

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

E-TENDER NOTICE

Tender Reference No. 2020_DDC_192968

e-Tender invited from eligible firms of reputed with past experience in the same field and sound financial capability for the execution of **Annual Maintenance Contract (AMC) for 4584+100 nos. of LAN Nodes and 310 nos. of LAN Switches installed at all District Court complexes in Delhi for the period of two years from the date of award of tender and extendable for one year on mutual consent.**

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

Name of work: Annual Maintenance Contract (AMC) for 4584+100 nos. of LAN Nodes and 310 nos. of LAN Switches installed at all District Court complexes in Delhi for the period of two years as reproduced hereunder :-

| S.No | LAN Hardware Item & Specification | Total |
|------|---|------------|
| 1 | Manageable Switches (L2) with Ports 24 | 192 |
| 2 | Manageable Switches (L2) with Port 48 | 29 |
| 3 | Manageable Switches (L3) | 17 |
| 4 | Un-Manageable Switches (L2) | 42 |
| 5 | Hub Switch | 30 |
| 6 | Nodes (PC to Rack) | 4584 |
| 7 | Patch Cord (3 - 7 feet) | 8768 |
| 8 | Cat 6/5 IOs (Faceplate) | 4384 |
| 9 | Jack panel | 257 |
| 10 | Optical fiber Patch Cord (Single Mode/Multi Mode) | 335 |
| 11 | No of Segments of Optical Fiber cable (Indoor/Out-door 6 core tight buffered armored cable) having Total Length 13089 Mtrs | 158 Nos |
| 12 | Modules (Single Mode/Multi Mode) | 334 |
| 13 | LIU 12 Core | 207 |
| 14 | LIU 24 Core | 2 |

EMD : Rs. 2,00,000/-

Date of online Submission of Tender : 07/08/2020 at 11:00 AM

Last date for submission of EMD (at Tis Hazari Courts) : 29/08/2020 at 4:00 AM

Opening of Technical Bid at 4 P:M Tis Hazari Courts : 29/08/2020 at 04:00 PM

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

(V.K. Bansal)
Chairman
Centralized Computer Committee
Tis Hazari Courts, Delhi

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

TENDER EVALUATION

The evaluation of the Tender involves two stages scrutiny:

A. Technical Bid

B. Financial Bid

TECHNICAL BID

Minimum Eligibility Criteria for Bidders: Eligibility Criteria as given in the **Annexure "B"**.

The applicant should submit the following documents online as well as file a copy of the same with the department:

1. Earnest money of **Rs. 2,00,000/- (Rupees Two lakh only)** in the form of Demand Draft/ Bankers Cheque issued by a Nationalized Bank in the name of District & Sessions Judge (HQs), Delhi along with Scanned copy of EMD as mentioned above.
2. Certificate regarding non-depositing of EMD and registration status etc., if exemption is claimed.
3. Acceptance of Terms & Conditions of NIT as given in format (**Annexure-"C"**).
4. Photocopy of PAN Card.
5. GST/Service Tax Registration Certificate.
6. Details of past performances showing satisfactorily executed AMC projects during last three years. The applicant should have preferably performed minimum three AMC contacts of minimum 2000 LAN Points.
7. Declaration in respect of Non-black listing of the firm.
8. The applicant must have annual turnover more than Rs. 1,00,00,000 (Rupees One Crore) in Maintenance Service during the last three financial years. The copies of the balance sheets of the last three financial years duly certified by the Chartered Accountant/Company Secretary/Auditors be annexed.
9. Income Tax return for last three financial year's along with income Tax clearance certificate.
10. GST 'Tax Return' for the latest assessment year.
11. GST Tax clearance certificate.
12. ISO quality certification, if any.
13. The applicant firm must be registered as Limited or Private Limited firm under the Companies Act.
14. The applicant firm shall provide details of infrastructure and backup facility.
15. List of Hardware & Network Engineers on roll of the firm with their qualification.

NOTE:

- a. Copy of all the aforesaid documents along with EMD shall be submitted to the department at Computer Branch, Room No-232, Tis Hazari Court Complex on or before the date of closing of tender.
- b. Only those firms who fulfill the aforesaid conditions as mentioned above shall be eligible for consideration in the next stage.

(V.K. Bansal)
Chairman
Centralized Computer Committee
Tis Hazari Courts, Delhi

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

TENDER FOR AMC OF LAN NODES & SWITCHES

Nature of Contract: Annual Maintenance Contract (AMC) for 4584+100 nos. of LAN Nodes and 310 nos. of LAN Switches installed at all District Court complexes in Delhi. (Annexure -"A")

Contract Period: Two years from the date of Award of the Contract extendable for one year on mutual consent

The firms fulfilling the Terms & Conditions, as prescribed below, may submit their bids super-scribed as "Quotation for Comprehensive onsite AMC of LAN Nodes & LAN Switches" and addressed to the **Chairman, Centralized Computer Committee O/o the District & Sessions Judge, (HQs) Delhi.**

