

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

E-TENDER NOTICE

Tender ID No. 2018_DDC_155622

e-Tenders are invited from eligible firms having experience in the field and sound financial capability for execution of comprehensive maintenance including preventive maintenance/regular services of the Desktops/Computer Systems/Printers/UPS and all the accessories of such hardware, software and items necessary to keep them in perfect working condition at all the times during the period of the Comprehensive AMC from any defects/disturbance and take appropriate steps for full functioning of the Desktops/Computer Systems/Printer/UPS of the below description.

Tender/s complete in all respect should be submitted online on or before the dates below mentioned for computer hardware and other items as given here under:

Name of work:

Comprehensive ONSITE Maintenance Contract for Computers and other peripherals installed in Delhi District Court for the period of two year 2018-20

| S. No | Details of articles for Comprehensive ONSITE Maintenance Contract | Quantity |
|-------------------------|---|------------|
| Computer Systems | | |
| 1 | HP Computer System (Model No HP 7380) Note: Articles shall be removed on completion of condemnation process and on receipt of new supply | 20 |
| 2 | HP Computer Systems (Model No. HP DX74007380) Note: Articles shall be removed on completion of condemnation process and on receipt of new supply | 33 |
| 3 | HP Computer Systems (HP 7380) Note: Articles shall be removed on completion of condemnation process and on receipt of new supply | 25 |
| 4 | HCL. Computer Systems (LX Infinti PRO SL 1280) | 449 |
| 5 | HCL Computer Systems (LX Infinti PRO SL 1280) | 94 |
| 6 | HP Computer Systems (Mode No. HP PRO 3090 MT) | 591 |
| 7 | HP Computer Systems. (HP COMPAQ DC 5800) | 200 |
| 8 | HCL Computer Systems(LX Infinti PRO SL 1280) | 298 |
| 9 | HP Computer Systems. (HP 7380) | 2 |
| 10 | HP Computer Systems (Model No. HP PRO 3330 MT) | 99 |
| 11 | HP computer system((Model No. MT 3330) | 4 |
| TFT's | | |

| | | |
|-----------------|--|-----|
| 12 | TFTs. 38cm (15") (Samsung Make) Note: Articles shall be removed on completion of condemnation process and on receipt of new supply | 187 |
| 13 | HP. 17"TFT (Model No. L1710) Note: Articles shall be removed on completion of condemnation process and on receipt of new supply | 93 |
| 14 | HCL TFT (Model No. V17G) | 182 |
| 15 | Addl. TFT HCL (Model No. V17G) | 315 |
| 16 | HCL TFTs. HCL (Model No. V17G) | 125 |
| 17 | HP TFTs. (Model No. L1711) | 32 |
| 18 | HP TFTs (Model No. L1710) | 10 |
| PRINTERS | | |
| 19 | Samsung Printers (ML 1610) Note: Articles shall be removed on completion of condemnation process and on receipt of new supply | 2 |
| 20 | HP-1022 printer (Series VNRJ) Note: Articles shall be removed on completion of condemnation process and on receipt of new supply | 195 |
| 21 | HP 3390 Printer (Series CNMJP) Note: Articles shall be removed on completion of condemnation process and on receipt of new supply | 23 |
| 22 | HP-1022 + HP 1505 Printer (Series VNRJ and CNCJ2) | 89 |
| 23 | HP 2015 Printer (Series CNC1) | 57 |
| 24 | HP 2035 printer (Series CNCO) | 914 |
| 25 | Pro CP1525n Colour Printer | 1 |
| 26 | Scanner HP (Series Scanjet 8250) | 2 |
| UPSs | | |
| 27 | Uniline Make- 500 VA UPS Note: Articles shall be removed on completion of condemnation process and on receipt of new supply | 36 |
| 28 | Keptron Make 500 VA UPS Note: Articles shall be removed on completion of condemnation process and on receipt of new supply | 16 |
| 29 | 700 VA UPS KEPTRON (Series 0506) Note: Articles shall be removed on completion of condemnation process and on receipt of new supply | 30 |
| 30 | 700 VA Keptron UPSs (Series 3107) | 451 |
| 31 | Keptron UPS (Series 1207) Note: Articles shall be removed on completion of condemnation process and on receipt of new supply | 72 |

