



NOTICE INVITING TENDER

HIGH COURT OF ANDHRA PRADESH :: AT AMARAVATI

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STANDARD BID DOCUMENT

TENDER No. ROC.No.152/2019-CPS, dated 14.10.2020

VOLUME — I

NAME OF ITEM:-Supply and Installation of **Apple** **Air or its**
equivalent (slightly higher side) and its
Accessories for the use of the Hon'ble Judges.

NAME OF ITEM	:	Supply and Installation of Apple Air or its equivalent (slightly higher side) and its Accessories for the use of the Hon'ble Judges.
NAME AND ADDRESS OF THE authorised Dealer/OEM WHO DOWN LOADED THE BID DOCUMENTS	:	

Vendor / Authorized Dealer


Registrar (Information Technology-cum
Central Project Coordinator)
High Court of Andhra Pradesh

Registrar – (IT- cum- CPC),
High Court of Andhra Pradesh.

HIGH COURT OF ANDHRA PRADESH AT AMARAVATI

NOTICE INVITING TENDER (NIT)

NIT No: ROC.No.152/2019-CPS, Dated:14.10.2020


Tender for supply and installation of **Apple MAC Book Air or its equivalent (slightly higher side)** and its **Accessories** for the use of Hon'ble Judges are invited from the Vendors/Manufacturers(OEM)/Authorized Dealers registered with Government of Andhra Pradesh.

1)	Name of the item	:	Supply and Installation of Apple Air or its equivalent (slightly higher side) and its Accessories for the use of the Hon'ble Judges.
2)	Estimate contract value of work put to tender	:	
3)	Period of completion of supply and installation	:	within 15 (Fifteen) days from the date of Purchase Order.
4)	Form of contract / class of Vendor Eligible	:	LS should be either a manufacturer (or) an authorized dealer for Supply and Installation of Apple Air or its equivalent (slightly higher side) and its Accessories for the use of the Hon'ble Judges.
5)	a. E.M.D to be paid in the shape of crossed demand drafts in favour of The Registrar (Administration) High Court of Andhra Pradesh, Amaravati shall be obtained from nationalized Bank or any scheduled Commercial Bank, at 10% of the estimated contract value of work along with bid documents and; b. Bid document fee	:	Rs. _____/- Rs. 2000/-
6)	Date and time for receipt of tenders	:	
7)	Download start date of tender document	:	14.10.2020 – 05.00 PM onwards
8)	Download end date of tender document	:	27.10.2020 – 02.00 PM
9)	Last date and time for submission of tenders	:	27.10.2020 – 05.00 PM
10)	Date and time of opening of tenders Technical Bid	:	28.10.2020 at 11.00 AM
11)	Date and time of opening of tenders Price bid	:	29.10.2020 at 11.00 AM

2. a) 'The bidders need to contact the Assistant Registrar, High Court of Andhra Pradesh at Nelapadu for information on 'e'procurement.

b) 'The bidders need to register on the electronic procurement market place of Government of A.P., that is, <http://tender.apecprocurement.gov.in> on registration on the 'e' procurement market place they will be provided with a user ID and password by the system using which they can submit their bids online.

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While registering on the e-procurement market place, bidders need to seen and upload the required documents as per the tender requirements on to their profile.

Such uploaded documents need to be attached to the submitting the bids.

The e-procurement market place provides an online facility to such of the Vendors/Manufacturers (OEM)/ Authorized Dealers who are already participating departments for supply of specified articles and services.

3. A copy of valid Vendors/Manufacturers (OEM)/ Authorized Dealers registration proceedings shall be enclosed along with the hard copies of the tender documents.

4. The tenderer shall hand over the original EMD and Bid document fee to the Registrar-(IT-cum-CPC) or his authorized representative directly or through his agent or by registered post or by courier service so as to reach before opening of the price bid.

Note: If any successfully Tenderer fails to submit the hard copies of DD for EMD, DD for transaction fee etc., hard copies of uploaded documents within the stipulated time, the Tenderer will be suspended, disqualified from participating in the tenders on "e" procurement platform for a period of 12 (Twelve) months from the date of bid submission. The suspension of Tenderer shall be automatically enforced by the "e" procurement system.

5. Eligibility criteria for opening the price bid:


6. The tenders will be opened by the Registrar-(IT-cum-CPC) or his nominee at his office in the presence of tenderer or their authorized representatives, on the date and time mentioned above.

7. The price-bids of such Tenderer, who are determined to have complied with the eligibility criteria, will only be opened.

8. If the office happens to be closed on the dates specified above, the respective activity will be performed at the designated time on the next clear working day without any notification.

9. Any other details can be had from the office of the Registrar-(IT-cum-CPC), High Court of Andhra Pradesh at Nelapadu, Amaravati, Guntur District.

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High Court of Andhra Pradesh
Registrar-(IT-cum-CPC)
High Court of Andhra Pradesh.

INSTRUCTIONS TO TENDERERS

GENERAL

Name of item:- Supply and Installation of **Apple** **Air or its equivalent (slightly higher side)** and its Accessories for the use of the Hon'ble Judges. High Court of Andhra Pradesh at Amaravati.

The Registrar-[IT-cum-CPC] High Court of Andhra Pradesh at Amaravati invites tenders for the above item vide **NIT No: ROC.No.152/2019-CPS**, date:14.10.2020. The Tenderer shall hand over the original DDs to the Registrar-(IT-cum-CPC) or authorized representative directly or through his agent or by Registered Post or by courier service so as to reach before opening of the price bid and the receipt of the same within the stipulated time shall be the responsibility of the bidder only. High Court will not take any sort of responsibility for any delay or non-receipt.

The tenders will be opened by the Registrar-(IT-cum-CPC) or his nominee at his office in the presence of Tenderer or their authorized representatives, on the dates mentioned in NIT. If the Office happens to be closed on the dates, the opening of tenders gets automatically postponed to the next working date, the time being unaltered, unless extended by a notification published in Newspapers or sent through Fax/telegrams/email/mobile to all those who purchased the tender documents.

1.2 The successful (L1) tenderer shall furnish the original hard copies of all the documents/certificates/statements uploaded by him before concluding purchase order and the formal agreement.

1.3 The successful tenderer is expected to complete the supply and installation within the time period specified in the NIT.

2. Firms Eligible to Tender:

2.1 The Firms who


i) Possess the valid registration in the class and category mentioned in the NIT and satisfies all the conditions therein are not blacklisted or debarred or suspended by the High Court for whatever the reason, prohibiting them not to continue in such business.

ii) Have complied with the eligibility criteria specified in the NIT are only the eligible Tenderers.

2.2 Firms Ineligible to Tender:

i) A retired officer of the High Court/Subordinate Courts/Govt. of AP or Govt. of India executing supply and installation of Computer Hardware is disqualified from tendering for a period of two years from the date of retirement without the prior permission of the High Court.

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High Court of Andhra Pradesh.

- ii) The Tenderer who has employed any retired officer as mentioned above shall be considered as an ineligible Tenderer.
- iii) The Bidder himself or any of his employees is found to be Gazette Officer who retired from High Court/Subordinate Courts/Government Service and had not obtained permission from the High Court/Government for accepting the contractor's employment within a period of 2 years from the date of his retirement.
- iv) The Bidder or any of his employees is found at any time after award of contract, to be such a person who had not obtained the permission of the High Court/Government as aforesaid before submission of the tender or engagement in the bidder service.
- iv) The Bidder shall not be eligible to tender for works in the High Court, where any of his near relatives are employed in the rank of Section Officer and above on the Judicial or administrative side. The Contractor shall intimate the names of persons who are working with him in any capacity or are subsequently employed. He shall also furnish a list of Gazette /Non-Gazette, High Court Employees related to him. Failure to furnish such information tenderer is liable to be removed from the list of approved contractors and his contract is liable for cancellation.

Note: Near relatives include

Sons, step sons, daughters, and step daughters.

Son-in-law and daughter-in-law.

Brother-in-law and sister-in-law.

Brothers and Sisters.

Father and Mother.

Wife / Husband.

Father-in-law and Mother-in-law


Nephews, nieces, uncle and aunts

Cousins and Any person residing with or dependent on the bidder.

Qualification data of the Tenderers

The tenderer shall furnish online the following particulars in the formats enclosed, supported by documentary evidence as specified in the formats.

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High Court of Andhra Pradesh
Registrar-(IT-cum-CPC),
High Court of Andhra Pradesh.

Check slip to accompany the tender (in Annexure-1).

Attested copies of documents relating to the registration of the firm, registration of GST i.e., TIN as per AP GST ACT 2005/GST, the contractors shall furnish their copy of permanent account number (PAN) card and copy of latest income tax returns submitted along with proof.

3.1 a) If the percentage quoted by a tenderer is found to be either abnormally high or within the permissible ceiling limits prescribed but under collusion or due to unethical practices adopted at the time of tendering process, such tenders shall be rejected.

b) A tenderer submitting a Tender which the tender accepting authority considers excessive and or indicative of insufficient knowledge of current prices or definite attempt of profiteering will render himself liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide. The tenderer overall percentage should be based on the controlled prices for the materials, if any, fixed by the High Court or the reasonable prices permissible for the tendered to charge a pre-GST purchaser under the provisions of clause-6 of the hoarding and profiteering prevention ordinance of 1943 as amended from time to time and on similar principle in regard to supply and installation of computer hardware.

