

**HIGH COURT OF JUDICIATURE AT PATNA**

Tender Notice No. 02/2015/Computer Cell/CXIX-08-2015, dated 26<sup>th</sup> February, 2015

**TENDER NOTICE**

Sealed tenders are invited from reputed Original equipment manufacturers/ their authorized dealers only for the supply of Apple iPad Air2 128 GB (Wi-Fi + Cellular) for Hon'ble Judges of Patna High Court. Selected vendor will be required to supply ipad as per the requirement of Patna High Court.

Last Date of Bid Submission: March 10, 2015 upto 4:30 PM

Opening of Technical and Financial Bid: March 11, 2015 at 4:30 PM

The sealed envelops of the bidders containing "Terms & Conditions" and "Technical Bids" shall be opened on March 11, 2015 at 4:30 PM. The technical and financial bids of those bidders who do not accept, sign and stamp all the terms & conditions of the bid, shall not be opened. The technical bids of only those bidders who have accepted all the terms & conditions of the bid, signed and stamped on the terms & conditions, shall be opened thereafter on the same day. If bids opening day is a government holiday, then the technical bids shall be opened on next working day at the same time. Two representative of each vendor may participate at the time of opening the technical bids. Those vendors whose technical bids are accepted will have to give presentation of their quoted items on the day intimated by Patna High Court. Financial bids shall be opened on March 11, 2015 at 4:45 PM.



Registrar (IT)-cum-CPC  
Patna High Court, Patna

## PART - 1: TERMS & CONDITIONS

### FOR SUPPLY OF Apple iPad for Hon'ble Judges of Patna High Court.

1. The Bids are invited from Original Equipment Manufacturer (OEM) or his authorized dealers.
2. The Bids submitted by the vendors should be valid for a minimum period of 90 days from the date of opening of tender and the prices should be valid for a minimum period of 45 days from the date of issue of the purchase order or execution of purchase agreement.
3. Technical evaluation of the bids shall be done on the following parameters: -
  - Technical specifications of the iPad and its accessory supporting document enclosed to confirm them.
  - Company's turnover in last three years.
  - Company's installation base and After Sales Service support at Patna.
4. The delivery of ipad and other related items to be ordered shall be made by the vendor within 3 weeks from the date of issue of the purchase order by HIGH COURT to the vendor. All the deliveries should be on CIF basis. If any loss or damage occurs in transit then it will be the responsibility of the supplier to make good the loss, within the time stipulated in the tender/purchase order for installation. The vendor may take necessary action to claim the insurance money, for the item(s) lost/damaged during transit, from insurance Company at his own level.
5. If delivery of the items is not made within above stipulated period, the compensation will be payable for non-adherence to the committed delivery/installation schedules by the vendor to HIGH COURT as follows: -
  - a. 0.5% of the total order value per week of delay in delivery subject to maximum of 5.0% of total order value.
  - b. 0.5% of the total order value per week of delay attributable to vendor in installation of all the items subject to a maximum of 5.0% of total order value.
6. HIGH COURT reserves the right to cancel the total/part purchase order, if the delivery gets delayed from the stipulated period of 3 weeks given in the Purchase

Order. Penalty as mentioned in clause 5 above shall however be applicable even if the order is cancelled in part or full. HIGH COURT shall have no responsibility whatsoever for any damages sustained by the vendor due to cancellation of the purchase order. In such case, the earnest money deposited by the vendor in HIGH COURT shall be forfeited in full.

7. HIGH COURT reserves the right to reject any items supplied against the purchase order, if found not working satisfactorily at the time of delivery at Patna High Court. The rejected items, if any, shall have to be taken back and replaced by good quality items forthwith at the cost of the supplier. No payment will be made for the rejected item(s).

8. In case, excise duty and/or trade tax/sales tax are reduced or increased subsequently by the Government at the time of placement of the purchase order or delivery, then the same will be adjusted by either party on production of requisite proof.

9. Payment will be released to the vendor within 10 days after supply and Acceptance Test of all the supplied items at sites and imparting training to the users and furnishing of a performance bank guarantee of 10% amount of total order value in favor of HIGH COURT on the format acceptable to the High Court only from a Nationalized Bank valid for one month beyond the full warranty period of three years from the date of successful commissioning of all the supplied items. Payment shall be released on receipt of the original bills in triplicate complete in all respect and original delivery challans of all the items.

10. iPad will carry three years on site comprehensive warranty unless and otherwise specifically mentioned in PO/Technical/Financial specification.

11. The successful tenderer shall sign an agreement immediately after the acceptance of the tender. The purchase order shall be issued only after signing of the purchase agreement with the selected bidder.

12. If the tender is submitted by a firm other than the Original Equipment Manufacturer (OEM), then the vendor should furnish documents from their principals as proof of the firm being their authorized dealer and OEM's consent for providing all service support during and beyond warranty period.

