

**Tender for Supply and Installation  
of  
62 nos. UPS Systems  
to the District Legal Services Authorities  
in the State of Punjab**



**Punjab State Legal Services Authority**

Site No. 126, Sector 69, SAS Nagar-160069

## INTRODUCTION

Punjab State Legal Services Authority (PSLSA) is a Punjab Government Department. As a part of the procurement process, PSLSA invites tender, inviting bids for the procurement of 62 nos. UPS Systems.

### Important Information

1.	Tender Inviting Authority Designation and Address	Punjab State Legal Services Authority Site No. 126, Sector 69, SAS Nagar-160069
2.	a) Name of the Work	Supply and installation of 62 nos. UPS Systems
	b) Tender reference	Tender/PULSA/2018/2
	c) Place of Execution	District Legal Services Authorities in the State of Punjab.
3.	a) Tender document availability	Tender document is available at <a href="http://www.pulsa.gov.in">www.pulsa.gov.in</a>
4.	Publication of Tender Notice	
5.	Pre-bid conference	On 28.02.2018 in the O/o Member Secretary, Punjab State Legal Service Authority, SAS Nagar. The pre-bid queries in writing should be submitted before 15.02.2018 by 4:00 PM.
6.	Email address for communication for any queries/clarifications	<a href="mailto:ms@pulsa.gov.in">ms@pulsa.gov.in</a>
7.	Earnest Money Deposit (EMD) Separate EMD is required to be submitted by the bidder against the item for which bid is being submitted by the bidder.	<b>2% of the total quoted tender value.</b>  The Payment for EMD can be made in shape of Bank Draft in the name of Member Secretary, Punjab State Legal Services Authority.
8.	Last date and time for submission of e-Tender	25.02.2018 by 5:00 PM
10.	Date and Time of Opening of Technical Bids	01.03.2018 by 11:00 AM
11.	Date and Time of Opening of Commercial Bids	05.03.2018 by 11:00 AM
12.	Validity of bids	180 days from the date of opening of bids

13.	Validity of empanelment with all technically qualified bidders	1 year from the date of empanelment
14.	Minimum Period for revision of rates/updation of technology. This will be done with all technically qualified bidders.	6 months from the date of empanelment
<ul style="list-style-type: none"> <li>• Eligibility Criteria: Please refer to the <b>Annexure-7</b> of the Tender Document.</li> <li>• Two Bid System i.e.</li> <li>• Stage-1 Technical Bid;</li> <li>• Stage-2 Commercial Bid; Bids are to be submitted in sealed envelope which is containing the technical bid and commercial bid separately and all these envelopes must be contained in a large sealed cover bearing a super-scription on the top portion of the main cover of the envelop “Short Term Tender/bid for the supply of Hardware for District Legal Services Authorities in the State of Punjab.</li> <li>• Tenders received after due date and time will be summarily rejected.</li> <li>• Any Bid not conforming to the format will be summarily rejected.</li> </ul>		

## TABLE OF CONTENTS

Description	Pg. no.
Introduction	2
Important information	
1. Scope of Work	5
2. Minimum Eligibility Criteria for bidders	5-7
3. Minimum Technical specifications	7-8
4. Price bid	9
5. Bid Submission Process	10-11
6. Bid Opening Process	11-12
7. Technical Evaluation Process	12
8. Evaluation Of Financial Bids	12-13
9. Empanelment Process	13-14
10. Placing Of Purchase Orders	14-15
11. Terms and Conditions	15-16
12. Acceptance Testing Process	16-17
13. Delivery Process	17-18
14. Penalty Calculation Process	18
15. Installation Process	18
16. Payment Process	18
17. Onsite Warranty Maintenance	18-19
18. General Conditions	19-21
19. Definition of default	21
20. Arbitration	21
21. <i>Applicable laws</i>	21-22
Annexure 1: AFTER SALE SERVICE CERTIFICATE	23
Annexure 2: <i>Self-Declaration on not being blacklisted</i>	24
Annexure 3: <i>Statutory Undertaking</i>	25
Annexure 4: Technical Specifications	26-27
Annexure 5: <i>Certificate of Dealership/Authorization Letter/Warranty</i>	28
Annexure 6: Undertaking of honoring warranty	29
Annexure 7: <i>Checklist to be enclosed with Technical bid</i>	30-32
Annexure 8: Warranty	33
Annexure 9: Services To Be Provided	34
Annexure 10: Delivery And Installation	35
Annexure 11: Penalty	35
Annexure 12: Payment	36-38

## 1. SCOPE OF WORK:-

Punjab State Legal Services Authority invites sealed bids from the manufacturers/their authorized distributors for supply and installation 62 nos. UPS Systems as per the minimum specifications mentioned in the Tender document. Supreme Court of India has been implementing the E-Courts Phase II project, financed by GOI. The scope of the tender is to equip all District Legal Services Authorities (DLSAs) with necessary hardware in court complexes all across the State of Punjab for its computerization. This tender caters to the supply, testing, installation, and maintenance of hardware systems and related sub-systems required for the project. These items are to be supplied at all the DLSAs in the state Punjab within 3 weeks from the date of placement of Purchase Order. These items should carry a comprehensive onsite warranty as mentioned in the tender document from the date of acceptance sign-off on its hardware and associated software. The bidders are allowed to submit their bids for all or any the items as mentioned in this tender document. However, they must fulfill the eligibility criteria as mentioned below for each item.

## 2. Eligibility Criteria for Bidders:

### 2.1 Bidders General Qualifications:

- i. This tender is open to all firms/companies from within India, who are eligible to do business under relevant Indian laws as in force at the time of bidding.
- ii. Firm/company declared by any Government institution to be ineligible to participate for corrupt, fraudulent or any other unethical business practices shall not be eligible during the period for which such ineligibility is declared.
- iii. Breach of general or specific instructions for bidding, general and special conditions of contract with Government institution may attract a proceeding to declare a firm/company ineligible for a certain period or certain number of consecutive tender calls.
- iv. Eligibility Criteria is given as under and compliance must be filled by the bidders in the technical envelope as per Annexure-7:-

### 2.2 Minimum Eligibility Criteria:

S.No	Clause	Documents Required
1.	EMD should have been submitted.	<p><b>2% of the total quoted tender value.</b></p> <p>The Payment for EMD can be made in shape of Bank Draft in the name of Member Secretary, Punjab State Legal Services Authority, payable at Chandigarh.</p>

S.No	Clause	Documents Required
2.	The Bidder should be registered in India under the Indian Companies Act, 1956/Partnership firm/sole proprietorship firm and existing for the past 3 years	The bidder shall provide the Certificate of Incorporation for Registered Companies, Partnership Deed for Partnership Firms/VAT or Service Tax Registration Certificate for Sole Proprietorship Firms.
3.	Bidder must be an OEM of offered item or System Integrator (SI)/dealer/distributor. The OEM/SI/Dealer/distributor must have tie-ups/techno commercial collaboration with subsystems/ peripheral	Certificate of dealership/authorization letter as per the Annexure-5 from OEM.
4.	The minimum cumulative Turn-over of the bidding company during last three audited financial years should be minimum Rs. 20.00 Crore	Audited Balance sheet of the Bidder for each of the last 3 financial years
5.	The Bidder should have positive net worth (measured as paid-up capital plus free reserves) and should be a profit making company for at-least two years out of the last three audited financial years	Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years
6.	The bidding company must be in the business of supplying offered items for the last three years as on date of submission of bid.	Copy of Purchase Order issued in the name of Bidder and copy of the completion/ Performance Certificate for the above Purchase Order shall be submitted.
7.	Should not have been black listed by any central/State Govt. Department/ Organization for breach of any applicable law or violation of regulatory prescriptions or breach of agreement as on date of submission of Bid.	An affidavit as per the Annexure-2 to be submitted by bidder
8.	The Bidder must have successfully executed three orders each of minimum Rs. 10.00 lac in any Govt. Departments/ Organization India in last 3 years as on the date of submission of Bid.	Copy of the purchase order/a certified letter from the concerned Client confirming the date of engagement and successful completion of order.
9.	In case Bidder is not an OEM then an authorized undertaking will be required from the OEM stating that OEM will discharge all responsibilities under warranty for the period indicated in the contract, in case the Bidder fails to do the same for any reason.	Authorized undertaking from the OEM as per the Annexure-5

S.No	Clause	Documents Required
10.	The bidder/OEM should have a service centre in Chandigarh and District Headquarters in Punjab.	In case of OEM's/bidder's Own Service Centre, copies of the landline telephone bills or valid rent agreement as on tender opening date shall be submitted as a proof for availability of the service centers.
11.	ISO 9001:2008 Certificate issued in the name of OEM for Manufacturing Process and ISO 14001 Certificate issued in the name of OEM for handling of hazardous items in the manufacturing process.	Copies of valid ISO 9001:2008 and ISO 14001 Certificates.
12.	The Bidder should have all necessary licenses, permissions, consents, NOCs, approvals as required under law for carrying out its business. The Bidder should have currently valid GST Certificate and PAN No.	Copies of GST No. Certificate & PAN No.

