

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

**E-TENDER NOTICE**

**TENDER ID NO : 2015\_DDC\_84963**

**Maintenance Contract of Power Inverters of 1.0 KVA and two batteries each of 160 AH capacity attached thereto installed at the residential offices of Judicial Officer of Delhi Judiciary in Delhi and NCR.**

For and on behalf of the District & Sessions Judge (HQs), Tenders in two bids (Technical Bid and Financial Bid), in prescribed tender forms are invited for Maintenance Contract for inverters and the batteries attached thereto installed at the residential offices of Judicial Officers in Delhi and NCR under both the category (as per NIT)

2. Details of the tender are given below:

2.1	TENDER NUMBER	2015_DDC_84963
2.2	DESCRIPTION OF WORK	<p><b><u>1<sup>st</sup> Category</u></b> Comprehensive Maintenance Contract of 431 (<math>\pm</math> 10/15) Power Inverters of 1.0 KVA and two batteries each of 160 AH capacity attached thereto installed at the residential offices of Judicial Officer of Delhi Judiciary in Delhi and NCR, <b>including replacement of batteries</b> where ever necessary and its re-installation in case of shifting of residence.</p> <p><b><u>2<sup>nd</sup> Category</u></b> Maintenance Contract of 37 (<math>\pm</math>10 /15) Power Inverters of 1.0 KVA and two batteries each of 160 AH capacity attached thereto installed at the residential offices of Judicial Officer of Delhi Judiciary in Delhi and NCR, <b>(without replacement of batteries)</b> and its re-installation in case of shifting of residence</p>
2.3	TYPE OF TENDER	Open Tender - Two Bid System (Technical and Financial)
2.4	EXPERIENCE OF THE BIDDER	<p>It must have an experience of minimum five years in similar kind of services (i.e inverter) being provided to any of the Department of State Government / Ministry of Government of India / PSU as on 31.03.2015.</p> <p>It should be registered with the Value Added Tax Department, Government of NCT of Delhi and Service Tax Department and also should have a Permanent Account Number (PAN) of Income Tax Department.</p> <p>It should have minimum turn over of Rs. 30 lacs in the last three financial years i.e. Financial Years 2011-12, 2012-13 &amp; 2013-14.</p> <p>It should have the technically qualified experienced man power and the operational capability to carry out the comprehensive maintenance / repairing of Power Inverters, subject matter of this Tender Document.</p>
2.5	LAST DATE AND TIME OF SUBMISSION OF BID	24 <sup>TH</sup> JULY, 2015 AT 16.00 HOURS
2.6	DATE, TIME AND VENUE OF OPENING OF TECHNICAL BID	24 <sup>TH</sup> , JULY, 2015 AT OR AFTER 16.15 HOURS Room no.209, Second Floor, Tis Hazari Courts, Delhi
2.7	DATE, TIME & VENUE OF OPENING OF FINANCIAL BID	24 <sup>TH</sup> , JULY, 2015 AT OR AFTER 16.30 HOURS Room no.209, Second Floor, Tis Hazari Courts, Delhi
2.8	BID VALIDITY	90 days from the date of technical bid opening.

2.9	EMD and its validity	Earnest Money (EMD) of Rs. 3 Lacs (Rupees Three Lacs Only) in the form of Bank Guarantee/ FDR from a Nationalized Bank in the name of District & Sessions Judge (HQs), Delhi, which should remain valid for a period of 45 days beyond the final validity period of bid (i.e.135 days = 90 days + 45 days) and to be dropped/submitted in the Tender Box placed in Room No. 209, 2 <sup>nd</sup> Floor, Tis Hazari Courts, Delhi.
2.10	SECURITY DEPOSIT (SD) / PERFORMANCE SECURITY (PB)	The successful bidder shall be required to furnish a Performance Security in terms of rules as laid down in the General Financial Rule 2005 in the form of Account Payee Demand Draft/Pay Order/Bank Guarantee/FDR within 10 days of receipt of "Letter of Offer" in favour of "District & Sessions Judge (HQs), Delhi".
2.11	VALIDITY OF SECURITY DEPOSIT / PERFORMANCE SECURITY	The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.
2.12	DURATION OF CONTRACT	1 <sup>ST</sup> OF AUGUST, 2015 TO 31 <sup>ST</sup> JULY, 2016.
2.13	SUBMISSIONS OF BIDS	The tender should be submitted on-line in the prescribed tender form at <a href="https://govtprocurement.delhi.gov.in">https://govtprocurement.delhi.gov.in</a> ., a portal of Govt. of NCT of Delhi for e- procurements, after going through the terms and conditions, which may be downloaded from said portal or website of Delhi District Courts <a href="http://www.delhidistrictcourts.nic.in">www.delhidistrictcourts.nic.in</a> .  The physical EMD be put only in tender box placed in Room No. 209, Second Floor, Tis Hazari Courts, Delhi on or before 24 <sup>TH</sup> JULY, 2015, by 4.00 PM positively.

