

**Request for Proposal  
for  
Annual Maintenance Contract  
of  
Video Conferencing System  
installed in the Courts of State of Punjab**

**Punjab and Haryana High Court  
[www.highcourtchd.gov.in](http://www.highcourtchd.gov.in)**

## IMPORTANT INFORMATION

<b>Availability of the RFP Document</b>	The RFP document can be downloaded from website of this Court i.e. <a href="http://www.highcourtchd.gov.in">www.highcourtchd.gov.in</a> . However such bidders are required to submit the EMD at the time of submission of the bids.
<b>EMD</b>	₹25,000/- in the form of Demand Draft in favour of <b>Registrar General, Punjab and Haryana High Court</b> from a scheduled bank.
<b>Last date for submission of bids</b>	Up to <u>22.12.2016 (03.00 PM)</u> in Punjab and Haryana High Court, Chandigarh
<b>Opening of Pre-Qualification bids</b>	<u>22.12.2016 (03.30 PM)</u> in Punjab and Haryana High Court, Chandigarh
<b>Language of the bid</b>	This bid should be filed in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.

1. **INTRODUCTION:**

The Punjab and Haryana High Court is inviting proposals for the engagement of an agency for providing the Annual Maintenance Contract of Video Conferencing Facility installed in various Sessions Divisions and Sub-Divisions of Punjab. The List of the Courts in the State of Punjab, where VC is installed is attached at **Annexure 1**.

2. **SCOPE OF WORK**

- a. Comprehensive Annual maintenance of VC CAMERA (Polycom), MIC, LCD, UPS, REMOTE (for products which are out of warranty). The list of the equipments installed at these locations is attached at **Annexure 2**.
- b. The engagement of the successful bidder shall be for an initial period of 1 year which can be further extended on the same terms and conditions for a further period of six months thrice.
- c. **The detailed scope of work is given at clause no. 5 below.**

3. **KEY ACTIVITIES:**

The schedule of activities for the purposes of RFP is outlined below: -

Sr. No.	Key Activities	Date & Time
1	Last date & Time for submission of Proposal	<u>At 03.00 pm on 22.12.2016</u>
2	Opening of Pre-Qualification cum technical bid	<u>At 03.30 pm on 22.12.2016</u>
3	Bidders Presentation	To be announced subsequently.
4	Opening of commercial bids	To be announced subsequently

**Note:**

- a. Punjab and Haryana High Court shall not be responsible for any postal delay for non-receipt/non-delivery of the documents.
- b. Any modification in the RFP document shall be made by Punjab and Haryana High Court exclusively through the issuance of an Addendum/corrigendum on our website **www.highcourtchd.gov.in**.
- c. If any of the days in the above said schedule falls on any Gazetted Holiday, then next working day will be treated as schedule for that activity.

4. **ELIGIBILITY CRITERIA**

**General eligibility criteria-**

- a) The Bidder should have the capability to implement projects in terms of industry experience, requisite manpower of required qualification and experience, project/facility management skills and quality/level of work.
- b) The bidder should not have been blacklisted by any central/state government department/organization in the last three years.

(Attach self-certificate with the pre-qualification-cum-technical bid)

**Minimum Eligibility criteria**

- a) The bidder should be a single entity and in case of company it must be a registered company under the Companies' Act 1956.
- b) Consortium is not allowed for participation in this bid.
- c) The bidder must have a minimum of five years existence in the field of AMC on the date of issuance of the Notice inviting tender in all the areas as specified in this RFP document.
- d) The bidder should have reasonable long-standing relationship with Video Conferencing manufacturers so as to provide the necessary support of spares and services for the equipments.
- e) The bidder must be profit making for the last three financial years i.e. 2012-13, 2013-14 and 2014-15.
- f) The bidder's turnover from the related work such as AMC of Video Conferencing Facility must be more than 50 Lacs in each of the last three financial years viz. 2012-13, 2013-14 and 2014-15. Attach a certificate, in original, from a Chartered Accountant regarding "Annual maintenance of Video Conferencing Facility" as well as copy of the audited balance sheets for the above mentioned three financial years ending 31.03.2015 with the pre-qualification cum technical bid.
- g) The bidding company should be solvent with a solvency of ₹10 lacs as on 31.03.15. A certificate from the CA is required to be attached with the bid.
- h) The bidder must have at-least 3 direct service centers, out of which 1 should be in the State of Punjab. The number of the service engineers has to be minimum 1 at each centre. These service engineers must have the required technical qualifications. List of the service centers along with the list of the service engineers be attached with the pre-qualification-cum-technical bid.
- i) The bidder must have valid ISO 9001 certification at the time of bidding. A copy of the same must be attached with the prequalification-cum-technical bid.
- j) The bidder must have a Service Tax registration number and PAN number. Please attach a copy of the same with the pre-qualification-cum-technical bid.
- k) The bidder must be a registered entity with EPF and ESI wherever required as per law. Please attach a copy of the said registration with the pre-qualification-cum-technical bid.
- l) The bidder (in case of company) should have ROC Registration and Articles of Association. Please attach a copy of the

registration certificate and Article of Association with the pre-qualification cum technical bid.

