

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

E-TENDER NOTICE

Tender ID No. 2015_DDC 94536

e-Tenders are 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.

| S.No | Details of articles for Comprehensive ONSITE Annual Maintenance Contract | Quantity |
|-------------|--|-----------------|
| | Computer Systems | |
| 1 | 200 Nos. of HCL Computer System (Series 4063) Note:- would be under AMC till the time new Supply is received against condemnation | 200 |
| 2 | 44 Nos. of HCL Computer System (Series 4063) Note:- would be under AMC till the time new Supply is received against condemnation | 42 |
| 3 | 75 Nos. of HP Computer System (Series INA 74) Note: Articles shall be removed on completion of condemnation process and on receipt of new supply | 66 |
| 4 | 75 Nos. of HP Computer Systems (Series INA 81) Note: Articles shall be removed on completion of condemnation process and on receipt of new supply | 64 |
| 5 | 150 nos. of HP Computer Systems (Series INA 75101) Note: Articles shall be removed on completion of condemnation process and on receipt of new supply | 125 |
| 6 | 466 nos. Computer Systems (Series 1105BG and 2105BG) | 466 |
| 7 | 50 Nos. of HP Computer Systems (Series INA 8136) | 50 |
| 8 | 100 Nos. of HCL Computer Systems (Series 6103A) | 100 |
| 9 | 591 Nos. of HP Computer Systems (Series INA 3206) | 591 |
| 10 | 208 Nos. of HP Sys. (Series INA 93508) | 207 |
| 11 | 299 Nos. of HCL Sys. (Series 5103A1426) | 299 |
| 12 | 54 Nos. of HP Sys. (Series SGH 227RB) | 54 |
| 13 | 75 Nos. of HP Sys. (Series INA 75101) | 73 |
| 14 | 117 Nos. of HP Systems (Series INA 208 PD & SGH 227RB) Note:- AMC to be given w.e.f. June 2017 | 117 |
| | | |

AMC for Computer Hardware and others peripherals installed at Delhi District Courts

| TFT's | | |
|------------------------|---|------------|
| 15 | 265 Nos. 38cm (15") Samsung TFT (Series M015HHBY) Note: Articles shall be removed on completion of condemnation process and on receipt of new supply | 227 |
| 16 | 100 Nos. 17" TFT (Series CNC8124063) Note: Articles shall be removed on completion of condemnation process and on receipt of new supply | 89 |
| 17 | 182 Nos. of TFT (Series 1105BG) | 182 |
| 18 | 317 Nos. of Addl. TFT (Series 5105BG) | 317 |
| 19 | 50 Nos. of TFTs (Series CNC8085) Note: Articles shall be removed on completion of condemnation process and on receipt of new supply | 49 |
| 20 | 126 Nos. of HCL TFTs. (Series 5105BG34) | 126 |
| 21 | 32 Nos. of HP TFTs. (Series CNC935 & CNC931) | 32 |
| PRINTERS | | |
| 22 | 11 Nos. of Samsung Printers (Series BKAYCO) Note: Articles shall be removed on completion of condemnation process and on receipt of new supply | 5 |
| 23 | 200 Nos. of HP-1022 printer (Series VNRJ) Note: Articles shall be removed on completion of condemnation process and on receipt of new supply | 195 |
| 24 | 50 nos. of HP 3390 Printer (Series CNMJP) Note: Articles shall be removed on completion of condemnation process and on receipt of new supply | 42 |
| 25 | 80 Nos. HP-1022 + 20 Nos. of HP 1505 Printer (Series VNRJ and CNCJ2) | 95 |
| 26 | 67 Nos. of HP 2015 Printer (Series CNC1) | 63 |
| 27 | 164 nos. of HP 2035 printer (Series CNCO) | 164 |
| 28 | 535 Nos. of HP-2035 printer (Series CNCO) | 535 |
| 29 | 173 Nos. of 2035 Printers (Series CNCO) | 173 |
| 30 | 1 Pro CP1525n Colour Printer | 1 |
| 31 | 78 Nos. of HP (2035) Printers Note:- AMC to be given w.e.f. June 2017 | 78 |
| UPS | | |
| 32 | 265 Nos. Of 500 VA UPS Note: Articles shall be removed on completion of condemnation process and on receipt of new supply | 44 |
| 33 | 50 Nos. of Keptron UPS (Series 07083) Note: Articles shall be removed on completion of condemnation process and on receipt of new supply | 18 |
| 34 | 200 NOS. 700 VA UPS KEPTRON (Series 0506) till condemnation | 200 |
| 35 | 466 Nos. of 700 VA Keptron UPSs (Series 3107) | 466 |
| 36 | 75 Nos. of Keptron UPS (Series 1207) Note: Articles shall be removed on completion of condemnation process and on receipt of new supply | 30 |
| 37 | 117 Nos. of UPS Paradyne (Series starting with 58) Note:- AMC to be given w.e.f. June 2017 | 117 |
| Centralized UPS | | |

