

**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 comprehensive maintenance includes preventive maintenance/regular services of the Desktops/computer systems/Printers/UPS and all the accessories/or replacement of all such hardware/software/items necessary for keeping the Desktops/computer systems/Printers/UPS in perfect working order and condition at all the times during the period of the Comprehensive AMC from any defects/disturbance or any unscheduled call for corrective and maintenance services, taking appropriate steps on time to set right the full functioning of the Desktops/Computer Systems/Printer/UPS of the following description. The tender/s complete in all respect should be submitted online on or before the dates as mentioned below: -

Name of work: Comprehensive ONSITE Annual Maintenance Contract.

Sl. No.	Detail of articles for Comprehensive ONSITE Annual Maintenance Contract	Quantity
1	255 & 265 NOS. OF HCL COMPUTER SYSTEMS (P-IV) INSTALLED AT DISTRICT COURTS, DELHI	520
2	200 NOS. OF HCL COMPUTER SYSTEMS (LX INFINITI ORBITAL K 4090) INSTALLED AT DISTRICT COURTS, DELHI.	200
3	44 NOS. OF HCL COMPUTER SYSTEMS (LX INFINITI PRO BL 1200 P-IV) INSTALLED AT DISTRICT COURTS, DELHI.	44
4	265 NOS. OF 38 CM (15") SAMSUNG TFT LCD SYNCMASTER 152S	265
5	100 NOS. OF TFT INSTALLED AT DISTRICT COURTS, DELHI	100
6	50 NOS. OF 700 VA UPS (KEPTRON) INSTALLED AT DISTRICT COURTS, DELHI	50
7	255 & 265 NOS OF 500 VA UPS INSTALLED AT DISTRICT COURTS, DELHI	520
8	200 NOS. OF 700 VA (OFFLINE) UPS (KEPTRON/DATEX) WITH 15 MINUTES BACKUP INSTALLED AT DISTRICT COURTS, DELHI	200
9	11 NOS. OF SAMSUNG ML-1610 PRINTERS INSTALLED AT DISTRICT COURTS, DELHI.	11
10	200 NOS. OF HP LASERJET 1022 PRINTERS INSTALLED AT DISTRICT COURTS, DELHI	200
11	50 NOS. OF HP 3390 LASERJET PRINTERS INSTALLED AT DISTRICT COURTS, DELHI	50
12	100 NOS. OF LASER PRINTERS (80 NOS. OF HP 1022 LASER JET PRINTER + 20 NOS. OF HP 1505 LASER PRINTERS) WARRANTY UP TO 31/08/2011	100
13	2 NOS. OF SCANNER HP 8350	2
14	ONE EXTERNAL USB DUAL LAYER DVD WRITER	1
15	3 NOS. OF E-KIOSK OF HCL	3
16	ONE PROJECTOR INSTALLED AT THC	1

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 One hundred computers at each location.

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.**

(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.**

**OFFICE OF THE DISTRICT & SESSIONS JUDGE:
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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 Computers and its peripherals.
2. The firm must be a limited or a private limited company under company Act. 1996.
3. Earnest money of **Rs.50,000/- (Rupees Fifty 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 be having annual turnover of minimum Rs 50 lakhs or more during each of the financial year i.e.2008-09, 2009-10 & 2010-11. Copy of the balance sheet duly certified by CA is to be enclosed with tender documents.

The tenderer should enclose copy of latest Income Tax return.

6. The firm should submit valid Income Tax clearance certificate>Returns for the three years mention above i.e. FY 2008-09, 2009-10 & 2010-11.

The quotation must be accompanied with copy of current Sales Tax/VAT/Service Tax clearance certificate duly attested by Gazetted officer. Without the above certificates and EMD the quotation shall be rendered invalid.

The rates should be valid for at least 90 days. 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 rate valid for this period.

Tenderers/vendors who do not have permanent Sales Tax No./VAT No./Service Tax No. need not apply. This department reserves the right to relax/waive or alter any of the General Terms & Conditions, if it finds sufficient reasons to accept a tender with regard to the price, quality, standard of the tenderer in the market and other relevant conditions.

7. The firm should be registered with Delhi Sales Tax Department for Works Contract Tax.
8. The firm should submit the Copies of PAN and VAT Numbers.

The tenderer should enclose the details of their infrastructure & back-up facilities available with them.

The tenderer should enclose the details of manpower on their Roll with qualification etc. List of Hardware and Network engineers on the rolls of the firm with qualification and experience should be given.

