HIGH COURT OF MADHYA PRADESH: JABALPUR SHORT NOTICE TENDER

Tender are invited from experienced and reputed firms/ organizations/ Original Equipments Manufacturer (OEM) for the supply of Smart TV/ Smart Display Panel, Wireless Mikes and Speakers under the specifications, terms and conditions mentioned in the tender document. The last date of online tender submission is 23rd May, 2022 before 06:00 P.M (mandatory). The sealed tender complete in all respect addressed to "Registrar General, High Court of Madhya Pradesh, Jabalpur" must be submitted before 04:00 P.M on 24th May, 2022 (mandatory). The technical bids of the tenders shall be opened on 24th May, 2022 at 06:00 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 e-procurement portal www.mptenders.gov.in.

Sd/REGISTRAR GENERAL

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TENDER DOCUMENT FOR THE PURCHASE OF SMART TV/ SMART DISPLAY PANEL, WIRELESS MIKES AND SPEAKERS

No: Reg (IT)(SA)/2022/646 Date:- 14-05-2022

INVITATION OF THE BID

SCOPE OF THE WORK:-

The Registrar General, on behalf of High Court of Madhya Pradesh, Jabalpur invites bids for the purchase of Smart TV/Smart Display Panel, Wireless Mikes and Speakers as per the specifications at <u>Chapter-3</u> from the reputed manufactures (OEM) or their authorized dealers or service providers.

DETAILS OF THE BID:-

| Estimate Project Cost | Online Tender Fees (in Rs.) | Online EMD (in Rs.) | Last Date / Time of online tender Submission (mandatory) | Last Date / Time of hardcopy tender Submission (mandatory) | Date and Time of Opening of Technical bids | Time for Completion of the work / project |
|-----------------------------|-----------------------------------|------------------------|---|---|---|--|
| 15 Lakh | 1,000/- | Rs.30,000/- | 23 rd May, 2022 before 06:00 P.M. | 24 th May, 2022 before 04:00 P.M. | 24 th May, 2022 at 06:00 P.M. | Two weeks |

- Tender documents may be viewed or purchased online by interested and eligible bidders from the website after paying Tender fee of www.mptenders.gov.in Rs.1,000/- and Processing Fee, as applicable. The tender document is also available in website http://www.mphc.gov.in.
- Bidders can submit its tender online at <u>www.mptenders.gov.in</u> on or before the key dates given above. The Physical copy of the Technical Bid also be submitted at the address below latest by <u>04:00 P.M. on 24th</u>

May, 2022.

All further notifications / amendments, if any shall be posted

on www.mptenders.gov.in and www.mphc.gov.in only. No

separate communication shall be made with individual

Bidders.

• The financial bids are to be submitted only online and no

hard copy to be submitted along with the bid.

The firms registered under NSIC and MSME (The vendor to

be registered with both NSIC and MSME for claiming

exemption of tender fees) are exempted for submission of

tender fees only. But they have to submit valid EMD as per

the tender requirement.

All other terms and conditions for submission of tender are

contained in this document. If the date of submitting/opening of the

Bid is declared as holiday then the bids shall be submitted /

opened on next working day.

The Registrar General, High Court of Madhya Pradesh,

Jabalpur (M.P.) reserves the right to accept or reject any or all

bids without assigning any reason thereof.

Address for communication:-

Registrar General,

High Court of Madhya Pradesh

Jabalpur (M.P.)

Email: - regithcjbp@mp.gov.in and mphc@nic.in,

Landline: 0761-2623358

INSTRUCTIONS TO BIDDERS

- The tender document will form an integral part of the Contract for the supply of Smart TV/ Smart Display Panel, Wireless Mikes and Speakers.
- The tender document is to be directly downloaded from the website www.mphc.gov.in and www.mptenders.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 <u>suitable legal action will be taken against the bidder.</u>
- 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 (ii) Online Financial Bid along with online EMD and online details of tender fees in a single envelope superscribing "Bid for supply of Smart TV/ Smart Display Panel, Wireless Mikes and Speakers" and to be submitted to the Receipt Section/ Inward Section of the High Court of Madhya Pradesh, Jabalpur before due date and time (04:00 P.M. on 24th May, 2022).
- Tender document should be signed and stamped by the bidder on each page accepting the terms and conditions of the tender.