| | | |
|----------------------------|--|-----|
| | | |
| 32 | UPS Paradyne (Series starting with 58) | 111 |
| Centralized UPSs | | |
| 33 | 10 KVA UPSs (Acenta Make) Already AMC under M/s Electronic Control Power System Pvt. Ltd. | 21 |
| 34 | 5 KVA Online UPSs (Acenta Make) Already AMC under M/s Electronic Control Power System Pvt. Ltd. | 3 |
| 35 | 5KVA UPS (Naxcus Make) | 1 |
| 36 | 10 KVA online UPS (Tritronics) | 10 |
| 37 | 5 KVA Centralized UPS (Numeric) | 3 |
| 38 | 5 KVA UPS (Tritronics) | 2 |
| 39 | 5 KVA UPS (Quanta Make) | 1 |
| Servers | | |
| 40 | Pedestal Servers | 5 |
| 41 | Rack Mount Servers (HP Make) | 16 |
| 42 | Additional Server for Multifunction Firewall (Series SGH132XXLK) | 1 |
| 43 | HP Server Model Q1Y25A-HPE(Series DL380Gen9E-S2620V4CNC771806N) | 3 |
| 44 | HCL Server(INFINITI GLOBAL LINE 2700ST &2701HC) | 7 |
| Servers Peripherals | | |
| 45 | Rack Mountable Keyboard, 4 nos. of Mouse and 4 nos. of 17" TFT LCD Monitor Rack Mountable foldable | 2 |
| 46 | Server Rack HCL(HCL 43U with 100 mm) | 1 |
| Projectors | | |
| 47 | Projector installed at Delhi District Courts (Model No. GLOBUS GD22Y) | 3 |
| CISCO Routers | | |
| 48 | Cisco Router at installed at Saket Court Complex, New Delhi | 1 |
| 49 | Router Cisco (Series Cisco 941-sec/k-9 Cisco 1941 Security bundle FHK142673EA) | 2 |
| 50 | Bar Code Scanner | 4 |

| Video Conferencing Systems of Child Vulnerable Witnesses Courts installed at Karkardooma Courts, Delhi | | |
|---|--|---|
| 51 | HD Videoconferencing Systems (Polycom HDX7002XL) all installed in KKD in Room no. 77 &78 in child Vulnerable Witness Court Room (Serial no. 0E60C720110822 0E3FED20110822 0E3FDD20110822 0E3FD620110822) | 4 |
| 52 | 40" HD LCD Model (LG 42LD461C)(Installed in Room No. 77 &78 in Child Vulnerable Witness Court Room, Karkardooma Courts) (Serial No. 111PLHT039185, 111PLZU039117, 111PLQN038924, 111PLLQ038928) | 4 |
| 53 | CAM, MPTZ, EAGEL EYE III , (Serial no. 1544117220091019, 1754330920101214, 15641153520111008, 146412857A20110907). | 4 |
| 54 | HDX MIC MICROPHONE ARRAY (Serial no. 821137037A0CC5, 821122031513C5, 821137037A14C5, 821137037A30C5) | 4 |
| 55 | DVI to VGA cable 5 mtr | 4 |
| 56 | Audio Cable 5 M with 3.5 MM Audio Jack | 4 |
| e-Courts Hardware and peripherals installed at Delhi District Courts | | |
| 57 | IP CAMERA PTZ (SONY) WITH CEILING MOUNT ARRANGEMENT (INSTALLED IN E-COURT, KKD, DELHI) | 2 |
| 58 | IP CAMERA (SONY) FIXED WITH CEILING MOUNT ARRANGEMENT (INSTALLED IN E-COURT, KKD, DELHI) | 1 |
| 59 | AUTOMATIC AUDIO MIXER (NEXIA) (INSTALLED IN E-COURT, KKD, DELHI) | 1 |
| 60 | 16 X 16 CROSS POINT RBGHV MATRIX SWITCHER (EXTRON) (INSTALLED IN E-COURT, KKD, DELHI) | 1 |
| 61 | VIDEO QUAD UNIT (EXTRON) (INSTALLED IN E-COURT, KKD, DELHI) | 1 |
| 62 | EXTRON VIDEO SCAN CONVERTER INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 63 | EXTRON VGA/AUDIO MATRIX SWITCHER INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 64 | TOUCH PANEL PROCESSOR WITH WIRELESS EQUIPMENT (CRESTR) INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 65 | LIFE SIZE MULTI-PARTY VIDEO CONFERENCING SYSTEM WITH HD CAMERA INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 66 | LIFE SIZE NETWORKER INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 67 | TOUCH PANEL EQUIPMENT WITH CHARGER (CRESTR) INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 68 | SERVERS (HP),(5 IN E-COURT AND ONE INSTALLED IN HIGH COURT) | 6 |