**Note: Any Bid failing to meet the above stated Qualification criteria shall be summarily rejected and will not be considered for Financial Evaluation.**

### 3. Minimum Technical Specifications of the product:

Specifications for UPS with one hour backup:	
Quantity required:	62 Numbers
Capacity	1 KVA LINE INTERACTIVE
Input Voltage and Frequency	140-270 V, 47 to 53 Hz
Output Voltage and Frequency (On Mains)	230 +/- 5 % with AVR (Automatic Voltage Regulation), 50 hz +/- synchronized with Input Power Frequency
Output Voltage and Frequency (On Battery)	230 V +/- 3% with 50 Hz
Backup Time	60 minutes
Battery Type	Maintenance-free sealed Lead-Acid battery with suspended electrolyte : leakproof
Overload Capacity	110%
Efficiency	80% or more
Output Wavetype	Quasi Sinewave or better
Transfer Time	< 5 milliseconds
Load Power Factor	0.6

Other Features	Cold Start, Auto Start, Generator Compatible, No Load Shutdown
Protections from	Surge, Short Circuit, Spikes, DC Undervoltage and Overload
Indicators	Mains, On Battery, Charge, Overload
Alarms	Low Battery, Mains Off, Tripping
Operating Environment	0 - 40 °C
Operating Relative Humidity	0 - 95%
Audible noise at 1 meter from surface of unit	Not more than 50.00 dBA
Output Sockets	3 or more with 3 pin
Warranty	5 years Onsite including batteries

**Note:-Compliance of above mentioned technical specifications are to be provided by the bidder(s) in compliance sheet of technical envelope provided (Annexure-4) duly certified by the OEM that offered/quoted products conform to the tender specification.**



**4. Price Bid:**

1. The prices bid is to be filed by the bidder in price bid sheet.
2. Prices in Financial Bid should be quoted as per the minimum technical specifications mentioned.
3. All prices should be quoted with Five-year warranty.
4. Prices should be quoted in Indian Rupees and indicated both in figures and words. Figures in words will prevail.
5. Quoting incredibly low value of items with a view to subverting the tender process shall be rejected straight away and EMD of such vendor will be forfeited.
6. Sum total of all taxes to be given in Column 3 (Taxes).

**UPS Systems:-**

Sr. No	Item Description	Unit Price (Rs.)	Taxes (Rs.)	Unit Price (All inclusive) with five years warranty (Rs.)	Indicative Qty for determining the L1 vendor/ rates only	Total Price (All inclusive) with five years warranty (Rs.) (4x5)	Percentage of Dollar (\$) component of Col. 2
	1	2	3	4	5	6	7
1	UPS 1 KVA with one hour backup				62		

- (1) Unit Price (Column 4) should include all taxes, packing, forwarding, freight, insurance, installation, commissioning, warranty or any other charges.
- (2) **All fields in the financial bid format are MANDATORY.**

Authorized Signatory

Name:

Date:  
Place:**SEAL**

**5. Bid Submission Process:**

- 5.1 The Bids should be submitted in two parts i.e. Pre-Qualification cum Technical Bid and Commercial Bid.**
- a. **Pre-Qualification cum Technical bid (stage 1):** - The Technical Bid format as given in the Tender shall be filled, signed and stamped on all pages. Errors if any shall be attested by the Bidders. The Technical Bid shall not contain any indications of the Price otherwise the Bid will be summarily rejected. The bidders shall submit the details of make and model of the items offered against the tender requirement. The technical bid should be submitted in sealed envelope in the office of Member Secretary, Punjab State Legal Services Authority on or before 25.02.2018.
  - b. **Price Bid Form (Stage 2):** -All the Price items as asked in the Tender shall be filled in the Price Bid Format as given in the Tender. The Prices quoted shall be only in INDIAN RUPEES (INR) only. The tender is liable for rejection if Price Bid contains conditional offers.
- 5.2 The following documents shall be enclosed by every vendor along with the Technical bids: -**
- i. Make and model of all systems, sub systems and optional items should be mentioned in the technical bid and complete technical details should be provided in the form of brochures and write ups and evaluation reports from the neutral/accredited third party.
  - ii. Completely filled technical compliance must be submitted for each quoted configuration.
- 5.3 Tender bid must contain the name, office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures. A certificate from bidder's HR/ legal department must be enclosed with the bid certifying that the person(s) who signed the bid is a authorized person on behalf of company.**
- 5.4 Un-signed, un-stamped and without certificate of authorized person from bidder's HR / legal department bid shall not be accepted.**
- 5.5 All pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents.**
- 5.6 Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected.**
- 5.7 Ambiguous bids will be out rightly rejected.**
- 5.8 Punjab State Legal Services Authority will not be responsible for any postal delay on the part of the vendor in obtaining the terms and conditions of the tender notice or submission of the tender bids.**
- 5.9 The basic prices in Indian rupees should be quoted separately for each set of items given in Technical specifications inclusive of Interface Cables, Power Cables, related accessories, Documentations of sub assemblies of system and Operating Manuals of the systems, Packing, Forwarding, Freight, Insurance, Installation charges at sites and Warranty etc. GST as applicable should be quoted separately, failing which these are not payable extra.**
- 5.10 Financial bid may be submitted as per price bid envelope for the corresponding configuration/description indicated in technical specifications.**
- 5.11 The price shall be for delivery at desired destination in Punjab including installation/commissioning and complete operationalisation and including statutory levies, if any.**
- 5.12 Bidders shall indicate their rates in clear/visible figures as well as in words. In case of a mismatch, the rates written in words will prevail.**

- 5.13 Any alteration / overwriting / cutting in the bid should be duly countersigned else it will be out rightly rejected.
- 5.14 Conditional tenders shall NOT be accepted on any ground and shall be rejected straightway.
- 5.15 If any clarification is required, the same should be obtained before or during pre-bid meeting only.
- 5.16 Bidder shall furnish a compliance statement (Point-wise) of specifications & features of offered equipments/sub-systems with the Technical Bid. No deviations in terms & conditions of the tender document as well as technical specifications (on the lower side) will be accepted in any case.
- 5.17 Tender process will be over after the issue of Purchase order/empanelment letter(s) to the selected vendor(s). Thereafter, information submitted by the participating bidders before and during the bidding process may be publicized by. Competent Authority in Punjab State Legal Services Authority MAY NOT exercise the privilege given under Right to Information Act Section 8(1) (d) which says “there shall be no obligation to give any citizen information including commercial confidence, trade secrets or intellectual property, the disclosure of which would harm the competitive position of a third party, unless competent authority is satisfied that larger public interest warrants the disclosure of such information”.
- 5.18 Tender Process Section will return all the un-opened sealed bid envelopes to the bidder who failed to qualify for the next stage of bid processing starting from opening of EMD envelope to Eligibility Criteria Envelope to Technical Bid Envelope to Financial Bid envelope, as the case may be. Such bidder will acknowledge the receipt of the same to the Tender Process Section.
- 5.19 Bids not quoted as per the format given in the tender will be rejected straightway.
- 5.20 The bidder must quote for all the items mentioned in the Annexure including optional items / Services. In case any item not quoted, the bid shall be summarily rejected.
- 5.21 Bidder must quote only one option (Make/model) against the third party items from amongst the items listed in the technical specifications.
- 5.22 Vendor should not quote products which are nearly end of life during the empanelment. However if it happens, empanelled vendor will supply the next higher version of the technically accepted product at the same administered empanelled price.
- 5.23 If required Punjab State Legal Service Authority may allow finally empanelled vendors to supply any of the technically qualified products (make / model), depending upon project requirements, at the same empanelled price provided, documentary evidence as per eligibility criteria is provided.

