

**HIGH COURT OF JHARKHAND
RANCHI**

Dated: 18/01/2016

Tender Notice No. HIGH COURT/LAN/01/2016

The High Court of Jharkhand invites online bids (Technical & Financial) from eligible bidders which are valid for a minimum period of 180 days from the date of opening for **“The Supply, Testing, Installation and Maintenance of LAN at District & Subordinate Courts, under e-Courts Project”**.

Scope of Work	“The Supply, Testing, Installation and Maintenance of LAN at District & Subordinate Courts, under e-Courts Project” .
Earnest Money Deposit to be submitted	Rs.5,00,000/- (Rupees Five Lacs only)

Prospective bidders desirous of participating in this tender may submit their written queries to the undersigned at least two days before the date of Pre-bid Meeting, through email on cpc-jhr@aij.gov.in having subject line “Pre-bid queries”. Based on queries received, if required, High Court may amend the Tender/issue Corrigendum.

Interested parties may view and download the Tender document containing the detailed terms & conditions, from the Websites viz. <http://jharkhandtenders.gov.in> and <http://jharkhandhighcourt.nic.in>.

**Sd/-
Central Project Coordinator I/C,
High Court of Jharkhand, Ranchi.**

**HIGH COURT OF JHARKHAND
RANCHI.**

Tender Notice No. HIGH COURT/LAN/01/2016

**TENDER DOCUMENT FOR THE SUPPLY, TESTING,
INSTALLATION AND MAINTENENCE OF LAN,
UNDER e-Courts PROJECT**

Document Control Sheet

Tender Reference No.	HIGH COURT/LAN/01/2016
Name of Organization	High Court of Jharkhand, Ranchi
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods/works)	Goods/Services
Type/Form of Contract (Work/ Supply/ Auction/Service/Buy/Empanelment/ Cell)	Work/Supply/Installation/Service/Em panelment
Product Category	Information Technology
Re-bid submission allowed (Yes/No)	Yes
Is Offline Submission Allowed (Yes/No)	No
General Technical Evaluation Allowed (Yes/No)	No
Withdrawal Allowed (Yes/No)	Yes
Is Multi Currency Allowed	No (Only INR)
Payment Mode (Online/Offline)	Offline
Date of Issue/Publishing	18/01/2016 (2:00 pm)
Document Download Start Date	18/01/2016 (2:00 pm)
Document Download End Date	10/02/2016 (02:00 pm)
Pre-bid Meeting	27/01/2016 (11.30 am)
Bid Submission Start Date	30/01/2016 (02.00 pm)
Last Date and Time for Uploading of Bids	10/02/2016 (2:00 pm)
Date and Time of Opening of Technical Bids	15/02/2016 (04:00 pm)
Contract Type (Empanelment/ Tender)	Empanelment
Empanelment Size	1 (One)
Tender Fee	1000
Number of Covers/Packets (Technical and Financial)	2
Bid Validity days (180/120/90/60/30)	180 days
Location (Work/Services/Items/As per Tender document)	As per Tender document

Validity of Empanelment from the date Empanelment	2 Years
Extension with Mutual consent	1 Year
Revision of rates	No revision
Address for Communication	The Central Project Coordinator, High Court of Jharkhand, Ranchi. Telephone No. - 0651-2482788 e-mail ID – cpc-jhr@aij.gov.in

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INSTRUCTIONS FOR ONLINE BID SUBMISSION:-

The High Court of Jharkhand invites Online bid for supply, testing, installation and maintenance of LAN at District & Subordinate Courts, under e-Courts Project. A Tender document has been published on the e-Tendering System of Government of Jharkhand i.e <http://jharkhandtenders.gov.in>. The bidders are required to submit soft copies of their bids electronically on the e-Tendering System of Government of Jharkhand, using valid Digital Signature Certificates. Bidders can revise their technical and financial quote before bid submission date and time.

The detailed information useful for submitting Online bids on the e-Tendering System of Government of Jharkhand may be obtained at <http://jharkhandtenders.gov.in>.

Bidders are required to enroll on the e-Procurement module of the State Public Procurement Portal (jharkhandtenders.gov.in).

PREPARATION OF BIDS:-

- 1) Please go through the Tender advertisement and the Tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 2) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the Tender document/schedule and generally, they can be in PDF / XLS / RAR formats. Scanned bid documents should be in readable format.

- 3) Bidder should take into account any corrigendum published on the Tender document before submitting their bids.

SUBMISSION OF BIDS:-

- 1) Bidder should log into the Site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender document.
- 3) Bidders has to select the payment option as “Offline” to pay the Tender fee / EMD as applicable and enter details of the instrument.
- 4) The bidder shall seal the original Bank Draft/Pay order /Bank Guarantee as per Annexure -3 EMD in an envelope. The Bidder shall mark its name and tender reference number on the back of the Bank Draft/ Pay order before sealing the same. The address of the High Court, name and address of the bidder and the Tender Reference Number shall be marked on the envelope. The envelope shall also be marked with a Sentence “NOT TO BE OPENED BEFORE the Date and Time of Bid Opening”. If the envelope is not marked as specified above, the High Court will not assume any responsibility for its misplacement, pre-mature opening etc. The bidder shall deposit the envelope in the office of the Central Project Coordinator as per details given in Annexure – 4. EMD not meeting above deadlines will not be accepted and their uploaded bid will be rejected.
- 5) A standard BoQ format (Annexure 21) has been provided with the Tender document to be filled by all the bidders. Bidders are requested to note that

they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, and fill the name of bidder and their rate. No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) The uploaded Tender documents become readable only after the Tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening Meetings.

