

TENDER NOTICE

Sealed tenders are invited for the purchase of 841 Computer Systems alongwith its peripherals and UPS Systems by Punjab & Haryana High Court, Chandigarh on or before 21st October, 2011 till 3.00 P.M. This tender notice is in supersession of earlier Tender No.PHHC/01. The detailed tender document can be downloaded from the official website of this Court i.e. <http://highcourtchd.gov.in>.

Sd/-

**O.S.D.-cum-
Member Secretary (HCLSC)**

PUNJAB & HARYANA HIGH COURT

CHANDIGARH

**DETAILED TENDER DOCUMENT FOR SUPPLY OF COMPUTER SYSTEMS
AND CONNECTED PERIPHERALS IN THE PUNJAB AND HARYANA HIGH
COURT AT CHANDIGARH.**

Tender No: PHHC/02

**O.S.D.-CUM-MEMBER SECRETARY (HCLSC)
PUNJAB AND HARYANA HIGH COURT
SECTOR – 1, CAPITOL COMPLEX,
CHANDIGARH**

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**PUNJAB & HARYANA HIGH COURT
SECTOR – 1, CAPITOL COMPLEX,
CHANDIGARH – 160 001.**

Website : highcourtchd.gov.in

NOTICE INVITING TENDERS

This High Court intends to procure new computer systems along with connected peripherals for use of the officials of this High Court.

This High Court invites bids from reputed computer Manufacturers/Authorized dealers having a minimum annual turnover of Rs.10 crore each in the last three years. The organization must have a minimum experience of three years in supplying computer & peripherals. The bidders registered with DGS&D or any other Government Agency may be preferred. Prospective tenderers should check for themselves whether they fulfill the basic criteria as stated hereinafter and in the Tender documents. Bids are invited to supply 841 Computers along with peripherals and UPS Systems in the Punjab & Haryana High Court, Chandigarh. Authorized dealers should submit the authorization certificate & agency, agents with the manufacturer. In case bidder is not an OEM then it will be required to submit an authorization and undertaking from the OEM stating that OEM will discharge all responsibilities under warranty, in case, the bidder fails to do the same for any reason including on-site maintenance.

The tender documents can be downloaded from the official website of this High Court i.e. <http://highcourtchd.gov.in>, free of cost. Last date of submission of complete tender documents is **21.10.2011 till 3.00 P.M.** Tenderers are expected to deliver a Complete Computer System of the requisite specifications for the purpose of Technical Evaluation along with tender bid. Tenders received after the closing time shall not be opened and will be rejected summarily.

The O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court reserves the right to amend or cancel the tender without assigning any reason.

Sd/-

Place: Chandigarh
Date : 21.09.2011

**O.S.D.-cum-
Member Secretary (HCLSC)
Punjab & Haryana High Court,
Chandigarh.**

PUNJAB & HARYANA HIGH COURT

CHANDIGARH

**DETAILED TENDER DOCUMENT FOR SUPPLY OF COMPUTER SYSTEMS
AND CONNECTED PERIPHERALS IN THE PUNJAB AND HARYANA HIGH
COURT AT CHANDIGARH.**

PART - 1

TENDER DETAILS

**O.S.D.-CUM-MEMBER SECRETARY (HCLSC)
PUNJAB AND HARYANA HIGH COURT
SECTOR – 1, CAPITOL COMPLEX,
CHANDIGARH**

SECTION - I
INVITATION OF BIDS

1. Punjab and Haryana High Court intends to procure new computer systems along with connected peripherals for use of the officials of this High Court.
2. Tenderers are advised to study the Tender Document carefully. Submission of the Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.
3. Sealed offers prepared in accordance with the Tender Document should be submitted to **The O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court, Sector – 1, Capitol Complex, Chandigarh** not later than **3.00 PM on 21.10.2011**. This tender notice is in supersession of earlier tender No.PHHC/01.
4. Bids must be accompanied by an Earnest Money deposit of Rs.10,00,000/- (Rupees Ten lakhs only) in the form of Bank Draft/Bank Guarantee with validity of six months in favour of the Registrar General, Punjab & Haryana High Court, Chandigarh payable at Chandigarh and one complete Computer set as proposed in the bid for evaluation purpose.
5. The Pre-qualification bids will be opened immediately after the closing time of the receipt of bids at 3.00 PM on 21.10.2011 in the office of the O.S.D.-cum-Member Secretary (HCLSC) of Punjab & Haryana High Court, Chandigarh, in the presence of the tenderers or their authorized representatives who choose to be present at that time.
6. Commercial bids of only those tenderers, who fulfill all pre-qualification criteria, shall be opened after the evaluation of the pre-qualification bid as well as system provided for the purpose, on a date and time to be notified either at the time of opening of the pre-qualification bids, or subsequently. Tenders who fulfill all pre-qualification criteria or their authorized

representatives may remain present at the time of opening of the Commercial Bids.

7. The rates quoted by the successful bidder shall remain valid for six months from the date of acceptance of offer to meet additional requirements. The rates quoted should be F.O.R. Punjab & Haryana High Court, Chandigarh inclusive of all taxes, installation charges etc. & should be firm & final.
8. Supply of the Computers & Peripherals is to be accomplished within six (06) weeks from the date of order.
9. The O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court, Chandigarh shall not be responsible for any postal delay or non receipt / non delivery of the documents.