#### **6. Bid Opening Process:**

- 6.1** The covers containing EMD only will be opened in the first instance in the presence of representatives of the bidders who chose to remain present at the time of opening of bid as mentioned Time Schedule.
- 6.2** Eligibility Criteria and Technical bids of only those bidders, whose EMD instruments are found to be in order, will be opened afterwards in the same bid opening session, in the presence of the vendor’s representatives.
- 6.3** Financial bids of only those bidders, whose bids found technically qualified, by the Technical Evaluation Committee, will be opened in the presence of the vendor’s representatives subsequently for further evaluation.

- 6.4 One authorized representative of each of the bidder would be permitted to be present at the time of aforementioned opening of the bids.

## **7. Technical Evaluation Process**

- 7.1 Technical Bids will be evaluated by the duly constituted Technical Evaluation Committee (TEC) and will shortlist Technical Bids on the basis of technical parameters including possible visit to inspect manufacturing and supply facilities, if considered necessary.
- 7.2 If considered, necessary, the short listed Bidders may be asked to bring one of each of the quoted products, as per specifications set out in “Minimum Technical specifications” for technical evaluation, along with their own test, measuring equipment and technical manpower, to Punjab State Legal Services Authority at vendor premises as per schedule to be intimated to them. In case the vendor fails to bring and demonstrate the working of quoted products within the time frame given by Punjab State Legal Services Authority for evaluation, the bid shall be rejected.
- 7.3 For Technical evaluation, bidders have to ensure the availability of appropriate specialist, along with every type of documentation required, from their organization for interacting with TEC & evaluation team. In case a bidder does not make the required specialist along with proper documentation available, then such defaulting bidder shall be taken off the tender evaluation process and the bid will stand rejected.
- 7.4 During the technical evaluation, if any of the items FAIL to meet the specification requirement, no subsequent opportunity will be given to the bidder (s). However, a standby system of already quoted make & model, if available instantly on the spot could be considered by the TEC for evaluation only once.
- 7.5 Bidders are advised to ensure that the systems if asked to bring for evaluation, conforms to all technical parameters and is a tested system.
- 7.6 TEC may visit the vendors’ premises for technical demonstration/evaluation if required.
- 7.7 As part of technical evaluation, the bidders shall give presentation on how they will meet the schedule of delivery & how they will successfully carry out the installation of hardware orders so as to meet the schedule. They also should specify their inventory management & manpower deployment at State level (two resident engineers, vendor representatives) for smooth implementation of the Project during warranty. Vendor must have a web based complaint registration system in place to cater online complaint registration and status monitoring from equipment installed locations across the country for the items supplied under the project. The system should have good response. During technical evaluation, bidder has to demonstrate their package.
- 7.8 It is mandatory for the bidders to strictly adhere to the schedule of delivery & installation of hardware systems during implementation of the Project.

## **8. Evaluation of Financial Bids**

- 8.1 The Financial Bids of only those Bidders short listed from the Technical Bids by TEC will be opened in the presence of their representatives on a specified date and time to be intimated to the respective Bidders by Tender Process Section, and the same will be evaluated by a duly constituted Finance Evaluation Committee (FEC).

- 8.2 If Punjab State Legal Services Authority considers necessary, revised Financial Bids could be called for from the technically short-listed Bidders, before opening the original financial bids for recommending the final empanelment.
- 8.3 In the event of revised financial bids being called the revised bids should NOT be higher than the original bids except in case of change in Government levies and USD (\$) - Exchange Rate Variations; otherwise the bid shall be rejected.
- 8.4 The NEGOTIATION will be as per the CVC guidelines prevailing at that point of time.
- 8.5 Lowest Quoting Bidder will be selected.
- 8.6 No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders will be rejected.

## **9. Empanelment Process**

- 9.1 Keeping in view the project commitment, Punjab State Legal Services Authority, reserves the right to evolve a super-set of technically qualified accepted systems and subsystem, items of their brands and models for the entire range of systems covered in this tender so as to take care of the service delivery related aspects concerning the suitability of configuration needs matching the project requirements and priorities from time to time.
- 9.2 In the event the vendor's Company or the concerned division of the Company is taken over/bought over by another company, all the obligations and execution responsibilities under the agreement with Punjab State Legal Services Authority, should be passed on for compliance by the new company in the negotiation for their transfer.
- 9.3 All empanelled vendors have to agree for honoring all tender condition and adherence to all aspects of fair trade practices in executing the purchase orders placed by Punjab State Legal Services Authority.
- 9.4 If the name of the product is changed for describing substantially the same in a renamed form; then all techno-fiscal benefits agreed with respect to the original product, shall be passed on to Punjab State Legal Services Authority and the obligations with Punjab State Legal Services Authority taken by the Vendor with respect to the product with the old name shall be passed on along with the product so renamed.
- 9.5 In the case of Bidders whose tender bids are accepted for empanelment, bidders shall be required to give Security Deposit for the equivalent amount of EMD. Security Deposit will be in the form of Bank Guarantee (BG) of any commercial bank drawn in the name of Member Secretary, Punjab State Legal Service Authority. In case of default by the vendor on non acceptance of the purchase orders, this EMD/BG will be forfeited and empanelment will be cancelled.
- 9.6 The vendor should not assign or sublet the empanelment or any part of it to any other agency in any form. If found doing so, shall result in termination of empanelment and forfeiture of Security Deposit/EMD.
- 9.7 Punjab State Legal Services Authority may, at any time, terminate the empanelment by giving written notice to the empanelled vendor without any compensation, if the empanelled vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or

remedy which has accrued or will accrue thereafter to Punjab and Haryana High Court.

- 9.8 During the validity of the panel including the extended period, if any, if the Vendor quotes, sells or exhibits written intention to sell any System or sub-system of the same or equivalent configuration to any other Department/ Organization at a price lower than the price fixed against this e-tender under similar terms and conditions, the vendor shall voluntarily pass on the price difference to Punjab State Legal Services Authority. The effective date will be the date of quoting lower rates by the bidder in the bid/quote. In the event of lowering of government levies subsequent to the finalization of the panel, the vendor shall automatically pass on the benefits to the Punjab State Legal Services Authority.
- 9.9 Bidder will submit the foreign exchange rate ('\$' - US Dollar) applicable on tender submission date, as given in financial bid. The foreign exchange rate on last date of bid submission published at RBI site will be taken as reference. The request by empanelled vendors for rate revision due to the fluctuation in foreign exchange rate (USD), will be considered only when the fluctuation is more than 10% of the defined reference value. Method of rate revision due to above fluctuation is defined in the financial bid Performa. If the fluctuation is downwards, Punjab State Legal Services Authority will revise price downwards as per the method defined in financial performa.
- 9.10 During the validity of the panel, in case Punjab State Legal Services Authority notices that the market rates have come down from the time the rates were finalized or selection of new system configuration based on market trends or for the reasons of technological changes, Punjab State Legal Services Authority will ask the technically qualified bidders to re-quote the prices and the vendor(s) will be selected on the basis of procedure given earlier. The time difference between such re-quotes will be minimum 6 months except in case of the Union Budget. All those technically qualified bidders, whose EMD have been returned by Punjab State Legal Services Authority during/after the evaluation of the tender, will have to submit the EMD of the same amount along with the revised price quotations.

## **10. Placing of Purchase Orders**

- 10.1 Punjab State Legal Services Authority has the right to choose any subset of the tendered items for placement of supply orders.
- 10.2 In case Purchase Orders are placed on more than one vendor, the distribution of purchase orders shall be at district wise. However, the distribution will be at the sole discretion of Punjab State Legal Services Authority.
- 10.3 In general, single purchase order shall be given for all activities. However, in specific cases, subset of items may be ordered.
- 10.4 Objection, if any, to the Purchase Order must be reported by the vendor within three (3) working days counted from the Date of Purchase Order for modifications, otherwise it is assumed that the vendor has accepted the Purchase Order in totality. This is applicable in case of electronic publishing/delivery of Purchase Order also. After receiving the Purchase Order, amendment if any, of the same Purchase Order is requested by the vendor or done by Punjab State Legal Services Authority, installation period will be

calculated from the amendment date and not from the original Purchase Order date.

- 10.5 On the receipt of the Purchase Orders, the Vendor(s) shall obtain all the necessary documents for the State Entry Permit in respective States wherever required by them, for complete, safe and timely delivery of the ordered products.