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| 69 | 40"LCD DISPLAY WITH WALL MOUNTING STAND (SAMSUNG) INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 70 | 46"LCD DISPLAY WITH WALL MOUNTING STAND (SAMSUNG) INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 71 | 26"LCD DISPLAY WITH WALL MOUNTING STAND (SAMSUNG) INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 72 | HP-LAPTOP INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 73 | HP-ADF/FLATBED SCANNER INSTALLED IN E-COURT, KKD DELHI | 2 |
| 74 | LUMENS- DESKTOP VISUALISER INSTALLED IN E-COURT, KKD, DELHI | 2 |
| 75 | HP-PC WITH 18.5"TFT INSTALLED IN E-COURT, KKD, DELHI | 7 |
| 76 | HP-PC WITHOUT MONITOR INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 77 | HP-NETWORK PRINTER INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 78 | NUMERIC - 15 KVA UPS INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 79 | PRESIDENT- 42U RACK INSTALLED IN E-COURT, KKD, DELHI | 2 |
| 80 | ALTUSCN- 8 PORT KVM SWITCH WITH 8 CONNECTORS INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 81 | CICSO 1841 ROUTER WITH 2 SMART SERIAL CARD &3 SERIAL CABLES INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 82 | HP- 24 PORT NETWORK SWITCH INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 83 | CICSO 1841 ROUTER WITH 1 SMART SERIAL CARD &2 SERIAL | 1 |
| 84 | OMINI DIRECTIONAL MIC INSTALLED IN E-COURT, KKD, DELHI | 3 |
| 85 | OMINI- GOOSNECK MICROPHONE INSTALLED IN E-COURT, KKD, DELHI | 2 |
| 86 | 19"TFT TOUCH SCREEN MONITOR WITH WRITING STYLUS (ALATM- 191) INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 87 | 8 AV CHANNEL DVR CARD (INSTALLED IN APPLICATION SERVER) AT KKD COURTS, DELHI | 1 |
| 88 | HP-WIRELESS KEYBOARD MOUSE INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 89 | CREATIVE- SPEAKERS INSTALLED IN E-COURT, KKD, DELHI | 2 |
| 90 | EXTRON-VIDEO ENCODER INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 91 | iBALL PEN TABLET INSTALLED IN E-COURT, KKD, DELHI | 1 |

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| 92 | CANNON EOS 1000D SLR CAMERA INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 93 | NETGEAR- 8 PORT ETHERNET SWITCH INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 94 | Keyboard (wireless) Logitech (12 Nos. of e court installed at Delhi District Courts) | 3 |
| 95 | Mouse Logitech make (Wireless) (12 Nos. of e court installed at Delhi District Courts) | 3 |
| 96 | HDMI to VGA Converter installed in e-Court Shahdara, KKD Courts, Delhi | 1 |
| 97 | 21.5 Wacom Touch Screen (Warranty expire on September 2018) | 12 |
| 98 | Wireless Keyboard & Mouse Logitech (Warranty expire on September 2018) | 12 |
| 99 | VGA Splitter with one input and four output (Warranty expire on September 2018) | 12 |
| 100 | VGA Switcher with 2 input and Four Output (Warranty expire on September 2018) | 12 |
| 101 | VGA Cable 15 Mtr (Warranty expire on September 2018) | 12 |
| 102 | Webcam Logitech Webcam pro9000 (Warranty expire on September 2018) | 12 |
| 103 | Hp Scanjet 8270 (Warranty expire on September 2018) | 12 |
| 104 | 1 TB Storage Storage expandable (Warranty expire on September 2018) | 12 |
| 105 | Dell Optiplex 3046 small form factor CTO (CPU) expandable (Warranty expire on September 2018) | 12 |

Estimated cost of the Tender value approx : 40,00,000/-
EMD : 2,00,000/-
Start date of online Submission of Tender : ___/07/2018 at 11.00 AM
Last date of online Submission of Tender/EMD : ___/08/2018 at 04.00 AM
Opening of Technical Bid : ___/08/2018 at 04.00 AM

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

(RAVINDER DUDEJA)
Judge-Family Court/ 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:

.Technical Bid B. Financial Bid

A. Technical Bid

The bidder should submit the following:

Physical bid & copy of documents submitted online

Earnest money of Rs. 2,00,000/- (Rupees Two lakhs only) in the form of Demand Draft/ Bankers Cheque from a Nationalized Bank in the name of District & Sessions Judge (HQs), Delhi along with the copy of documents submitted online.

| Sr. No. | <u>Documents to be submitted online</u> |
|---------|--|
| 1 | Scanned copy of EMD as mentioned above. |
| 2 | Scanned copy of PAN Card. |
| 3 | Scanned copy of company registration certificate |
| 4 | Scanned copy of filing of GST return for the latest assessment year |
| 5 | Scanned copy of acceptance of Terms and Conditions of NIT in the given format as Annexure-A. |
| 6 | Scanned copy of valid GST Registration |
| 7 | Scanned copy of past performances with Govt. or Private Sector |
| 8 | Scanned copy of "Non-black listing certificate |
| 9 | Scanned copy of the balance sheet duly certified by CA. |
| 10 | Scanned copy of latest Income Tax return. |
| 11 | Scanned copy of valid ISO 9001-2008 or 9001-2000 Certificate for AMC for Computer Hardware and its peripherals be submitted certified by authorized signatory. |
| 12 | Scanned copy of Companies infrastructure & back up facilities. |
| 13 | Scanned copy of Income Tax clearance certificate>Returns for the three years (FY 2015-16, 2016-17 &2017-18) |
| 14 | Scanned copy of current GST clearance certificate. |

| | |
|-----------|---|
| 15 | Scanned copy of the completion certificate in respect of successfully execution of maintenance of IT hardware including desktops, printers and ups (online/offline) during the Last three years (FY 2015-16, 2016-17 & 2017-18) One assignment not less than the amount of Rs. 32,00,000/- or Two assignment not less than the amount of Rs. 20,00,000/- or Three assignments not less than the amount equal to Rs. 16, 00,000/- each. |
| 16 | Average Annual Turnover during the last three financial years 2015-16, 2016-17 & 2017-18 generated from AMC of Desktops, Printers and UPSs. The audited/certified financial Statement/Balance Sheet for last two financial years duly certified by the Chartered Accountant or Authorized Signatory of the bidder company. |
| 17 | Scanned copy of list of Hardware and Network Service Engineers of the bidder firm with qualification and experience. |
| 18 | Only online tender will be accepted. |

NOTE (*) All Requirements are Mandatory; Bidder must fulfill all requirements as mentioned at Sl. No. (1) to (18) shall be eligible for consideration in the next stage.

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

B. Financial Bid

Financial bid of only those firms will be opened which qualify in Technical bid.

The bidder which has lowest qualifying financial bid will be declared as L1 and may be considered.

Rates should be **quoted in Indian Currency** inclusive of all taxes.

Applicant firms should follow the instructions strictly. Applications not found in order are liable to be rejected and **NO REPRESENTATION WILL BE ENTERTAINED IN THIS REGARD.**

(RAVINDER DUDEJA)

Judge-Family Court/ Chairman,
Centralized Computer Committee,
Tis Hazari Courts, Delhi

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

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 bidder shall disqualify the tender. All the documents shall be serially numbered and signed by the bidder.

The interested bidders for participating in e-Tender should have registration on e-procurement portal of Delhi Government and have class II-B digital certificate/signatures. For registration on e-procurement site, bidder/s may contact e-procurement help desk at Room No. 129, Level –I, Delhi Secretariat. I.P. Estate, New Delhi.

Contract Period:

Two years running contract from the date of acceptance to the award of the contract. The contract may be renewed at the sole discretion of department for a further period of One year with same terms and conditions/or mutually acceptable conditions by both parties, if the Department is satisfied with the functioning of the service provider during the contract period.

The Physical (EMD) along with Copies of uploaded documents on e-procurement site be submitted only in Tender Box kept in the custody of the In-charge, Computer Branch, Room No. 232, Second floor, Tis Hazari Courts, Delhi (Ph. 011-23926867) up to 4.00 p.m. on or before last of date of online submission of tender bids.

The envelope containing EMD must be superscripted with the name/subject of Tender.

Rate should be quoted online in e-tender inclusive of all charge and applicable taxes/GST etc.