| | | |
|----|---|---|
| 38 | 4 nos. of 10 KVA UPSs | 4 |
| 39 | 2 Nos. of 5 KVA Online UPSs | 2 |
| 40 | 1 No. of 5KVA UPS | 1 |
| 41 | 7 Nos. Of 10 KVA online UPS (Tritronics) | 7 |
| 42 | 3 Nos. of 5 KVA Centralized UPS (Numeric) Warranty till 3/11/2014 | 3 |
| | Servers | |
| 43 | 5 Nos. of Padedrial Servers | 5 |
| 44 | 7 Nos. Of Rack Mount Servers | 7 |
| 45 | 4 Nos. Of Servers Note: Articles shall be removed on completion of condemnation process and on receipt of new supply | 2 |
| | Servers Peripherals | |
| 46 | 4 nos. of Rack Mountable Keyboard, 4 nos. of Mouse and 4 nos. of 17" TFT LCD Monitor Rack Mountable foldable | 4 |
| | Projectors | |
| 47 | 4 NOS. OF Projector installed at Delhi District Courts | 4 |
| | CISCO Router | |
| 48 | 1 No. of Cisco Router at installed at Saket Court Complex, New Delhi | 1 |
| | Video Conferencing Systems of Child Vulnerable Witnesses Courts installed at Karkardooma Courts, Delhi | |
| 49 | 4 Nos. of 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) Note:- AMC to be given w.e.f. 25/11/2016 | 4 |
| 50 | 4 Nos. of 40" HD LCD Model (LG 42LD461C)(all installed in KKD in Room No. 77 & 78 in Child Vulnerable Witness Court Room) (Serial No. 111PLHT039185, 111PLZU039117, 111PLQN038924, 111PLLQ038928) Note:- AMC to be given w.e.f. 25/11/2016 | 4 |
| 51 | 4 Nos. CAM, MPTZ, EAGEL EYE III , (Serial no. 1544117220091019, 1754330920101214, 15641153520111008, 146412857A20110907). Note:- AMC to be given w.e.f. 25/11/2016 | 4 |
| 52 | 4 Nos. HDX MIC MICROPHONE ARRAY (Serial no. 821137037A0CC5, 821122031513C5, 821137037A14C5, 821137037A30C5) Note:- AMC to be given w.e.f. 25/11/2016 | 4 |
| 53 | 4 nos. DVI to VGA cable 5 mtr | 4 |
| 54 | 4 Nos. Audio Cable 5 M with 3.5 MM Audio Jack | 4 |
| | e-Courts Hardware and peripherals installed at Delhi District Courts | |
| 55 | IP CAMERA PTZ (SONY) WITH CEILING MOUNT ARRANGEMENT (INSTALLED IN E-COURT, KKD, DELHI) | 2 |
| 56 | IP CAMERA (SONY) FIXED WITH CEILING MOUNT ARRANGEMENT (INSTALLED IN E-COURT, KKD, DELHI) | 1 |
| 57 | AUTOMATIC AUDIO MIXER (NEXIA) (INSTALLED IN E-COURT, KKD, DELHI) | 1 |
| 58 | 16 X 16 CROSS POINT RBGHV MATRIX SWITCHER (EXTRON) (INSTALLED IN E-COURT, KKD, DELHI) | 1 |