SECTION - II

INSTRUCTIONS TO TENDERERS

A. INSTRUCTIONS:

1. Procedure for Submission of Bids:

1.1 A tender should be complete in all respects including the Earnest Money deposit and one complete Computer set as proposed in the bid for evaluation purpose.

1.2 Tenders shall be submitted in the following two separate sealed covers.

A] Pre-qualification documents (2 copies) in one sealed cover marked **“PREQUALIFICATION BID”**

B] Commercial bid (2 Copies) in one sealed cover marked **“COMMERCIAL BID”**

Both the sealed covers should then be put in another sealed cover marked **“BIDS FOR COMPUTER SYSTEMS ALONGWITH CONNECTED PERIPHERALS FOR PUNJAB & HARYANA HIGH COURT, CHANDIGARH”**. This cover should also indicate clearly the name and address of the tenderer.

1.3 Pre-qualification bids only will first be opened on the prescribed date and time.

1.4 Commercial Bids of only those tenderers will be opened whose pre-qualification bids as well as system provided for evaluation are found to be suitable. Commercial bids shall be opened on a day and time to be notified either at the time of opening of the pre-qualification bids, or subsequently.

1.5 Please note that rates should not be indicated in the Pre-qualification Bids and should be quoted only in the Commercial Bid. Commercial Bid should only indicate rates as per the proforma of Commercial Bids given in the Tender Document.

1.6 The bids received after the last date and time for receipt of bids prescribed in the tender document shall not be opened and shall be rejected summarily.

2. **Cost of Tender Document:** The Tenderer shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the High Court and High Court will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
3. The Tenderer is expected to carefully examine all instructions, forms, terms and specifications in the Tender Document. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect will be at the Tenderer's risk and may result in the rejection of the bid.
4. **Clarification regarding Tender Document**

Vendors are free to ask any query in this regard by e-mail on cpc-phc@indianjudiciary.gov.in latest by 30.09.2011. Vendors can attend Pre-bid Conference on 03.10.2011 at 11.00 AM in Conference Hall, High Court Museum, High Court Premises, Sector – 1, Chandigarh in order to address any question in this regard. No query will be entertained after the conference.
5. **Amendment of Tender Document:**
 - 5.1 At any time up to the last date for receipt of bids, the High Court, may for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the tender Document by displaying a corrigendum on the website of this Court.
 - 5.2 Such corrigendum/amendment will be binding on all the prospective Tenderers.
 - 5.3 In order to afford prospective Tenderers reasonable time or otherwise for any other reason, in which to take the amendment into account in preparing their bids, the High Court may, at its discretion, extend the last date for the receipt of bids.

B. Preparation of Bids

6. Language of Bids

The bids prepared by the Tenderer and all correspondence and documents relating to the bids exchanged by the Tenderer and High Court shall be written in the English Language.

7. Documents comprising the Bids:

The bids prepared by the Tenderers shall comprise of following components:

A] *Pre-qualifying Document shall consist of following:*

- i) Bid Proposal sheet duly filled in, signed and complete in all respects (Proforma-I)
- ii) Qualifying data duly filled in as per relevant proforma provided in the bid proposal that the tenderer is eligible to bid and is qualified to perform the contract, if its bid is accepted (Proforma-II)
- iii) Valid income tax clearance certificate in original (Attested copies of sales tax registration and sales tax return filed in the last financial year).
- iv) Proof of fulfilling all the pre-qualification conditions, as given in the Proforma – III of the Tender Document.
- v) Proof of Rupees 10 Crore annual turn over in the last 3 successive years and name of the Department / Institution where services have been provided. (Attested copies of Audit financial Statement) (Proforma – IV).
- vi) Address, Contact Person, Phone, Tele Fax / Email details with residential contact information during holidays.
- vii) Attached copies showing that the bidders has capability for annual maintenance or has tie-up with the authorized maintenance Agency / Service Center for the maintenance of

the Computer Hardware, Software, UPS, LCD and Computer peripherals during the Warranty period.

- viii) Full Earnest Money of Rs.10,00,000/- in the form of Bank Draft/Bank Guarantee with validity of six months in favour of the Registrar General, Punjab & Haryana High Court, Chandigarh payable at Chandigarh.
- ix) Complete details of Resources in terms of infrastructure and Technical manpower with Resumes of all persons to be associated with the project to be attached. (Attach legal status).
- x) List of letters of satisfactory performance from the Clients where such services have already been provided.
- xi) Statement of past performance as per proforma-V
- xii) For authorized dealer authorization letter from agency agreement with the manufacturer.
- xiii) Registration Certificate of DGS&D or any other Government Agency.
- xiv) In case bidder is not an OEM then it will be required to submit an authorization and undertaking from the OEM stating that OEM will discharge all responsibilities under warranty, in case, the bidder fails to do the same for any reason including on-site maintenance.
- xv) The bidders/OEM having rating in green peace would be preferred.

