

## Corrigendum

Tender No. HPSEDC/CC/e-Courts/2k16-8263

Corrigendum after pre bid meeting held on 02/02/2016 in respect of supply/installation and commissioning of computer hardware and allied accessories in various district Courts and Sub-ordinate Courts in Himachal Pradesh.

Sl. No.	Page No.	Clause No	Tender Clause	Change Requested	Response to Bidders queries and changes in the tender document
1	11	Eligibility Criteria (3)	EMD can be paid through demand draft in favour of "HPSEDC, Shimla-13" payable at Shimla	Request to change the EMD in form of DD/ BANK GUARANTTEE	EMD can be submitted/uploaded in the form of DD or BG or pledged FDR. The BG format is as per <b>Performa-F</b> attached herewith. The company registered with NSIC eligible for exemption from submitting tender fee and EMD as per Govt. policy must submit/upload the relevant the documents.
2	11	Sr.No. 2	EMD should have been submitted a) Category -1 Rs. 5 Lacs. b) Category -2 Rs. 2 Lacs. c) Category -3 Rs. 2 Lacs. d) Category -4 Rs. 2 Lacs.		EMD should have been submitted a) Category -1 Rs. 5 Lacs. b) Category -2 Rs. 2 Lacs. c) Category -3 & Category -4 Rs. 2 Lacs.
3	11	Eligibility Criteria (4)	The Signatory signing the Bid on behalf of the Bidder should be duly authorized by the Board of Directors of the Bidding Company to sign the Bid on their behalf	Request to modify this clause as "POWER OF ATTORNEY TO BE PROVIDED SIGNED BY THE COMPANY SECRETARY"	POWER OF ATTORNEY TO BE PROVIDED duly SIGNED BY THE COMPANY SECRETARY or any other officer dully authorised by the company management.
4	12	Eligibility Criteria (7)	The Bidder should have positive net worth (measured as paid-up capital plus free reserves) and should be a profit making	We request the department to allow bidders with positive net worth to quote. OR to change it into OEM / Bidder.	The Bidder should have positive net worth (measured as paid-up capital plus free reserves) and should be a profit making company for any of two audited financial years FY 12-13, FY 13-14, FY 14-15

			company for each of the last three audited financial years FY 12-13, FY 13-14, FY 14-15		
5	13	13	OEM/Bidder shall have office in Himachal Pradesh	We humbly request to delete this clause so as to let us participate in your valuable tender. Please also clarify why is it required when OEM has its own Service Centres in State of HP.	The approved supplier has to station one Resident Engineer/Call coordinator in HP High Court apart from service infrastructure atleast in three locations i.e. Shimla, Mandi & Hamirpur.
6	14	Sr. No. 10 of Table	Performance / experience certificate from at least 5 Govt. departments/Boards/ Corporations/ autonomous institutions where bidder have completed 5 such works (minimum connectivity for 25 desk tops and server in each work) during the last three years, each of minimum value of Rs.2.00 lacs		May be read as : Performance / experience certificate from at least 5 Govt. departments/Boards/ Corporations/ autonomous institutions where bidder have completed 5 such works <b>(minimum connectivity for 25 desk tops or server in each work)</b> during the last three years, each of minimum value of Rs.2.00 lacs

7	29	4.5.4	The Performance Security shall be given in one of the following forms: An irrevocable and unconditional Bank Guarantee in favour of the Purchaser issued by a Nationalised/schedule bank in a format given by the Purchaser.	Pls delete the conditions "irrevocable and unconditional Bank Guarantee"	No Change
8	29	4.5 4.5 Performance Security	Clause 4.5.2 defines that supplier have to submit performance security @ 10% of order value valid for 120 days against delivery and before expiry of this security supplier have to submit performance security @ 5%valid for 63 months.	Request HPSEDC to accept only one Performance security @5% of total order value valid for 36 months. We will give extension for next 2 years.	The supplier have to submit performance security @ 10% of order value valid for 120 days against delivery and before expiry of this security supplier have to submit performance security @ 5% initially valid for 36 months & which should be extended by another 27 months before expiry of the earlier BG as per Performa-G
9	29	4.6	Inspection and Test	Request to conduct the inspection and testing at the end customer destination	Inspection and testing can be either at the factory premises/warehouse or at the end customer destination.
10	30	4.6.10	Bidder has to install the patches/upgrades during warranty period at no extra cost	End customer to arrange the same as the Operating systems being used is in customized by the Hon Court agency	Will be provided by the end user/purchaser to the supplier
11	30	4.6.10	Should provide development stack and server applications for use in application development	End customer to arrange the same as the Operating systems being used is in customized by the Hon Court agency	Will be provided by the end user/purchaser to the supplier

