

**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 **334 Nos. of HP Compaq Laptops 6710s/6720s**. The tender/s complete in all respect should be submitted online on or before the dates as mentioned below: -

Name of work: COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF 334 Nos. of LAPTOPS HP-COMPAQ LAPTOPS nx6710s

EMD

Rs. 25,000/-

Last date to download the tender -	06.11.2011 to 03.12.2011 (4.00 PM)
Date of online Submission of Tender -	21.11.2011(11.00 AM) to 03.12.2011 (4.00 PM)
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

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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. 25,000/- (Rupees Twenty Five 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 letter of Authorization from HP declaring the bidder to be an Authorized Service Provider.
- (v) Scanned copy of Audited Profit & Loss Account of last three years, Service Tax Certificate
- (vi) Scanned copy of Income Tax Return for last three years.
- (vii) Scanned copy of ISO Certificate (Optional)
- (viii) Scanned copy of Latest Service Tax Return
- (ix) Scanned copy of Experience Certificate of 5 years in providing services in Central Government / State Government/ Public Sector undertaking/ Autonomous Bodies.
- (x) Scanned copy of similar Annual Maintenance Contracts received from Government and reputed private organizations
- (xi) Scanned copy of PAN.
- (xii) Scanned copy of acceptance of Terms and Conditions of NIT in the given format as Annexure-I.
- (xiii) Scanned copy of "Non-black listing certificate".

NOTE: * Only those firms who fulfill the aforesaid conditions as mentioned at Sl. No. (i) to (xiii) 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.**

(B) 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.**

Applicant firms should follow the instructions strictly. Applications not found in order are liable to be rejected. **IT MAY BE NOTED THAT 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: ONE year running contract w.e.f. the date of award of the contract.

1. **The Physical (EMD) alongwith Copies of uploaded documents on e-procurement site** be put only in tender box kept in the custody of the Superintendent, Computer Branch, Room No. 232, Second floor, Tis Hazari Courts, Delhi (Ph. 011-23926867) up to 4.00 p.m. on or before 03.12.2011.
2. **The envelope containing EMD must be superscripted the name/subject of Tender.**
3. **Rate should be quoted online in e-tender excluding of applicable taxes/VAT etc.**

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

I. TECHNICAL TERMS and CONDITIONS

1. The firm must be ISO 9001: 2000 certified for AMC of Laptop.
2. The firm must be a limited or a private limited company under company Act. 1996.
3. Earnest money of **Rs. 25,000/- (Rupees Twenty Five Thousand Only)** in form of Bank Draft drawn in favour of **The District & Sessions Judge, Delhi**. Cash and Cheque will not be accepted. No interest shall accrue on this amount. 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. The earnest money shall be forfeited, if the contractor fails to abide by the rules of this tender/terms of AMC.
4. Copies be enclosed of similar Annual Maintenance Contracts received from Government and reputed private organization.

5. The firm must have previous experience in maintaining hardware & software and network systems in offices and organizations of the Central Government and preferably also in public sector undertakings of the Government of India / State Government and Autonomous Bodies (certificates from at least five such offices / organizations – where the firm is presently holding AMC – indicating 'satisfactory performance /service providing' by the firm have to be furnished along with proof of holding AMC in those office / organizations as on date. The certificate should indicate the brands of equipments (name of manufacturer or equipments) maintained by the firm holding AMC in those organization. This institute would be free to verify such certificates from the concerned office / organization, if felt necessary.
6. The concern applicant should at least be 'Private Limited' (if not Public Limited) and should be in existence for over 5 years in the trade of maintenance of Laptops and should be having a turnover of at least 50 Lakh per annum exclusively in said maintenance trade only. Proprietary firms / Partnership firms will not be eligible.
7. The concern applicant must be 'registered' as per law and should also be registered with the State Sales Tax Department for Works Contract Tax (certificates of registration have to be provided to this office). Possession of valid ISO certificate in the same field is an added advantage.
8. The firm must have duly allotted PAN and TIN / TNGST / CST Registration number and also State ST (allotted by the State Sales Tax Department for Works Contract Tax, as may be applicable). These numbers must be provided on the bills / tenders submitted by the firm for payment.
9. The applicant shall not have been blacklist by any Government department.

Period of Contract

The Period of Contract shall be for one year from the date of commencement of the contract. However, the contract can be terminated at any time during the period of contract after giving notice of 15 days, if the firm did not render the services satisfactorily or parts / spares provided by the firm are found substandard or any other reasons as the office may deem proper.