13. All the documents required should be submitted along with the technical bid of the tender only.

14. Printed conditions of the vendor submitted with the tender will not be binding on HIGH COURT.

15. The documents containing bids shall be free from cutting and erasures. However, alterations, if any, in the tender should be attested properly by the bidder, failing which the tender is liable to be rejected.

16. The tenders submitted by fax/email will not be considered. No further correspondence will be entertained on this matter.

17. HIGH COURT will not be responsible for any delay in obtaining the tender document by the vendor from HIGH COURT or submission of the completed tender document to HIGH COURT.

18. The registration number of the firm along with the CST/VAT No. allotted by the sales tax / trade tax authorities and I.T. registration number (P.A.N.) along with the place of registration should invariably be given along with the technical bid.

19. Tender will be rejected, if technical specifications offered by the firm in the technical bid differ from what is quoted in financial bid.

20. The bidder shall submit an affidavit that the bidder's firm has not been black listed from Government of Bihar/Government of India. The bids of the black listed bidders shall be out rightly rejected.

21. Within 21 days of the receipt of notification of award i.e. purchase order from the HIGH COURT, the successful Bidder shall furnish the performance security in the form of bank guarantee for an amount of 10% of the value of the equipment to be procured from State Bank of India or its associate banks or any nationalized bank of India or scheduled bank located in India in favor of Registrar General, Patna High Court valid for additional period of six months beyond warranty period, in the Performance Security Form provided in the bidding documents or in another form acceptable to the HIGH COURT. At the end of each year for first two years, the performance bank guarantee of 3% amount shall be returned by the HIGH COURT and the bank guarantee of remaining 4% amount shall be returned 6 months after the completion of Onsite Comprehensive warranty period of three years. The successful bidder may submit bank guarantee accordingly.

22. Tender not conforming to any or all the above terms and conditions will be rejected.

23. Incomplete tenders are liable to be rejected.
24. HIGH COURT reserves the right to increase/decrease the specified quantities of any item(s) given in the tender.
25. Canvassing in any form in connection with tender is strictly prohibited and will disqualify the vendor.
26. Bids must be submitted for items as mentioned in Schedule of Requirement. However, HIGH COURT reserves the right to select only one vendor for all items or more than one vendor for different items.
27. HIGH COURT reserves the right to reject any or all the tenders without assigning any reason whatsoever. HIGH COURT would not be under any obligation to give any clarifications to those vendors whose tenders have been rejected.
28. All disputes are subject to Patna Civil Court jurisdiction.

**DECLARATION BY THE BIDDER**

It is hereby declared that I/We the undersigned, have read and examined all the terms and conditions etc. of the tender document for which I/We have signed and submitted the tender under proper lawful Power of Attorney. It is also certified that all the terms and conditions of the tender document are fully acceptable to me/us and I/We will abide by the conditions from serial no. 1 to 28. This is also certified that I/We/our principal manufacturing firm have no objection in signing the agreement if the opportunity for the supply of the items against this tender is given to me/us.

Date:

Signature:

Address:

Name:

Designation: On behalf of:

(Company Seal)

## PART - 2 : Schedule of Requirement

### Requirement Specification

Parameter	Specifications
Manufacture	Apple
Model	128 GB iPad Air 2 (Wi-Fi + Cellular)  Lightning to USB Cable  USB Power Adapter
Accessories (Optional)	Apple iPad Air2 Smart Cover  Wireless earphone/Bluetooth earphone  SD card connector  Apple Wireless Keyboard  Apple TV Wi-Fi device.  Anti Glare Screen
Warranty	1 year comprehensive warranty with option for additional 2 years of comprehensive warranty.

**PART - 3: General Information**

(This part should be included along with Terms &amp; Conditions)

1.	Name of the Company/Bidder	
	Full address of Company/Bidder along with following details  Contact Person  Telephone no.  Fax no.  E-mail address:  Website URL:	
2.	Local address of Bidder for communication, if any	
3.	Local address of Bidder for communication, if any	
4.	Annual turnover in last 3 financial years in Rs.  (i) Year 2011-2012  (ii) Year 2012-2013  (iii) Year 2013-2014	
5.	VAT/Trade Tax / Sales Tax Registration no. with place	
6.	Income Tax Registration no. with place	
7.	Any other information you feel necessary (Separate sheets may be used if required)	

**PART - 4 : Financial Bid**

Price of the product:

(attached with the separate sealed envelop)

Parameter	Specifications	Price (in Rs. )
Manufacture	Apple	
Model	128 GB iPad Air 2 (Wi-Fi + Cellular)  Lightning to USB Cable  USB Power Adapter	
Accessories (Optional)	Apple iPad Air2 Smart Cover  Wireless earphone/Bluetooth earphone  SD card connector  Apple Wireless Keyboard  Apple TV Wi-Fi device.  Anti Glare Screen	