

**Tender Document for the Supply, Installation and
Maintenance of Laptops for the Judicial Officers of the
State of Kerala**

**THE HIGH COURT OF KERALA
Ernakulam, Pin - 682 031
Ph : 0484 2562726/2562727**

THE HIGH COURT OF KERALA

Tender Notice

ECC5/63091/2014

Dated: 25.01.2017

Invitation to Bidders/ Important Information

The High Court of Kerala (hereinafter referred to as High Court) invites online bids in one cover system through <http://etenders.kerala.gov.in/> from Original Equipment Manufacturers or their National distributors /dealers (hereinafter referred to as "Bidder" or "Tenderer" till the award of Contract and thereafter on award of contract, referred to as "Vendor/Contractor/Supplier/Successful Bidder/Successful Tenderer") for the supply, installation, commissioning and maintenance of laptops (**with Manufacturer warranty for minimum Five years including Adapter and Battery**) as per the technical specifications and in accordance with the various provisions of this tender document. The successful Bidder shall be finalized based on competitive bidding process. The bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

Bid Inviting Authority	High Court of Kerala
Tender Notification Reference	Tender No.ECC5/63091/2014 Dated 25.01.2017
Contact Person	Registrar (Recruitment and Computerisation), High Court of Kerala. Ph: 0484 - 2562726
Name of work	Supply, installation, testing and maintenance of Laptops for the Judicial Officers in the State of Kerala
Mode of Tender Submission	Tender should be submitted online at http://etenders.kerala.gov.in/

Approximate cost	₹ 46,00,000/- (Rupees Forty Six Lakhs only)
Tender Document Fee (Non refundable)	₹ 7,300/- (Rupees Seven Thousand Three Hundred Only)
Earnest Money Deposit (EMD)	₹ 46,000/- (Rupees Forty Six Thousand Only)
Delivery of Sample/Demonstration	Within one week from the date of opening of the tender.
Last date and time of submission of the bid	16.02.2017 01:00 PM
Date and time of opening of the bid	20.02.2017 02:00 PM
Bid Validity Period	Upto the completion of 180 days from the date of opening of the bid.
Tentative date of completion of the work	10 days before the completion of the financial year 2016 – 2017. (The period mentioned in the supply order shall be final.)

Note: *The dates furnished above are subject to revision.*

1. This tender document is not transferable. Tender Document shall be available only on the Internet and shall not be available for sales elsewhere.
2. The High Court reserves the right to amend or cancel the tender in part or in full without prior notice at any point of time.
3. If the High Court deems it appropriate to revise any part of this tender document or to issue additional data to clarify an interpretation of provisions of this tender document, it may issue supplements to this tender document. Any such supplement shall be deemed to be incorporated by this reference to this tender document.
4. The High Court reserves the right to reject the bid of parties who have failed to provide adequate after sales support for the products supplied against various orders.
5. Supplier shall provide access to their Website so that the High Court can verify whether the warranty and coverage / scope details are updated in the website as per the order.
6. Supplier shall provide access to the Call logging Website so that the High Court can monitor the calls logged. Daily call reports are to be

provided.

7. Liquidated Damages (LD) will be charged for delayed supply. Furthermore, if the delay exceeds 4 weeks after the scheduled date of supply, such suppliers will not be considered for the subsequent tenders.
8. The Special Instructions to the Contractors/Bidders for the e-submission of the bids are given under “Help to Contractors” in website <http://etenders.kerala.gov.in>

Sd/-

The Registrar

Recruitment and Computerisation

Ernakulam

25.01.2017

GENERAL CONDITIONS

Online tenders are invited for the supply of the items having specification mentioned in **Annexure 1.**

1. The bidders should submit the tenders online through the web portal "etenders.kerala.gov.in" of the Govt. of Kerala.
2. The tenders should be in the prescribed format. The bidder shall submit the bid document online in PDF/xls/rar/dwf format well in advance before the prescribed time. Bidder shall scan the documents in normal resolution. The tender document fee once paid will not be refunded. The bidder should submit the letter as per **Annexure 2.** The information about the bidder (Bidder profile and Financial Status) should be submitted as per **Annexure 3A & 3B.** Tenders not in the prescribed form are liable to be rejected. The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection.
3. Intending tenderers should submit their tenders well in advance before the prescribed time. The bids will be accepted only through online mode and no manual submission of the same will be entertained. Any bid which is submitted manually shall not be considered for evaluation. The rates will be considered firm for acceptance till the date mentioned below. Tenders not stipulating period of firmness and tenders with price variation clause and/or 'subject to prior sale' condition are liable to be rejected. The bidder will provide the compliance status, deviations if any, as specified in **Annexure 4 & 5.**
4. (a) Every tenderer who has not registered his name with the state Government (Stores Purchase Department), should remit earnest money for a sum mentioned above. The bidders should remit the EMD online using the payment gateway of SBT.
(b) Tenderers whose names are registered with Government (Stores Purchase Department) are generally exempted from furnishing earnest money for such articles for which they have registered their names. If they tender for stores other than those for which they have registered their names, they will have to furnish earnest money as in the case of unregistered firms. Registered firms will have to quote invariably in every tender they submit the registration number assigned to them by the Stores Purchase Department.
(c) (i) Micro, Small & Medium Enterprises and Cottage Industries and Industrial co-operatives within the State which are certified as such by the Director of Industries and commerce or by the Regional Joint Directors of Industries and Commerce will be exempted from furnishing earnest money deposits in support of tenders submitted by them to High Court of Kerala. The Khadi and village Industries Co-operative Societies and the institutions registered under the Literary, Scientific and Charitable Societies Act and financed by the Kerala Khadi and Village Industries Board within that State which are certified as such by the Secretary, Kerala Khadi Village Industries Board will be exempted from furnishing earnest money deposits in support of tenders submitted by them to High Court of Kerala. Government Institutions/State Public Sector Industries which manufacture

and supply stores will also be exempted from furnishing earnest money for tenders submitted by them.

(ii) Micro and Small Enterprises and Industrial Co-operatives within the State which have been registered as such with the Industries Department (Department under the control of the Director of Industries and Commerce) on furnishing proof of such registration will be exempted from furnishing security deposit against contracts for supply of stores manufactured by them provided that an officer of and above the rank of Deputy Director of Industries and commerce having jurisdiction over the area also certifies to the soundness and reliability of the concerns to undertake the contracts. The Khadi and Village Industries Co-operative Societies within the State which have been registered as such with the Kerala Khadi and Village Industries Board and the institutions registered under the Literary, Scientific and Charitable Societies Act and which are financed by the Board within the State on furnishing proof of such registration will be exempted from furnishing security deposits against contracts for supply of stores manufactured by them provided that the Secretary, Kerala Khadi and Village Industries Board also certifies to the soundness and reliability of the concerns to undertake the contracts. Government Institutions or any Institutions listed in Annexure 16 of Stores Purchase Manual of Government of Kerala, which supplies stores, and Government of India Undertaking will also be exempted from furnishing security in respect of contracts for supply of stores.

In the matter of purchase of stores by the High Court of Kerala, Small Scale Industrial Units sponsored by the National Small Scale Industries Corporation Limited, New Delhi and in respect of which competency certificates are issued by the Corporation will be exempted from payment of Earnest Money Deposits and Security Deposits.

5. The tenders will be opened on the appointed day and time in the office of the undersigned, in the presence of such of those tenderers or their nominees who may be present at that time.
6. (a) The Bidder is allowed to modify or withdraw its submitted bid any time prior to the last date prescribed for receipt of bids, by giving a written notice to the High Court.
(b) Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.
(c) The Bidders cannot withdraw the bid in the interval between the last date for receipt of bids and the expiry of the period fixed for keeping the rates firm for acceptance.
(d) If any tenderer withdraws from his tender in the interval between the last date for receipt of bids and the expiry of the period fixed for keeping the rates firm for acceptance the earnest money if, any, deposited by such bidder will be forfeited to the Govt. of Kerala or such action taken against him as High Court of Kerala think fit.

7. Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.
8. (a) The tenderer shall clearly specify whether the articles offered bear Indian Standards Institution Certification Mark or not. In such cases, they shall produce copies of Certification mark along with their tender in support of it.
(b) Tenderers shall clearly specify whether the goods are offered from indigenous sources, from imported stocks in India or from foreign sources to be imported under a license. High Court of Kerala reserves the right to reject offers for import of goods if the Import Trade Control Policy in force at the time of award of the contract prohibits or restricts such imports.
(c) The Bidder should comply the Circular No.07/02/08 of the Govt. Of India Central Vigilance Commission and should submit an undertaking of authenticity for selling and supporting the components offered under this project as per **Annexure 6**.
9. The final acceptance of the tenders rests entirely with the High Court of Kerala who do not bind themselves to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them.
10. The successful tenderer should be prepared to guarantee satisfactory performance of the materials for a definite period under a definite penalty.
11. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfillment of the contract within the period to be specified in the letter of acceptance. The High Court of Kerala reserves the right, at the time of award or during the contract, to increase or decrease the quantity of any of the equipment by 25% of the tendered quantity without change in other terms and conditions. The contractor shall have to pay all stamp duty, lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out in para 12 below.
12. (a) The successful tenderer shall, before signing the agreement and within the period specified in the letter of acceptance of his tender should submit a Bank Guarantee in the format as per **Annexure 7**, for a sum equivalent to 5 per cent of the value of the contract as security for the satisfactory fulfillment of the contract. The Bank Guarantee should be from a Nationalized bank or any scheduled commercial bank. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited to Government and contract arranged elsewhere at the defaulter's risk and any loss incurred by High Court of Kerala on account of the purchase will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby. If the defaulting firm is a registered firm their registration is liable to be cancelled.
(b) In cases where a successful tenderer, after having made partial supplies fails to fulfill the contracts in full, all or any of the materials not supplied may at the discretion of the Purchasing Officer, be purchased by means of another tender/

quotation or by negotiation or from the next higher tenderer who had offered to supply already and the loss, if any, caused to the High Court of Kerala shall thereby together with such sums as may be fixed by the High Court of Kerala towards damages be recovered from the defaulting tenderer.

(c) Even in cases where no alternate purchases are arranged for the materials not supplied, the proportionate portion of the security deposit based on the cost of the materials not supplied at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.

(d) If the contractor fails to deliver all or any of the stores or perform the service within the time/period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, a sum equivalent to 0.5% or 1% of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performance, upto a maximum deduction of 10% of the contract prices of the delayed stores or services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.

Note : *The Bank Guarantee furnished as security deposit should be valid at the time of signing the contract and it should remain valid upto the end of the **3 months** after the expiry of the Warranty period.*

13. The security deposit shall, subject to the conditions specified herein, be returned to the contractor within three months after the expiration of the contract, but in the event of any dispute arising between the High Court of Kerala and the contractor, the High Court of Kerala shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from the High Court of Kerala to the contractor. In all cases where there are guarantee for the goods supplied the security deposit will be released only after the expiry of the guarantee period. If the Security is not released even after the completion of one year, from the date of expiry of the period of contract provided there are no complaints against the contractor, interest at the rate of interest paid for S.B. accounts by nationalized banks will be paid on the Security Deposit.

(a) "If the Security Deposit is not released within the period specified for no fault of the Contractor, the loss incurred to the High Court of Kerala shall be made good from the Officer responsible for the belated release of the Security Deposit."

14. (a) (i) All payments to the contractors will be made by the Purchasing Officer in due course through Real Time Gross Settlement (RTGS) service of the Banks in accordance with the instructions of the government of India, Reserve Bank of India and the State Government.
- (ii) The vendor is required to furnish the following details (along with the invoices) such as: Name of the Bank, Branch name with its IFS Code (IFSC) and the Bank Account Number to which the amount is to be credited to facilitate the fund transfer through RTGS system.

(b) All incidental expenses incurred by the High Court of Kerala for making payments outside the district in which the claim arises shall be borne by the contractor.

15. The tenderers shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly within fifteen days/within one month after successful installation.
16. Ordinarily payments will be made only after the supplies are actually verified and taken to stock but in exceptional cases, payments against satisfactory shipping documents including certificates of Insurance will be made up to 90 percent of the value of the materials at the discretion of High Court of Kerala. Bank charges incurred in connection with payment against documents through bank will be to the account of the contractor. The firms will produce stamped pre-receipted invoices in all cases where payments (advance/final) for release of railway receipts/shipping documents are made through banks. In exceptional cases where the stamped receipts of the firms are not received for the payments (in advance) the unstamped receipt of the Bank (i.e., counterfoils of pay-in-slips issued by the Bank) alone may be accepted as a valid proof for the payment made.
17. The contractor shall not assign or make over the contract on the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the purchasing officer who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the sub-contractor upon such rescission. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.
18. In case the contractor becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection on behalf of or his creditors, or in case any receiving order or orders, for the administration of his estate are made against him or in case the contractor shall commit any act of insolvency or case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall, thereupon, after notice given by the purchasing Officer to the contractor, be determined and the High Court of Kerala may complete the contract in such time and manner and by such persons as the High Court of Kerala shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the High Court against the contractor or his sureties in respect of any breach of contract therefore committed by the contractor. All expenses and damages caused to High Court by any breach of contract by the contractor shall be paid by the contractor to the High Court, and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

19. (a) In case the contractor fails to supply and deliver any of the said articles and things within the time provided for delivery of the same, or in case the contractor commits any breach of any of the covenants, stipulations and agreements herein contained, and on his part to be observed and performed, then and in any such case, it shall be lawful for High Court of Kerala (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of the High Court of Kerala by an order in writing under the hand of the Purchasing Officer put an end to this contract and in case the High Court shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses or other money shall then or any time during the continuance of this contract be payable by the contractor to the High Court of Kerala under and by virtue of this contract, it shall be lawful for the High Court of Kerala from and out of any moneys for the time being payable or owing to the contractor from the High Court under or by virtue of this contract or otherwise to pay and reimburse to the High Court all such costs, damages and expenses they may have sustained, incurred or been put to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and also all such difference in price, compensation, loss, costs, damages, expenses and other moneys as shall for the time being be payable by the contractor aforesaid.
(b) In case any difference or dispute arises in connection with the contract, all legal proceeding relating to the matter shall be instituted in the Court within whose jurisdiction the office of the Purchasing Officer situates.
20. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Purchasing Officer or High Court of Kerala or any other person authorized by the High Court and set off against any claim of the Purchasing Officer or High Court of Kerala for the payment of a sum of money arising out of or under any other contract made by the contractor with the Purchasing Officer or High Court of Kerala or any other person authorized by the High Court. Any sum of money due and payable to the successful tenderer or contractor from the High Court shall be adjusted against any sum of money due to High Court of Kerala from him under any other contracts.
21. Every notice hereby required or authorized to be given may be either given to the contractor personally or left at his residence or last known place of abode or business, or may be handed over to his agent personally, or may be addressed to the contractor by post at his usual or last known place of abode or business or may be intimated through e-mail of the contractor/representative of the contractor/office of the contractor and if so addressed and posted, shall be deemed to have been served on the contractor on the date on which, in the ordinary course of post, a letter so addressed and posted would reach his place of abode or business.
22. The tenderer shall undertake to supply materials according to the specification.