## **5. THE SCOPE AND RESPONSIBILITIES**

### **A. Annual maintenance of Video Conferencing Equipments**

1. This Contract shall remain in force for a period of **one year** from the date of signing of this Contract unless revoked earlier.
2. The comprehensive annual maintenance contract, AMC in short, shall be for diagnosis and rectification of faults in VC equipments (Camera, Mic and Remote), LCD Display Unit, UPS after warranty period along with remote testing of VC equipments. LCD Display Unit & UPS shall also include repair/ replacement of faulty equipments/cards/accessories, free of cost during the AMC period.
3. Vendor shall be responsible for provisioning of on-going support services through a single point of contact to resolve emergency, non-critical day to day assistance, repair of VC equipments, LCD Display Units & UPSs and subsequent implementation at all locations under the contract. Vendor shall:
  - 3.1 Diagnose the hardware & software faults as and when reported by the customer; and
  - 3.2 Rectify the hardware /software fault detected.
4. Vendor shall be responsible for testing of VC equipments, LCD display units & UPSs/Batteries once in a month and to book the fault if any.
5. Repair/replacement of faulty equipments at locations.
6. Provide assistance for making changes / modifications required by customer.
7. Issue of Guidelines / application note / procedure for rectifications of the faults.
8. The contract shall be for the VC equipments, LCD Display Units & UPSs, whose warranty period has elapsed. The list of VC equipment, LCD Display Units & UPSs is given in **Annexure-2**.
9. The rates and terms & conditions of this Contract shall be applicable up to **one year** from the date of signing of the Contract.
10. At the time of entering into AMC Contract, 25 sites shall be considered. Review of number of sites shall be done at any time depending upon addition/deletion of the effective sites. **However, the payment for AMC will be made on the basis of the capacity, at the beginning of the each quarter.** The change in the no. of sites should be intimated to the vendor, one month in advance. In case AMC is required to be extended beyond one year, then the exiting PBG shall be extended beyond one year by the same period for which AMC is extended.

11. **All the faulty VC equipments, LCD Display Units & UPSs will be got repaired on cost basis from Vendor before start of the AMC.**
12. The system has to be maintained during the entire period of contract in working condition with testing, checking with software test programs, if applicable, and removal of faults on calls, including removal of any functional disorder of the systems.
13. The faults shall be rectified and system shall be restored to normalcy in minimum time frame of 24 hours. In case of delay beyond 24 hours vendor shall provide service equipment till fault is rectified.
14. Vendor shall ensure all necessary support for attending faults and carrying out such activities at site.
15. Vendor, during the course of attending the fault or during the course of remote testing and on noticing requirement of any spare parts shall replace such parts and clear the fault at the site of equipment.
16. The faults booked or the faulty equipment during the currency of AMC shall be resolved as per the AMC terms and conditions, even after the completion of AMC period.
17. In case any equipment comes to RNP (Repair Not Possible) state, the equipment shall be replaced with an equivalent or upgraded version, free of cost.
18. Vendor shall not transfer any equipment from one site to another without the consent of Punjab and Haryana High Court. Damages arising out of such activity shall not be covered under the scope of the AMC.

***B. TECHNICAL ASSISTANCE:***

1. Vendor shall have its own technical assistance and repair centers in India. Vendor shall have sufficient expertise/ resources available and shall produce a proof of infrastructure and expertise / resources availability. Punjab and Haryana High Court shall at any time physically verify the same, if required. Vendor shall provide the details of technical assistance and repair centers location along with its complete address- Phone numbers / FAX numbers / E-mail etc. of the contact persons in advance in writing to the High Court.
2. There shall be at least two telephone lines, one mobile number, one email address and one FAX line available with Vendor for registering the faults etc.
3. In general, the Coordinators for VC equipments from Jails and Courts shall intimate about the requirement of assistance to Vendor in the form of fault docket. However, in cases where it is not possible to send the fault docket in advance, a covering fault docket shall be sent.
4. Assistance over designated phone/Fax/E-mail/help-desk shall be made available round the clock by Vendor for trouble and fault reports, service request, routine O & M queries etc.
5. On receipt of information of fault, Vendor shall assess the emergency situation and shall provide the technical assistance immediately.

