

HIGH COURT OF MADHYA PRADESH: JABALPUR

NOTICE INVITING TENDER

Sealed tenders are invited for the supply of 07 numbers of touch screen Information Kiosk machines having printing facility (A4/Legal size paper printing) for the High Court of Madhya as per the specifications, terms and conditions mentioned in the tender document. The sealed tender complete in all respect addressed to the Registrar General, High Court of Madhya Pradesh, Jabalpur must be submitted latest by **06th February, 2016 before 3:00 P.M.** The tender shall be opened on same day at **3:30 P.M.** The complete tender document is available on the website of the High Court of Madhya Pradesh i.e. www.mphc.gov.in and Government tender portal www.tenders.gov.in.

Sd/-

REGISTRAR GENERAL

HIGH COURT OF MADHYA PRADESH: JABALPUR

No.: Reg (IT)(SA)/2016/10

Date:08/01/2016

INVITATION OF THE BID

SCOPE OF THE WORK:

The Registrar General on behalf of the High Court of Madhya Pradesh invites sealed bids for supply, installation and maintenance of 07 number of Information Kiosk machines having printing facility for the High Court from the Original equipment manufacturing Companies or their authorized dealers or authorized retailers or service providers.

DETAILS OF THE BID:

i) Last date and time of receipt of bid:

06th February , 2016 latest by 3:00 P.M.

ii) Date and time of opening of bids: 3:30 P.M.

iii) Date of pre-bid meeting: 22nd January, 2016 at 11:30 A.M. in the Conference Hall, South Block, High Court of M.P., Jabalpur

iv) Place of submitting of bid and address for communication:

Inward / Receipt Section, High Court of Madhya Pradesh, Jabalpur. E-mail: mphc@nic.in , Telephone: 0761-2623358

BIDDING PROCEDURE:-

The prescribed tender documents consisting of technical details along with tender fees of Rs. 1000/- and earnest money deposit of Rs. 50,000/- and financial details, sealed in a single envelope, superscribing ***“Tender for supply of Information KIOSK for the District Courts in the State of Madhya Pradesh”*** addressed to the **Registrar General, High Court of M.P., Jabalpur to be** submitted before due date and time.

The Bid shall be accompanied by a Demand Draft of Rs.50,000/- (Rupees Fifty Thousand only) as earnest money deposit and Rs.1000/-(Rupees One Thousand only) as Tender fees drawn in favour of the “**Registrar General, High Court of M.P., Jabalpur**”. Bids received without the draft 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.

Authorized signature of the Tenderer with seal

Note:

1. Bids received by Fax/Telex/email and incomplete bids will be rejected.
2. The Registrar General, High Court of M.P., Jabalpur has 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.
3. The number of Information KIOSK machines may increase or decrease depending on final requirement.

CHAPTER-1

INSTRUCTIONS TO BIDDERS

1. The tender document will form an integral part of the Contract to supply the touch screen information Kiosk machines having printing facility with the help of Debit cards / Credit Cards.
2. The tender document can also be directly downloaded from the website www.mphc.in.gov.in and 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 consist of EMD, Technical and financial details, sealed in a single envelope super scribing ***“Tender for supply of Information KIOSK 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 earnest money deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand only) and Tender fees of Rs. 1000/- (Rupees One 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 contract. The earnest money and tender fees shall be deposited by crossed Pay Order/Demand Draft in favour of the 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 touch screen information Kiosk machines 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 (OEM) is to be enclosed.
 9. The bidder shall quote the prices of goods 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. The firms should also submit a list of their clients/customers (*with complete name, address of the firms and telephone no. of the contact person therein*) along with the Bid document.
 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 brands/models giving details of make, brand, model number etc.
 15. The cost quoted should include the cost of media, installation etc. at on site.
 16. All columns of this bid should be filled properly. Any additional information should be enclosed separately and referred to in the relevant column of the bid form. **All relevant product literature, brochures and technical details should be enclosed with the bid document.**

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.
18. The number of Information kiosk can be increased / decreased the, the payment shall be made in the same proportionate.
19. The place of delivery and installation of Information Kiosk machines High Court of M.P. Jabalpur and its Benches at Indore & Gwalior.

CHAPTER-2

CONDITIONS OF CONTRACT

1. Tenderer should have minimum 3 years of experience in the sales, service and support of touch screen Information KIOSK machines with printing facility using debit cards / credit cards.
2. Tenderer should enclose the **Banker's Certificate certifying solvency** of the firm to execute the order.
3. Information Kiosk machines as per the specifications needs to be delivered and installed in the High Court of M.P. Jabalpur and its Benches at Indore & Gwalior.
4. 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.
5. Tenderers should enclose copies of valid registration of V.A.T., PAN No. and Service Tax registration.
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 and installation period: Maximum 6 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 District Courts.
8. The successful tenderers will have to furnish the Contract Form and unconditional Bank Guarantee to the High Court of M.P., Jabalpur (as per the Proforma approved by the Registrar General) within 15 working days of issue of Purchase Order, failing which the purchase order may be cancelled and EMD shall be forfeited.
9. The 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. The Successful Tenderer, if faced with problems in timely delivery of services, which have dependencies on the Service Provider and/or the Original Equipment manufacturer, which are beyond their control at any time before the Final Acceptance Signoff, shall immediately inform the Registrar General in writing, about the causes of the delay and tentative duration of such delay etc. The Purchaser, on receipt of such notice, shall analyze the facts at the earliest and may at its sole discretion, extend the contract period as deemed reasonable.

10. Payment term: 70% on delivery and 30% on successful and satisfactory installation certified by the Officials of the District Courts and on the submission of unconditional Bank Guarantee of 10% of the total amount from a Nationalized/Scheduled Bank towards due performance of warranty.
11. The supplier's request for payment shall be made in writing accompanied by relevant document such as proper invoice and successful installation reports duly signed by authorized Officials of the District Courts.

12. **Warranty:-**

- (a) The Information Kiosk machines should be under Three years **free on-site comprehensive warranty support service** from the date of installation or 36 months free warranty support service from the date of installation of the Kiosk at site, which ever is earlier, including free provision of spare parts, kits as and when necessary.
- (b) If the Information Kiosk machines remains down beyond 48 hours, the firm will be required to provide a stand-by of the same or higher configuration, failing which the Registrar General, High Court of M.P., Jabalpur will arrange for the Information Kiosk machines on rental basis at the rate 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.

- (c) Warranty period begins from the date of satisfactory installation and commissioning at location certified by the Registrar (IT), High Court of M.P., Jabalpur.
 - (d) If any of the Information Kiosk machines is down beyond 48 hours, penalty at the rate of Rs. 500/- (Rupees Five Hundred only) per day per machine will be charged.
 - (e) The vendor shall visit each site at least once in every **six months** to carryout preventive maintenance and fine-tune/calibration of the Information Kiosk machines besides regular service calls during the warranty period. The vendor has to submit the preventive maintenance report duly signed by the user on every **six month during the warranty period**. Failing which suitable penalty would be charged or recovered from the Vendor out of amount towards warranty subject to maximum of 10% of the Order value per year will be recovered either from Bank Guarantee or from any other pending payments or directly from the vendor.
 - (f) On completion of the Warranty period, the unconditional Bank Guarantee without any interest accrued shall be released after satisfying that proper free warranty support has been provided during warranty period of three years for all the Information Kiosk machines. 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.
 - (g) A separate Service Level Agreement is be signed by the successful bidder.
13. Security Deposit (SD): SD will be **10%** of purchase order value, the security deposit can be in forming of unconditional Bank Guarantee of nationalized bank/scheduled bank for a period of 38 months.

14. 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.
15. The supplier has to provide training on operation of Information Kiosk to the officials nominated by the Registrar General. In addition to above, vendor should also provide onsite training to end-user at the time of installation of the information Kiosk machines.
16. Any disputes arising out of this tender will be under the Jurisdiction of Court of Jabalpur only.

