

HIGH COURT OF HIMACHAL PRADESH, SHIMLA - 171 001

Short-Term Tender for supply of 455 number of Smartphones to be provided to the Process Servers and Bailiffs in the Subordinate Courts in the State of Himachal Pradesh.

The High Court of Himachal Pradesh invites online bids from eligible OEM/bidders for supply of 455 number of Smartphones to be provided to the Process Servers and Bailiffs in the Subordinate Courts in the State of Himachal Pradesh.

SCHEDULE OF EVENTS FOR SUBMISSION OF THE TENDERS/ BIDS

Sl. No	Information	Details
1.	Tender No.	HHCCom-Ph-IISmartphones-2018-I
2.	Tender Release Date	01.12.2018
3.	Tender Document Fee	Nil
4.	Last date for submission of pre-bid queries for clarifications only through e-mail: cpc-hp@ajj.gov.in	on or before 03.12.2018 upto 04:00 PM
5.	Last date (deadline) for submission of e-bids (to be submitted online in H.P. Government e-Procurement portal https://hptenders.gov.in)	on or before 10.12.2018 upto 11:00 AM
6.	Opening of Technical bids	10.12.2018 at 03:00 PM
7.	Contact details and email id for queries	0177-2888456, 2888422 Email: cpc-hp@ajj.gov.in

TECHNICAL CRITERIA

Details of equipment's and Minimum Technical Specifications/ requirement to be empaneled/ procured are given as under: -

Required quantity: Smartphones (455 nos. approximately)

Note:- Quantity can be increased or decreased at the discretion of High Court of Himachal Pradesh.

1. Smartphones (455 no. approximately)

S.No	Parameter	Minimum Specifications
GENERIC		
1.	Processor speed (GHz)	Minimum 1.3 GHz or higher
2.	Processor core	Quadcore or higher
3.	RAM Size(in GB)	3
4.	Internal Storage (inGB)	32
5.	Storage Expandable upto (inGB)	128
6.	Operating System	Android Operating System Version 7.0 or above
BATTERY		
7.	Battery Standby time	>= 5 days
8.	Talk Time	>= 16 Hours
9.	Battery Capacity (mAH)	Minimum 3000 or higher
DISPLAY		
10.	Display Resolution (Horizontalx Vertical) (Pixel)	HD (Minimum1280x720)
11.	Displaysize (in inch)	Minimum 5 or higher
12.	Display Protection	Corning Gorilla Glass 3/ Ion-Strengthening Glass/ Scratch Resistant Glass/ or equivalent.

13.	Touch support	Multi Touch
CONNECTIVITY		
14.	SIM Card Slots	Dual
15.	Type of SIM	Micro/Nano
16.	Bluetooth Connectivity	4.0 or higher
17.	Connectivity	4GVoLTE
18.	Wi-Connectivity	802.11a/b/g/n
19.	Location Capture	Support for both standalone GPS and AGPS
CAMERA		
20.	Rear Camera Resolution (MegaPixel)	>/=12
21.	Front Camera Resolution (MegaPixels)	>/=8
22.	Other Camera Features	Geo Tag Supported Camera
OTHERS		
23.	Accessories	Charger, Datacable
24.	OEM warranty for smartphone	Minimum 1 Year or higher
25.	OEM warranty for battery	Minimum 6 Months or higher
26.	Warrantyservice	On-Site/Carry-in
27.	Certification	BIS Registration (under compulsory registration as per gazett notification S.O. 2905 (E) dated 13 th Nov, 2014)
28.		RoHS
29.		FCC
30.	Service Center	Must have Company Authorized Service Center in the respective districts of all the Consigneesas per Annexure-A .

Note: Any higher specification would also be acceptable but not the lower one.