23. (a) No representation for enhancement of rates once accepted will be considered. However, in exceptional cases if High Court of Kerala is convinced of any compelling need for enhancement of rate, it may do so.
 (b) In the case of imported goods, when the price accepted is the ex-site price quoted by the tenderer, the benefit of any reduction in the c.i.f. price should accrue to the High Court of Kerala.
24. Any attempt on the part of the tenderers or their agents to influence the High Court in their favour by personal canvassing with the Officers concerned will disqualify the tenderers.
25. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in supplies or failure to supply within the stipulated period.
26. (a) The demonstration of the samples shall be demanded by the High Court at any stage. The tenderers or their authorized persons with authorisation letter should demonstrate the operational methods of the items/materials/machines and other features at their own cost. The date, time and venue of the demonstration of samples will be intimated as per the resolutions of the High Court. Samples sent by V.P. Post or 'freight to pay' will not be accepted. The High Court of Kerala will not be responsible if any sample is found missing at any time due to the non-observance of the provisions of this clause. Tenderers whose samples are received late will not be considered. Tenders for the supply of materials are liable to be rejected unless samples, if called for, of the materials tendered for are forwarded. Should any demonstrated, inspected or tested items fail to conform to the specifications insisted, the High Court may reject them. No deviation from the approved sample is allowed.
 (b) The bidder shall keep the samples approved by the High Court at the places insisted by the High Court for a specified time at the cost of the bidder for verifying the consistency in performance of such items.
27. (a) The prices quoted should be inclusive of all taxes, duties, cesses, etc., which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract.
 (b) In case payment of customs/excise duty is to be made by the Purchasing Officer, the Purchasing Officer will pay the duty on the "unloaded invoice price" only in the first instance, any difference being paid when the tenderer produces, the final assessment orders later.
28. The tenderer will invariably furnish the following certificate with their bills for payment:-
 "Certified that the goods on which sales tax/VAT has been charged have not been exempted under the Central Sales Tax Act or State Value Added Tax Act or the Rules made there under on these goods are correct under the provisions of the relevant Act or the rules made there under, Certified further that we (or our Branch or agent) (Address).....
 are registered as dealers in the State of"

under Registration No. for purposes of sales tax.”

29. Special conditions, if any, of the tenderers attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by the Purchasing Officer.
30. (a)The High Court of Kerala may terminate the tender process at any time without assigning any reason. The High Court of Kerala makes no commitments, expressed or implied that this process will result in a business transaction with anyone.
(b)This tender does not constitute an offer by the High Court of Kerala. The bidder's participation in this process may result in the High Court of Kerala selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not however signify a commitment by the High Court of Kerala to execute a contract or to continue negotiations. The High Court of Kerala may terminate negotiations at any time without assigning any reason.
31. The tenderer should submit along with his tender an agreement executed and signed in Kerala Stamp Paper of value Rs 100/- purchased in the Kerala State. A specimen form of agreement is also given in this **Annexure 8**. Tenders without the agreement in stamped paper will be rejected outright. But in deserving cases where agreement has not been received, the purchasing officer may exercise his discretion and call upon such tenderer to execute the agreement within a period of ten days from the date of issue of such intimation, if the Purchasing Officer is satisfied that the omission to forward the agreement along with the tender was due to causes beyond the control of the tenderer and was not due to any negligence on his part. Agreement received from a tenderer after the above time limit will not be considered.

GENERAL INSTRUCTIONS

1.Pre-Qualification Eligibility Criteria

The following are the conditions, which are to be necessarily fulfilled, to be eligible for the technical evaluation of the proposed items. Only those interested bidders who satisfy the following eligibility criteria should respond to this tender document:

No.	Clause	Documentary Proof
1	The bidder should be a company registered under the Indian Companies Act 1956 or under proprietorship / partnership firm since last 3 years.	a)In case of Company: *Certificate of incorporation / Company registration certificate. *Memorandum and Articles of Associations. *Valid VAT/ Sales tax registration certificate. *Valid Income tax registration certificate. b)In case of Proprietorship:

		<p>*Valid VAT/ Sales tax registration certificate</p> <p>*Valid Income Tax registration certificate</p> <p>*Copy of PAN</p> <p>*Solvency Certificate from the banker(s) showing the solvency of minimum Rs. 1 Crore</p> <p>c)In case of Partnership:</p> <p>*Details of Partners and copy of Partnership deed with the certificate of registration of the firm.</p> <p>*Memorandum of Understanding in Stamp paper Signed by all the partners authorizing one of the partners to bid for the project * Valid VAT/ Sales tax registration certificate * Details of the existing Partners * Copy of PAN of all the partners * Solvency Certificate from the banker(s) showing the solvency of minimum Rs. 1 Crore.</p>
2	Bidder should be an established IT hardware supplier and should have been in the business in India for a period exceeding three years as on 19.12.2015.	Work orders confirming year and area of activity as per Annexure 12 .
3	Tender Document Fee and EMD payment proof	Proof of payment of the Tender Document Fee and EMD.
4	The bidder should have successfully supplied, installed commissioned and maintained at least 3 similar projects	Citations as per format specified in Annexure 9 for orchestrating past experience in successful execution of projects described in this tender document. The Citations must be supported with client certificates/ appreciation letter issued by a competent authority on behalf of the client
5	Profile of Bidder	See Annexure 3
6	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.	Declaration in this regard by the authorized signatory of the bidder.
7	The bidder should have an office in Kerala State and this should be an existing set up established prior to 19.12.2015.	*Relevant Documents. *List of service centres and service personnel in each district with address and contact person's name, phone no. and URL of complaint logging website.
9	The Bidder should have direct	*Undertaking of authenticity (as per the

	authorization from the Original Equipment Manufacturers (OEM) for selling and supporting the components offered under this project.	<p>Annexure 6) for the items offered.</p> <p>*In case of National distributors/ dealers, the bidder should attach a valid Proof of Dealership / Distributorship from the OEM for the Schedule of items quoted and the certificate shall be valid for the next six months minimum.</p> <p>*Confirmation that the products quoted are not end of-life products.</p>
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Note:*The High Court of Kerala reserves the right to verify, if it so desires, the correctness of documentary evidence furnished by the bidder. (In the absence of the above documents, the bid is likely to be rejected.)*

2. Scope of Work

2.1. Scope of Hardware supply & installation

The scope of work of the Bidder with respect to the hardware supply and installation is given below:-

1. Supply of the items as per the specification mentioned hereafter, to the Subordinate Courts / Judicial Officers in the State, along with the necessary software if any.
2. The list of Subordinate Courts and Judicial Officers in the State will be intimated to the tenderer to whom the supply order is issued.
3. The vendor needs to get the factory acceptance test done for the products listed in the Bill of Quantities/Material Requirement Summary or contract.
4. The Bidder must not bid/supply any equipment that is likely to be declared end of sale within the warranty period.
5. The contractor shall obtain the dated signature and stamp of the Officer concerned in the Installation/User Acceptance report (as per **Annexure 13**) after the successful installation of the items. The date of signing the installation report by the Officer concerned will be considered as date of successful installation/User Acceptance of the items.

2.2. Technical Documentation

1. The technical documentation involving detailed instruction for operation and maintenance is to be delivered with every unit of the equipment supplied. The language of the documentation shall be in English.
2. Such manuals shall include illustrated catalog, reference manuals, technical manuals and operation manuals for the purpose of operating the hardware.
3. The sets of documents and manuals, supplied and delivered by the proponent shall be in reasonable detail and be current at the time of delivery be in English language.