AMC for Computer Hardware and others peripherals installed at Delhi District Courts

| | | |
|----|---|---|
| 59 | VIDEO QUAD UNIT (EXTRON) (INSTALLED IN E-COURT, KKD, DELHI) | 1 |
| 60 | EXTRON VIDEO SCAN CONVERTER INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 61 | EXTRON VGA/AUDIO MATRIX SWITCHER INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 62 | TOUCH PANEL PROCESSOR WITH WIRELESS EQUIPMENT (CRESTR) INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 63 | LIFE SIZE MULTI-PARTY VIDEO CONFERENCING SYSTEM WITH HD CAMERA INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 64 | LIFE SIZE NETWORKER INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 65 | TOUCH PANEL EQUIPMENT WITH CHARGER (CRESTR) INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 66 | SERVERS (HP),(5 IN E-COURT AND ONE INSTALLED IN HIGH COURT) | 6 |
| 67 | 40" LCD DISPLAY WITH WALL MOUNTING STAND (SAMSUNG) INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 68 | 46" LCD DISPLAY WITH WALL MOUNTING STAND (SAMSUNG) INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 69 | 26" LCD DISPLAY WITH WALL MOUNTING STAND (SAMSUNG) INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 70 | HP-LAPTOP INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 71 | HP-ADF/FLATBED SCANNER INSTALLED IN E-COURT, KKD DELHI | 2 |
| 72 | LUMENS- DESKTOP VISUALISER INSTALLED IN E-COURT, KKD, DELHI | 2 |
| 73 | HP-PC WITH 18.5" TFT INSTALLED IN E-COURT, KKD, DELHI | 7 |
| 74 | HP-PC WITHOUT MONITOR INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 75 | HP-NETWORK PRINTER INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 76 | NUMERIC - 15 KVA UPS INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 77 | PRESIDENT- 42U RACK INSTALLED IN E-COURT, KKD, DELHI | 2 |
| 78 | ALTUSCN- 8 PORT KVM SWITCH WITH 8 CONNECTORS INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 79 | CICSO 1841 ROUTER WITH 2 SMART SERIAL CARD & 3 SERIAL CABLES INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 80 | HP- 24 PORT NETWORK SWITCH INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 81 | CICSO 1841 ROUTER WITH 1 SMART SERIAL CARD & 2 SERIAL | 1 |
| 82 | OMINI DIRECTIONAL MIC INSTALLED IN E-COURT, KKD, DELHI | 3 |
| 83 | OMINI- GOOSNECK MICROPHONE INSTALLED IN E-COURT, KKD, DELHI | 2 |
| 84 | 19" TFT TOUCH SCREEN MONITOR WITH WRITING STYLUS (ALATM-191) INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 85 | 8 AV CHANNEL DVR CARD (INSTALLED IN APPLICATION SERVER) AT KKD COURTS, DELHI | 1 |
| 86 | HP-WIRELESS KEYBOARD MOUSE INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 87 | CREATIVE- SPEAKERS INSTALLED IN E-COURT, KKD, DELHI | 2 |
| 88 | EXTRON-VIDEO ENCODER INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 89 | iBALL PEN TABLET INSTALLED IN E-COURT, KKD, DELHI | 1 |

| | | |
|----|--|----|
| 90 | CANNON EOS 1000D SLR CAMERA INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 91 | NETGEAR- 8 PORT ETHERNET SWITCH INSTALLED IN E-COURT, KKD, DELHI | 1 |
| 92 | Keyboard (wireless) Logitech (12 Nos. of e court installed at Delhi District Courts) | 12 |
| 93 | Mouse Logitech make (Wireless) (12 Nos. of e court installed at Delhi District Courts) | 12 |
| 94 | HDMI to VGA Converter installed in e-Court Shahdra, KKD Courts, Delhi | 1 |

EMD

Rs. 1, 50,000/-

Date of online Submission of Tender - 18/12/2015 (11.00 AM)

Last date for submission of EMD (At Tis Hazari Courts) - 12/01/2016 (4.00 PM)

Opening of the Technical Bid - 12/01/2016 (4.00 PM)

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.