#### **11. Terms and Conditions:**

11.1 Inspection: pre-delivery inspection will be done by the Committee at OEM premises.

11.2 Warranty: As per Annexure-8.

11.3 Services to be provided by the vendor: As per Annexure-9.

11.4 Delivery Period:-As per Annexure-10.

11.5 Penalty:-As per Annexure-11.

11.6 Payment Schedule: As per Annexure-12

11.7 Forfeiture of Earnest Money:

- i) If the Bidder withdraws his bid before the expiry of validity or after the acceptance of the bid, the Earnest Money Deposited by the bidder will be forfeited.
- ii) If the Bidder fails to comply with any of the terms, conditions or requirement of order and the technical specifications of the tender document. The Earnest Money deposited by the Bidder will be forfeited.
- iii) In case successful bidder fails to comply with the delivery period as specified the earnest money deposit will be forfeited.

11.8 **Cancellation of Order:**

- i) In the event of the successful bidder failing duly and properly to fulfill the order or committing breach of any of the terms and conditions of this order or repeatedly supplying goods liable to rejection hereunder or failing, declining, neglecting or delay to comply with any demand or requisition or otherwise not executing the same in accordance with terms of this contract or if the bidder or his agent or servants being guilty of fraud in respect of this contract or any of his partners or representatives found directing, giving, promising or offering any bribes, gratuity, gift loan, perquisite, reward or advantage pecuniary or otherwise to any person in the employment of Government in any way relating to such officers or person or persons, officer or employment or if the bidder or any of his partners become insolvent or apply for relief as insolvent debtor or commence any insolvency proceedings or make any composition with his/their creditors or attempts to do so, then without prejudice to Punjab State Legal Services Authority's rights and remedies otherwise, Punjab State Legal Services Authority shall be entitled to cancellation of order forth with and to blacklist the bidder and may claim back all or part of the money already paid to the bidder.
- ii) If during the currency of execution of order, the successful bidder becomes bankrupt or otherwise insolvent or is likely to become insolvent or bankrupt, Punjab State Legal Services Authority, at any time, cancel the order by giving written notice to the successful bidder. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Punjab State Legal Services Authority.

11.9 **Consequences of Cancellation of Order:**

- i) Upon cancellation of order, the successful bidder shall deliver or cause to be delivered all works carried out for and on account of the indenting department and all data and records required from or on account of the Punjab State Legal Services Authority.
- ii) Cancellation of order 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.
- iii) Upon cancellation of order for any reason whatsoever, the successful bidder shall return to the Punjab State Legal Services Authority any and all confidential information and any other property of the Punjab State Legal Services Authority.
  - iv) Punjab State Legal Services Authority may procure services similar to those undelivered, upon such terms and in such manner, as it deems appropriate, at the risk and responsibility of the successful bidder and the successful bidder shall be liable for any additional costs for such services.
  - v) The successful bidder shall continue the performance of the order to the extent not terminated.
  - vi) Upon cancellation of order for whatsoever, Punjab State Legal Services Authority shall have the right to perform the following penalties:-
    - a) Forfeiture of earnest money
    - b) Imposition of liquidated damage.
    - c) Black listing of the successful bidder.

## **12. Acceptance Testing Process**

- 12.1 The systems must be supplied in full as per ordered configuration for acceptance.
- 12.2 No system with short supply or alternate product with different technical specifications shall be taken up for conduct of acceptance testing under any circumstances.
- 12.3 The acceptance tests will include running of the evaluation test as conducted during technical evaluation of the items quoted by vendor. The systems must give same performance results as shown during initial Technical Evaluation tests.
- 12.4 The offered systems, in addition to meeting the evaluation tests, should also contain the same subsystems (Brand/Manufacturer) as were given at the time of initial evaluation tests.
- 12.5 Failure to fulfill any of the aforementioned conditions will entail cancellation of the Purchase Order along with forfeiture of the EMD/Security Deposit. Further, Punjab State Legal Services Authority can procure same items from alternate sources at the risk and cost of the defaulting vendor.
- 12.6 No acceptance testing will be undertaken by Punjab State Legal Services Authority unless the Technical Verification Data Sheet (TVDS) concerned with offered products, is provided to Punjab State Legal Services Authority, at least 15-Days in advance prior to date from which the actual acceptance testing is to start/or days specified by Punjab State Legal Services Authority.
- 12.7 During empanelment period, on subassembly level if any item's specifications / model changes & becomes non available due to obsolescence/ up-gradation of technology, vendor within already approved cost may offer the item with equivalent or having better features in terms of performance and specifications. The item(s) so offered will be evaluated in the office of Punjab State Legal Services Authority and any other site as decided by Punjab State Legal Services Authority for its acceptance.
- 12.8 The schedule for conduct of acceptance testing dates shall be provided along with comprehensive material details by vendors within 15 working days from the date of purchase order to the Testing Division, mentioned in the purchase order, so that all the related documentation work by Punjab State Legal



Services Authority could be completed and tested supplies are handed over to vendors for ensuring the delivery and installation within the stipulated time frame as per purchase order.

- 12.9 The testing of items must be generally completed as specified in the purchase order before the delivery date as per purchase order.
- 12.10 Normally, testing and acceptance of the Systems will be done at the Factory premises/Testing Lab., or at office of Punjab State Legal Services Authority or any other premises in India or abroad suggested by Vendor where it will be tested as per ordered specifications where representatives from vendor and Punjab State Legal Services Authority will be present. The testing location/premises must be suitable/ agreeable to Punjab State Legal Services Authority. The testing premises must fulfill the normal working IT office environment conditions.
- 12.11 Punjab State Legal Services Authority reserves the right to reject any item, if found unsuitable and /or not conforming to the approved specifications. The rejected items, if any, shall have to be taken back and replaced by good items forthwith at the cost of the vendor. No payment will be made for rejected items.
- 12.12 The items which are accepted after testing should be sealed inside carton under the joint signatures of the representative(s) of Punjab State Legal Services Authority and vendor's representative and then sent along with the packing list giving serial numbers and part numbers of all possible Items and copy of the acceptance test report to the specific location or Technical Store at Punjab State Legal Services Authority. The top cover of the carton must have a label carrying the complete Punjab and Haryana High Court Purchase Order Number, vendor's bill number and Delivery location.
- 12.13 A sticker mentioning the Service Support Call Centre Number of the vendor should be pasted on each system.
- 12.14 The Systems to be supplied should work under the specified Operating Systems i.e. customized Linux 14.04 or higher. It shall be the exclusive responsibility of the Vendors supplying the Systems to provide appropriate device drivers and solutions for these system software platforms. The systems needs to be preloaded with Linux 14.04 or higher customized version approved by Hon'ble e-Committee.

### **13. Delivery Process**

- 13.1 All aspects of safe delivery shall be the exclusive responsibility of the Vendor. At the destination Site, the cartons will be opened only in the presence of concerned District Judge or a Nodal Officer identified by District Judge and Vendor's representative and the intact position of the Seal for not being tampered with, shall form the basis for receipt in good condition.
- 13.2 Vendor must apply to the respective authority for issue of road permit /waybill in time.
- 13.3 Delays on account of getting relevant permits shall not make vendors' eligible for waiver of penalties.
- 13.4 Delivery Challan needs to be signed and stamped on completion of delivery of items. In case any discrepancy with regard to sign, stamp or date etc on above delivery challan, a mail from concerned user/ Nodal Officer of Punjab and Haryana High Court may be treated as delivery challan.

- 13.5 The Vendor should install all the items at specified site without any additional charge.
- 13.6 Though Punjab State Legal Services Authority will provide all the necessary documents for ensuring smooth delivery of goods at the respective destinations, it is the responsibility of the vendor to delivery the goods in time. If any tax is required to be paid, the same will be reimbursed on actual basis.

#### **14. Penalty Calculation Process**

- 14.1 Any delay beyond the delivery and installation schedule as per purchase order will render the vendor liable for penalty at the rate as mentioned in the “Annexure 11: Penalty”.
- 14.2 Penalty will be charged on the non execution Purchase Order value and final payment will be made on full execution of Purchase Order.

