

The High Court of Punjab and Haryana

Draft

Proposal for Inviting Bids for Purchase of Semi Automatic Paper Cutting Machine

“ORIGINAL”

Important Dates

S. No.	Particulars	Details
1.	Document Reference Number	01/PCM/2019
2.	Date of Online Publication of RFP	15.02.2019
3.	Documents download Start and End Date	15.02.2019 to 07.03.2019
4.	Last date and time for receipt of Bids	15.03.2019
5.	Opening of Technical Bid	16.03.2019
6.	Opening of Financial Bid	After evaluation of Technical Bid

Name of Work: Purchase of Semi Automatic Paper Cutting Machine

Sealed bids are invited for & on behalf of THE HIGH COURT OF PUNJAB & HARYANA (hereinafter referred as HC) in two bid system for the purchase of Semi Automatic Paper Cutting Machine (Light Duty) for the Binding Section of this Court.

A. Schedule of Bid:

1.1. Specifications		
Sr. No	Name of the Project	Purchase of Semi Automatic Paper Cutting Machine for Binding Section of this Court.
1.	Description	<ul style="list-style-type: none">All machines/ equipment should be totally enclosed Body Mounted on Heavy legs, steering wheel, Pressure claim at lower light, lighting arrangement, power operated and fitted with Electric motor accessories including 2 Paper cutting knives, 2 spanners, acro driver, oil can and Motor Stand and All machines/ equipment should be compatible with 220V Single Phase, 380 V. Three Phase- 50 cycle per second supply. Electrical wiring for interconnection of the machines upto main supply wherever necessary should be supplied along with machine.Machine should carry the notified threshold of higher star rating of bureau of energy efficiency (BEE)

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2	Last Date & Time for submission of proposal	Within 30 days from the date of letter inviting Bid
3	Date & Time for opening of Bid	16.03.2019
4	Tender to be submitted to	Registrar General, Punjab and Haryana High Court, Chandigarh.
5	Pre Bid Meeting	Not Applicable

B. Submission of Bid

- a) The bidder shall be submitted in the manner as described in "Instructions to Bidders"(ITB) of the bid document.
- b) HC takes no responsibility for delay, loss or non-receipt of bid documents sent by post/courier.
- c) Telex / Telegraphic / Fax / E-Mail offers shall not be accepted.
- d) HC reserves the right to accept or reject the bid in part or full, without assigning any reason whatsoever.
- e) The offer of the Bidder shall be valid for a period of 6 (six) months from the last date of submission of bid / revised offer (if any).

1. CONDITIONS OF BID / INSTRUCTIONS TO BIDDERS

1.1. Definitions

- a) Unless the context otherwise requires, the following terms whenever used in this RFP and Contract have the following meanings:
- b) "Bidder" includes any firm/ company who submits proposal in response to this Request for Proposal document.
- c) "Committee" means committee constituted for evaluation of Proposals or which has proposed this project.
- d) Manufacturer/ Supplier means the firm / company, selected through competitive tendering in pursuance of this RFP, for providing the Machine Services under the contract
- e) "ITB" means Instructions to Bidders, specified in RFP.
- f) "Proposals" means proposal submitted by bidders in response to the RFP issued by the HC for selection of Purchase the machine.

1.2 General

- a) The bid document shall remain the exclusive property of HC without any right of the bidder to use them for any purpose except bid and for use by Bidder with reference to the Semi Automatic Paper Cutting Machine.
- b) The details as called for in the bid documents and Annexure shall be filled and completed by the Bidder in all respects and shall be submitted with requisite supporting information.
- c) The bid shall be computer typewritten in English.
- d) The complete bid shall be signed and stamped by the Bidder on each page.
- e) Bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity as also the source of his ability to bind the Bidder. The Power of Attorney or Authorization or other document constituting adequate proof of the ability of the signatory to bind the Bidder, shall be annexed to the bid. HC may reject outright any bid unsupported by adequate proof of the signatory's authority.

1.3 Bid Document

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One set of Bid Document may be downloaded from the website of High Court to submit bid. Bidder shall return the document marked "ORIGINAL". Bidder shall sign and stamp each page of document marked "ORIGINAL" as token of his acceptance of having considered these documents for preparation of his bid. The bid document shall not be transferred to any other agency.

1.4 Bid Validity

Bid shall remain valid for acceptance for a period of 6 months from the date of opening of the Bid/ revised bid. The bidder shall not be entitled to modify, vary, revoke or cancel his bid during the said period. HC reserves the right to reject a proposal valid for a shorter period as non-responsive. The validity of the bid shall be extended as and when required for the period, as requested by HC in writing.