12	30	4.6.10	Availability of applications such as Office suite, Web Browser, Mail client, Messaging, Image management etc.	Request to delete this clause as this is not coming under the scope of hardware warranty'	Will be provided by the end user/purchaser to the supplier
13	30	4.6.11	Availability of applications such as Office suite, Web Browser, Mail client, Messaging, Image management etc.		Deleted
14	30	4.6.12	GUI support for installing and managing peripherals such as cameras, printers, scanners, flash drives, webcams, Biometrics devices such as finger print scanners etc.		Deleted
15	30	4.6.14	Bidder should provide service maintenance of system software and all driver s/w upgradations, installing patches etc., at no extra cost during the warranty period.		Will be provided by the end user/purchaser to the supplier
16	33	4.15.2 Delivery	Any unjustifiable delay by the Supplier (category-1 & 2) in the performance of his delivery obligation may render the Supplier liable to any or all the following (i) forfeiture of its performance security	Pls remove the clause "(i) forfeiture of its performance security" ,as penalty in the form of LD is mentioned separately	No Change

17	33	4.15.2 Delivery	(ii) imposition of liquidated damages @Rs 100/- per day per desktop, Networking Switch of the unfulfilled order	Request to change the LD terms as below "0.5% of the unfulfilled work per week to maximum of 5% of the unfulfilled work"	No Change
18	34	4.18 Taxes and duties		Request to add the following clause If there any hike in any of the statutory duties and levies before the despatch of goods, the same will be owned by the purchaser	No Change
19	36	(v) After Sale Services	The Supplier of Desktops will open a service centre at least in three locations (Shimla, Mandi, and Hamirpur) in Himachal Pradesh exclusively for the maintenance of Desktops supplied under this tender apart from stationing service engineer at each district head quarter.		May be read as : The Supplier of Desktops will open a service centre at least in three locations (Shimla, Mandi, and Hamirpur) in Himachal Pradesh. He will ensure the after sale support at all locations as per the service level agreement to be signed with the purchaser.
20	37	5.2 After Sales Services, 5.2.1 Comprehensive Warranty		Any Physically damaged/breakage of Networking Switches as well as Electrical switches/sockets will not be covered under warranty.	Clause may be added

21	37	5.2.2 AFTER SALES SERVICES	The minor and major defects shall be rectified not later than 36 hours and 60 hours respectively.	Request to change the clause as The minor and major defects shall be rectified not later than 36 working hours and 60 working hours respectively.	No Change
22	37	5.2.2 AFTER SALES SERVICES	The exact quantum of penalty per day/ week shall be decided at the time of signing the contract.	Request to specify the penalty clauses in the RFP Request for the below SLA penalty clauses 0.5% of the faulty item per WEEK to max of 5% OF the faulty item	The penalty for delay in after sale services shall be as under : 1) Desktop & Switches @Rs. 0.5% per day of the equipment cost . 2) LAN and Electrical Work : Rs. 100/- per day. 3) However, the penalty in such instances shall not exceed 10% of the equipments cost against a non attendance/non rectification of defects against a service call.
23	72	Annexure -I, Category-1 Item- 1.01	Operating System Certificate	Ubuntu-Linux 14.04 LTS	No Change.
24	73	Annexure -I Category-1 Item- 1.02	Preloaded Operating System : Ubuntu/Free DOS/without OS (Ubuntu with all required drivers & plugins)		May be read as : Ubuntu-Linux 14.04 LTS provided by the HP High Court
25	73	Annexure -I, Category-1 Item- 1.02	Operating System Certificate	Ubuntu-Linux 14.04 LTS	No Change
26	80	Annexure -IV, Category-4	Electrical Work		Sr. No. of Items may be read as per <b>REVISED ANNEXURE-IV</b> attached herewith.