2.3. Warranty & Maintenance

1. The warranty for all the Hardware shall remain valid for a minimum period of **Five** years from the date of successful installation. The offer shall be inclusive of a comprehensive on site Manufacturer Replacement Warranty for **5** (Five) years. The vendor should also provide comprehensive on-site maintenance for **5** years from the date of User Acceptance, including **Five** years of the above mentioned warranty. Items having life time warranty shall be indicated separately. This would include maintenance for overall hardware and end-user problem resolution.
2. During the Warranty period, vendor warrants that the goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in materials unless provided otherwise in the Contract. The vendor further warrants that the items supplied shall have no defect arising from the design, materials or workmanship or any act or any omission.
3. During the warranty period, the vendor shall repair/replace at the installed site, at no charge to the High Court/Subordinate Courts/Judicial Officer, all defects/bugs/non-performance of the equipment/services detected or reported to the supplier, without any extra cost.
4. The vendor shall ensure that the warranty complies with the agreed Technical Standards, security requirements, operating procedures and recovery procedures. (Also see **Annexure 14**)
5. Any component that is reported to be defective on a given date should be fully repaired or replaced immediately within the time frame stipulated in the final agreement. If the supplied item is not repairable within such limit or if the contractor intends to take up the item/machine for repairs for a period exceeding such limit, the contractor should provide a substitute item temporarily which is equivalent in performance and specification so that the routine work of the office is not disrupted. The substituted item/device/machine shall be taken back only after the original item/machine/device is re-installed after resolving the defect. This clause is effective in case of failure of the substituted item/machine as well. Failure to comply this gives right to the High Court to impose penalty on the contractor as per the provisions in General Condition and final agreement.
6. The vendor is not allowed to use refurbished components/items while repairing/replacing the defective materials.
7. The vendor shall carry out Preventive Maintenance (PM), including cleaning of exterior and interior of the supplied hardware and testing for virus, if any, and should maintain proper records for such PM.
8. If a item/machine is reported to be defective for three times within a period of 6 months, instead of repairing such item/machine the vendor should replace the item/machine with a new one within one week from the date of reporting the third complaint by the user.
9. The warranty period for the systems shall be taken into account as per the "**Annexure 10**" from the date of completion of supply of products, its successful installation/commissioning and acceptance by the High Court of Kerala.
10. During the Warranty/AMC period, if the supplier fails to repair/replace the items supplied, as per the provisions in the General Conditions and the final agreement, the High Court of Kerala reserves the right to replace the items with new ones at the Bidder's cost. All cost for such replacements shall be made by forfeiting the Security Deposit of the supplier.

2.4. Deliverables

1. Hardware components to be deployed
2. User Acceptance/Installation Report of Hardware and accessories (as per **Annexure 13**).
3. Adequate resources (including HR) for online processing / tracking of the provided online system for delivering after sale services.

3. Instruction to Bidders

Bidders are advised to study this tender document carefully before participating. It shall be deemed that submission of bid by the bidder has been done after their careful study and examination of the tender document with full understanding to its implications. Any lack of information shall not in any way relieve the bidder of his responsibility to fulfill his obligations under the Bid.

3.1. Preparation of Bids

Bids must be precise, concise and complete in every manner. All information not directly relevant to this tender document should be omitted. The High Court will evaluate bidder's proposal based upon its clarity and directness of its response to the requirements of the project as outlined in this tender document.

3.2. Documents consisting of the Bids

The bid prepared by the Bidder shall comprise of the following components:

1. The documents showing the pre-qualification eligibility criteria mentioned above.
2. Specification of the item(s)
3. Form of Tender (Bid Form)
4. The documents to prove exemption from remitting the EMD, if applicable.
5. Bill of Quantities (BOQ)
6. All other Information as per Annexure, if applicable.

3.3. Tender Document Fee and EMD

1. Bidders shall remit the Tender document fees and EMD using the online payment options of e-procurement system only. Bidders are advised to visit the "Downloads" section of e-procurement website (www.etenders.kerala.gov.in) for detailed instructions on making online payment using SBT internet banking facility or by using NEFT
2. Bidders, while participating in online tenders published in Government of Kerala's e-Procurement website (www.etenders.kerala.gov.in), should ensure the following:
3. **Online Payment modes:**The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system:

• **State Bank of Travancore (SBT) Internet Banking:** If a bidder has a SBT Internet banking account, then, during the online bid submission process, bidder shall select SBT option and then select Internet banking option. The e-Procurement system will re-direct the bidder to SBT's internet banking page where he can enter his internet banking credentials and transfer the tender document fee and EMD amount.

• **National Electronic Fund Transfer (NEFT)/ Real Time Gross Settlement (RTGS):** If a bidder holds bank account in a different bank, then, during the online bid submission process, bidder shall select NEFT / RTGS option. An online remittance form would be generated, which the bidder can use for transferring amount through NEFT / RTGS either by using internet banking of his bank or visiting nearest branch of his bank. After obtaining the successful transaction receipt no., the bidder has to update the same in e-Procurement system for completing the process of bid submission. Bidder should only use the details given in the Remittance form for making a NEFT / RTGS payment otherwise payment would result in failure in e-Procurement system.

As NEFT payment status confirmation is not received by e-Procurement system on a real-time basis, bidders are advised to exercise NEFT mode of payment option at least 48 hours prior to the last date and time of bid submission to avoid any payment issues.

For RTGS the timings that the banks follow may vary depending on the customer timings of the bank branches and settlement from RBI. Bidders are advised to exercise RTGS mode of payment at least 24 hours prior to the last date and time of bid submission to avoid any payment issues.

NEFT / RTGS payment should be done according to following guidelines:

• **Single transaction for remitting Tender document fee and EMD:** Bidder should ensure that tender document fees and EMD are remitted as one single transaction.

• **Account number as per Remittance Form only:** Account no. entered during NEFT/RTGS remittance at any bank counter or during adding beneficiary account in Internet banking site should be the same as it appears in the remittance form generated for that particular bid by the e-Procurement system. Bidder should ensure that tender document fees and EMD are remitted only to the account number given in the Remittance form provided by e-Procurement system for that particular tender.

• Bidders must ensure that the banker inputs the Account Number (which is case sensitive) as displayed in the Remittance form. No additional information like bidder name, company name, etc. should be entered in the account no. column along with account no. for NEFT / RTGS remittance.

• **Only NEFT / RTGS Remittance Allowed:** Account to Account transfers, State Bank Group Transfers (GRPT), Payments from NRE Accounts, SWIFT Transfers, IMPS or Cash payments are not allowed and are treated as invalid mode of payments. Bidder must ensure that the banker does NEFT or RTGS (for above 2 lakhs payments as per RBI guidelines) transaction only and specially instruct the banks not to convert the payment type to GRPT or any other payment mode.

• **Amount as per Remittance form:** Bidder should ensure that the amount being remitted is neither less nor higher than the amount shown in remittance form.

• **UTR Number:** Bidders should ensure that the remittance confirmation (UTR

number) received after NEFT / RTGS transfer should be updated as it is, in the e-Procurement system for tracking the payment.

• **One Remittance Form per Bidder and per Bid:**The remittance form provided by e-Procurement system shall be valid for that particular bidder and bid and should not be re-used for any other tender or bid or by any other bidder.

4. Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.
5. The bids will not be considered for further processing if bidder fails to comply on points 1 to 3 above and tender fees and EMD will be reversed to the account from which it was received. Any bid not accompanied by EMD will be summarily rejected.

Note: Bidders opting for NEFT facility of online payment are advised to exercise this option at least 48 hours before the closing of the bid to ensure that payment towards tender document fees & EMD are credited and a confirmation is reflected in the e-Procurement system. The online NEFT remittance form provided by e-Procurement system for making a NEFT transaction is not a payment confirmation. High Court of Kerala/ NIC/ SBT shall not be responsible for any kind of delay in payment status confirmation.

3.4. Opening and Evaluation of Bid

1. Bid opening shall be done as per the date mentioned above.
2. The High Court would evaluate the bids. Successful bidders will be informed subsequently.
3. To assist in the examination, evaluation and comparison of bids the High Court, at its discretion ask the bidder for the clarification / confirmation of compliance of its bid. The request for clarification / confirmation of compliance and the response shall be in writing. However, no post bid clarification / confirmation of compliance at the initiative of the bidder shall be entertained.
4. The High Court shall evaluate in detail the Bids and determine whether the bid complies with all the requirements.
5. The bidder will provide the compliance status, deviations if any, impact of deviations (considered as negative impact), value addition provided and impact of value addition (considered as positive impact) for all the components as specified in **Annexure 4 & 5**.
6. The High Court reserves the right to negotiate with the Bidder whose proposal has been ranked

3.5. Clarification of Bids

1. During evaluation of Bids, High Court may, at its discretion, ask any or all the Bidders for a clarification of its Bid. The request for clarification and the response shall be in writing or through e-mail or by Fax.
2. Bidders who fail to submit the clarification as sought by the High Court on receipt of communication from High Court requesting for such clarification, their bids will be evaluated based on the information furnished along with the bid proposal.