1.5 Right to accept or reject Proposal (s)

HC reserves the right to annul the RFP process, or to accept or reject any or all the Proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

1.6 Fraud and Corruption

It is required that the Bidders submitting Proposal and the Machine selected through this RFP must observe the highest standards of ethics during the process of selection of machine. For this purpose, definitions of the terms are set forth as follows:

- a) **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of the HC or its personnel in bid evaluation / award and execution of contract.
- b) **"Fraudulent practice"** means a misrepresentation of facts, in order to influence selection proves, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificiality high or non-competitive levels and to deprive the HC of the benefits of free and open competition;
- c) **"Unfair trade practice"** means supply of services different from what is ordered on, or change in the Scope of Work given in RFP.
- d) **"Coercive practice"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process.

1.61 The HC will reject a proposal, if it determines that the Bidder recommended for award. Engaged itself in corrupt/ fraudulent / coercive and / or unfair trade practices.

1.62 The HC will declare a Manufacturer/ Supplier ineligible, either indefinitely or for a stated period of time, for awarding the purchase order, if it at any time determines that the Manufacturer/Supplier has engaged in corrupt / fraudulent / coercive and / or unfair trade practice in competing for, or in execution of contract.

1.7 Clarification and amendments of RFP

- a) During process of evaluation of the Proposals, HC may, at its discretion, ask Bidders for clarifications on their proposal. The Bidders are required to respond within the prescribed time frame.
- b) The HC may for any reason, modify the RFP from time to time. The amendment(s) to the RFP would be clearly spelt out and the bidders may be asked to amend their proposal due to such amendments.
- c) Bidder shall examine the Bid documents thoroughly and submit to HC any apparent conflict, discrepancy or error. HC shall issue appropriate clarification or amendment, if required. Any failure by a Bidder to comply with the aforesaid shall not excuse the Bidder

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from performing the services in accordance with the agreement, if subsequently awarded the contract.

1.8 Confidentiality of Documents

Bidder shall treat the bid documents and contents therein as strictly confidential, if at any time, during the bid preparation period. Bidder decides to decline to bid, all documents must be immediately returned to HC.

1.9 Process for Selection of Manufacturer/ Supplier

- a) The enquiry is in the nature of Request for Proposal (RFP) intended to result in selection of a manufacturer/ supplier owned by Punjab and Haryana High court.
- b) The responses received pursuant to this RFP will be evaluated by Committee appointed by the HC or committee which has recommended outsourcing of manufacturer/ supplier. "Committee" constituted for evaluation of Proposals may in its discretion take assistance of experts to evaluate bids

1.10 Disqualifications

The HC may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- b) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- c) Submitted a proposal that is not accompanied by required documentation or is non responsive;
- d) Failed to provide clarifications related thereto, when sought;
- e) Submitted more than one Proposal;
- f) Declared ineligible by the Government of India / State / UT Government for corrupt and fraudulent practices or blacklisted.
- g) Submitted a proposal with price adjustment/ variation provisions.

1.11 Pre-Bid Modification (If any)

Any modification of the Bid documents, which may become necessary (if any) shall be sent to all bidders or placed on website of court through issuance of an Addendum or revised bid document. It shall be the responsibility of the bidders to fine tune their proposals incorporating the amendments so communicated through the website. The HC shall not be responsible for any oversight or negligence on part of the bidders on the amendments to the terms and conditions of the RFP document and notified through the website No deviations from bids shall be allowed thereafter.

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1.12 Preparation of Proposal

The Bidder must comply with the following instructions during preparation of Proposals:

- a) The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of RFP. Failure to furnish all the necessary information as required by the RFP or submission of proposal not substantially responsive to all the requirements of the RFP shall be at Bidder's own risk and may be liable for rejection.

- b) The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initiated by the authorized person signing the Proposal.
- c) The Proposal shall be typed or written in indelible ink (if required) and shall be signed by the bidder or duly authorized person(s) to bind the Bidder to the contract. The letter of authorization shall be indicated by written power of attorney and shall accompany the Proposal.
- d) In addition to the identifications, the envelopes containing the Proposals shall mention the name and address of the Bidder to enable the proposal to be returned in the case it is declared late pursuant, and for matching purposes.
- e) Proposals received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above shall be taken as valid.
- f) No bidder is allowed to modify, substitute, or withdraw the Proposal after its submission.