ELIGIBILITY CRITERIA FOR BIDDERS

1. The tenderer must have its own office or must have agent stationed in Himachal Pradesh, and the tenderer is required to furnish certificate in this behalf. Tenderer should provide escalation matrix for their sales & support function.
2. A copy of the Registration number of the firm with attested copies of Articles of Association (in case of Registered Company), Byelaws and certificates of registration (in case of registered co-operative society), partnership deed (in case of partnership firm) should be submitted. Proprietorship establishment need to submit PAN Card and other valid licenses/registration certificates.
3. The tenderer shall have to attach the details of its Company in the format as per **Annexure-B**.
4. The tenderer shall have to attach OEM authorization form as per **Annexure-C** (Authorization to be taken from the hardware OEM). The OEM should have a minimum average turnover of Rs. 500 Crores during the last 3 financial years. The OEM should have been in the business of supply of Tablets/ Mobile Phones in India for a period of at least last 5 years as on last date of bid submission. Valid documentary proof is to be submitted in this behalf.
5. The Certificate in **Annexure-D** from the Company Secretary or the Managing Director in respect of the Company and from the Managing Partner in respect of a firm and from the Proprietor in the case of a proprietorship concern to the effect that the bidder is not currently **blacklisted** by any Government organization/agency in India or abroad.

6. The commercial proposal submission form (On Bidder's letter head) as per **Annexure-E** is also required to be uploaded with the Technical Bid.
7. The tenderer must have a turnover of Rs. 3 Crores consolidated for the last three financial years and a certificate to this effect duly issued by a Chartered Accountant must be annexed with **Annexure-B**.
8. The tenderer must be an income tax assessee for the last three financial years and copies of income tax returns for three financial years must be submitted with **Annexure-B**.
9. The Tenderer shall attach the documents (if any) in support of any experience in supply and installation of tendered product or about any experience in supply and installation of similar or other item to Courts/ Government Departments.

Note: The bidder will have to produce the original documents at Sl. No. 1 to 9 (as above) as and when demanded.

COMMERCIAL / FINANCIAL BID

1. The commercial bid must specify the rate for supply and Technical Support of Smartphones as given in the technical bid and it also should specify the amount of GST which would be chargeable. The rate must be specified including GST.
2. The commercial bid must be contained in **BoQ Sheet** available with the uploaded tender document. However, the undertaking as per **Annexure-E** is also to be uploaded on the eProcurement Web Portal along with other required documents.
3. The rates approved after calling tender shall remain valid for the period of 1 (one) year from the date of issue of supply order, so that the product may be purchased as per the additional future requirement.

OTHER TERMS AND CONDITIONS

1. INSTRUCTIONS TO BIDDER

- a) The instructions for bidders on how to submit the bid is available on the website i.e. <https://hptenders.gov.in/nicgep/app?page=BiddersManualKit&service=page>.
- b) The bid is non-transferable.
- c) The bidder shall have to furnish at least 2% as earnest money deposit (EMD) of the total amount quoted including G.S.T. as applicable tax etc., which should be sent in the form of bank draft or a bank guarantee in the name of Registrar General, High Court of Himachal Pradesh. However, the earnest money of unsuccessful tenderer shall be returned within a reasonable time. No interest will be payable on the amount of the EMD.
- d) The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding Documents. Failure to furnish all the information required in the bidding Documents or submission of a Bid not substantially responsive to the bidding Documents in every respect, shall be at the Bidder's risk and may result in rejection of the Bid. The Bid is liable to be rejected outright without any intimation to the Bidder, if complete information as called for in the Tender Document is not given therein or if any particulars asked for in the Forms/ proforma in the Tender are not fully furnished.
- e) The Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialed by the person or persons signing the Bid in original.