The technical and financial terms and conditions of Maintenance Contract for Computer Hardware and its peripherals installed at Delhi District Courts shall be as follows:

I. Technical Terms & Conditions

1. The firm/bidder fails to fulfill any of the above terms and conditions will be automatically disqualified for the purpose of this tender.
2. The bids received after due date and time shall not be considered/entertained by this department.
3. The firm/bidder may quote rates per item unconditionally strictly as per list enclosed and remain same during Contract period.
4. The firm must be ISO 9001:2000 or 9001 – 2008 certified for AMC of Computers and its peripherals.
5. The concerned must be a limited or a private limited company under the Company Act.
6. Earnest money of Rs. 2,00,000/- (Rupees Two lakhs only) in the form of Bank Draft drawn in favour of The District & Sessions Judge (HQs), Delhi. No Cash and Cheque will 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 bidder 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 tender/contract terms and

- conditions. Companies exempted from deposit money shall attach relevant certificate.
7. The Financial bid should contain rate against each item separately. The rates quoted will be inclusive of all taxes and including GST, duties, levies, other taxes, transportation etc.
 8. The rates quoted shall include cost for maintenance of operating system, software, installation, installation of patches, pre-emptive actions against spread of virus, detection/removal of virus, configuration of application (Client/Server), Lotus note server and client applications, connection of Computer to projector for presentation, data recovery etc
 9. The firm should submit the completion certificate in respect of successfully execution of maintenance of IT hardware including desktops, printers and ups (online/offline) during the Last three years (FY 2015-16, 2016-17 & 2017-18)
 - a. One assignment not less than the amount of Rs. 32,00,000/- or
 - b. Two assignment not less than the amount of Rs. 20,00,000/- or
 - c. Three assignments not less than the amount equal to Rs. 16, 00,000/- each
 10. The firm should submit valid Income Tax clearance certificate>Returns for the last three financial years.
 11. The quotation must be accompanied with copy of Sales Tax/GST/Service Tax clearance certificate duly attested by Gazetted Officer or Chartered Accountant or Company Secretary, failing which bid shall be treated as invalid.
 12. The quoted 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 bidder would keep the rate valid for this period.
 13. Bidders/vendors not having GSTIN Number need not apply. The department reserves the right to relax/waive or alter any of the General Terms and Conditions, if finds sufficient reasons to accept tender with regard to the prices, quality, standard of the bidder in the market and other relevant conditions.
 14. The firm should submit the copies of PAN and GST Number.
 15. The bidder should enclose the details of manpower on their roll with qualification, experience, EPF status etc.
 16. The address of the workshop with telephone numbers, email-ID/s and fax numbers/s in Delhi/ New Delhi has to be given.
 17. The bidder must have experience of dealing with atleast five Hundred computers on LAN Network. Copies of such work order or any other documentary evidence clearly showing proof that more than five hundred Computers are being maintained should be attached.
 18. Copies of similar Annual Maintenance Contracts received from Government and reputed private organization be enclosed.
 19. The bidder shall submit undertaking that all terms & conditions of this bid document are acceptable in the format placed as Annexure-"A" duly signed by an authorized person.
 20. Department may add any other technical terms and conditions as per requirements.
 21. The Bidder fulfilling above terms & conditions should participate in the tender process. The financial bid of only those concerns will be considered who fulfill the above mentioned Terms & Conditions.

22. Each and every paper/document pertaining to the tender should be duly numbered and stamped by the bidders with seal of the concerns. The Bidders shall submit an undertaking that their concern is never black listed by any of Government Department.
23. The bid must be unconditional, if the bidders impose any condition, then the department will be at liberty to reject bid without assigning any reason thereof.
24. Department reserves the right to award the tender as a whole or in part. Decision of Department shall be final in this regard.
25. When any working day is declared holiday, then Bids will be opened on the next working day.
26. The rates be quoted in words as well as in figures without any overwriting or erasing.
27. The bid will be considered as complete only if the bidder accepts all the terms & conditions of the tender.
28. The firm whose quotation is finally accepted shall have to deposit security money be (10% of the total cost of comprehensive maintenance contract) in form of demand draft /term deposit or a bank guarantee for the said amount to be drawn in favor of "The District & Sessions judge (HQs), Delhi. No interest shall accrue on this amount.
29. The EMD shall be returned to the unsuccessful bidders on written request as soon as possible. EMD of successful firm shall be returned only after deposit of security money. The security deposit will be released only after satisfactory execution of the contract by the concerned firm.