- a. The bid shall be submitted online only at Government of NCT of Delhi Portal Website <http://govtprocurement.delhi.gov.in>, Manual bids will not be accepted under any circumstances.
- b. Tenderers/Bidders are advised to follow the instruction provided in the "Instructions to Tenderers/Bidders" specified in **Annexure-E** of the Tender document for e-submission of the bids online through e-procurement/e-Tendering System Govt. of NCT of Delhi portal website <http://govtprocurement.delhi.gov.in> and <http://delhidistrictcourt.com>

Financial bid:

| (Financial Bid) (to be submitted in BOQ format online) | |
|---|------------------|
| Document | File Type |
| Financial bid as per Annexure "D" of this tender document | .xls |

Financial terms and conditions:

- a. The bidder must submit the financial bid in the prescribed format (BOQ file) as specified in **Annexure "E"** of this tender document and no other format is acceptance. Bidder is required to download BOQ file and after opening the same, the bidder has to complete the unprotected cells with their respective financial quotes **(the rate per unit for each item in both figures and words (inclusive of applicable taxes))** and other details, such as name of the bidder etc. No other cells should be changed. Once the details have been completed, the bidder should save and submit online without changing the file name. If the BOQ file is found modified, the bid will be rejected. The bidders are strictly advised to refrain from quoting unrealistic prices.
- b. Rates should be quoted in Indian Currency inclusive of all admissible taxes.
- c. Lowest quoting Bidder will be selected and in case it is found that such bidder has failed to quote for all items such bid will be rejected and EMD submitted with the bid documents will be forfeited and next quoting bidder will be considered and so on.

- d. The request by successful Bidder for rate variation due to fluctuation in the foreign exchange rate (USD) will not be considered at any stage/during the contract period.
- e. The Bidders may quote unconditional rates per item/unit strictly as per list enclosed and such price/rate shall remain valid during the entire duration.
- f. Bidder firms should follow the instructions strictly.
- g. If the bid is not found in order, the same will liable to be rejected. It may be noted that no representation will be entertained in this regard.
- h. If two or more bidders have offered the same rate (s), the department reserves right to classify all such bidders as lowest and divide the purchase order suitably.
- i. No request for increase in quoted rate shall be accepted under any circumstance during the contract period.
- j. The Financial bid should contain the rate against each item separately. The rates quoted will be inclusive of all taxes and charges whatsoever viz. including GST/VAT/sales tax, duties, levies, service tax, transportation etc.
- k. Department reserves the right to grant this tender as a whole or in part. Decision of Department shall be final in this regard.
- l. The rates quoted should also cover the supply, installation, training, trouble shooting and helpline.
- m. The EMD shall be refunded to the unsuccessful Bidders against proper receipt and record. The EMD of successful bidder/firm shall be returned only after submission of Security Deposit/Performance Guarantee, as decided by the department. The security deposit will be released only after satisfactory execution of the contract.
- n. The Bidder fails to fulfill any of the terms and conditions will be automatically disqualified for this tender.
- o. The Bids received after the due date and time shall not be considered / entertained by the department.

Opening of Technical Bid & Financial Bid:

- a. Online bids (complete in all respect) received along with demand draft against EMD (Physical) will be opened, as per stipulated date and time as indicated in the tender document, in presence of bidder's representative, if available at the venue decided by the department. Bid received without EMD will be rejected straightway.
- b. Technical bid of only those bidders, whose bids declared eligible, will be evaluated.
- c. It be noted that documents submitted online along with the technical bid will be perused/examined and in case of any deficiency, the technical bid will be rejected summarily and financial bid will not be opened.

- d. After scrutiny of technical bids, the office shall shortlist the eligible bidders and convey the date and time of opening of Financial Bids (preferably by e-Mail/whatsApp or any other virtual mode).
- e. The representatives of the bidders willing to attend tender opening process will have to submit the letter of authorization to this effect.
- f. In case the date of opening of tender is declared a holiday for unexpected reason, the tender shall be opened same time on the next working day or as decided by the department.
- g. Bids shall be summarily rejected, if received other than Delhi Govt. e-procurement portal website <http://govtprocurement.delhi.gov.in>.

Extension of last date under Discretion of the Department:

The department may in its discretion extend the last date of e-submission of the online bids and such extension shall be binding on all the bidder/s, the Addendum/Corrigendum will be published on the Website of Delhi District Court and Delhi Govt. e-portal <http://govtprocurement.delhi.gov.in>.