6. In case of fault due to BSNL on account of Lease line, same may be intimated to the concerned SDE in-charge of BSNL, through telephone, SMS& email. Vendor shall pursue with that concerned SDE for early rectification of the fault.
7. On the site assistance shall be provided for emergency situation, where problem cannot be solved remotely.
8. Round the Clock assistance shall be provided in case of emergencies.
9. Vendor shall ensure proper and timely communication on all support and maintenance related issues.
10. Vendor shall provide detailed procedure to the site coordinator/system operator for any action that will help in maintaining the VC equipment, LCD Display Unit & UPS effectively and shall educate the site coordinator/system operator about the system's features.
11. Vendor shall not delay or refuse the attending / rectification of the fault on account of change of technology, hardware and due to non-availability of support/hardware from the principal supplier etc.
12. Vendor shall prepare a summary of status on quarterly basis for all the sites under AMC, and submit the same to Punjab and Haryana High Court after duly vetted/signed from customer.
13. Vendor shall have adequate capacity of spare stocks as well as adequate tools and test equipments, etc. to ensure smooth support and for ensuring the time limits for clearing the critical/major faults.
14. Vendor is required to keep sufficient number of spares, taking into account the obsolescence of components, so as to run the VC equipments, UPS and UPS Batteries for its expected life time.

#### **C. TESTING**

1. Remote Testing on Monthly basis shall be carried out by Vendor and fault noticed, if any, shall be booked and attended.

#### ***D. REPAIR/REPLACEMENT OF EQUIPMENT***

1. Vendor shall repair all types of equipments at its premises/repair centers. If required, the faulty unit shall be sent to the OEM's repair center.
2. The faulty equipment to the repair center of Vendor shall be sent by Vendor. The transportation, including packing, forwarding and insurance of cards from site to repair center and vice versa, shall be sole responsibility of Vendor
3. Road permits shall be arranged by End-Customer, wherever required.
4. Any equipment required to be sent abroad for repairs shall be the responsibility of Vendor. However, immediate replacement will be provided
5. The obsolescence of components shall not be taken as an excuse for declaring faulty units as RNP (Repair not possible)

6. Components/spares used by Vendor shall be from the sources which are approved, well established and are passed through strict inward goods inspection, by their inspection department passing through high power testers.
7. Responsibility of repair of the VC equipments, LCD Display Units & UPSs under contract shall be of Vendor only.
8. Vendor shall provide monthly executive summary of the data recorded by them for all sites under contract, to get full and complete information about the satisfactory working of VC equipments, LCD Display Units & UPSs.
9. Repair/Replacement of all hardware units to be carried out by Vendor

#### **E. FAULTS & RESTORATION TIME.**

In case Vendor is required to visit the site for rectification of critical and major fault, actual travel time, subject to a maximum 24 hours shall be permitted. After site visit, if it is found that any unit needs to be repaired/replaced, a further time period of maximum 24 hours from date of booking shall be allowed for the purpose.

#### **6. PAYMENTS**

- a. No advance/mobilization advance shall be given
- b. Quarterly payment shall be released at the end of each quarter by Punjab and Haryana High Court. The successful bidder shall also submit the duly signed performance report regarding AMC of hardware from the respective Court alongwith the invoice for the release of the payment of that quarter/Court. The invoice should be in the name of O/o Registrar General, Punjab & Haryana High Court.
- c. Vendor shall also submit monthly testing reports alongwith invoice.
  - i) The successful bidder will attend the complaint as per the following for VC Camera, MIC, LCD Screen, UPS attached with VC, Remote, failing which the following penalties shall be imposed. However no penalty will be imposed if a working replacement is provided within 24 hours.

<b>S.No.</b>	<b>Duration</b>	<b>Penalty</b>
1.	Upto 2 days from the logging of the complaint with the vendor	Nil
2.	Beyond 2 days upto 4 days from the logging of the complaint with the vendor	5% of the AMC amount for that particular equipment
3.	Beyond 4 days upto 7 days of the logging of the complaint till rectification of the fault.	10% of the AMC amount for that particular equipment
4	Beyond 7 days of the logging of the complaint till rectification of the fault.	No payment shall be released for that particular equipment in that quarter. Further, the amount equivalent to the AMC charges for that particular equipment shall also be deducted from the invoices for that quarter.

- ii) The penalty, if any, shall be deducted as per the above from



the bank guarantee/EMD/invoices pending with High Court, while releasing the payment for that particular quarter/court. In case the vendor does not attend to the complaints during the maintenance contract period, the bank guarantees submitted by the vendor shall be en-cashed.

- iii) Vendor should make satisfactory arrangement for receiving the complaints through telephone and e-mail. The vendor will provide a centralized telephone number and one e-mail ID for keeping a centralized record of all complaints. The vendor will also provide a complaint no. to each of the complaints registered either through telephone or e-mail. The vendor shall also provide an escalation matrix as well as online complaint logging/tracing system.