II Earnest Money Deposit (EMD)

1. Bidder shall submit EMD in the form of Demand Draft issued by any Nationalized Bank in favour of District & Sessions Judge (HQs), Tis Hazari Courts, Delhi payable at Delhi and should valid for 90 days from the due date of the tender.
2. EMD of all unsuccessful bidders would be refunded by the office within one month or on 30th days of the bidder being notified as being unsuccessful. The EMD of successful bidder would be returned against deposit Performance Guarantee.
3. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
4. The bid/proposal submitted without EMD will be summarily rejected.
5. The EMD may be forfeited, if the Bidder withdraws or amends its tender or impairs or derogate from the tender in any respect within the period of exception from deposit of EMD shall be allowed.
6. The EMD should be in a sealed envelope. The envelope should clearly marked with name of the Company and Tender ID number.

III Performance Guarantee s

1. The Department require an irrevocably, unconditionally Performance Bank Guarantee from the successful bidder within 15 days from the Notification of award to the tune of value equivalent to 10% of the value of contract.
2. The performance guarantee will be valid for a period of sixty days beyond the date of completion of contractual obligations. The Performance Guarantee shall contain a claim period of three months from the last date of validity.
3. The successful bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period, in case the selected bidder

fails to submit performance guarantee within the time stipulated, the department at its discretion to cancel the order placed without any notice.

4. The department shall invoke the performance guarantee in case the selected Vendor fails to discharge contractual obligations during the contractual period or department incurs any loss due to negligence in carrying out the project implementation, as per agreed terms & conditions.

IV. General terms & conditions

General Information:-

1. The following interpretation/s would be made for the purpose of this onsite Maintenance Contract work.

Hardware

This would include actual components / assemblies / subassemblies of the PC like hard disk, monitor, mouse, keyboard, 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.

Peripherals

This would include Printers (LaserJet, DeskJet, Inkjet), Scanner, CD-Writer, Modem, Speakers, UPS and any other unspecified item(s) in the Computer System and to repair/replacement of faulty wires of all the hardware mentioned above.

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.

2. The Contractor shall take all the preventive measures, which are necessary for the upkeep of the Computer System/peripherals and other items under Comprehensive Maintenance Contract. 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. of all the equipments are firmly fastened.
 - e. Scanning of all types of virus and elimination of the same.
 - f. Shifting of equipment within the building as and when required or as directed in official exigency.

It is clarified that aforesaid list is inclusive and not comprehensive.

3. 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.
4. The 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 that all the components are working fine/efficiently

5. The bidder shall provide service at Tis Hazari Courts, Patiala House Courts, Karkardooma Courts, Rohini Courts, Saket Courts, Dwarka Courts and wherever necessary/required or as directed by this office in any official exigency. No separate cartages/transport charged will be paid. The department may ask for services to other/additional complexes subject to extra proportionate charges. The firm shall provide the AMC of IT equipment as and when required to be included in the existing AMC.
6. In case the equipment cannot be repaired at District Courts then bidder will carry and deliver the equipments at own costs and risk to get it repaired promptly and forthwith by providing standby in lieu thereof and Job card will be maintained strictly and signature of officers and the users will be obtained on every visit. No machine or components shall be removed without prior permission. Data confidentiality shall be strictly maintained. In case the HOD/SDD needs to be formatted prior permission of department shall be taken.
7. All the repairs and servicing of equipment shall be carried out on site at the place where it is located and in exceptional circumstance where the equipment/s /component/s is/are to be taken to Company's premises/ services 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.
8. The operating environment conditions in which the equipments are presently installed are quite satisfactory. The vendor will not raise any conditions/objections to the working environment for the equipment covered under AMC. The AMC would be given on as-is where-is basis.
9. A logbook shall be maintained with the Computer Branch of each court complex in which the Resident Engineer shall record all the complaints.
10. The Engineer shall attend all the complaints immediately on receipt and same will be followed/verified manually or through computerized management system.
11. 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. then the contractor shall provide a standby system. In case, the system is not repaired or standby system is not provided within stipulated time then department will at liberty to impose penalty of Rs. 200/- per faulty system/peripherals per day (after 24 hrs) and after seven days the department will be liberty to get the same repair or replace from any other agency and the cost & expenditure incurred thereon shall be recover from the vendor.
12. All hardware defects should be rectified within 24 hrs by providing standby and replacement of the available spares as per explicit and clear orders of department.
13. Sufficient buffer stock of all hardware/items covered under the contract has to be made for providing immediate stand-by all the court complexes.
14. The bidder/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 as directed in official exigency at least once in a month and get the signature of the concerned user and if failed to do so then penalty @ Rs.100/- per month for each system will be levied.
15. The Contractor shall be bound to repair/replace the keyboards, mouse or other items/articles covered under the contract and having wire cut due to monkey/mouse menace or other reasons.
16. The replacement of components, assemblies and sub-assemblies shall be as per manufacturer's specification under orders of departments.