1.13 Submission of Bid

- a) Bidders shall submit their Proposals at the office address on or before the last date and time for receipt of proposals mentioned in document control sheet.
- b) Proposals shall be submitted in two parts. Each part should be separately bound with no loose sheets. Each page of all parts should be page numbered and in conformance to the eligibility should be clearly indicated using an index page. The proposals should not contain any irrelevant or superfluous documents.
- c) Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the firm/ Company along with the Company seal.
- d) Bids must be submitted in separate sealed covers in 02 (Two) parts which should then be placed in a bigger envelope as stated below:

PART- I: TECHNICAL AND UNPRICED COMMERCIAL BID

Technical bid shall be submitted in original in a sealed envelope along with Name and Address of the bidder.

Following list of documents shall be submitted as part of Technical Proposal:

Technical Proposal Formats comprising of Technical Form as at (Annexure 'A 1') alongwith details, supporting information and documents.

PART- II: FINANCIAL BID or PRICE BID

The PRICE BID shall be submitted in a separate sealed envelope duly signed and stamped on each page. Bidder shall fill quoted rates and amount in the prescribed format. **Name and Address of the Bidder shall also be written outside the envelope.**

A bidder will provide a single quotation for all – inclusive fee (including out of pocket expenses and taxes) to be charged for the assignment. No extra out of pocket expenses will be reimbursed.

This part (i.e. PRICE BID) shall contain only "SCHEDULE OF RATES" duly filled in and any other information / document which has been specifically asked to be furnished along with the price bid. It is to be noted that the Price Bid shall contain only PRICES and no

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conditions whatsoever. Any conditions given in this bid shall not be considered and may render the offer liable for rejection.

Correction fluid is not allowed to be used. In case there is any correction, the Bidder shall cut the same neatly and put his signature and stamp with date near the place of each correction.

The Bidder should quote both in figures and in words (in English), the rates for each item in the Schedule of Rates. The amount for each item should be worked out and entered. The tendered amount for the work shall also be entered in the bid both in figures and in words. In case of variation, figures in words will prevail. The price part shall be duly signed and stamped on each page.

1.14 Evaluation of Bids

The bid will be opened as per the schedule mentioned in the Document Control Sheet. Authorized representatives of the bidders may be present during the bid opening if desired.

The Committee constituted by HC shall evaluate the Proposals submitted by Bidders. The decision of evaluation committee shall be final.

1.15 Award of Contract

The HC will notify the successful bidder in writing that its proposal has been accepted. The Manufacturer/ Supplier will sign the Contract Agreement within 15 days of the notification. After signing of the Contract Agreement, no variation in or modification of the term of the Contract shall be made except by written amendment signed by the parties.

1.16 Confidentiality

- a) Information relating to the comparison of the Proposals shall not be disclosed to any Bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of its Proposal. During the execution of the project except with the prior written consent of the HC, the manufacturer/ Supplier or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.
- b) Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Bidder/ manufacturer and / or the HC to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not market as confidential or proprietary by the parties.

1.17 Withdrawal of Bid

- a) The Bidder may withdraw its bid by written notice served on HC prior to the closing date for receipt of Bid. In the absence of such notice served on HC, prior to the said date, the bid shall not be withdrawn without HC's consent.
- b) The bidder's withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of procedure for submission of Bid with the inner envelopes additionally marked "WITHDRAWAL"

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- c) Following withdrawal of its bid, the Bidder may submit a new bid, provided such new bid is received prior to the expiry of the time appointed for closing of Bid. The new bid shall specifically be marked "NEW BID" on all envelopes.
- d) Bid may not be withdrawn in the interval between the closing date for receipt of Bid and expiration of the period of bid validity specified by the Bidder in the bid.

1.18 Relationship between the Parties

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between the HC and the manufacturer/ Supplier. The Manufacturer / Supplier subject to this contract for selection has complete charge of its personnel in performing the services under the Project from time to time. The manufacturer / Supplier shall be fully responsible for the services performed by it or any of its personnel on behalf of the manufacturer/ Supplier.

1.19 Standards of Performance

The Bidder shall perform the services and carry out its obligations with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Manufacturer / Supplier shall always act in respect of any matter relating to this contract as faithful advisor to the HC. The Manufacturer / Supplier shall conform to the standards laid down in the RFP in totality.

1.20 Manufacturer / Supplier Personnel

The Bidder shall deploy and provide such qualified and experienced personnel as may be required to perform the Demonstration/ Training/ Maintenance Services under the project.