#### **15. Installation Process**

- 15.1 During installation at site, if any item is found to be defective or broken, it will be replaced with new one by the vendor at its own cost and risk within 30 days from the date on which the vendor has been informed of such damage.
- 15.2 Consolidated Installation Report, based on the successful installations of the individual items, duly signed by concerned Secretary, DLSA or any Nodal Officer authorized by Punjab State Legal Services Authority, should be submitted to Punjab State Legal Services Authority along with the bills.
- 15.3 It may be noted that only the items technically tested/accepted as per Purchase Order shall be installed as per the schedule mentioned in “Annexure 10”

#### **16. Payment Process**

- 16.1 Payment will be processed as per the “Annexure 12: Payment”.
- 16.2 Payments shall be subject to deductions of any amount for which the empanelled agency is liable under the empanelment or tender conditions. Further, all payments shall be made subject to GST as per Income-Tax Act.

#### **17. Onsite Warranty Maintenance**

- 21.1 The warranty period for the systems shall be taken into account as per the “Annexure 8” from the date of completion of supply of products, its successful installation/commissioning and acceptance by Punjab State Legal Services Authority, including free spare parts, kits etc, whichever is later.
- 21.2 During warranty period, besides service/maintenance of Hardware and its peripherals and System Software and all driver software up-gradation, installing patches and services shall also be provided at no extra cost.
- 21.3 The vendor should provide support for all supplied items in all the District Legal Service Authorities, as mentioned in the Annexure 9: Support during warranty period.
- 21.4 The vendor should fulfill the following conditions during warranty period:
  - i. Any failure in the system or a subsystem thereof should be rectified within maximum period of 48 hours of lodging complaint at State Capitals and Sites with-public air-transport facilities. Normal transit time not exceeding 24 hours additionally will be allowed if the Site happens to be other than State Capital and Sites without public air-transport facilities.

- ii. If any of the system is down beyond two Working days (at State Capitals & Sites with public air-transport facilities) or 3 working days (at other District Sites) or 5 working days (at Block/Tehsil/Taluka Sites) as the case may be, penalty will be charged or recovered from out of withheld amount towards penalty per day per system at the rate of given in the “Annexure 11: Penalty”.
- iii. Any system, failing at subsystem level at least three times in three months, displaying chronic system design or manufacturing defects or Quality Control problem or where the penalty amount on account of downtime for three months has crossed 15.0% of the system value, will be totally replaced by the Vendor at his cost and risk within 30 days, from the date of last failure.
- iv. On completion of the Warranty period, the Security Deposit, without any interest accrued, shall be released after satisfying that proper free warranty support has been provided during warranty period of five years for all the systems. If considered necessary, suitable amount of penalty shall be recovered from the Vendor out of either already due payments or from their Security Deposit, while releasing the Security Deposit. After expiry of warranty, Punjab State Legal Services Authority has option to enter into Annual Maintenance Contract with the supplier for post warranty maintenance of the systems as per the quoted price/negotiated price.

### **18. General Conditions**

- 18.1 For services required under the project at different court complexes, please refer to Annexure 9: Services to be provided.
- 18.2 No interest shall be payable for the Earnest Money Deposit and the No deviations from these terms and conditions will be accepted. Any violation thereof will lead to rejection of the bid.
- 18.3 The Security Deposits without any interest accrued, shall be released only after the expiry of the warranty period of the systems successfully.
- 18.4 The decision of Punjab State Legal Services Authority arrived during the various stages of the evaluation of the bids is final & binding on all vendors.
- 18.5 In case the empanelled vendor is found in-breach of any condition(s) of tender or supply order, at any stage during the course of supply/ installation/commissioning or warranty period, the legal action as per rules/laws will be taken.
- 18.6 Any attempt by vendor to bring pressure towards Punjab State Legal Services Authority's decision making process, such vendors shall be disqualified for participation in the present tender and those vendor may be liable to be debarred from bidding for Punjab State Legal Services Authority tenders in future for a period of three years.
- 18.7 The bidders shall give presentation on how they will meet the schedule of delivery & how they will successfully carry out the installation of hardware orders so as to meet the schedule. They also should specify their inventory management & manpower deployment at State level for smooth implementation of the Project during warranty. Vendor must have a web based complaint registration system in place to cater on line complaint registration and status monitoring from equipment installed locations across the country for the items supplied under the project. The system should have

- good response. During technical evaluation, bidder has to demonstrate their package.
- 18.8 It is mandatory for the bidders to strictly adhere to the schedule of delivery & installation of hardware systems during implementation of the Project.
- 18.9 Printed conditions mentioned in the tender bids submitted by vendors will not be binding on Punjab State Legal Services Authority. All the terms and conditions for the supply, testing and installation, payment terms, penalty etc. will be as those mentioned herein and no change in the terms and conditions by the vendors will be acceptable. Alterations, if any, in the tender bids should be attested properly by the vendor, failing which, the tender will be rejected.
- 18.10 Upon verification, evaluation / assessment, if in case any information furnished by the vendor is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.
- 18.11 No deviations from tender terms and conditions will be accepted. Any violation thereof will lead to the rejection of the bid.
- 18.12 Indemnity: The selected vendor shall indemnify the Punjab State Legal Services Authority against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware etc. and related services or any part thereof. Punjab State Legal Services Authority stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period. Punjab State Legal Services Authority also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower while working on the project.
- 18.13 Termination for Insolvency: Punjab State Legal Services Authority may at any time terminate the purchase order / contract by giving written notice of four weeks to the Supplier, without any compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent.
- 18.14 Punjab State Legal Services Authority will not be responsible for any misinterpretation or wrong assumption by the vendor, while responding to this tender.
- 18.15 Force Majeure: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part

or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the contract.

**19. Definition for default :**

- 19.1 Default is said to have occurred
- i. If the Supplier fails to accept the Purchase Orders
  - ii. If the supplier fails to deliver any or all of the services within the time period(s) specified in the purchase order or during any extension thereof granted by Punjab State Legal Services Authority.
  - iii. If the supplier fails to perform any other obligation(s) under the contract
- 19.2 If the agency defaults on (I) of above circumstances, his Bid security (EMD)/BG received against this empanelment will be forfeited and empanelment will be cancelled.
- 19.3 If the agency defaults on II & III of above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from Punjab State Legal Services Authority (or takes longer period in spite of what Punjab State Legal Services Authority may authorize in writing), Punjab State Legal Services Authority may terminate the contract / purchase order in whole or in part. In addition to above, Punjab State Legal Services Authority may at its discretion also take the following actions:
- i. Punjab State Legal Services Authority may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier shall be liable to compensate Punjab and Haryana High Court for any extra expenditure involved towards goods and services to complete the scope of work in totality or 10 % of the work order as cancellation charges whichever is higher.

**20. Arbitration:**

If any question, difference or objection whatsoever shall arise, in any way connected with or arising out of this contract or the meaning or operation of any part thereof or the rights, duties or liabilities of either party than save in so far as the decision of any such matter is here in before provided for and has been so decided every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly in whether the contract should be terminated or has been rightly terminated in whole or part and as regards the rights and obligations of the parties as the result of such termination, shall be referred for arbitration to the Punjab State Legal Services Authority or any other officer/official appointed by him and his decision shall be final and binding. And where the matter involves a claim of the amount if any awarded in such arbitration shall be recoverable in respect of the matters so referred. All disputes will be settled within the jurisdiction of SAS Nagar (Mohali).

**21. Applicable Law**

- i. The department shall be governed by the laws and procedures established by Govt. of Punjab, within the framework of applicable

legislation and enactment made from time to time concerning such commercial dealings/processing.

- ii. All disputes in this connection shall be settled in SAS Nagar (Mohali) jurisdiction.
- iii. Punjab State Legal Services Authority reserves the right to cancel this tender or modify the requirement, at any stage of Tender process cycle.
- iv. Punjab State Legal Services Authority also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective vendors / parties to be kept informed about it.
- v. Punjab State Legal Services Authority in view of projects requirement may reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.
- vi. The vendor should provide with every System manual and related User manual, irrespective of the fact that more than one system may be meant for any location.

## Annexure-I

**AFTER SALE SERVICE CERTIFICATE****From:**

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**To**

Member Secretary,  
 Punjab State Legal Services Authority,  
 Site No. 126, Sector 69,  
 SAS Nagar (Mohali).

