

HIGH COURT OF JAMMU AND KASHMIR
(OFFICE OF THE CENTRAL PROJECT COORDINATER e-COURTS)

NOTICE INVITING TENDER

No: TENDER-JKHC/1/2017

Dated: 05.10.2018

High Court is to install 32 inch Samsung LED displays (Signage TVs) in the Lawyer's Chambers Building at Srinagar. For the same, tenders are invited for supply, installation, testing and maintenance of the material details of which are given in the Annexure-I. Technical and commercial bids may be submitted in two separate envelopes super-scribed as "Technical" and "Commercial" up to 22-10-2018 4 PM in the office of the undersigned. Bids will be opened in presence of the bidders/representatives on the same day after expiry of period of bid submission.

GENERAL TERMS AND CONDITIONS

- (1) Time for completion of supply and installation is 15 days from the date of issuance of Purchase order.
- (2) Bids must be accompanied with EMD of Rs 10,000/- (Rupees Ten Thousand Only) and non-refundable tender fee of Rs 500/- (Rupees five hundred only) in the name of Registrar General High Court of Jammu and Kashmir Srinagar.
- (3) Rates must be quoted per item. Rates must be inclusive of taxes. Proforma of price bid is given under **Annexure-II**.
- (4) Bidders must attach with the bid the brochure of the products offered by them containing entire description.
- (5) Bidders shall also submit along with the bid a copy of the tender document duly signed and sealed by the bidder as an acknowledgement to the acceptance of the terms and conditions of the tender.
- (7) Validity of rates quoted should not be less than six months.
- (8) The authorized distributor/dealer/agent etc., should be in the business of

similar products (IT/Electronic/Telecommunication) at least for 3 years as on the date of submission of the bid. Proof for the same must be submitted with the technical bid.

- (9) During warranty period, the vendor has to attend the complaints without fail within the shortest possible time and in no case shall exceed two days downtime.
- (10) The vendor must have a cumulative turnover of at least Rs 1 crore during the last three financial years i.e, 2015-16, 2016-17, 2017-18 from the computer related business. Audited reports and balance sheets must be submitted as proof for the same.
- (11) The prices quoted by the Vendor shall be in Indian rupees, inclusive of all taxes and not be subject to any price escalation.
- (12) Bidders are to quote all the tendered items. High Court of Jammu and Kashmir reserves the right to split orders and / or accept or reject any quotation as also to alter any or all of the terms and conditions without assigning any reasons thereof.
- (13) The tendered items must be with a comprehensive onsite warranty of 3 years.

Eligibility Criteria:

Bidder must have:

1. Registration Certificate for Sole Proprietorship Firms.
2. Registered number of GST where his business is located and Income Tax/Pan/TIN and must submit copies of relevant certificates with the technical bid.
3. Letter of authorisation from the OEM. If the OEM is the bidder itself, then letter of incorporation of OEM.

4. A Bidder who is blacklisted from any other Govt. institution is not eligible to participate in this tender. Similarly, at the time of bidding, the firms blacklisted/debarred in participating in any activities for fraudulent or corrupt practices by any State or Central Govt. or UT in India are not allowed to bid. For not being so debarred, the bidder must enclose a self-certified letter as proof.

Opening of Bids and Bid evaluation :-

1. Technical bids will be opened first as per Schedule mentioned in the Tender Document. However, evaluation of technical bids will be carried out later on and results of the technical evaluation will be notified to the bidders through the official website of the High Court <http://jkhighcourt.nic.in>

2. Financial bids of only technically qualified bids will be opened and comparative statement of rates quoted by technically qualified bidders will be notified on the official website of the High Court <http://jkhighcourt.nic.in>

3. The decision of the Evaluation Committee in the evaluation of the Qualification criteria and Commercial Bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.

Note: High Court of Jammu and Kashmir may waive any minor informality or non-conformity or irregularity in a Bid.

4. High Court of Jammu and Kashmir reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the

grounds for Tendering Authority's action.

Payment Terms: -

1. Payment will be made on successful installation and testing of the ordered items at the desired location. Certificate of successful installation shall be provided by Registrar Judicial Srinagar or the officer/official nominated by him.
2. The payment would be made after deducting necessary taxes, penalties etc. if applicable.

Bid Security (EMD – Earnest Money Deposit)

1. EMD Rs. 10,000/- (Rupees Ten Thousand only). Payment can be made through FD/DD/CDR/Bank Guarantee valid for three months in each case favouring Registrar General High Court of Jammu and Kashmir payable at Srinagar.
2. A non-refundable tender fee of Rs 500/- (Rupees five hundred only) in the form of DD favouring Registrar General, High Court of J&K and payable at Srinagar must also accompany the bid.
3. Successful bidder will have to submit Performance Security Deposit of 5% of actual value of contract through bank guarantee in favour of Registrar General, High Court of J&K valid for the period of contract including the period of warranty.
4. The Earnest Money Deposit will be returned to the unsuccessful bidder within seven days of opening of financial bids and to the successful bidder within fifteen days of award of contract.