4. One tender per tenderer:

4.1. Each Tenderer shall submit only one tender for supply and installation of **Apple Air or its equivalent (slightly higher side)** and its accessories. A tenderer who submits more than one Tender will cause dis-qualification of all the Tenders submitted by such Tenderer,

5. Cost of tendering

5.1 The Tenderer shall bear all costs associated with the preparation and submission of his Tender and the tender inviting authority will in no case be responsible and liable for those costs.

B. TENDER DOCUMENT

Contents of Tender document.

6. One set of Tender document, comprises of the following:

Technical bid

1) Notice Inviting Tenders (NIT)

2) Instruction to Tenderers


Forms of Tender and qualification information

3) Conditions of Contract for supply and installation of **Apple Air or its equivalent (slightly higher side)** and its accessories.

4) Specifications.

5) Forms of Securities. ie, EMD, Additional Security etc.,

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Bill of Quantities and Price bid.

7. Clarification on Tender Documents

7.1 A prospective Tenderer requiring any clarification on Tender documents may contact the Tender Inviting Officer at the address indicated in the NIT. The Tender Inviting Officer will also respond to any request for clarification, received through post.

8. Amendment to Tender Documents

8.1 Before the last date for submission of Tenders, the Tender Inviting Officer may modify any of the Contents of the Tender Notice, Tender documents by issuing amendment / Addendum.

8.2 Any addendum/amendments issued by the Tender Inviting Offer shall be part of the Tender Document and it shall be communicated through online at e-market place

8.3 To give prospective Tenderers reasonable time to take an addendum into account in preparing their bids, the Tender Inviting Officer may extend if necessary, the last date for submission of tenders.

C. PREPARATION OF TENDERS

9. Language of the Tender.

9.1 All documents relating to the tender shall be in the English Language only.

10. Documents comprising of the Tender.


10.1 The bidders who are desirous of participating in e-procurement shall submit their technical bids, price bids etc., in the standard proscribed in the tender documents, displayed at e market place. The bidders should upload the scanned copies of all the relevant certificates, documents etc., in the e market place in support of their technical bids. The bidders shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

i) Furnishing of hard copies by the tenderers before opening the technical bid is dispensed with.

ii) The technical bid evaluation of the tenderers will be done on the certificates/documents uploaded through online only towards qualification criteria furnished by the tenderers.

iii) The tenderer shall invariably furnish the original DDs etc., to the Registrar (IT-cum-CPC), High Court of Andhra Pradesh before opening the price bids either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of the bidder only. High Court will not take any sort of responsibility for any delay or non-receipt.

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High Court of Andhra Pradesh
Registrar-(IT-cum-CPC),
High Court of Andhra Pradesh.

iv) The successful (L1) tenderer shall furnish the original hard copies of all the documents / certificates/statements uploaded by him before concluding the formal agreement.

The tenderers shall be required to furnish a declaration in online stating that the soft copies uploaded by them are genuine. Any incorrectness/ deviation noticed will be viewed seriously apart from canceling the supply order duly forfeiting the EMD, criminal action will be initiated including suspension of business.

The technical bids will be opened online by the High Court at the time and date as specified in the tender documents. All the statements, documents, certificates, DDs etc., uploaded by the tenderers will be down loaded for technical evaluation. Technical bid evaluation of the tenderers will be done on the certificates/documents uploaded through online only towards qualification criterion furnished by the tenderers. The price bids of such tenderers who are determined to have complied with the eligibility criterion will only be opened.


11. Bid Offer:

11.1 Bill of Quantities called Schedule "A" and the bid offer accompanies the tender document as Volume-II, It shall be explicitly understood that the tender inviting Officer does not accept any responsibility for the correctness or completeness of this schedule 'A' and this schedule 'A' is liable to alterations by omissions, deductions or additions at the discretion of the Registrar (IT-cum-CPC) High Court of Andhra Pradesh or as set forth in the conditions of the contract. The Schedule "A" shall contain the items of work indicated as part- I and LS provisions as part-II. The percentage quoted by the contractor shall be applicable only to part -I. However, the provisions contained in the part-II will be operable basing on the conditions provided in the Tender Document. The tenderers will have to state clearly their willingness to supply and install at certain specific percentage of excess or less or at par of the ECV indicated in Part-I at the space provided therein in Schedule 'A'. The L.S. amounts indicated in part-II are maximum reimbursable amounts. The tenderer should however quote his lump sum tender based on this schedule of quantities. He should quote his offer as overall tender percentage. The overall tender percentage should be written both in words and figures. The bid offers i.e., percentage shall be written both in figures and words legibly and free from erasures, over writings or corrections of figures. Corrections where unavoidable should be made by crossing out, and rewriting duly initializing with date.

11.2 The Schedule —A (or Price-bid) contains not only the quantities but also the supply and installation worked out by the High Court and the amount for each item and total value of the estimated cost.

11.3 The bid offer shall be for each **Apple** **Air or its equivalent (slightly higher side)** including its accessories and not for individual items/part of the **Apple** **Air or its equivalent (slightly higher side)** and its accessories.

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11.4 All duties, taxes, and other levies payable by the contractor as per State/Central Government rules, shall be included in the tender percentage quoted by the tenderer, however keeping in view the maximum reimbursable amounts specified in Part-II of price bid.

The tendered contract amount as computed based on overall tender percentage is subject to variation during the performance of the contract in accordance with variation in quantities etc.,

(a) Charges payable to M/s Vupadhi Techno Services Pvt. Ltd: <http://tender.apeprocurement.gov.in>). The bidder shall mandatorily pay the transaction fee as applicable to M/s Vupadhi Techno Services Pvt. Ltd: eProcurement through the electronic payment gateway.

Charges payable to APTS:

Corpus fund charges towards 'e' procurement services at 0.04% of estimate contract value with a cap of Rs.10,000/ for all works with estimated contract value up to Rs.50.00 Crores and Rs. 25,000/- for works with estimated contract value above Rs. 50.00 Crores from successful bidder payable in the shape of DD drawn in favour of Managing Director, APTS, Vijayawada payable at Vijayawada at the time of concluding formal agreement.

12. Validity of tenders:

12.1 Tenders shall remain valid for a period of not less than 15 (fifteen) days from the last date for receipt of tender specified in NIT.


12.2 During the above mentioned period no plea by the tenderer for any sort of modification of the tender based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained.

12.3 In exceptional circumstances, prior to expiry of the original time limit, the tender inviting officer may request the bidders to extend the period of validity for a specified additional period. Such request to the tenderers shall be made in writing.
a) Tenderer may refuse the requesting to the request without forfeiting his EMD.
b) Tenderer agreeing to the request will not be permitted to modify his tender, but will be required to extend the validity of his EMD for a period of the extension.

13. Earnest Money Deposit:

The tenderer shall furnish, Earnest Money Deposit equivalent to 10% of ECV along with hard copies of tender documents (Para 7.0 of GO Ms No. 36). The DD shall be from a Nationalized Bank or any scheduled Commercial Bank valid for a period of 3 (three) months. Xerox copy of the DD is to be scanned and uploaded along with the bid and the original DD shall be sent to concern i.e., The Registrar (IT-cum-CPC), High Court of Andhra Pradesh At Amaravati so as to reach before opening of the price bid. Failure to furnish the original DD before opening of price bid will entail rejection of bid and blacklisting.

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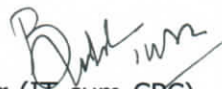

Registrar (Information Technology-cum
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High Court of Andhra Pradesh
Registrar-(IT-cum-CPC),
High Court of Andhra Pradesh.

Note : If any tenderer fails to submit the hard copies of DD for EMD, DD for transaction fee etc., hard copies uploaded documents within the stipulated time, the tenderer will be suspended disqualified from participating in the tenders "e" procurement platform for a period of 12(Twelve) months from the date of bid submission. The suspension of tenderer shall be automatically enforced by the "e" procurement system

The balance EMD @ 1 ½ % of ECV / TCV whichever is higher shall be paid at the time of concluding the formal agreement by the successful tenderer. This EMD can be in the form of:

- 13.1 Demand drafts furnished towards EMD for issue of tender schedules shall be valid for a period of three months from the date of tender notice.
- 13.2 The EMD of tenderers will be returned no sooner the tenders are finalized or end date of the tender validity period, which ever is earlier.
- 13.3 The 1% EMD paid by the successful tenderer at the time of submission of hard copies of tender documents through demand draft only the balance 1 ½ % will be Paid by the way of Demand draft only for the full EMD of 2 ½ % at the time of concluding the formal agreement.
- 13.4 The EMD shall be forfeited.
 - (a) If the tenderer withdraws the tender during the validity period of tender.
 - (b) In the case of a successful tenderer, if he fails to sign the formal agreement for whatever the reason.
- 13.5 In consideration of the Registrar (IT-cum-CPC)/Authorized Officer of Tenders undertaking to investigate and to take into account each tender and in consideration of each **Apple Air or its equivalent (slightly higher side)** and its accessories thereby supplied, all earnest monies deposited by the tenderer will be forfeited to the High Court in the event of such tenderer either modifying or withdrawing his tender at his instance within the said validity period of 15 (fifteen) days.
14. Signing of Tenders:
 - 14.1 If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given, if the tender is made by a corporation it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his authorization. Such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence. Tenders signed on behalf of G.P.A. holder will be rejected.
 - 14.2 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Tender Inviting Officer, or as necessary to correct errors made by the Tenderer, in which case all such corrections shall be initialed by the person signing the Tender.