Whereas, we M/s (Bidder Name) are established & reputable manufacturers/authorized dealer for sales & services of (Make of items) of [items name] having service offices atleast at Chandigarh. The Details are as under:

Sr. No.	State Name	Service Centers	Contact details such as Names, phones, e-mails, website etc.	Manpower	Escalation Matrix
1.	Punjab				

We do hereby confirm that:

Services including repair/replacement of defective parts will be done by us and fully backed by (name of the principal). Replacement of defective Systems/parts will be done by equivalent or better systems/parts of the same make. We will attend all the complaints/service calls within 24 hours. Down time will not exceed beyond 48 hours. In case, down time exceed 48 hours then we will be liable to pay the penalty as per terms of tender document.

(Signature)

Name :

Designation :

(Head or Senior Executive of Firm)

Address :

Phone No :

Fax No :

Pager No :

Mobile No :

*Annexure 2*

## Undertaking

*Self-Declaration on not being blacklisted*

(To be enclosed with Technical bid)

Date: \_\_\_\_\_

## From

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

## To

Member Secretary,  
Punjab State Legal Services Authority,  
Site No. 126, Sector 69,  
SAS Nagar (Mohali).

I, \_\_\_\_\_ son of Sh. \_\_\_\_\_  
resident of \_\_\_\_\_ do hereby solemnly  
affirm and declare as under:-

That we M/s \_\_\_\_\_ hereby confirm  
that we M/s \_\_\_\_\_ has not been  
blacklisted by any State Government/ Central Government/ Public Sector Undertakings during  
the last three years and further confirm that our EMD/SD/Performance bank guarantee has not  
been forfeited by any State Government / Central Government / Public Sector Undertakings  
during the last three years due to our non-performance, non-compliance with the tender  
conditions etc.

That we M/s \_\_\_\_\_ hereby declare  
that all the particulars furnished by us in this Tender are true to the best of my/our knowledge  
and I/We understand and accept that if at any stage, the information furnished is found to be  
incorrect or false, I/We am/ are liable for disqualification from this tender and also are liable  
for any penal action that may arise due to the above.

That we M/s \_\_\_\_\_ certify that  
no refurbished components are used in the manufacturing and supply of Quoted Items and its  
related accessories / tendered items.

That in case of violation of any of the conditions above, We M/s \_\_\_\_\_  
understand that We M/s \_\_\_\_\_ are liable to be blacklisted by Punjab State  
Legal Services Authority for a period of three years from participating any tender published by  
Punjab Government.

DEPONENT

## Verification:

Verified that the contents of the above affidavit of mine are true and correct to the best of my  
knowledge and nothing has been concealed therein.

DEPONENT



*Annexure 3***Statutory Undertaking**

(To be enclosed with Technical bid)

Date: \_\_\_\_\_

To

Member Secretary,  
Punjab State Legal Services Authority,  
Site No. 126, Sector 69,  
SAS Nagar (Mohali).

I/We (Name of the Bidder) having registered office at (Address of the registered office) and local office at (Address of the local office), hereby declare and confirm that-

- 1) The contents of the Tender have been carefully gone through and we undertake to fully comply with the terms and conditions specified in the tender document including addendum, if any thereof.
- 2) I/We are not engaged into litigation as of date with any Government Department/ PSU/ Autonomous body on account of similar services for indulging in corrupt or fraudulent practices. We also confirm that we are not determined non-performing by any of the entities specified above.
- 3) Neither the Bidder nor any of its Directors are the subject of criminal or civil proceedings that could be expected to adversely affect its business or its ability to Bid in the present tender.
- 4) We understand that the technical Bid, if found incomplete in any respect and/or if found with conditional compliance or not accompanied with the requisite Bid Security/ Earnest Money Deposit, shall be summarily rejected.
- 5) We understand that if at any time, any averments made or information furnished as part of this Bid is found incorrect, then its Bid and the contract if awarded on the basis of such Bid shall be cancelled.
- 6) We offer to execute the work in accordance with the Terms of Reference and Conditions of Contract of this Tender.
- 7) The information provided in the technical proposal (including the attachments) is true, accurate and complete to the best of my knowledge & belief.

Authorized Signatory (ies)[In full and initials]: \_\_\_\_\_

Name and Title of Signatory (ies): \_\_\_\_\_

Name of Bidding Company/Firm: \_\_\_\_\_

Address: \_\_\_\_\_ *(Affix the Official Seal of the Bidding Company)*

**Annexure 4****Technical Compliance**

(To be enclosed with Technical bid)

Date: \_\_\_\_\_

To

Member Secretary,  
Punjab State Legal Services Authority,  
Site No. 126, Sector 69,  
SAS Nagar (Mohali).

I/We (Name of the Bidder) having registered office at (Address of the registered office) and local office at (Address of the local office), hereby declare and confirm that the specifications of the items (name of the item) offered match/exceed the ones quantified as minimum requirements in the Tender document.

Specifications for UPS with one hour backup:		Compliance Made: Yes/No
Quantity required:	62 Numbers	
Capacity	1 KVA LINE INTERACTIVE	
Input Voltage and Frequency	140-270 V, 47 to 53 Hz	
Output Voltage and Frequency (On Mains)	230 +/- 5 % with AVR (Automatic Voltage Regulation), 50 hz +/- synchronized with Input Power Frequency	
Output Voltage and Frequency (On Battery)	230 V +/- 3% with 50 Hz	
Backup Time	60 minutes	
Battery Type	Maintenance-free sealed Lead-Acid battery with suspended electrolyte : leakproof	
Overload Capacity	110%	
Efficiency	80% or more	
Output Wavetype	Quasi Sinewave or better	
Transfer Time	< 5 milliseconds	
Load Power Factor	0.6	
Other Features	Cold Start, Auto Start, Generator Compatible, No Load Shutdown	

Protections from	Surge, Short Circuit, Spikes, DC Undervoltage and Overload	
Indicators	Mains, On Battery, Charge, Overload	
Alarms	Low Battery, Mains Off, Tripping	
Operating Environment	0 - 40 °C	
Operating Relative Humidity	0 - 95%	
Audible noise at 1 meter from surface of unit	Not more than 50.00 dBA	
Output Sockets	3 or more with 3 pin	
Warranty	5 years Onsite including batteries	

Yours faithfully,

Authorized Signatory (ies)[In full and initials]: \_\_\_\_\_

Name and Title of Signatory (ies): \_\_\_\_\_

Name of Bidding Company/Firm: \_\_\_\_\_

Address: \_\_\_\_\_ *(Affix the Official Seal of the Bidding Company)*

## Annexure 5

**Certificate of Dealership/Authorization Letter/Warranty**

(To be provided by the OEMs of devices as mentioned in this tender document on their Letterhead) to be enclosed with Technical bid

Date: \_\_\_\_\_

To

Member Secretary,  
Punjab State Legal Services Authority,  
Site No. 126, Sector 69,  
SAS Nagar (Mohali).

Sir/Madam,

This is to certify that I/We am/are the Original Equipment Manufacturer in respect of the products listed below. I/We confirm that

- <Name of Bidder> have due authorization from us to provide product(s) listed below and related services of warranty, licensing and maintenance.
- We endorse the warranty, contracting and licensing terms provided by <Bidder> as per the requirement of this tender.
- We further undertake that we as an OEM of the below mentioned equipment will discharge all responsibilities under warranty for the period indicated in the contract, in case the Bidder fails to do the same for any reason.
- We also certify that the below mentioned product being supplied by the <Bidder> meets the minimum specifications given in the tender document as mentioned in tender reference number.....

The authorization will remain valid till <Date of renewal of dealership>

Sr. No.	Product Name
1	<Fill Model number and Product name>
2	...
3	
4	

Thanking You,

Yours faithfully,

Authorized Signatory (ies)[In full and initials]: \_\_\_\_\_

Name and Title of Signatory (ies): \_\_\_\_\_

Name of Bidding Company/Firm: \_\_\_\_\_

Address: \_\_\_\_\_ (Affix the Official Seal of the Bidding Company)

*Annexure 6**Undertaking for honoring warranty*

Authorized Undertaking from the Bidder to be enclosed with Technical bid

(Letter on the Bidder letterhead)

Date: \_\_\_\_\_

To

Member Secretary,  
Punjab State Legal Services Authority,  
Site No. 126, Sector 69,  
SAS Nagar (Mohali).