## **7. BIDDING PROCESS**

### **Bid Submission**

- a) Bidders are advised to study the Bid Document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the RFP document with full understanding of its implications. Bids not complying with all the given clauses in this RFP document are liable to be rejected. Failure to furnish all information required in the RFP Document or submission of a bid not substantially responsive to the RFP document in all respects will be at the bidder's risk and may result in the rejection of the bid.
- b) All the bids must be valid for a period of 120 days from the opening of the commercial bid or six months from the last date of submission of the bids, whichever is later. However, the rates shall be valid for the initial/extended period of empanelment from the date of empanelment. No request will be considered for price revision during the contract period of three years. If necessary, this Court will seek extension in the bid validity period beyond 120 days or 180 days as the case may be.
- c) The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD.
- d) The bidders should submit their bids in two parts i.e. Pre-qualification-cum-Technical Bid and Commercial Bid. All bids sealed individually should be kept in a separate sealed cover superscribed with separate titles as specified below:-
  - i. "Pre-qualification cum technical Bid "

- ii. "Commercial Bid"
- e) The separate sealed covers should be placed in a single sealed cover

**Schedule:**

- i) This RFP document is non-transferable.
- a. **Submission of Bids**  
Sealed offers prepared in accordance with the procedures enumerated in the RFP should be submitted to the office of Registrar General, Punjab and Haryana High Court, Chandigarh on or before the last date i.e. 03.00 PM on 22.12.2016.
- b. **Opening of Pre-qualification cum Technical Bids**  
At 03.30 PM on 22.12.2016.  
O/o Registrar, Computerization, Punjab and Haryana High Court, Chandigarh  
The bidders or their authorized representatives may be present, if they so desire.

**Earnest Money Deposit**

- a. The Bidders shall furnish, Earnest Money Deposit (EMD) of Rs. 25,000/- only in the form of Demand Draft / Bankers' Cheque, from a scheduled commercial bank, drawn in favour of Registrar General, Punjab and Haryana High Court at Chandigarh.
- b. The envelope should be sealed and superscripted "EMD for RFP for AMC of VC facility installed in the Courts of Punjab".
- c. **The envelope may be addressed to the Registrar General and submitted at Punjab and Haryana High Court before the due date and time specified**
- d. The EMD of unsuccessful bidders shall be returned without interest after finalization of the bid. EMD of the successful bidders shall be returned without any interest after the receipt of security deposit in the form of Bank Guarantee in favour of Registrar General, Punjab and Haryana High Court.

**Forfeiture of Earnest Money Deposit/Security Deposit**

The Earnest Money Deposit can be forfeited if a Bidder

- a. Withdraws its bid during the period of bid validity.
- b. Does not accept the correction of errors.
- c. In case the successful Bidder fails to sign the contract within the stipulated time.
- d. In case the bidder fails to accept the Letter of Intent within the stipulated period.

**Last date for submission of bids**

- a) Bids, complete in all respects, must be submitted to this Court by the due date and time as mentioned above in this RFP
- b) This Court may, at its own discretion, extend the date for submission of bids. In such case all rights and obligations of Punjab and Haryana High Court and the Bidders shall be applicable to the extended time frame.
- c) At any time, prior to the last date for receipt of bids, Punjab and Haryana High Court, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP Document by an amendment. The amendment will be notified on website [www.highcourtchd.gov.in](http://www.highcourtchd.gov.in) and should be taken into consideration by the prospective bidders while preparing their bids.
- d) In order to give prospective bidders reasonable time to take the amendment into account in preparing their bids, this Court may, at its discretion, extend the last date for the receipt of bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval may result in forfeiture of Bidder's EMD.
- e) The bidders will bear all costs associated with the preparation and submission of their bids. This Court will, in no case, be responsible or liable for those costs, regardless of the outcome of the empanelment process.
- f) Printed terms and conditions of the bidders, as uploaded, will not be considered as forming part of their bid. In case terms and conditions of the RFP document are not acceptable to any bidder, they should clearly specify the deviations in their bids.

## **8. OPENING OF BIDS**

### **Pre Qualification cum Technical Bid**

- a. Hon'ble Punjab and Haryana High Court shall convene the bid opening session on duly notified date i.e. 03.30 PM on 22.12.2016 in the office of Registrar (Computerization) where one representative from the bidders, who have successfully uploaded the bid, can participate.
- b. **The bids will then be passed on to a duly constituted Evaluation Committee (EC) for further evaluation.**

### **Evaluation of the bids**

- a. The Pre qualification cum technical bids will be evaluated by a duly constituted **Evaluation Committee (EC)**. The first process for the EC is to examine the eligibility of the bidders as per the eligibility criteria. Bids, not satisfying the eligibility criteria will be rejected. However, the EC

reserves the right to call for additional information from the bidders to fully establish their eligibility. Such information should be submitted within the timeframe set aside by the EC otherwise the bid may not be considered for further evaluation.