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High Court of Andhra Pradesh.

14.3 No alteration which is made by the tenderer in the form, the conditions of the contract, the **Apple** **Air or its equivalent (slightly higher side)** and its accessories, specifications or quantities accompanying the same will be recognized; and, if any such alterations are made the tender will be void.

D. SUBMISSION OF TENDERS

Submission of Tenders:

15.1 The bidders who are desirous of participating in e-procurement shall submit their Technical bids, Price bids, etc. through online in the standard prescribed in the tender documents, displayed at e market place. The bidders should upload scanned copies of all the relevant certificates, documents, etc., in the e- market place in support of their technical bids. The bidders shall sign on all the statements, documents, certificates, uploaded by him, owing responsibility for their correctness/authenticity.

15.2 The technical bid evaluation of the tenderers will be done on the certificates/documents uploaded through online only towards qualification criteria furnished by them.

15.3 The tenderer shall invariably furnish the original DD to the tender inviting authority before opening of price bids either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of the tenderer only. High Court will not take any sort of responsibility for any delay or non-receipt. Failure to furnish the original DD before opening of price bid will entail rejection of the bid and blacklisting.

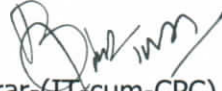
16. The successful tenderer shall furnish the original hard copies of all the documents/certificates/statements uploaded by him before concluding formal agreement.

16.1 The tenderers shall furnish a declaration in online stating that the soft copies uploaded by them are genuine. Any incorrectness/deviation noticed will be viewed seriously and apart from canceling the supply and installation order duly forfeiting the EMD, criminal action will be initiated including suspension of business.

16.2 Important Note:

The bidders shall sign on all the statements, documents, certificates uploaded by him owning responsibility for their correctness/authenticity. The bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform

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High Court of Andhra Pradesh.

Registrar (Information Technology-cum
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High Court of Andhra Pradesh

17. Tenders must be submitted not later than the date and time specified in NIT. In the event of the specified date holiday, the bids will be received on the next clear working day.

17.1 The Registrar (IT-cum-CPC) may extend the dates for issue and receipt of tenders by issuing an amendment in which case all rights and obligations of the Registrar (IT-cum-CPC) and the tenderers will remain same as previously.

18. Last date and time for submission of tenders: 27.10.2020 – 05.00 PM

18.1 Any tender received after the last date/time prescribed in NIT will be summarily rejected.

19. Modification to the tender:

19.1 No tender shall be modified after the last date/time of submission of tenders.


E. TENDER OPENING AND EVALUATION

20. Tender opening

20.1 The tenderers or their authorized representatives can be present at the time of opening of the tenders. Either the tenderer himself or one of his representative with proper authorization only will be allowed at the time of opening of tender. If any of the tenderer is not present at the time of opening of tender opening tenders, the tender opening authority will be opening the tender of the absentee tenderer, reads out and record the deficiencies if any, which shall be binding on the tenderer.

20.2 The technical bid containing qualification requirements as per Annexure I & II and Statement I to VII will be evaluated by the tender opening authority and the minutes are recorded which will be signed by the tender opening authority as well as tenderers or their authorized representatives present.

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Registrar-(IT-cum-CPC),
High Court of Andhra Pradesh.

Registrar (Information Technology-cum
Central Project Coordinator)
High Court of Andhra Pradesh

21. Clarification on the Technical Bid.

21.1 The tender Opening Authority may call upon any tenderer for clarification on the Statements, documentary proof relating to the technical bid. The request for clarification and response thereto shall be in writing and it shall be only on the qualification information furnished by the tenderer. The clarification called for from the tenderers shall be furnished within the stipulated time, which shall not be more than a week. The tenderer if so desirous, shall agree in writing to furnish the clarification.

21.2 The tenderer if so desirous, shall agree in writing to furnish the clarification called for within the stipulated time and, for disqualification and rejection of tender in the event of failure to do so.

22. Examination of technical Bids and Determination of Responsiveness

22.1 The Registrar (IT-cum-CPC) will evaluate whether each Tenderer is satisfying the eligibility criteria prescribed in the tender document and declares them as a qualified Tenderer.

22.2 If the technical bid of a Tenderer is not satisfying any of the eligibility criteria it will be rejected by the Registrar (IT-cum-CPC). However, the tender accepting authority notices any error in the evaluation of Tenders by Registrar (IT-cum-CPC) the tender approval authority by the committee constituted by the High Court the case may be, to re-evaluate the tenders.

22.3 If any alteration is made by the tenderer in the tender documents, the conditions of the contract, the specifications or statements / formats or quantities the tender will be rejected.


23. Price bid opening:

23.1 Only the price bids of qualified tenderers whose technical bids are found satisfying the eligibility criteria shall be opened in the presence of the qualified tenderers or their authorized representatives present on the date and time fixed. The bid offers are read out and minutes recorded and the signatures of the tenderers present are taken in the minutes.

23.2 The price bid of the unqualified tenderers will not be opened and thereafter EMD will be returned to the tenderers duly by taking the proper acknowledgment.

23.3 Tenders shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any discrepancy of non-adherence conditions the tender accepting authority shall communicate the same, which will be binding both on the tender opening authority and the tenderer. In case of any ambiguity, the decision taken by the tender accepting authority on tenders shall be final.

Vendor/Authorized Dealer


Registrar (Information Technology-cum
Central Project Coordinator)
High Court of Andhra Pradesh
Registrar-(IT-cum-CPC),
High Court of Andhra Pradesh.

24. Evaluation and comparison of price bids

24.1 The Committee constituted by High Court of Andhra Pradesh will evaluate and compare the price bids of all the qualified Tenderers.

24.2 Negotiations at any level are strictly prohibited. However, good gesture rebate, if offered by the lowest accepted by the tender accepting authority.

24.3 Selection of Tenderer among the lowest the following orders:

- a) The tenderer whose bid capacity is higher will be selected.
- b) In case the bid capacity is also same the turnover is more will be preferred.
- c) Even if the criteria incidentally become the same, the turnover on similar items and thereafter brand and then the clean track record will be considered for selection.

25. Discrepancy in tender percentage quoted.

25.1 In case of any discrepancy between the overall tender percentage quoted in words and figures, the percentage quoted in words shall prevail. In case the tenderer has quoted overall tender percentage only in words and not in figures or vice versa, such tender shall be treated as incomplete and rejected.

26. Process to be confidential.


26.1 Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced by the tender accepting authority. Any effort by a Tenderer to influence the processing of Tenders or award decisions may result in the rejection of his Tender.

26.2 No Tenderer shall contact the Registrar (IT-cum-CPC) any authority concerned with finalization of tenders on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Registrar (IT-cum-CPC), it should do so in writing only.

26.3 Before recommending / accepting the tender, the tender recommending / accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria and specifically experience. The authenticated agreements of previous works executed by the lowest tenderer shall be called for.

26.4 Tenders will be finalized by the Committee constituted by High Court for supply and installation of **Apple MAC Book Air or its equivalent (slightly higher side)** with its accessories along with technical bid evaluation for consideration.

Vendor/Authorized Dealer


Registrar-(IT-cum-CPC),
High Court of Andhra Pradesh.

F. AWARD OF CONTRACT

27. Award criteria

27.1 The Registrar (IT-cum-CPC) will recommend to the Competent tender accepting Authority for award of the contract to the Tenderer who is found Technically qualified as per the Tender conditions and whose price bid is lowest (L1).

27.2 The tender accepting authority reserves the right to accept or reject any Tender or all tenders and to cancel the Tendering process, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the reasons for such action.


28. Notification of award and signing of formal agreement.

28.1 When a tender is to be accepted the concerned tenderer shall attend the office of the Registrar (IT-cum-CPC) concerned on the date fixed in the Letter of acceptance. Upon intimation being given by the Registrar (IT-cum-CPC) of acceptance of his tender, the tenderers shall make payment of the balance E.M.D., and additional security deposit wherever needed by way of Demand Draft Nationalized / Scheduled Bank with a validity period of 15 days, and sign formal agreement in the form prescribed by the High Court for the due fulfillment of the contract. Failure to attend the Registrar (IT-cum-CPC) office on the date fixed, in the written intimation, to enter into the required formal agreement shall entail forfeiture of the Earnest Money deposited. The written formal agreement to be entered into between the contractor and the High Court shall be the foundation of all the rights and obligations of both the parties and the contract shall not be deemed to be complete until the formal agreement has first been signed by the contractor and then by the proper officer authorized to enter into contract on behalf of the High Court.

