

THE HIGH COURT OF KERALA

No.H4-55040/16

Kochi:682031

Dated :14/12/16

TENDER NOTICE

E tenders are invited for the supply of 34 Nos of mobile handsets for the High Court under buy back scheme of the existing 34 Nos. of Samsung Grand Duos I 9082 model (purchased in March 2014) of mobile phone. The tenderes have to quote rates for Vivo V3 Max, Lenovo Vibe X3, Samsung Galaxy J7 Prime, Motorola Moto X Play, Lyf Earth 2, One plus One ,Asus Zenfone 3 Black and i phone 5S or equivalent mobile phones.

Registrar (Administration) (hereinafter referred to as "High Court of Kerala ") invites online bids in one cover system for the supply of the abovesaid equipments in accordance with the various provisions of Stores Purchase Manual . The successful Bidder shall be finalized based on competitive bidding process. The bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

Bid Inviting Authority	"High Court of Kerala "
Tender Notification Reference	Tender No H4-55040/16 dated 14/12/16 through http://etenders.kerala.gov.in/nicgep/app
Contact Person	Registrar (Administration), "High Court of Kerala " Tel: 0484-2562436
Mode of Tender Submission	Tender should be submitted online at "etenders.kerala.gov.in"
Non refundable Tender document fee	₹1470/- (Inclusive of VAT @5 %)
Earnest Money Deposit (EMD) payable	₹6800/-
Last date & Time for submission of Bids	05/01/17 4pm
Opening of Bids	11/01/17 11am

GENERAL CONDITIONS

Note: The dates furnished above are subject to revision

1. This tender document is not transferable. Tender Documents shall be available only on the Internet and shall not be available for sales elsewhere.
 2. "High Court of Kerala " reserves the right to amend or cancel the tender in part or in full without prior notice at any point of time.
 3. "High Court of Kerala " deems it appropriate to revise any part of this tender or to issue additional data to clarify an interpretation of provisions of this tender, it may issue supplements to this tender Any such supplement shall be deemed to be incorporated by this reference to this tender.
 4. "High Court of Kerala " reserves the right to reject the bid of parties who have failed to provide adequate after sales support for the products supplied against various orders.
 5. Supplier shall provide access to their Website so that "High Court of Kerala " can verify whether the warranty and coverage / scope details are updated in the website as per the order.
 6. The Special Instructions to the Contractors/Bidders for the e-submission of the bids are given under "Help to Contractors" in website <http://etenders.kerala.gov.in/nicgep/app>.
- 6.1 The tenders should be submitted online in single cover system.
- Cover contents
- i) Organization/ Company Profile.
 - ii) Registration certificate/ Authorization letter.
 - iii) Preliminary Agreement

- iv) PAN
- v) TIN certificate
- vi) VAT Registration
- vii) Duly filled BOQ

7. Instruction to Bidders

Bidders are advised to study this tender document carefully before participating. It shall be deemed that submission of bid by the bidder has been done after their careful study and examination of the tender with full understanding to its implications. Any lack of information shall not in any way relieve the bidder of his responsibility to fulfill his obligations under the Bid.

i) Preparation of Bids

Bids must be precise, concise and complete in every manner. All information not directly relevant to this tender should be omitted. "High Court of Kerala" will evaluate bidder's proposal based upon its clarity and directness of its response to the requirements of the project as outlined in this tender.

ii) Bid Forms Wherever a specific form is prescribed in the bid document, the bidder shall use the form to provide relevant information. If the form does not provide sufficient space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.

iii) Period of Validity of Bids

a. The bid shall remain valid for four months from the date of opening of the tender. Bidder should ensure that in all circumstances, its Bid fulfills the validity condition. Any bid valid for a shorter period shall be rejected as nonresponsive.

b. In exceptional circumstances, "High Court of Kerala" may solicit bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by Fax. Bid Security shall also be suitably extended. A bidder granting the request is neither required nor permitted to modify the bid.