- f) Copy of all documents at Sl. No. 1 to 9 as defined under Eligibility Criteria, in a single file (.pdf) along with Bill of Quantity (BoQ) (.xls) and **Annexures- B to G** should only be uploaded on the e-procurement website i.e. <https://hptenders.gov.in> . The original instrument of earnest money be sent to the office of “Registrar General, High Court of Himachal Pradesh, Ravenswood, Shimla-171001” in the envelop with **super scription** on the top “**Short Term Tender/bid for the supply of 455 number of Smartphones to be provided to the Process Servers and Bailiffs in the Subordinate Courts in the State of Himachal Pradesh.**”
- g) The Technical Bid shall be complete in all respects and contain all information asked for, except prices. The Technical Bid Documents must be submitted in an organized and neat manner. **All pages shall be serially numbered. Enclosures in the Technical Bid are to be uploaded alongwith following Check-List:**

S. No.	Description	Compliance (Y/N)	Refer Page No. in the Bid
1.	Details of the Tenderer (Annexure-B)		
2.	OEM Authorization Form (Annexure-C)		
3.	Clean Track Declaration Record (Annexure-D)		
4.	Commercial Proposal Submission Form (Annexure-E)		
5.	Technical Bid(Annexure-F)		
6.	Letter for acceptance of all Terms and Conditions of Tender Document (Annexure-G)		
7.	Authorization letter of the person involved in the bidding process.		

2. AMENDMENT OF TENDER DOCUMENT

- a) The High Court may, at its discretion, extend the deadline for submission of Bids by amending the Tender Document. In such case, all rights and obligations of the Tender Issuer and Bidder, subject to the deadline will thereafter be subject to the deadline as extended.
- b) At any time prior to the submission of Bids, the Tendering Authority may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Bidder, modify, change, incorporate or delete certain conditions in the Tender Document.
- c) The corrigendum regarding amendments, if any, shall be published on e-procurement website i.e. <https://hptenders.gov.in> and on High Court’s Official Website, Website of H.P. Judicial Academy and Website of State Legal Services Authority. Bidders are advised to periodically browse/ check these websites to find out any further Corrigendum/ Addendum/ Notice published with respect to this Tender. All such amendments shall be binding on them.

3. OPENING OF BIDS

- a) Bids shall be opened by the Tendering Authority in the presence of Authorized representative of the Bidder who chooses to attend as per the Schedule. The Bidder’s representative who is present shall sign evidencing their attendance. Only one representative per Bidder shall be permitted to be present at the time of opening the Bids.

4. EVALUATION OF BIDS

- a) The Tender Evaluation Committee constituted by the High Court, shall evaluate the Tenders. The decision of the Evaluation Committee in the evaluation of the Technical Bids and Commercial Bids shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- b) Only technically qualified Bids will be processed for Financial/ Commercial Evaluation.
- c) High Court may call any or all Bidders for negotiation.

High Court may waive any minor informality or non-conformity or irregularity in a Bid.

5. AWARD OF CONTRACT

a) Award Criteria:

High Court will award the Contract to the successful Bidder, on the basis of techno-commercial evaluation and it will not be binding upon the High Court, to accept the lowest Bid. High Court reserves the right to award Contract to one or more Bidders.

b) Right to Accept/ Reject any Bid or all Bids:

High Court 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.

c) Notification of Award:

Prior to the expiration of the period of Bid validity, Tendering Authority will issue Purchase/ Supply order to the successful bidder in writing and same shall be presumed as award of Contract. The notification of award will constitute the formation of the Contract. The tenderer is to supply 455 number of Smartphones to be provided to the Process Servers and Bailiffs in the Subordinate Courts in the State of Himachal Pradesh within 3 weeks from the date of placement of Purchase Order at the locations as mentioned in **Annexure-A**. The successful tenderer has to enter into a comprehensive agreement, as per **Annexure-H**, with the Registrar General, H.P. High Court, Shimla. Terms and Conditions specified in the Tender Document shall become the part and parcel of the Contract Document. The agreement shall be executed within 15 days of issuance of the Purchase Order. However, the conditions of the Agreement at **Annexure-H** may be modified/ appended or deleted on the mutual consent of both Tendering Authority and the successful bidder prior to signing of the agreement.

d) The Bid Security (EMD) may be forfeited:

If a bidder withdraws his bid or increases his quoted prices during the period of Bid validity or its extended period, if any; or

In the case of a Successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within the specified duration.