9. The address of the workshop with telephone number/s and fax number/s in Delhi/New Delhi has to be given.
10. The bidder must be currently maintaining more than One Hundred computers each on LAN at a minimum of three locations in Delhi/NCR. Copies of two such work order or any other documentary evidence clearly showing that more than One hundred computers are being maintained at a single location should be attached.
11. The agency must have satisfactorily executed in last 3 years minimum 3 AMC of more than One hundred computers at each location. Necessary supporting documents as required must be attached.

The tenderer may furnish the details of distributorship, if any, for computers and peripherals.

12. A general undertaking that all terms and conditions of this Bid Document are acceptable in the format placed at **Annexure-"A"** to this document. This needs to be signed by an authorized person of the applying firm.
13. Department may add further technical terms and conditions suiting to its requirements and needs.

Note: -

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

Each paper of the tender should be numbered and stamped by the tenderers/vendors with the seal of the firm.

The vendor/tenderer should not have been black listed by any Govt. Department.

The tender must be unconditional. If the tenderer imposes any condition this department may reject tender without assigning any reason.

When any working day is declared a holiday, then tenders will be opened on the next working day.

The rates be quoted in words as well as in figures, without any overwriting or erasing which will render particular item invalid.

Every tender will be considered to be complete only if the tenderer accepts all the terms and conditions of the tender.

II. FINANCIAL TERMS AND CONDITIONS :-

14. The Financial bid should contain the rate against each item separately.
15. Department reserves the right to grant this tender as a whole or for part of the entire equipments. Decision of Department shall be final in this regard.
16. The rates quoted should also cover the maintenance of operating system, software installation, installation of patches, pre-emptive actions against spread of virus, detection/removal of virus, configuration of applications (client/server), Lotus Notes server and client applications, connection of computers to projector for presentation.

The rates quoted will be inclusive of all taxes and charges whatsoever including VAT/sales tax, custom duty, service tax, transportation etc.

17. The rates should be inclusive of all type of taxes, duties, levies like Service tax etc.

18. The firm whose quotation is finally accepted shall have to deposit security money which will be a sum of 2.5% of the total cost of annual contract in form of /demand draft/term deposit or a bank guarantee for the said amount drawn in favour of The District & Sessions Judge, Delhi. No interest shall accrue on this amount.

The EMD shall be refunded as soon as possible to the unsuccessful tenderers/vendors on written request.

The EMD of successful firm shall be returned only after submission of security money. The security deposit will be released after satisfactory execution of the contract by the concerned firm.

19. The firm which fails to fulfill any of the above terms and conditions will be automatically disqualified for the purpose of this tender.

The tenders received after the due dates and time shall not be considered by this department.

III. GENERAL TERMS AND CONDITIONS

General Information:

20. For the purpose of this onsite AMC work following interpretation/s would be made
- a. **Hardware** – This would include the actual components / assemblies / subassemblies of the PC i.e. the hard disk, monitor, mouse, keyboard, floppy disk, CD Rom, Zip disk drive, Teflon etc. This would also include the components / assemblies / sub-assemblies of peripherals and other accessories and Connectors / Cables / Cords and any other physical appliances required to run the computers etc.
 - b. **Peripherals** – This would include Printers (LaserJet, DeskJet, Inkjet, Dot Matrix), Scanner, CD-Writer, Modem, Speakers, UPS and any other unspecified but existing item in the Computer System.
 - c. **Software** – This would include all the software related to Operation Systems, System Software, Mail Software and any other unspecified software required to run the components/peripherals/applications etc. This would also include the application software installed in the computers.
 - d. **Services** – This would include back-up solutions, cleaning of the computer system/s and peripherals, disaster recovery solutions, general antivirus checks and regular maintenance like running diagnostics tests to ensure if all the components are working fine/efficiently.
21. Ensure smooth functioning of LAN connection as all the computers are connected on LAN.

The services will be provided by the vendor at the office of the District & Sessions Judge, Tis Hazari Courts, Patiala House Courts, Karkardooma Courts, Rohini Court, Saket Courts Complex & Dwarka Court, Delhi and wherever necessary/required. No separate cartage/transport charges will be paid.

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 costs and risk to get it repaired promptly and forthwith provide standby in lieu thereof and Job card will be maintained strictly and signature of officers and the users will be obtained on every visit.

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. The AMC would be given on as-is where-is basis.

22. Service Assurance:

- a. A logbook shall be maintained in Room No. 232 in which the resident engineer shall record all the complaints made.
- b. The engineer shall attend to all the complaints received immediately as follows to be verified manually or through computerized management system.