iv) Non Confirming Bids

Any bid may be construed as a non-conforming bid and ineligible for consideration if it does not comply with the requirements of this tender. The failure to comply with the technical requirements, and acknowledgment of receipt of amendments, are common causes for holding bids nonconforming. In addition, High Court of Kerala will look with disfavor upon bid that do not follow the format requested in this tender or do not appear to address the particular hardware requirements as specified by High Court of Kerala in the tender, and any such bidders may also be disqualified.

v) Bid Prices

a. The bidder shall quote a fixed price

b. High Court of Kerala reserves the right to procure the components/services listed in this tender in whole or in part.

c. No adjustment of the contract price shall be made on account of any variations in costs of labor, traveling and materials, taxes, duties and levies or any other cost component affecting the total cost in fulfilling the obligations under the contract.

d. The Contract price shall be the only payment, payable by High Court of Kerala to the successful bidder for completion of the contractual obligations by the successful bidder under the Contract, subject to the terms of payment specified in the contract.

e. The price would be inclusive of all Levies & Taxes i.e., Sales Tax & Excise packing forwarding, freight, delivery, loading & unloading, assembling etc. However, any future change, upwards or downwards, in statutory Taxes and Levies shall be to the account of the Bidder.

f. The prices, once offered, must remain fixed and must not be subject to escalation for any reason. A Bid submitted with an adjustable price quotation or conditional Bid may be rejected as non-responsive.

g. DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc, into account.

h. The supplier shall quote as per the prescribed BoQ for all the items given in the material requirement summary.

i. The price approved by, High Court of Kerala for procurement will be inclusive of Levies and Taxes, packing & forwarding, freight along with loading & unloading, delivery and assembling and any change in these shall have no effect on price during the scheduled period of contract.

vi) Modification and Withdrawal of Bids

a. The Bidder is allowed to modify or withdraw its submitted bid any time prior to the last date prescribed for receipt of bids, by giving a written notice to the High Court.

b. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.

c. The Bidders cannot withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid. Such withdrawal will result in the forfeiture of its EMD from the Bidder.

8. Submission of Bids

- i) The bidder shall submit the above bid document online in PDF/xls/rar/dwf format well in advance before the prescribed time. Bidder shall scan the documents in normal resolution to reduce the file size and use high speed network for uploading the documents.
- ii) The bids will be accepted only through online mode and no manual submission of the same will be entertained. Any bid which is submitted manually shall not be considered for evaluation.

9. Document Fee and EMD

i) Bidders shall remit the Tender document fees and EMD using the online payment options of e-procurement system only. Bidders are advised to visit the "Downloads" section of eprocurement website (www.etenders.kerala.gov.in) for detailed instructions on making online payment using SBT internet banking facility or by using NEFT.

ii) Bidders, while participating in online tenders published in Government of Kerala's eProcurement website (www.etenders.kerala.gov.in), should ensure the following:

a. Single transaction for remitting Tender document fee and EMD: Bidder should ensure that tender document fees and EMD are remitted as one single transaction and not separate. Separate or split remittance for tender document fee and EMD shall be treated as invalid transactions.

b. Account number as per Remittance Form only: Bidder should ensure that account no. entered during NEFT remittance at any bank counter or during adding beneficiary account in Internet banking site is the same as it appears in the remittance form generated for that particular bid by the e-Procurement system. Bidder should ensure that tender document fees and EMD are remitted only to the account number given in the Remittance form provided by e-Procurement system for that particular tender. Bidder should ensure the correctness of details inputted while remittance through NEFT. Please also ensure that your banker inputs the Account Number (which is case sensitive) as displayed or appears in the Remittance form. Bidder should not truncate or add any other detail to the above account number. No additional information like bidder name, company name, etc. should be entered in the account no. column along with account no. for NEFT remittance.

iii) Only NEFT remittance allowed: Vendors should note that only NEFT remittances are allowed through the e-tender system.

iv) RTGS PAYMENTS, ACCOUNT TO ACCOUNT TRANSFERS OR CASH PAYMENTS NOT ALLOWED: AND ARE INVALID MODE OF PAYMENTS. HENCE, THE REMITTANCE FORM PROVIDED BY E-PROCUREMENT SYSTEM IS TO BE USED ONLY FOR NEFT PAYMENT.

