

HIGH COURT OF MADHYA PRADESH: JABALPUR

NOTICE INVITING TENDER

Sealed tenders are invited for the supply of 08 numbers of i-pads under buyback of existing i-Pads 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 **11th March, 2019 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**.

**Sd/-
REGISTRAR GENERAL**

HIGH COURT OF MADHYA PRADESH: JABALPUR

TENDER DOCUMENT FOR I-PADS

No: Reg(IT)(SA)/2019/222

Date:- 13/02/2019

INVITATION OF THE BID

SCOPE OF THE WORK:

The Registrar General on behalf of High Court of Madhya Pradesh invites sealed bids for the supply of i-Pads under buyback of existing i-Pads from the reputed original equipment manufacturers (OEM) / reputed vendors or authorized dealers and distributors.

DETAILS OF THE BID

- (i) Last date and time of receipt of bids : 11th March, 2019
latest by 3:00 P.M.
- (ii) Date and time of opening of bids : 11th March, 2019
at 3:30 P.M.
- (iii) Place of submitting the bids : Inward/ receipt section,
High Court of M.P.,
Jabalpur (M.P.)

Address for communication:

**Registrar General,
High Court of Madhya Pradesh, Jabalpur (M.P.)
Email: mphc@nic.in
Phone: 0761-2623358**

BIDDING PROCEDURE:-

The prescribed tender documents consisting of (i) Technical Bid along with earnest money deposit (EMD) of Rs. 10,000 and (ii) Financial Bid, sealed in a single envelope, superscribing **“Bid for the supply of i-pads under buyback of existing i-Pads for the High Court of Madhya Pradesh”** 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/FDR/ Bank guarantee of Rs. 10,000/- (Rupees Ten Thousand only) drawn in favour of **“Registrar General, High Court of M.P., Jabalpur”** towards the Earnest Money Deposit. Bids received without EMD 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 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 the full rights 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 to supply the i-pads under buyback of existing i-Pads.
2. The tender document to be directly downloaded from the website www.mphc.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 (ii) Financial Bid, sealed in a single envelope superscribing **“Bid for supply i-pads under buyback of existing i-Pads for the High Court of Madhya Pradesh ”**
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. 10,000/- (Rupees Ten Thousand only). Tenders received without EMD shall be summarily rejected. The EMD shall be refunded (without interest) after the execution of the order. The earnest money shall be deposited by crossed Pay Order/Demand Draft/ Bank Guarantee 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. The i-pads can be supplied by the manufacturer directly or through their authorized resellers / partners /dealers. However, **the authorization letter** from the manufacturer/parent company to be enclosed along with the bid document for the supply of i-pads addressed to the Registrar General, High Court of Madhya Pradesh with reference to this bid.
 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. The bidder may also submit the list of their clients/customers (*with complete name, address of the firms and telephone no. of the contact person therein*) along with the Bid.
 13. 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.
 14. The bidder should quote only for the specific reputed brands/models giving details of make, brand, model number etc.
 15. The cost quoted should include the cost of software (if any) media, installation etc. at on site.
 16. Against bidders compliance column in technical specifications, only **Yes/No**, as the case may be, should be mentioned.
 17. 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 and catalogue to be enclosed along with the bid and media**, if any.

18. 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 i-pads or similar gadgets. Performance statement as per annexure to be filled up and documentary proof of the same is to be attached / enclosed.
2. Tenderer should have turnover of minimum Rupees ten Lakh per annum in the sales, service and support of i-pads or equivalent.
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 original equipment manufacturer. **Documentary proof of the same is to be enclosed.**
4. The i-pads as per the specifications need to be delivered and installed in the High Court of M.P., Jabalpur and its Benches at Indore and Gwalior.
5. To assist the examination, evaluation and comparison of bids the 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.
6. Tenderers should enclose the copies of valid registration of **PAN Number.**
7. The i-pads 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 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 two weeks** from the date of 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 Two 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 may 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 installation certified by authorized representative of the High Court of M.P., Jabalpur and submission of unconditional Bank Guarantee from a Nationalized/Scheduled Bank towards due performance of the warranty.
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 High Court of M.P., Jabalpur.

14. Warranty:-

- (a) The supplied items to be under two years free **comprehensive warranty support service** from the date of installation or 24 months free warranty support service from the date of delivery of the systems at site, which ever is

earlier, **including free provision of spare parts, kits, battery, power adapter** as and when necessary.

- (b) If i-pads 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 i-pads 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.
 - (d) If i-pads 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 i-Pads. 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 / Bank Guarantee without any interest accrued shall be released after satisfying that proper free warranty support has been provided during warranty period of 02 years for the hardware items. If considered necessary, suitable amount of penalty shall be recovered from the vendor out of their due payments or from their Security Deposit or by raising claims, while releasing the Security Deposit.
15. Security Deposit (SD) / performance bank guarantee : SD will be 10% of purchase order value. The security deposit to be in

- the form of unconditional Bank Guarantee of Nationalized Bank/Scheduled Bank for a 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 i-pads to the end-users of the High Court.
 18. Any disputes arising out of this tender shall be under the jurisdiction of Court of Jabalpur only.