17. Any damage or loss caused to the article/items covered under Maintenance Contract due to negligence, mis-handling by the vendor firm shall be borne by the firm at prevailing market price of item or replace with similar make having equivalent or higher specifications.
18. The firm shall maintain the equipments and use only 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 department are conveyed, the original specification/characteristics/features shall not be changed or modified under any circumstances. In order to cross check this point, the department may ask the vendor/service provider to provide copy of invoice to ensure that only genuine spare parts are being procured from OEM and not from grey market.
19. The firm shall be responsible for taking back up of data and programme available in PC before attending the fault and to re-load the same. The back-up copies are to be returned to the users, under acknowledgement. The confidentiality of department shall be maintained and it shall be ensure that no break of confidentiality shall take place.
20. The firm/vendor shall be responsible for deployment of necessary staff for regular cleaning of all hardware's using suitable cleaning material and equipment. Each equipment under the contract shall be cleaned once in one month on regular basis. A register shall be maintained showing the cleaning of each equipment and shall be produced to the Computer Branch or as directed for verification after the job.
21. A register showing receipt of complaint/assign of complaint to the vendor and rectification thereof shall be maintained and produced to Administrative Officer (Judl.)/ In-charge, Computer Branch of respective court complex for verification on weekly basis.
22. 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 in addition to the applicable penalties.
23. 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.

V. Deployment of Engineers

1. The vendor shall provide at least four Resident Engineers at Tis Hazari Court Complex and two Resident Engineers each at Karkardooma Court, Patiala House Court, Rohini Court, Dwarka Court & Saket Court complexes.
2. The firm shall provide maintenance services through experienced and competent 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 without extra payment as and when directed in official exigency.
3. The Engineers should have at least Five years' experience in dealing/maintenance of computer hardware as well as software.
4. 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.
5. The Resident Service Engineer provided by the firm be not changed/replaced frequently. However, if found incompetent by the Department, the Resident service engineer shall be changed/replaced by the Firm/vendor immediately

6. The contractor shall arrange to get the character and antecedents of Engineer verified from Police authorities before their deployment in Department against this assignment. There full particulars should also be provided to Department for the purpose of entry passes and to keep record.
7. The Engineer must be equipped with mobile phone provided by company for quick communication. If any Engineer is required to take leave, a suitable replacement would have to be provided by the firm with advance intimation to the department.
8. Additional Engineer(s) may be deputed at court complexes in addition to Resident Engineer whenever in case of workload / complaints / emergency to rectify the complaints within stipulated time.
9. The Engineer shall maintain a daily record of complaints Received/Attended/Not attended, whether received on-line or otherwise and submit report on each Saturday to the respective Computer Branch and if Saturday happens to be a holiday than on the next working day.

VI. Termination of Contract

1. 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 shall forfeit the EMD/Security deposit.
2. In case the job work or material used is found below the standard or not according to the specifications, the department reserves right to forfeit the whole claim, EMD/Security deposit or part thereof. The decision of department will be final/conclusive and binding upon the firm.
3. 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.
4. 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 bidder shall perform the same at the rate quoted.
5. The Department reserves right to inspect company's site to assess infrastructure before awarding on-site AMC and may reject the contract given to the firm/s in the event of dissatisfaction about company's infrastructure or otherwise. Decision of department would be final in this regard.

VII. Other Conditions

1. The systems that are not serviceable due to obsolescence of technology or non-availability of parts/assemblies/components will be withdrawn from the maintenance contract on furnishing of written request with proof. The decision of Department regarding non-availability and obsolescence of technology and withdrawal of items from the contract will be final. Withdrawal of such systems shall be communicated to the vendor and equivalent maintenance charges shall be deducted accordingly.
2. In case the contracting firm is not able to accept the contract after it is awarded or not able to do the work after accepting the contract then such firm will be liable to pay the damage to Department including the costs which have to incur for getting such work done. The EMD/Security Deposit of defaulting firm would also be forfeited by the department in favor of The District & Sessions Judge, (HQs) Delhi.
3. The above act of backing out would automatically de-bar the firm/vendor from any further dealing with department.