3. If the bidder fails to provide clarification in this regard, the High Court is at liberty to reject such bids.

4. Contract

4.1. Compliance

1. The unconditional acceptance of all the terms & conditions of the Tender Notification has to be submitted through a letter as per **Annexure 2**.
2. The submission of the tender will imply acceptance of all the tender condition by the bidder laid in tender document including all the Annexure(s) & schedules.
3. The compliance to the terms & conditions should be supported by authenticated documentation wherever required.
4. The submission of unconditional acceptance of the Tender Notification (as per Clause 4.1.1) is essential for the tender evaluation. The failure to submit the unconditional acceptance statement in the said format shall result in the tender being liable for rejection.

4.2. Correspondence

All correspondence would be directly with the bidder and correspondence through agents will not be entertained.

4.3. Patent Rights

The Bidder shall indemnify the tenderer against all third party claims of infringement of patent, trademark or industrial design and intellectual property rights arising from the use of equipment or any part thereof.

4.4. Taxes and Duties

1. All the taxes, duties, levy and all other charges are applicable and shall be valid for delivery to the designated delivery points. All payments will be subjected to tax deduction at source as applicable/required at the prevailing tax rates.
2. The High Court of Kerala shall not pay any increase in duties, taxes and surcharges and other charges on account of any revision, enactment during the period of validity of the Bids and also during the contract period. The decision of the High Court of Kerala in this regard will be final and binding and no disputes in this regard will be entertained.

4.5. Packing

The Vendor shall promptly replace any item/machine/system that is damaged in transit. The packing, marking and documentation within and outside the packages shall also comply strictly with the requirements. There shall be a packing list, in each case, fully itemized to show case number, contents, gross and net weight and cubic measurement.

4.6. Delivery and Documentation

It is the responsibility of the vendor to supply all the Hardware equipment, as per the requirement of the High Court of Kerala to the respective Subordinate Courts or Judicial Officers in the State. Transportation of Goods and Material to the designated locations as per the Purchase order is the responsibility of the vendor. The High Court of Kerala may issue multiple purchase orders for the supply of items to the Subordinate Courts or Judicial Officers in the State, based on the requirement. The bidder has to ensure supply of items within the time period mentioned in the Letter of acceptance. The High Court of Kerala will not pay any extra cost towards transportation of goods/material. Also the Vendor has to make his own arrangement for loading and unloading of the goods at the designated locations. The project sites/ place of delivery along with the required quantities of items to be supplied will be communicated to vendor at a later stage in detail. *The vendor shall intimate the High Court of Kerala by letter/fax/Telephone at least 2 days before the actual arrival of the systems at the Sites, the full details of the delivery including contract number, couriers receipt number and date, description of items/machines/systems, quantity etc.* The vendor shall mail the following documents to The High Court of Kerala-

1. Copies of the invoice showing systems description including serial numbers, quantity, unit price, total amount.
2. Courier's receipt/acknowledgement of receipt of systems
3. Manufacturer's/Supplier's warranty certificate
4. Factory Inspection Certificates

4.7. Testing and Inspection

4.7.1. Post receipt / pre-installation testing:

This testing / inspection shall be performed at the Delivery site at the time of delivery of the equipment and the site inspector shall inspect the goods against any physical damage on delivery. The inspector shall also check the goods delivered against the models ordered. The inspector shall reject the items, which are not delivered as per the contract or any subsequent modifications to the contract, in terms of make & model. The inspector shall also receive the goods after inspection.

4.7.2. Post installation Acceptance testing / Inspection

This testing / inspection shall be performed after the completion of delivery and installation at site. The inspectors designated by the District Court/High Court of Kerala shall verify the component level details during this testing and shall sign the user acceptance report after successful completion of the post delivery and testing. Defects / shortcomings brought out in this testing shall have to be attended as per the contract within the permitted time schedule.

4.7.3 Purchaser's Right of Rejection

1. The purchaser (here the High Court of Kerala) has the right to reject the Stores on

receipt at site during final inspection though the Stores have already been inspected and cleared at pre-despatch stage by the purchaser's inspector as per the contractual terms and conditions.

2. Stores accepted by the purchaser at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the warranty clause of the contract.

4.8. Replacement

1. If any Item or any part thereof, before it is taken over under clause 4.7.2. is found defective or fails to fulfill the requirements of the contract, the Contractor/Vendor shall make the defective material good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding one month of the initial report.
2. Component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame indicated in the final agreement. In case the selected bidder fails to meet the above standards of maintenance, there will be a penalty as specified in the General Conditions and final agreement.

4.9. Patents, Successful bidder's Liability & Compliance of Regulations

1. Successful bidder shall protect and fully indemnify the High Court of Kerala from any claims for infringement of patents, copyright, trademark, license violation or the like.
2. Successful bidder shall also protect and fully indemnify the High Court of Kerala from any claims from successful bidder's workmen/employees, their heirs, dependents, representatives etc or from any person(s) or bodies/ companies etc. for any act of commission or omission while executing the order.
3. Successful bidder shall be responsible for compliance with all requirements under the laws and shall protect and indemnify the High Court of Kerala completely from any claims/penalties arising out of any infringements.

4.10. Resolution of Disputes and Arbitration

1. The Agency shall be governed by the Laws and Procedures established by Government of India/Government of Kerala, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All disputes in this connection shall be settled in Ernakulam Jurisdiction only. The High Court of Kerala 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.
2. High Court of Kerala and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
3. If, after thirty (30) days from the commencement of such informal negotiations,

High Court and the selected Bidder have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the Arbitration and Conciliation Act, 1996.

4. In case of any dispute, the High Court reserves the right to appoint an Arbitrator, if necessary, as per the Arbitration and Conciliation Act, 1996. All Arbitration proceedings shall be held at Ernakulam, Kerala, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

4.11. Statutory and Regulatory Approvals

The Bidder shall be responsible for obtaining approvals for any statutory and regulatory requirements from any of the authorities. Further, the Bidder shall be responsible to get required documentation completed for obtaining such approvals from time to time.

4.12. Confidentiality

Any information pertaining to the High Court of Kerala or any other agency involved in the project, matters concerning Government of Kerala that comes to the knowledge of the vendor in connection with this contract, will be deemed to be confidential and the vendor will be fully responsible, for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to observe the same. The vendor shall ensure due secrecy of information and data not intended for public distribution.

4.13. Limitations of Liability

The liability of the High Court of Kerala for its obligations under the Contract shall in no case exceed the total value of the Contract.

4.14. Contract Monitoring

1. The High Court/District Court shall hold regular contract monitoring meetings, if required, either at the High Court or at the District Level after the award of the contract to monitor the performance of the contract. The date and time of such meeting shall be intimated to the contractor / supplier or to any other representative of the vendor by phone/ fax / email / post. The date and time of subsequent meetings shall be decided and recorded in previous meetings. The proceedings of each meeting shall be recorded and action as required towards successful completion of the project shall be initiated promptly by both the High Court and the vendor. Review meetings shall be with reference to milestone and contract performance analysis.
2. A **System Maintenance Log Book** shall be maintained manually/on line at respective Courts/ District Courts, which is a record of equipment failure including the nature of failure, date and time of booking the complaint, when the

item/machine was put back in to service and total down time. This record will be signed by the supplier's Service Engineer and Court Official in-charge once the incidence is reported / resolved.

