The carry-in repair & services to the OEM Authorized Service Centre / point. The tenderer should provide repair or replacement coverage for both parts & labour from authorized vendor.
4. The Digital multifunctional copier machines as per the specifications need to be delivered and installed at **High Court of Madhya Pradesh, Jabalpur and its Bench at Indore and Gwalior and in the District Courts across the State of Madhya Pradesh.**
5. To assist the examination, evaluation and comparison of bids the Registrar General, High Court of Madhya Pradesh, Jabalpur at its discretion ask the bidder for clarification of its bid including price. Any of the vendors may be called for negotiations at the discretion of the Registrar General.
6. Tenderer should enclose the copies of valid registration of **VAT, PAN No. and Service Tax Registration.**
7. The Digital multifunctional copier machines should be of reputed make and should conform to the standard (s) as mentioned in

Chapter-4. Documentary proof of the same should be attached along with the tender document.

8. 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.
9. Delivery and installation period: **Maximum four weeks** from the date of receiving the Purchase Order. The installation report should be signed by the Engineer of the Firm jointly with authorized technical staff of the High Court of M.P., Jabalpur.
10. Successful Tenderer will have to furnish the Contract Form and unconditional Bank Guarantee valid for the period of Five years 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.
11. 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.
12. **Payment terms: 70%** on successful delivery and **30%** on successful installation of the machines at High Court and District Court complexes.
13. 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 District Courts.

14. Warranty:-

- (a) The supplied items to be under **Five years free onsite comprehensive warranty support service** from the date of installation or 60 months free warranty support service from the date of delivery of the systems at site, whichever is earlier, as and when necessary.
- (b) If Digital multifunctional copier machine remains down beyond 48 hours, the successful firm will be required to provide a stand-by of the same or higher configuration, failing which the High Court of M.P., Jabalpur will arrange Digital multifunctional copier machine 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 machines.
- (d) If Digital multifunctional copier machine remains down beyond 48 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 fine-tune the performance of the Digital multifunctional copier machines. 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.
- (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 05 years for the Digital multifunctional copier machines. 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.

15. 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 for the period of comprehensive warranty.
16. 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.
17. The vendor has to provide training on operation of Digital multifunctional copier machines to the end-users of the High Court and District Courts.
18. Any disputes arising out of this tender shall be under the Jurisdiction of Court of Jabalpur only.

CHAPTER-3
Performance Statement

Performa for performance statement for period of last five years.

Order placed by (Full address of the purchaser)	Order number and date (Attach a copy)	Description and quantity of ordered equipment	Value of order	Date of completion of delivery	Remark, indicating reasons for late delivery, if any	Has the machine been satisfactorily working

Signature and seal of the bidder

CHAPTER-4

Technical Bid Details

Digital Multifunctional copier Machine should be quoted with:

- (i) Five -years comprehensive Onsite Warranty with technical support.
- (ii) All the necessary and required cables and accessories.

S.No.	Specifications	Description	Technical Compliance Yes / No
01	Minimum Copying/Printing speed	35 CPM / PPM	
02	Operating Systems	Windows 2000/XP/2003/ Vista/2008; Mac XOS10.2.4/10.3 10.4/10.5; UNIX, SUSE Linux, CUPS.	
03	Protocol Support	IPX/SPX, TCP/IP (IPV4/V6), Bluetooth, SMB, Netware	
04	Drivers	Windows 2000/XP/2003/ Vista/2008; UNIX, Linux	
05	LAN Connectivity	Ethernet 10/100BaseT, Gigabit Ethernet, USB 2.0, 802.11b/g Wireless LAN.	
06	Minimum Scan Speed	50 spm (B&W), 25 spm (Color)	
07	Copy Resolution	600 dpi or more	
08	Operation Method	Color Touch Screen Control Panel or PC	
09	Paper Size	A5-A3, Legal etc.	
10	Multiple Copies	Up to 999 copies	
11	Original Size	A3, A4, A5 etc.	
12	Scan to Email	SMTP, POP, IMAP4	
13	Compatibility	ITU-T (CCITT) G3 OR equivalent	
14	Memory	Basic: 512 MB (Standard) SP: 1 GB Minimum HDD: 128 GB or More	
15	Copying Process	Twin laser beam scanning and electrophotographic printing or by any other equivalent process / method of printing .	
16	Zoom	From 25% to 400% in 1% steps	
17	Bundled Drivers	Network TWAIN	
18	Scan to Folder	SMB, FTP, NCP	
19	Copy Resolution	600 dpi	
20	Print Resolution	300 dpi, 600 dpi	
21	Scanning Resolution	600 dpi TWAIN: 1,200 dpi	
22	Automatic duplex printing	ARDF cover (yes)	

Note:

1. The vendor should provide five years onsite comprehensive support and warranty for the quoted product.
2. PLEASE MENTION THE LIFE OF MACHINE, NUMBER OF COPIES AND THE COST OF PRINTING PER PAGE.

**STATEMENT OF DEVIATIONS FROM TECHNICAL
SPECIFICATIONS**

(Please submit separate sheet for each annexure)

Equipment 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 specs 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.	
6.	Service Tax Registration No. , TIN No. (please enclose copy)	
7	Original equipment Manufacturer (OEM) certificate / letter to sale the product	
8.	Experience details of 5 years in providing services in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies./ reputed private sector	
9.	Tenderer should have average turnover of minimum <u>Rupees Fifty Lakh during last three in the sales, service and support of Digital multifunctional copier machines / photocopier machines / heavy duty high speed multifunctional production printers.</u> Certificate of CA / Auditor along with documentary proof to be enclosed.	
10.	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:	
11	Tender Fees details (demand draft only)	
12	Product Brochure	

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

Seal and Signature of Tenderer

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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. 50
Lakh (Rupees Fifty Lakh Only) during the last three financial years.

Sl No.	Firm	Year - 1	Year - 2	Year - 3
		Amount	Amount	Amount
1				

**Yours Sincerely,
(Signature of Auditor)**

Name of the Auditor:

Seal:

CHAPTER – 5

Financial Bid (Price Schedule)

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

Price should be quoted with 05 years onsite comprehensive warranty and support and should be on-site at High Court of M.P., Jabalpur.

Name of the Bidder: _____

Specify Make: _____

Model: _____

Item Description	Unit Price (Rs.)	Excise/other Duty (Rs.) as applicable	Sales / Service Tax (Rs.) as applicable	Total cost of machine	Cost of buyback of old digital multifunctional machine of make: Toshiba , model: e-studio 255 or equivalent	Total Cost after buyback per machine	Approximate number of Digital multifunctional copier machines to be purchased under buyback	Total amount for the supply of 30 machines after buyback
1	2	3	4	5 (2+3+4)	6	7 = (5 - 6)	8	9= 8x7
Digital multifunctional copier machines with minimum 35 CPM/PPM as per specifications mentioned in the tender.							30	
TOTAL VALUE in Rs.								

Total Bid Price in Rs. _____

In words _____

Signature of Bidder with seal _____

Name _____

Business address _____

Tel. No. & Mobile No. _____

Email : _____

Date:

Cost of printing per page : _____ (in paisa)

CHAPTER-6
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 digital multifunctional machies 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 the High Court and District Court Database and software.

Authorized Signatory

(Seal of the Company)