Sub: Undertaking for honoring warranty for the period indicated in the contract

This bears reference to our quotation Ref. \_\_\_\_\_ Dated \_\_\_\_\_

We warrant that,

- 1) All Products supplied by us shall be brand new (purchased within 2 months of the date of supply), free from all defects and faults in material, workmanship and manufacture. They shall be of the highest grade and quality and shall be consistent with the established industry standards.
- 2) We shall provide the documentary proof for warranty and proof of purchase at the time of deployment of infrastructure
- 3) None of the components and sub-components are declared "End-of-sale" by the respective OEM in next five (5) years as on date of submission of Bid.
- 4) If the infrastructure supplied by us is not-supported by the OEM during the period of contract for any reason, we will replace the product with a suitable higher alternate for which support is provided by the OEM at no additional cost to Indenting department and without impacting the performance or timelines of this engagement
- 5) We would provide on-site maintenance of the installed system for a period of five (5) years from the date of commissioning of the system within the price quoted by us in the Commercial Bid.

Yours faithfully,

Authorized Signatory (ies)[In full and initials]: \_\_\_\_\_

Name and Title of Signatory (ies): \_\_\_\_\_

Name of Bidding Company/Firm: \_\_\_\_\_

Address: \_\_\_\_\_ (Affix the Official Seal of the Bidding Company)

## Annexure 7

**Checklist to be enclosed with Technical bid**

We M/s \_\_\_\_\_ has enclosed documentary evidence for fulfilling the Eligibility in the Technical Bid and other requirement laid in the tender document.

S.No.	Clause	Documents Required	Documents submitted yes/no
1.	EMD should have been submitted.	2% of the total quoted tender value.  The Payment for EMD can be made in shape of Bank Draft in the name of Member Secretary, Punjab State Legal Services Authority.	
2.	The Bidder should be registered in India under the Indian Companies Act, 1956/Partnership firm/sole proprietorship firm and existing for the past 3 years	The bidder shall provide the Certificate of Incorporation for Registered Companies, Partnership Deed for Partnership Firms/GST Registration Certificate for Sole Proprietorship Firms.	
3.	Bidder must be an OEM of offered items or System Integrator/dealer/distributor. The OEM/SI/Dealer/distributor must have tie-ups/techno commercial collaboration with subsystems/peripheral manufacturer.	Certificate of dealership/authorization letter as per the Annexure-5 from OEM.	
4.	The minimum cumulative Turn-over of the bidding company during last three financial years should be Rs. 20.00 Crore	Audited Balance sheet of the Bidder for each of the last 3 financial years	
5.	The Bidder should have positive net worth (measured as paid-up capital plus free reserves) and should be a profit making company for atleast two years out of the last three audited financial years	Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years	
6.	The bidding company must be in the business of supplying offered items for the last three years.	Copy of Purchase Order issued in the name of Bidder and copy of the completion/ Performance Certificate for the above Purchase Order shall be submitted.	

S.No.	Clause	Documents Required	Documents submitted yes/no
7.	Should not have been black listed by any central/State Govt. Department/ Organization for breach of any applicable law or violation of regulatory prescriptions or breach of agreement as on date of submission of Bid.	An affidavit as per the Annexure-2 to be submitted by bidder	
8.	The Bidder must have successfully executed three orders each of minimum Rs. 10.00 lac in any Govt. Departments/ Organization India in last 3 years as on the date of submission of Bid.	Copy of the purchase order/a certified letter from the concerned Client confirming the date of engagement and successful completion of order.	
9.	In case Bidder is not an OEM then an authorized undertaking will be required from the OEM stating that OEM will discharge all responsibilities under warranty for the period indicated in the contract, in case the Bidder fails to do	Authorized undertaking from the OEM as per the Annexure-5	
10.	The bidder/OEM shall have minimum one service center at Chandigarh and district headquarter in Punjab.	In case of OEM's/bidder's Own Service Centre, copies of the landline telephone bills or valid rent agreement as on tender opening date shall be submitted as a proof for availability of the service centers.	
11.	ISO 9001:2008 Certificate issued in the name of OEM for Manufacturing Process and ISO 14001 Certificate issued in the name of OEM for handling of hazardous items in the manufacturing process.	Copies of valid ISO 9001:2008 and ISO 14001 Certificates.	
12.	The Bidder should have all necessary licenses, permissions, consents, NOCs, approvals as required under law for carrying out its business. The Bidder should have currently valid GST Registration Certificate and PAN No.	Copies of GST registration Certificate & PAN No.	

Yours faithfully,

Authorized Signatory (ies)[In full and initials]: \_\_\_\_\_

Name and Title of Signatory (ies): \_\_\_\_\_

Name of Bidding Company/Firm: \_\_\_\_\_

Address: \_\_\_\_\_ (*Affix the Official Seal of the Bidding Company*)



**Annexure 8: Warranty**

Sr.No	Description
1	The complete systems should be under 5 (Five) years free on-site comprehensive warranty Level 1 support service from the vendor and Level 2 support from OEM from the date of installation or 65 months free warranty support service from the date of delivery of the systems at site, whichever is early, including free provision of spare parts as and when necessary.
2.	<b>The vendor should fulfill the following conditions during warranty period:</b>
2(a)	Supplier will maintain enough spares in India (not less than 10%) so as to provide satisfactory on-site comprehensive maintenance services during the warranty period. Supplier will indicate the level of spares, 2(a) which will be stored by them in India for providing comprehensive onsite warranty services to Punjab State Legal Services Authority sites. Vendor will also provide a status report every six months through e-mail to Punjab State Legal Services Authority/user about the support related complaints lodged by different users and availability of spares at the vendor warehouse.
2(b)	Vendor would provide the helpdesk support services through telephone/e-mail where users can lodge their complaint. Each user will be assigned a unique trouble ticket number through which he should be able to track the action taken on his complaint through a support portal. The resident Project Manager at Delhi will maintain the list of trouble tickets being opened and closed.
2(c)	<b>The vendor should provide support for all supplied items in all the District/ Subordinate Courts as mentioned in the Annexure : Support during warranty period.</b>
2 (d)	Any failure in the equipments supplied / any accessories thereof should be rectified within maximum period of two Working days (at 2(d) State Capitals & Sites with public air-transport facilities) or 3 working days (at other District Sites) or 5 working days (at Block/Tehsil/Taluka Sites) as the case may be
2 (e)	If any of the system is down beyond two Working days (at State Capitals & Sites with public air-transport facilities) or 3 working days (at other District Sites) or 5 working days (at Block/Tehsil/Taluka Sites) as the case may be, penalty will be charged or recovered from out of withheld amount towards penalty per day per system at the rate of given in the “Annexure: 11 Penalty”.
3 (f)	Any system failing at subsystem level at least three times in three months, displaying chronic system design or manufacturing defects or quality control problem will be totally replaced by the vendor at his cost and risk within 30 days
3 (g)	Vendor shall visit each site at least once in every six months to carry out preventive maintenance and fine-tune the performance of the system besides regular service calls during warranty period.
3 (h)	Vendors shall attend the complaints lodged by the Punjab State Legal Services Authority /users during warranty period. In case of default by the vendor, penalty will be imposed as specified in the <b>Annexure: 11 Penalty</b> .
3 (i)	On completion of the Warranty period, the Security Deposit without any interest accrued shall be released after satisfying that proper free warranty support has been provided during warranty period of five years for all the systems. If considered necessary, suitable amount of penalty shall be recovered from the Vendor out of either already due payments or from their Security Deposit while releasing the Security Deposit. After expiry of warranty, Punjab State Legal Services Authority has option to enter into Annual Maintenance Contract with the supplier for post warranty maintenance of the systems.