17. RIGHTS OF THE REGISTRAR GENERAL, HIGH COURT OF M.P., JABALPUR:-

- 17.1 The Registrar General, High Court of M.P. reserves the right to accept or reject any or all the tenders in part or full, without assigning any reason whatsoever.
- 17.2 The Registrar General, High Court of M.P. is not bound to accept the lowest tender.
- 17.3 The Registrar General, High Court of M.P. reserves the right to award the work to one or more bidders.
- 17.4 The Registrar General, High Court of M.P. reserves the right to terminate the contract at any time by giving an intimation in writing without assigning any reason.
- 17.5 In case of violation of terms and conditions of the contract or unsatisfactory supply of material, the Registrar General, High Court of M.P. reserves the right to terminate the contract by giving intimation to the supplier/contractor and forfeit the security deposit. In this case the firm will be blacklisted by the High Court.
- 17.6 Bidder must acknowledge that he has understood all the terms and conditions mentioned in the Tender document and sign on each page of Tender document in acknowledgement of this.
- 17.7 The Registrar General, High Court of Madhya Pradesh, Jabalpur reserves the right to vary, amend or alter any

terms and conditions of the Tender Document at the time of execution of the Contract.

18 LIQUIDATED DAMAGES (LD):-

If the successful tenderer fails to deliver any or all of the Information Kiosk or to perform the services within the time period(s) as mentioned in tender document. The Registrar General, High Court of Madhya Pradesh shall without prejudice to its other remedies under the contract, deduct from the contract value, as liquidated damages, a sum equivalent to the 1% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract value. Once the maximum is reached, the Registrar General, High Court of Madhya Pradesh may consider termination of the contract.

19 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 sole arbitrator appointed by Hon'ble the Chief Justice, High Court of M.P. The arbitration shall be in Jabalpur and the Arbitrator shall give his award in accordance with "The Arbitration and Conciliation Act, 1996". The decision of the arbitrator shall be final and binding upon the parties.

**Signature of the Bidder
(With office seal and full address)**

**REGISTRAR GENERAL
HIGH COURT OF M.P.,**

Name:

Capacity in which signed:

Date:

FORM: - 1
BIDDERS DETAILS

S.No.	Description	Indicate also page number where attached
1.	Name, address & telephone number of the agency/firm submitting the bid	
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.	Copy of valid ISO Certificate of the product to be supplied	
7.	Copy of Service Tax Registration No.	
8.	Copy of Latest Service Tax Return	
9.	Experience Certificates/details of 3 years in providing services/supply of information Kiosk machines having printing facility in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies.	
10.	Details of Bid Security/Earnest Money Deposit: a) Amount: b) Demand Draft. c) Date of issue: d) Name of issuing Bank:	

Form: - 2

SIMILAR WORK EXPERIENCE

_____ (Location)
_____ (Date)

From (Name & Address of the Bidder)

_____ To,

_____ The Registrar General,
_____ High Court of Madhya Pradesh,
_____ Jabalpur

Subject: Supply of touch screen Information KIOSK machines with printing facility with the help of Debit card / Credit card to the High Court of Madhya Pradesh.

Ref.: _____

1. We hereby declare and confirm that we, _____ (Name of the Bidder), having registered office at _____ (address) have successfully executed following projects. We are providing the details below: (Note: add rows as required).

Sl. No.	Name of the client organization	Purchase Order (P.O) No. & Date of issue of P.O.	Project Value	Brief Scope of Work	Whether the copies of the purchase orders / contracts from the client as required, is attached?	
					Yes/No	Pg. No. on the Proposal

Yours Sincerely,

(Signature of Authorized Signatory)

Name and Designation of the Authorized Signatory:

Name and address of the Bidder Company:

Seal:

BID FORM (1 sheet)

Tender No. :

Date :

To,

**The Registrar General
High Court of M.P.
Jabalpur (M.P.)**

Respected Sir,

1. Having examined the conditions of the contract and specifications in the tender document and annexure, the receipt of which is hereby duly acknowledged, we undersigned, offer to supply the Information Kiosk machines having printing facility for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake (if our Bid is accepted) to complete delivery of all the items specified in the contract within the delivery schedule specified in the tender.
3. If our Bid is accepted, we will obtain the unconditional performance guarantees of a Nationalized/Scheduled Bank for a sum 10% of the purchase / contract value.
4. We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Purchase Order of Contract is prepared and a contract is executed accordingly, this Bid together with your written acceptance thereof in your notification of award shall constitute a contract binding on us, subject to terms and conditions mentioned in the tender document.

6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive and you may reject any bid without assigning reason therefore and you may vary, amend or alter any terms and conditions of the Tender Document at the time of execution of the Contract.

