

# HIGH COURT OF MADHYA PRADESH: JABALPUR

## NOTICE INVITING TENDER

Sealed tenders are invited for the supply of near about 34 numbers of Laptop Computers as per the specifications, terms and conditions mentioned in the tender document. The sealed tenders complete in all respect addressed to the “**Registrar General, High Court of Madhya Pradesh, Jabalpur**” must be submitted latest by **24<sup>th</sup> August, 2016 before 3:00 P.M.** The tender shall be opened on same day at **03:30 P.M.** The tender document with details of specifications, terms and conditions are available on the website of the High Court of Madhya Pradesh [www.mphc.gov.in](http://www.mphc.gov.in) and Government tender portal [www.tenders.gov.in](http://www.tenders.gov.in)

**REGISTRAR GENERAL**

# HIGH COURT OF MADHYA PRADESH: JABALPUR

## TENDER DOCUMENT FOR THE PURCHASE OF LAPTOP COMPUTERS

No: Reg(IT)(SA)/2016/687

Date: 29.07.2016

### 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 34 numbers of Laptop Computers 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 : 24<sup>th</sup> August, 2016  
: Latest by 3:00 P.M.
- ii) Date and time of opening of bid : 24<sup>th</sup> 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](mailto:mphc@nic.in)  
Phone: 0761-2623358

## **BIDDING PROCEDURE:-**

The prescribed tender document consisting of (i) Technical Bid along with Earnest Money Deposit of Rs. 1,00,000/-(Rupees One Lakh only) and tender fees of Rs. 10,000/- (ii) Financial Bid, sealed in a single envelope, superscribing ***“Bid for supply of Laptop Computers to the High Court of Madhya Pradesh, Jabalpur”*** 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 Laptop Computers.
2. The tender document is to be directly downloaded from the website [www.mphc.gov.in](http://www.mphc.gov.in) or Government tender portal [www.tenders.gov.in](http://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 Laptop Computers for the High Court of Madhya Pradesh, Jabalpur”*** 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. Laptop Computers 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 Laptop Computers.
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 three years of experience** in the sales, service and support of Laptop Computers, Desktop Computers, tablets. 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 Computer Hardware items
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 Laptop Computers as per the specifications need to be delivered and installed at High Court of Madhya Pradesh, Jabalpur and its Bench at Indore and Gwalior .
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 Laptop Computers 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 three 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 Laptop Computers at High Court .
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.

**14. Warranty:-**

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



- (b) Warranty period begins from the date of satisfactory installation and commissioning of the Laptop Computers.
  - (c) If Laptop Computers remains down beyond 48 hours, penalty @ of Rs. 500/- (Rupees Five Hundred only) per day per instance shall be imposed on the vendor.
  - (d) 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 03 years for the Laptop Computers. 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 Laptop Computers 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 three years.

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

Signature and seal of the bidder

## **CHAPTER-4**

### **Technical Bid Details**

Laptop Computer should be quoted with:

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

<b>S.No.</b>	<b>Specifications</b>	<b>Description</b>	<b>Technical Compliance Yes / No</b>
<b>01</b>	Processor or Chip	2.7GHz dual-core Intel Core i5 processor with 3MB shared L3 cache	
<b>02</b>	Storage	256GB PCI-e based flash storage	
<b>03</b>	Graphics	Intel Iris Graphics 6100	
<b>04</b>	Wi-Fi connectivity	802.11ac Wi-Fi wireless networking ; IEEE 802.11a/b/g/n compatible	
<b>05</b>	Bluetooth	Bluetooth 4.0 wireless technology	
<b>06</b>	Display	Retina Display, 13.3-inch (diagonal) LED-backlit display with IPS technology, 2560x1600 resolution at 227 pixels per inch	
<b>07</b>	Camera	720p FaceTime HD Camera	
<b>08</b>	Connectors & Expansion	MagSafe 2 power port / Two Thunderbolt 2 ports (upto 20Gbps) / Two USB 3 ports (up to 5 Gbps) / HDMI port / 3.5mm headphone jack / SDXC Card Slot	
<b>09</b>	Battery	Up to 10hours wireless web / Built-in 74.9 Watt hour lithium polymer batter / 60W MagSafe 2 Power Adapter with Cable management system	
<b>10</b>	Warranty	Three years warranty	
<b>11</b>	Carry Bag	Required	

**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 <b>Copy of previous 3 Financial Year's Income Tax Return.</b>	
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 03 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 Laptop Computers and Desktop Computers.</u> <b>Certificate of CA / Auditor along with documentary proof to be enclosed.</b>	
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

**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 03 years comprehensive warranty and support and should be on-site at High Court of M.P., Jabalpur.

**Name of the Bidder:** \_\_\_\_\_

**Specify Make:** \_\_\_\_\_

**Model:** \_\_\_\_\_

S.No.	Item Description	Unit Price (Rs.)	Excise/other Duty (Rs.) as applicable	Sales / Service Tax (Rs.) as applicable	Total Cost per Laptop computer	Approximate number of Laptop Computers	Total amount for Laptop Computers
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5 = 2+3+4</b>	<b>6</b>	<b>7 = 6x5</b>
1	Laptop Computer as per specifications mentioned in the tender with three years warranty.					<b>34</b>	
2	Carry Bag					<b>34</b>	

Total Bid Price in Rs. \_\_\_\_\_

In words \_\_\_\_\_

Signature of Bidder with seal \_\_\_\_\_

Name \_\_\_\_\_

Business address \_\_\_\_\_  
\_\_\_\_\_

Tel. No. & Mobile No. \_\_\_\_\_

Email : \_\_\_\_\_

Date:

**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 Laptop Computers 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 Database and software.

***Authorized Signatory***

*(Seal of the Company)*