3. Scope of the proposed work and other requirement connected to the contract, including the formats of the bids, terms and conditions of the contract, etc. are enclosed to this Tender Invitation, as per the following details:

3.1	DEFINITIONS OF TERMS USED	ANNEXURE-I
3.2	TERMS & CONDITIONS	ANNEXURE-II
3.3	DETAILS OF WORKS	ANNEXURE-III
3.4	PROFORMA OF TECHNICAL BID	ANNEXURE -IV
3.4 (a)	DOCUMENTS TO BE SUBMITTED ONLINE WITH RESPECT TO TECHNICAL BID	ANNEXURE-IVA
3.5	PROFORMA OF FINANCIAL BID	ANNEXURE-V

4. Bidders desirous of acquiring any other information relating to the nature and extent of work may approach the Caretaking Branch Room No. 305, 3<sup>rd</sup> Floor, Tis Hazari Courts, Delhi any working day between 2.15 PM to 3.15 PM till 24<sup>TH</sup> JULY, 2015 .

5. Bidder(s) are welcome to remain present on the date and time of the opening of tender.

**(RAJNISH BHATNAGAR)**  
**CHAIRMAN, PURCHASE COMMITTEE**  
**ADDL. DISTRICT & SESSIONS JUDGE, DELHI**

## ANNEXURE –I

**Maintenance Contract of Power Inverters of 1.0 KVA and two batteries  
each of 160 AH capacity attached thereto installed at the  
residential offices of Judicial Officer of  
Delhi Judiciary in Delhi and NCR.**

**DEFINITIONS :**

1. **“Firm”** means and includes a Firm registered under Partnership Act 1932, a Company registered under the Companies Act 1956 and an individual running his/her business under any name or style also referred to as Proprietorship Firm .
2. **“Vendor”**- means a Firm whose bid has been accepted and contract awarded in its favour in terms this tender.
3. **“Bidder “**– means a tenderer submitting tender in response to this tender.
4. **“Department”** – Office of the Ld. District & Sessions Judge (Head Quarter), Delhi.
5. **“Caretaking Branch”**- means Caretaking Branch of the Office of Ld. District & Sessions Judge (Head Quarter), Tis Hazari Courts, Delhi.
6. **“Purchase Committee”**- Purchase Committee means a committee appointed by the Ld. District & Sessions Judge (Head Quarter) for Procurement of Good and Services.
7. **“Tender document”** – means the entire set of documents including annexures uploaded on the website of Delhi District Courts and on the e- procurement portal of Govt. of NCT inviting present tender.
8. The terms though in the tender document but not defined here shall have the same meaning as given in General Financial Rules 2005.

### **TERMS & CONDITIONS**

1. The bidders participating in e-tender should have registration on e-procurement portal of Delhi Govt. and also a digital certificate / signatures in its own name.  
  