- b. Subsequently, the EC would examine the technical details and may ask for additional information and may call the eligible bidders for a presentation of the projects handled by them and quoted in their bids. The time limit, in which the bidders' have to submit the additional information or present their projects, will be decided by the EC and its decision will be final in this regard. The bidders shall also assist the EC in getting relevant information from the bidders' references. Bidders failing to adhere to the specified time limit will not be considered for further evaluation.
- c. The EC may also ask the bidders to make a detailed technical presentation on the proposal submitted by the bidder. Evaluation committee will evaluate the said presentation as part of the technical evaluation for engagement.

#### **Financial Bid**

- a. Financial bids of the qualified bidders shall be opened by Evaluation Committee consisting of representatives from NIC and High court, on a date and time duly notified, in the presence of bidders' representatives (only one per bidder) who chose to be present.
- b. The total bid amount to be considered for comparison, will be the sum total of 1 year AMC amount for all the courts as quoted by the bidder in his bid.
- c. The negotiation shall be carried out with the lowest bidder by a committee of representatives of High Court or as per the procedures prevailing in the State at that point of time.
- d. The committee reserves the right to award the work in part or whole of the bids at individual costs quoted in the commercial bids.

#### **9. AWARD OF CONTRACT**

- a. A letter of intent shall be issued to the successful bidder by this Court. The successful bidder shall accept the said letter of intent within 15 days from the date of the issue of the said letter of Intent.
- b. The bidders selected for empanelment will submit a security

deposit of 10% of the total value of the contract in the form of Bank Guarantee from a scheduled commercial bank for entire duration of the contract period in favour of Registrar General, Punjab and Haryana High Court, Chandigarh. The said Bank Guarantee shall be submitted alongwith the acceptance of the Letter of Intent issued by This Court.

- c. The successful bidder will be asked by High Court to sign a contract agreement within 15 days of the acceptance of the Letter of Intent by the successful bidder and submission of the bank guarantee. However, the stipulated period of the signing the contract can further be extended by the Punjab & Haryana High Court and the successful bidder mutually, failing which the offer will be treated as withdrawn and EMD forfeited.
- d. The engagement will be for an initial period of 1 year from the date of signing the contract. Depending on the project requirements, Punjab and Haryana High Court, Chandigarh may extend the period of contract for additional 6 months thrice year through mutual consent. The successful bidders will have to renew/re-submit the bank guarantee for the extended period of empanelment.
- e. The incidental expenses of execution of agreement / contract shall be borne by the successful bidder.
- f. The conditions stipulated in the contract shall be strictly adhered to and violation of any of these conditions by the bidder will entail termination of the contract without prejudice to the rights of the High Court. In addition, High Court shall be free to forfeit the EMD/bank guarantee and get the assigned work done from alternate sources at the risk and cost of the defaulting bidder.

#### **10. DELIVERY SCHEDULE**

- a. The successful bidders shall start the work within (7) seven working days at respective sites of State of Punjab from the date of signing of the contract agreement with Punjab and Haryana High Court, Chandigarh.
- b. If at any time during performance of the Contract, the selected bidder should encounter conditions impeding timely performance of Services, the selected bidder shall promptly notify the Punjab and Haryana High Court, Chandigarh in writing of the fact of the delay, its likely duration and its cause(s).
- c. If the quality of work executed doesn't conform to the work order specifications the bidder will have to undertake it again until it

meets the specifications, failing which, the penal action shall be taken as per the terms & conditions of the RFP.

### **INDEMNITY**

- a. The successful bidder will indemnify High Court of all legal obligations of its professionals deployed for the said project.
- b. High Court also stands absolved of any liability on account of death or injury sustained by the Agency staff during the performance of this empanelment and also for any damages or compensation due to any dispute between the agency and its staff.

## **11. TERMINATION OF CONTRACT AGREEMENT**

### **Termination for Insolvency**

Punjab and Haryana High Court at Chandigarh may at any time terminate the work order / contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.

### **Termination for default**

- a. Default is said to have occurred
  - If the agency fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by Punjab & Haryana High Court.
  - If the agency fails to perform any other obligation(s) under the contract/work order.
- b. If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from Punjab & Haryana High Court, this Court may terminate the contract / work order in whole or in part.
- c. Punjab & Haryana High Court may transfer upon such terms and in such manner, as it deems appropriate for work order for similar support service to other agency and the defaulting agency will be liable to compensate this Court for any extra expenditure involved towards support service to complete the scope of work totally.

### **Termination for Convenience**

Further Punjab and Haryana High Court shall also have the unfettered right to repudiate and rescind the Contract if there is any breach of the Contract by the Successful Bidder including but not limited to the occurrence of any of the following events or

contingencies:-

- a) Performance Bank Guarantee not submitted within the stipulated time as mentioned in the RFP
- b) Bank guarantee not renewed as mentioned in the RFP
- c) Default achieving milestones affecting the overall time schedule
- d) Quality of the equipment supplied, installed and commissioned etc. not as per specifications/agreements.