28.2 The successful tenderer has to sign formal agreement within a period of 4 (four) working days from the date of receipt of communication of acceptance of his tender. On failure to do so his tender will be cancelled duly forfeiting the E.M.D., paid by him without issuing any further notice and action will be initiated for black listing the tenderer.

29. Corrupt or fraudulent practices The High Court requires that the bidders / suppliers / Vendors as under:

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Registrar (Information Technology-cum
Central Project Coordinator)
High Court of Andhra Pradesh
Registrar-(IT-cum-CPC),
High Court of Andhra Pradesh.

29.1 High Court financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the High Court:

Define for the purposes of the provision, the terms set forth below as follows:


- (i) "Corrupt practices" means the offering, giving, receiving or Soliciting, of anything of value to influence the action of a High Court Officials procurement process or in contract execution: and
- (ii) "Fraudulent practice" means a misrepresentation of facts in Order to influence a procurement process or the execution of a contract to the detriment of the High Court and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish in Tender prices at artificial non-competitive levels and to deprive the High Court of the benefits of free and open competition.

Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

Will blacklist/ or debar a firm, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Government Contract.

(d) Further more, Tenderers shall be aware of the provisions stated in the General Conditions of Contract.

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Registrar-(IT-cum-CPC),
High Court of Andhra Pradesh.

**Registrar (Information Technology-cum
Central Project Coordinator)
High Court of Andhra Pradesh**

FORMS OF TENDER
QUALIFICATION INFORMATION
Annexure —I
CHECKLIST TO ACOMPANY THE TENDER

Sl. No	Description	Submitted in Cover 'A'	Page. No. (see note below)
1	2	3	4
1	The tenderers should be either a manufacturer (OEM) (or) an authorized dealer for supply and installation of Apple Air or its equivalent (slightly higher side) and its accessories. (Please attach proof of your organization manufacturing and supply experience, etc)	Yes/No	
2	Copy of permanent account number (PAN) card and copy of latest income tax returns submitted along with proof of receipt	Yes/No	
3	Copy of GST registration	Yes/No	
4	EMD by way of crossed demand draft	Yes/No	
5	Transaction fee by way of Demand Draft	Yes/No	
6	Specifications as detailed in the tender document	Yes/No	
8	List of certificates enclosed	Yes/No	

Notes:

- 1) All the statements copies of the certificates, documents etc., enclosed to the technical bid shall be given page numbers on the right side corner of each certificate, which will be indicated in column (4) against each item, the statements furnished shall be in the formats appended to the tender document.
- 2) The information shall be filled-in by the tenderer in the checklist and statements I to VII, and shall be enclosed to the technical bid for the purposes of verification as well as provided in the evaluation of the tenderers compliance to the qualification criteria tender document. All the certificates, documents, statements as per check-list shall be submitted online by the tenderer.

The bidders shall sign on all the statements, documents, certificates, uploaded by him owning responsibility for their correctness/authenticity.

DECLARATION

I/we have gone through carefully all the tender conditions and solemnly declare that I/we will abide by any penal action such as disqualification or black listing or determination of contract or any other action deemed fit, taken by, the High Court against us, if it is found that the statements, documents, certificates produced by us are false/fabricated. I/We hereby declare; I/We have not been blacklisted/debarred/suspended/demoted in any department in Andhra Pradesh or in any state due to any reasons.

Vendor/Authorized Dealer


 Registrar-(IT-cum-CPC),
 High Court of Andhra Pradesh.

CONDITIONS OF CONTRACT TENDER

Date:

To
The Registrar (IT-cum-CPC)
High Court of Andhra Pradesh
Nelapadu, Amaravati, Guntur District
Andhra Pradesh, Pincode -522202.

Sir/Madam,


I/ We do hereby tender and if this tender be accepted, under take to execute the following supply and installation of **Apple** **Air or its equivalent (slightly higher side)** and its accessories viz., as shown in the specifications tender in the office of the Registrar (IT-cum-CPC) with such variations by way of alterations or additions to, and omissions from the said **Apple** **Air or its equivalent (slightly higher side)** and its accessories and method of payment as provided for in the "conditions of the contract" for the sum of (Rupees.....only) such other sum as may be arrived under the formal agreement.

I/WE agreed to keep the offer in this tender valid a period of 3 (Three months) mentioned in the tender notice and not to modify the whole or any part of it for any reason within above period. If the tender is withdrawn by me/us for any reasons whatsoever, the earnest money paid by me/us will be forfeited unconditionally to High Court.

I/WE hereby distinctly and expressly, declare and acknowledge that, before the submission of my/our tender I/We have carefully followed the instructions in the tender notice and have read the specifications therein and examine of the contract documents, the location where the said **Apple** **Air or its equivalent (slightly higher side)** along with its accessories to be delivered and installed as to enable me/us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the Contract. I//We agree that will not hereafter make any claim or demand upon the High Court based upon or arising out of any alleged misunderstanding or misconception/or mistake on my/or out part of the said requirement, covenants, agreements, stipulations restrictions and conditions.

I/WE enclosed to my/out application for tender schedule a crossed demand draft (No.....dated.....) for Rs.....as earnest money not to bear any interests.


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Registrar (Information Technology-cum
Central Project Coordinator)
High Court of Andhra Pradesh
Registrar-(IT-cum-CPC),
High Court of Andhra Pradesh.

If MY/OUR tender is not accepted the sum shall be returned to me/us on application when intimation is sent to me/us of rejection or at the expiration of three months from last date of receipt of this tender, whichever is earlier? If my/our tender is accepted the earnest money shall be retained by the High Court as security for the due fulfillment of this contract. If upon written intimation to me/us by the Registrar (IT-cum-CPC), High Court of Andhra Pradesh at Amaravati, I/We fail to attend the said office on the date herein fixed or if upon intimation being given to me/us by the said Registrar of High Court or acceptance of my/our tender, and if I/We fail to make the additional security deposit or to enter into the required agreement as defined in condition-3 of the tender notice, then I/We agree the forfeiture of the earnest money. Any notice required to be served on me/us here under shall be sufficiently served on me/us if delivered to me/us hereunder shall be sufficiently served on me/us if delivered to me/us personally or forwarded to me/us by post to (registered or ordinary) or left at my/our address given herein or through email. Such notice shall if sent by post be deemed to have been served on me/us at the time when in due course of post, it would be delivered at the address to which it is sent.

I/WE fully understand that the written formal agreement to be entered into between me/us and High Court shall be the foundation of the rights of the both the parties and the contract shall not be deemed to be complete until the formal agreement has first been signed by me/us and then by the proper officer authorized to enter into contract on behalf of the High Court.

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Registrar (Information Technology-cum
Central Project Coordinator)
High Court of Andhra Pradesh
Registrar-(IT-cum-CPC),
High Court of Andhra Pradesh.

I AM/WE ARE professionally qualified my/our qualifications are given below:

Name	Qualified
------	-----------

I/WE will employ the following technical staff for supply and installation and will see that One of them is always at the disposal of the High Court during working hours, personally checking all items and extra attention to such works as required special attention (eg) checking of all the Accessories and required software(s) if any, till the installation is completed.

Name of members of technical Staff proposed to be employed	Qualification
---	---------------

I / WE declare that I/WE agree to recover the salaries of the technical staff actually engaged on the work by the High Court, from the bill(s) payable, if I/We fail to employ technical staff as per the tender condition.

TENDERERS / CONTRACTOR'S CERTIFICATE:

1) I/WE hereby declare that I/We have perused in detail and examined, before e submit such tender and agree to be bound and comply with all such Specifications of **Apple**

Air or its equivalent (slightly higher side) and its accessories,

(3) I/WE hereby declare that I/We will pay an additional security deposit in terms of conditions above.

(4) I/WE hereby declare that I am/we are accepting to reject my tender in terms of condition above.

(5) I/WE hereby declare that I/We will no claim any price escalation or any additional government taxes or any sundries.

DECLARATION OF THE TENDERER:

I/WE have not been black listed in any department in Andhra Pradesh due to any reasons.

I/WE have not been demoted to the next lower category for not filing the tenders after buying the tender schedules in a whole year and my/our registration has not been cancelled for a similar default in two consecutive years.

I/WE agree to disqualify me/us for any wrong declaration in respect of the above and to summarily reject my/our tender.

Address of the tenderer:


Phone No:(Landline)

Mobile No.

email ID

Fax No:

Vendor/Authorized Dealer


Registrar-(IT-cum-CPC),
High Court of Andhra Pradesh.