[For registration on e-procurement site, vendors may contact e-procurement help desk at 6 th Floor, C- Wing, Vikas Bhavan-II, (Near Metcalfe House), Civil Lines, Delhi-110054. Phone 011-23813523 (Monday - Friday, 09:30 AM to 06:00 PM)]
2. The Physical EMD be put only in tender box placed in Room No. 209, Second Floor, Tis Hazari Courts, Delhi on or before 24.07.2015 at 4.00 P.M.
3. In case the EMD of bidder is lying in this Department for any previous successful or unsuccessful tender. The said EMD shall not be considered while evaluating this tender. Only the bids with fresh EMD shall be considered. The date of EMD should be post publication date. The EMD having pre publication date shall not be considered.
4. The financial bid of only those bidders shall be considered who are found eligible and qualify in their technical bid.
5. BIDDERS SHALL QUOTE COMPREHENSIVE MAINTENANCE RATES PER INVERTER INCLUDING OF REPLACEMENT OF BATTERY AND MAINTENANCE RATES (WITHOUT REPLACEMENT OF BATTERY) ON MONTHLY BASIS INCLUSIVE OF ALL APPLICABLE TAXES.
6. The Comprehensive annual maintenance contract shall cover supplying and replacement of batteries and all defective components on site during the contract period so as to ensure inverters and batteries remains all time in working/functional and usable condition, whereas the maintenance contract shall cover all corrective and preventive maintenance of inverters without replacing batteries.
7. The wires used in the repairs and the parts replaced by the bidder shall be of good quality and ISI marked. The battery replaced, in case of necessity shall be of the same capacity/specifications as that of the battery being replaced.
8. The parts or the batteries so replaced shall become the property of the Department. All receipts /Guarantee related papers of such parts or batteries replaced shall be submitted with the Caretaking Branch, Tis Hazari Courts within one week of such part or the battery replaced. Battery being replaced shall, however, become the property of the vendor.
9. The vendor shall mention the date of installation on the batteries permanently at the time of its installation, so that, guarantee/ warrantee period may be assessed. If any defects arise in the battery within that period, the same will have to be replaced with new battery immediately. In such a case, repairing shall not be allowed.
10. At the time of termination of the contract, the contractor/vendor shall submit a certificate to the Department (i.e. Caretaking Branch, Tis Hazari Courts) that all the power inverters (as mentioned in the contract) are working satisfactorily, irrespective of the fact that the contract is renewed/extended in his favour or not.
11. List of the officers for these two separate categories of AMC shall be provided to AMC holder at the time of grant of work contract.
12. Vendor shall have the technically qualified and experienced man power and the operational capability to carry out the work to award under this under.
13. It shall be the duty of the vendor to collect the names of Judicial Officers either from Care taking Branch or Judicial Branch, at Tis Hazari Court who have attained the age of superannuation or opted to not to use Power Inverter supplied by the Department and will not charge/claim payments for maintenance in respect thereof. This Department will not be liable to make any payment of such maintenance having been carried may be inadvertently.

14. All the power inverters along with batteries shall be checked at least once in a month and carry out the necessary repair, if required including replenishing of electrolyte to ensure that they remain in general good working condition.
15. It shall be the responsibility of the vendor to get the Power Inverters/ batteries replaced or repaired from the manufacturer if it happens to be under warranty/guarantee period as per the terms and conditions of such warranty/guarantee.
16. In case the inverter cannot be repaired at the residential office of the Judicial Officers, the vendor would be required to install standby inverter and re-install the same inverter after repairs which had been taking away for repair.
17. The cost of regular visits to the residential offices of Judicial Officers including transportation if required for the batteries and inverters for the purpose of replacement/ repairs shall be borne by the Vendor.
18. It shall be the responsibility of the vendor to properly get the antecedents checked, of the technicians/workers deployed for work. Vendor shall be liable for their acts and shall keep this Department indemnified for their acts.
19. The Technician/ workers visiting the residence of Judicial Officers shall always carry with them proper I-card duly signed/stamped by the Vendor as well as counter sign by this department.
20. Vendor shall provide to Department the names and addresses of all the technicians and workers employed by him for the work, in such form as may be prescribed. Vendor shall also keep the Department informed of names technicians/workers who may have left the services of Vendor and also of the new technicians/ workers who may join him it.
21. The vendor shall provide at least two dedicated telephone numbers for lodging the complaints over phone which shall remain open from 8:00 A.M. to 8:00 P.M.
22. The service to be provided by the vendor shall be for all the days of the contract period even if it happens to be a public holiday
23. Complaints lodged in the forenoon shall be attended to either in the forenoon itself or latest by afternoon of the same day. Similarly, complaints lodged in the afternoon shall be attended to in the afternoon itself and latest by the following morning.
24. Vendor shall maintain the record of the monthly visits and signature of the complainant be obtained for each visit separately.
25. No extra payment would be made to the vendor except the rates approved by this department at the time of accepting the tender.
26. After a formal contract has been entered into with the Vendor, EMD/bid security submitted by it at the time of submitting the bid would be returned to it, at the same time Vendor would be required to submit the performance security in terms of rules as laid down in the General Financial Rules 2005 in the form of Account Payee Demand Draft/Pay Order/Bank Guarantee/FDR. The said performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the vendor including warranty obligations.
27. No payment shall be made in advance to the vendor. The payment shall be made on monthly basis to the vendor subject to having received satisfactory reports from the actual users and examination of records of the visits by the Care taking Branch of the Department and also on completion of all necessary formalities as required to be completed as the office procedure. In case of any undue delay in payment Vendor will be at liberty to bring it to the notice of the In- Charge Care Taking Branch of this Department.
28. In case of deficient service/default in monthly visits at the residence of Judicial Officers the department (Caretaking Branch) has a right to deduct the proportionate amount for such default (as deemed fit) from the actual amount of bill of such respective period.