Dated this day of 2016

Name and Signature

In the capacity of

**Duly authorised to sign the bid
for and on behalf of**

Witness

Address

Signature

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.
3. The Information KIOSK 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 and agree to abide by them.

Authorized Signatory

(Seal of the Company)

CHAPTER – 3

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 should be on-site at the respective District Courts in the State of Madhya Pradesh.

Specify Make:

Model:

S N o	Item Descriptions	Unit Price (Rs.)	Sales / Service Tax (Rs.) as applicable	Any other Taxes and Duties	Total Unit Price (All inclusive) with Three years on-site warranty for Items (Rs.)	*Number of Information KIOSK along with necessary accessories, drivers and printing facility with the help Debit / Credit card	Total Cost
	1	2	3	4	2+3+4 = 5	6	7 = (5 X 6)
1	Information Kiosks Thin Client Based Free Standing Type with Display Size: 48.3 cm (19 inches) LCD with printing facility with the help of recharge debit card / credit card along with all drivers and support . (Specifications : A)					07	
2	Support / Any other charges					Lump sum	
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:

Date:

Specifications: Annexure –A

S.No.	Specifications	Description	Technically Compliant (Yes/No)
1	Type / Mounting:	Free Standing	
2	Construction base made environmental :	The Kiosk shall be floor mounted with permanent and screw less chassis. The enclosure shall be of minimum 1.6 mm thick CRCA steel, polymer powder coated designed to work in harsh conditions. The design should be vandal resistant and should have good design with display of High Court logo.	
3	Display Type :		
	(a) Type	Colour LED	
	(b) Size	48.3 cm (19 inches)	
	(c) Resolution	1280 x 1024 for 48.3 cm display	
	(d) Touch Screen	APR / SAW type with 3 mm or higher antiglare & overlay tempered vandal resistant glass (Vandal resistance shall be established by dropping ball or 50 mm dia of 0.5 kg. from a height of 1.3 there shall not be any damage to screen)	
	(e) LCD Touch panel	Minimum 250 CD / m2 (NITS) brightness	
4	System Details :		
	(a) Processor	Intel Core i5-4570S with Intel HD Graphics 4600 2.9 GHz or above	
	(b) Memory (RAM)	4 GB 1600 MHz DDR3 SDRAM	
	(c) ODD	Provision to connect external CD ROM	
	(d) HDD / Storage	16 GB MLC mSATA SSD	
	(e) Operating System & Software	Windows Embedded Standard 7E 32 s/w firefox, JVM, Open Office Software , pdf reader etc.	
	(f) Network details / LAN	TCP/IP with DNS and DHCP, 10/100/1000 Base Fast Ethernet, Protocols Twisted pair (RJ-45), Point-to-Point Protocol PPP), Point-to-Point Protocol over Ethernet (PPPoE), Point-to-Point Tunneling Protocol (PPTP), Wake on LAN and PXE.	
	Graphics	Intel / AMD Radeon HD 7650A (2 GB - MXM) or above .	
5	Power Supply	180 – 240V, 50Hz, AC Supply	
6	Cooling	Suitable number of fans to be provided	
7	Equivalent Laser Jet printer having A4 / Legal size page printing	The Laser Jet printer be able to print minimum 20 prints per minute and should support printing directly from the software	
9	UPS	APC / Numeric UPS with half an hour power backup	
8	Antivirus	Quick heal antivirus support for three years .(if required)	
10	Any other accessories like Credit card / debit card reader	As per requirement for printing of the documents.	

SCHEDULE OF DELIVERY

ITEM	TIME PERIOD
Information KIOSK machines	Within four weeks after release of the Purchase Order.

COMPLIANCE STATEMENT OF ELIGIBILITY CONDITIONS

Clause	Whether Complied or Not	Remarks, if any

Performance Security

Date: _____

Contract Name and No.

: _____

To:

WHEREAS _____ (hereinafter “the Supplier”) has undertaken, pursuant to Contract No. _____ dated _____, _____ to supply _____ (hereinafter “the Contract”).

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security _____ issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS the undersigned _____, legally domiciled in _____, (hereinafter “the Guarantor”), have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of _____ and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the _____ day of _____, _____.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the security for and on behalf of _____

Date _____