B] *Commercial Bid consisting of the following:*

- i) Rates duly filled, signed and complete in the proforma for Commercial Bids.
- ii) The Tenderer shall indicate the rates firm and final for indicated Tasks / scope of work inclusive of all taxes & cess

& F.O.R. Chandigarh, the Terms of reference of which are given in the technical specifications.

8. AUTHORIZATION OF THE TENDER

The individual signing the tender or other document, in connection with the tender must certify as to whether he or she has signed as:-

1. A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
2. A partner of the firm, if it be "Partnership", in which case he must have authority to refer to arbitration disputes concerning the business partnership either by virtue of the partnership agreement or a power of attorney. In the alternative all the partners should sign the tender.
3. Constituted attorney of the company, if it is a company.

SECTION - III

PRE QUALIFICATION CONDITIONS

1. The Tenderer should be a reputed Computer Manufacturer/Authorized Dealer Firm/Organization or Company directly providing computer in India at least for last three years.
2. The Tenderer must have an annual turn over of at least Rupees 10 Crore in each last successive three years.
3. The Tenderer must have successfully executed two orders of similar magnitude in last two years, atleast one of these orders should be with Government or some Public Sector Undertaking.
4. The Tenderer should have service station in the (either their own or through franchisees) Chandigarh before the last date of submission of bids.
5. The Tenderer should have adequate financial resources to undertake the contract, and should submit proof of the same in the form of a letter of its banker.
6. The O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court, Chandigarh, reserves the right to carry out capability assessment of the tenderers, and the decision of The O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court, Chandigarh shall be final in this regard.
7. The Tenderer should submit an undertaking that the bidder is complying with all the conditions of the contract and Technical specification of the bidding document as no deviation will be acceptable to the purchases.
8. Tenderer registered either with DGS&D or with any other Government Agency may be preferred.

SECTION - IV

TERMS AND CONDITIONS OF THE CONTRACT

1. The bidder may submit his bid against this tender enquiry only if he is a reputed computer manufacturer/authorized dealer of a computer manufacturer.
2. The bid submitted by the vendors should be valid for a minimum period of 90 days from the last date of submission of bids extendable for another period of 90 days at the sole discretion of the High Court. The price should be valid for six months from the date of issue of the purchase order or execution of purchase agreement to meet out additional requirements.
3. All Hardware, software and other peripherals will be original and branded shall be the latest version along with original manuals.
4. Maintenance of Hardware and Software and related Peripherals will be the responsibility of the Tenderer.
 - 4.1 During the warranty period the vendor will depute sufficient number of engineers from 9.00 AM to 6.00 PM in the premises of this High Court to handle day to day problems without any delay.
 - 4.2 The vendor will maintain inventory of the essential spare parts such as Hard Disk Drive, SMPS, Mother Board, Keyboards, Mouse etc. for efficient resolution of day to day complaints.
 - 4.3 If it is likely to take more than 2 hours for resolving any complaint, in that eventuality, standby system has to be provided by the Vendor. For the said purpose, the Vendor is required to maintain inventory of at least 10 complete systems including UPS system in the premises of this High Court. It is made clear that sufficient space and almirah with the provision of locking would be provided to the Vendor for keeping the inventory of computer systems and spares.
5. If any manufacturing or other technical defects are found within the contract/Guarantee/Warranty period from the date of the acceptance of the system the same will have to be replaced or rectified free of cost of the Vendor.

6. The Tenderer on the use of Software/Hardware/Equipment from any legal issues shall indemnify the O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court, Chandigarh.
7. The rates should valid for a period of six months to meet out additional requirements in the due course.
8. The tender document is available on the Website <http://highcourtchd.gov.in> to enable the bidders to use this document for submitting their bids in against the tender notice.
9. Bids with incomplete information or not in accordance with instructions or without full EMD are liable to be rejected.
10. The O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court, Chandigarh, will have the right to get the centers of the Tenderers already in operation inspected for verification purpose.
11. The O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court, Chandigarh, reserves the right to negotiate for further reduction of rates.
12. The implementation schedule specified in the Contract shall be strictly adhered to.
13. **STANDARDS:** The services provided under this contract shall conform to the standard mentioned in the Technical Specifications, and when no applicable standards are mentioned, to the authoritative standards. Such standard shall be the latest issued by the concerned institution governing that standard.
14. **TIME LIMIT FOR COMPLETION OF TASK:** Completion schedule of different tasks under the contract shall be decided in consultation with the qualified Tenderer at the time of award of contract. The Tenderer shall adhere to the completion schedule of tasks so decided. All tasks shall be completed within six weeks from the date of order.
15. **STANDARD OF PERFORMANCE:** The qualified Tenderer shall carry out the services and carry out its obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted

norms techniques and practices used in the industry. He shall also employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.

If the installation and commissioning of the systems is not completed in full within the stipulated period as prescribed in the implementation schedule, a penalty at the rate of 1% per week of the total contract value will be levied on the Vendor for a maximum period of 4 weeks. If the installation and commissioning is not completed even within this 4 weeks period also, the contract can be terminated at the risk and cost of the Vendor. The Vendor shall be liable to pay damages/ penalties/ compensation to the O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court, Chandigarh as deemed fit and charged by the O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court, Chandigarh.

15.1 If the computers and other peripherals are down during the contract period, they are to be restored to working condition within two days. If it is not restored within two days it will be considered as a down time of two days. The cumulative down time cannot be more than 25 machines/peripherals days in three months. In the event of cumulative down time exceeding 25 machine/peripheral days in a three month period, a penalty of Rs. 100/- per PC and Rs.50/- per UPS will be levied for those items which are down beyond the 25 machine/ peripheral days limit for the number of days exceeding the admissible limit. If it continues due to non-performance of computer systems for a period exceeding four weeks, the O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court, Chandigarh shall have the right to make alternative arrangements at the risk and cost of the Vendor.

16. **EARNEST MONEY & SECURITY:** The tenderer must deposit Rs.10,00,000/- (Rupees Ten Lacs only) as Earnest Money along with tender document in the form of Bank Draft/Bank Guarantee with validity of six months in favour of the Registrar General, Punjab & Haryana High Court, Chandigarh. The successful Tenderer will be required to make a security deposit in the form of Bank Guarantee of 25% of the total value of the tender for one month more than warranty period from any Scheduled

Bank in the name of the Registrar General, Punjab & Haryana High Court, Chandigarh before final payment is released.

17. **TERMINATION FOR DEFAULT:** The O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court, Chandigarh, may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the tender, terminate the contract in whole or in part if the qualified Tenderer fails to deliver any or all of the obligations within the time periods(s) specified in the contract, or any extension there of granted by the O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court, Chandigarh.
18. **TERMINATION FOR INSOLVENCY:** The O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court, Chandigarh may at any time terminate the contract by giving written notice to the Tenderer without compensation to the Tenderer/vendor, if the qualified Tenderer becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued thereafter to the High Court.
19. **TERMINATION FOR CONVENIENCE:** The O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court, Chandigarh may, by written notice sent to the qualified tenderer, terminate the contract, in whole or part at any time for its convenience. The notice of termination shall specify that termination is for High Court's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.

19.1 Independent Status of Vendor

Independent Status of Vendor – This section makes clear that Vendor is an independent identity and neither Vendor nor Vendor's employees are the employees of the Punjab & Haryana High Court, Chandigarh. Because Vendor is an independent identity, the O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High

Court is not required to pay any taxes, employees contribution or the workmen's compensation etc.

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractual relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Vendor shall not make any claim of right, privilege or benefit which would accrue to an employee.

Publicity – This section establishes that Vendor will not use any advertising, sales promotion, or other publicity materials in which Punjab & Haryana High Court, Chandigarh's name is specifically stated, implied, or can be inferred without consent of its O.S.D.-cum-Member Secretary (HCLSC).

The award of this Contract to Vendor is not in any way an endorsement of Vendor or Vendor's Services by the Punjab & Haryana High Court and shall not be so construed by Vendor in any advertising or other publicity materials.

19.2 Liquidated Damages

Liquidated Damages – This section establishes the amount of damages upon the breach of certain contractual requirements. If the timeline for the performance of any contractual requirement is critical to Purchaser, then this section may be used. The amount is determined through a good faith effort to estimate damages should a breach occur, when the actual damages amount is not reasonably ascertainable.

a. Liquidated Damages – General

Any delay by Vendor in meeting the set forth in this Contract will interfere with the proper implementation of Purchaser's programs and will result in loss and damage to Purchaser.

As it would be impracticable to fix the actual damage sustained in the event of any such failure(s) to perform, Purchaser and Vendor agree that in the event of any such failure(s) to perform, the amount of damage which will be sustained will be the amount set forth in the following

subsections and Vendor shall pay such amounts as liquidated damages and not as a penalty.

b. Liquidated Damages

If Vendor does not provide the Services within the time schedule, then Vendor shall pay an amount of 1% of total cost to Purchaser as fixed and agreed liquidated damages, in lieu of all other damages due to such delay.

20. **NO CLAIM CERTIFICATE:** The qualified tender shall not, be entitled to make any claim, whatsoever, against the O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court, Chandigarh under or by virtue of or arising out of this contract nor shall the O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court, Chandigarh entertain or consider any such claim after tender shall have signed a "no claim" certificate in favour of the High Court in such forms as shall be required by the High Court after the works are finally accepted.
21. **SUSPENSION:** The O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court, Chandigarh may by a written notice of suspension, suspend all payments to the tenderer under the contract, if the tenderer failed to perform any of its obligations under this contract, (including the carrying out of the services) provided that such notice of suspension –
- a. Shall specify the nature of the failure, and
 - b. Shall request the tenderer to remedy such failure within a specified period from the date of receipt of such notice of suspension by the qualified tenderer.
22. **PROJECT MANAGER:** The tenderer shall ensure that all times during the currency of the qualified tender a Project Manager, acceptable to the High Court, shall take charge of the performance of the contract.
23. **CONFIDENTIALITY:** The tenderer and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the High

Court's business or operations with out the prior written consent of the O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court, Chandigarh.

24. **FORCE MAJEURE:** Notwithstanding the provisions of the tender, the O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court, Chandigarh or the tenderer shall not be liable for delay or failure in performance under the contract if such delay or failure is the result of an event of Force Majeure.

a. For purposes of this Clause, "Force Majeure" means an event beyond the control of the O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court, Chandigarh or the tenderer and not involving the tenderer's fault or negligence and not foreseeable.

b. If a Force Majeure situation arises, the qualified tenderer shall promptly notify the O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court, Chandigarh in writing of such conditions and the cause thereof, Unless otherwise directed by the O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court, Chandigarh in writing, the tenderer shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court, Chandigarh may terminate this contract, by giving a written notice of minimum 30 days to the tenderer, if as a result of Force Majeure, the tenderer being unable to perform a material portion of the services for a period of more than 60 days.

25. **GOVERNING LANGUAGE:** The contract shall be written in English. English version of the contract shall govern its interpretation.

26. **OTHER CONDITIONS:** Successful vendor will pay sales and all other applicable taxes, if any, imposed on the services acquired in this tender. Vendor must pay all other taxes including, but not limited to, Chandigarh Sales Tax, other taxes based on Vendor's income or gross receipts, or personal property taxes levied or assessed on Vendor's personal property. Vendor shall complete registration with the UT Chandigarh's Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

All payments accrued on account of sales or income tax, any other taxes, insurance, or other expenses for Vendor or Vendor's staff shall be Vendor's sole responsibility.

Invoice and Payment

The terms of payment under the contract awarded will be as follows:

No advance payment shall be made for goods supplied and Services furnished by Vendor pursuant to this Contract.

All the Prices, terms, warranties, and benefits provided in this Contract should be comparable to or better than the terms presently being offered by Vendor to any other governmental entity purchasing the same quantity under similar terms. If during the term of this Contract Vendor shall enter into contracts with any other governmental entity providing greater benefits or more favourable terms than those provided by this Contract, Vendor shall be obligated to provide the same to the Punjab & Haryana High Court, Chandigarh for subsequent purchases.

Payment to the Vendor shall be made in the following manner:

- **50% amount of the Invoice shall be released on delivery of the entire hardware and software items, as per order, to this High Court.**
- **50% of the balance payment shall be released after successful installation of equipments upon receipt of certificate of installation from the concerned officials of the High Court. The Vendor is required to furnish Bank Guarantee to the extent of 25% of the value**

of the order towards maintenance contract for five years before the balance payment is released. It shall be open to the Vendor to reduce the amount of Guarantee to the extent of 5% every year.

- **The Bank Guarantee shall be valid for a period of one month more than warranty period and shall be from any Scheduled Bank in favour of the Registrar General, Punjab & Haryana High Court, Chandigarh,**
- Should there be any amendment to this payment schedule at the time of negotiation and award of contract, additions/amendments to the performance bank guarantee clause will be effected and complied with by the Vendor.

All payments will be subjected to tax deduction at source as applicable at the prevailing tax rates. The decision of the O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court, Chandigarh in this regard will be final and binding and no disputes in this regard will be entertained.

Overpayments to Vendor

Vendor shall refund to the Registrar General, Punjab & Haryana High Court, Chandigarh the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days' written notice. If Vendor fails to make timely refund, the O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court, Chandigarh may charge Vendor one percent (1%) per month on the amount due, until paid in full.

Implementation Schedule

Installation, testing and commissioning of Computer Systems and accessories shall be completed as per the schedule given below:

Commissioning of systems: Within six weeks from the date of order.

Shipping and Risk of Loss

- a. Vendor shall ship all equipments pursuant to this Contract, freight prepaid, FOR Punjab & Haryana High Court, Chandigarh. The

method of shipment shall be consistent with the nature of the Products and hazards of transportation. Regardless of FOB point, Vendor agrees to bear all risks of loss, damage, or destruction of the Products that occurs prior to *installation of the equipments*.

- b. All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the sole arbitration of Registrar (General) of Punjab & Haryana High Court, Chandigarh. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration & Conciliation Act 1996 or by statutory modification reenactment thereof for the time being in force. Such arbitration shall be held at Chandigarh.
- c. In all matters and disputes arising out of this tender process, the Courts in Chandigarh alone shall have jurisdiction to entertain and try them.

SECTION-V

SCOPE OF CONTRACT

1. The contract shall be, to supply and install 841 Computer Systems, along with connected peripherals and UPS Systems. The Hardware shall have 5 years on-site comprehensive warranty.
2. The price quoted shall be valid for a period of six months to meet any additional contingent requirement of the High Court.

Hardware to be supplied in the Punjab & Haryana High Court, Chandigarh.

- a. Computers (Small Form Factor) – 841 Nos. (the requirement may increase). (Each computer should have licensed OS)
- b. 625 VA Offline UPS Systems with 30 minutes backup through Sealed Maintenance Free Battery on full load - 841 Nos. (Equivalent to the Desktops)
- c. if any machine/attachment is found to be non-working during installation then it will have to be replaced with new machine/attachment.

Duration of Contract:

The work has to be completed within six weeks from the date of order.

Related information:

- a) Exemption of EMD and security deposit of small scale industries and others will not be considered.
- b) Vendors should avail discounts offered by M/S. Microsoft Corporation and M/S. Intel Corporation provided for Government institutions, if any, and pass on the same to the purchaser.
- c) Plastic covers for covering each of the computers and peripherals to be provided by bidder.
- d) All the Computer Systems, Software and other equipment supplied to the Punjab & Haryana High Court shall handed over by the bidder to the Head of the Office in good working condition.

Section -VI

TECHNICAL SPECIFICATIONS OF THE COMPUTER SYSTEMS (SMALL FORM FACTOR) AND UPS SYSTEMS.

TECHNICAL SPECIFICATIONS	QTY.
<ul style="list-style-type: none"> ✓ Computer system having dual core processors (x86 architecture based) with an over all rating without over clocking of 215 or higher using SYSmark 2007 or 120 or higher using Sysmark 2012 under Windows 7 Professional OS with minimum 3 MB of L3 Cache. ✓ Intel Series 6 Chipset or higher ✓ Minimum 1 PCI slots and one PCI Express x16 bus slot ✓ Motherboard shall be of Smaller Form Factor ✓ Integrated graphics controller ✓ 1x2GB Dual Channel DDR-III-1333 expandable to 4 GB or higher ✓ Integrated audio controller (Intel high definition or equivalent) ✓ Integrated PCI 10/100/1000 Mbps Ethernet controller with full duplex & WOL support ✓ Integrated Two port SATA 3.0 Gbits/s controller ✓ Ports: 1x fast serial port, minimum 4 x USB 2.0 ports (2 ports on front), 1xKeyboard port, 1xMouse port ✓ 320 GB SATA II HDD 3Gbits/s with NCQ & 7200 RPM ✓ Slim Chassis (Small form factor) with enough cooling fans, one free internal peripheral bay and 180W or higher SFF Power Supply and with volume of 9-14 litres ✓ 104 keys OEM Keyboard with bilingual support & Key Skin Cover (Same Make of PC) ✓ OEM Optical Scroll Mouse with Mouse pad ✓ 18.5" TFT LCD Flat Monitor with 8 ms or better response time, TCO 05 certified (Same Make of PC) ✓ Power management features & Desktop Management Interface (DMI) implementation ✓ System user manual and all other necessary accessories ✓ Certification: Microsoft Windows (XP & WINDOWS 7) & Linux, ISO 9001, Energy Star 5.0 Compliant, FCC, UL Certified ✓ UPS System - 625 VA Offline UPS systems with 30 minutes backup through SMF battery on full load ✓ Warranty: Five years on-site comprehensive warranty including UPS and batteries 	841

Note:

1. No Multi-media facility is required.
2. No Anti-Virus is required.
3. No Operating System Media is required. (In OEM pre-loaded operating system i.e. Window - 7 professional, the vendor shall be responsible for its maintenance and re-configuration whenever required.
4. Only Paper Licenses of the Operating System are required.

2. TENDER INFORMATION

1. Tender Notice No. : PHHC/ 02
2. Issue of Tender Documents: 21.09.2011
3. Last date & time for submission of Tender: 21.10.2011 up to 03.00 P.M.
4. Date & Time for opening of tender for: 21.10.2011 at 03.00 P.M.
Technical Bid Envelope-A
5. Date & Time for opening of Tender for: Will be intimated separately to
Commercial Bid Bidders who qualify in the
technical bid. (Please see Tender
document)
6. Venue for opening of Technical Bid: Office of the O.S.D.-cum-Member
Secretary (HCLSC), Punjab &
Haryana High Court, Sector – 1,
Chandigarh.
7. Address for Correspondence: The O.S.D.--cum-Member
Secretary (HCLSC), Punjab &
Haryana High Court, Sector – 1,
Capitol Complex, Chandigarh. –
160001, Ph.No./ Fax – 0172-
6607530.
8. EMD Amount Payable Rs.10,00,000/- (Rupees Ten Lacks only). Bank
Draft/Bank Guarantee should be enclosed with the technical bid drawn on
any Scheduled Bank in favour of the Registrar General, Punjab & Haryana
High Court, Chandigarh, payable at Chandigarh with validity of six months.

PUNJAB & HARYANA HIGH COURT

CHANDIGARH

**DETAILED TENDER DOCUMENT FOR SUPPLY OF COMPUTER SYSTEMS
AND CONNECTED PERIPHERALS IN THE PUNJAB AND HARYANA HIGH
COURT AT CHANDIGARH.**

PART - III

TECHNICAL BID

**O.S.D.-CUM-MEMBER SECRETARY (HCLSC)
PUNJAB AND HARYANA HIGH COURT
SECTOR – 1, CAPITOL COMPLEX,
CHANDIGARH**

PRE-QUALIFYING DOCUMENT (ENVELOPE A)

1. DECLARATION (PROFORMA - I)

(To be typed on office letter head, signed and submitted in original along with tender)

SECTION – X

BID PROPOSAL PROFORMA

Tenderer's Proposal Reference No. & Date : -----

Tenderer's Name & Address : -----

Person to be contacted / Project Manager : -----

Designation : -----

Telephone No. _____ Fax. No. _____ E-mail _____

**THE O.S.D.-CUM-MEMBER SECRETARY (HCLSC),
PUNJAB AND HARYANA HIGH COURT,
SECTOR – 1, CAPITOL COMPLEX,
CHANDIGARH.**

Subject: Bid for supplying and installation of Computer Systems along with peripherals and UPS Systems in the Punjab & Haryana High Court at Chandigarh.

Dear Sir,

1.0 We, the undersigned Tenderers, having read and examined in details the specification and all bidding documents in respect of the subject cited above.

2.0 PRICE AND VALIDITY

2.1 All the rates quoted in our proposal are in accordance with the terms as specified in the tender document. Rates quoted by us are firm and final. All the rates and other terms and conditions of this proposal are valid for a period of 90 calendar days from the last date of submission of bids extendable for another period of 90 days at the sole discretion of High Court.

2.2 We do hereby confirm that our bid prices include all taxes including Income Tax, Service tax, Professional Tax etc.

2.3 We have studied the clauses relating to Indian Income Tax and hereby declare that if any Income Tax, Surcharge on Income Tax and any other Corporate Tax altered under the law, we shall pay the same.

3.0 EARNEST MONEY

We have enclosed the earnest money in the form of Bank Draft/Bank Guarantee amounting to Rupees Ten Lacs only as specified in the tender document.

4.0 BID PRICE

We further declare that the RATES stated in our proposal are in accordance with your terms and conditions in the bidding document.

5.0 QUALIFYING DATA

We confirm having submitted in qualifying data as required by you in your tender document. In case you require any further information /

documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

6.0 We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge and belief. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

7.0 We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you,

Yours faithfully,

(Signature)
Name
Designation
Seal

Date
Place
Business Address

PRE-QUALIFICATION DOCUMENT (ENVELOPE A)

Proforma - II

General Information

PARTICULARS OF TENDERER

TENDERER'S PARTICULARS FOR TENDER NO.

1. Name of the Tenderer : -----
2. Address of the Tenderer : -----
3. Name of the Computer : -----
manufacturer/Authorized Dealer
4. Year of Establishment : -----
5. Address of the Computer manufacturer/ : -----
Authorized Dealer
6. Office Address of Project Manager : -----
(With Telephone & Fax No.) : -----
7. Name of the affiliated firms (if any) : -----
8. Tenderers proposal number & date : -----
9. Name & address of the officer to : -----
whom all references shall : -----
be made regarding this tender.
10. No. of years of operation in computer: -----
Manufacturer & supply in India
(proof should be furnished)
11. Annual turnover of the firm for 2008-09: -----
the last 3 successive years. 2009-10: -----
2010-11: -----
12. Indicate the financing plan for this contract: -----
(furnish supporting documents).
13. Reserves and Surplus as per the latest: Audited financial statement (Rs) -----

14. Earnest Money Deposited: -----
15. Telephone No. :-----

16. Fax No. :-----

As of this date the information furnished in all parts of this form is accurate and true to the best of my knowledge.

Witness:

Signature
Name : _____

Signature
Name : _____

Designation: _____

Designation: _____

Address: _____

Address: _____

Company: _____

Company: _____

Date: _____

Date: _____

Company seal
(With name & designation of the person signing the tender)

Proforma - III

CHECKLIST FOR FULFILLMENT OF PRECONDITIONS

#	Precondition	Details	Documentary Proof Attached (Y/N)	Specify Annexure Number for Documentary Proof
1	The Bidder are engaged in Computer Manufacturing / Supplying Computer & Peripherals for the last 3 years.			
2	The Bidder should have a service center in Chandigarh providing service in the UT.			
3	The Bidder should have a turn over of at least Rs. 10 (Ten Crores) each year in last successive three years in computer manufacturer supplying computer & manufacturer in India in the last three years. (Copy of Audited Financial Statements should be submitted as proof)			
4	The Bidder should have successfully executed two orders of similar magnitude in last two years, atleast one of these orders should be with Government or some Public Sector Undertaking			

Signature of the bidder with seal

Below given Technical Evaluation Form must be filled completely and placed in the Technical Bid

Technical Evaluation form:

S.No.	Item		
1.	Computer	Make, Model and Detailed specifications, CPU Sysmark 2007 overall rating, CPU Sysmark 2012 overall rating	
		Standard and certification compliance	
2.	UPS	Make, Model and Detailed specifications	
		Standard and certification compliance	
3.	UPS Batteries	Make, Model, capacity in VAH	
		Number of batteries	
		Expected backup time	
4.	Warranty Service Support	Number of manpower resources proposed	
		Qualification & experience of resources	Attach Resumes
		Details of Inventory proposed at High Court (Minimum 10 complete PCs of the same configuration alongwith UPS and adequate number of batteries. It will be mandatory for the Vendor to replace batteries of all UPS Systems in 3 rd and 5 th years of operations.	

Proforma - IV

SPECIAL INFORMATION

1. Name of the organization:
2. Address:
3. Annual turnover for last 3 years:
(In Indian Rupees)

Year	Annual Turnover Computer manufacturing / Supplying in India (Rs.)
2008 – 2009	
2009 – 2010	
2010 – 2011	

Note: Copy of audited financial statement of the bidder should be submitted as proof. Only turnover of bidding Bidder will be taken into account, and not of associated or sister companies.

4. (a) Details of Service centers/Service providers in Chandigarh:
(Documentary evidence to be enclosed)

#	Service Centers/Service Providers	Address

Signature of the bidder with seal

Proforma - V

Statement of Past Performance

(Indicate prior experience in involving supply of Hardware and related accessories with State Governments/UTs organization in India)
(Order copy/agreement copy to be enclosed)

Organization or Govt. Dept for which the services were provided	Contract No & Date	Description	No. of computer and peripherals supplied	Value of contract	Period of Performance	Reasons remarks indicating reasons for non performance or delay if any	Has the work entrusted/ completed satisfactorily. Attached certificate from on officer who entrusted the work.

Signature of the bidder with seal

Proforma - VI

EMD PAYMENT PARTICULARS

i) Number of the Demand Drafts/Bank Guarantee enclosed:

ii) Demand Draft/Bank Guarantee Particulars:

#	D.D./BG No. & Date	Name of the Bank	Amount (Rs.)
1			
2			
3			
Total			

Note: The tenders without EMD amount in the Technical Bid are liable for rejection.

Signature of the bidder with seal

PUNJAB & HARYANA HIGH COURT

CHANDIGARH

**DETAILED TENDER DOCUMENT FOR SUPPLY OF COMPUTER SYSTEMS
AND CONNECTED PERIPHERALS IN THE PUNJAB AND HARYANA HIGH
COURT AT CHANDIGARH.**

PART - IV

COMMERCIAL BID

**O.S.D.-CUM-MEMBER SECRETARY (HCLSC)
PUNJAB AND HARYANA HIGH COURT
SECTOR – 1, CAPITOL COMPLEX,
CHANDIGARH**

DECLARATION OF COMMERCIAL BID

We/I declare that we accept the General Terms and conditions and Special terms and conditions as mentioned in the Tender Document.

We/I declare that the commercial bid has been submitted without any conditions on our part and in conformity of the conditions of the tender document and We/I are aware that the commercial bid is liable to be rejected if it contains any other conditions/ deviations on our part.

Signature of the bidder with seal

COMMERCIAL BID (Envelope B)

Price Tender Form
Proforma - VII - 'A'

Tender Notice No:

Tender Document No:

To

Sir,

I/We hereby tender for the supply of computer hardware, software, connected accessories, UPS Systems and provision of services during the warranty period, as per the specifications given in this tender document of the O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court, Chandigarh within the time specified and in accordance with the specifications, design and instructions as per Special Terms and Conditions as well as General Terms and Conditions. The rates are quoted in the prescribed format given below:

Consolidated rate for the contract period.

#	Item Description (With Make & Model of Computer and UPS System)	Unit Price with five years on site comprehensive warranty (including all taxes) (in Rs.)
1	Computer System (Small Form Factor) with 1x2GB Dual Channel DDR-III-1333 RAM expendable to 4 GB or higher, preloaded with OS alongwith UPS Systems (as per specifications mentioned in the Tender Document.)	
2.	Additional 2 GB RAM (Single Slot)	

Signature of the bidder with seal

COMMERCIAL BID (Envelope B)

Price Tender Form

Proforma - VII - 'B'

Price Schedule for Annual Maintenance and Repair Charges after warranty period.

#	Item Description	Qty	Annual maintenance & repair cost for each unit for 6 th year after warranty period (in Rs.)	Annual maintenance & repair cost for each unit for 7 th year after warranty period (in Rs.)
1	Computer System (Small Form Factor) preloaded with OS alongwith UPS Systems including batteries.	841		

Note: Prices of AMC for 6th and 7th years shall not form part of commercial evaluation. However, bidder will be required to justify AMC rate quoted higher than 5%.

Signature of the bidder with seal

DISCLAIMER

The information contained in this tender document concerning the terms and conditions of tender and provided to prospective bidders would not make any case of representation against the O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court, Chandigarh or any of its employees or advisors on account of accuracy, reliability or completeness of the information.

This document is neither an agreement nor an offer or invitation by the Punjab & Haryana High Court, Chandigarh to any other party. The purpose of this document is to provide prospective bidders with information to assist them in formulation of their proposal(s). This document may not be appropriate for all persons, as it is not possible for the O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court and its representatives, employees or advisors to consider the investment objectives, financial situation and particular needs of each bidder who reads or uses this document. Each person should conduct her / his own investigation and analysis and should check the accuracy, reliability and completeness of the information contained in this document. He is advised to obtain independent inputs from appropriate sources. The O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court, Chandigarh and its representatives, employees or advisors make no representation or guarantee to the accuracy, reliability or completeness of the information contained in this document.

The O.S.D.-cum-Member Secretary (HCLSC), Punjab & Haryana High Court, Chandigarh or its authorized representatives may, in their discretion, but without being under any obligation to do so, update or supplement the information in this document.

Sd/-

**O.S.D.-CUM-
MEMBER SECRETARY (HCLSC)**
PUNJAB AND HARYANA HIGH COURT
SECTOR – 1, CAPITOL COMPLEX,
CHANDIGARH