1.21 Taxes & Duties

All payment due to the Bidder will be subject to tax deduction at source as per the prevailing Income Tax Act and other applicable levies as per the rules of the Government of India/ Chandigarh Administration. The Manufacturer/ Supplier shall be primarily responsible for payment of all taxes.

1.22 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated at Chandigarh, India only.

1.23 Performance Guarantee

- a) You have to submit Performance Guarantee in the form of Demand Draft in favor of Registrar General, Punjab and Haryana High Court, Chandigarh for the 5% of total value of this order to High Court towards your commitment for the performance of the Machine supplied by your unit against the above order within 15 days of issue of purchase order letter by us.
- b) The Security deposit shall be refunded to you after successful performance of machine upto six months.

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- c) No interest shall be payable on the amount of security deposit by Punjab and Haryana High Court, Chandigarh.

1.24 Manuals

- i. You have to supply the following manual along with the shipment.
- a) Installation Manual (2 Sets)
 - b) Operational Manual (2 Sets)
 - c) Maintenance Manual (2 Sets)
- in addition to above one copy of the above manuals alongwith a CDs containing the soft copy, be submitted to Binding Section of Punjab and Haryana High Court, Chandigarh.
- ii. All the above manuals with photographs of machines shall be properly printed and binded in attractive covers.
- iii. The manuals shall clearly indicate Do's and Don'ts, Trouble shooting, precautions, Spares list etc.
- iv. The details of spares shall be given with the complete specifications/ make so as to facilitate the buyer to replace the spare through local buying for smooth and continued working of machine.

1.25 Installation & Commissioning

- i. Punjab and Haryana High Court shall inform your unit in writing for deputing expert and ensure that the expert shall be deputed within Seven (7) days from the date of intimation given by High Court. In case, any delay from your end in sending the technicians/ experts to the installation site, High Court will have the full right to impose penalties on you for the said cause.
- ii. You are liable to depute your expert at High Court who has sufficient knowledge, skills and expertise in their fields to assemble and/ or set up the Machine supplied by your unit under the above supply order. The expert to be deputed by your office shall be responsible for the following:

Installation and Commissioning of Semi Automatic Paper Cutting Machine.

1.26 After Sales Service / Warranties by Suppliers:

- i. The supplier warrants that the machine supplied under this order are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials.
- ii. The Supplier further warrants that all machine supplied under this supply order shall have no defect, arising from design, materials or workmanship or from any act of omission on part of the supplier that may arise or develop under normal

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use of the supplied machine in the conditions prevailing in the country of final destination.

- iii. The warranty shall also cover any defect or damage caused to the Machinery as a result of any act of negligence or omission or wrong instruction by the Supplier's expert at the site.
- iv. The equipment shall be warranted for any manufacturing defect for a period of 18 months from the date of successful completion of installation and commissioning at site. Should any part or parts fail or proved defective within the period specified above, owing to defect in design, material or workmanship, the Bidder will have to replace them at the place of installation free of all charges.
- v. During the warranty period, expert(s) shall be deputed at site by you whenever found essential and which cannot be undertaken locally or by the Punjab and Haryana High Court experts including rectifying any defect / malfunctioning of plant and machinery. The cost of deputation of expert (s) and any other associated expenditure shall be borne by you.

1.27 Cost of Machine:

- i. The cost of Machine shall be inclusive of:
 - a) All applicable taxes & duties like Sales Tax, VAT, Excise, State border taxes etc.
 - b) Transportation of total consignment in packed condition from your works to Punjab and Haryana High Court, Chandigarh.
 - c) Insurance during the course of transportation from your unit to Punjab and Haryana High Court, Chandigarh.
- ii. The price of Semi Automatic Paper Cutting Machine shall remain firm during the execution of order and no claim for any extra payment shall be entertained for any reason.
- iii. The total cost of Semi Automatic Paper Cutting Machine inclusive of Service tax, Excise duty & VAT and no tax concession/ waiver shall be applicable for the above said machine.

1.28 Payment terms:

- i. The 80% payment of order value shall be released to your unit on submission of following document:
 - a. Signed commercial Invoice two copies certifying that the machine are exactly as per the purchase order and the specification quoted therein
 - b. Two copies of packing list with description of Machine packed in each case of consignment.
 - c. Proof of delivery of the consignment to the Book Binding Section of this HC.
 - d. Clean report of findings (Inspection report) issued by HC.

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- ii. The balance payment of 20% of the total order value shall be released after the submission of the documents as under:
- submission of certificate indicating the successful installation and training/demonstration at site
 - submission of performance guarantee

1.29 Packing and Marking:

Selected Bidder will be responsible for any damage/loss to the Machine during loading/ unloading / transportation/ shipment of machine upto the installation site in this High Court.