6. DELIVERY

The vendor has to deliver product within 3 WEEKS of issuance of purchase/ supply order. The supplied equipment shall only be opened in the presence of Officer/ Official designated and vendor's representative. Upon satisfactory delivery of the equipment, Vendor should obtain delivery report from the Officer/ Official concerned. The same shall be submitted along with the bills by the Vendor for payment.

7. PERFORMANCE BANK GUARANTEE

- a) The successful Bidder shall at its own expense submit within fifteen (15) days of the date of notice of award of the Contract or prior to signing of the Contract, whichever is earlier, an unconditional and irrevocable Performance Guarantee as per **Annexure-I** from a Nationalized or Scheduled Bank acceptable to the Tendering Authority, payable on demand, for the due performance and fulfillment of the Contract by the Bidder.
- b) The Performance Security will be for an amount equivalent to 7.5% of Contract value.
- c) The Performance Bank Guarantee shall be valid until the end of two months after the completion of the Contract with the successful Bidder.
- d) The Performance Bank Guarantee shall be discharged/ returned upon being satisfied that there has been due performance of the obligations of the Bidder under the Contract. However, no interest shall be payable on the Performance Bank Guarantee.
- e) In the event of the Bidder being unable to service the Contract for whatever reason, Tendering Authority would invoke the Performance Bank Guarantee. Notwithstanding and without prejudice to any rights whatsoever of the High Court under the Contract in the matter, the proceeds of the Performance Bank Guarantee shall be payable to the High Court as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. The High Court shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is at default.

8. WARRANTY AND REPLACEMENT

The vendor should fulfill following conditions during warranty period:

- a) Vendor/OEM would provide the list of Authorized Service Centers with their contact telephone and email-id, in the respective Districts of each consignee's location.
- b) On completion of the Warranty period, the Security Deposit without any interest accrued shall be released after satisfying that proper free warranty support has been provided during warranty period of three years. If considered necessary, suitable amount of penalty shall be recovered from the Vendor out of either already due payments or from their Performance Security Deposit while releasing the Performance Security Deposit.
- c) During the warranty period any failure in the equipment supplied/ any accessories (except major faults) thereof should be rectified within maximum period of Five (5) working days from the date of complaint. If the bidder/OEM fails to rectify the defects, the Purchaser shall have right to reject or repair or replace at the cost of bidder/OEM the whole or any portion of the defective device.
- d) The decision of the purchaser notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the devices supplied by the Tenderer/OEM are defective or any defect has developed within the period of warranty or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Tenderer/OEM.

9. FAILURE TO AGREE WITH THE TERMS & CONDITIONS OF THE BID/ CONTRACT

Failure of successful bidder to agree with the Terms and Conditions of the Bid/ Contract shall constitute sufficient grounds for the annulment of the award in which event;

Tendering Authority may make the award to the next Best Value Bidder or call for new Bids.

10. PAYMENT TERMS AND CONDITIONS

The terms and conditions for making the payment shall be regulated as per **Rule 108 of the H.P.F.R, 2009**, an extract whereof is annexed as **Annexure-J**.

11. CORRUPT OR FRAUDULENT PRACTICES:

- a) The Tendering Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question.
- b) The Tendering Authority will declare a Bidder ineligible, either indefinitely, or for a stated period of time, to be awarded a Contract if the Tendering Authority at any time determines that the Bidder has engaged in corrupt and fraudulent practices in competing for or in executing a Contract.

12. INDEMNITY:

Bidder shall indemnify, protect and save the Tendering Authority against all claims, losses, cost damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the Hardware and Software supplied.

13. PUBLICITY:

Any publicity by the Bidder in which the name of the High Court of Himachal Pradesh is to be used should be done only with the explicit written permission of the High Court.

13. LEGAL JURISDICTION:

All legal disputes are subject to the Jurisdiction of Shimla Courts only, preceded by Arbitration.

The e-Bids submitted without any earnest money or after the last date, or not as per the requirement of this tender document, shall be liable to be summarily rejected and High Court reserves every right to select or reject any or all the tender(s)/bid(s) received, without assigning any reason, whatsoever. However, the Registrar General, may, in view of the facts and circumstances relax the technical criteria.