29. The firm should never have been blacklisted by any Govt. Department/ Semi Govt. If it is so discovered at any stage, Department may terminate the contract pre-mature at any stage without assigning any reason and may also forfeit any claim or part thereof in its discretion.
30. Vendor shall not be related to any person, directly or indirectly or in any manner whatsoever, to the employee of this department. In case it so discovered at any stage, Department may terminate the contract pre-mature at any stage without assigning any reason and may also forfeit any claim or part thereof in its discretion.
31. In case of job work or material used is found below the standard and not according to the specifications, the Department reserves the right to forfeit the whole claim or part thereof. The decision of Department will be final in this regard.
32. During the contract period if it is found that the services being provided are not satisfactory or not up to the mark or the parts/ batteries being replaced are substandard or not as per the specifications Department will be at liberty to take such action as it may deem appropriate including premature termination of contract.
33. The Department reserves the right to terminate the contract at any time before the expiry of the period covered under the contract without assigning any reason thereof and without incurring any liability.
34. If tender opening day is declared a holiday then tenders will be opened on next working day.
35. The Purchase Committee reserves the right to accept or reject any tender without assigning any reason whatsoever and no representation of any kind will be entertained challenging the same.
36. In case of any dispute arising out of the tendering process or the contract entered with the Vendor, the decision of the Department shall be final and binding on it.
37. The department reserves the right to give further instructions/guidelines with regard to the services being provided by the vendor at any time and it shall be responsibility of the vendor to carry out the same.
38. The Department may, however, waive any minor infirmity or non conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
39. The aforesaid conditions shall be accepted unconditionally and acceptance conveyed as per annexure-A. Non-compliance of the same would render the tender to be rejected outrightly. No request of the bidder for amending or waiving or replacing any of the above terms & conditions shall be entertained.

**ANNEXURE-A**

**Maintenance Contract of Power Inverters of 1.0 KVA and two batteries  
each of 160 AH capacity attached thereto installed at the  
residential offices of Judicial Officer of  
Delhi Judiciary in Delhi and NCR.**

**Acceptance of Terms & Conditions**

1. All Terms & Conditions of NIT are acceptable to me/us. I/We bound myself/our self to 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:-

1.

2.

**Maintenance Contract of Power Inverters of 1.0 KVA and two batteries each of 160 AH capacity attached thereto installed at the residential offices of Judicial Officer of Delhi Judiciary in Delhi and NCR.**

**DETAILS OF INVERTERS & BATTERIES**

1. Total numbers of Inverter Sets : 468 ± 10-15 NOS.
2. Battery per Inverter : 2 Batteries with each Inverters of 160 AH capacity
3. Locations where inverters are installed : Residential Offices at the residence of Judicial Officers in Delhi & NCR



**Technical Bid**

**Maintenance Contract of Power Inverters of 1.0 KVA and two batteries each of 160 AH capacity attached thereto installed at the residential offices of Judicial Officer of Delhi Judiciary in Delhi and NCR.**

**DETAILS OF TENDERER/BIDDER**

<b>SN</b>			
<b>1.</b>	Name(s) & Address(s) of partnership firm/proprietorship firm/ Company		
<b>2</b>	Name(s) & Address(s) of the Partner(s)/Proprietor(s)/Director(s)		
<b>3</b>	Number of Employees under Bidder*		
<b>4.</b>	Telephone Nos. & Email ID		
<b>5.</b>	The details of registration(s) viz :-		
<b>(a)</b>	<b>Sales Tax / TIN No</b>		
<b>(b)</b>	<b>Service Tax no.</b>		
<b>(c)</b>	<b>PAN Number</b>		
<b>(d)</b>	<b>Digital Certificate registration/Token/ signature No. of the Bidder</b>		
<b>6.</b>	Annual Turnover of the firm	<b>2011-12 (in Rs.)</b>	
		<b>2012-13 (in Rs.)</b>	
		<b>2013-14 (in Rs.)</b>	
<b>7.</b>	EMD details (Amount, name of the Bank Branch, no. and Date.		

\* This will not taken into account at the time of evaluating the tender.

**(signature of Authorized Person)**

Name :-

Designation :-

Business Address :-

Seal

**Technical Bid**

The Physical EMD be put only in tender box placed in Room No. 209, Second Floor, Tis Hazari Courts, Delhi on or before 24.07.2015 at 4.00 P.M.

