

HIGH COURT OF MADHYA PRADESH: JABALPUR

NOTICE INVITING TENDER

Sealed tenders are invited for the supply of **windows professional version 10 or above operating system (64 bit edition) and antivirus software** under terms and conditions mentioned in the tender document. The sealed tender complete in all respect addressed to "**Registrar General, High Court of Madhya Pradesh, Jabalpur**" must be submitted by **05th September, 2017 at 3:00 PM.** The tender shall be opened on same day at **3:30 PM**. The complete 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 SUPPLY OF WINDOWS PROFESSIONAL AND ANTIVIRUS

No.:Reg(IT)(SA)/2017/951

Date: 08-08-2017.

INVITATION OF THE BID

The Registrar General, on behalf of High Court of Madhya Pradesh, Jabalpur invites sealed bids for the supply of “**windows professional version 10 or above operating system (64 bit edition) and antivirus software**” as per the details at **Chapter-4** from original equipment manufacturers (OEM) or their authorized dealers or vendors or Service providers.

DETAILS OF THE BID:-

- i) Last date and time of receipt of bid: **05/09/2017** before **3:00** PM
- ii) Date and time of opening of bid : **05/09/2017** at **3:30** PM
- iii) Place of submitting the bid: : **“Inward Section ,
High Court of M.P.,
Jabalpur”**

Address for communication:
Registrar General,
High Court of Madhya Pradesh
Jabalpur (M.P.)

Email: mphc@nic.in , Landline: 0761-2623358

BIDDING PROCEDURE

The prescribed tender document consisting of (i) Technical Bid along with earnest money deposit of Rs. 50,000/- and tender fees of Rs. 5,000/- (ii) Financial Bid, sealed in a single envelope, superscribing **“Bid for supply of Windows operating system & Antivirus software for the High Court of Madhya Pradesh, Jabalpur”** addressed to the **“Registrar General, High Court of M.P., Jabalpur”** must be submitted before due date and time.

The Bid shall be accompanied by a *demand draft / pay order / Bank Guarantee* of ***Rs. 50,000/- (Rupees Fifty Thousand only)*** drawn in favour of ***“Registrar General, High Court of M.P., Jabalpur”*** towards the earnest money deposit and tender fees of ***Rs. 5,000/- (Rupees Five Thousand only)*** in the form of demand draft in favour of ***“Registrar General, High Court of Madhya Pradesh, Jabalpur”***. Bids received without EMD and tender fees and 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.

Authorized signature of the Tenderer with seal

Note :

1. Offers received through Fax/Telex/email and incomplete will be rejected.
2. The Registrar General, High Court of M.P., Jabalpur reserved the 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.

CHAPTER-1

Instructions to Bidders

1. The tender document will form an integral part of the Contract to supply the “**windows professional version 10 or above operating system (64 bit edition) and antivirus software**”.
2. The tender document is to be directly downloaded from the website www.mphc.gov.in and 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.
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 Windows operating system & Antivirus software for the High Court of Madhya Pradesh, Jabalpur**”.
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 Rs. **50,000/-** (Rupees Fifty Thousand only) drawn in favour of **Registrar General, High Court of M.P., Jabalpur** towards the Earnest Money Deposit in the form of *demand draft / pay order / Bank Guarantee* and tender fees of Rs. **5,000/-**(Rupees Five Thousand only) in the form of demand draft.
7. The Registrar General, High Court of M.P. reserves 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. The software can be supplied by the manufacturer directly or through their authorized dealer/authorized channel partners/distributors/service providers. However, **Letter of authorization from the manufacturer/parent company for this tender is to be enclosed along with the bid.**
9. The bidder shall quote the prices of software 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 vendors 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. 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 may be enclosed with the bid along with media, if any.
14. 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 minimum 3 years of experience in the supply of operating system software or similar software.
2. **Tenderer should have minimum turnover of Rupees 5 Lakh.** Audited Balance sheet and profit and loss account statement for the financial year **2013-14, 2014-15 and 2015-16** is to be submitted along with the bid.
3. To assist the examination, evaluation and comparison of bids Registrar General, may 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.
4. Tenderers should enclose copies of valid registration of VAT, PAN No. , Service Tax and Latest Service Tax return and other details as mentioned in the **Chapter-4.**
5. The documentary proof for the supply of the windows operating system in Government Departments / Reputed Pvt. organization should be attached with the tender.
6. 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.
7. Delivery period: Maximum **four weeks** from the date of purchase order. In case of delay, penalty at the rate of 0.5% per day of the ordered value shall be charged (maximum penalty up to 5% of the order value can be deducted). If the delay is more than fifteen days the order shall stand cancelled.
8. Successful Tenderer will have to furnish the Contract Form and unconditional Bank Guarantee 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 will be cancelled and EMD shall be forfeited.

