

**OFFICE OF THE DISTRICT & SESSIONS JUDGE (HQs):
TIS HAZARI COURTS: DELHI**

E-TENDER NOTICE

Tender ID No. 2015_DDC_84513_1

e-Tender invited from eligible firms of repute with past experience in the same field and sound financial capability for the execution of Rate Contract of UPS Batteries of the required capacity includes replacement of all the defective batteries.

The tender/s complete in all respect should be submitted online on or before the dates as mentioned below:-

Name of work: Annual Rate Contract of Batteries for UPS installed at Delhi District Court Complexes.

Sl. No.	Detail of Batteries under Annual Rate Contract
1	7 AH / 12V
2	17 AH / 12V
3	26 AH / 12V
4	28 AH / 12V
5	42 AH / 12V
6	65 AH / 12V
7	70 AH / 12V
8	75 AH / 12V
9	100 AH / 12V
10	130 AH / 12V

EMD - **Rs. 1,00,000/-**

Date of online Submission of Tender - 25/06/2015 to 17/07/2015 (4.00 PM)

Last date for submission of EMD - 17/07/2015 (4.00 PM)
(At Tis Hazari Courts)

Opening of the Technical Bid - 17/07/2015 (4.00 PM)

Opening of the Financial Bid - 23/07/2015 (4.00 PM)

The tender should be submitted **ONLY ONLINE** at <https://govtprocurement.delhi.govt.in> through **Delhi Govt. E- Procurement System** after going through the terms and conditions available over there.

(MANOJ JAIN)

Additional Session Judge/Chairman
Centralized Computer Committee
Tis Hazari Courts, Delhi

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TENDER EVALUATION

The evaluation of the tender involves two stages scrutiny:

- (a) Technical Bid (b) Financial Bid

TECHNICAL BID

The tenderer should submit the following:

PHYSICAL BID & COPY OF DOCUMENTS SUBMITTED ONLINE

- (i) Earnest money of Rs. 1,00,000/- (Rupees One Lac only) in the form of Demand Draft/ Bankers Cheque from a Nationalised Bank in the name of District & Sessions Judge (HQs), Delhi along with the copy of documents submitted online.

DOCUMENTS TO BE SUBMITTED ONLINE

- (ii) Scanned copy of EMD as mentioned above.
- (iii) Scanned copy of Certificate regarding non-depositing of EMD and registration status etc., if exemption is claimed.
- (iv) Scanned copy of registration/authorization by the manufacture of the UPS Battery.
- (v) Scanned copy of PAN.
- (vi) Scanned copy of filing of VAT return for the latest assessment year.
- (vii) Scanned copy of acceptance of Terms and Conditions of NIT in the given format as Annexure-I.
- (viii) Scanned copy of Service Tax Registration.
- (ix) Scanned copy of sale tax registration.
- (x) Scanned copy of past performances.
- (xi) Scanned copy of "Non-black listing certificate".
- (xii) Scanned copy of the balance sheet duly certified by CA.
- (xiii) Scanned copy of latest Income Tax return.
- (xiv) Scanned copy of Income Tax clearance certificate/Returns for last three years.
- (xv) Scanned copy of current Sales Tax/VAT/Service Tax clearance certificate duly attested by Gazetted officer.
- (xvi) Scanned copy of satisfactorily executed tenders in the last 3 years, minimum 3 ARCs of more than One hundred UPS Batteries at each location.
- (xvii) Scanned copy of address of the workshop with telephone numbers/fax numbers in Delhi/New Delhi..
- (xviii) Scanned copy of list of engineers on the rolls of the firm with qualification and experience.
- (xix) Scanned copy of infrastructure & back-up facilities
- (xx) Copy of ISO certified for ARC of UPS Batteries.

NOTE:

1. *Only those firms who fulfill the aforesaid conditions as mentioned at Sl. No. (i) to (xx) shall be eligible for consideration in the next stage.*
2. *The tenderer/bidder should submit these documents as NSD (Non Sensitive Documents).*

FINANCIAL BID

- (i) Financial bid of only those firms will be opened which qualify in Technical bid.
- (ii) Rates should be **quoted in Indian Currency.**
- (iii) The rates quoted for batteries under buy back will not be considered for evaluation of the Financial Bid.