## **12. CONSEQUENCES OF TERMINATION**

- (i) Termination of the contract agreement shall not affect any continuing obligations of the successful bidder under the contract agreement, which, either expressly or by necessary implication, are to survive its expiry or termination such as confidentiality obligations of the successful bidder.
- (ii) Upon termination of the contract agreement for whatsoever, Punjab & Haryana High Court shall have the right to impose the following penalties:-
  - (a) Forfeiture of earnest money
  - (b) Revoking of performance bank guarantee.
  - (c) Imposition of appropriate penalties as mentioned in the RFP.

## **13. FORCE MAJEURE**

- a. Force majeure clause will mean and be limited to the following in the execution of the contract by Punjab & Haryana High Court:-
  - I. War / hostilities.
  - II. Riot or Civil commotion.
  - III. Earthquake, flood, tempest, lightning or other natural physical disaster.
  - IV. Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agencies, which prevent or delay the execution of the order by the agency.
- b. The agency will advise Punjab and Haryana High Court in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, Punjab & Haryana High Court reserves the right to cancel the contract without any obligation to compensate the agency in any manner for what so ever reason.

## **14. ARBITRATION**

All disputes or differences, including the claims for damages and compensation whatsoever, arising between the parties, out of or relating to this agreement or the breach thereof shall be settled amicably. However, if the parties are not able to resolve them amicably within a period of 15 (fifteen) days, the same shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The dispute may be referred to arbitration and the Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue for the arbitration proceedings shall be Chandigarh and courts at Chandigarh shall have exclusive jurisdiction. All the arbitration proceedings shall be carried out in English language.

**15. APPLICABLE LAW**

The work order will be governed by the laws and procedures established by State of Punjab, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.



**Annexure 1**

**List of court complexes where VC is installed.**

<b>Sr. No.</b>	<b>Sessions Division</b>
1	Amritsar
2	Fatehgarh Sahib
3	Hoshiarpur
4	Ludhiana
5	Mansa
6	Patiala
7	Rupnagar
8	Sangrur
9	SBS Nagar
10	Sri Muktsar Sahib
11	Barnala
12	Bhatinda
13	Faridkot
14	Ferozepur
15	Gurdaspur
16	Jalandhar
17	Kapurthala
18	Moga
19	Pathankot
20	Chandigarh

<b>Sr. No.</b>	<b>Sessions Division</b>
21	Ajnala
22	Patti
23	Tarn Taran
24	Baba Bakala
25	Garhshankar
26	Dasuya
27	Samrala
28	Khanna
29	Jagraon
30	Rajpura
31	Samana
32	Anandpur Sahib
33	Kharar
34	Mohali
35	Dhuri
36	Moonak
37	Sunam
38	Malerkotla
39	Balachaur
40	Gidderbaha
41	Malout
42	Rampura Phool
43	Talwandi Sabo
44	Amloh
45	Jalalabad
46	Abohar
47	Zira
48	Fazilka
49	Batala
50	Nakodar
51	Phillaur
52	Sultanpur Lodhi
53	Phagwara
54	Sardulgarh
55	Budhlada
56	Nabha
57	Dera Bassi
58	Mukerian
59	Nihal Singh Wala
60	Guruharsahai
61	Khadur Sahib
62	Payal
63	Baghapurana
64	Jaitu
65	Khamano