6. EARNEST MONEY DEPOSIT (EMD):-

- 6.1 The proposal should be submitted along with **online** application fee of Rs.1,000/- (Rupees One Thousand only) and **online** Earnest Money Deposit (EMD) of Rs.30,000/- (Rupees Thirty Thousand Only) in the form of online mode through e-procurement tender portal www.mptenders.gov.in in favour of "Registrar General, High Court of Madhya Pradesh, Jabalpur" valid for the period of 6 months. The Bid submitted without EMD and/or the application fee/tender fees shall be summarily rejected.
- 7. The 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. Smart TV/ Smart Display Panel, Wireless Mikes and Speakers can be supplied by the manufacturer directly **OR** through their authorized resellers / partners /dealers. However, the authorization letter / certificate from the manufacturer/parent company is to be enclosed along with the bid document for the supply of Smart TV/ Smart Display Panel, Wireless Mikes and Speakers.
- 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. 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.
- 11. 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.
- 12. The bidder should quote only for the specific reputed **brands/models** giving details of specification etc.
- 13. The cost quoted should include the cost of software (if any) media, installation etc. at on site.
- 14. Against bidders compliance column in technical specifications, only **YES/NO**, as the case may be, should be mentioned.
- 15. 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.
- 16. 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.
- 17. The Bid shall be valid for a period of **180 days** from the date Bid opening.
- 18. As per the requirement of the High Court the purchase may be made in line item wise also (if required).
- 19. The bid may be quoted by the vendor in line item wise.

CONDITION OF CONTRACT

- Tenderer should have at least three years of experience in the sales, service and support of IT Equipments/ Display Panels / Televisions / Audio Video System.
- 2. Tenderer should have average turnover of minimum Rupees Fifty Lakh during last three financial years in the sales, service and support of IT Equipments/ Display Panels / Televisions / Audio Video System.
- Tenderer should enclose the list of service centers in the State of Madhya Pradesh. The tenderer should provide repair or replacement coverage for both parts & labour from authorized vendor.
- 4. The Smart TV/ Smart Display Panel, Wireless Mikes and Speakers as per the specifications need to be delivered and installed at **High Court of Madhya Pradesh**, **Jabalpur**.
- 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 **GST Registration** and **PAN number**.
- 7. The Smart TV / Smart Display Panel, Wireless Mikes and Speakers should be of reputed make and should conform to the standard (s) as mentioned in Chapter-3. Documentary proof of the same should be attached along with the tender document.

- 8. Delivery and installation period: <u>Maximum two weeks</u> from the date of receiving the <u>Purchase Order</u>. The installation report should be signed by the Engineer of the Firm jointly with authorized technical staff of the High Court.
- 9. 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.
- 10. Successful Tenderer will have to adhere to the <u>delivery</u> <u>schedule strictly</u>. 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.
- 11. **Payment terms**: **100**% on successful delivery and installation of the items/equipments at High Court of Madhya Pradesh, Jabalpur.
- 12. 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.

13. Warranty:-

(a) The supplied items to be under three years free onsite comprehensive warranty support service from the date of installation or 36 month free warranty support service from the date of installation of the Smart TV/ Smart

- Display Panel, Wireless Mikes and Speakers at site, whichever is earlier, as and when necessary.
- (b) If Smart TV/ Smart Display Panel, Wireless Mikes and Speakers 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 Smart TV/ Smart Display Panel, Wireless Mikes and Speakers 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 Smart TV/ Smart Display Panel, Wireless Mikes and Speakers.
- (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 Smart TV/ Smart Display Panel, Wireless Mikes and Speakers. 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.
- 14. Security Deposit (SD) / performance Bank Guarantee (PBG): SD / PBG will be 3% 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.
- 15. The High Court of M.P., Jabalpur reserves 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.
- 16. The vendor has to provide training on operation of Smart TV/ Smart Display Panel, Wireless Mikes and Speakers to the end-users of the High Court.
- 17. Any disputes arising out of this tender shall be under the **Jurisdiction of Court of Jabalpur only**.