Encls: Annexures as above.

**By Order etc,
Registrar General
High Court of Himachal Pradesh
Shimla – 171 001.**

Endst. No. As above.

Dated: 1st December, 2018.

Copies forwarded to:

1. The NIC Co-ordinator at HP High Court, Shimla, with a request to upload the above tender on the website of HP High Court, for larger publicity **(through email only)**.

2. The Director, H.P. Judicial Academy, Ghandal, P.O. Shakrah, Tehsil Dhami, District Shimla-171011, with a request to upload the above tender on the website of H.P. Judicial Academy for larger publicity **(through email only)**.
3. The Member Secretary, H.P. State Legal Services Authority, Block No. 22, SDA Complex, Kasumpti, Shimla-171009, with a request to upload the above tender on the website of H.P. State Legal Services Authority for larger publicity **(through email only)**.

-sd-
Central Project Co-ordinator.

Smartphones are to be supplied at the following 11 District Court Complexes

Sr. No.	Address	No. of Units to be Supplied
1.	District Court Complex, Bilaspur	27
2.	District Court Complex, Chamba	26
3.	District Court Complex, Hamirpur	39
4.	District Court Complex, Kangra at D'Shala	91
5.	District Court Complex, Kunnaur at Rampur	20
6.	District Court Complex, Kullu	29
7.	District Court Complex, Mandi	48
8.	District Court Complex, Shimla	71
9.	District Court Complex, Sirmaur at Nahan	25
10.	District Court Complex, Solan	45
11.	District Court Complex, Una	34
	Total	455

Annexure B:**DETAILS OF TENDERER**

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sl. No.	Particulars	Details
1.	Name of the Company	
2.	Mailing Address	
3.	Telephone No.	
4.	Fax No.	
5.	Turn-over of the Company for 2015-2016, 2016-2017 and 2017-2018.	
6.	Profit of the Company 2015-2016, 2016-2017 and 2017-2018.	
7.	Valid Income Tax Clearance Certificate	
8.	Whether direct manufacturer or Authorized Dealer	
9.	No. of Technical Personnel Employed	
10.	Particulars of any litigation pending in any Court or Judicial body, if any.	

Date:

Authorized Signatory:

(Authorization to be taken from Hardware OEM)

Ref. No. _____

Date: _____

To

**The Registrar General,
High Court of Himachal Pradesh,
Ravenswood, Shimla-171001.**

Subject: Tender reference No. HHCCom-Ph-IISmartphones-2018-I

Sir,

Please refer to your Tender for supply of 455 number of Smartphones to be provided to the Process Servers and Bailiffs in the Subordinate Courts in the State of Himachal Pradesh.

M/S _____ (Bidder), who is our reliable distributor/partner for the last _____ years, is hereby authorized to quote on our behalf for the subject mentioned tender.

M/S _____ (Bidder) is likely to continue as our business partner during years to come.

We undertake:

1. That minimum average turnover of our Company during last 3 financial Years is _____ and that our company is in the business of supply of Tablets/ Mobile Phones in India for a period of at least last 5 years as on last date of bid submission. Valid documentary proof in behalf of turnover and period of business is attached herewith.
2. That the product(s) quoted are not "end of life or end of sale products" as on Bid Submission date. If in case the support for the product quoted has been stopped/ withdrawn till the time of delivery of equipment, the same will be changed with the equivalent or superior product at no extra cost.
3. That the support including spares, patches, and upgrades for the quoted products shall be available for at least 3 years from the signing of contract.
4. We shall be fully responsible for the manufacturer's Warranty for all equipment, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship or any defect that may develop under normal use of supplied devices during the Warranty period.

Yours faithfully,

(NAME) (Name of Manufacturer)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having Authorization Letter to bind the manufacturer. It should be included by the Bidder in its bid.

Date: _____

Tender Reference No.: _____

To

**The Registrar General,
High Court of Himachal Pradesh,
Ravenswood, Shimla-171001.**

Subject: Declaration regarding clean track record of the firm / company / proprietorship concern.