(MANOJ JAIN)
Additional Session Judge/
Chairman, Centralized Computer Committees,
Tis Hazari Courts, Delhi

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

TENDER EVALUATION

The evaluation of the tender involves two stages scrutiny:

- A. Technical Bid B. Financial Bid

A. Technical Bid

The tenderer should submit the following:

Physical bid & copy of documents submitted online

Earnest money of Rs. 1,50,000/- (Rupees One lakh 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.

| S.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 VAT return for the latest assessment year |
| 5 | Scanned copy of acceptance of Terms and Conditions of NIT in the given format as Annexure-I. |
| 6 | Scanned copy of valid Service Tax Registration |
| 7 | Scanned copy of past performances |
| 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 i.e. FY 2012-13, 2013-14 & 2014-15. |
| 14 | Scanned copy of current Sales Tax/VAT/Service Tax clearance certificate. |
| 15 | Scanned copy of the completion certificate from the undertake at least the client related to successfully execution of maintenance of IT hardware including desktops, printers and ups online/offline during the Last three years i.e. FY 2012-13, 2013-14 & 2014-15. <ul style="list-style-type: none"> • One assignment not less than the amount of Rs. 24,00,000/- or • Two assignment not less than the amount of Rs. 15,00,000/- or • Three assignments not less than the amount equal to Rs. 12,00,000/- each. |

| | |
|-----------|---|
| 16 | Average Annual Turnover during the last three financial years 2012-13, 2013-14, 2014-15) generated from AMC of Desktops, Printers and UPSs. More than Rs. 24,00,000/- or equal extracts from audited/Certified financial Statement and Balance Sheet for last two financial years duly certified by the Chartered Accountant or the authorized Signatory of the bidder company. |
| 17 | Scanned copy of list of Hardware and Network service Engineers on 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 tenderer/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.**

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.**

(MANOJ JAIN)
Additional Session Judge/
Chairman, Centralized Computer
Committees,
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 tenderer shall disqualify the tender. All the documents shall be serially numbered and signed by the tenderer.

The interested bidders for participating in e-Tender should have registration on e-procurement portal of Delhi Government and 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 w.e.f the date of award of the contract. 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. The contract shall initially be for a period of Two years from the date of signing 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*, if the Department is satisfied with the functioning of the service provider.

- a. The Physical (EMD) along with Copies of uploaded documents on e-procurement site be put only in tender box kept in the custody of the Administrative Officer (Judl.), Computer Branch, Room No. 232, Second floor, Tis Hazari Courts, Delhi (Ph. 011-23926867) up to 4.00 p.m. on or before **12/01/2016**.
- b. The envelope containing EMD must be superscripted the name/subject of Tender.
- c. Rate should be quoted online in e-tender inclusive of applicable taxes/VAT etc.

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

Technical Terms & Conditions

The firm must be ISO 9001: 2000 or 9001 -2008 certified for AMC of Computers and its peripherals.

1. The firm must be a limited or a private limited company under company Act. 1996.
2. Earnest money of Rs. 1,50,000/-(Rupees One lakh Fifty Thousand Only) in form of Bank Draft drawn in favour of **The District & Sessions Judge (HQs), 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.

3. Copies of similar Annual Maintenance Contracts received from Government and reputed private organization be enclosed.
4. The firm must be having Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -
 - a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost or
 - b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost. or
 - c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.
 - d. Copy of the balance sheet duly certified by CA for the aforesaid financial year be also enclosed with tender documents.
 - e. The tenderer should enclose copy of latest Income Tax return.
1. The firm should submit valid Income Tax clearance certificate>Returns for the three years mention above i.e. FY 2012-13, 2013-14 & 2014-15.
2. 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.
 - a. *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 tenderer would keep the rate valid for this period.*
 - b. *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.*
3. The firm should be registered with Delhi Sales Tax Department for Works Contract Tax.
4. The firm should submit the Copies of PAN and VAT Numbers.
5. The tenderer should enclose the details of their infrastructure & back-up facilities available with them.
6. 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.
7. The address of the workshop with telephone number/s and fax number/s in Delhi/New Delhi has to be given.