18. **FORCE MAJEURE:-**

- 18.1 Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, Acts of God or any governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.
- 18.2 If a Force Majeure arises, the Bidder shall promptly notify the Registrar General, High Court of Madhya Pradesh in writing of such condition and the cause thereof. Unless otherwise directed by the Registrar General, High Court of Madhya Pradesh the Bidder shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means

for performance not prevented by the Force Majeure event. The Bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

19. TERMINATION:-

- 19.1 Termination on expiry of the CONTRACT: The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the Registrar General, High Court of Madhya Pradesh has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.
- 19.2 Termination on account of Force Majeure: Either party shall have the right to terminate the Contract on account of Force Majeure.
- 19.3 Termination on account of insolvency: In the event the Successful Bidder at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Registrar General, High Court of Madhya Pradesh shall, by a notice in writing have the right to terminate the Contract and all the Successful Bidder's rights and privileges hereunder, shall stand terminated forthwith.
- 19.4 <u>Termination for breach of contract</u>: A breach by the Successful Bidder of its obligations hereunder and such breach not being rectified by the Successful Bidder within 30 days of receipt of the Purchaser's notice intimating such breach. Upon termination, the Successful Bidder shall

- surrender all the data and materials belonging to the Purchaser.
- 19.5 Termination for delay: Successful Bidder shall be required to perform all activities/services as per tender document If the Successful Bidder fails to do so, the Contract may be terminated by the Registrar General, High Court of Madhya Pradesh by giving 30 days written notice unless the Registrar General, High Court of Madhya Pradesh has extended the period with levy of Liquidated Damages, as per conditions of the tender.
- 19.6 The Registrar General, High Court of Madhya Pradesh may at any time terminate the Contract by giving 30 days notice without assigning any reason.
- 19.7 Consequences of termination: In all cases of termination herein set forth, the obligation of the Registrar General, High Court of Madhya Pradesh to pay shall be limited to the period upto the date of effective termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or forbearance after such termination.
- 19.8 In case of termination of Contract herein conditions of the tender document the Contractor shall be put on holiday [i.e. neither any enquiry will be issued to the party by the Registrar General, High Court of Madhya Pradesh against any type of tender nor their offer will be considered by the Registrar General, High Court of Madhya Pradesh against any ongoing tender(s) where contract between the Registrar General, High Court of Madhya Pradesh and that

particular Contractor (as a bidder) has not been finalized] for three years from the date of termination by the Registrar General, High Court of Madhya Pradesh to such Contractor.

20. ARBITRATION:-

In the event of any dispute or difference arising out or touching upon any of the terms and conditions of this contract and / or in relation to the implementation or interpretation hereof, the same shall be resolved initially by mutual discussion and conciliation but in the event of failure thereof, the same shall be referred to the Registrar General, High Court of Madhya Pradesh or his nominee. The sole arbitrator will be appointed by Hon'ble the Chief Justice, High Court of M.P. and the decision of the Arbitrator shall be final and binding on the parties. The arbitration shall be in Jabalpur and the Arbitrator shall give his award in accordance with "The Arbitration and Conciliation Act, 1996".

21. GOVERNING LAWS AND JURISDICTION:-

The Agreement shall be governed by the laws in force in India. Any dispute arising in relation to the Agreement shall be subject to the Jurisdiction of the Court at Jabalpur.

TECHNICAL BID

Smart TV/ Smart Display Panel, Wireless Mikes and Speakers should be quoted with:-

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

Smart TV/ Smart Display Panel

Specification- "A"

| S. No. | Type / Particulars | Minimum Specifications | Technical Compliance (YES / NO) (to be filled by bidders) |
|--------|-----------------------|---|---|
| 1. | Resolution | 3840 x 2160 (UHD) | |
| 2. | Connectivity (Input) | DVI-D, Display Port; Video : - HDMI 2.0 (2) or above ; Audio: - Audio In ; USB : - USB 2.0 x 2 | |
| 3. | Connectivity (Output) | Audio : - Audio Out | |
| 4. | Sound | Speaker Type: - Built in Speaker (10W + 10W) | |
| 5. | Smart TV Features | Key Features: - Multi-Screen Display (facility of Multiples screens in a single display with minimum 2 input sources); Compatible with Video Conferencing System (Cisco:CS-CODEC-PRO+ V01); UHD Signage Display Slim & Light Signage, Built in Wi-Fi, Internal Memory (8 GB), Content Management and Control and Monitoring Software (license by day 1), content playback without the need of media player, Auto Source Switching & Recovery, Anti-Glare, webRTC or equivalent. | |
| 6. | Display/ Panel | Diagonal Size: - 98 inch; Type: - Edge LED BLU / IPS; Brightness (Typ.):- 350 nit or better; Contrast Ratio: - 1200:1 or better; Viewing Angle (H/V): - 178/178; Response Time (G-to-G): 8ms (Typ.) or better; Colors Depth: - 1.06 Billion colors; Color Gamut: - 72%; Operation Hour:- 24/7; Haze:- 28% or less than 28% | |

| 7. | Warranty | 03 years from the date of installation | |
|-----|---------------------|--|--|
| 8. | Operating System | Tizen 4.0 (VDLinux) / webOS or equivalent or better | |
| 9. | Remote Control Type | IR/RF/Bluetooth | |
| 10. | Refresh Rate | 60 HZ or better | |
| 11. | Media Format | AVI, MPEG, WAV, WMA OR equivalent. | |
| 12. | Certification | Energy Star Certification / CB/ NRTL / FCC OR equivalent or better. | |
| 13 | Support | Direct OEM support and service availability from day 1 at Jabalpur / Indore / Bhopal | |