Scope of Work

1. The firm has to be providing services in all the District Courts and Residence office of the Judicial Officers in Delhi and NCR for 334 nos. of HP Compaq Laptop 6710s/6720s installed at Residence office & District Courts Complexes.
2. Comprehensive maintenance of 334 nos. of HP Compaq Laptop 6710s/6720s, Laptops batteries, charges/Adoptar, software/OS, DVD and other oncalling etc
3. The tenders should be accompanied by Earnest Money Deposit (EMD) of 25000/- in the form of Account Payee Demand Draft, Banker's Cheque or Bank Guarantee from any of the commercial banks in an acceptable form, drawn in favour of "**The District & Sessions Judge, Tis Hazari Courts, Delhi**", without which the tenders will not be considered. The Earnest Money will be returned to all the unsuccessful tenderers after finalization of the contract. No interest will be paid on EMD.

Performance Guarantee (Security Deposit) The successful bidder shall give performance security for 35,000/- (Rupees Thirty five thousand only) in the form of Account Payee Demand Draft / Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank amounting to 10% of the total Contractual value in favour of "The District & Sessions Judge, Tis Hazari Court, Delhi. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. The Security Deposit will be refunded only after the expiry of the contract.

No interest will be on Security Deposit. This Deposit is liable to be forfeited, if during the period of contract the services of the contractor are found to be unsatisfactory in any respect, and / or if any of the conditions of the contract is contravened / breached, by the firm / or his employees. The forfeiture will be in addition to any action by the office that the contractor firm may invite upon themselves due to any of the reasons specified above.

Terms and Conditions

1. The rates quoted will remain in force for the full period of the contract. No demand for revision of rates on any account shall be entertained during the contract period. It will be open to the office to extend the term of the agreement beyond the contractual period of one year on the same terms and conditions for a further period not exceeding three months at a time, if necessary.
2. List of Networking Engineers on the rolls of the firms with qualification and experience should be given.
3. The address of the firm with telephone number/s and fax number/s in Delhi/New Delhi has to be given.
4. Each paper of the tender should be numbered and stamped by tenderers/vendors with the seal of the firm.
5. 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**.
6. The department may impose any other conditions as deemed fit and proper at the time of awarding of the contract.
7. The services will be provided by vendor at the office of the District & Sessions Judge-Tis Hazari Courts, Patiala House Courts, Karkardooma Courts, Rohini Courts, Dwarka Courts and Saket Courts, Delhi or at the residential offices of the Judicial Officers whether at Delhi/NCR. No separate cartage/transport charges will be paid.
8. The department may impose further liquidated damages as it think fit for any delay/defective work or material etc.
9. The department reserves the right to accept or reject any tender without assigning any reason whatsoever.
10. The firm shall maintain the equipment as per manufacturers' guidelines and shall use standard components for replacement. In case of an instance of sub-standard repair/replacement of parts by the firm, it may lead to cancellation of the contract and any other legal action may be taken against the firm.

11. The Office shall not be liable to make payment over and above the Comprehensive maintenance cost, in any case. All types of repair/replacement of spare parts shall be covered under the comprehensive Maintenance contract, except the force majeure conditions which includes only fire, theft, natural calamities, deliberate damage / tampering etc.
12. Maintenance charges under the AMC shall not include the cost of Consumables and supply items such as ribbons, media like magnetic tapes, cartridges, printer bands, floppy diskettes, CD/DVDs, print heads, computer stationery.
13. No Advance payment shall be made. Payment of maintenance shall be made on quarterly basis i.e., after completion of every quarter of maintenance by the firm. For making the payment, the firm will have to attach with their quarterly bill, a report of 'satisfactory service' from the Unit under whose control the hardware/software is working/installed. The bill submitted by the firm for quarterly payment must bear PAN and TIN/TNGST/CST Registration number and also State ST allotted by the State Sales Tax Department for works contract tax.
14. The payment will be made after the condition of TDS and others terms as per prevailing law. The rate should be valid for a next 90 days. The office may accept the funds at any time within the period of the 90 days from the date of submission of tender and the tenderer would keep the rate valid for this period.
15. Any payment made in excess shall be refunded to the department.
16. The company shall not have any legal right to proceed against the department in the event of law payment due to unforeseen reason.
17. No essential of price is permitted enhancement of decrees in laws, duties of prices etc will not affect the AMC rates during the entire period of the contract. No difference shall be paid or claimed as a raising of the above.
18. Any extra expenditure incurred by department due to failure of awardee to perform his obligations, shall be deducted from the quarterly payment/EMD/ a Security deposit.
19. The Office shall have the right to inspect company's site to access infrastructure facilities before awarding the comprehensive AMC and it may reject in the event of institute's dissatisfaction about company's infrastructure or otherwise.
20. The office reserves the right to increase or decrease quantities any time. Accordingly the charges will be increased / decreased on pro – rata basis.
21. It shall be the responsibility of the firm entering the contract not only to make the items under AMC work satisfactorily throughout the contract period but also to handover the items under AMC to the Office in working condition on expiry of the contract.
22. All parts for carrying out the AMC shall be procured from a authorized sellers. Master Parts Reseller. In order to cross check this, the office may even sometimes ask the short-listed bidder to provide copy of invoice to ensure that only genuine spare parts are being procured from Master Parts Reseller and not from grey marked.