Performance Bank Guarantee:-

1 The successful Bidder shall at his own expense submit within fifteen (15) working days from the date of Notice of award of the Contract or Prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (**Annexure-III**) of an amount equivalent to 5% of Contract value in Indian Rupees.

2 No interest shall be payable on the Performance Bank Guarantee.

3 Performance Bank Guarantee shall remain valid for the period of Contract.

Contract / Agreement:-

1. Failure of the successful Bidder to agree with the Terms and Conditions of the Bid/Contract shall constitute sufficient grounds for the annulment of the award, in that event, Tender issuing Authority may make the award to the next Best Value Bidder or call for new Bids.

Legal Jurisdiction:- All Legal disputes are subject to the jurisdiction of Jammu and Kashmir only, preceded by Arbitration.

Date : 05.10.2018

Place : Srinagar.

Sd/

Malik Shabir Ahmad
Central Project Co-Ordinator
(e-Courts)
High Court of Jammu and Kashmir

No: TENDER-JKHC/1/2017

Dated: 05.10.2018

ANNEXURE-I
BoM

S.NO	ITEMS REQUIRED	App. Quantity Required	UOM
1	CAT 5E UTP CABLE	200 Meter	Meter
2	Cat 5E IO	05 No.	No.
3	Laying of Conduit/Channel	100 mts	Metre
4	Sinage 32' Digital Display (Samsung DB 32E)	05 No.	No.

Note:

Labour cost must be shown separately in the financial bid. The grand total must be material cost plus labour cost.

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Annexure-II

PRICE BID

S.No.	Name of Item	Quantity	Rate Per unit	GST per unit	Labour Cost per unit	Total
1	2	3	4	5	6	$7=3x(4+5+6)$
Grand Total						

Grand Total in Words: _____

Signature of Bidder with Seal

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Annexure-III

PERFORMANCE BANK GUARANTEE {to be submitted by the bidder's bank}

(To be submitted on Non-Judicial stamp paper in accordance with Stamp Act and to be issued by a Nationalised/
Scheduled bank having its branch at Srinagar/Jammu) (Payable at par at Srinagar/Jammu)

To,

Registrar General,
J & K High Court,
Srinagar.

(Guarantee shall be restricted to an amount not exceeding
Rs.....(Rupees.....only))

1. In consideration of the J & K High Court, Jammu (hereinafter called "JKHC") having agreed to exempt M/s.....(hereinafter called "the said Contractor(s)" from the demand under the terms and conditions of an Agreement No..... dated..... made between the High Court of Jammu and Kashmir through Registrar General and(Contractor) hereinafter called "the said agreement" for the work from security deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said agreement on production of a Bank Guarantee for Rs(Rupees.....only) on demand.

2. We(Indicate name of the Bank), do hereby undertake to pay Rs.....(Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the JKHC. Any such demand made on the Bank by the JKHC shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the JKHC and we.....(indicate name of the Bank), bound ourselves with all the directions given by JKHC regarding this bank guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....)

3. We (indicate name of the bank), undertake to pay to the JKHC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding before any court or Tribunal or Arbitrator etc relating thereto, our liability under these presents being absolute, unequivocal and unconditional.

4. We (indicate name of the bank) further agree that the performance guarantee herein contained shall remain in full force and effective upto <Date> and that it

shall continue to be enforceable for above specified period till all the dues of JKHC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the JKHC certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We (indicate name of the bank) further agree with the JKHC that the JKHC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercised by the JKHC against the said contractor(s) and to forebear or enforce any of the RFP conditions for selection of the vendor for supply of NAS and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part the JKHC or any indulgence by the JKHC to the said contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us(indicate the name of Bank) under this guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)

7. We(indicate the name of Bank) lastly undertake not to revoke this guarantee except with the prior consent of the JKHC in writing.

8. This performance guarantee shall remain in valid and in full effect until it is decided to be discharged by the JKHC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....(Rupees.....only).

9. It shall not be necessary for the JKHC to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the JKHC may have obtained or obtain from the contractor.

10. We (indicate the name of Bank) verify that we have a branch at Jammu. We undertake that this Bank Guarantee shall be payable at any of its branch at Jammu. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

11. We hereby confirm that we have the power(s) to issue this guarantee in your

favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Date (Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

WTTNESS (with full name, designation, address & official seal, if any)

(1)

(2)

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number: