

PUNJAB & HARYANA HIGH COURT CHANDIGARH

DETAILED TENDER DOCUMENT FOR SUPPLY AND INSTALLATION OF INTEL CORE
i5 BASED LAPTOPS WITH PERIPHERALS INCLUDING SOFTWARE, IF ANY, FOR
THE USE OF HON'BLE JUDGES OF THE PUNJAB AND HARYANA HIGH COURT AT
CHANDIGARH.

Tender No: PHHC/01/2015

REGISTRAR (COMPUTERIZATION)
PUNJAB AND HARYANA HIGH COURT
SECTOR - 1, CAPITOL COMPLEX,
CHANDIGARH

TABLE OF CONTENTS

S.NO.	DESCRIPTION	PAGE NO.
	TENDER NOTICE	3
PART-1 TENDER DETAIL		
I	INVITATION FOR BIDS	5-6
II	INSTRUCTIONS TO TENDERERS	7-10
III	PREQUALIFICATION CONDITIONS	11
IV	TERMS AND CONDITIONS OF THE CONTRACT	12-20
V	SCOPE OF CONTRACT	21
IX	TECHNICAL SPECIFICATIONS	22-24
	TENDER INFORMATION	25
PART-2 TECHNICAL BIDS		
1	DECLARATION	27
2	FORWARDING LETTER	28-29
3	GENERAL INFORMATION	30-31
4	CHECK LIST OF FULFILLMENT OF PRE CONDITIONS	32
5	SPECIAL INFORMATION	33
6	STATEMENT OF PAST PERFORMANCE	34
7	EMD PAYMENT PARTICULARS	35
PART-3 COMMERCIAL BID		
1	DECLARATION OF COMMERCIAL BID	37
2	PRICE TENDER FORM "A"	38
3.	PRICE TENDER FORM "B"	39
4.	DISCLAIMER	40

PUNJAB & HARYANA HIGH COURT
SECTOR – 1, CAPITOL COMPLEX,
CHANDIGARH – 160 001.
Website : highcourtchd.gov.in


NOTICE INVITING TENDERS

This High Court intends to purchase 39 Nos. Intel Core i5 based Laptops (quantity may vary either way) for Hon'ble Judges of this Court for replacing the old HP 6930P Elite Books, purchased during March/April, 2010.

This High Court invites bids from reputed vendors dealing in supply and commissioning of Laptops, having experience of supply and maintenance of laptops of similar magnitude to at least three Government/Public institutions within last three financial years. Prospective tenderers should check for themselves whether they fulfill the basic criteria as stated hereinafter and in the Tender documents. Authorized dealers should submit the authorization certificate & agency, agents from the OEM.

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 19.02.2015 till 3.00 P.M. Tenders received after the closing time shall not be opened and will be rejected summarily.

The Registrar (Computerization), Punjab & Haryana High Court reserves the right to amend or cancel the tender without assigning any reason.


Registrar (Computerization),
Punjab & Haryana High Court
Chandigarh. *h*

Place: Chandigarh
Date : 21.01.2015

PUNJAB & HARYANA HIGH COURT CHANDIGARH

**DETAILED TENDER DOCUMENT FOR SUPPLY AND INSTALLATION OF INTEL CORE
i5 BASED LAPTOPS WITH PERIPHERALS INCLUDING SOFTWARE, IF ANY, FOR
THE USE OF HON'BLE JUDGES OF THE PUNJAB AND HARYANA HIGH COURT AT
CHANDIGARH.**

**PART - 1
TENDER DETAILS**

**REGISTRAR (COMPUTERIZATION)
PUNJAB AND HARYANA HIGH COURT
SECTOR – 1, CAPITOL COMPLEX,
CHANDIGARH**

SECTION - I
INVITATION OF BIDS

1. Punjab and Haryana High Court intends to purchase 39 Nos. Intel Core i5 based Laptops (quantity may vary either way) for Hon'ble Judges of this Court for replacing the old HP 6930P Elite Books, purchased during March/April, 2010.
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 Registrar (Computerization), Punjab & Haryana High Court, Sector – 1, Capitol Complex, Chandigarh not later than 3.00 PM on 19.02.20.2015.
4. Bids must be accompanied by Refundable Earnest Money deposit of Rs.25,000/- (Rupees Twenty-Five Thousand only) in the form of Bank Draft with validity of three months drawn in favour of the Registrar General, Punjab & Haryana High Court, Chandigarh payable at Chandigarh.
5. The Technical bids will be opened immediately after the closing time of the receipt of bids at 3.15 PM on 19.02.2015 in the office of the Registrar (Computerization) 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 technical bid, on a date and time to be notified either at the time of opening of the technical bids, or subsequently. Tenderers, 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 one year from the date of acceptance of offer to meet additional requirements, if any. The rates quoted should be F.O.R. in the premises of Punjab & Haryana High Court, Chandigarh inclusive of all taxes, installation charges etc. & should be firm & final.
8. Supply and installation of Intel Core i5 based Laptops and peripherals is to be accomplished within four (04) weeks from the date of order.
9. The Registrar (Computerization), 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.

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

A] Pre-qualification documents (2 copies) in one sealed cover marked "TECHNICAL 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 SUPPLY AND COMMISSIONING OF LAPTOPS". This cover should also indicate clearly the name and address with contact number of the tenderer.

1.3 Technical bids only will first be opened on the prescribed date and time.

1.4 Commercial Bids of only those tenderers will be opened whose technical bids 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 technical bids, or subsequently.

1.5 Please note that rates should not be indicated in the Technical 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/demonstration, 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 before pre-bid meeting. Vendors can attend Pre-bid Conference on 06.02.2015 at 11.00 AM in the *Conference Hall, Museum, Near ASD Lab, High Court Premises, Sector – 1, Chandigarh* in order to address any question in this regard. No query will be entertained after the pre-bid conference.

5. **Amendment of Tender Document:**

5.1 At any time upto 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 respect (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).
- B] Proof of fulfilling all the pre-qualification conditions, as given in the Proforma – III of the Tender Document.
- i) Address, Contact Person, Phone, Tele Fax / Email details with residential contact information during holidays.
 - ii) 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 Laptops during the warranty period.
- C] Full Earnest Money of Rs.25,000/- in the form of Bank Draft with validity of three months in favour of the Registrar General, Punjab & Haryana High Court, Chandigarh payable at Chandigarh.
- i) List of letters of satisfactory performance from the Clients where such services have already been provided.
 - ii) Statement of past performance as per proforma-V
 - iii) For authorized dealer authorization letter from agency agreement with the manufacturer.
 - iv) Registration Certificate of DGS&D or any other Government Agency.

D] *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 documents, 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 Manufacturer / Authorized Dealer Firm/Organization or Company supplying and maintaining Laptops in India at least for last three years.
2. The Tenderer must have successfully executed an order of similar magnitude during the last three years.
3. The Tenderer should have service station (either their own or through franchisees) in the Tricity of Chandigarh, Mohali & Panchkula, before the last date of submission of bids.
4. 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.
5. The Registrar (Computerization), Punjab & Haryana High Court, Chandigarh, reserves the right to carry out capability assessment of the tenderers and the decision of The Registrar (Computerization), Punjab & Haryana High Court, Chandigarh, shall be final in this regard.
6. 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.
7. 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 manufacturer/authorized dealer for supply and maintenance of Laptops of reputed Brands/makes.
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 one Year from the date of issue of the purchase order 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, Software and related peripherals will be the responsibility of the Tenderer.
 - 4.1 During the warranty period the vendor will provide technical support on all days during normal working hours as well as during odd hours even on Sundays and Holidays without any delay, so that no inconvenience is caused to Hon'ble Judges of this Court.
 - 4.2 If it is likely to take more than 8 hours for resolving any complaint, in that eventuality, standby arrangement has to be provided by the Vendor.
5. If any manufacturing or other technical defects are found within the contract/Guarantee/Warranty period from the date of the acceptance of the Laptops, the same will have to be replaced or rectified free of cost of the contractor.
6. The Tenderer shall indemnify High Court for damages for any legal or physical injury arising on account of use of Software, Hardware, Equipment including any other miss happening due to use of this system.

7. The rates should valid for a period of one year validity 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 Registrar (Computerization), 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 Registrar (Computerization), 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 three 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 supply and commissioning of the laptops is not completed 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 Contractor(s) for a maximum period of 4 weeks. If the supply and installation is not completed even within this 4 weeks period, the contract can also be terminated at the risk and cost of the bidder. The bidder shall be liable to pay damages, penalties, compensation to the Registrar (Computerization), Punjab & Haryana High Court, Chandigarh, as deemed fit and charged by the Registrar (Computerization), Punjab & Haryana High Court, Chandigarh.

16. **EARNEST MONEY & SECURITY:** The tenderer must deposit Rs.25,000/- (Rupees twenty-five thousand only) as Earnest Money along with tender document in the form of Bank Draft with validity of three 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 10% of the total value of the tender, valid for one month beyond warranty period from any Scheduled Bank, indemnifying it's the liabilities, which may arise during the warranty period in the event of continuous and consistent non-performance of the Laptop(s), to the Registrar General, Punjab & Haryana High Court, Chandigarh.
17. **TERMINATION FOR DEFAULT:** The Registrar (Computerization), 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 thereof granted by the Registrar (Computerization), Punjab & Haryana High Court, Chandigarh.