3. The High Court of Kerala will check the reports from the Courts/online application provided by the vendor. If there exists delay in resolving the complaints, the High Court reserves the right to charge penalty as per the provisions in the General Conditions and final agreement.

4.15. Failure to Agree with the Terms and Conditions

Failure of the successful Bidder to agree with the Terms and Conditions of this tender document shall constitute sufficient grounds for the annulment of the award, in which event the High Court of Kerala may award the Contract to the next best value Bidder or call for new Bids as per the provisions in the General Conditions.

5. Special Conditions of the Contract

5.1. Time Schedule & Delivery

Time is the essence of Contract. The time and date of supply and installation of the equipment, as contained in supplier's proposal and as agreed as per the contract after modification, if any, shall be final and binding upon the supplier. It must be understood that the supplier has made the proposal after fully considering all such factors, which may have any bearing on the time schedule of the contract, and the buyer shall permit no extension in the schedule whatsoever on these accounts. Equipments shall be delivered on F.O.B. destination basis in good condition within time period specified in the Letter of acceptance of the tender. The bidder shall supply the items in single/separate lots to High Court of Kerala and purchase orders shall be issued by the High Court of Kerala in this regard. The supplier has to store sufficient quantity of items at the supplier premises within the State to meet the quantities as mentioned in the BoQ/ Schedule of Requirements (as per **Annexure 1**) in order to ensure the timely delivery of the items.

5.2. Call Logging Mechanism

The vendor shall provide an online complaint call logging mechanism which takes care of entire incident and problem management. The beneficiaries, vendor and departmental users shall be able to log a complaint in the system using telephone on the Toll-free helpline, web portal, e-mail etc. Necessary resources (including, but not limited to, HR, Toll-free Number, Call Logging Center with required ICT facilities etc.) need to be deployed by the vendor for accepting calls, e-mail etc. and registering the same into the online system. The entire activities right from call logging up to updating of the resolution should happen through this call logging system. The service team of vendor needs to update the provided portal with service history for each of the distributed devices.

5.3 Payment Terms

1. Payment toward the supply of items will not be made unless the stores have been received, verified, installed and taken to the stock. No Mobilization advance shall be paid.
2. The payment will be made only after furnishing all the documents mentioned in **Annexure 11**. The vendor has to submit separate invoices/bills with respect to the purchase orders issued by the High Court
3. Penalty if any, will be imposed as per the clauses mentioned in General Conditions and final agreement.

5.4. Man Power

The vendor shall authorize a competent person to ensure smooth implementation and maintenance of the systems supplied to Judicial Officers in the State during the warranty period. He should monitor the whole project and coordinate with the district level engineers for the smooth implementation of the project and he/she should be available for 24 hours for communicating user feedback/response/complaints. Whenever there is change in the contact details of the service engineers/personnel, the same should be indicated to the High Court/District Courts immediately.

5.5. Substitution & Wrong supplies

Unauthorized/pirated substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or old versions shall be returned to the supplier at his cost and risk and payment for supply of unauthorized or pirated or sub-standard or old equipment detected at any date during or after warranty shall be notified to the contractor in writing. Such equipment shall be replaced forthwith by the supplier at his own cost. Any penalty or litigation arising out of such supplies shall be the responsibility of the supplier and any consequential damages shall be fully compensated by the supplier.

5.6. Upgrading

The successful bidder shall guarantee the long term availability of upgraded versions of hardware/software to the buyer during the warranty period free of any additional cost.

5.7. Obsolescence

1. The bidder shall guarantee that the equipment quoted and supplied shall not be obsolete or proclaimed as 'End of Life' by the Original Equipment Manufacturer during the warranty period/ extended warranty period.
2. The bidder shall guarantee that the equipment shall be supported with necessary spares by the Original Equipment Manufacturer during the warranty period/ extended warranty period.

5.8. Intellectual Property Rights

The High Court of Kerala recognizes the intellectual property rights of the Original Equipment Manufacturer.

5.9. Delivery and Installation Schedule

The vendor shall plan various activities and submit the execution schedule within one week of award of the work. The execution schedule should clearly indicate all activities and the time required for completion of each activity taking the delivery time as specified. Delivery and installation of all items shall be made within the specified time mentioned in the supply order, failing which penalty clause will be invoked. Project shall be closely monitored with respect to this schedule. The physical progress of the work shall be monitored from time to time and reviewed in the weekly progress review meetings to be held as agreed between both the parties.

ANNEXURE : 1
Requirements and Specifications of the Item

Requirements

Sl. No	Item	Approximate Unit Rate (₹)	Total Quantity (In numbers)	Approximate Total Cost (₹)
1	Laptop	46,000/-	100	46,00,000/-

Specification

No.	Features	:	Requirement
1.	Processor	:	64 bit Multi core x86 Processor. BAPCo SYSmark 2007 preview rating of 140 or SYSmark 2012 rating of 80 or SYSmark 2014 rating of 700 with 8 GB of memory.
2.	Chipset	:	Compatible
3.	Motherboard	:	OEM Compatible
4.	Memory	:	8 GB DDR3 1333 RAM (or Higher) Expandable upto 16 GB
5.	Hard Disk	:	500 GB, 5400 rpm or Higher
6.	Display	:	LED/LCD/TFT active Matrix Wide Screen Display
7.	Display Size	:	14" – 15.6"
8.	Resolution	:	1366 X 768 WXGA or Higher
9.	Wireless Connectivity	:	IEEE 802.11 b/g/n/WLAN integrated wireless, integrated Bluetooth
10.	DVD Writer	:	Integrated DVD Writer 8x
11.	Speaker	:	Integrated Stereo Speaker
12.	Keyboard	:	Keyboard with Touch Pad
13.	Camera	:	Integrated

14.	Audio	:	Integrated High Definition Audio
15.	Expansion Port	:	3 USB ports (one port must be of standard USB 3), 10/100/1000 Ethernet Card, RGB or Video or VGA/HDMI
16.	Power Supply	:	230 V, 50 Hz AC supply with rechargeable Battery Pack comprising of Li – Ion Battery suitable for approximately 4 hrs operation complete with battery charger / adapter
17.	Mouse	:	Optical Scroll Mouse
18.	Other accessories	:	Microphone, Stereo Headphone and other Standard features
19.	Carry case	:	To be provided
20.	Weight	:	Less than 2.7 Kg
21.	Warranty	:	5 years comprehensive onsite warranty including battery and charger
22.	Power Consumption Level	:	Energy Star 5.01 Bureau of Energy Efficiency (BEE certification, RoHS (preferable))
23.	Operating System	:	Preloaded Ubuntu-Linux
Note : All the above specifications should be read as equivalent or higher			

ANNEXURE : 2
BID FORM

From

To

The Registrar (Recruitment & Computerisation)
High Court of Kerala
Ernakulam - 682 031

Sub: Acceptance of Terms & Conditions of Tender

Ref: - Tender No:

Dear Sir,

- I/We hereby tender to supply, under the general conditions of this contract; the whole of the articles referred to and described in the attached specification, or any portion thereof, as may be decided by High Court of Kerala, at the prices and rates mentioned in the Bill of Quantities(BoQ) . The articles will be delivered within the time and at the places as may be intimated by the High Court of Kerala in future.
- I / We agree to abide by this Bid up to 180 days from the date of opening the bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period
- I/We understand that you are not bound to accept the lowest or any bid, you may receive.
- I / We affirm that I / We have enclosed the acceptance of all terms and conditions and also all brochures detailing the technical specification of the items quoted by me/us.
- The tender document for the works mentioned above have been obtained by me from the URL: <http://etenders.kerala.gov.in/>, the official website of Govt. of Kerala and I / we hereby certify that I / we have read the entire terms and conditions of the tender document, which shall form part of the contract agreement and I / we shall abide by the conditions / clauses contained therein.

