

**OFFICE OF THE DISTRICT & SESSIONS JUDGE:
TIS HAZARI COURTS : DELHI.**

E-TENDER NOTICE

Tender ID No. 2011_DDC_-----

E-tender invited from eligible firms of repute with past experience in the same field and sound financial capability for the execution of Annual Maintenance Contract (AMC) for **4200 ± 100 nos. of LAN Nodes & 354 nos. of LAN Switches (Nortel 350-24T & 425-24T, CISCO, INTEL, DAX, BAYSTACK & NETMAX,(8 port,16 port,24 port & 48 port Switches) installed at District Court complexes in Delhi and Installation of fresh LAN Nodes urgently required.** 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) of 4200 ± 100 nos. of LAN Nodes & 354 nos. of LAN Switches (Nortel 350-24T & 425-24T, CISCO, INTEL, DAX, BAYSTACK & NETMAX,(8 port,16 port,24 port & 48 port Switches) installed at District Court complexes in Delhi and Installation of fresh LAN Nodes urgently required.

EMD

Rs. 50,000/-

Last date to download the tender -	06.11.2011 to 03.12.2011 (4.00 PM)
Date of online Submission of Tender - PM)	21.11.2011(11.00 AM) to 03.12.2011 (4.00
Last date for submission of EMD - (At Tis Hazari Courts)	03.12.2011 (4.00 PM)
Opening of the Technical Bid -	05.12.2011 (4.00 PM)
Opening of the Financial Bid -	05.12.2011 (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.

(DHARMESH SHARMA)

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

**OFFICE OF THE DISTRICT & SESSIONS JUDGE:
TIS HAZARI COURTS : DELHI.**

TENDER EVALUATION

The evaluation of the tender involves two stages scrutiny:

- (a) Technical Bid
- (b) Financial Bid

A **TECHNICAL BID**

The tenderer should submit the following:

PHYSICAL BID & COPY OF DOCUMENTS SUBMITTED ONLINE

- (i) Earnest money of Rs. 50,000/- (Rupees Fifty Thousand only) in the form of Demand Draft/ Bankers Cheque from a Nationalized Bank in the name of District & Sessions Judge, Delhi alongwith 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 PAN.
- (v) Scanned copy of filing of VAT return for the latest assessment year.
- (vi) Scanned copy of acceptance of Terms and Conditions of NIT in the given format as Annexure-I.
- (vii) Scanned copy of Service Tax Registration.
- (viii) Scanned copy of past performances.
- (ix) Scanned copy of "Non-black listing certificate".
- (x) Scanned copy of the balance sheet duly certified by CA.
- (xi) Scanned copy of latest Income Tax return.
- (xii) Scanned copy of Income Tax clearance certificate>Returns for the three years i.e. FY 2008-09, 2009-10 & 2010-11.
- (xiii) Scanned copy of current Sales Tax/VAT/Service Tax clearance certificate duly attested by Gazetted officer.
- (xiv) Scanned copy of satisfactorily executed in last 3 years minimum 3 AMC of more than 500 hundred Nos.of LAN Points.

NOTE: * Only those firms who fulfill the aforesaid conditions as mentioned at Sl. No. (i) to (xiv) shall be eligible for consideration in the next stage.

*** The tenderer/bidder should submit these documents as NSD (Non Sensitive Documents) from my space column provided to the bidder.**

Subject: - Tender for AMC of LAN Nodes & Switches.

As per the directions passed in the meeting on the above said subject held on 22/03/2011 at 5:00 pm under the Chairmanship, Central Computer Committee, Tis Hazari Courts Delhi, in this context the draft of Tender for AMC of LAN Nodes and Switches including installation of fresh LAN Nodes is prepared having the terms and conditions as under: -

TENDER FOR AMC OF LAN NODES & SWITCHES

Comprehensive Annual Maintenance Contract of 4200 \pm 100 nos. of LAN Nodes & 354 nos. of LAN Switches (Nortel 350-24T & 425-24T, CISCO, INTEL, DAX, BAYSTACK & NETMAX,(8 port,16 port,24 port & 48 port Switches) installed at District Court complexes in Delhi and Installation of fresh LAN Nodes urgently required.

Contract Period one year/s running w.e.f. 01.02.2012 the date of award the contract.