The system down time should not exceed 30 min. from the time at which the complaint was made. If the down time is more than 30 min., the vendor shall provide a standby system. In case, the system is not repaired or standby system is not provided within stipulated time the Department may choose to get the same repaired or replaced from any other agency and the cost & expenditure incurred therein shall be recovered from the vendor.

The tenderer/vendor/AMC holder shall check each Desktops/Computer System/UPS and Printers installed at the District Courts at Tis Hazari, Karkardooma, Patiala House, Rohini, Saket and Dwarka or wherever these are installed at least once in a month, and get the signatures of the concerned user. In case of failure to do so, penalty @ Rs.100/- per month for each system will be levied.

- (i) Minor faults should be addressed immediately (Within 30 min. of receiving the complaint),
- (ii) Major faults within 24 hrs by replacement method, with the available spares, on explicit and clear orders of IT division.
- (iii) All the repairs and servicing of equipment shall be carried out on site at the place where it is located.
- (iv) In exceptional circumstance where the equipment/s / component/s is/are to be taken to Company's premises / service center for repairs, standby arrangement will be made. The equipment being taken to the workshop for repair would be at company's own risk and expenses.
- (v) The replacement of components, sub assemblies and assemblies shall be as per manufacturers' instructions under orders of IT division. The parts so replaced would belong to the company.

- (vi) Any damage or loss caused to the Computer/s, Laptop/s, Printer/s, Server/s, Scanner/s etc. or their parts due to negligence, mis-handling shall be made good by the company either by payment in cash the prevailing market price of that items or by a new one of the same make and specifications.
- (vii) The firm shall maintain the equipments and shall use genuine/original components for replacement wherever needed. The parts/components/sub-assemblies used for repair/replacement by the contractor will be of the same/equivalent or higher make and functional capability as originally available in the systems. Until and unless written orders of the IT division are conveyed, the original specification/characteristics/features shall not be changed or modified under any circumstances. In order to cross check this point, the IT Division 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 market.
- (viii) The firm shall be responsible for taking back up data and programme available in PC before attending the fault and shall also be responsible for reloading the same. The back up copies are to be returned to the users, under acknowledgement from the user.
- (ix) The firm shall install/replace any item/s in IT equipment if and when the department procures some additional items as software, batteries etc.
- (x) The firm shall also be responsible for deployment of necessary staff for regular cleaning of all hardwares using suitable cleaning material and equipment. Each equipment under the contract shall be cleaned once in one months on regular basis. A register shall be maintained showing the cleaning of each equipment and shall be produced to the - Superintendent Computers for verification, after the job. The schedule will be fixed immediately after the contract is finalised by IT division.

The tenderer/vendor/AMC holder shall check each Desktops/Computer System/UPS and Printers installed at the District Courts at Tis Hazari, Karkardooma, Patiala House, Rohini, Saket and Dwarka or wherever these are installed at least once in a month, and get the signatures of the concerned user. In case of failure to do so, penalty @ Rs.100/- per month for each system will be levied. A register shall be maintained showing clearing of complaints and shall be produced to Superintendent Computers for clarification.

The Contractor shall take all the preventive measures, which are necessary for the upkeep of the computers. The schedule of preventive maintenance amongst other works shall include:

- (a) Cleaning of all equipment using dry vacuum air, brush, and soft muslin clothes.
- (b) Running of test programme/s to ensure quality print/date reliability.
- (c) Checking of power supply source for proper grounding and safety of equipment.
- (d) Ensuring that covers, screws, switches etc. are firmly fastened in respect of each equipment.

- (e) Scanning of all types of virus and elimination and vaccination of the same.
- (f) Shifting of equipment within the building as and when required.

The maintenance shall include replacement of spare parts, if required. Each and every component will be considered to be part of the system even if it is a power cable, networking equipment, mouse etc. Even if a single component is not working it will be considered that the entire system is not working.

The services will be provided by the vendor within stipulated time and period failing which the work will be got completed at the risk and costs of the vendor from other contractor/supplier, and the cost so incurred will be recovered from the vendor.

The firm will be bound to supply the items as per approved quality strictly within stipulated time and period, failing which action will be taken against vendor.

23. Deployment of Engineers

The vendor shall provide at least three resident engineers at Tis Hazari Court Complex and two resident engineers each at Karkardooma, Rohini, & Patiala House Court complexes and one resident engineer each at Dwarka Courts & Saket Courts, so that the complaints are regularly attended and rectified without any delay or default.