1.30 Delivery Period:

- One set of complete Machine/ Tools/ Spares as specified in 'Annexure A-1' shall be delivered by you at Punjab and Haryana High Court, Chandigarh Immediately within 60 days or earlier as possible from receipt of confirmation
- In case of delay in supply, Punjab and Haryana High Court shall have right to impose a penalty @ 0.5% of the total value of order per week subject to the maximum of 10% of order value. However, penalty conditions do not apply for condition listed as "FORCE MAJEURE".
- Part supply/ short supply of consignment shall be treated as non supply of order.

1.31 Force Majeure:

If at any time during the execution of this order, the performance in whole or in part, by either party of any obligation under this order shall be prevented or delayed by reason of any war, hostilities, acts of the public enemies, civil commotion, sabotage, fire, explosion, epidemics, quarantine, restriction or acts of GOD shall be treated as "Force Majeure".



Manju Sharma

Joint Registrar (Vigilance & Inquiry)

08-2-2019

Annexure – 'A'

Specifications for Semi Automatic Paper Cutting Machine

Sr. No	Name of the Project	Purchase of Semi Automatic Paper Cutting Machine for Binding Section of this Court.
1.	Description	1.All machines/ equipment should be totally enclosed Body Mounted on Heavy legs, steering wheel, Pressure claim at lower light, lighting arrangement, power operated and fitted with Electric motor accessories including 2 Paper cutting knives, 2 spanners, acro driver, oil can and Motor Stand 2. Compatible with 220V Single Phase, 380 V. Three Phase- 50 cycle per second supply. Electrical wiring for interconnection of the machines upto main supply wherever necessary should be supplied along with machine.
2.	Size	36"
3.	Cutting Width/ length	1090MM
4.	No. of Cuts in continuous run	36 Minute
5.	Space under clamp	25 MM
6.	Power Required	3.2 H.P.
7.	Front Table Depth	590 MM
8.	Gross Weight	2300 KG. (approximately)
9.	Mode of Machine pressure	Leg Pressure
10.	Blades (required)	2 blades
11.	Tools (required)	Tool Kit Full
13.	Spares to maintain the normal operations of machine for two years including Knives. Ensure the spares list include all the items/ parts those are required to be replaced during the course of normal running of machine, due to their wear & Tear.	One Set
14.	Pre Bid Meeting	Not Applicable
15.	Repair Work	On site
16.	AMC	
17.	Warranty Period with Machine	

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Note:

1. Machine should be painted with the colors to be specified by the company and supplied with electrical, raw material handling alongwith working tools.
2. Delivery period: - Immediately within 60 days or earlier as possible from receipt of confirmation.
3. Machine should be complete and ready for production of stated capacity and should be supplied with operation and maintenance manual.

Annexure – ‘A-1’ (to be filled by the bidder)

Specifications for Semi Automatic Paper Cutting Machine

Sr. No	Name of the Project	Purchase of Semi Automatic Paper Cutting Machine for Binding Section of this Court.
1.	Description	1.All machines/ equipment should be totally enclosed Body Mounted on Heavy legs, steering wheel, Pressure claim at lower light, lighting arrangement, power operated and fitted with Electric motor accessories including 2 Paper cutting knives, 2 spanners, acro driver, oil can and Motor Stand 2. Compatible with 220V Single Phase, 380 V. Three Phase- 50 cycle per second supply. Electrical wiring for interconnection of the machines upto main supply wherever necessary should be supplied along with machine.
2.	Size	
3.	Cutting Width/ length	
4.	No. of Cuts in continuous run	
5.	Space under clamp	
6.	Power Required	
7.	Front Table Depth	
8.	Gross Weight	
9.	Mode of Machine pressure	
10.	Blades (required)	
11.	Tools (required)	
13.	Spares to maintain the normal operations of machine for two years including Knives. Ensure the spares list include all the items/ parts those are required to be replaced during the course of normal running of machine, due to their wear & Tear.	
14.	Pre Bid Meeting	Not Applicable
15.	Repair Work	
16.	AMC	
17.	Warranty Period with Machine	

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Note:

1. Machine should be painted with the colors to be specified by the company and supplied with electrical, raw material handling alongwith working tools.
2. Delivery period: - Immediately within 60 days or earlier as possible from receipt of confirmation
3. Machine should be complete and ready for production of stated capacity and should be supplied with operation and maintenance manual.