The firms fulfilling the Terms and Conditions as prescribed below, may submit their bids super scribed as “Quotation for Comprehensive on site AMC of LAN Nodes & LAN Switches” and addressed to the **Chairman, Central Computer Committee c/o the District & Sessions Judge, Delhi**. The Technical /Commercial bids should be in two separate sealed covers marked ‘Technical bid’ and Financial bid’, Technical Bid’ will be opened first and only those firms, which fulfill the ‘Technical Terms and Conditions’ , will be eligible for participating in the ‘Financial Bid’.

The tender will be called for two bids systems i.e. Technical and Financial bids be submitted in separate envelop on the following terms and conditions: -

TERMS & CONDITIONS:-

1. The comprehensive maintenance includes preventive maintenance/regular services of the LAN Nodes (LAN Networking) and LAN Switches and all accessories/or replacement of all such hardware/items necessary for keeping the LAN Nodes in prefect working order and condition at all the times during the period of the AMC from any defects/disturbance or any unscheduled call for corrective and maintenance services, by taking appropriate steps on time to set right the full functioning of the LAN Nodes & Switches.
2. The replacement of all spares of hardware is included under the AMC. Defective parts will be replaced with good and **standard quality** spares by the vendor without any extra charges of any kind.
3. The comprehensive maintenance shall be carried out at all the District Courts Complexes at Tis Hazari, Patiala House, Karkardooma, Rohini, Dwarka, Saket or wherever the LAN Nodes & Switches have been installed. In case the vendor feels that the equipment cannot be repaired at District Courts then they will carry and deliver the equipments at their own cost and risk to get it repaired promptly and provide standby forthwith in lieu thereof and Job card will be maintained strictly and signature of the users will be obtained on every visit.

TECHNICAL TERMS AND CONDITIONS: -

1. The firms must be certified by ISO 9001:2008 for quality standards of AMC for LAN networking and its peripherals.
2. The firm must be registered as limited or private limited under the Companies Act.
3. Each quotation must be accompanied with demand draft as EMD for ` . **50,000/- (Rupees Fifty Thousand Only)** in favor of **“The District & Sessions Judge, Delhi” payable at Delhi only**. The quotations/tenders received without EMD shall be summarily 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. The EMD shall be forfeited, if the contractor fails to abide by the rules of these tender/terms of AMC. No interest shall be payable on EMD.
4. The firm whose quotation is finally accepted shall deposit security money, which will be % of total cost of annual contract in the form of demand draft/term deposit on bank guarantee drawn in favor of the District & Sessions Judge, Delhi. No interest shall accrue of security deposits
5. The EMD shall be refunded to unsuccessful applicants on written request, EMD of successful firm shall be returned only after submission of security deposit. The Security Deposit shall be released after successful execution of contract
6. The applicant shall enclose details of infrastructure and backup facility
7. List of hardware and Network engineer on rolls of the firm with qualification and experience should be given.
8. The concerned shall check the LAN, switches and fiber optical wire other equipments etc. every month and submit a report to the department. In case of failure to do so a penalty of ` .1000/- shall be imposed on every default and penalty can be adjusted against pending payment/EMD/Security Deposit.
9. All repairs and servicing of equipment shall be carried out on site. In exceptional circumstances where the equipment/component is/are to be taken to the companies premises/service centre for repair standby component shall be made available. The equipment being taken to the workshop for repair would be at company own risk and expenses.
10. The replacement of components or equipment shall be as per manufacturer’s instruction under orders of IT Division.
11. Any damage or loss cost to equipments due to negligence, mishandling shall be made good by contractor either by payment in cash at the prevailing market price of the equipment/items or by replacing equipment/item of same make and specification.