8. The bidder must be currently maintaining more than four 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 four hundred computers are being maintained at a single location should be attached.
9. The tenderer/vendor must have satisfactorily executed in last 3 years minimum 3 AMC of more than four hundred computers at each location. The requisite supporting documents must be attached.
10. The tenderer may furnish the details of distributorship, if any, for computers and peripherals.
11. A general undertaking that all terms & conditions of this bid document are acceptable in the format placed as **Annexure-“A”** to this document. This needs to be signed by an authorized person of the applying firm.
12. Department may add further technical terms and conditions as per requirements and needs

Note:-

- a. *The firms fulfilling above technical/financial terms & conditions should participate in the tendering process. The financial bid of only those firms will be considered who fulfill the above mentioned Terms & Conditions.*
- b. *Each and every paper/document pertaining to the tender should be duly numbered and stamped by the tenderers/vendors with seal of the firm. The vendor/tenderer have to submit that the firm have never black listed by any of Govt. Department.*
- c. *The tender must be unconditional. If the tenderer imposes any condition then the department will be at liberty to reject tender without assigning any reason thereof.*
- d. *When any working day is declared a holiday, then tenders will opened on the next working day.*
- e. *The quoted rates be quoted in words as well as in figures without any overwriting or erasing which will render particular item invalid.*
- f. *Every tender will be considered as complete only if the tenderer accepts all the terms & conditions of the tender.*

Financial terms and conditions

1. The Financial bid should contain the rate against each item separately. The rates quoted will be inclusive of all taxes and charges whatsoever including VAT/sales tax, duties, levies, service tax, transportation etc.
2. Department reserves the right to grant this tender as a whole or in part. Decision of Department shall be final in this regard.
3. 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.

4. The firm whose quotation is finally accepted shall have to deposit security money which will be 10% of the total cost of annual contract in form of demand draft/term deposit or a bank guarantee for the said amount and to be drawn in favor of The District & Sessions Judge, (HQs), Delhi. No interest shall accrue on this amount.
5. *The EMD shall be refunded to the unsuccessful tenderers/vendors on written request as soon as possible and 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.*
6. The firm/tenderer fails to fulfill any of the above terms and conditions will be automatically disqualified for the purpose of this tender.
7. The tenders received after the due dates and time shall not be considered/entertained by this department.
8. The firm/tenderer may quote their unconditional **rates per item/unit** strictly as per list enclosed and the duration for which the price/rate shall remain valid.

General terms & conditions

General Information

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. Repair/replacement of faulty wires of all the hardware mentioned above.
- 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.

1. **Ensure smooth functioning of LAN connection as all the computers are connected with LAN.**

The services are to be provided by the tenderer/bidder to the office of the District & Sessions Judge, Tis Hazari Courts at Patiala House Courts, Karkardooma Courts, Rohini Court, Saket Courts & Dwarka Court, Delhi wherever necessary/required or as directed by this office in any official exigency. No separate cartage/transport charges will be paid.

In case the equipment cannot be repaired at District Courts then tenderer/vendor 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.

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 after submission of acceptance to the contract. The AMC would be given on as-is where-is basis.

2. Service Assurance:

1. A logbook shall be maintained with the Computer Branch in Room No. 232 in which the resident engineer shall record all the complaints made.
2. The engineer shall attend all the complaints immediately on receipt and same will be followed/verified manually or through computerized management system.
 - a. 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 vendor shall provide a standby system. In case, the system is not repaired or standby system is not provided within stipulated time then this department at liberty to impose penalty of Rs. 200/- per faulty system/peripherals per day (after 24 hrs) and to get the same repair or replace from any other agency and the cost & expenditure incurred thereon shall be recovered from the vendor.
 - b. 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 as directed in official exigency atleast 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.
3. Minor faults should be addressed within 30 min. of receiving the complaint.
4. Major faults be rectified within 24 hrs by providing standby and replacement of the available spares as per explicit and clear orders of IT division.
5. 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 / 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.
6. 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 similar make/configuration/specification/company or higher make company.
7. Any damage or loss caused to the Computer/s, Laptop/s, Printer/s, UPS/s, Server/s, Scanner/s etc. or their parts due to negligence, mis-handling by the vendor company shall be borne by the vendor company either by payment in cash of the prevailing market price of that items or by a new one of the same make and specifications.
8. 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.