- (a) The firm shall provide maintenance services through experienced and competent Diploma Engineers who shall stay in the respective court premises from 09.45 hrs to 18.00 hrs on all working days and if required, the engineers will have to work on holidays and after office hours also without extra payment.
- (b) The engineers should have at least Five years experience in dealing/maintenance of computer hardware as well as software.
- (c) The Firm is required to provide evidence in dealing/maintenance of respect of qualification and experience, which would be checked by department to verify the suitability/competency of the service engineers.
- (d) The Resident Service Engineer provided by the Firm shall not be changed frequently. However, if found incompetent by Department, the Resident service engineer shall be changed by the Firm immediately.
- (e) The contractor shall arrange to get the character and antecedents of engineer/workers verified from Police authorities before their deployment in Department for this assignment. Their full particulars should also be furnished to Department for the purpose of entry passes.
- (f) 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 firm.

- (g) 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.
- (h) 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 a holiday than the next working day.

This department may extend the AMC for further one year or less if the work is found satisfactory during the previous year in its sole discretion.

- 23. The contract shall initially be for a period of One years from the date of signing of the contract. The contract may be renewed at the sole discussion of department for a further period of One year with *same terms and conditions/or mutually acceptable conditions*, if the Department is satisfied with the functioning of the service provider.

The tender is not transferable.

- 24. This tender is not transferable. Further clarification/s if any, may be obtained from Superintendent, Computer Branch, Tis Hazari Courts, Delhi, (Ph.- 011-23926867)
- 25. The systems that are not serviceable by the agency due to obsolescence of technology or non-availability of parts/assemblies/components, will be withdrawn from the maintenance contract. The decision of Department regarding non-availability and obsolescence of technology and withdrawal of these items from the main contract will be final. Withdrawal of such systems shall be communicated to the agency and equivalent maintenance charges shall be deducted accordingly.
- 26. In case the contracting firm is not able to accept the contract after it is awarded or if it is not able to do the work after accepting the contract such firm will be liable to pay the damage to Department including the cost which the Department will have to incur for getting such work done. The EMD/Security Deposit of defaulting firm would also be forfeited by the department in favor of The District & Sessions Judge, Delhi.
- 27. The above act of backing out would automatically debar the contractor from any further dealing with department.
- 28. The Department reserves the right to reject any or all the tenders in whole or in part without assigning any reason whatsoever, or increase or decrease of quantities of any item of the work and the successful tenderer shall perform the same at the rate quoted. The Department reserves the right to award the contract on the basis of quotations for each item separately or collectively.

The Department reserves the right to terminate the contract at any time before the expiry of contact period, if the work of the vendor is not found to be satisfactory and forfeit the EMD/Security deposit.

In case the job work or material used is found below the standard and are not according to the specifications, this department reserves right to forfeit the whole claim, EMD/Security deposit or part thereof. The decision of this department will be final conclusive and binding.

29. 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.
30. The Department reserves the right to accept or reject summarily any or all tenders in whole or in part without assigning any reason whatsoever, or increase or decrease of quantities of any item of the work and the successful tenderer shall perform the same at the rate quoted.
31. 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.
32. Department reserve the right to increase or decrease quantities of contracted items any time. Accordingly charges would be increased/decreased on pro-rata basis. In case of addition of work, services will be performed; the same will be done on already agreed and settled rates for the main contract maintenance.
33. It shall be the responsibility of the firm to make all the computers and peripherals work satisfactorily throughout the contract period and to hand over the systems in working condition to the Department after expiry of the contract.
34. The Department takes no responsibility for delay, loss or non-receipt of a quotation after dispatch.

The department may impose any other conditions as it deems fit and proper at the time of awarding of the contract.

The vendors /tenderers will have to make supplies or execute the job within the stipulated time. Department may extend the time on written request for sufficient reason.

This department reserves the right to terminate the AMC at any time before the expiry of the period covered under the contract without assigning any reason thereof and without incurring any liability.

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 5 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 for the absence of resident engineer at the rate of Rs.100/- per hour for each absence of one hour or more but less than 4 hours, and at the rate of Rs 200/- per hour for more than 4 hours for every working day.

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.

This department may impose further liquidated damages as it think fit for any delay/defective work or material etc.