4. The Department reserves the right to reject any or all the bidders in whole or in part without assigning any reason whatsoever or increase or decrease the quantity of any item and the successful bidders shall perform the AMC at the rate quoted for rest of the items. The Department reserves the right to award the contract on the basis of quotations for each item separately or collectively.
5. Department reserve the right to increase or decrease the quantity of contracted items at any time. The charges would be increase/decrease on pro-rata basis accordingly. In case of addition of work/services the same be done on agreed and settled rates for the main contract maintenance.
6. 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.
7. The Department takes no responsibility for delay, loss or non-receipt of bid(s) after dispatch.
8. The department may impose any other/additional conditions, as deems fit/proper at the time of awarding of the contract.
9. The vendors /bidders have to make supplies or execute the job within the stipulated time. Department may extend the time on written request for sufficient reason.
10. 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.
11. If bidder withdraws or repudiate the contract before the completion of the period of contract then whole of the EMD/Security deposit shall be forfeited.
12. If the company fails to repair/replace the system for Seven days, 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.
13. 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.
14. It will be at the discretion of the Department to make inquiries either itself or through any of the officials of this office to analyze the suitability, capability and compliance of terms and conditions of the AMC contract by the vendor.
15. This department may impose further liquidated damages as deem fit for any delay/defective work or material and non-performing of AMC contract as per terms and conditions etc.
16. The vendor/bidder will submit the name, qualification, experience and character & antecedents reports of their Engineers to be deputed during the contract period at the time of award of tender.
17. The vendor/bidder will have to submit the call report on each and every item/article under contract on quarterly basis to the Administrative Officer (Judl.)/
Branch In-charge, Computer Branch, Tis Hazari Courts, Delhi.
18. The department not bound to accept lowest bid and reserve the right of accept the whole or any part of bid and bidder shall be bound to perform the same at the quoted rates.
19. Canvassing in connection with tender is illegal & strictly prohibited and the bidders resort to canvassing will be rejected.

VIII. Payment

1. No advance payment will be made in any case. The payment of Maintenance Contract will be released quarterly (after deducting penalties, if any) on satisfactory completion of AMC contract and for the same, the contractor shall submit bill to the department and payment shall be made within 30 days from the receipt of bill subject to receipt of satisfactory work report/reports.
2. The payment will be made after proper deduction of admissible taxes, as per prevailing rule/rates.
3. Any payment made in excess will have to be refunded by the firm/vendor to the department immediately or as and when asked.
4. Payment for any inclusion/deletion of Computer System/Peripherals (other than the scheduled items) will be calculated on pro-rata basis.
5. The company will not have any legal right to proceed against Department in the event of late payment due to unforeseen reason/s.
6. 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.
7. The second party shall not assign or transfer this agreement or any part, thereof or any benefit to any other party without prior permission of the department.
8. The Department shall not pay any extra charges except AMC charges.
9. The risk and the cost would include additional costs incurred towards the articles, goods etc. and also the cartage/transport charges thereon.
10. 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.

IX. Dispute Settlement

1. In the event of any question, disputes or differences arising between the parties relating to the interpretation and application of the provision of the tender term, such disputes or differences shall be resolved amicably by mutual consents and on failure to do so, be referred for arbitration to the Delhi International Arbitration Centre, The decision of Arbitrator shall be final and binding upon the parties (department and successful bidder/vendor). The arbitration proceedings shall be governed by Arbitration and Conciliation Act, 1996. The venue of arbitration shall be at Delhi.
2. In case of any dispute Delhi District Courts alone will have the jurisdiction.
3. No attempt will be made to meet/contact Chairman or any Member of the Committee to influence their decision

(RAVINDER DUDEJA)

Judge-Family Court/ Chairman,
Centralized Computer Committee,
Tis Hazari Courts, Delhi

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

Annexure "A"

**Comprehensive ONSITE Maintenance Contract
for the period of two year (2018 to 2020)**

Acceptance of Terms & Conditions

All terms & Conditions of NIT are acceptable to me/us. I/We bound myself/ourself so abide by the same.

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.
seal of the firm & date

Witnesses:

1

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