## Annexure2

Sr. No.	Sessions Division (Haryana)	Old Hardware VC Camera	Remote	MIC	LCD Screen	UPS (1KVA) for VC equipment	Year of Installation	AMC Status
1	Bhatinda	Polycom (HDX 7000)	with VC equipment	with VC equipment	Panasonic	Uniline	2012	Out of warranty (Under AMC upto 31 Jan 2016)
2	Faridkot	Polycom (HDX 7000)	with VC equipment	with VC equipment	Panasonic	Uniline	2012	Out of warranty (Under AMC upto 31 Jan 2016)
3	Ferozepur	Polycom (HDX 7000)	with VC equipment	with VC equipment	Panasonic	Uniline	2012	Out of warranty (Under AMC upto 31 Jan 2016)
4	Gurdaspur	Polycom (HDX 7000)	with VC equipment	with VC equipment	Panasonic	Uniline	2012	Out of warranty (Under AMC upto 31 Jan 2016)
5	Jalandhar	Polycom (HDX 7000)	with VC equipment	with VC equipment	Panasonic	Uniline	2012	Out of warranty (Under AMC upto 31 Jan 2016)
6	Kapurthala	Polycom (HDX 7000)	with VC equipment	with VC equipment	Panasonic	Uniline	2012	Out of warranty (Under AMC upto 31 Jan 2016)
7	Moga	Polycom (HDX 7000)	with VC equipment	with VC equipment	Panasonic	Uniline	2012	Out of warranty (Under AMC upto 31 Jan 2016)
8	Pathankot	Polycom (HDX 7000)	with VC equipment	with VC equipment	Panasonic	Uniline	2012	Out of warranty (Under AMC upto 31 Jan 2016)
9	Chandigarh	Polycom (HDX 7000)	with VC equipment	with VC equipment	Panasonic	Using 20 KVA UPS	2012	out of warranty (Under AMC)
10	Rampura Phool	Polycom (HDX 7000)	with VC equipment	with VC equipment	Panasonic	Uniline	2012	Out of warranty (Under AMC upto 31 Jan 2016)
11	Talwandi Sabo	Polycom (HDX 7000)	with VC equipment	with VC equipment	Panasonic	Uniline	2012	Out of warranty (Under AMC upto 31 Jan 2016)
12	Amloh	Polycom (HDX 7000)	with VC equipment	with VC equipment	Panasonic	Uniline	2012	Out of warranty (Under AMC upto 31 Jan 2016)
13	Jalalabad	Polycom (HDX 7000)	with VC equipment	with VC equipment	Panasonic	Uniline	2012	Out of warranty (Under AMC upto 31 Jan 2016)
14	Abohar	Polycom (HDX 7000)	with VC equipment	with VC equipment	Panasonic	Uniline	2012	Out of warranty (Under AMC upto 31 Jan 2016)
15	Zira	Polycom (HDX 7000)	with VC equipment	with VC equipment	Panasonic	Uniline	2012	Out of warranty (Under AMC upto 31 Jan 2016)
16	Fazilka	Polycom (HDX 7000)	with VC equipment	with VC equipment	Panasonic	Uniline	2012	Out of warranty (Under AMC upto 31 Jan 2016)
17	Batala	Polycom (HDX 7000)	with VC equipment	with VC equipment	Panasonic	Uniline	2012	Out of warranty (Under AMC upto 31 Jan 2016)

								2016)
18	Nakodar	Polycom (HDX 7000)	with VC equipment	with VC equipment	Panasonic	Uniline	2012	Out of warranty (Under AMC upto 31 Jan 2016)
19	Phillaur	Polycom (HDX 7000)	with VC equipment	with VC equipment	Panasonic	Uniline	2012	Out of warranty (Under AMC upto 31 Jan 2016)
20	Sultanpur Lodhi	Polycom (HDX 7000)	with VC equipment	with VC equipment	Panasonic	Uniline	2012	Out of warranty (Under AMC upto 31 Jan 2016)
21	Phagwara	Polycom (HDX 7000)	with VC equipment	with VC equipment	Panasonic	Uniline	2012	Out of warranty (Under AMC upto 31 Jan 2016)
22	Sardulgarh	Polycom (HDX 7000)	with VC equipment	with VC equipment	Panasonic	Uniline	2012	Out of warranty (Under AMC upto 31 Jan 2016)
23	Budhlada	Polycom (HDX 7000)	with VC equipment	with VC equipment	Panasonic	Uniline	2012	Out of warranty (Under AMC upto 31 Jan 2016)
24	Nabha	Polycom (HDX 7000)	with VC equipment	with VC equipment	Panasonic	Uniline	2012	Out of warranty (Under AMC upto 31 Jan 2016)
25	Dera Bassi	Polycom (HDX 7000)	with VC equipment	with VC equipment	Panasonic	Uniline	2012	Out of warranty (Under AMC upto 31 Jan 2016)

#### List of inventory in courts

Sr.No.	Item Type	Make	Quantity
1.	VC Camera	Plycom (HDX 7000)	1
2.	Remote		1
3.	Mic		1
4.	LCD Screen (with	Panasonic	1
5.	UPS (1KVA)	Uniline	1

**ANNEXURE — 3**

**Model Call Reports**

Sr.no	Description	remarks
	Name of the court	
	Date & time of the complaint	
	Name of the failed equipment	
	Date of time the equipment became operational	
	Down time	

Signature & designation of the officer booking complains

Signature of the vendor's representative attending complaints

**Proforma-1**

Bid proposal sheet  
(to be enclosed with pre qualification cum technical bid)

**BID PROPOSAL SHEET**

Bidder's Proposal Reference No. and Date	:		
Bidder's Name and Address	:		
		Tel. No.	Fax No.
Bidders Correspondence address	:		
		Tel. No.	Fax No
Name of contact Person	:		
Designation	:		
Telephone No (s)	:		
Fax No (s)	:		
Mobile No	:		
Email ID	:		

To,

The Registrar General,  
Punjab and Haryana High Court,  
Chandigarh

**Subject Engagement of agency for providing Annual maintenance contract of Video conferencing equipment installed in the State of Punjab.**