* We have separately remitted the required amount of
(RupeesOnly) as Earnest Money Deposit

Date:
Faithfully,

Yours

Stamp

(Signature of the Bidder)
(Address)

*(To be scored in cases where no Earnest Money Deposit is furnished)

**ANNEXURE : 3 A
BIDDER PROFILE**

S.No.	Particulars	Details to be furnished
Details of the Bidder(Firm/Company)		
1	Name	
2	Address	
3	Telephone	Fax
4	Email	Website
Details of Authorized Person		
5	Name	
6	Address	
7	Telephone	Email
Information About the Company		
8	Status of company (Public Ltd/Pvt. Ltd)	
9	Details of Registration of Firm (Provide Ref e.g. Roc Ref#)	Date
		Ref#
10	Number of Professionals	
11	Location and Address of Offices (in India and Overseas)	
12	Service Tax Registration Number	
13	Income Tax Registration Number (PAN)	
14	Sales Tax Registration Number (VAT)	
15	Enclose latest VAT/Sales Tax Clearance Certificate	

Signature of the Bidder

ANNEXURE : 3 B
FINANCIAL INFORMATION
(Please attach copies of Audited Financial Statements)

Turn Over of the Organization			
FY 2013-14	FY 2014-15	FY 2015-16	Average of last 3 FYs

Net Worth
Net Worth of the Organization as on 31 st March 2016

Signature of the Bidder

ANNEXURE : 4
STATEMENT OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS

To

The Registrar (Recruitment & Computerisation)
The High Court of Kerala
Ernakulam

Ref Tender no: _____

Dated: ____/____/____

Dear Sir,

Following are the deviations and variations from the Technical Specifications of tendered items. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be performed as per your specifications and documents.

No	Features	Specification as per Tender	Specification offered by the Bidder	Whether in Compliance with specification tendered (Yes/No)	Deviation from tendered specification, if any.	Cross reference to attached brochures/ documents
1	Processor	64 bit Multi core x86 Processor. BAPCo SYSmark 2007 preview rating of 140 or SYSmark 2012 rating of 80 or SYSmark 2014 rating of 700 with 8 GB of memory.				
2	Chipset	Compatible				
3	Motherboard	OEM Compatible				
4	Memory	8 GB DDR3 1333 RAM (or Higher) Expandable upto 16 GB				
5	Hard Disk	500 GB, 5400 rpm or Higher				
6	Display	LED/LCD/TFT active Matrix Wide Screen Display				
7	Display Size	14" - 15.6"				

8	Resolution	1366 X 768 WXGA or Higher				
9	Wireless Connectivity	IEEE 802.11 b/g/n/WLAN integrated wireless, integrated Bluetooth				
10	DVD Writer	Integrated DVD Writer 8x				
11	Speaker	Integrated Stereo Speaker				
12	Keyboard	Keyboard with Touch Pad				
13	Camera	Integrated				
14	Audio	Integrated High Definition Audio				
15	Expansion Port	3 USB ports (one port must be of standard USB 3), 10/100/1000 Ethernet Card, RGB or Video or VGA/HDMI				
16	Power Supply	230 V, 50 Hz AC supply with rechargeable Battery Pack comprising of Li - Ion Battery suitable for approximately 4 hrs operation complete with battery charger / adapter				
17	Mouse	Optical Scroll Mouse				
18	Other accessories	Microphone, Stereo Headphone and other Standard features				
19	Carry case	To be provided				
20	Weight	Less than 2.7 Kg				
21	Warranty	5 years comprehensive onsite warranty including battery and charger				
22	Power Consumption Level	Energy Star 5.01 Bureau of Energy Efficiency (BEE)				

		certification, (preferable)	RoHS				
23	Operating System	Preloaded Linux	Ubuntu-				
Note : All the above specifications should be read as equivalent or higher							

ANNEXURE : 5

STATEMENT OF DEVIATIONS FROM TENDER TERMS & CONDITIONS

To,
The Registrar (Recruitment & Computerisation),
The High Court of Kerala
Ernakulam

Ref Tender no: _____
Dated: ____ / ____ / ____

Dear Sir,

Following are the deviations and variations from the Terms and Conditions of the Tender. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be performed as per your specifications and documents

Sl. No.	Reference of Clause No. & Page No.	Deviation in the Bid	Brief Reason
1			
2			
3			

ANNEXURE : 6
UNDERTAKING OF AUTHENTICITY

To,
The Registrar (Recruitment & Computerisation)
High Court of Kerala
Ernakulam

Ref Tender no: _____

Dated: ____/____/_____

With reference to the items being supplied /quoted to you vide our invoice no/quotation no/order no. Cited above,----

We hereby undertake that all the components/parts/assembly/software used in the items under the above shall be original new Components/parts/ assembly /software only, from respective OEMs of the products and that no refurbished/duplicate/ second hand components/parts/ assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorised license certificate (eg Product Keys on Certification of Authenticity in case of Microsoft Windows Operating System) and also that it shall be sourced from the authorised source (eg Authorised Microsoft Channel in case of Microsoft Operating System).

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the items without demur, if already supplied and return the money if any paid to us by you in this regard.

We (system OEM name) also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre/ Reseller/SI etc.

We hereby extend full guarantee for the products offered for supply by the above firm against the said tender document and duly authorize said firm to act on our behalf in fulfilling all installation, technical support and maintenance obligations as required by High Court of Kerala. We hereby also declare that the product quoted against this tender is not end of life.

Name:

Authorised

Signatory

Signature:

Dated this _____ day of _____ 20__

Note: This letter of authority must be on the letterhead of the concerned manufacturer and must be signed by a competent person and having the power of attorney to bind the Manufacturer and, must be included by the Bidder in its bid.

ANNEXURE : 7
MODEL BANK GUARANTEE FORMAT FOR FURNISHING PERFORMANCE
SECURITY DEPOSIT GUARANTEE BOND PRESCRIBED BY THE
GOVERNMENT OF KERALA

(To be used by Nationalised and Scheduled Commercial Banks)

(To be stamped in accordance with Stamp Act)

Ref Tender No:

Bank Guarantee No.

Date:

To

The Registrar (Recruitment & Computerisation)

High Court of Kerala

Ernakulam

1. In consideration of the High Court of Kerala (hereinafter called the "High Court") having agree to exempt (H.E. name and address) [Hereinafter called "the said Contractor(s)"] from the demand, under the terms and conditions of an agreement dated..... made

between.....

and for (hereinafter

called "the said Agreement") of security deposit for the due fulfillment by the said

contractor(s) of the terms and conditions contained in the said Agreement, on production

of a bank guarantee for ₹..... [Rupees.....(in words)

.....only]. We Bank Limited (hereinafter referred

to as "the Bank" do hereby undertake to pay to the High Court an amount not exceeding

₹ (Rupeesin words.....only) against any loss or damage caused to or

suffered or would be caused to or suffered by the High Court by reason of any breach by

the said contractor(s) of any of the terms or conditions contained in the said Agreement

2. We Bank Limited do hereby undertake to pay the amounts due

and payable under this guarantee without any demur, merely on a demand from the High

Court stating that the amount claimed is due by way of loss or damage caused to or

would be caused to or suffered by the High Court by reason of any breach by the said

contractor(s) of any of the terms or conditions contained in the said Agreement or by

reason of the contractor's failure to perform the said Agreement. Any such demand made

on the Bank shall be conclusive as regards the amount due and payable by the Bank

under this guarantee. However, our liability under this guarantee shall be restricted to an

amount not exceeding ₹(Rupees in words).....