9. The firm shall be responsible for taking back up of 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.
10. The firm shall install/replace any item/s in IT equipment if and when the department procures some additional items as software, batteries etc.
11. 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 Superintendent, Computer Branch or as directed for verification after the job. The schedule will be fixed immediately after the contract is finalized by IT division.
 - a. *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.*
 - b. *A register showing rectification of complaints shall be maintained and produced to Superintendent Computers for clarification on weekly basis.*

The Contractor shall take all the preventive measures, which are necessary for the upkeep of the computer systems/peripherals and other items under AMC 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. 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 or as directed in official exigency.
- g. 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.
- h. 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.

- i. 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.

Earnest Money Deposit (EMD)

- a) Bidder shall submit the 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 45 days from the due date of the tender.
- b) EMD of all unsuccessful bidders would be refunded by the office within 1 month or on 30th days of the bidder being notified as being unsuccessful. The EMD for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee.
- c) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d) The bid/proposal submitted without EMD. Mentioned above, will be summarily rejected
- e) 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 tender.
 - If the successful Bidder fails to furnish the required Bank Guarantee. No exception from filling of EMD shall be allowed.
- f) The EMD should be sealed in an envelope. The envelop should clearly show
 - Name of the Company submitted the EMD.
 - Tender ID number.

Performance Guarantee

The Department will require the selected bidder to provide an *irrevocably, unconditionally* Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 10% of the value of contract. 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. The selected 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 may cancel the order placed on the selected bidder without giving any notice. The department shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or The department incurs any loss due to Vendors negligence in carrying out the project implementation as per the agreed terms & conditions.

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

AMC for Computer Hardware and others peripherals installed at Delhi District Courts

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.

- 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 be not changed/replaced frequently. However, if found incompetent by Department, the Resident service engineer shall be changed/replaced by the Firm/vendor 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. There full particulars should also be furnished to Department for the purpose of entry passes and to keep the record of Engineers.
- 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 with advance intimation to the department.
- 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 on the next working day.

The tender is not transferable.

- a. This tender is not transferable. Further clarification/s if any, may be obtained from the Administrative Officer (Judl.), Computer Branch, Tis Hazari Courts, Delhi, (Ph.- 011-23926867)
- b. The systems that are not serviceable by the vendor 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 vendor and equivalent maintenance charges shall be deducted accordingly.
- c. 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 then 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.

- d. The above act of backing out would automatically de-bar the firm/vendor from any further dealing with department.
- e. 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 and the successful tenderer shall perform the AMC 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.

Termination of Contract

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

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.

- a. 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.
- b. 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.
- c. 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.
- d. Department reserve the right to increase or decrease quantities of contracted items any time. Accordingly charges would be increase/decrease 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.
- e. 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.

Other Conditions:

- i. The Department takes no responsibility for delay, loss or non-receipt of a quotation after dispatch.*
- ii. The department may impose any other/additional conditions as it deems fit and proper at the time of awarding of the contract.*
- iii. 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.*

- iv. *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.*
- v. *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*
- vi. *If the company fails to repair/replace the system for two weeks, 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.*
- vii. *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.*
- viii. *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.*
- ix. *This department may impose further liquidated damages as think fit for any delay/defective work or material and non-performing of AMC contract as per terms and conditions etc.*
- x. *The vendor/tenderer will submit the name, qualification, experience and character & antecedents reports of their Engineers to be deputed with this department during the contract period at the time of award of tender.*
- xi. *The vendor/tenderer will have to submit the call report on each and every item/article under contract on quarterly basis to the Superintendent (Computer Branch), Tis Hazari Courts, Delhi.*
- xii. *The department does not bind himself to accept the lowest or any tender and reserve the right of accept the whole or any part of tender and bidder shall be bound to perform the same at the rate quoted.*
- xiii. *Canvassing in connection with tenders is illegal & strictly prohibited and the tenders submitted by the bidders, who resort to canvassing, will be rejected.*

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 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.
- 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 immediately or as and when asked for.
- 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.

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.

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 Sole Arbitrator shall be appointed by the District & Session Judge, Delhi under The Arbitration & Conciliation Act, 1996.

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

(MANOJ JAIN)
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.
seal of the firm & date

Witnesses:

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