Dear Sir,

1. We, M/s \_\_\_\_\_, having read and examined in detail the specifications, requirements and other conditions as mentioned in the RFP do hereby propose to act as agency for providing Annual maintenance contract of Video conferencing equipment installed in the State of Punjab.
2. **PRICE AND VALIDITY**  
All the prices mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 120 days from the opening of the commercial bid or six months from the last date of submission of the RFP, whichever is later.
3. **EARNEST MONEY**  
We have enclosed the earnest money in the form of Bank Draft amounting to Rs. \_\_\_\_\_ (Rs \_\_\_\_ only) in favour of Registrar General, Punjab and Haryana High Court, Chandigarh. It is liable to be forfeited in accordance with the provisions of RFP document.
4. **ASSURANCE**  
We declare that all the services shall be performed strictly in accordance with the technical specifications and other terms and conditions covered in RFP document.
5. **QUALIFYING DATA**  
We confirm having submitted the qualifying data as required by you in your RFP 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. We hereby declare that in case the contract is awarded to us, we shall submit the Bank Guarantee as per terms of RFP document.
7. 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 & belief. We further declare that we have read the provisions of this RFP and confirmed that these are acceptable to us.
8. Bid submitted by us is properly prepared and sealed so as to prevent any subsequent alteration and replacement.

9. We understand that you are not bound to accept the lowest or any bid by you.

Thanking you,

Yours faithfully,

(Authorized Signatory)

Date:

Name:

Place:

Designation:

Business Address:

Seal of the company:

Proforma – 2

**PARTICULARS OF BIDDERS AND MANUFACTURERS**  
(To be enclosed with pre qualification cum technical bid)

FOR RFP NO. \_\_\_\_\_

1. Name of the Bidder			
2. Address of the Bidder			
	Tel.	Fax	
3. Year of establishment			
4. Bidder's proposal number and date			
5. Name, Designation and address of the officer to whom all references shall be made regarding this RFP			
	Tel:	Mobile:	
	Fax:	Email:	
6. Annual turnover of the firm for the last 3 successive years (in Rs.)	Year	Turn over	Profit
	2012-2013		
	2013-2014		
	2014-2015		
7. Profit for the period 01.04.14 to 31.03.15			
8. Details of Draft for Earnest money deposited	Draft No.		
	Bank Name:		
9. Detail of ISO 9001 certification	Valid upto		
10. Service tax registration no and date of issue			
11. Pan no of the bidding company			
12. Registration no of EPF and date of			



issue		
13. registration no of ESI and date of issue		
14. ROC Registration		

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

Company seal

Proforma 3

**Indemnification from proprietary rights**

(To be enclosed with Pre Qualification cum technical Bid on the letter head of the bidder)

From

\_\_\_\_\_  
\_\_\_\_\_

To

The Registrar General,  
Punjab and Haryana High Court,  
Chandigarh

We M/s \_\_\_\_\_ indemnify Hon'ble High court against all third party claims of infringement of patent, copyright, trademark and trade designs arising from use of the goods or any part thereof in India.

Signature of the Witness

Signature of the Tenderer

Name

Name

Address

Address

Seal

**Proforma 4**

**Indemnification from patent rights**

(To be enclosed with Pre Qualification cum technical Bid on the letter head of the bidder)

From

\_\_\_\_\_  
\_\_\_\_\_

To

The Registrar General,  
Punjab and Haryana High Court,  
Chandigarh

We M/s \_\_\_\_\_ indemnify Hon'ble High court against all third-party claims of infringement of patent, trademark or industrial design and intellectual property rights arising from the use of the Goods or any part thereof.

Signature of the Witness

Signature of the Tenderer

Name

Name

Address

Address

**Proforma 5**  
**TECHNICAL BID**

(To be enclosed with pre qualification cum technical bid)

**The Registrar General,  
Punjab and Haryana High Court,  
Chandigarh.**

We M/s \_\_\_\_\_ offer to undertake to act as agency for providing Comprehensive Annual maintenance contract of Video conferencing equipment installed in the district courts of State of Punjab as per the following:-

**Comprehensive Annual maintenance of VC Hardware**

S.no	Item Type	Description	Model	Quantity
1.				
2.				
3.				
4.				
5.				

Signature of the Witness

Signature of the Tenderer

Name

Name

Address

Address

**Proforma 6**  
**Commercial BID**

(To be enclosed with Commercial bid)

**The Registrar (General)**  
**Punjab and Haryana High Court,**  
**Chandigarh.**

We M/s \_\_\_\_\_ offer to undertake to act as agency for providing Annual maintenance contract of Video conferencing equipment installed in the Courts of State of Punjab as per the following:-

Annual maintenance of VC Equipment:-

S.no	Item Type	Description	Quantity	Unit cost for 1st year	Total cost for 1 <sup>st</sup> year
1.					
2.					
3.					
4.					
5.					
6.	Service tax				
7.	Total				

Signature of the Witness

Signature of the Tenderer

Name  
Address

Name  
Address