Wireless Mikes of reputed make compatible with Cisco device

Specification- "B"

| S.No. | Type / Particulars | Minimum Specifications | Technical Compliance (YES / NO) (to be filled by bidders) |
|-------|--------------------|--|---|
| 1. | Wireless Mike | Wireless, Multidirectional, Boundary Mike compatible with Cisco Video Conferencing device (Cisco: CS-CODEC-PRO+ V01, Euro block plug). Minimum 8hour battery backup, Frequency response 80 Hz to 20 kHz, +/-6 dB, LED indicator, Mute/Unmute button, with all accessories or better. | |

Speakers of reputed make compatible with Display Panel as

mentioned at Specification "A"

Specification- "C"

| S.No. | Type / Particulars | Minimum Specifications | Technical Compliance (YES / NO) (to be filled by bidders) |
|-------|--------------------|---|---|
| 1. | Speakers | Speakers: 8" high power, high sensitivity, 2-way loudspeaker. The speaker cabinet must have frequency range (-3dB) of 60 Hz-20kHz, sensitivity (1W/1m) 94 dB SPL or more, delivering Max SPL of 123 dB or more with power handling pk 800W or more. The speaker should have a nominal | |

| impedance of 8 ohm. The speaker cabinet should have a horizontal | |
|--|--|
| coverage angle of 90 degree or equivalent or better. | |

Amplifier Specification- "D"

| S. No. | Type / Particulars | Minimum Specifications | Technical Compliance (YES / NO) (to be filled by bidders) |
|--------|--------------------|--|---|
| 1. | Amplifier | Amplifier (1no): Class D/H Dual channel power amplifier with specification as below or BETTER to suit the power requirement of proposed speakers above; Max Midband Output Power: 1150W @ 4 ohms, 1750W @ 2 ohms, Max Bridged Output Power: 3600 W @ 4 ohms, Frequency Response: 20Hz — 20KHz, TDH: <0.03%, Max Input level:+21dBu, Crosstalk <80dB, Input Impedance: 20kohm, signal to noise ration: >110dB, with built in protection such as Audio Limiters, Temperature, DC, HF Short Circuit, Peak Current protections. Should be compatible with input from 6pin euroblock connector from CISCO VC device either directly or through converter. | |

Note:-

- 1. All the specifications to be read as equivalent or better.
- 2. The vendor should provide three years onsite comprehensive support and warranty for the quoted product.

STATEMENT OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS

(Please submit separate sheet for each annexure)
Equipment offered:- Smart TV/ Smart Display Panel, Wireless
Mikes and Speakers

| Line item | Description of item specification where deviating | Deviation in the offer | Brief reason for the deviation(if any) |
|-----------|---|------------------------|---|
| | | | |
| | | | |
| | | | |

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 i.e. | |
| | 2018-19, 2019-20 and 2020-21. | |
| 6. | GST registration (please enclose copy). | |
| 7. | Original equipment Manufacturer (OEM) | |
| | certificate / letter to sale the product / | |
| | authorization. | |
| 8. | Experience details of last /minimum 3 | |
| | years in providing services in Central | |
| | Government/State Government/Public | |
| | Sector Undertakings/Autonomous Bodies/ | |
| | reputed private sector. | |

| 9. | Tenderer should have average annual |
|-----|--|
| | turnover of minimum Rupees Fifty Lakh |
| | during last three financial year in the sales, |
| | service and support of IT Equipments/ |
| | Display Panels / Televisions / Audio Video |
| | System. |
| 10. | Online Earnest Money Deposit:- |
| | a) Amount: Rs.30,000/- |
| | b) Reference No: |
| | c) Date: |
| 11. | Online Tender Fees:- |
| | a) Amount: Rs.1,000/- |
| | b) Reference No: |
| | c) Date: |
| 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

| 1. | | | | |
|-------------------|---------------|------------------|---------------|----------|
| No. | | Amount | Amount | Amount |
| SI | Firm | 2018-19 | 2019-20 | 2020-21 |
| Lakh (| Rupees Fifty | Lakh only) durin | • | |
| We h | ereby certify | that the averag | | |
| Sir, | | | | |
| Ref.: _ | | | | |
| | | | | |
| | | | Jabalpur | |
| Prades | sh, | | | |
| · · · · · · · · · | | | High Court of | Madhya |
| | | | The Registrar | General, |
| | | ess of the Bidde | To, | |