Note:

1. Applicant firms should follow all the instructions strictly.
2. Applications not found in order are liable to be rejected.
3. No representation will be entertained in this regard.

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Terms & Conditions

- The tender should be submitted in scanned copy neatly typed (preferably computer generated) and free from over writing/cutting, Correcting fluid should not be used in any case. Alterations unless legibly attested by the tenderers shall disqualify the tender. All the documents shall be serially numbered and signed by the tenderer.
- The vendors interested in participating in e-tender should have registration on e-procurement portal in Delhi Government and class II B digital certificate/signatures. For registration on e-procurement site, vendor may contact e-procurement help desk at Room No. 129, Level -I, Delhi Secretariat. I.P. Estate, New Delhi.

Contract Period: TWO years running contract w.e.f. the date of award of the contract.

1. Only physical EMD and copies of uploaded documents on e-procurement site be put in tender box available in the Computer Branch, Room No. 232, Second floor, Tis Hazari Courts, Delhi (Ph. 011-23926867) up to 4.00 p.m. on or before 17/07/2015.
2. The envelope containing EMD must be superscripted with Tender ID and name of the company.
3. Rate should be quoted online in e-tender including of applicable taxes/VAT etc.

The technical and financial terms and conditions of ARC shall be as follows:-

TECHNICAL TERMS and CONDITIONS

1. The firm must be a registered/authorized by the manufacture of the supplied battery.
2. Earnest money of Rs. 1,00,000/-(Rupees One Lac Only) in form of Bank Draft drawn in favour of **The District & Sessions Judge (HQs), Delhi**. Cash and Cheque will not be accepted. No interest shall accrue on this amount.
3. Quotations received without earnest money shall summarily be rejected without assigning any reason thereof and no tenderer shall have any right to represent against it, even if, his quotations happen to be the lowest.
4. The earnest money shall be forfeited, if the contractor fails to abide by the rules of this tender/terms of ARC.
5. Copies of similar Annual Rate Contracts received from Government and reputed private organization be submitted.
6. The firm must be having annual turnover of minimum Rs. 25 lakhs or more in Maintenance Service only, during each of the financial years. Copy of the balance sheet duly certified by CA is to be enclosed with tender documents.
7. The firm should submit valid Income Tax clearance certificate>Returns for last three financial years.
8. The quotation must be accompanied with copy of current Sales Tax/VAT/Service Tax clearance certificate duly attested by Gazetted officer. Without the above certificates and EMD the quotation shall be rendered invalid.
9. The rates should be valid during the tenure of the tender.

10. This department may accept the tenders at any time within period of 90 days from the date of submission of tenders and no change in the rates quoted will be accepted.
11. The quotations should be accompanied with the specifications/details of the batteries and **sample be submitted at the time of opening of Technical Bid.**
12. This department will not be responsible for any loss or damage to any sample supplied with tender viz due to the major natural calamities i.e. Fire, Flood, Stampede, Earthquake, Tornado etc.
13. If the unapproved sample will not be taken within 3 days of decision of this department, this department will not be responsible for any loss/ damage to such samples.
14. The tenderers/vendors will furnish warranty against any defect in the articles and for its replacement without any extra cost or charges of any kind for a period of one year at least.
15. The articles of hardware to be supplied by the vendor/ tenderers should conform to the sample submitted by the tenderer/vendor with tender form. It must be of good quality, strength and branded.
16. Tenderers/vendors who do not have permanent Sales Tax No./VAT No./Service Tax No. need not apply.
17. This department reserves the right to relax/waive or alter any of the General Terms & Conditions, if it finds sufficient reasons to accept a tender with regard to the price, quality, standard of the tenderer in the market and other relevant conditions.
18. The firm should be registered with Delhi Sales Tax Department for Works Contract Tax.
19. The firm should submit the Copies of PAN and VAT Numbers.
20. The tenderer should enclose the details of their infrastructure & back-up facilities available with them.
21. The tenderer should enclose the details of manpower on their Roll with qualification etc.
22. List of engineers on the rolls of the firm with qualification and experience should be given.
23. The address of the workshop with telephone number/s and fax number/s in Delhi/New Delhi has to be given.
24. The bidder must be currently maintaining more than one hundred UPSs for replacement of batteries at a minimum of three locations in Delhi/NCR. Copies of two such work order or any other documentary evidence clearly showing that more than one hundred UPSs for replacement of batteries are being maintained at a single location should be attached.
25. The agency must have satisfactorily executed in last 3 years minimum 3 ARC of more than one hundred UPSs for replacement of batteries. Necessary supporting documents as required must be attached.
26. The tenderer may furnish the details of distributorship, if any, for UPS batteries.
27. A general undertaking that all terms and conditions of this Bid Document are acceptable in the format placed at **Annexure-A** to this document. This needs to be signed by an authorized person of the applying firm.
28. Department may any further technical terms and conditions suiting to its requirements and needs.
29. Each paper of the tender should be numbered and stamped by the tenderers/vendors with the seal of the firm.
30. The vendor/tenderer should not have been black listed by any Govt. Department.