CONDITIONS OF CONTRACT

A - GENERAL

1. Interpretation:

1.1 Warranty period 36 (thirty-six) months for the **Apple** **Air Air or its equivalent (slightly higher side)** with 3 (three) years on site replacement manufacturer warranty below:

Technical Specifications:

SL. NO.	FEATURES	TECHNICAL SPECIFICATIONS AND ITS DESCRIPTION	Compliance
1	Finish colour	Silver	
2	Capacity	256GB	
3	Connectivity	Wi-Fi + cellular	
4	Size, thickness and Weight	9.4 x 7 inches , 0.4 inches Thickness and weight 460 grams (10.5 Inch)	
5	Charger	USB-C Charging Cable (1 meter) 12W USB-C Power Adapter	
6	Display	Liquid Retina display 10.5-inch (diagonal) LED-backlit Multi-Touch display with IPS technology 2360x1640-pixel resolution at 264 pixels per inch (ppi), Wide color display (P3), True Tone display Fingerprint-resistant, oleo phobic coating, Fully laminated display, Anti-reflective coating, 1.8% reflectivity, 500 nits brightness and Supports Apple Pencil (2nd generation)	
7	Chip	A12 Bionic chip with 64-bit architecture Neural Engine	
8	Camera	8 MP Wide camera $f/1.8$ aperture Five-element lens Hybrid IR filter Backside illumination sensor Live Photos with stabilization Autofocus with Focus Pixels Tap to focus with Focus Pixels Wide color capture for photos and Live Photos Panorama (up to 63MP) Exposure control Noise reduction Smart HDR for photos Auto image stabilization Burst mode Timer mode Photo geotagging Image formats captured: HEIF and JPEG	
9	Video Recording	HD video recording at 30 fps or 60 fps Slow-motion video support for 720p at 120 fps. Time-lapse video with stabilization.videostabilization. Tap to focus while recording. 3X Video Zoom. Backside illumination. Video Geotagging	
10	FaceTime HD Camera	7MP photos $f/2.2$ aperture 1080p HD video recording at 60 fps Wide color capture for photos and Live Photos Smart HDR Retina Flash Backside illumination sensor Auto image stabilization Burst mode Exposure control Timer mode	
11	Video Calling	FaceTime video iPad to any FaceTime-enabled device over Wi-Fi or cellular	
12	Audio Calling	FaceTime audio iPad to any FaceTime-enabled device over Wi-Fi or cellular	
13	Speakers	Stereo speakers	
14	Microphones	Dual microphones for calls, video recording and audio recording	
15	Cellular and Wireless	Wi-Fi(802.11 a/b/g/n/ac) Wi-Fi 6; simultaneous dual band (2.4GHz and 5GHz); HT80 with MIMO Bluetooth 5.0 technology Wi-Fi + Cellular models UMTS/HSPA/HSPA+/DC-HSDPA (850, 900, 1700/2100, 1900, 2100 MHz); GSM/EDGE (850, 900, 1800, 1900 MHz) Gigabit-class LTE (Bands 1, 2, 3, 4, 5, 7, 8, 11, 12, 13, 14, 17, 18, 19, 20, 21, 25, 26, 29, 30, 34, 38, 39, 40, 41, 46, 48, 66, 71) Data only Wi-Fi calling eSIM	
16	Sim Card	Nano-SIM (supports Apple SIM, eSIM)	
17	Location	Digital compass Wi-Fi iBeacon micro-location Wi-Fi + Cellular models Built-in GPS/GNSS Cellular	
18	Sensors	Touch ID Three-axis gyro Accelerometer Barometer Ambient light sensor	
19	Touch ID	Unlock iPad Secure personal data within apps Make purchases from the iTunes Store and App Store	
20	Siri	Use your voice to send messages, set reminders and more Get proactive suggestions Use hands-free Listen to and identify songs	
21	Charging and Expansion	Lightning & Smart Connector	

22	Power and Battery	Built-in 28.6-watt-hour rechargeable lithium-polymer battery Up to 10 hours of surfing the web on Wi-Fi or watching video Charging via power adapter or USB-C to computer system Wi-Fi + Cellular models Up to 9 hours of surfing the web using a cellular data network	
23	Operating System	iPadOS 14 iPadOS with powerful features and built-in apps designed to take advantage of the unique capabilities of iPad.	
24	Accessibility	VoiceOver, Voice Control, Zoom, Magnifier, Siri and Dictation, Switch Control, Closed Captions, AssistiveTouch, Speak Screen	
25	Built-in Apps	App Store Books Calendar Camera Clock Contacts, FaceTime Files Find My Home iTunes Store Mail, Maps Measure Messages Music Notes Photo Booth, Photos Podcasts Reminders Safari Settings Shortcuts, Siri Stocks Tips TV Voice Memos	
26	Free Apps from Apple	Pages, Numbers, Keynote, iMovie, GarageBand, Remote, Music Memos, Clips, Swift Playgrounds and Support	
27	System Requirements	Internet access Syncing to a Mac or PC requires: macOS Catalina 10.15 using the Finder macOS El Capitan 10.11.6 through macOS Mojave 10.14.6 using iTunes 12.8 or later Windows 7 or later using iTunes 12.10 or later (free download from www.apple.com/in/itunes/download)	
28	Languages	English (US/UK)	
29	Audio Playback	Audio formats supported: AAC (8 to 320 Kbps), Protected AAC (from iTunes Store), HE-AAC, MP3 (8 to 320 Kbps), MP3 VBR, Dolby Digital (AC-3), Dolby Digital Plus (E-AC-3), Audible (formats 2, 3, 4, Audible Enhanced Audio, AAX and AAX+), Apple Lossless, AIFF and WAV User-configurable maximum volume limit	
30	TV and Video	AirPlay Mirroring, photos, audio and video out to Apple TV (2nd generation or later) Video mirroring and video out support: Up to 4K through USB-C Digital AV Multiport Adapter and USB-C VGA Multiport Adapter (adapters sold separately) Video formats supported: H.264 video up to 4K, 30 frames per second, High Profile level 4.2 with AAC-LC audio up to 160 Kbps, 48kHz, stereo audio or Dolby Audio up to 1008 Kbps, 48kHz, stereo or multi-channel audio, in .m4v, .mp4 and .mov file formats; MPEG-4 video up to 2.5 Mbps, 640x480 pixels, 30 frames per second, Simple Profile with AAC-LC audio up to 160 Kbps per channel, 48kHz, stereo audio or Dolby Audio up to 1008 Kbps, 48kHz, stereo or multi-channel audio, in .m4v, .mp4 and .mov file formats; Motion JPEG (M-JPEG) up to 35 Mbps, 1280x720 pixels, 30 frames per second, audio in ulaw, PCM stereo audio in .avi file format	
31	Mail Attachment Support	Viewable document types .jpg, .tiff, .gif (images); .doc and .docx (Microsoft Word); .htm and .html (web pages); .key (Keynote); .numbers (Numbers); .pages (Pages); .pdf (Preview and Adobe Acrobat); .ppt and .pptx (Microsoft PowerPoint); .txt (text); .rtf (rich text format); .vcf (contact information); .xls and .xlsx (Microsoft Excel); .zip; .ics	
32	Environmental Requirements	Operating ambient temperature: 0° to 35° C (32° to 95° F) Non-operating temperature: -20° to 45° C (-4° to 113° F) Relative humidity: 5% to 95% non-condensing Operating altitude: Tested up to 3,000 m (10,000 feet)	
33	Accessories	Explore keyboards, cases, covers, Apple Pencil & Carry Case	

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Registrar (IT-cum-CPC),
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Central Project Coordinator)
High Court of Andhra Pradesh

1.2 In addition to the EMD the Security Deposit @ 5% (five percent) by way of Bank Guarantee should be paid on the Tender Value at the time of execution of formal agreement in favour of The Registrar (IT-cum-CPC), High Court of Andhra Pradesh in any Nationalized Bank for 3 (three) years and no interest will be paid for BG by the High Court.

1.3 Payment should be made on satisfactory completion of the supply and installation of **Apple Air or its equivalent (slightly higher side)** with its accessories in a complete shape.

1.4 In interpreting these Conditions of Contract, singular also means plural, male also means female, and vice-versa. Headings have no significance. Works have their normal meaning under the language of the contract unless specifically defined. The Officers-in-charge will provide instructions clarifying queries about the conditions of Contract.

1.5 The documents forming the Contract shall be interpreted in the following order of priority:

- 1) Formal Agreement
- 2) Letter of Acceptance, notice to proceed with the supply and installation of **Apple Air**

Contractor's Tender (Technical bid)

- 3) Conditions of contract
- 4) Specifications Bill of quantities (Price-bid)
- 5) Any other document listed as forming part of the Contract.

2. Officers-in-charge's Decisions:

2.1 Except where otherwise specifically stated, the Officers-in-charge will decide the contractual matters between the High Court and the Bidder in the role representing the Department.

3. Delegation:

3.1 The Officers-in-charge may delegate any of his duties and responsibilities to other officers and may cancel any delegation by an official order issued.

4. Communications:

4.1 Communications between parties, which are referred to in the conditions, are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act)

5. Sub-contracting:

5.1 If the prime *Vendor/Manufacturer (OEM)/Authorized Dealer* desires to sub-let a part of **Apple Air or its equivalent (slightly higher side)** or Accessories, he should submit the same at the time of filing tenders itself or during execution, giving the name of the proposed Sub-contractor, along with details of his qualification and experience, The Tender Accepting Authority should verify the experience of the Sub-contractor and if the Sub-contractor satisfies the qualification criteria in proportion to the value of work proposed to be sub-let, he may permit the same. The total value of works to be awarded on sub-letting shall not exceed 50% of contract value. The extent of subletting shall be added to the experience of the sub-contractor and to that extent deducted from that of the main contractor.