12. The contractor shall maintain and use genuine/original components for replacement wherever needed.
13. The firm must be having annual turnover of between ` . **25,00,000(Twenty Five Lakh)** to ` **50,00,000/- (Fifty Lakh)** more in Maintenance Service only, during each of the financial year i.e. **Last Three years** copy of the balance sheet duly certified by CA is to be enclosed with tender documents.
14. Copies of similar AMCs received from Government and reputed private organization.
15. The tenderer/bidder must have satisfactory executed for three AMCs contrasts of the last three years.
16. The quotations must be accompanied with copy of current Sales Tax/VAT/Service Tax clearance certificate and Income Tax Clearance Certificate duly attested by Gazetted officer only. Without these certificates and EMD the quotation shall be rendered invalid.
17. The firm should be registration with Delhi Sales Tax Department for Works Contract Tax.
18. The vendor will also give the charges of installation of fresh LAN Nodes, Switches, Cabling etc and its all accessories, unit wise with specifications, during the period of the tender.
19. List of the Networking Engineers on the rolls of the firms with qualification and experience should be given.
20. The address of the firm with telephone number/s and fax number/s in Delhi/New Delhi has to be given.The firm shall have dedicated email address(es) and landline/mobile connection to attend to the complaints in regard operation of LAN.
21. A general undertaking that all the terms and conditions of this Bid Document are acceptable in the format placed at Annexure-A to this documents. This needs to be signed by an authorized person with firm seal.
22. The vendor/tenderer should not have been black listed by any Govt. Department.
23. Each paper of the tender should be numbered and stamped by the tenderers/vendors with the seal of the firm.
24. 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 AMC would be given on as-is-where-is basis.

25. The system down time should not exceed 2 hours from the time at which the complaint was made. 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 vendor and the Department may also decide to levy penalty @ ` . 1,000/- per day will be levied.
26. In case, the Switch mode is not repaired or standby is not provided within 48 hours, 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 vendor and the Department may also decide to levy penalty @ ` . 2,000/- per day will be levied.
27. The tenderer/vendor/AMC holder shall check each LAN Switch (Cleaning of Switches, re-installation of Switches, Jack Panels, Wire Manager & dressing of cables including checking/repairing/replacement of the fiber optical wires.) installed at the District Courts at Tis Hazari, Patiala House, Kakardooma, Rohini, Dwarka, Saket or wherever these are installed at least once in a month, and get the signatures of the concerned user/Branch Incharge/Superintendent (Computers) and submit the satisfactory reports to this office simultaneously.
28. The vendor will replace the old/breakage wires from LAN point to switch and the wires are in loose condition, it will be installed under the conduit pipe/channel installed in District Court Complexes during AMC period without any extra charges.
29. The AMC will be valid for one year but it may be extended for further period of maximum one year on mutual agreement.
30. The Department reserves its 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.
31. 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.
32. 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.
33. The announcement of decrease/increase of taxes, duties or prices etc., will not affect the AMC rates during entire period of the contract.
34. The department may impose any other conditions as deemed fit and proper at the time of awarding of the contract.
35. This department may accept the tenders at any time within period of 90 days from the date of submission of tenders and the tenderer would keep the rates valid for this period.

36. The services will be provided by the vendor at the office of the District Judge & Sessions Judge, Tis Hazari Courts, Patiala House Courts, Karkardooma Courts, Rohini Courts, Dwarka Courts, Saket Courts Delhi or wherever necessary/required in Delhi/New Delhi. No separate carriage/transport charges will be paid.
37. This department may impose further liquidated damages as it think fit for any delay/defective work or material etc.
38. The rates quoted shall be inclusive of all taxes and charges including VAT/ Sales Tax, Custom Duty, Service Charge/Tax, Transportation etc.
39. This department reserves the right to accept or reject any tender without assigning any reason whatsoever.
40. The tenders received after the due dates and time shall not be considered by this department.
41. No attempt shall be made to meet any Member/Chairman of the Committee to influence their decision.
42. The tenderers will furnish warranty against manufacturing defect for all items of spare parts/hardware of LAN Nodes & Switches and all its accessories for a period of one year at least.
43. The articles of hardware to be supplied by the vendor/tenderer should conform to the standard specifications. It must be of good quality, strength and branded and before installing the hardware, vender will take the permission from the office.
44. The tender must be unconditional. If the tenderer imposes any condition, this department may reject tender without assigning any reason.
45. The tender is not transferable.
46. The rates should be quoted in words as well as in figures, without any overwriting or erasing which will render particular item invalid.
47. The complete quotation/tender in all respect to be put in the Tender Box kept in Room No.232, Second floor, Tis Hazari Courts, Delhi, up to 4.00 p.m. on or before _____ which will be opened in the presence of the Tenderers/vendors on the same day.
48. When any working day is declared a holiday, then tenders will be opened on the next working day

FINANCIAL TERMS AND CONDITIONS:

1. The Financial bid should contain the rate against each item separately in the format as prescribed in **Annexure ___B_____**.
2. Department reserves the right to grant this tender as a whole or part of the entire equipments mentioned at **Annexure _____B_____**. Decision of Department shall be final in this regard.
3. Only the firms meeting the above financial terms and conditions should apply in the Performa placed at **Annexure ___B___** in a sealed cover. The firm which fails to fulfill any of the above terms and conditions will be automatically disqualified for the purpose of this tender.
4. The rate quoted shall be inclusive of all type of taxes, duties, levies etc.