Sir,

I have carefully gone through the Terms and Conditions contained in the Tender Document HHCCom-Ph-II Smartphones-2018-I regarding supply of 455 number of Smartphones to be provided to the Process Servers and Bailiffs in the Subordinate Courts in the State of Himachal Pradesh. I hereby declare that my company/firm/proprietorship concern has not been debarred/black listed by any Government/ Semi Government organization in India or abroad. I further certify that the competent authority in my company/firm/proprietorship concern has authorized me to make this declaration.

Yours Sincerely,

Name: _____

Designation: _____

Company/firm: _____

Proprietorship concern. _____

Address: _____

(Stamp & Signature)

Annexure-E: COMMERCIAL PROPOSAL SUBMISSION FORM (ON BIDDER'S LETTER HEAD)

Date: _____

Tender Document No. HHCCom-Phasell-Smartphones-2018-I

To

**The Registrar General,
High Court of Himachal Pradesh,
Ravenswood, Shimla-171001.**

Sir,

We, the undersigned, offer to supply of 455 number of Smartphones to be provided to the Process Servers and Bailiffs in the Subordinate Courts in the State of Himachal Pradesh.

We have uploaded the Commercial bid in the format of Bill of Quantity (BOQ) sheet on the e-procurement website i.e. <https://hptenders.gov.in>

Cost quoted in BoQ includes Supply, Installation and Technical Support etc.

Our Financial Proposal shall be binding upon us upto expiration of the validity period of the proposal i.e. six months. We also understand you are not bound to accept any proposal you receive either from us or from any other person.

Methodology –

1. Our Bid shall be valid for a period of **180 days** i.e **six months** from the last date fixed for submission of the bids in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period and on acceptance it shall remain binding on us till the conclusion of the entire project.
2. If our Bid is accepted, we commit to submit a performance bank guarantee to the extent of 7.5% of the total tendered amount in accordance with the Bidding Documents.
3. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal comprehensive contract is executed;
4. We also understand that you can reject any bid without assigning any reason.
5. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Yours sincerely

Name.....
In the capacity of.....
Signed.....
Duly authorized to sign the Application for and on behalf of.....
Stamp / Seal.....

1. Smartphones (455 no. approximately)

S.No	Parameter	Minimum Specifications	Compliance (Yes/No)
GENERIC			
1.	Processor speed (GHz)	Minimum 1.3 GHz or higher	
2.	Processor core	Quadcore or higher	
3.	RAM Size(in GB)	3	
4.	Internal Storage (inGB)	32	
5.	Storage Expandable upto (inGB)	128	
6.	Operating System	Android Operating System Version 7.0 or above	
BATTERY			
7.	Battery Standby time	>= 5 days	
8.	Talk Time	>= 16 Hours	
9.	Battery Capacity (mAH)	Minimum 3000 or higher	
DISPLAY			
10.	Display Resolution (Horizontalx Vertical)(Pixel)	HD (Minimum1280x720)	
11.	Displaysize (in inch)	Minimum 5 or higher	
12.	Display Protection	Corning Gorilla Glass 3/ Ion-Strengthening Glass/ Scratch Resistant Glass/ or equivalent.	
13.	Touch support	Multi Touch	
CONNECTIVITY			
14.	SIM Card Slots	Dual	
15.	Type of SIM	Micro/Nano	
16.	Bluetooth Connectivity	4.0 or higher	
17.	Connectivity	4GVoLTE	
18.	Wi-Connectivity	802.11a/b/g/n	
19.	Location Capture	Support for both standalone GPS and AGPS	
CAMERA			
20.	Rear Camera Resolution (MegaPixel)	>=12	
21.	Front Camera Resolution	>=8	

	(MegaPixels)		
22.	Other Camera Features	Geo Tag Supported Camera	
OTHERS			
23.	Accessories	Charger, Datacable	
24.	OEM warranty for smartphone	Minimum 1Year or higher	
25.	OEM warranty for battery	Minimum 6 Months or higher	
26.	Warrantyservice	On-Site/Carry-in	
27.	Certification	BIS Registration (under compulsory registration as per gazett notification S.O. 2905 (E) dated 13 th Nov, 2014)	
28.		RoHS	
29.		FCC	
30.	Service Center	Must have Company Authorized Service Center in the respective districts of all the Consigneesas per Annexure-A.	