**Annexure 9: Services to be provided**

Sr. No.	Description	Requirements
1.	Delivery of Items	<ul style="list-style-type: none"> <li>• At the destination site, the cartons will be opened only in the presence of Nodal Officer.</li> <li>• Inventories at all their service locations shall be maintained by the vendor(s) for immediate replacement of H/w items in case of failure.</li> </ul>
2.	Installations	<ul style="list-style-type: none"> <li>• Upon satisfactory installation of the equipment, vendor should obtain signed installation certificate from the Courts official after making the stock entry at their end and specify the same in the installation certificate. The same shall be submitted along with the bills by the vendor for payment.</li> <li>• <b>A sticker with label 'e-Court Project Phase-II' along with the Service Support Call Centre Number of the vendor should be pasted on each equipment.</b></li> </ul>
3.	Warranty	<ul style="list-style-type: none"> <li>• In case of a System (Hard Disk) failure, vendor will ensure recovery of data from the Hard Disk and its restoration, while making the system operational, at the site. However, vendor is not liable to provide any guarantee for Data Integrity. User will be encouraged to take regular backup of his data. Time lapsed in taking data back if any will not be counted for down time calculations.</li> </ul>
4.	Manpower Support	<ul style="list-style-type: none"> <li>• Vendor shall provide one resident Project Manager at Chandigarh from the date of empanelment whose responsibility will be to monitor the project and coordinate with the vendor representatives identified at each High Court</li> <li>• Also vendor shall exclusively post at least one resident engineer at each State Centre for ensuring smooth implementation and maintenance of the hardware systems supplied at District/Taluka Courts in the State during warranty period. These resident engineers will report to Punjab State Legal Services Authority e-Courts Project Coordinator in the State.</li> <li>• Vendor(s) shall formulate a centralized web-based monitoring mechanism for delivery, installation and maintenance of the hardware provided at District &amp; Subordinate courts during the warranty period. They should submit the periodical reports to Nodal Officer, Punjab State Legal Services Authority.</li> </ul>

**Annexure 10: Delivery and Installation**

Sr. No.	Location	Maximum period for delivery from the date of Purchase order	Maximum period for installation from the date of delivery
1.	Various District Legal Services Authorities in the State of Punjab	3 weeks	Immediately

**Note:** The installation schedule mentioned above entails all activities including delivery and installation of LAN active items, and delivery, installation of all hardware and related software items.

**Annexure 11: Penalty**

Sr. No.	Activity	Rate
1.	Failure in maintaining the <b>delivery</b> schedule	0.2% (Zero point two percent) per day subject to maximum of <b>15 days on the Purchase Order Value</b> , thereafter Punjab State Legal Services Authority holds the option for cancellation of the order and re-procure the same from any other vendor at the cost of the supplier and forfeit the EMD/ Security deposit of the vendor
2.	Failure in maintaining <b>installation</b> Schedule	0.2% (Zero point two percent) per day subject to maximum of <b>15 days as per “penalty described at point no III FOR PAYMENT ON ITEM INSTALLATION: in ANNEXURE: PAYMENT”</b> , thereafter Punjab State Legal Services Authority holds the option for cancellation of the order and re-procure the same from any other vendor at the cost of the supplier and forfeit the EMD/ Security deposit of the vendor.
3.	Maintenance during warranty period	0.2% (Zero point two percent) per day subject to warranty period maximum of 30 days <b>ON VALUE OF THE ITEM</b> , Thereafter Punjab State Legal Services Authority holds the option for cancellation of the order and re-procures the same from any other vendor at the cost of the supplier and forfeit the EMD/ Security deposit of the vendor. The un-installed items can be taken back by the vendor. In addition, vendor shall also be liable to pay to Punjab State Legal Services Authority a cancellation charge of 10% (Ten percent) of the value of unsupplied items.
4.	Replacement of the faulty system	Any system, failing at subsystem level at least three faulty system times in three months, displaying chronic system designer manufacturing defects or Quality Control problem or where the penalty amount on account of downtime has crossed 15.0% of the system value, will be totally replaced by the Vendor at his cost and risk within 30 days, from the date of last failure.
5.	Limitation of Liability	Taking into consideration all the above cases, the total penalty that can be levied on the vendor shall not exceed the purchase order value.

## Annexure 12: Payment

### I. PAYMENT SCHEDULE

A pre-receipted bill (five copies) shall be submitted to Punjab State Legal Services Authority **An invoice will contain the items ordered under one Purchase Order only. Bill / Invoice shall not be combined for more than one purchase order.**

**Payment shall be done as per the following schedule:**

- A. 90% on inspection and delivery of all items included in the purchase order.
- B. 10% on completion of installation of all items in the purchase order and submission of Performance Bank Guarantee of equivalent amount valid for 65 months from the date of installation. However, on completion of 1<sup>st</sup> year or period state below, the vendor has an option to submit revised Bank Guarantee as per details given below:-

Year	Amount
1 <sup>st</sup> year	30%
2 <sup>nd</sup> year	24%
3 <sup>rd</sup> Year	18%
4 <sup>th</sup> year	12%
5 <sup>th</sup> year	07%

### II. FOR PAYMENT ON ITEM DELIVERY:

**90% payment will be made on delivery of items at any specified site as per the following process:**

- 1) The vendor will deliver the items at designated Court complexes(s) as per the purchase order and obtain signature with date and stamp on Delivery Challan(s) of the concerned **Secretary, DLSA or his/her authorized person/nodal officer** at the district/taluka court.
- 2) The vendor will submit a copy of Delivery Challans to the **Secretary, DLSA or a Nodal Officer identified by the Judge.**
- 3) The vendor will submit the bills & original delivery challans to the Punjab State Legal Services Authority.
- 4) Penalty if any, will be imposed as per Annexure 11: Penalty

### III. FOR PAYMENT ON ITEM INSTALLATION:

**Balance 10% payment will be made after complete installation of all items as per the following process:**

- 1) Vendor has to install the ordered items and will prepare **installation report** for each District Court/Taluka Courts as per the purchase order and get it signed by the concerned **Secretary, DLSA or his/her authorized person/nodal officer.**
- 2) Based on these installation reports, the vendor will further prepare a **consolidated installation report** consisting of serial no. of each ordered and installed item, location of installation, date of installation, etc. Please refer to format attached below. **This consolidated installation report will be District-wise only.**
- 3) The vendor will submit all **original installation reports**, which would include District/Taluka Courts under the jurisdiction of a particular District Court to the DIO concerned/District Courts pre-designated officer.
- 4) The consolidated installation report will be duly signed with date and stamped by the Secretary DLSA / nodal officer identified by Secretary, DLSA.
- 5) Vendor will submit the following documents:-
  - i) One copy of **consolidated installation reports** along with Original installation report to Punjab State Legal Services Authority, alongwith Bank guarantee of equivalent amount valid upto 1 month more than expiry of warranty period.

- ii) **Original Installation reports** to concerned Secretary, DLSA.
- iii) Site wise **Installation reports & Consolidated installation reports** on DVD/CD Rom to concerned Secretary, DLSA.
- iv) One DVD/CDROMs at Punjab State Legal Services Authority, S.A.S. Nagar, along with bills.

**IV FOR PART PAYMENT of 10% AGAINST INSTALLATION IN CASE OF MULTI-LOCATION SITES and SITE NOT READY CASES**

a. In case, it is a multi-location Purchase order say PO No 12345 and locations are Site A , Site B... and Site Z and ALL SITES ARE READY for installation, vendor will raise a single invoice for PO No 12345 and payment will be released by Punjab State Legal Services Authority taking into account the installation schedule. For calculating penalty if any, each site will be treated as a separate independent case and penalty will be imposed on the pro-rata value of the site PO.

b. In case, it is a multi-location purchase order say PO No 12345 and locations are Site A , Site B... and Site Z and SOME sites are NOT ready for installation, vendor will obtain the Site Not Ready (SNR) certificate duly signed and stamped from the USER for all those sites which are not ready. Vendor will be in constant touch with the User to know the status of SITE READINESS. Vendor is supposed to finish the installation work within 15 days from the date of intimation of SITE READINESS. Vendor will raise a single invoice for all the remaining sites where site not ready reported earlier and no Penalty is applicable in such cases provided all the documents are in order. However, if vendor fails to install within 15 days of such intimation, penalty will be imposed site wise and on pro-rata value of site PO.

V However it is emphasized that the balance payments against installation (30%) will be done only in two parts

- i) 1st Part - For locations where installation is complete in all respect site wise
- ii) 2nd Part- Balance amount after installation in all remaining sites where site not ready reported earlier.

iii) In the case of delay in installation, penalty will be charged site wise i.e. for each delayed site, the penalty will be charged on the number of days installation is delayed.

CONSOLIDATED PROOF OF INSTALLATION REPORTS AT DISTRICT COURT, (NAME)

Page of XX

Purchase Order Number:			Purchase order Date:			
Sr. No.	District Legal Services Authority Name & Address	Item Name	Serial NO. of Item	Date of installation	Name of the Nodal Officer	Remarks

All items have been delivered & successfully installed at each site as per the purchase order.

(Secretary, DLSA/  
Nodal Officer)  
(Sign & Stamp)

OR

(Vendor Representative)  
(Sign & Stamp)

Please ensure that signatures are taken on each page of the consolidated report.

**CORRIGENDEM-1**

1. Reference to the tender reference number Tender/PULSA/2018/2, quantity for the purchase of the UPS has been