23. The concern applicant to whom the AMC would be granted shall be required to submit a Performance Security in the form of a Bank Guarantee of an amount of at least 10% of the total contractual amount with the Office. The Bank Guarantee should be in favour of District & Sessions Judge, Tis Hazari Courts, Delhi and should remain valid at least for a period of sixty days beyond the date of expiry of the contractual period (i.e., warranty period). The firm shall be required to submit the Performance Guarantee at the commencement of the contract. The contract shall not be valid unless the Performance Guarantee is submitted. As a fresh contract shall be executed between parties after acceptance of tender.
24. The allottee of tender shall be required to rectify the defects in 6 hours time from the time of report in the office or time of receipt of complaint whichever is later. If spare parts(s) is / are to be purchased, 24 to 36 hours shall be the time limit for rectification of the defect, unless the delay takes place due to a Force Majeure Condition.
25. A dedicated consumer service helpline and super system for all seven days in a week be provided.
26. In exceptional circumstance where the equipment / component is to be taken to Company's premises / service centre for repairs, the standby arrangement from the company side will be mandatory. The equipment being taken to the workshop for repair would be at company's own risk and expenses. The allottee of tender shall take all the steps to protect and save the data and maintain data confidential.
27. The firm shall also be responsible for deployment of necessary staff for regular cleaning of all hardware using suitable cleaning material and equipment. Each equipment has to be cleaned once in 3 months regularly. A register shall be maintained showing the cleaning of each equipment and shall be produced to the concerned officer for verification, after the job. In the event of any dispute decision of department shall be final.
28. In case of any dispute or differences arising at any time between this office and the firm holding the contract, these shall be resolved in accordance with the Provisions of the Arbitration and cancellation Act, 1996 by the Sale Arbitrator appointed by the District & Session Judge, Delhi. Only Courts of Delhi shall have the jurisdiction in all matters arising out of or connected with this contract. Further, this contract is subject to laws of India alone.
29. Limitations or minor deviations if any may please be included / specified in your quotation.
30. Interested Vendors are invited and inspect the items to be given for the AMC, for those enquiries, Please Contact Sh. Hari Dasan, Superintendent, Computer Branch Room No. 232, Tis Hazari Court, Delhi-110054.
31. The Office reserves the right to reject the quotation in whole or in part and its decision in this regard shall not be called upon in question under any circumstances.
32. The office reserve the right of change (Alter/add//Delete) any terms and conditions of this tender without any prior notice. The office reserve right to relax/waive any terms and conditions. If find sufficient reason to allege a tender with regard to price, quality of tender and other relevant conditions.

33. A general undertaking that all terms and conditions of this tender are acceptable shall be executed by applicant as per **Annexure- "A"**.
34. The rate shall be inclusive of all taxes and charges (including transportation etc) whatsoever.
35. In case contracting firm is not able to accept the contract agreement after this awarded it is not able to do the work after accepting the contract such firm will be liable to pay the damage to the office including the cost which the department will hire to incur for getting such work done. The EMD/Security deposit of defecting firm would also be forfeited by the department in favour of The District & Session Judge, Delhi. The above act of backing out will automatically debar the contractor from any further dealing with the department.
36. **If tenderer withdraws any time or repudiate the contract before the completion of the period of contract then whole of the EMD/Security deposit shall be forfeited**
 - a. If the company fails to repair/replace the system for one week, the system may be got repaired from other Company/Firm and made functional and the expenditure incurred thereon shall be recovered from the company, apart from the penalty levied as stated in preceding Para. This may even entail termination of the contract and forfeiture of security deposit/EMD.
 - b. Penalty shall be levied @ 5% per system where the delay in rectification happen (as per clause 24).
37. **The department may impose and cerium further lightened damages as it think fit for any delay infected work or material etc.**
38. The contract shall not be assigned or transferred without written consent of department.
39. The tender shall be submitted on or before 30.09.2011 at 4 PM in the tender box at Room No. 232, 2nd Floor, Tis Hazari Court, Delhi-110054.

(DHARMESH SHARMA)

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

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF 334 Nos.
of LAPTOPS HP-COMPAQ LAPTOPS nx6710s

Annexure A

Acceptance of Terms & Conditions

1. All terms & Conditions of NIT are acceptable to me/us. I/We bound myself/ourself so abide by the same.
2. I/We hereby certify that I/we have gone through the terms & conditions and undertake to comply with the same

Signature of owner/partner
With address & telephone no.
With seal of the firm & date

Witnesses: -