v) UTR number: Bidders should ensure that the remittance confirmation (UTR number) received after NEFT transfer should be updated as it is, without any truncation or addition, in the eProcurement system for tracking the payment.

vi) One Remittance form per bidder and per bid: The remittance form provided by e-Procurement system shall be valid for that particular bidder and bid and should not be re-used for any other tender or bid or by any other bidder. Bidders opting for NEFT facility of online payment are advised to exercise this option at least 48 hours before the closing of the bid to ensure that payment towards tender document fees & EMD are credited and a confirmation is reflected in the e-Procurement system. The online NEFT remittance form provided by e-Procurement system for making a NEFT transaction is not a payment confirmation. High Court of Kerala/ NIC/ SBT shall not be responsible for any kind of delay in payment status confirmation.

The bids will not be considered for further processing if bidder fails to comply on points i to iv above and tender fees and EMD will be reversed to the account from which it was received. Any bid not accompanied by EMD will be summarily rejected.

vii) The firms which furnish appropriate Certificate of Exemption from Government as per the provisions of Stores Purchase Manual shall be exempted from furnishing Earnest Money Deposit.

10. Opening and Evaluation of Bid

i) Bid opening shall be done as per the date mentioned in the section.

ii) The Evaluation Committee would evaluate the bid.

iii) To assist in the examination, evaluation and comparison of bids High Court of Kerala, at its discretion ask the bidder for the clarification / confirmation of compliance of its bid. The request for clarification / confirmation of compliance and the response shall be in writing. However, no post bid clarification / confirmation of compliance at the initiative of the bidder shall be entertained.

iv) High Court of Kerala shall evaluate in detail the bids and determine whether the bid complies with all the requirements.

- v). The bidder will provide the compliance status, deviations if any, impact of deviations (considered as negative impact), value addition provided and impact of value addition (considered as positive impact) for all the components.
- vi). The comparison of evaluation shall be of the total cost of the bid, inclusive of all taxes, levies and charges, warranty and onsite maintenance for warranty period.
- vii). High Court of Kerala reserves the right to negotiate with the Bidder whose proposal has been ranked first on the basis of best value after evaluation.

11. Rejection of Bids

Notwithstanding anything else contained to contrary in this Tender document, High Court of Kerala reserves the right to accept or reject any Bid or to annul the bidding process fully or partially and to reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected.

12. Evaluation

The bid evaluation process consists of the Technical evaluation followed by the Financial evaluation by the Committee constituted. Only technically successful bids are eligible for financial evaluation.

ii) High Court of Kerala's Right to Accept Any Bid and to reject any or all Bids

High Court of Kerala reserves the right to accept any bid, and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the High Court of Kerala

iii). High Court of Kerala's Right to Terminate Process

a. High Court of Kerala may terminate the tender process at any time without assigning any reason. High Court of Kerala makes no commitments, expressed or implied that this process will result in a business transaction with anyone.

b. This tender does not constitute an offer by High Court of Kerala. The bidder's participation in this process may result in High Court of Kerala selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not however signify a commitment by High Court of Kerala to execute a contract or to continue negotiations. High Court of Kerala may terminate negotiations at any time without assigning any reason

13 If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money if, any, deposited by him will be forfeited to Government or such action taken against him as High Court think fit.

14. Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of the articles tendered for.

15. (a) The tenderer shall clearly specify whether the articles offered bear Indian Standards Institution Certification Mark or not. In such cases, they shall produce copies of Certification mark along with their tender in support of it.

(b) Tenderers shall clearly specify whether the goods are offered from indigenous sources, from imported stocks in India or from foreign sources to be imported under a license. Government reserves the right to reject offers for import of goods if the Import Trade Control Policy in force at the time of award of the contract prohibits or restricts such imports.

16. The final acceptance of the tenders rests entirely with the High Court who do not bind themselves to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them.

17. In the case of materials of technical nature the successful tenderer should be prepared to guarantee satisfactory performance for a definite period under a definite penalty.