TERMS & CONDITIONS OF THE CONTRACT:

1. The comprehensive maintenance includes preventive maintenance/regular services of the LAN Nodes (LAN Networking) and LAN switches, conduit pipes, Fiber Optical Wires including accessories/or replacement of all such hardware/items necessary to keep them in perfect working order/ condition at all the times during the period of the Annual Maintenance Contract from any defects/disturbance and shall provide corrective and maintenance services requires for full functioning.
2. The replacement of all spares of hardware is included under the AMC. Defective parts will be replaced with same make or better quality/configuration in case of non-availability of the existing specification hardware/items without extra charges of any kind and a certificate to be submitted with the department certifying therein that the replaced hardware/item is similar or better in quality/configuration.
3. The comprehensive maintenance shall be carried out at all the District Courts Complexes (Tis Hazari, Patiala House, Karkardooma, Rohini, Dwarka, Saket or wherever the LAN Nodes & Switches have been installed).
4. In case the equipment is non-repairable at District Courts premises, then same will be taken for repair out of the court complex subject to provide/install substitute/standby thereof and deliver the equipment/s after its repair within the maximum period of seven days, at their own cost and risk. Job card will be maintained strictly and signature of the users will be obtained on every visit.
5. The bidder must be certified under ISO for quality standards of AMC for LAN networking and related items/hardware.
6. The bidder must be registered as Limited or Private Limited under the Companies Act.
7. The original hard copy of Earnest Money Deposit of **Rs. 2,00,000/- (Rupees Two Lakh Only)** in the forms of Demand Draft/Pay Order in favour of **"The District & Sessions Judge (HQs), Tis Hazari Courts, Delhi 110054** be submitted with the bid documents or dropped in the Tender Box kept in

Computer Branch, Room No. 232, 2nd Floor, Tis Hazari Courts Complex, Delhi-110054, failing which bid will not be considered.

8. The quotations/bids received without EMD shall summarily be rejected without assigning any reason thereto and no bidder shall have any right to represent against it, even if, his quotations happen to be the lowest.
9. The EMD shall be forfeited, if the bidder fails to abide by the tender condition. No interest shall be payable on EMD.
10. The firm whose quotation is finally accepted shall deposit performance security money, 5% of total cost of annual contract in the form of demand draft/term deposit or bank guarantee drawn in favor of the District & Sessions Judge (HQs), Delhi. No interest shall accrue of such security deposits.
11. The EMD shall be returned to the unsuccessful applicants/bidders against proper receipt and record and on submission of written request thereto. The EMD of successful bidder shall be returned only after submission of performance guaranty/security deposit, which shall be released only after successful execution of contract.
12. The bidder shall enclose details of infrastructure and backup facility.
13. The bidder shall provide the list of Hardware and details of Network Engineers on roll with their qualification, copy of identify proof and experience along with the bid documents.
14. The successful bidder shall check and repair/replace the LAN Nodes (Patch Cord, IOs), switches, conduits, wire in between Patch Panel to IO Box and backbone fiber optical wires & it's hardware equipments, Fiber patch cord, LIU, Modules, Pigtail installed in the Court Complexes or the place within the domain of Delhi District Courts besides other equipment's pertaining to the LAN connectivity every month and submit a report to the Computer Branch of respective Court Complex failing which penalty of Rs.5000/- (Five thousand) shall be imposed on every default and such penalty will be adjusted/deducted from the pending bills/Performance Guarantee/Security Deposit.
15. All repairs and service of equipments shall be carried out on site and only in exceptional circumstances the equipment/component allowed to be taken to the company premises/service centre after installing/providing standby component till rectification of complaint/re-installation.
16. The equipment taken to workshop for repair would be at own risk of successful bidder and all expenses shall be borne by them. The department will not be liable for any damage and carriage/travelling expenses.
17. The replacement of components or equipment shall be in consultation and after approval of the department under orders/guidelines of IT Division.
18. Any damage or loss to the equipments due to negligence, mishandling shall be borne by the successful bidder/service provider either by payment in cash at the prevailing market price of the equipment/items or by replacing equipment/item of same make and specification having better configuration/specification subject to the satisfaction of the department.
19. The contractor shall maintain and use genuine/OEM components for replacement wherever needed and shall not use sub-standard/duplicate component in any condition.
20. The bidder must have annual turnover of more than Rs. 1,00,00,000 (Rupees One Crore) in Maintenance Service of Local Area Network during the Last Three

Financial years and in support there shall provide copies of the balance sheets duly certified by Chartered Accountant with the bid documents.