18. **TERMINATION FOR INSOLVENCY:** The Registrar (Computerization), 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 Registrar (Computerization), 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 contractor and neither Vendor nor Vendor's employees are the employees of the Punjab & Haryana High Court, Chandigarh. Because Vendor is an independent contractor, the Registrar (Computerization), Punjab & Haryana High Court is not required to pay employee taxes such as worker's compensation.

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 contractor 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 Registrar (Computerization).

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.

c. 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 Registrar (Computerization), Punjab & Haryana High Court, Chandigarh under or by virtue of or arising out of this contract nor shall the Registrar (Computerization), 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 Registrar (Computerization), 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 Registrar (Computerization), Punjab & Haryana High Court, Chandigarh.
24. **FORCE MAJEURE:** Notwithstanding the provisions of the tender, the Registrar (Computerization), 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 Registrar (Computerization), 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 Registrar (Computerization), Punjab & Haryana High Court, Chandigarh in writing of such conditions and the cause thereof, Unless otherwise directed by the

Registrar (Computerization), 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 Registrar (Computerization), 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/levies, 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 TERMS

The payment will be made the bidder in the following manner:

- 70% amount of the Invoice shall be released on delivery of the entire hardware and software items, as per order, in this High Court.
- 20% of the remaining payment shall be released only after successful installation of equipments; receipt of certificate of installation from the concerned official of the High Court, the payment will be made to the contractor.
- Balance 10% payment shall be released on the submission of security deposit (Bank Guarantee) of equivalent amount for one month more than warranty period from any Scheduled Bank in favour of the Registrar General, Punjab & Haryana High Court, Chandigarh.

In case there will 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 contractor.

All payments will be subjected to tax deduction at source as applicable at the prevailing tax rates. The decision of the Registrar (Computerization), 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 Registrar (Computerization), Punjab & Haryana High Court, Chandigarh may charge Vendor one percent (1%) per month on the amount due, until paid in full.

Implementation Schedule

The Supply and installation of the Laptops with accessories shall be completed as per the schedule given below:

Supply and Installation of Laptops: Within four 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

The contract shall be for supply and installation of 39 Nos. (quantity may vary either way) Laptops along with other peripherals, as per the minimum specifications given herewith, for Hon'ble Judges of this Court. The vendor may propose laptops with some variations, more suitable for the use of Hon'ble Judges of this Court and such variations be highlighted specifically. The Vendors are required to propose laptops of reputed brands only.

The successful vendor is also required to provide training on usage of the laptops, if required by any Hon'ble Judge.

Duration of Contract:

The supply and installation work has to be completed within four weeks from the date of order.

Related information:

- a) Exemption of EMD and security deposit of any small scale industries and others will not be considered.
- b) All the Systems, Software and other equipment supplied to the Punjab & Haryana High Court shall handed over by the bidder in good working condition.

Section-VI

Proposed Technical Specifications of Intel Core i5 based Laptops with accessories including Software

Proposal laptops should have following minimum specifications as given below. However, the vendor may also suggest laptops with some variations separately:-

Intel Core i5 based Laptop 'A'

Item	Description	Compliance
Processor	Intel Core i5-4200 U or higher	
Speed	1.6 GHz or Higher	
Cache	3 MB Intel smart Cache	
System Bus/QPI	5.0 GT/sec or higher	
Chipset	Mobile Integrated Chipset	
Mother Board	Original Intel or OEM manufactured	
Memory	4 GB DDR-III (1600 MHz) or higher expandable upto 16 GB	
Hard disk drive	500 GB SATA (7200 RPM) or higher capacity	
Display	14.0" or above LED Wide Screen Display Anti Glare	
Resolution	1366x768 WXGA or higher	
Video Graphics	Intel HD Graphics	
Graphic Card	NVIDIA GeForce 820M 2 GB DDR3L / Equivalent or Higher.	
Web Camera	Integrated HD Web Camera (720P HD)	
Wireless Connectivity	Integrated Wireless 802.11 b/g/n, Integrated Bluetooth 4.0 or higher	
Sound System	Integrated Stereo Speaker	
Keyboard	Standard Keyboard with touchpad	
Ports	Minimum 3 USB Ports (minimum one 3.0 and rest 2.0 or higher) 10/100/1000 Ethernet Card, VGA/ HDMI, Stereo Head Phone, Media Card Reader and other standard ports	
Battery Backup	4 cell lithium polymer battery for 4 hours Battery backup with charger/adaptor	
OS Supported	Window 8/ Linux	
Operating System	Windows 8.1 Prof 64 bit With Media or latest	
Certification	Laptop manufactured in ISO 9001:2000, ISO 14001 plant and should have	