35. Payment

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

- a. No advance payment will be made in any case. The payment of AMC will be released quarterly (after deducting penalty) 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.
 - b. The payment will be made after proper deduction of TDS and other taxes as per prevailing rule/rates.
 - c. Any payment made in excess will have to be refunded by the Company to Department.
 - d. Payment for any inclusion/deletion of Computer System/Peripherals (other than the scheduled items) will be calculated on pro-rata basis.
 - e. The company will not have any legal right to proceed against Department in the event of late payment due to unforeseen reason/s.
 - f. No escalation of prices shall be permitted on any ground. Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC; no difference shall be paid-or claimed as a result of the above.
35. 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.

The Department shall not pay any extra charges except AMC charges

The risk and the cost would include additional costs incurred towards the articles, goods etc. and also the cartage/transport charges thereon.

The extra expenditure incurred by this department shall be deducted from the quarterly payment/security deposit/EMD and the balance will be recoverable from the contractor/supplier.

36. Dispute Settlement

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.

In case of disputes, Delhi courts alone will have the jurisdiction. The venue for arbitration will be New Delhi. The Arbitration and cancellation Act, 1996 by the Sale Arbitrator appointed by the District & Session Judge, Delhi.

After the tenders are opened no attempt will be made to meet any Member/Chairman of the Committee to influence their decision.

(DHARMESH SHARMA)

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

Comprehensive ONSITE Annual Maintenance Contract
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: -

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

E-TENDER NOTICE

Comprehensive ONSITE Annual Maintenance Contract

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TERMS OF TENDER:-

Contract Period: As proposed the contract of one year which may be extended for another on year on the same terms & conditions agreed upon by the parties.

- i) The Cartridges of HP & Samsung printers should be genuine and an Authority letter should be procured by the supplier from HP in favour of The District & Sessions Judge, Delhi in regard to this tender for execution of the contract for the entire duration of the contract/supply. If the material supplied is found to be of substandard quality, or having any manufacturing defect, the same will be returned and the Delhi District Court will not be responsible for any loss to the concerned supplier for such supply. Moreover, **such suppliers may be penalized including the blacklisting of the concerned firm by Delhi District Court.**
- ii) The supplier shall be bound to accept back any cartridge found defective at the time of opening of the protective cover and/or printing seal as if it is a manufacturing defect, and the supplier shall be bound to replace the same or else adjust the price/rate of the same while settling the account.
- iii) As the requirement of this department is of urgent nature, if the services of supplier are found unsatisfactory or he is not able to supply the goods immediately, the job will be entrusted to any other firm/party at the risk of defaulting supplier. The suppliers will have to satisfy the Delhi District Court that the supplies will be made immediately.
- iv) Interested firms are required to prove their competence for undertaking the job in question and also furnish their standing and goodwill through certificate from their earlier clients of reputed organizations mentioning the name, designation and telephone No. of the officers of those department. A photocopy of the PAN Card of the firm should also be furnished. **The quotation submitted without a photocopy of the PAN Card of the firm shall be summarily rejected.**
- v) Bid should be accompanied with a Demand Draft/ Bankers Cheque for Rs.50,000/- (Rupees Fifty Thousand only) as earnest money drawn in favour of The District & Sessions Judge, Delhi payable at Delhi, which will be retained as performance security by this department till the contract remains in force. However, Kendriya Bhandar/ NCCF shall be exempted from submission of earnest money and copy of PAN Card. The earnest money of the unsuccessful bidders will be refunded. Other things being equal, Purchase Preference will be granted to KB/ NCCF, if the price quoted by these co-operatives is valid for full tenure of the contract and is within 10% of the L1 price and are willing to match the L1 price. No price preference over and above the L1 price shall be given to these co-operatives.
- vi) Tenderers may quote their unconditional **rates per item/unit** strictly as per list enclosed and the duration for which the price/rate shall remain valid.

- vii) The supplier will be responsible for delivery of the goods in good condition in the computer store of Delhi District Court Complexes situated at Tis Hazari, Karkardooma, Patiala House, Rohini, Saket and Dwarka, Delhi, at his own risk and cost within seven days of the placing of orders by e-mail/fax or registered letter, whichever is earlier.
- viii) The owner/ firm should be available on telephone and also on mobile so as to enable this department to call them in emergency cases. Therefore, telephone as well as mobile number(s) may also be given.
- ix) The Contract may be extended as per mutual consent/agreement for further period upto the fresh sanction granted by Government of NCT of Delhi

E-tender enquiries are invited from eligible firms for the aforesaid subject. The tender complete in all respect should be submitted online before, the last date and time mentioned as above.

(DHARMESH SHARMA)

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