Annexure-G: LETTER OF ACCEPTANCE OF TERMS AND CONDITIONS

(Letter to the Registrar General, High Court of Himachal Pradesh, Shimla on the Tenderer's Letter Head)

To,
The Registrar General,
High Court of Himachal Pradesh,
Shimla-171001.

Sir,

Sub:- Out Bid for _____.

With reference to our Bid, having examined and understood the instruction, terms and conditions forming part of the Bid, we hereby enclose our Offer for the supply of the equipment as detailed in your above referred Tender Document.

We further confirm that the Offer is in conformity with the terms and conditions as mentioned in your above referred Tender Document and these shall also be the part of the Agreement at Annexure-H.

We also understand that the Registrar General, High Court of Himachal Pradesh, Shimla, is not bound to accept the Offer either in part or in full and the Registrar General, High Court of Himachal Pradesh, Shimla, has right to reject the Offer in full or in part without assigning any reasons whatsoever.

Yours Faithfully,

Authorized Signatories,
(Name & Designation, Seal of the Firm)

Date: _____

Annexure-H: COMPREHENSIVE AGREEMENT

Agreement

This agreement is made on this the ___ day of _____ between the High Court of Himachal Pradesh, Shimla through its Registrar General (hereinafter referred to as "Purchaser") AND M/s _____, through its Authorized Executive/ Personnel Shri/Ms. _____ (hereinafter referred to as "Tenderer"), as follows:

Whereas the Purchaser desirous of purchasing of 455 number of Smartphones to be provided to the Process Servers and Bailiffs in the Subordinate Courts in the State of Himachal Pradesh, had published Tender and in response the Tenderer accepting the terms and conditions set out in the Tender notice submitted bid which was accepted.

And whereas the Tenderer accepts the terms and conditions of Purchase/ Supply Order for delivery of the equipment with comprehensive ___ year(s) warranty with onsite/carry-in support at the total cost of Rs. _____/- only.

And whereas the Tenderer has deposited with the Purchaser a sum of Rs _____ as a security (Performance Security) in the form of Bank Guarantee for the fulfillment of this Agreement, which shall remain valid for a period of sixty days (60 days) from the date of completion of contract including warranty period to the best satisfaction of the Purchaser.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The Tenderer/OEM is to do the supply of 455 number of Smartphones to be provided to the Process Servers and Bailiffs in the Subordinate Courts in the State of Himachal Pradesh within 3 weeks from the date of placement of Purchase Order.
2. The Tenderer/OEM shall be fully responsible for the manufacturer's Warranty for all equipment, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship or any defect that may develop under normal use of supplied hardware/ equipment during the Warranty period.
3. That Tenderer/OEM shall provide list of Authorized Service Centers in the respective Districts of each consignee alongwith their Contact, telephone numbers and/ or email id.
4. That the Tenderer agrees to rectify the fault (except major fault) within maximum period of Five (5) working days from the date of the complaint. If the bidder/OEM fails to rectify the defects, the Purchaser shall have right to reject or repair or replace at the cost of bidder/OEM the whole or any portion of the defective device. The decision of the purchaser notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the devices supplied by the Tenderer/OEM are defective or any defect has developed within the period of warranty or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Tenderer/OEM.

5. Upon determination of this Agreement, the deposit of Performance Security shall be returned to Tenderer but without interest and after deducting there-from any sum due by Tenderer to the Purchaser under the terms and conditions of this Agreement.
6. That in addition, the Tenderer shall abide by all the terms and conditions set forth in the Tender Document.
7. That in case of any dispute or difference, it shall be referred to the Arbitrator, as shall be nominated by Hon'ble the Chief Justice, High Court of Himachal Pradesh, in accordance with the provisions of the Indian Arbitration Act, 1996 and the rules framed thereunder.
8. All legal disputes are subject to the jurisdiction of Shimla Courts only, preceded by Arbitration.