18. Award of Contract

i) Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfillment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty, lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out in para 11 below.

ii) (a) The successful tenderer shall, before signing the agreement and within the period specified in the letter of acceptance of his tender deposit a sum equivalent to 5 per cent of the value of the contract as security for the satisfactory fulfillment of the contract less the amount of money deposited by him along with his

tender. The amount of security may be deposited in the manner prescribed in clause 4 supra or in Government Treasury Savings Bank and the Pass Book pledged to Purchasing Officer or in Fixed Deposit Receipts of State Bank of Travancore/State Bank of India endorsed in favour of the above officer. Letters of guarantee in the prescribed form for the amount of security from an approved Bank will also be considered enough at the discretion of government. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited to Government and contract arranged elsewhere at the defaulter's risk and any loss incurred by Government on account of the purchase will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby. If the defaulting firm is a registered firm their registration is liable to be cancelled.

(b) In cases where a successful tenderer, after having made partial supplies fails to fulfil the contracts in full, all or any of the materials not supplied may at the discretion of the Purchasing Officer, be purchased by means of another tender/ quotation or by negotiation or from the next higher tenderer who had offered to supply already and the loss, if any, caused to the Government shall thereby together with such sums as may be fixed by the Government towards damages be recovered from the defaulting tenderer.

(c) Even in cases where no alternate purchases are arranged for the materials not supplied, the proportionate portion of the security deposit based on the cost of the materials not supplied at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.

(d) If the contractor fails to deliver all or any of the stores or perform the service within the time/period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated, damages, a sum equivalent to 1% of the delivered price of the delayed stores or unperformed services for each day of delay until actual delivery or performance, upto a maximum deduction of 10% of the contract prices of the delayed stores or services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.

19. The performance security deposit shall, subject to the conditions specified herein, be returned to the contractor within three months after the expiration of the contract, but in the event of any dispute arising between the Department concerned and the contractor, the Department shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from Government to the contractor. In all cases where there are guarantee for the goods supplied the security deposit will be released only after the expiry of the guarantee period.

20. Payments will be made only after the supplies are actually verified and taken to stock.

21. The contractor shall not assign or make over the contract or the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the purchasing officer who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the sub-contractor upon such rescission. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.

22. In case the contractor becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection on behalf of or his creditors, or in case any receiving order or orders, for the administration of his estate are made against him or in case the contractor shall commit any act of insolvency or case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall, thereupon, after notice given by the purchasing Officer to the contractor, be determined and the Department/ Government may complete the contract in such time and manner and by such persons as the Department/Government shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the Government against the contractor or his sureties in respect of any breach of contract therefore committed by the contractor. All expenses and damages caused to Government by any breach of contract by the contractor shall be paid by the contractor to Government, and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

23. In case the contractor fails to supply and deliver any of the said articles and things within the time provided for delivery of the same, or in case the contractor commits any breach of any of the covenants, stipulations

and agreements herein contained, and on his part to be observed and performed, then and in any such case, it shall be lawful for High Court (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of the High Court by an order in writing under the hand of the Purchasing Officer put an end to this contract and in case the High Court shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses or other money shall then or any time during the continuance of this contract be payable by the contractor to the High Court under and by virtue of this contract, it shall be lawful for the Government from and out of any moneys for the time being payable or owing to the contractor from the High Court under or by virtue of this contract or otherwise to pay and reimburse to the High Court all such costs, damages and expenses they may have sustained, incurred or been put to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and also all such difference in price, compensation, loss, costs, damages, expenses and other moneys as shall for the time being be payable by the contractor aforesaid.

(b) In case any difference or dispute arises in connection with the contract, all legal proceeding relating to the matter shall be instituted in the High Court

24. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Purchasing Officer or Government or any other person authorized by High Court and set off against any claim of the Purchasing Officer or High Court for the payment of a sum of money arising out of or under any other contract made by the contractor with the Purchasing Officer or High Court or any other person authorized by High Court. Any sum of money due and payable to the successful tenderer or contractor from High Court shall be adjusted against any sum of money due to Government from him under any other contracts.