CHAPTER-3
Performance Statement

Performa of performance statement for the period of last three year.

Order placed by (Full address of the purchaser)	Order number and date (Attach a copy)	Description and quantity of ordered i-pads	Value of order	Date of completion of delivery

Signature and seal of the bidder

CHAPTER-4

Technical Bid

The bid should be quoted with:

- (i) Two – years comprehensive warranty.
- (ii) All the necessary and required cables, accessories and media.

i-Pads with 64 GB storage having retina display

S.No.	Minimum Specifications / Description	Technically Compliant (Yes/No)
01	Processor or Chip : A8X chip with 64-bit architecture and M8 motion coprocessor	
02	Color :Black / White / Brown /Grey	
03	The model should have wi-fi technology along with Cellular (Wi-fi+cellular) <u>with 64 GB storage</u>	
04	Wi-Fi + Cellular model : Wi-Fi (802.11a/b/g/n/ac); dual channel (2.4GHz and 5GHz); HT80 with MIMO, Bluetooth 4.0 technology, UMTS/HSPA/HSPA+/DCHSDPA (850, 900, 1700/2100, 1900, 2100 MHz); GSM/EDGE (850, 900, 1800, 1900 MHz), CDMA EV-DO Rev. A and Rev. B (800, 1900 MHz), LTE (Bands 1, 2, 3, 4, 5, 7, 8, 13, 17, 18, 19, 20, 25, 26, 28, 29, 38, 39, 40, 41), Data only	
05	Blue tooth 4.2 with wireless technology	
06	Retina display : 9.7 (24.64 cm) (diagonal) LED-backlit widescreen Multi-Touch display with IPS technology, 2048x1536-pixel resolution at 264 ppi, Fingerprint-resistant oleophobic coating, Fully laminated display, Anti-reflective coating	
07	1.2MP photos, $f/2.2$ aperture, 720p HD video recording, Backside illumination, Auto HDR photos and videos, Improved face detection, Burst mode, Exposure control, Timer mode	
08	8MP iSight camera, Autofocus, $f/2.4$ aperture, Five-element lens	
09	Dual microphones,3.5-mm stereo headphone mini jack, Built-in speakers, Lightning connector	
10	Built-in 27.3-watt-hour rechargeable lithium-polymer battery, Up to 10 hours of surfing the web on Wi-Fi, watching video or listening to music, Up to 9 hours of surfing the web using mobile data network, Charging via power adapter or USB to computer system	
11	Sensors: Three-axis gyro / Accelerometer / Ambient light sensor.	
12	WiFi / Digital Compass / Assisted GPS & GLONASS / Mobile data	
13	Accessibility : Voice Over screen reader / Guided Access / Full-screen zoom magnification Large text / Option to invert colors	
14	Smart Case / cover	

Note:- The specification mention above are minimum and the vendor can quote higher specifications.

**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

CHAPTER –5

PQ FORM

Sl. No.	Description	Indicate also page number where attached
1.	Name, address & telephone number of the bidder.	
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.	List of service centers in the State of Madhya Pradesh. The carry-in repair & services to the OEM Authorized Service Centre / contact points. (Please attach copy).	
7.	Authorization Letter from the manufacturer (OEM)/parent company to sell the products.	
8.	Experience Certificate / details of last 03 years (Please attach copy)	
9.	Details of Bid Security/Earnest Money Deposit of Rs.10,000/- (<i>Rs. Ten Thousand only</i>)	

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 **02 years comprehensive warranty** and support as per the details given below:-

Name of the Bidder:

Specify Make:

Model:

S No.	Item Description	Make and model	Unit Price (Rs.)	GST	Total Unit Price (All inclusive) with 02 year on-site warranty for Items (Rs.)	Buyback price of ipad of Make: Apple Model: MD523HN/A (purchase year 2013)	Final Cost after buyback	*Approximately number of Items to be purchased under buyback process	Total Cost
01	02	03	04	05	06=04+05	07	08 = 06-07	09	10 = 08x09
1	i-pads with Retina display (Wi-Fi + cellular) having minimum 64 GB storage capacity along with protective <u>smart case (Color Black / Grey)</u>							08	
TOTAL VALUE in Rs.									

Total Bid Price in Rs. _____

In words _____

Signature of Bidder with seal _____

Name _____

Business address _____

Tel. No. & Mobile No. _____

Email : _____

Place : _____ and Date: _____

Seal and Signature of Tenderer

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CHAPTER-6
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 items) and has accepted a bid by the supplier for the supply of those items 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 contract 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 the correspondence with regard to this tender.
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 items 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 items 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 items and services which shall be supplied / provided by the Supplier are as under.

S. No.	Brief Description of items and services	Quantity to be supplied	Unit Price	Total Price	Delivery Terms
					Two Weeks

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 the 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 as per Law.
3. The supply of the i-pads shall be the best strictly in accordance with the specificatuion, terms and condition of the tender document.
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.

Authorized Signatory
(Seal of the Company)