	Microsoft Windows Certification and DMI, FCC,UL, CE, BIS,ROHS, EPEAT GOLD ,Energy star 6.0 or higher compliance	
Weight	Less than 2.0 kg	
Carry Case	Good quality Carry Case	
Warranty	Minimum 3 Years on-site comprehensive on Laptop and 1 year on battery	

AMC	
1.	Minimum 3 Years' on-site comprehensive warranty on laptops and 1 year on battery. However, preference will be given for the vendors providing 3 Years' on-site comprehensive warranty including batteries. With L1 support from vendor and L3 supports from OEM
2.	Training Hon'ble Judge(s), if required, to operate laptop and any Software.
3.	During the warranty period the vendor will provide technical support on all days during normal working hours as well as during odd hours even on Sundays and Holidays without any delay, so that no inconvenience is caused to Hon'ble Judges of this Court.
4.	If it is likely to take more than 8 hours for resolving any complaint, in that eventuality, standby arrangement has to be provided by the Vendor

Intel Core i5 based Laptop 'B' (with variation)

Item	Description	Compliance
Processor	Intel Core i5 (4 th generation or higher)	
Speed	1.4 GHz or Higher (non turbo mode)	
Cache	3 MB Cache	
Mother Board	Original Intel or OEM manufactured	
Memory	4 GB DDR-III (1600 MHz) or higher	
Hard disk drive	128 GB (SSD) or 256 (SSD) or Hybrid (SSD + SATA) quote separately for all combinations (Total 1 TB preferable)	
Display	13.0" to 14.1" LED Wide Screen Display Anti Glare (quote separately for Touch screen model)	
Resolution	1366x768 WXGA or higher	
Graphic Card	Integrated HD graphic or better	
Web Camera	Integrated HD Web Camera	
Wireless Connectivity	Integrated Wireless 802.11 b/g/n, Integrated Bluetooth 4.0 or higher	
Sound System	Integrated Stereo Speaker	

Keyboard	Standard Keyboard with touchpad	
Ports	Minimum 3 USB Ports (minimum one 3.0 and rest 2.0 or higher) 10/100/1000 Ethernet Card, VGA/ HDMI, Stereo Head Phone, Media Card Reader and other standard ports	
Battery Backup	Min. 6 hours Battery backup with charger/adaptor	
Weight	1.8 Kg or Below	
OS Supported	Window 8 and Linux	
Operating System	Windows 8.1 Pro	
Certification	Laptop manufactured in ISO 9001:2000, ISO 14001 plant and should have Microsoft Windows Certification and DMI, FCC,UL, CE, BIS,ROHS, EPEAT GOLD ,Energy star 6.0 or higher compliance	
Carry Case	Good quality Carry Case	
Warranty	Minimum 3 Years on-site comprehensive on Laptop and 1 year on battery	

AMC	
5.	Minimum 3 Years' on-site comprehensive warranty on laptops and 1 year on battery. However, preference will be given for the vendors providing 3 Years' on-site comprehensive warranty including batteries. With L1 support from vendor and L3 supports from OEM.
6.	Training Hon'ble Judge(s), if required, to operate laptop and any Software.
7.	During the warranty period the vendor will provide technical support on all days during normal working hours as well as during odd hours even on Sundays and Holidays without any delay, so that no inconvenience is caused to Hon'ble Judges of this Court.
8.	If it is likely to take more than 8 hours for resolving any complaint, in that eventuality, standby arrangement has to be provided by the Vendor

2. TENDER INFORMATION

1. Tender Notice No. : PHHC/01/2015
2. Issue of Tender Documents: 21.01.2015
3. Date & Time for Pre-Bid Conference: 06.02.2015 at 11:00 A.M.
4. Last date & time for submission of Tender: 19.02.2015 upto 3.00 P.M.
5. Date & Time for opening of tender for: 19.02.2015 at 3.15 P.M.
Technical Bid Envelope-A
6. 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)
7. Venue for opening of Technical Bid: Office of the Registrar
Computerization, Punjab &
Haryana High Court, Sector – 1,
Chandigarh.
8. Address for Correspondence: The Registrar Computerization
Punjab & Haryana High Court,
Sector – 1, Capitol Complex,
Chandigarh. – 160 001,
Ph.No. / Fax – 0172-6607261.
9. EMD Amount Payable Rs.25,000/- (Rupees Twenty-Five thousand only).
Bank Draft 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 three
months.