## REVISED ANNEXURE-IV

### Category – 4, Electrical Work (Power Points 15 amp/5 amp etc.)

Sr. No.	Item Description	Tentative Qty.	Unit
4.01	Wiring for power plug with 2x4 sq. mm. PVC insulated heat resistant flame retardant (HRFR) and low smoke single core (flexible) copper conductor cable in surface / recessed PVC conduit along with 1 No. 4 Sq.mm. HRFRLS/PVC insulated single core copper conductor cable for earthing as required. {Cable of Finolex cable Ltd./Havells / Plaza make only and PVC Pipe (20/25mmdia& 2mm th.)& accessories of Paryag Pipe Industries / Diplast/ Setia/ Polyfit make only}.	2640	<b>Rmt.</b>
4.02	Wiring for light plug with 2 x 1.5 sq.mm.PVC insulated heat resistant flame retardant (HRFR) and low smoke single core (flexible) copper conductor cable in surface / recessed PVC conduit along with 1 No. 1.5 Sq.mm. HRFRLS/PVC insulated single core copper conductor cable for earthing as required. {cable of Finolex cable Ltd./ Havells /Plaza make only and PVC pipe (20/25mm dia& 2mm th.)& accessories of Paryag Pipe Industries / Diplast/ Setia/ Polyfit make only}.	34920	<b>Rmt.</b>
4.03	Supplying and erection of 6 amps. to 63 amps. rating, 10 KA breaking capacity, 240 volts, 'C' curves, miniature circuit breaker of following poles in the existing MCB DB complete with connections etc. as required: (All MCB's of Legrand {India} Pvt. Ltd. {Formerly MDS Switch Gear Pvt. Ltd.} / HavellsIndia Ltd. only). Single pole 16 amps. MCB.	582	<b>Each</b>
4.04	Supplying and erection of 6 amps. to 63 amps. rating, 10 KA breaking capacity, 240 volts, 'C' curves, miniature circuit breaker of following poles in the existing MCB DB complete with connections etc. as required: (All MCB's of Legrand {India} Pvt. Ltd. {Formerly MDS Switch Gear Pvt. Ltd.} / HavellsIndia Ltd. only). Double pole 63 amps. MCB.	127	<b>Each</b>
4.05	Supplying and fixing of following way, single pole and neutral sheet steel MCB distribution board, 240 volts on surface / recess, complete with tinned copper bus bar, wire-set, neutral link, earth bar, din bar, detachable gland plate, blanking plate, cable, identification labels interconnections, phosphatized and powder painted, including earthing etc. as required: 4 Way	43	<b>Each</b>
4.06	Supplying and fixing of following way, single pole and neutral sheet steel MCB distribution board, 240 volts on surface / recess, complete with tinned copper bus bar, wire-set, neutral link, earth bar, din bar, detachable gland plate, blanking plate, cable, identification labels interconnections, phosphatized and powder painted, including earthing etc. as required: 8 Way	49	<b>Each</b>
4.07	Supplying and fixing of following way, single pole and neutral sheet steel MCB distribution board, 240 volts on surface / recess, complete with tinned copper bus bar, wire-set, neutral link, earth bar, din bar, detachable gland plate, blanking plate, cable, identification labels interconnections, phosphatized and powder painted, including earthing etc. as required: 12 Way	35	<b>Each</b>
4.08	Earthing with copper earth plate 600mmX600mm X 3mm thick, including accessories and providing masonry enclosure with cover plate having locking arrangement and watering pipe etc. (but without charcoal or coke & salt) complete as required. (G. I. pipe medium class of Kalinga / S. S. gold / ISI marked only.)	45	<b>Set</b>
4.09	Extra for using salt and charcoal for copper plate earth electrode complete as required.	45	<b>Set</b>

4.10	Providing and fixing 8 SWG (4mm dia) copper wire on surface or in recess for loop earthing as required. (As per ISI specifications only).	270	<b>Mtr.</b>
4.11	Providing and fixing 8 SWG (4mm dia) copper wire on surface or in recess in PVC conduit 20 mm dia. (As per ISI specifications and PVC pipe (20/25mm dia& 2mm th.)& accessories of Paryag Pipe Industries / Diplast/ Setia/ Polyfit make only}.	1800	<b>Mtr.</b>
4.12	Supplying and fixing metal box of suitable size (nominal size) on surface/recess with suitable size phenolic laminated sheet cover in the front including providing and fixing 5 pin 5/6 amps socket outlet and 5/6 amps, piano type switch, connections, painting etc. as required. (metal box as per standard specifications and 5 pin 5/6 Amps. switches& sockets to be of ISI/ISO approved make and other material of superior quality only).	2328 Nos.	<b>Each</b>
4.13	Supplying and fixing metal box of suitable size (nominal size) on surface/ recess with suitable size phenolic laminated sheet cover in the front including providing and fixing 6 pin 15/16 amps socket outlet and 15/16 amps, piano type switch, connections, painting etc. as required. (metal box as per standard specifications and 6 pin 15/16 amps switches and socket to be of ISI/ISO approved make and other material of superior quality only).	1164	<b>Each Set</b>
4.14	Wiring for circuit/sub-main with 2x6sqmm. PVC insulated heat resistant flame retardant (HRFR) and low smoke single core (flexible) copper conductor cable in surface/recessed PVC conduit along with 1 No. HRFRLS/PVC insulated single core copper conductor cable of same size for earthing as required. (Cable of finolex Cable Ltd. / Havells/ Plaza make only & PVC pipe (20/25mm dia& 2mm th.)& accessories of Paryag Pipe Industries / Diplast/ Setia/ Polyfit make only}.	1450	<b>Rmt.</b>
4.15	Resident Engineer for 5 years for UPS wiring & earthing / LAN cabling.	60	<b>Months</b>



Proforma – F  
Bank Guarantee (BG)

Date \_\_\_\_\_

**To,**

**The Managing Director,  
H.P. State Electronics Development Corporation Ltd., First Floor, IT  
Bhawan, Mehli, Shimla-13.**

Dear Sir,

1. Whereas M/s. \_\_\_\_\_ (hereinafter called "Bidder") has quoted against the Tender No. HPSEDC/CC/e-Courts/2k16-8623 invited by M/s HP State Electronics Development Corporation Ltd. (HPSEDC) towards supply, installation and maintenance of computer hardware and allied accessories is supposed to furnish Bank Guarantee the same valid for a period of 120 days.