**FOR AND ON BEHALF OF
PURCHASER**

SIGNATURES:
NAME:
DESIGNATION:
DATE:

WITNESSES:

IN THE PRESENCE OF

SIGNATURES:
NAME:
DESIGNATION:
DATE:

**FOR AND ON BEHALF OF
TENDERER**

SIGNATURES:
NAME:
DESIGNATION:
DATE:

IN THE PRESENCE OF

SIGNATURES:
NAME:
DESIGNATION:
DATE:

To,
Registrar General,
High Court of Himachal Pradesh,
Ravenswood, Shimla – 171001.

WHEREAS _____ (Name of Tenderer) has undertaken the Contract, as per Tender NO. _____ dated _____ to supply _____ (Description of goods and Services) hereinafter called "the Contract".

(Guarantee shall be restricted to an amount not exceeding INR _____).

1. In consideration of **the Himachal Pradesh High Court** (hereinafter called "HPHC") having agreed to exempt M/S _____ (hereinafter called "the said Contractor(s)") from the demand under the terms and conditions of Tender No. _____ issued by the High Court of Himachal Pradesh for purchase of _____ for _____ from security deposit for the due fulfillment by the said contractor of the terms and conditions contained in the said Tender of a Bank Guarantee for _____ on demand.
2. We _____ (Bank Name) a company incorporated under the Companies Act, 1956 and a banking company within the meaning of Banking Regulation Act, 1949 and having Registered Office at _____ and one of its branches at _____ do hereby undertake to pay INR _____, the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the HPHC. Any such demand made on the Bank by the HPHC 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 HPHC and we _____, bound ourselves with all the directions given by HPHC regarding this bank guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.
3. We _____ undertake to pay to the HPHC 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 _____, further agree that the performance guarantee herein contained shall remain in full force and effective up to ___/___/___ and that it shall continue to be enforceable for above specified period till all the dues of HPHC under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the HPHC certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We _____, further agree with the HPHC that the HPHC 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 HPHC against the said contractor(s) and to forbear or enforce any of the conditions of tender document for selection of the vendor for purchase of _____ for _____ 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 HPHC or any indulgence by the HPHC 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 _____(Bank Name) under this guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We _____, lastly undertake not to revoke this guarantee except with the prior consent of the HPHC in writing.

8. This performance guarantee shall remain in valid and in full effect until it is decided to be discharged by the HPHC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to INR_____.

9. It shall not be necessary for the HPHC 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 HPHC may have obtained or obtain from the contractor.

10. We _____, verify that we have a branch at _____. We undertake that this Bank Guarantee shall be payable at _____. 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 favour 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 management delegation issued by the bank.

- 108. Advance or On Account payment to supplier.** - (1) Payment for services rendered or supplies made shall be released only after the services have been rendered or supplies made; provided that Advance or On Account payments may be made in the following cases, namely: -
- (a) to the contractors executing maintenance contracts for servicing of machinery and electronic equipments; and
 - (b) to the contractors executing fabrication contracts, or turn-key contracts.
- (2) Where it is essential to make advance payment under sub-rule (1), the amount shall not exceed the following limits, namely: -
- (a) thirty percent of the contract value to the private contractors; and
 - (b) forty percent of the contract value to a State or Central Government Organization or a Public Sector Undertaking;
- (3) Pro-rata on account payment upto 80% of the supplies made or service rendered may be made pending completion of contract, after assessing the same.
- (4) The Government may relax, the ceilings (including percentage laid down for advance payment) mentioned under sub-rules (2) and (3). While making any advance payment, adequate safeguards in the form of bank guarantee shall be obtained from the contractor.
- (5) Part payment to contractors may be released after he dispatches the goods from his premises depending upon the terms and conditions of the contract.