9. 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.
10. Payment term: 100% on successful and satisfactory supply after verification of the software licenses.
11. The supplier's request for payment shall be made in writing accompanied by relevant document such as proper invoice and successful delivery reports duly signed by Authorized Officer of the High Court of M.P., Jabalpur.
12. 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 for the supply of Database.
13. Any disputes arising out of this tender will be under the jurisdiction of Court of Jabalpur only.

CHAPTER –3

Sl. No.	Description	Indicate also page number where attached
1.	Name, address & telephone number of the 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, VAT registration details (TIN No.) and Copy of previous 3 Financial Year's Income Tax Return. (Please attach copy)	
6.	Valid Original Equipment Manufacturer (OEM) Certificate / letter of the products to be supplied (Please attach copy)	
7.	Service Tax Registration No. (Please attach copy)	
8.	Latest Service Tax Return (Please attach copy)	
9.	Experience Certificate / details of last 3 years in the sale of Microsoft operating system or equivalent.	
10.	Details of Bid Security/Earnest Money Deposit of Rs. 50,000/- (Rupees Fifty Thousand only) and tender fees of Rs. 5,000/-(Rupees Five Thousand)	

CHAPTER – 4

Financial Bid (Price Schedule)

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

S.No.	Item Description	Unit Price(Rs.)	GST Tax	Any other Tax / Duty	Price in (Rs.)	No. of licenses	Total bid price
	1	2	3	4	5 = 2+3+4	6	7=(5x6)
1	Perpetual paper licenses of Windows operating system professional version 10 or above version (64 bit edition)					112	
2	Quick Heal Antivirus Total security having (03) three year licenses validity and support					112	
	Total Value						

Total Bid Price in Rs. _____

In words _____

Signature of Bidder with seal _____

Name _____

Business address _____

Telephone No. & Mobile No. _____

Email: _____

Place:

Date:

CHAPTER-5
Contract Form

This AGREEMENT made on the _____ day of _____, 20____ between the Registrar General, High Court of M.P., Jabalpur (herein after called the Purchaser) and _____ (herein after called the supplier) _____ (Address)

WHEREAS the Purchaser is desirous _____ (Brief description of goods and services) 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) Purchase order.
 - (e) Any other relevant document as deemed appropriate.
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
01					
02					

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 of Madhya Pradesh to any other institutions/organizations, bodies and also in the market on the rates less than the prices quoted by us to the High Court.
2. The rate of TAXES / DUTIES mentioned in the tender is in accordance with the provisions of the rules in all respects and the same is payable to the Authorities.
3. The material / items and software offered shall be of the best quality strictly in accordance with the specifications and particulars as detailed in the tender.
4. The information furnished by us in the tender are true and correct to the best of our knowledge and belief.
5. We have read and understood the rules, regulations, terms and conditions of tender as applicable from time to time and agree to abide by them.
6. We will meet 100% Confidentiality and Integrity of High Court Database and software.

Authorized Signatory

(Seal of the Company)