**DOCUMENTS TO BE SUBMITTED ONLINE**

While submitting the tender online on the Website portal of Delhi Government i.e. <https://govtprocurement.delhi.gov.in>, bidder shall upload the following documents :-

- i. Scanned copy of EMD as demanded in the NIT.
- ii. Scanned copy of certificate regarding non-depositing of EMD and registration status etc. if exemption is claimed.
- iii. Scanned copy of certificate showing the nomenclature of the firm on its letterhead (i.e. whether it is company, partnership firm or proprietorship firm)
- iv. Scanned Copy of PAN number.
- v. Scanned copy of CST/VAT/TIN registration certificate.
- vi. Scanned copy of Service Tax registration number.
- vii. Scanned copy of filing of VAT Return for the last three Financial Years i.e. 2012-13, 2013-14 and 2014-15.
- viii. Scanned copy of Income Tax Return for the last three Financial Years 2011-12, 2012-13 and 2013-14 (i.e. assessment year 2012-13, 2013-14 & 2014-15).
- ix. Scanned copy of audited A/c Statements i.e. Balance Sheet and Profit and Loss Account for the last three financial years i.e. 2011-12, 2012-13 and 2013- 14.
- x. Scanned copy of Non-blacklisting Certificate.
- xi. Scanned copy of the acceptance of Terms and Conditions of NIT in the given format as Annexure-A.
- xii. Scanned copy of the details of the tenderer as per annexure-IV.
- xiii. Scanned copy of contract/supply Orders having similar work (i.e AMC of Inverter work) in Govt./Semi Govt. organization/PSUs etc. during last three years ending March 2015:
  - (a) Copy of Single Contract / supply order of value of at least 80% value of estimated contract value from any of the last three financial year ending March 2015 OR
  - (b) Copy of two contract/ supply order of value of atleast 50% each value of estimated contract value from any of the last three financial year ending March 2015. OR
  - (c) Copy of three contract/supply order of value of atleast 40% each value of estimated contract value from any of the last three financial year ending March 2015
- xiv. Scanned copy of documentary proof showing an experience of minimum five years in similar kind of services (i.e inverter) being provided to any of the Department of State Government / Ministry of Government of India / PSU as on 31.03.2015.

- Note \*
- \* All the scanned documents submitted in the bid must be clearly legible and self attested, failing which the bid(s) is likely to be rejected.
  - \* Only those firms who fulfill the aforesaid conditions shall be eligible for consideration in the next stage.
  - \* The tender/bid of only those firms will be opened which qualify in Technical NSD (Non Sensitive Documents) from “my space column” provided to the bidder.

The bidder is expected to examine all instructions, Forms, Terms & Conditions in the Tender document. Applications/tenders not found in order are liable to be rejected. IT MAY BE NOTED THAT NO REPRESENTATION WILL BE ENTERTAINED IN THIS REGARD.

The bidder shall not make or cause to be made any alternation, erasure or obliteration to the text of the Tender document.

**FINANCIAL BID**

**Maintenance Contract of Power Inverters of 1.0 KVA and two batteries each of 160 AH capacity attached thereto installed at the residential offices of Judicial Officer of Delhi Judiciary in Delhi and NCR.**

**RATES must be submitted online on the website portal of Delhi Government i.e. <https://govtprocurement.delhi.gov.in> in BOQ as per format given below :-**

<b>Tender inviting authority :- MR. RAJNISH BHATNAGAR, CHAIRMAN, PURCHASE COMMITTEE</b>				
<b>Name of Work :- Maintenance Contract of Power Inverters of 1.0 KVA and two batteries each of 160 AH capacity attached thereto installed at the residential offices of Judicial Officer of Delhi Judiciary in Delhi and NCR.</b>				
<b>Contract No: 12 /15/THC</b>		<b>2015_DDC_84963</b>		
<b>Bidder Name :</b>				
<b>SCHEDULE OF WORKS</b>				
<b>SN</b>	<b>Description of work</b>	<b>No. or qty</b>	<b>Unit</b>	<b>Rates in figure to be entered</b>
<b>1</b>	Comprehensive Maintenance Contract of 431 ( $\pm$ 10/15) Power Inverters of 1.0 KVA and two 160 AH batteries attached thereto installed at the residential offices of Judicial Officer of Delhi Judiciary in Delhi and NCR, including replacement of batteries where ever necessary and its re-installation in case of shifting of residence.	<b>431</b>	<b>No.</b>	
<b>2</b>	Maintenance Contract of 37 (+10/15) Power Inverters of 1.0 KVA and two batteries each of 160 AH capacity attached thereto installed at the residential offices of Judicial Officer of Delhi Judiciary in Delhi and NCR, <b>(without replacement of batteries)</b> and its re-installation in case of shifting of residence	<b>37</b>	<b>No.</b>	