31. The tender must be unconditional. If the tenderer imposes any condition this department may reject tender without assigning any reason.
32. When any working day is declared a holiday, then tenders will be opened on the next working day.
33. The rates be quoted in words as well as in figures, without any overwriting or erasing which will render particular item invalid.
34. Every tender will be considered to be complete only if the tenderer accepts all the terms and conditions of the tender.
35. The sample of each battery will be kept by the department during the tenure of the tender. The sample battery will not be returned in any circumstance before the completion of the tender period.
36. The Department have reserve the right to check/verify the supplied batteries from the manufacture/OEM.

Note:-

- (I) It is mandatory to submit documentary proof against each of the points of Technical Terms and Conditions.
- (II) Unnecessary documents may be avoided/need not be attached.

37. The firms meeting the above technical terms and conditions only should participate in the tendering process. The financial bid of only those firms will be considered which fully fulfill the above mentioned Terms and Conditions.

FINANCIAL TERMS AND CONDITIONS:-

38. The Financial bid should contain the rate in the format as prescribed in **Annexure "B"**.
39. The Department reserves the right to grant this tender as a whole or part for the equipments mentioned at Annexure "B". Decision of Department shall be final in this regard.
40. The rates quoted should also cover the supply maintenance as well as replacement of UPS batteries.
41. The rates quoted will be inclusive of all taxes and charges whatsoever including VAT/sales tax, custom duty, service tax, transportation etc.
42. The EMD of firm whose quotation is finally accepted shall be retained by the department as security deposit and not interest shall accrued on this amount.
43. The earnest money shall be returned to all participating firms after the finalization of the contract but the EMD of successful firm shall be returned only after successful completion of the ARC tenure.

Note:-

1. Only the firms meeting the above financial terms and conditions should apply. The firm which fails to fulfill any of the above terms and conditions will be automatically disqualified for the purpose of this tender.
2. The tenders received after the due dates and time shall not be considered by this department.