3. We Bank Limited further agree that the guarantee herein contained

shall remain in full force and effect during the period that would be taken for the

performance of the said agreement and that it shall continue to be enforceable till all the

dues of the High Court under or by virtue of the said Agreement have been fully paid and

its claims satisfied or discharged of till(Office/Department) certified that

the terms and conditions of the said Agreement have been fully and properly carried out

by the said contractor(s) and accordingly discharges the guarantee. Unless a demand or

claim under this guarantee is made on us within one year from the period fixed or

extended (if the agreement/supply order specifically provide for such extension of time)

for the due performance of the contract by the contractor we shall be discharged from all liability under this guarantee thereafter.

4. We..... Bank Limited further agree with the High Court that the High Court shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the High Court against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance act or omission on the part of the High Court or any indulgence by the High Court to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. To give effect to this guarantee it shall be competent for the High Court to act as though the Bank, were the principal debtor.

6. It is hereby expressly agreed and declared that this guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any former or other guarantees or guarantee heretofore given by the Bank to the High Court and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such other guarantee or guarantees.

7. We.....Bank Limited lastly undertake not to revoke this guarantee during its currency except with the previous consent of High Court in writing Dated..... day of one thousand.....for Bank Limited

ANNEXURE : 8
PRELIMINARY AGREEMENT

Articles of agreement executed on this the.....day ofbetween the High Court of Kerala (hereinafter referred to as “the High Court”) of the one part and Shri.(H.E. name and address of the tenderer) (hereinafter referred to as “the bounden”) of the other part.

WHEREAS in response to the Notification No..... dated the bounden has submitted to the High Court a tender for the specification therein subject to the terms and conditions contained in the said tender;

WHEREAS the bounden has also deposited with the Government a sum of ₹ as earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the High Court.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

1. In case the tender submitted by the bounden is accepted by the High Court and the contract for is awarded to the bounden, the bounden shall withindays of acceptance of his tender execute an agreement with the Government incorporating all the terms and conditions under which the High Court accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the High Court shall have power and authority to recover from the bounden any loss or damage caused to the High Court by such breach as may be determined by the High Court by appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.
3. All sums found due to the High Court under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the High Court may deem fit.

In witness whereof Shri.....
(Name and designation of the Officer) for and on behalf of the High Court of Kerala and
Shri. Bounden have hereunto set their hands
the day and year shown against their respective signatures.

Signed by Shri.(date)

In the presence of witnesses:

1.

2.

Signed by Shri. (date)

In the presence of witnesses:

1.

2.

ANNEXURE : 9
FORMAT FOR PROVIDING CITATIONS

Sl. No	Item	Guidelines	Attachment Ref. No. for details
1	Name of the Project		
2	Client Details	Name & Contact person's Name & No	
3	Domain/Sector	Please specify the domain such as which department etc	
4	No. of Locations	Please Specify Number of locations for implementation	
5	Scope of Work	Provide Scope of Work; highlight Key Result Areas expected and achieved	
6	Contract Value	Provide particulars on Contract Value assigned to each major phase and milestone	

The Citations should be given in the above format. A separate copy of this format should be used for each citation and at least three citations should be provided.

ANNEXURE : 10
Warranty

Sl. No	Description	Compliance
1	The complete systems should be under 5 (Five) years free on-site comprehensive warranty support service from the date of installation	
2	During warranty period besides service/maintenance of Hardware, System Software and its peripherals, all software upgradation, bugs/patches and services shall be provided free of cost by the vendor.	
3	The vendor should fulfill the following conditions during warranty period:	
3(a)	Supplier will maintain enough spares in Kerala (not less than 10%) to provide satisfactory on-site comprehensive maintenance services during the warranty period.	
3(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	
3(c)	The vendor should provide support for all supplied items in all Subordinate Courts as mentioned in the final agreement.	
3(d)	Any failure in the equipments supplied/any accessories thereof should be rectified within maximum period of two working days.	
3(e)	If any of the system is down beyond two working day's penalty will be charged or recovered from out of withheld amount towards penalty per day per system will be imposed as per the agreement.	
3(f)	Any system failing at subsystem level atleast three times in six 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 atleast once in every six months to carryout preventive maintenance and fine-tune the performance of the system besides regular service call during warranty period	
3(h)	On completion of the warranty period, the Security Deposit/BG without any interest accrued shall be released within three months after the expiration of the contract after deducting the penalty, if any, from the amount due to the vendor.	

ANNEXURE : 11
Documents for Payment

The important documents, which the vendor (supplier) has to furnish while claiming payment are:

1. Original Invoice as per the Supply/Purchase order.
2. Installation Report
3. Packing List
4. Certificate of Country of origin of the Stores to be given by the seller or a recognized Chamber of Commerce or other agency designated by the local Government for this purpose.
5. Certificate of pre-despatch inspection by purchaser's representative.
6. Manufacture's test certificate
7. Certificate of Insurance
8. Bill of lading/Airway bill/Rail receipt or any other despatch document, issued by a government agency (like the Department of Posts) or an agency duly authorized by the concerned Department.
9. Product is new, un-used and also meets the other relevant contractual requirements. While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming this payment has been fulfilled as required under the contract. There should also be a suitable provision for verification of the authenticity of the person signing the invoice etc. for claiming the payment.

Note: The vendor has to produce stamped pre-receipted invoices in all cases where payments for release of railway receipts/shipping documents are made through banks. In exceptional cases where the stamped receipts of the firms are not received for the payments (in advance) the unstamped receipt of the bank (i.e., counterfoils of payment-in-slips issued by the bank) alone may be accepted as valid proof for the payment made. Apart from the documents mentioned above the vendor will have to furnish all the documents that may be stipulated in the final agreement.

ANNEXURE : 12
Proof of completion of IT Projects

Ref:

Date:

To

The Registrar (Recruitment & Computerisation),
High Court of Kerala,
Ernakulam,
Pin: 682031

Subject: Proof of completion of IT projects for Tender No
_____.

Sir,

We have completed at least <number of project> IT projects worth of minimum <Rs.Amount> for each project in the last three financial years i.e. <Years> , . The details of the projects have been furnished below:

Sl No.	Project # <To be replicated for each project>	Details
1.	Name of Project	
2.	Name of Client	
3.	Name of client personnel involved	
4.	Phone number of client personnel	
5.	Email id of client personnel	
6.	Name of states covered	
7.	Duration of the project	
8.	Years of execution of the project	
9.	Project Value	
10.	Remarks, if any	

Thanking You

For < Bidder>

< (Authorized Signatory)>

Name:

Designation:

ANNEXURE : 13
User Acceptance/Installation Report

CONSOLIDATED PROOF OF INSTALLATION REPORTS

Purchase Order No				Purchase Order Date			
Sl. No	Court Complex Name & Address	Court Name	Serial No. of the Item	Date of Delivery	Date of Installation	Name and sign of the Nodal Officer	Remarks

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

(District Judge/Nodal Officer)
(Sign & Stamp)

(Vendor Representative)
(Sign & Stamp)

ANNEXURE : 14
Services to be provided

Sl. No.	Description	Requirements
1	Delivery of Items	<p>9. At the destination site, the cartons will be opened only in the presence of Court officials and vendors representative. Inventories at all their service locations shall be maintained by the vendor(s) for immediate replacement of hardware items in case of failure</p>
2	Installations	<ul style="list-style-type: none"> • 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. • A sticker with label 'e-Courts High Court ' should be pasted on each item. • The Service support call centre number of the vendor should be pasted on each equipment.
3	Warranty	<ul style="list-style-type: none"> • 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 operations, 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 downtime calculations.
4	Man Power Support	<ul style="list-style-type: none"> • The vendor shall authorize a competent person to ensure smooth implementation and maintenance of the systems supplied to Judicial Officers in the State during the warranty period. He should monitor the whole project and coordinate with the district level engineers for the smooth implementation of the project and he/she should be available for 24 hours for communicating user feedback/response/complaints. • Vendor(s) shall formulate a centralized web-based monitoring mechanism for delivery, installation and maintenance of the system provided to Judicial Officers during the warranty period. They should submit the periodical reports to High Court, if demanded.