PAYMENT

1. No advance payment will be made in any case. The payment of AMC will be released quarterly (after deducting penalty if any) on satisfactory completion of maintenance work. 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.
2. The payment will be made after proper deduction of TDS and other taxes as per prevailing rule/rates.
3. Any payment made in excess will have to be refunded by the Company to department.
4. 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 rates during the entire period of AMC; n difference shall be paid or claimed as a result of the above.
5. The Department shall not pay any extra charges except AMC charges.
6. The tenderer/vendor will not have any legal right to proceed against Department in the event of late payment due to unforeseen reason/s.

SERVICE ASSURANCE

1. A logbook shall be maintained in the Computer Branch, Room No.232, Tis Hazari Courts Delhi and respective other court complexes where the resident engineers will be deputed by the vendor and they shall maintain the records of all complaints.
2. The resident engineers shall be provided by the vendor in the respective court complexes from 09:00 to 18:00 hours on all working days and if required, the engineers will have to work on holidays and after office hours also without extra payment.

3. The engineer shall attend to all the complaints received immediately as follows to be verified manually or through computerized management system.
4. The vendor shall provide the services of LAN work i.e. Cleaning of Switches, re-installation of Switches, Jack Panels, Wire Manager & dressing of cables including checking/repairing/replacement of the fiber optical wires
5. The vendor shall provide the services of LAN nodes where the server is not connected with the LAN and its host speed. The system down time should not exceed 2 hours from the time at which the complaint was made. 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 vendor and the Department may also decide to levy penalty @ ` . 1,000/- per day will be levied.
6. In case, the Switch mode is not repaired or standby is not provided within 24 hours, 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 vendor and the Department may also decide to levy penalty @ ` . 2,000/- per day will be levied.
7. The vendor shall provide at least three resident engineers at Tis Hazari Courts Complex and two engineers each at Karkardooma, Rohini, and one resident engineer at Patiala House Dwarka & Saket Court so that the complaints are regularly attended and rectified without any delay or default.
8. The engineer shall stay in respective courts premises from 9:45 hrs to 18:00 hrs on all working days and if required, the engineer will have to work on holidays and after office hours also without any extra payments.
9. The resident engineer shall not be changed frequently however if found incompetent by the department, the resident service engineer shall be changed by the firm immediately.
10. The contractor shall verify the antecedents of engineer/workers verified from police authority before their deployment in department.
11. These full particulars should also be furnished to Department for the purpose of entry passes.
12. The engineer must be equipped with mobile phone by company for quick communication. If any engineer is required to take leave, a suitable replacement would have to be provided by the contracting company.
13. Additional Engineer(s) may be deputed at respective court complexes in addition to Resident Engineer whenever there is more workload/complaints/emergency to rectify the equipment within stipulated time.

14. The Engineer shall maintain a daily record of complaints Received/Attended/Not attended, whether received on- line or otherwise and put up report on each Saturday to the Superintendent Computers and if Saturday happens to be holiday than the next working day.
15. In any case the complaints are not rectified in time, the vendor shall provide the more resident engineers wherever will be needed.
16. The tenderer have to ensure that the engineers deputed by them for this office should at least be diploma holders.
17. 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 incurred, the Security Deposit/EMD of defaulting firm would also be forfeited by the department in favor of The District & Session Judge, Delhi to compensate the loss/damage.
18. The above act of backing out would automatically debar the contractor from any further dealing with department.
19. 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 or quantities of any item of the work and 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.
20. 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 contractor is found unsatisfactory during the currency of this contract.
21. The Department reserves right to inspect company's site to assess infrastructure before awarding the Comprehensive on site AMC and it may reject the contract given to the firm/s in the event of department dissatisfaction about company's infrastructure or otherwise. Decision of department would be final in this regard.
22. It shall be the responsibility of the firm to make all the computers and peripherals work satisfactory throughout the contract period and to hand over the systems in working condition to the Department after expiry of the contract.
23. The department may impose any other conditions as it deems fit and proper at the time of awarding of the contract.
24. If tenderer withdraws any time or repudiate the contract before the completion of the period then whole of the EMD/security deposit shall be forfeited.