GENERAL TERMS AND CONDITIONS

1. The ARC will be valid for two years but it may be extended for further period of one year on the same terms and conditions mutually agreed, at the sole discretion of this department.
2. This department may extend the ARC for further one year if the work is found satisfactory during the previous year in its sole discretion.
3. The contract shall initially be for a period of two years from the date of signing of the contract. The contract may be renewed for a further period of one year with *same terms and conditions/or mutually acceptable conditions*, if the Department is satisfied with the functioning of the service provider.
4. This tender is not transferable.
5. In case the contracting firm is not able to accept the contract after it is awarded or if it is not able to do the work after accepting the contract such firm will be liable to pay the damage to Department including the cost which the Department will have to incur for getting such work done. The EMD/ Security Deposit of defaulting firm would also be forfeited by the department in favor of The District & Sessions Judge (HQs), Delhi.
6. The above act of backing out would automatically debar the contractor from any further dealing with department.
7. The Department reserves the right to reject any or all the tenders in whole or in part without assigning any reason whatsoever, or increase or decrease of quantities of any item of the work and the successful tenderer shall perform the same at the rate quoted. The Department reserves the right to award the contract on the basis of quotations for each item separately or collectively.
8. The Department reserves the right to terminate the contract at any time before the expiry of contract period, if the work of the vendor is not found to be satisfactory and forfeit the EMD/Security deposit.
9. In case the job work or material used is found below the standard and are not according to the specifications, this department reserves right to forfeit the whole claim, EMD/ Security deposit or part thereof. The decision of this department will be final conclusive and binding.
10. The Department reserves the right to accept or reject summarily any or all tenders in whole or in part without assigning any reason whatsoever, or increase or decrease of quantities of any item of the work and the successful tenderer shall perform the same at the rate quoted.
11. The Department reserves right to inspect company's site to assess infrastructure before awarding the onsite ARC and it may reject the contract given to the firm/s in the event of departments dissatisfaction about company's infrastructure or otherwise. Decision would be final in this regard.
12. It shall be the responsibility of the firm to make all the UPS batteries working satisfactorily throughout the contract period and to hand over the UPS Batteries in working condition to the Department after expiry of the contract.
13. The Department takes no responsibility for delay, loss or non-receipt of a quotation after dispatch.
14. The department may impose any other conditions as it deems fit and proper at the time of awarding of the contract.
15. The vendors /tenderers will have to make supplies or execute the job within the stipulated time. Department may extend the time on written request for sufficient reason.
16. If tenderer withdraws at any time or repudiate the contract before the completion of the period of contract then whole of the EMD/ Security deposit shall be forfeited.
17. It will be at the discretion of the Department to make inquiries either itself or through any of the officials of this office to Judge the suitability and capability of the vendor.

18. This department may impose and claim further liquidated damages as it think fit for any delay/defective work or material etc.
19. The contract shall not assign or transfer this agreement or any part, thereof or any benefit hereunder without the written consent of the department.
20. The vendors have to submit the guarantee/warrantee certificate of each and every battery replace/supplied and no extra charge will be paid in case of any change of battery during the guarantee/warrantee period.
21. The Department shall not pay any extra charges except the charges of the batteries replaced during the period.
22. The Department reserve the right to impose any penalty in against any faulty, beyond recommended, non-genuine batteries supplied by the successful bidder and to recover the damage cause due to such act during the tenure of the tender. Such penalty would be upto five times of the cost of the battery against each battery and the vendor may be black listed.
23. The extra expenditure incurred by this department shall be deducted from the security deposit and the balance will be recoverable from the contractor/supplier.

GENERAL INFORMATION:

1. For the purpose of this onsite ARC work the supply and replacement of UPS batteries would be made.
2. The services will be provided by the vendor at the office of the District & Sessions Judge, Tis Hazari Courts, Patiala House Courts, Karkardooma Courts, Rohini Court, Saket Courts Complex & Dwarka Court, Delhi or at the residential offices of the Judicial Officers whether at Delhi or NCR or wherever necessary/required. No separate cartage/transport charges will be paid.
3. Job card will be maintained strictly by the vendor and signature of officers and the users will be obtained after replacement/Service.
4. The operating environment conditions in which the equipments are presently installed are quite satisfactory. The vendor will not raise any conditions/objections with regard to the working environment for the equipment covered under this ARC. The ARC would be given on as-is-where-is basis.

SERVICE ASSURANCE:

The engineer shall attend to all the complaints received immediately as follows to be verified manually or through computerized management system.

- i. The response time for maintenance call should not exceed 24 hours.
- ii. The system down time should not exceed twelve hours from the time at which the complaint was made. If the down time is more than twelve hours, the vendor shall provide a standby system. In case, the batteries are not replaced or standby UPS is not provided within stipulated time the Department may choose to get the same replaced from any other agency and the cost & expenditure incurred therein shall be recovered from the vendor.
- iii. All the replacements of the UPS batteries shall be carried out on site at the place where it is located.
- iv. The replacement of the batteries shall be as per manufacturers' instructions under orders of IT division. The parts so replaced would belong to the company.