21. The bidder must have satisfactorily executed three AMCs contracts during the last three years. Copies of AMCs executed with Government/Authorized/reputed private organization be enclose with the tender documents.
22. The bid must accompany with attested copy of current GST Tax clearance Certificate and Income Tax Clearance Certificate failing which the bid shall not be entertained.
23. The address of the bidder with telephone number/s and fax number/s in Delhi/New Delhi has to be provided with the bid documents.
24. The bidder shall have dedicated email address (es) and landline/mobile connection and provide the same to the department for forwarding the complaints.
25. The bidder has to submit an undertaking that all the terms and conditions of this Bid Document are acceptable in the prescribed format **(Annexure-C)** of this bid documents duly signed by an authorized person of the bidder firm with seal of the firm, the copy of authorization be annexed with the bid.
26. The bidder has to submit undertaking that it has not been black listed by any Govt. Department.
27. Each and every paper/document of the tender should be duly numbered and stamped by the bidder with the seal of the firm.
28. The operating environment conditions in which the equipments are presently installed are quite satisfactory. The bidder/contractor will not raise any condition/objection with regard to the working environment for the equipment covered under this contract as would be given on as-is-where-is basis.
29. The system down time should not exceed 30 minutes in any case from the time of forwarding of complaint.
30. In case, the LAN Node (Jack Panel to IO UTP Cable) backbones (LIU to LIU Optical fiber cable), Optical Fiber Patch Cord, Pigtail, Patch Cord is not repaired or standby not provided within stipulated time, the Department may elect/choose and at liberty to get the same repaired or replaced from any other outside agency and the cost & expenditure incurred thereon shall be recovered from the vendor/successful bidder and the Department is also at liberty to levy /impose penalty @ Rs.1000/- per hour-per complaint.
31. In case, any switch becomes faulty then the standby switch will be provided immediately till removal of the fault failing which penalty of Rs. 2000/- per day per switch will be levied against the contractor.
32. In case, the switch is not repaired within seven days, the Department may elect/choose to get the same repaired or replaced from any other outside agency and the cost & expenditure incurred therein shall be recovered from the contractor and the Department may also impose additional penalty up to @ Rs 5000/-.
33. The Successful bidder/AMC holder shall maintain/provide labeling of cables, I/Os box, each port of jack panel and each port of switch(s) failing which the department shall impose/recover penalty @ Rs.500/- per day.
34. The Contractor shall replace old/breakage, IO, LAN switches, wires, Patch Cord and conduits, fiber optical wires & it's hardware equipments, Fiber patch cord,

LIU, Modules, Pigtail damaged by monkey/rat, normal decay or any other reason immediately, without any reason failing which same be got replaced/repared from other agency and expenses thereon shall be deducted from the outstanding bills/security deposit beside the department will be at liberty to impose penalty up to twice of the amount of the replacement/repair cost.

35. The Contractor will ensure that all the wires from LAN point to Switches or any other wire related to the LAN are proper under conduit/channel and specified security measures will be taken and no extra charge will be paid for the same.
36. The AMC will be valid for Two years from the date of Award of Contract and may be extended for further period of maximum one year on mutual agreement to the existing terms and conditions of the contract.
37. The Department reserves its right to terminate the contract at any stage before expiry of contract period, if the work of the vendor found unsatisfactory and the EMD/security shall be forfeited without assigning any reason.
38. The Department will be at discretion to make inquiries either itself or through any officials of this office to decide the suitability and capability of the bidder/s.
39. In the event of any dispute, the decision of this department would be final, binding and conclusive upon the successful bidder/contractor for all intents and purposes.
40. The decrease/increase of taxes, duties or prices etc., will not affect the AMC rates during entire period of the contract.
41. The department may impose any other conditions as deemed fit and proper at the time of award of the contract.
42. This department may accept the bids at any time, within the period of 90 days from the date of submission of bid/s and the successful bidder would keep the quoted rates valid for such period.
43. The services will be provided by the successful bidder/contractor at Tis Hazari Courts, Patiala House Courts, Karkardooma Courts, Rohini Courts, Dwarka Courts and Saket Court Complexes, Delhi/New Delhi or wherever necessary/required for the hardware installed in the premises within the domain of Delhi District Courts. No separate carriage/transport charges will be paid.
44. This department may impose further liquidated damages as deems fit for any delay or replacement of LAN items/periphery with the non compatible, defective, unsuitable, non-branded, lower/inferior quality than the original item/periphery to be changed/replaced etc.
45. The quoted rates in the bid for AMC shall be inclusive of all taxes and charges including VAT/ Sales Tax, Custom Duty, Service Charge/Tax GST, Transportation etc and no additional charges will be paid in any circumstance.
46. This department reserves the right to accept or reject any bid without assigning any reason whatsoever.
47. The bids received after the due date and time shall not be considered by the department.
48. No attempt shall be made to contact Chairman or any Members of the Committee to influence the decision/tender process.
49. The bidders should provide onsite warranty for all hardware/items against manufacturing defect for a period of at least one year or extended as per OEM guarantee/warranty period.

50. The items/hardware supplied by the bidder/vender should confirm to the standard specifications and of good quality, strength and brand.
51. The complaint related to software and configuration of any hardware/item covered under AMC shall be carried out /resolved by the successful bidder/contractor, failing which the penalty of Rs. 1000-/ per item/hardware except switches will be imposed and recovered accordingly.
52. Tools and LAN Hardware items should be kept in stock of Resident Engineer so that uninterrupted AMC services could be provided at all court complexes/premises of Delhi District Courts.
53. The tender must be unconditional. If any bidder imposes any additional condition, then department may reject the tender without assigning any reason.
54. The tender/bid is not transferable. No assignment and sub-contracting is permitted.
55. The rates should be quoted in words as well as in figures, without any overwriting or erasing which will render particular item invalid.
56. The physical copy of complete bid/tender be put in the Tender Box kept in the Computer Branch, Room No.232, 2nd Floor, Tis Hazari Courts, Delhi up to 4.00 P.M on or before the last date of submission of bid, the Tender Box will be opened in the presence of the Committee and Bidders (if present) after expiry of bidding date and time..
57. If the Bid/Tender opening day is declared holiday then the tender will be opened on the next working day or on the date notified for the same.
58. The Financial bid should contain the rate and information in regard to manufacturing company/firm against each item separately in the prescribed format.
59. Department reserves the right to award this tender as a whole or part of the entire equipments/items and the decision of the department shall be final.
60. The bidder who fulfill the above financial terms and conditions should apply in/for Financial and Technical bid (in separate sealed covers).
61. The bidder, if fails to fulfill any of the terms and conditions of the tender, then their bid will be automatically disqualified.