Vendor/Authorized Dealer


Registrar (IT-cum-CPC),
High Court of Andhra Pradesh.

6. Other Contractors: The Contractor

7. Personnel:

7.1 The Contractor

8. Contractor's Risks:

8.1 All risks of loss of or damage to physical property and of personnel injury and death, which arise during and in consequence of the performance of the Contract, are the responsibility of the Contractor.

9. Insurance:

9.1 Transit Insurance etc.,

SETTLEMENT OF CLAIMS:

Settlement of claims for Rs.50,000/- and below by Arbitration.

All disputes or difference arising of or relating to the Contract shall be referred to the adjudication as follows:

All claims shall be before Registrar General, High Court of Andhra Pradesh. The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any statutory modification thereof.

The arbitrator shall state his reasons in passing the award.

A reference for adjudication under these clauses shall be made by the contractor within 6 (six) months from the date of intimating the contractor of the preparation of final bill or his having accepted payment which ever is earlier.

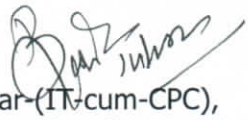
10. Delivery/Supply and installation of **Apple** **Air or its equivalent (slightly higher side)** and its Accessories shall be as mentioned in the Tender Notification.

B. TIME FOR COMPLETION

11. Program:

The period of supply and installation of above **Apple** **Air or its equivalent (slightly higher side)** and its Accessories for the Hon'ble Judges in the High Court of Andhra Pradesh for their Lordships is within 15 (fifteen) days from the date of Purchase Order and on execution of formal Agreement only.

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Registrar-(IT-cum-CPC),
High Court of Andhra Pradesh.

Registrar (Information Technology-cum
Central Project Coordinator)
High Court of Andhra Pradesh

12. Taxes included in the bid:

12.1 The percentage quoted by the bidder is exclusive of General Sales Tax (GST) but inclusive of other taxes on all materials that the bidder will have to purchase for performance of this bid.

12.2 GST component loaded in Part 'B' of the estimate shall be added in bill of the contractors who opt for composition scheme and recovered.

12.3 In respect of those contractors, who do not opt for composition scheme, the GST component loaded in the estimate in Part 'B' shall not be released to them with their bills. However, GST loaded in Part 'B' of the estimate shall be recovered and for the recovery made, a deduction certificate shall be issued, based on which they have to claim adjustment through their returns submitted to their respective assessing authorities.

13. Securities:

13.1 The Earnest Money Deposit and Additional Security (for discount tender percentage beyond 25%) shall be provided to the High Court not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank acceptable to the High Court. The Earnest Money shall be valid until a date 28 (twenty-eight) days from the date of expiry of Defects Liability Period and the additional security shall be valid until a date 28 (twenty-eight) days from the date of issue of the certificate of completion.

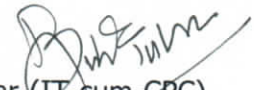
14. Indemnity Bond:

Name of the work :-

Supply and Installation of **Apple** **Air or its equivalent (slightly higher side)** and its Accessories for the use of the Hon'ble Judges is 15 (fifteen) days from the date of purchase order and entering with formal agreement only.

I/We _____ Resident of do hereby bind myself to pay all the claims may come (a) under Workmen's Compensation Act, 1933 with any statutory modification there of and rules there under or otherwise for or in respect of any damage or compensation payable in connection with any accident or injury sustained (b) under Minimum wages Act 1948 (c) under payment of wages Act.1936 (d) under the Contractor labour (Regulation and Abolition) Act. 1970 by workmen engaged for the supply and installation relating to the above contract i.e., failing such Payment of claims of workmen engaged in the above work, I/We abide in accepting for the recovery of such claims, effected from any of my assets with the High Court.

Vendor/Authorized Dealer


Registrar-(IT-cum-CPC),
High Court of Andhra Pradesh.

Registrar (Information Technology-cum
Central Project Coordinator)
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15. Income tax:

a) During the currency of the contract deduction of income tax at 2.266% or as applicable be made from the gross value of bill amount of the contract, the contract value which is in excess of Rs.10,000/- for deduction of tax at rates lower than 2.24% procedure stipulated under section 194-C(4) of Income Tax Act, 1961 shall be followed.

b) Income Tax clearance certificate should be furnished before the payment of bill.

16. GST:

16.1 The percentage quoted by the contractor is exclusive of Goods and Services Tax (GST) but inclusive of other taxes on all materials that the bidder will have to purchase for performance of this contract.

16.2 GST component loaded in Part 'B' of the estimate shall be added in each of the bidder who opt for composition scheme and recovered.

16.3 In respect of those bidders, who do not opt for composition scheme. The GST component loaded in the estimate shall not be released to them with their bills. However, GST loaded in Part 'B' of the estimate shall be recovered and for the recovery made a deduction certificate shall be issued, based on which they have to claim adjustment through their returns submitted to their respective assessing authorities.

16.4 GST during the currency of the contract deduction towards Andhra Pradesh GST under section A.P. GST Act 57, according to which tax has to be deducted or prevailing tax structure.

16.5 The contractor should produce a valid sales tax clearance certificate before the payment of the final bill, otherwise payment to the contractor will be withheld.

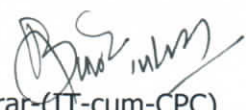
The tender shall be accompanied by EMD (Earnest Money Deposit) of 10% (Ten) of the bid amount in the shape of Bank Draft Drawn in a favour of the Registrar (Administration). The amount shall not bear any interest. Tenders not accompanied by EMD shall be liable for summary rejection.

Any short fall in Earnest Money Deposit consequent on the increase in the total value of the bid shall have to be, made good by the successful tenderer if and when the tender is accepted. The Earnest Money Deposit (EMD) will be retained in the case of successful tenderer and will not carry any interest.

Tenderers shall quote their Sales Tax Registration i.e., GST number.

The price quoted shall be clearly mention the cost of articles, duties payable in addition, if any, packing, forwarding and insurance, etc., charges. The rate and amount of sales tax payable, if any shall also be indicated in the tender.

Vendor/Authorized Dealer


Registrar-(IT-cum-CPC),
High Court of Andhra Pradesh.

Registrar (Information Technology-cum
Central Project Coordinator)
High Court of Andhra Pradesh

TERMS AND CONDITIONS

In case of supplies from outside the State, which are subject to levy of Central Sales Tax/GST at the concessional rate, the concessional rate shall only be quoted. Necessary 'D' form will be issued as and when it is required by the contractor by giving full details of R.R., date, etc.

The specifications given in the tender schedule are only for guidance. The tenderer may quote for specifications if he so desires. The tenderer may quote for accessories, etc., separately if he feels that the same will make the equipment complete and facilitate obtaining better performance.

The tenderer should be either a manufacturer (OEM) (or) an authorized dealer for supply of **Apple Air or its equivalent (slightly higher side)** and its Accessories. The proof of the same to be uploaded.

The specifications of the items offered shall be clearly indicated duly supported by illustrated literature so as to enable the purchaser to assess the merits of **Apple Air or its equivalent (slightly higher side)** and model, capacity, performance, etc.

The country of origin of **Apple Air or its equivalent (slightly higher side)** shall be stated. If import of **Apple Air or its equivalent (slightly higher side)** or its accessories is necessary from abroad, the tenderer shall make his own arrangements unless otherwise agreed to by the purchaser (High Court).

In the case of spares, the original manufacturers' trade name shall be mentioned if the items are brought out items and not manufactured by the tenderer.

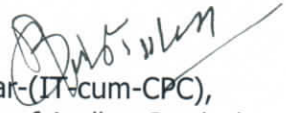
1. The time required from the date of receipt of purchase order for delivery at destination shall definitely be stated and this shall form the essence of contract.

2. The tenderer shall give a guarantee for trouble free performance and against manufacturing defects for a period of 3 (three) years from the date of supply and installation of the **Apple Air or its equivalent (slightly higher side)**. He shall agree to replace or repair parts or whole equipment found defective at his own cost, within a reasonable time after receipt of intimation from the purchaser regarding the defects.

3. The tenderer should provide the Warranty as detailed below from the date of delivery of the **Apple Air or its equivalent (slightly higher side)** at our side:

4. The **Apple Air** should be delivered within 15 (fifteen) days from the date of purchase order.
5. The tenderer should bear the transit insurance for each **Apple Air or its equivalent (slightly higher side)** and its accessories.
6. Payment will be made in full after receipt and after installation of **Apple Air or its equivalent (slightly higher side)** along with its accessories at site and verification unless otherwise stated.