25. Every notice hereby required or authorized to be given may be either given to the contractor personally or left at his residence or last known place of abode or business, or may be handed over to his agent personally, or may be addressed to the contractor by post at his usual or last known place of abode or business and if so addressed and posted, shall be deemed to have been served on the contractor on the date on which, in the ordinary course of post, a letter so addressed and posted would reach his place of abode or business.

26. (a) No representation for enhancement of rates once accepted will be considered.

(b) In the case of imported goods, when the price accepted is the ex-site price quoted by the tenderer, the benefit of any reduction in the c.i.f. price should accrue to the purchasing Department of Government.

27 Any attempt on the part of the tenderers or their agents to influence the Department/Stores Purchase Department in their favour by personal canvassing with the Officers concerned will disqualify the tenderers.

28 Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security in the even of default in supplies or failure to supply within the stipulated period.

29 (a) The prices quoted should be inclusive of all taxes, duties cesses, etc., which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract.

30 Special conditions, if any, of the tenderers attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.

31 The tenderer should provide letter of authorization of the mobile phone manufacturer.

32. The tenderers shall ensure that the brand of mobile quoted by them have well equipped authorised service centre in Kochi. These service centers shall provide after sales service on credit facility for a minimum of three years. The tenderer must provide a authorisation letter from the authorised service centre/manufacturer in this matter.

33. Turn over of the tenderer during the last financial year shall be 5 times the value of the contract.

34. High Court reserves its right to trade or not to trade the old Stores while purchasing the new ones and the tenderers are to frame their quotations accordingly.

35. The final acceptance of the tenders rests entirely with the High Court who do not bind themselves to accept the lowest or any tender,

36. The service and payment conditions regarding the contract will be governed by the Kerala Stores Purchase Manual, Kerala Finance Code, the Income Tax Act, 1961 , the Kerala Value Added Tax Act and other relevant law being in force.

37. The tenderer should send along with his tender an agreement executed and signed in Kerala Stamp Paper of value ₹200/- purchased in the Kerala State. A specimen form of agreement is given as Annexure-I. Tenders without the agreement in stamped paper will be rejected outright. But in deserving cases where agreement has not been received, the purchasing officer may exercise his discretion and call upon such tenderer to execute the agreement within a period of ten days from the date of issue of such intimation, if the Purchasing Officer is satisfied that the omission to forward the agreement along with the tender was due to causes beyond the control of the tenderer and was not due to any negligence on his part. Agreement received from a tenderer after the above time limit will not be considered.



K.R. JAYAPRAKASH NARAYANAN
REGISTRAR (ADMINISTRATION)

Station : Ernakulam
Date:14/12/16

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Annexure-I

SPECIMEN FOR AGREEMENT

Articles of agreement executed on this the day of between the Registrar (Administration) (hereinafter referred to as "High Court of Kerala ") of the one part and Shri. (H.E. name and address of the tenderer) (hereinafter referred to as "the bounden") of the other part.

WHEREAS in response to the Notification No. H4-55040/16 dated 14/12/16 the bounden has submitted to the High Court a tender for the supply of 34 Nos of mobile handsets for the High Court under buy back scheme of the existing 34 Nos. of Samsung Grand Duos I 9082 model subject to the terms and conditions contained in the said tender;

WHEREAS the bounden has also deposited with the High Court a sum of ₹6800/- as earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the High Court .

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

- 1. In case the tender submitted by the bounden is accepted by the High Court and the contract for supply of 34 Nos of mobile handsets for the High Court under buy back scheme of the existing 34 Nos. of Samsung Grand Duos I 9082 model is awarded to the bounden, the bounden shall within 7 days of acceptance of his tender execute an agreement with the High Court incorporating all the terms and conditions under which the High Court accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the High Court shall have power and authority to recover from the bounden any loss or damage caused to the High Court by such breach as may be determined by the High Court by appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.
3. All sums found due to the High Court under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the High Court may deem fit.

In witness whereof Shri..... (H.E. name and designation) for and on behalf of the Registrar (Administration) Bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Shri. (date) In the presence of witnesses:

- 1.
2.

Signed by Shri. (date) In the presence of witnesses:

- 1.
2.