25. Penalty shall be levied for the absence or resident engineer at the rate of Rs.100/- per hour for each absence of one hour or more but less than four hour and the rate of Rs.200/- per hour for more than four hours for every working day.
26. This department may impose further liquidated damages as it think first for any dealy/defective work or material etc.
27. The second party shall not assign or transfer this agreement or any part, thereof or any benefit hereunder without the written consent of Govt. of National Capital Territory of Delhi to any other party.

DISPUTE SETTLEMENT

1. In the event of any question, disputes or difference rising between the parties relating to the interpretation and application of the provisions of this tender term, such disputes or differences shall be resolved amicably by mutual consultations and on failure to do so shall be referred for arbitration to the sole arbitrator, who shall be a Judicial Officer in the Courts of Delhi Higher Judicial Service, appointed by the District & Sessions Judge. The decision of Arbitrator shall be final and binding upon both the parties. The arbitration proceedings shall be governed by Arbitration and conciliation Act, 1996. The venue of arbitration shall be at Delhi.
2. In case of dispute Delhi courts alone will have the jurisdiction.
3. After the tenders are opened no attempt will be made to meet any Member/Chairman of the Committee to influence their decision.

ANNEXURE:"A"

Information to be provided in Technical Bid

The technical bid shall contain following information in a sealed cover super scribed

“Technical Bid”:

1. Name, address, setup and status of the organization. Contact person with telephone number.
2. The bidder shall be a company registered with the Registrar of Companies and registered with Delhi Sales tax for Works contract Tax. Document in support of registration with the Registrar of companies and with the Delhi Sales Tax Department for Works Contract Tax.
3. EMD of ` . **50,000/-** (Rupees Fifty Thousand Only) in form of DD/pay order in favor of **District & Session Judge, Delhi** payable at Delhi.
4. Details of testing and repair facility available with the company.
5. List of at least **10(ten)** (number) of qualified services engineers with details of qualification and having more than **five** years of experience in the relevant field as per the proforma enclosed. The qualification and experience of resident engineers deputed to at respective court complexes will be verified. Copies of qualification and experience certificates to be enclosed.
6. List of clients with name, complete address and contact person with telephone number where the company is currently maintaining more than **5(five)** (number) in a single location in Delhi. Copies of two such work orders or any other documentary evidence showing that more than **500(five Hundred)** (number) LAN POINT are being maintained at a single location should be attached.
7. List of maintenance contracts satisfactorily executed by the agency in last 3 years. Minimum 3 such maintenance contracts of more than 500 (number) LAN Points. *A Performance Certificate to this effect.*
8. The firm must be having annual turnover of between ` . **25,00,000(Twenty Five Lakh)** to ` **50,00,000/- (Fifty Lakh)** more in Maintenance Service only, during each of the financial year i.e **Last three years** copy of the balance sheet duly certified by CA is to be enclosed with tender documents.
9. The quotations must be accompanied with copy of current Sales Tax/VAT/Service Tax clearance certificate and Income Tax Clearance Certificate duly attested by Gazetted officer only. Without these certificates and EMD the quotation shall be rendered invalid.
10. The address of the firm with dedicated telephone number/s and fax number/s in Delhi/New Delhi has to be given besides dedicated email address.

ANNEXURE”B”

Information to be provided in Financial Bid:

1. 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 enclosed in a separate sealed cover super scribed “Financial Bid”. The financial bid shall be in respect of following work:
 1. No.**354 nos.** of LAN Switches installed at District Courts, Delhi @ Rs._____for all LAN Switches.
 2. No.**4200 ± 100 nos.** of LAN Nodes installed at District Courts, Delhi @ Rs. _____for all LAN Nodes.
 3. Rate of Installation of fresh LAN Nodes, Switches, Cabling etc, unit wise with specifications inclusive of all taxes.

ANNEXURE “C”

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

To

Sir/Madam,

I have carefully gone through the Terms and Conditions contained in the Document (No. _____ dated _____) regarding on site Comprehensive Annual maintenance Contract(CAMC) of LAN Nodes & LAN Switches installed at District Courts, Delhi at Tis Hazari, Rohini, Karkardoma, Patiala House, Dwarka & Saket. 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,

Name: _____

Designation: _____

Company: _____

Address: _____