2. NOW THEREFORE KNOW ALL THE MAN THESE PRESENTS THAT WE, \_\_ (Bank Name) \_\_\_\_\_ having its Head Office at \_\_\_\_\_ (hereinafter called "the Bank") are bound up to the Client in the sum of Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_) only) for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assignees by these presents.

3. The Bank further undertakes to pay to the purchaser up to the above amount on receipt of its first written demand, without the Client/HPSEDC having to substantiate its demand. The Client's decision in this regard shall be final and shall not be called upon to question under any circumstances. The Bank Guarantee will remain in force up to 120 days. However, its validity can be got extended before expiry of its validity solely at the instance of the HPSEDC. This clause shall remain valid notwithstanding anything else contained to the contrary in this document.

4. Our responsibility under this guarantee is restricted to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only and it will remain enforce up to \_\_\_\_\_ unless a demand in writing is received by the bank on or before \_\_\_\_\_, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all the liabilities thereunder.

5. This guarantee will remain in force up to <date of validity> and any demand in respect thereof should reach the Bank not later than the specified date/dates. However, notwithstanding anything else contained to the contrary in this Guarantee, if the bidder does not submit the fresh bank guarantee or extend the existing Bank Guarantee till 15 days before expiry of this bank guarantee, the Purchaser/HPSEDC may either forfeit the BG or ask the Bank to extend validity of the Bank

Guarantee for a further period not exceeding six months. In the latter situation, the Bank shall comply with such a request of extension.

6. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_, 2016. In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 for Bank \_\_\_\_\_

Witness

Signature

Name

M/s. \_\_\_\_\_ (complete address)

**Note:** This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the Guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

## Proforma - G

### Performance Bank Guarantee Template

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

To,

**The Managing Director,  
H.P. State Electronics Development Corporation Ltd., First Floor, IT  
Bhawan, Mehli, Shimla-13.**

Dear Sir,

1. Whereas M/s. \_\_\_\_\_ (hereinafter called "CONTRACTOR") has supplied \_\_\_\_\_ (as per Bill of Material Specified in this Document) as per agreement/supply order No. \_\_\_\_\_ dated \_\_\_\_\_ signed between the HPSEDC (hereinafter called "Client") and them and as per the agreement/supply order the M/s. \_\_\_\_\_ is supposed to furnish Performance Security for supplied equipments (Desktops, Network Switches, LAN and Electrical Works) and maintain the same for a period of 5 years.

2. NOW THEREFORE KNOW ALL THE MAN THESE PRESENTS THAT WE, \_\_ (Bank Name) \_\_\_\_\_ having its Head Office at \_\_\_\_\_ (hereinafter called "the Bank") are bound up to the Client in the sum of Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_) only) for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assignees by these presents.

3. The Bank further undertakes to pay to the purchaser up to the above amount on receipt of its first written demand, without the Client having to substantiate its demand. The Client's decision in this regard shall be final and shall not be called upon to question under any circumstances. The Bank Guarantee will remain in force up to \_\_\_\_\_. However, its validity can be got extended before \_\_\_\_\_ solely at the instance of the Purchaser. This clause shall remain valid notwithstanding anything else contained to the contrary in this document.

4. Our responsibility under this guarantee is restricted to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only and it will remain enforce up to \_\_\_\_\_ unless a demand in writing is received by the bank on or before \_\_\_\_\_, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all the liabilities thereunder.

5. This guarantee will remain in force up to <date of validity> and any demand in respect thereof should reach the Bank not later than the specified date/dates. However, notwithstanding anything else contained to the contrary in this Guarantee, if the implementing agency does not submit the fresh

performance bank guarantee (as per required schedule and amount) till 15 days before expiry of this performance bank guarantee, the Purchaser may either forfeit the PBG or ask the Bank to extend validity of the Bank Guarantee for a further period not exceeding six months. In the latter situation, the Bank shall comply with such a request of extension.

6. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_, 2016. In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 for Bank \_\_\_\_\_

Witness

Signature

Name

M/s. \_\_\_\_\_ (complete address)

**Note:** This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the Guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.