Vendor/Authorized Dealer


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7. In the event of any payment being made in advance of delivery, Tenderer shall deliver the **Apple** **Air or its equivalent (slightly higher side)** strictly in conformity with the specifications set forth in the Schedule annexed to the Purchase Order and in accordance with the Terms and Conditions of the Contract and in the event of the **Apple** **Air or its equivalent (slightly higher side)** not being so delivered for any cause whatsoever, the amount so paid in advance of delivery shall be refunded by the tenderer at the option of the Purchaser within a month (30 days) from the date of receipt of communication of the exercise of the said option by the Purchaser (High Court).
8. The purchaser (High Court) reserves the right to reject any or all of the tenders without assigning any reason(s) therefore. The Purchaser also reserves the right to increase or decrease the quantity as well as withdraw any of the items of the tender.

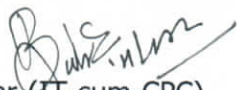
The Purchaser will advise the successful tenderer to remit a further amount so that the amount along with the amount remitted earlier as E.M.D. will make up 5 % of the value of the contract. The amount equivalent to 5 per cent of the value of the contract shall be termed as "Security Deposit" and will be retained by the Purchaser as Security till successful completion of contract and warranty period and will be dealt with as hereunder.

9. On receipt of the Bank Guarantee towards Security Deposit, the purchaser shall issue a Purchase Order setting forth the conditions and terms with dates of delivery, etc., by registered Post Ack. Due.,
10. The Successful tenderer who will be hereinafter called the Contractor shall give in writing his unconditional acceptance to the Purchase Order and commence supplies. The delivery period shall be reckoned from the date of receipt of Purchase Order by the contractor.
11. No price variation of any account will be allowed on the prices mentioned in the Purchase Order.

The Purchaser on receipt of consignment shall verify and set forth defective supplies, if any, in writing to the Contractor, within 10 days from the date of supplies at destination.

12. The Contractor shall arrange to repair or replace defective supplies at his own cost to the complete satisfaction of the Purchaser within a month from the date of receipt of intimation from the Purchaser setting forth the list of defects. The penalty is enumerated in clauses infra.
13. The supplies shall be made strictly within the delivery period stipulated in the Purchase Order. The Purchase Order stands automatically cancelled on the expiry of the delivery period stipulated, entailing levy of penalties mentioned in Clauses further below, unless the date of delivery is extended by the Purchaser.

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14. Penalties: should the Contractor fail to deliver the **Apple** **Air or its equivalent (slightly higher side)** with its Accessories thereof within period prescribed, or fail to rectify or replace defective supplies within a reasonable time after receipt of intimation, the Purchaser shall be entitled at his option to act as under:

- (a) to recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 2 (two) percent of the price of any stores which the Contractor has failed to deliver as aforesaid for each month or part of a month during which the delivery of such stores may be in arrears, subject to a maximum of 5 (five) percent; or
- (b) to purchase elsewhere, without notice to the Contractor, on Contractor's account and at Contractor's risk, the stores not delivered or others of a similar description (where others exactly complying with the particulars are not in the option of the purchaser readily procurable such option being final) without canceling the contract in respect of the consignment not yet due for delivery; or
- (c) to cancel the contract or portion thereof and if so, decide to purchase the stores at the risk and cost of the Contractor; or
- (d) to forfeit the Security Deposit in part or full at the discretion of the purchaser (High Court).

15. In the event of action being taken under (a),(b) or (c) above, the contractor shall be liable for any loss which the purchaser (High Court) may sustain on that account but the Contractor shall not be entitled to any gain on repurchases made against default.

The Security Deposit along with the Further Security Deposit will be returned to the Contractor on application within 2 (two) months after making final payment or the expiry of the Guarantee period whichever is later.

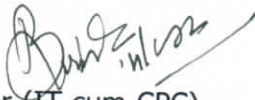
The tenderer shall produce the evidence if any about the previous experience in supply of **Apple** **Air or its equivalent (slightly higher side)** and its accessories to any reputed Government (or) pre-GST institutions.

The purchaser referred to shall be the Officer of the High Court of Andhra Pradesh, for placing the purchase Order for and on behalf of the HIGH COURT OF ANDHRA PRADESH AT AMARAVATI or an Officer authorized by the Purchaser.

16. In case of any dispute that may arise in the context of meaning or interpretation of any of the terms and conditions or in the case of supply of the **Apple** **Air or its equivalent (slightly higher side)** and its Accessories, the decision of the meaning or interpretation given by the Registrar (IT-cum-CPC) or his authorized person shall be the final.

17. The Registrar (IT-cum-CPC) retains the power to alter any item of the terms and conditions, in the genuine interest of High Court of Andhra Pradesh.

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High Court of Andhra Pradesh.

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18. Any dispute or appeal has to be referred to the Registrar General, High Court of Andhra Pradesh, Amaravathi whose decision shall be final.

Other Terms and Conditions:

1. Bidder should have at least 3 years of experience in the sales, service and support and be an authorized sales and service provider for the model which is offered. Dealership Authorization letter from O.E.M valid up to 31-12-2020 and O.E.M support letter for 3 years should be enclosed to the tender.
2. The REGISTRAR (IT-cum-CPC) may at his discretion ask the bidder for clarification of their bids including price.
3. Delivery and Installation Period: Minimum 2 weeks or 15 (fifteen) days from the date of issue of Purchase Order.
4. The successful bidder will have to furnish unconditional Bank Guarantee @5% (Five percent) of Purchase value to the High Court of Andhra Pradesh at Amaravati valid for a period of three (3) years within 15 working days of issue of Purchase Order, towards service guarantee.
5. **Payment Terms:** On successful and satisfactory installation and on the submission of unconditional Bank Guarantee of 5% (five percent) of the total amount from Nationalized/Scheduled Bank towards due performance of warranty, amount will be credited to the Bank Account of the successful bidder through the Pay and Accounts Officer (PAO) i.e through CFMS.
6. Price indicated shall be inclusive of all taxes applicable including for accessories.
7. The successful Bidder shall demonstrate the model offered by them on -- -- -- (date) to the undersigned at 12.00 noon.
8. Warranty:
 - A. **Apple** **Air or its equivalent (slightly higher side)** with should be under three (3) years onsite comprehensive warranty & support service by the O.E.M from the date of the installation, including free provision of spare parts, kits as and when necessary.
 - B. If the defective **Apple** **Air or its equivalent (slightly higher side)** and its accessories is not made operational beyond 48 hours after the complaint (during the warranty period), the firm will be required to provide a standby **Apple** **Air or its equivalent (slightly higher side)** the same or higher configuration, failing which a penalty of Rs. 200/- (Two Hundred) per day till the **Apple** **Air or its equivalent (slightly higher side)** is rectified will be imposed after 48 hours.

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- C. Warranty period begins from the date of satisfactory installation, commissioning and certified by the authorized officer of High Court of Andhra Pradesh at Amaravati.
- D. On completion of the warranty period the unconditional Bank guaranty will be released after satisfying that proper free warranty support has been provided during warranty period of three (3) years for the **Apple** **Air or its equivalent (slightly higher side)** and its accessories. The High Court reserves the right to recover pending amounts of penalty if any, from the amount of Bank Guarantee.
- E. Training to the Honorable Judges and High court Staff: The successful bidder has to provide training to the Honorable Judges and one or two identified staff members of the High court on the operation of the **Apple** **Air or its equivalent (slightly higher side)** and its accessories offered at the time of installation of **Apple** **Air or its equivalent (slightly higher side)**.
9. The Registrar (IT-cum-CPC), High Court of Andhra Pradesh at Amaravati reserves the right to accept or reject the offer without assigning any reason or reasons.

Certified that I have read all the above terms and conditions of contract and in full understanding of them.

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High Court of Andhra Pradesh.

Registrar (Information Technology-cum
Central Project Coordinator)
High Court of Andhra Pradesh


Name of work : Supply and Installation of **Apple** **Air or its equivalent (slightly higher side)** and its Accessories for the use of the Hon'ble Judges

BILL OF QUANTITIES

PREAMBLE

1. The Bill of Quantities Shall be read in conjunction with the instructions to Tenderers, General and Special conditions of Contract Specifications and its Accessories.
2. The quantities given in the Bill of Quantities are estimate and are given to provisional and are given to provide common basis for tendering. The quantities here given are those upon which the lump sum tender cost of the **Apple** **Air or its equivalent (slightly higher side)** and its accessories is based but they are subject to quantity, omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of **Apple** **Air or its equivalent (slightly higher side)** and its accessories to be supplied. The basis of payment will be actual quantities of supply of Contractor and verified by the Technical personnel of the High Court in the Bill of Quantities where applicable, and otherwise at such rates and prices as the Officers in charge may fix within the terms of Contract.

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High Court of Andhra Pradesh

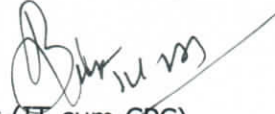
BILL OF QUANTITIES
(Part-I)

Name of work : Supply and Installation of **Apple**
use of the Hon'ble Judges

Air and its Accessories for the

Sl.No.	Approximate Quantity in figures / words	Description	Specification	Unit in figures / words	Estimate rate in figures / words	Amount in Rs.
01.	6 (Six)	Separate sheets enclosed	Separate Sheet			

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High Court of Andhra Pradesh

PRICE BID

(To be placed in the COVER - 'B')

Name of Item:

Supply and Installation of **Apple** **Air or its equivalent (slightly higher side)** and its Accessories for the use of the Hon'ble Judges.