- v. Any damage or loss caused to the Computer/s, Laptop/s or UPS, etc. or their parts due to negligence, mis-handling shall be made good by the company either by payment in cash at the prevailing market price of that items or by a new one of the same make and specifications.
- vi. The batteries to be replaced by the vendor/tenderer should preferably be of the same company or should conform to the specifications as aforesaid by the tenderer/vendor with tender. It must be of reputed brand only. The firm shall use genuine/original batteries for replacement wherever needed.
- vii. The Contractor shall take all the preventive measures, which are necessary for the upkeep of the computers. The schedule of preventive maintenance amongst other works shall include:
- viii. The services will be provided by the vendor within stipulated time and period failing which the work will be got completed at the risk and costs of the vendor from other contractor/supplier, and the cost so incurred will be recovered from the vendor.
- ix. The firm will be bound to supply the items as per approved quality strictly within stipulated time and period, failing which action will be taken against vendor.
- x. The tenderers have to ensure that the engineers deputed by them for this office should be well conversant with the work assigned to them and they must at least be diploma holders
- xi. The engineers should have at least five years experience in dealing/maintenance of UPS batteries.
- xii. The Firm is required to provide evidence in dealing/maintenance of respect of qualification and experience, which would be checked by department to verify the suitability/competency of the service engineers.
- xiii. The contractor shall arrange to get the character and antecedents of engineer/workers verified from Police authorities before their deployment with Department for this assignment.
- xiv. There full particulars should also be furnished to Department for the purpose of entry passes.
- xv. The engineer must be equipped with mobile phone by company for quick communication.

PAYMENTS:

The payment shall be made on quarterly basis on the satisfaction of the department.

- (a). No advance payment will be made in any case. The payment of ARC will be released quarterly (after deducting penalty if any) on satisfactory completion of all the complaints for replacement of the batteries. For this purpose, the contractor shall submit bill to the department and payment shall be made by it within 30 days from the receipt of bill.
- (b). The payment will be made after proper deduction of TDS and other taxes as per prevailing rule/rates.
- (c). Any payment made in excess shall be refunded by the Company to Department.
- (d). The company will not have any legal right to proceed against Department in the event of late payment due to unforeseen reason/s.
- (e). No escalation of prices shall be permitted on any ground.
- (f). Enhancement or decrease/increase of taxes, duties or prices etc., will not affect the ARC rates during entire period of the contract. No difference shall be paid or claimed as a result of the above.

- (g) The vendor have to submit the certificate alongwith the bills raised for payment that the batteries replaced/supplied by the firm are as per the accepted specification of battery.
- (h) If due to un-avoidable circumstances, the accepted specification battery is not available in the market/OME, the vendor have to apprise the department with such situation alongwith sample battery of similar/upper specification for approval of the department and it is made clear that the vendor not supposed to replace/supply other battery which is not as per approved sample/specifications.

DISPUTE SETTLEMENT:

- (a). In the event of any dispute the decision of this department would be final, binding and conclusive upon the vendor for all intents and purposes. The disputes and differences arising from this contract be referred to the sole arbitrator appointed by the District & Sessions Judge, Delhi and be decided in accordance with arbitration and conciliation Act, 1996.
- (b). In case of disputes, Delhi courts alone will have the jurisdiction. The venue for arbitration will be New Delhi.
- (c).After the tenders are opened no attempt will be made to meet any Member/Chairman of the Committee to influence their decision.

(MANOJ JAIN)

Additional Session Judge/Chairman
Centralized Computer Committee
Tis Hazari Courts, Delhi

**DECLARATION REGARDING ACCEPTANCE OF
TERMS AND CONDITIONS CONTAINED IN THE TENDER DOCUMENTS**

To

Ld. District & Sessions Judge (HQs),
Tis Hazari Court Complex,
Delhi

Respected Sir,

I have carefully gone through the terms and conditions contained in the Document (No. _____ dated _____) regarding ARC of the UPS Batteries installed at District Court Complexes and the UPSs installed and wherever installed.

Terms and Conditions of the Tender Documents are acceptable to my Company and the company will be bound to abide by the tender terms and conditions.

I, further certify that I am an authorized signatory of my Company and therefore, competent to make this declaration.

Yours very truly,

Witnesses:-

Name:

Designation:

Company Name & Address:-

Place:

ANNEXURE-II

Sl. No.	Detail of Batteries under Annual Rate Contract	Buy Back Rate of Old Batteries
1	7 AH / 12V	
2	17 AH / 12V	
3	26 AH / 12V	
4	28 AH / 12V	
5	42 AH / 12V	
6	65 AH / 12V	
7	70 AH / 12V	
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