PAYMENT

62. No advance payment will be made in any circumstance. The payment of AMC will be released quarterly after deducting penalty, if any and on satisfactory completion of maintenance work and for this purpose, the successful bidder/contractor have to submit bills to the department. The payment shall be made on completion of all codal formalities.
63. If the report received from any of the Court Complex that work/services are not-satisfactory during the period of AMC then admissible amount for such period with levied penalties will be deducted from the outstanding bills/security deposit.
64. On receipt of non-satisfactory report from any of the Court Complex/office, the amount to the extent of 1/6th ratio will be deducted with levied penalties from the bills/security deposit without assigning any reason thereof.
65. The payment will be made after proper deduction of admissible taxes, as per prevailing rule/rates.

66. Any payment made in excess will have to be refunded by the bidder/contract to the department immediately on demand.
67. No escalation of prices shall be permitted on any ground. Enhancement or decreases of taxes, duties or prices of components, etc., will not affect the AMC agreed rates during the entire period of AMC; no difference shall be paid or claimed as a result of the above.
68. The Department shall not pay any extra charges except AMC charges.
69. The successful bidder/contractor will not have any legal right to proceed against Department in the event of late payment due to unforeseen reason/s.

SERVICE ASSURANCE

70. A logbook shall be maintained in the Computer Branch of all the court complexes to maintain records of all complaints. An attendance register shall also be maintained in court complexes to mark attendance of Resident Engineers.
71. The successful bidder/Contractor shall provide Two Resident Engineers at Tis Hazari Courts Complex and Karkardooma and One Engineer each at Rohini, Patiala House, Dwarka & Saket Court Complex, so that the complaints are regularly attended and rectified without any delay or default.
72. The Resident Engineers shall be provided by the successful bidder/Contractor in all the court complexes from 09:00 AM to 06:00 PM on all working days and if required, the Engineers have to work even after office hours and on holidays, without any extra payment.
73. Penalty shall be levied for the absence of Resident Engineer @ Rs.100/- per hour and Rs. 500/- for a day each and same will be deducted from the outstanding bills/security deposit.
74. The Resident Engineer shall attend all the complaints immediately followed with manually or through computerized management system verification.
75. The Successful Bidder/Contractor shall provide periodical services of LAN work viz Cleaning of Switches, re-installation of Switches, Jack Panels, Wire Manager & dressing of cables including checking/repairing/replacement of the fiber optical wires and its equipments without any extra charges.
76. The Successful Bidder/Contractor shall provide the services of LAN Nodes where the server is not connected with the LAN/ Host Speed.
77. The system down time should not exceed thirty minutes from time of receipt of complaint. In case, the LAN node is not repaired or standby is not provided within stipulated time, the Department may elect/choose to get the same repaired or replaced from any other outside agency and the cost & expenditure incurred therein shall be recovered from the successful bidder/vendor and the Department may levy penalty @ Rs. 1000/- per day will be levied.
78. The Resident Engineer shall not be changed frequently and without intimation to the department, however any of the Resident Engineer found incompetent by the Department shall be changed immediately.
79. The Successful Bidder/Contractor shall get verification of antecedents of proposed Engineers/Workers provided to the department for LAN work from police authority before their deployment and submit the report at the time of commencement of contract/AMC.

80. The Engineer must be equipped with mobile phone provided by the successful bidder/contractor for immediate communication.
81. Additional Engineer(s) be deputed, in addition to the Resident Engineer provided under the contract, whenever excess workload/complaints/emergency to rectify the complaints within stipulated time.
82. The Resident Engineer(s) shall maintain daily record of complaints received/attended/not attended, whether received on-line or otherwise and put up the same to the Administrative Officer (Judicial)/Branch In-charge-Computer Branch of respective Court complex on every Saturday and if the Saturday happens to be holiday than on the next working day.
83. The successful bidder/contractor shall ensure that the Resident Engineers deputed by them are well qualified in the field of Networking and have adequate qualifications and experience.
84. In case, the Successful Bidder/contractor is not able to accept the contract after award or not able to do the work after accepting the contract, then such successful bidder/contractor will be liable to pay the damage to the Department including the all cost incurred on tender process and the Security Deposit/EMD would also be forfeited by the Department in favor of The District & Session Judge, (HQs) Delhi to compensate the loss/damages.
85. The above act of backing out would automatically debar the successful bidder from any further dealing with the department.
86. The Department reserves the right to reject any or all the tenders/bids, in whole or in part without assigning any reason whatsoever, or increase or decrease the quantity of any item and successful tenderer/bidder shall perform the same at the quoted rates.
87. The Department reserves the right to award the contract on the basis of quoted rates for each item separately or collectively.
88. The contract may be terminated summarily by this Department at any time without giving any notice or without assigning any reason/s, if the work of the successful bidder/contractor is found unsatisfactory during the period of contact.
89. The Department reserves right to inspect successful site of successful bidder to assess infrastructure before awarding the contractor and may reject the contract given to the firm/s in the event of dissatisfaction about the company's infrastructure or otherwise. Decision of department would be final in this regard.
90. It shall be the responsibility of the successful bidder/contractor to make the LAN system in smooth functioning during the contract period and to hand over the LAN systems in working condition to the Department after expiry of period of contract.
91. The Department may impose any other conditions as deems fit and proper at the time of awarding of the contract.
92. If successful bidder withdraws from the contract or repudiate the contract before the completion of the period of contract then whole/part of the EMD/security deposit forfeited by the Department.
93. This Department may impose further liquidated damages for any delay/defective work or material etc.