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 onsite comprehensive warranty and support and should be on-site at High Court of M.P.

| Name of the Bidder: | | |
|---------------------|------|--|
| | | |

| Item Description | Make and Model | Unit Price (Rs.) | GST | Any other duty | Total cost of items with 03 years onsite comprehensive warranty | Qty. | Total Cost (all inclusive) in Rs. |
|---|----------------------|------------------------|-----|----------------------|---|--------------|--|
| 1 | 2 | 3 | 4 | 5 | 6= (3+4+5) | 7 | 8=(6*7) |
| Smart TV/ Smart Display Panel Specification- "A" | | | | | | 01 | |
| Wireless Mikes reputed make compatible with Cisco device Specification- "B" | | | | | | 07 | |
| Speakers of reputed make compatible with Display Panel Specification-"C" | | | | | | 04 | |
| Amplifier Specification- "D" | | | | | | 01 | |
| Accessories | | | | | | Lump- sum | |
| | | | | | | | Total |

Note:-

The financial bids are to be submitted only online and no hard copy to be submitted along with the bid.

CONTRACT FORM

| | | | _ | | | | |
|--|-------------------------|----------|------------------------|----------|--|--|--|
| day of | made the _ | EMENT | This AGREE | | | | |
| (herein after | , 2022 between the | | | | | | |
| (herein after | | r) and _ | called the Purchaser | | | | |
| s) | (Addre | | called the supplier) _ | | | | |
| is desirous | Purchase | the | WHEREAS | | | | |
| of goods) and has | description | (Brief | | | | | |
| y of those goods and | r for the supp | supplie | accepted a bid by the | | | | |
| (Contract price in | services for the sum of | | | | | | |
| words and figures, herein after called the Contract Price) | | | | | | | |
| | s as follows | itnesse | Now this agreement w | <u>N</u> | | | |
| ions shall have the | and expres | t words | 1. In this agreemen | 1. | | | |
| ianed to them in the | spectively as | s are re | same meanings a | | | | |

- 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. | | Quantity | Unit Price | Total | Delivery |
|--------|----------------------|----------|------------|-------|----------|
| | Description of goods | to be | | Price | Terms |
| | and services | Саррпоа | | | |
| | SCIVICCS | | | | |

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 <u>LEAK / DISCLOSE</u> any information of High 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 <u>TAXES / DUTIES</u> 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 machine 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.
- 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)

TERMS AND CONDITIONS FOR E-TENDERING

- For participation in e-tendering module, it is mandatory for prospective bidders to get registration on website www.mptenders.gov.in. Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
- 2. Tender documents can be purchased only online on payment of tender fees and downloaded from website www.mptenders.gov.in by making online payment for the tender document fee.
- **3.** Service and gateway charges shall be borne by the bidders.
- 4. Since the bidders are required to sign their bids online using class–III Digital Signature Certificate, they are advised to obtain the same at the earliest.
- 5. For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website www.mptenders.gov.in . Please note that it may take upto 7 to 10 working days for issue of Digital Signature Certificate. Department will not be responsible for delay in issue of Digital Signature Certificate.
- 6. If bidder is going first time for e-tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- **7.** Bidders are requested to visit our e-tendering website regularly for any clarification and / or due date extension.
- **8.** Bidder must positively complete online e-tendering procedure at **www.mptenders.gov.in**

- **9.** Department shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever.
- 10. For any type of clarification bidders can / visit www.mptenders.gov.in. For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001 002; 0120-4200 462; 0120-4001 005; 0120-6277 787; Technical support-eproc@nic.in. Support timings: Monday to Saturday from 10:00 AM to 7:00 PM.
- **11.** Interested bidders may attend the free training programme in Bhopal at their own cost. For further query please contact help desk.
- 12. The bidder who so ever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the authority letter as well as submit the copy of same in physical form with the offer of particular tender.
- 13. The firms registered under NSIC and MSME (The vendor to be registered with both NSIC and MSME for claiming exemption of tender fees) are exempted for submission of tender fees only. But they have to submit valid EMD as per the tender requirement.