PUNJAB & HARYANA HIGH COURT CHANDIGARH

DETAILED TENDER DOCUMENT FOR SUPPLY AND INSTALLATION OF INTEL CORE
i5 BASED LAPTOPS WITH PERIPHERALS INCLUDING SOFTWARE, IF ANY, FOR
THE USE OF HON'BLE JUDGES OF THE PUNJAB AND HARYANA HIGH COURT AT
CHANDIGARH.

PART - III
TECHNICAL BID

REGISTRAR (COMPUTERIZATION)
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 REGISTRAR (COMPUTERIZATION),
PUNJAB AND HARYANA HIGH COURT,
SECTOR – 1, CAPITOL COMPLEX,
CHANDIGARH.

Subject: BID FOR SUPPLY AND INSTALLATION OF INTEL CORE i5 BASED LAPTOPS WITH PERIPHERALS INCLUDING SOFTWARE 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 amounting to Rupees Ten thousand 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 manufacturer/ : -----

Authorized Dealer

4. Year of Establishment : -----

5. Address of the 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 : -----

Manufacturer & supply in India

(proof should be furnished)

11. Annual turnover of the firm for : 2011-12: -----

the last 3 successive years. 2012-13: -----

2013-14:-----

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 (Bank Draft):-----

Telephone No. :-----

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 : _____
Designation: _____

Signature
Name : _____
Designation: _____

Address: _____

Address: _____

Company: _____

Company: _____

Date: _____

Date: _____

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

Proforma - III

CHECKLIST FOR FULFILLMENT OF PRE-CONDITIONS

#	Precondition	Details	Documentary Proof Attached (Y/N)	Specify Annexure Number for Documentary Proof
1	The Bidder is engaged in Supply and Maintenance for Laptops for the last 3 years.			
2	The Bidder should have a service center/Franchise in Tricity of Chandigarh, Mohali & Panchkula, for providing maintenance services for Laptops			
3	The Bidder should have executed projects for supplying and maintenance of Laptops with accessories to any other State Government(s)/UTs in India.			

Signature of the bidder with seal

Proforma - IV

SPECIAL INFORMATION

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

Year	Annual Turnover supply and Maintenance in India (Rs.)
2011-12	
2012-13	
2013-14	

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 and installation of Intel Core i5 based Laptops with 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 Laptops 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 enclosed:

ii) Demand Draft Particulars:

#	D.D. 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 AND INSTALLATION OF INTEL CORE
i5 BASED LAPTOPS WITH PERIPHERALS INCLUDING SOFTWARE, IF ANY, FOR
THE USE OF HON'BLE JUDGES OF THE PUNJAB AND HARYANA HIGH COURT AT
CHANDIGARH.

PART - IV
COMMERCIAL BID

REGISTRAR (COMPUTERIZATION)
PUNJAB AND HARYANA HIGH COURT
SECTOR - 1, CAPITOL COMPLEX,
CHANDIGARH

Proforma - VII

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 and installation of Intel Core i5 based Laptops, as per the specifications given in this tender document of the Registrar (Computerization), 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.

Intel Core i5 based Laptop 'A'

#	Item Description (Detailed specifications with Make & Model of Laptop)	Unit Price with 3 years' comprehensive on-site warranty on Laptop and 1 year on battery (including all taxes) (in Rs.)
1		
2.		
3.		

Intel Core i5 based Laptop 'B'

#	Item Description (Detailed specifications with Make & Model of Laptop)	Unit Price with 3 years' comprehensive on-site warranty on Laptop and 1 year on battery (including all taxes) (in Rs.)
1		
2.		
3.		

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.

Intel Core i5 based Laptop 'A'

#	Item Description	Qty	Annual maintenance & repair cost for each unit for 4 th year after warranty period (in ₹)	Annual maintenance & repair cost for each unit for 5 th year after warranty period (in ₹)
1	Intel Core i5 based Laptops			

Intel Core i5 based Laptop 'B'

#	Item Description	Qty	Annual maintenance & repair cost for each unit for 4 th year after warranty period (in ₹)	Annual maintenance & repair cost for each unit for 5 th year after warranty period (in ₹)
1	Intel Core i5 based Laptops			

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 Registrar (Computerization), 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 Registrar (Computerization), 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 Registrar (Computerization), 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 Registrar (Computerization), 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.



REGISTRAR (COMPUTERIZATION)
PUNJAB AND HARYANA HIGH COURT
SECTOR - 1, CAPITOL COMPLEX,
CHANDIGARH