94. The successful bidder shall not assign or transfer the contract agreement or any part thereof or to avail any benefit thereon, without written consent of the department.
95. The entire financial liability shall be the responsibility of the Contractor in respect of Resident Engineers/Manpower deployed and to pay the wages not less than the minimum wages prescribed under the prevailing acts and there will be no responsibility/liability of the department, in any case.
96. The department shall not be liable for any damage, injury to any person including Engineers deputed by the contractor in any circumstance.
97. The Contractor shall be solely responsible for compliance to the provisions of Labour and Industrial Laws relating to staff/manpower deployed by the contractor and the department shall not be liable for any expense in this regard.

DISPUTE SETTLEMENT AND ARBITRATION:

98. In case of any disputes between the Department and Contractor, the matter shall be tried to be amicably settled by the Mediator to be appointed by the department.
99. In case the parties fail to arrive at any settlement, the dispute shall be resolved by the Sole Arbitrator appointed by the Delhi International Arbitration Centre at the High Court of Delhi as per Arbitration and Conciliation Act. 1998 as amended from time to time and the rules of the arbitration centre.
100. The Courts at Delhi shall only have the jurisdiction.

SIGNING OF CONTRACT

101. The successful Bidder has to execute the Agreement of Contract with the Department having complete terms and conditions of the Tender before commencing the Contract.

(V.K. Bansal)

Chairman
Centralized Computer Committee
Tis Hazari Courts, Delhi

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

| The details of LAN hardware items | | | | | | | | |
|--|---|---------------------|---------------------|-----------------------|--------------------------|-----------------------|---------------------------|----------------|
| Sr. No. | LAN Hardware Item & Specification | Tis Hazari | Rohini | Saket | Dwaraka | KKD | PHC | Total |
| Active Component | | | | | | | | |
| 1 | Manageable Switches (L2) with *Model No/ Ports 24 | 56 | 36 | 7 | 45 | 31 | 17 | 192 Nos |
| 2 | Manageable Switches (L2) with *Model No/Port 48 | 7 | Nil | 22 | Nil | Nil | Nil | 29 Nos |
| 3 | Manageable Switches (L3) with **Model No | Nil | 2 | 9 | 2 | 3 | 1 | 17 Nos |
| 4 | Un-Manageable Switches (L2) with *Model No & Port | Nil | 19 | 2 | Nil | 15 | 6 | 42 Nos |
| 5 | Hub Switch *Model No & Port | Nil | Nil | 30 | Nil | Nil | Nil | 30 Nos |
| Passive Component | | | | | | | | |
| 6 | Nodes (PC to Rack) | 1100 | 630 | 900 | 954 | 500 | 500 | 4584 |
| 7 | Patch Cord (3 - 7 feet) | 1800 | 1260 | 1800 | 1908 | 1000 | 1000 | 8768 |
| 8 | Cat 6/5 IOs (Faceplate) | 900 | 630 | 900 | 954 | 500 | 500 | 4384 |
| 9 | Jack panel | 66 | 49 | 52 | 47 | 27 | 16 | 257 Nos |
| 10 | Optical fiber Patch Cord | 76 | 69 | 62 | 51 | 51 | 26 | 335 Nos |
| 11 | No of Segments of Optical Fiber cable (Single Mode/Multi Mode)(Indoor/Out-door 6 core tight buffered armored cable) having Total Length 13,089 Mtr | 38 Nos/ 5424 Mtr | 25 Nos/ 1310 Mtr | 31Nos/ 1768 Mtr | 29 No/1 681 Mtr | 22Nos /1775 Mtr | 13 Nos/1 131 Mtr | 158 Nos |
| 12 | Modules (Single Mode/Multi Mode) | 76 | 50 | 62 | 58 | 60 | 28 | 334 Nos |
| 13 | 12 Core LIU | 54 | 44 | 30 | 34 | 26 | 19 | 207 Nos |
| 14 | 24 Core LIU | 2 | Nil | Nil | Nil | Nil | Nil | 2 Nos |

Note:**(*) L-2 Switch Nos.:**

Cisco SG-300-28, Cisco -WS-C2960 -24 TC-L, Edge Core ECS3510-28T, Cisco SG 300 -52, Cisco SG 350-28, Cisco C2960G-48-TC-L, HP Procurve-24 J9019A, Aruba 2530 J9782a, D-Link Des-1210-28, DigiSol DG (PS) 1016D, , Nortel Baystack 350, Nortel Baystack 425, Edge Core ECS3510-28T, Dax, Metgear, D-link, Nortel, Dx5024 (Cisco SD 208 HUB 8 Port).