ESTIMATED CONTRACT VALUE (IN FIGURES & WORDS):

Supply and Installation of **Apple** **Air or its equivalent (slightly higher side)** and its Accessories for the use of the Hon'ble Judges.

I/We _____ do hereby express my willingness to supply the aforesaid items and installation of **Apple** **Air or its equivalent (slightly higher side)** and its accessories as per the conditions, standards, specifications, rules, regulations, etc., stipulated in the tender documents.

At an overall tender percentage of _____% (in figures) _____ (in words)
Excess / less over estimated value or at Estimate rates.

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High Court of Andhra Pradesh

HIGH COURT OF ANDHRA PRADESH AT AMARAVATI

TENDER NOTIFICATION

ROC.No.152/2019-CPS, dated 14.10.2020

Sealed Quotations are invited for Supply and Installation 6 (six) Nos. (Approx) of Apple Air and its Accessories for the use of the Hon'ble Judges. The Specifications of the Apple Air and Accessories are as under:

Apple Air and Accessories and its Technical Specifications are shown as below:

SL. NO.	FEATURES	TECHNICAL SPECIFICATIONS AND ITS DESCRIPTION	REMARKS	COMPLIANCE
Apple MAC Book Air or its equivalent (slightly higher side)				
1	Finish colour	Silver	or its equivalent	
2	Capacity	256GB	or its equivalent	
3	Connectivity	Wi-Fi + cellular	or its equivalent	
4	Size, thickness and Weight	9.4 x 7 inches , 0.4 inches Thickness and weight 460 grams (10.5 Inch)	or its equivalent	
5	Charger	USB-C Charging Cable (1 meter) 12W USB-C Power Adapter	or its equivalent	
6	Display	Liquid Retina display 10.5-inch (diagonal) LED-backlit Multi-Touch display with IPS technology 2360x1640-pixel resolution at 264 pixels per inch (ppi), Wide color display (P3), True Tone display Fingerprint-resistant, oleo phobic coating, Fully laminated display, Anti-reflective coating, 1.8% reflectivity, 500 nits brightness and Supports Apple Pencil (2nd generation)	or its equivalent	
7	Chip	A12 Bionic chip with 64-bit architecture Neural Engine	or its equivalent	
8	Camera	8 MP Wide camera f/1.8 aperture Five-element lens Hybrid IR filter Backside illumination sensor Live Photos with stabilization Autofocus with Focus Pixels Tap to focus with Focus Pixels Wide color capture for photos and Live Photos Panorama (up to 63MP) Exposure control Noise reduction Smart HDR for photos Auto image stabilization Burst mode Timer mode Photo geotagging Image formats captured: HEIF and JPEG	or its equivalent	
9	Video Recording	HD video recording at 30 fps or 60 fps Slow-motion video support for 720p at 120 fps. Time-lapse video with stabilization.videostabilization. Tap to focus while recording. 3X Video Zoom. Backside illumination. Video Geotagging	or its equivalent	
10	FaceTime HD Camera	7MP photos f/2.2 aperture 1080p HD video recording at 60 fps Wide color capture for photos and Live Photos Smart HDR Retina Flash Backside illumination sensor Auto image stabilization Burst mode Exposure control Timer mode	or its equivalent	
11	Video Calling	FaceTime video iPad to any FaceTime-enabled device over Wi-Fi or cellular	or its equivalent	
12	Audio Calling	FaceTime audio iPad to any FaceTime-enabled device over Wi-Fi or cellular	or its equivalent	
13	Speakers	Stereo speakers	or its equivalent	
14	Microphones	Dual microphones for calls, video recording and audio recording	or its equivalent	
15	Cellular and Wireless	Wi-Fi(802.11 a/b/g/n/ac) Wi-Fi 6; simultaneous dual band (2.4GHz and 5GHz); HT80 with MIMO Bluetooth 5.0 technology Wi-Fi + Cellular models UMTS/HSPA/HSPA+/DC-HSDPA (850, 900, 1700/2100, 1900, 2100 MHz); GSM/EDGE (850, 900, 1800, 1900 MHz) Gigabit-class LTE (Bands 1, 2, 3, 4, 5, 7, 8, 11, 12, 13, 14, 17, 18, 19, 20, 21, 25, 26, 29, 30, 34, 38, 39, 40, 41, 46, 48, 66, 71) Data only Wi-Fi calling eSIM	or its equivalent	
16	Sim Card	Nano-SIM (supports Apple SIM, eSIM)	or its equivalent	
17	Location	Digital compass Wi-Fi iBeacon micro-location Wi-Fi + Cellular models Built-in GPS/GNSS Cellular	or its equivalent	
18	Sensors	Touch ID Three-axis gyro Accelerometer Barometer Ambient light sensor	or its equivalent	
19	Touch ID	Unlock iPad Secure personal data within apps Make purchases from the iTunes Store and App Store	or its equivalent	

20	Siri	Use your voice to send messages, set reminders and more Get proactive suggestions Use hands-free Listen to and identify songs	or its equivalent	
21	Charging and Expansion	Lightning & Smart Connector	or its equivalent	
22	Power and Battery	Built-in 28.6-watt-hour rechargeable lithium-polymer battery Up to 10 hours of surfing the web on Wi-Fi or watching video Charging via power adapter or USB-C to computer system Wi-Fi + Cellular models Up to 9 hours of surfing the web using a cellular data network	or its equivalent	
23	Operating System	iPadOS 14 iPadOS with powerful features and built-in apps designed to take advantage of the unique capabilities of iPad.	or its equivalent	
24	Accessibility	VoiceOver, Voice Control, Zoom, Magnifier, Siri and Dictation, Switch Control, Closed Captions, AssistiveTouch, Speak Screen	or its equivalent	
25	Built-in Apps	App Store Books Calendar Camera Clock Contacts, FaceTime Files Find My Home iTunes Store Mail, Maps Measure Messages Music Notes Photo Booth, Photos Podcasts Reminders Safari Settings Shortcuts, Siri Stocks Tips TV Voice Memos	or its equivalent	
26	Free Apps from Apple	Pages, Numbers, Keynote, iMovie, GarageBand, Remote, Music Memos, Clips, Swift Playgrounds and Support	or its equivalent	
27	System Requirements	Internet access Syncing to a Mac or PC requires: macOS Catalina 10.15 using the Finder macOS El Capitan 10.11.6 through macOS Mojave 10.14.6 using iTunes 12.8 or later Windows 7 or later using iTunes 12.10 or later (free download from www.apple.com/in/itunes/download)	or its equivalent	
28	Languages	English (US/UK)	or its equivalent	
29	Audio Playback	Audio formats supported: AAC (8 to 320 Kbps), Protected AAC (from iTunes Store), HE-AAC, MP3 (8 to 320 Kbps), MP3 VBR, Dolby Digital (AC-3), Dolby Digital Plus (E-AC-3), Audible (formats 2, 3, 4, Audible Enhanced Audio, AAX and AAX+), Apple Lossless, AIFF and WAV User-configurable maximum volume limit	or its equivalent	
30	TV and Video	AirPlay Mirroring, photos, audio and video out to Apple TV (2nd generation or later) Video mirroring and video out support: Up to 4K through USB-C Digital AV Multiport Adapter and USB-C VGA Multiport Adapter (adapters sold separately) Video formats supported: H.264 video up to 4K, 30 frames per second, High Profile level 4.2 with AAC-LC audio up to 160 Kbps, 48kHz, stereo audio or Dolby Audio up to 1008 Kbps, 48kHz, stereo or multi-channel audio, in .m4v, .mp4 and .mov file formats; MPEG-4 video up to 2.5 Mbps, 640x480 pixels, 30 frames per second, Simple Profile with AAC-LC audio up to 160 Kbps per channel, 48kHz, stereo audio or Dolby Audio up to 1008 Kbps, 48kHz, stereo or multi-channel audio, in .m4v, .mp4 and .mov file formats; Motion JPEG (M-JPEG) up to 35 Mbps, 1280x720 pixels, 30 frames per second, audio in ulaw, PCM stereo audio in .avi file format	or its equivalent	
31	Mail Attachment Support	Viewable document types .jpg, .tiff, .gif (images); .doc and .docx (Microsoft Word); .htm and .html (web pages); .key (Keynote); .numbers (Numbers); .pages (Pages); .pdf (Preview and Adobe Acrobat); .ppt and .pptx (Microsoft PowerPoint); .txt (text); .rtf (rich text format); .vcf (contact information); .xls and .xlsx (Microsoft Excel); .zip; .ics	or its equivalent	
32	Environmental Requirements	Operating ambient temperature: 0° to 35° C (32° to 95° F) Non-operating temperature: -20° to 45° C (-4° to 113° F) Relative humidity: 5% to 95% non-condensing Operating altitude: Tested up to 3,000 m (10,000 feet)	or its equivalent	
33	Accessories	Explore keyboards, cases, covers, Apple Pencil & Carry Case	or its equivalent	

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