() L-3 Switch Nos.:**

Cisco S.G-500 X-24, HP Procurve Switch 8212 zl J 9091a, Cisco catalyst 6513, D-Link, Cisco 3750 24, Cisco 3850-24.

(V.K. Bansal)

Chairman
Centralized Computer Committee
Tis Hazari Courts, Delhi

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

TECHNICAL BID

| Cover 1 (Technical Bid) (following documents to be upload online in .pdf format) | | |
|--|---|------------------|
| Sl. No. | Document | File Type |
| 1 | Name, Address/Contact Details of the bidder Tel. No.____Mobile No.____email id_____ | |
| 2 | The applicant firm must be registered as Limited or Private Limited firm under the Companies Act. | Pdf |
| 3 | Registration Certificate as per existing norms | .pdf |
| 4 | Scanned copy of EMD of Rs. 2,00,000/- (Rupees Two Lakh only) and exemption if claimed as per existing norms/valid rules. | .pdf |
| 5 | The applicant must have annual turnover more than Rs. 1,00,00,000 (Rupees One Crore) in Maintenance Service during the last three financial years. The copies of the balance sheets of the last three financial years duly certified by the Chartered Accountant/Company Secretary/Auditors be annexed. | .pdf |
| 6 | Scanned copy of Permanent Account Number and it should be in the name of the firm and not on the name of owner of the firm. | .pdf |
| 7 | Scanned copy of "Non-black listing certificate | .pdf |
| 8 | Scanned copies of Income Tax Returns filed for the last three financial years should be attached. | .pdf |
| 9 | Scanned copy of GST/CST/VAT/Excise Duty/TIN, etc. registration details/certificates. | .pdf |
| 10 | Scanned and attested copy of current GST/Sales Tax/VAT/Service Tax clearance certificate. | .pdf |
| 11 | Scanned and attested copy of Income Tax clearance certificate>Returns for the last three years | .pdf |
| 12 | Attested copies of audited A/c Statements i.e. Balance sheets and Profit & Loss A/c for last three financial years; | .pdf |
| 13 | Scanned copy of Companies infrastructure & back up facilities. | .pdf |
| 14 | Scanned copy of acceptance of Terms and Conditions of NIT in the given format as Annexure-C | .pdf |
| 15 | Details of past performances showing satisfactorily executed AMC projects during last three years. The applicant should have preferably performed minimum three AMC Contracts of minimum 2000 LAN Points. | .pdf |
| 16 | List of Hardware & Network Engineers on roll of the firm with their qualification | pdf |
| 17 | The bidders to ensure that all tender documents (all pages) have been numbered signed and stamped by authorized person | .pdf |
| 18 | ISO quality certification, if any | pdf |
| 19 | Only online tender will be accepted | |

I/we certify that the information furnished above is true and correct. The terms and conditions are acceptable to us.

Name & Address of Firm_____

Authorized Signature & Seal of the Firm

**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 on site Annual maintenance Contract (AMC) of LAN (Networking) installed at District Court Complexes, Delhi at Tis Hazari, Karkardoma, Rohini, Patiala House, Dwarka & Saket and wherever installed.

Terms and Conditions of the Tender Document are acceptable to my Company.

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

Yours Very Truly,

Seal of the firm/bidder

Name:

Designation:

Company Name & Address:

Place:

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

Information to be provided in the Financial Bid

The financial/price bid should contain the quotation for maintenance charges per item in terms of yearly basis only, as listed below. Price quoted by the tenderer shall be inclusive of all taxes and levies applicable. No escalation of prices would be permitted on any ground.

The financial bid should be submitted online e-procurement portal, Govt. of NCT of Delhi. The financial bid shall be in respect of following work:

| | | | | | |
|---|---|-----------------|--|--|---|
| Tender Inviting Authority: OFFICE OF THE DISTRICT & SESSIONS JUDGE (HQs), TIS HAZARI COURTS, DELHI | | | | | |
| Name of Work: < ANNUAL MAINTNEANCE CONTRACT FOR LOCAL AREA NETWORK INSTALLED AT DELHI DISTRICT COURTS FOR THE PERIOD OF TWO YEARS | | | | | |
| Contract No: TENDER ID 2020_DDC_192968 | | | | | |
| Name of the Bidder/ Bidding Firm / Company : | | | | | |
| PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) | | | | | |
| NUMBER # | TEXT # | NUMBER # | NUMBER # | NUMBER # | TEXT # |
| Sl. No. | Item Description | Quantity | BASIC RATE In Figures To be entered by the Bidder in Rs. P (With GST) | GRAND TOTAL AMOUNT With Taxes col (14) = sum (8) to (13) in Rs. P | TOTAL AMOUNT In Words (Inclusive of all taxes) |
| 1 | 2 | 4 | 7 | 14 | 15 |
| 1 | Active Component | | | | |
| 1.01 | Manageable Switches (L2) with 24 Ports | 192.00 | | 0.00 | INR Zero Only |
| 1.02 | Manageable Switches (L2) with 48 Ports. | 29.00 | | 0.00 | INR Zero Only |
| 1.03 | Manageable Switches (L3) | 17.00 | | 0.00 | INR Zero Only |
| 2.03 | Un-Manageable Switches (L2) | 42.00 | | 0.00 | INR Zero Only |
| 2.04 | Hub Switch | 30.00 | | | |
| 3.03 | Nodes (PC to Rack) | 4584.00 | | | |
| 3.03 | Patch Cord (3-7 feet) | 8768.00 | | 0.00 | INR Zero Only |
| 4.03 | Cat 6/5 IOs(Faceplate) | 4384.00 | | 0.00 | INR Zero Only |
| 5.03 | Jack Panel | 257.00 | | 0.00 | INR Zero Only |

| | | | | | |
|-----------------------------|---|----------------------|---|-------------|---------------|
| 6.03 | Optical Fiber Patch Cord | 335.00 | | 0.00 | INR Zero Only |
| 7.03 | No of Segments of Optical Fiber cable (Single Mode/Multi Mode)(Indoor/Out-door 6 core tight buffered armored cable) having Total Length 13,089 Mtr | 158.00 | | 0.00 | INR Zero Only |
| 8.03 | Modules (Single Mode/ Multi Mode) | 334.00 | | 0.00 | INR Zero Only |
| 9.03 | 12 Core LIU | 207.00 | | 0.00 | INR Zero Only |
| 10.03 | 24 Core LIU | 2.00 | | 0.00 | INR Zero Only |
| Total in Figures | | | 0 | 0.00 | INR Zero Only |
| Quoted Rate in Words | | INR Zero Only | | | |

(V.K. Bansal)
 Chairman
 Centralized Computer Committee
 Tis Hazari Courts, Delhi

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

INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the e-procurement System of Government of NCT of Delhi, using valid Digital Signature Certificate. The instructions given below are meant to assist the bidders in registering on the e-procurement System of Government of NCT of Delhi, prepare their bids in accordance with the requirements and submitting their bids online on the Delhi Govt. Procurement Portal.

More information useful for submitting online bids on the Delhi Government procurement Portal may be obtained at <http://govtprocurement.delhi.gov.in>.

REGISTRATION

- a. Bidders are required to enrol on the e-Procurement module of the Delhi Govt. Procurement Portal (URL- <http://govtprocurement.delhi.gov.in>.) by clicking on the link "**Online bidder Enrollment**" on the Delhi Government Procurement Portal which is free of charge.
- b. As part of enrolment process, the bidders will be required to choose a unique user-name and assign a password for their accounts.
- c. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the Delhi Govt. Procurement Portal.
- d. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized CCA India / Delhi Government (e.g. Sify /Tcs / nCode/ eMudhra etc), with their profile.
- e. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f. Bidder then logs in to the site through the secured login by entering their user ID/password and the password of the DSC/e-Token.

SERCHING FOR TENDER DOCUMENTS

- a. There are various search option built in the Delhi Government Procurement Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other Keywords etc to search for a tender published on the Delhi Government Procurement Portal.

- b. Once the bidders have selected the tenders they are interested in, they may download the requirement documents/tender schedules, these tenders can be moved to the respective "My Tender" folder. This would enable the Delhi Govt. Procurement Portal to intimate the bidders through SMS/Email in case there is any corrigendum issued to the tender document.
- c. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the helpdesk.

PREPARATION OF BIDS

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names of content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c. Bidder, in advance, should be ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/XLS formats. Bid documents may be scanned with 100dpi with black and white option which helps in reducing size of the scanned documents.
- d. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports auditor certificates etc.) has been provided to the bidders. Bidders can use: "My Space" or "Other important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- a. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidder has to select the payment option as "**offline**" to pay the tender free/EMD as applicable and enter details of the instrument.
- d. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/Couriered/Given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/Any other accepted instrument, physically sent, should tally with the details available in the scanned copy and

the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- e. All the documents being submitted by the bidders would be encrypted using PKL encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- f. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g. Upon the successful and timely submission of bids (after Clicking "Freeze Bid Submission in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no, and the time of submission of the bid with all other relevant details.

ASSISTANCE TO BIDDERS

- a. Any queries relating to the tender document and the terms and condition contained therein should be addressed to the Centralized Computer Committee.
- b. Any queries related to the process of online bid submission or queries relating to **Delhi Government Procurement Portal e-tendering System Govt of NCT of Delhi be addressed to/contact: e-procurement help desk at Room No. 129, Level -I, Delhi Secretariat. I.P. Estate, New Delhi.**

(V.K. Bansal)

Chairman

Centralized Computer Committee

Tis Hazari Courts, Delhi