ASSISTANCE TO BIDDERS:-

- 1) Any queries relating to the Tender document and the terms and conditions contained therein should be addressed to the Central Project Coordinator, e-Courts Project, high Court of Jharkhand, Ranchi, on the email ID cpc-jhr@aij.gov.in and on telephone No. 0651-2482788 as mentioned in the Tender document.

- 2) Any queries relating to the process of online bid submission or queries relating to e-Tendering System of Government of Jharkhand i.e <http://jharkhandtenders.gov.in> in general may be directed to the 24x7 Helpdesk. The Contact No. is 1800 3070 2232 / Mobile: +91-7878007972 and +91-7878007973.

OBJECTIVE / SCOPE :-

The High Court of Jharkhand has been implementing the e-Courts Project in all District & Subordinate Courts (financed by GOI). The scope of the Tender is to equip all the District & Subordinate Courts with necessary Hardware and LAN for Court Complexes in the State of Jharkhand, for its computerization.

This Tender caters to the supply, testing, installation and maintenance of LAN Items required for the Project.

Tenders for LAN Items, valid for a period of given in the “**Annexure – 6 : Validity**” from the date of opening, are invited to supply, install and operationalize the items as given in the “**Annexure – 16 : Technical**”.

ELIGIBILITY CRITERIA:-

1. Eligibility Criteria is given in the “**Annexure – 2 : Eligibility Criteria**” and it must be filled up.
2. **Documentary evidence for compliance to each of the eligibility criteria must be enclosed** along with the bid together with the references as required in the “**Annexure – 2 : Eligibility Criteria**”.
3. Relevant portions, in the documents submitted in pursuance of eligibility criterion mentioned above, shall be highlighted and all pages of the bid document should be serially numbered.

4. If the bid is not accompanied by all the above mentioned documents, the same would be rejected.
5. Undertaking for subsequent submission of any of the above document will **not be entertained** under any circumstances. However, the High Court reserves the right to seek fresh set of documents or seek clarifications on the already submitted documents.
6. The bidder shall have the sole responsibility to execute this Project on turnkey basis.

1.1 EARNEST MONEY DEPOSIT:-

1. EMD be submitted as per “**Annexure – 3: Earnest Money Deposit**” by Offline mode.
2. EMD of amount as given in the “**Annexure – 3: Earnest Money Deposit**” **must be submitted as per detail given in Annexure. The validity should be three (3) months by Demand Draft/Pay Order/Bank Guarantee** of any Commercial Bank drawn in favour of the Registrar General, High Court of Jharkhand, Ranchi.
3. The Bidders who are registered for items mentioned in “**Annexure – 16: Technical**” with NSIC under Single Point Registration Scheme, may be considered for exemption from furnishing the EMD by the Competent Authority. In such cases, an attested copy of the **VALID** Registration Certificate from NSIC must be furnished. Mere registration as a SSI Unit does not qualify the firm for exemption from furnishing the EMD.
4. In the absence of a valid certificate from the NSIC, such Tenders shall be rejected straightway.

5. The Earnest Money Deposit (EMD), without any interest accrued will be refunded as follows:
 - I. In the case of those Bidders who fail to qualify the eligibility criteria, and whose technical bids do not qualify, the Earnest Money Deposit (EMD) will be refunded without any interest accrued within one month of the acceptance of TEC (Technical Evaluation Committee)'s recommendations.
 - II. In the case of those Bidders who are not empanelled, the Earnest Money Deposit (EMD) will be refunded without any interest accrued within one month of the acceptance of FEC (Financial Evaluation Committee)'s recommendations.
 - III. In the case of Bidder whose Tender bids are accepted for empanelment, **EMD will be released on receipt of Performance Bank Guarantee.**

1.2 TECHNICAL SCHEDULE:-

1. Details of equipments and Technical Specifications/requirement to be empanelled/procured are given in “**Annexure – 16: Technical**”.
2. List of Enclosures to be submitted properly numbered and indexed along with signatures of the authorized representative of quoting Vendor (s).
 - i. Necessary detailed technical write up highlighting the features of the sub assemblies of the systems offered.
 - ii. Reports published in journals comparing the offered product with other similar products.
 - iii. Information on planned future upgrades and compatible products alongwith the anticipated time frame.
 - iv. List of important installation sites.
 - v. Certificate to the effect that the offered/quoted products conform to the Tender specification.
 - vi. Any other document which the Vendor may consider necessary to support the product /bid.

1.3 TIME SCHEDULE:-

As per “Annexure 4: Time Schedule”.

1.4 PRE-BID SESSION:-

There will be a Pre-bid Meeting with the Vendors as mentioned in the “Annexure – 4: Time Schedule” for any clarifications regarding Tender technical specifications and Tender terms & conditions. The Jharkhand High Court will not be bound to clarify any query after the Pre-bid Meeting.

1.5 FINANCIAL ANNEXURES:-

Details for submitting Financial Bids are given in “Annexure – 21: Financial”.

1.6 BID SUBMISSION PROCESS :-

1. Bids are to be submitted as per the “Annexure – 9: Bid Submission”.
2. The following documents shall be enclosed by every Vendor along with the Technical bids: -
 - a) List of important installation sites.
 - b) Make and Model of all items and optional items should be mentioned in the technical bid and complete technical details should be provided in the form of brochures and write ups and evaluation reports from the neutral/accredited third party.
 - c) Completely filled Technical Verification Data Sheet (TVDS) must be submitted for each quoted configuration. Blank TVDS are attached at Annexure 24.
 - d) Any other document which the Vendor may feel necessary to support the product/bid.
3. Tender bid must contain the name, office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures. A certificate from bidder’s HR/Legal

Department must be enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of the Company.

4. Un-signed, un-stamped and without certificate for authorized person from bidder's HR/Legal Department bid shall not be accepted.
5. All pages of the bid being submitted **must be signed and sequentially numbered** by the bidder irrespective of the nature of content of the documents.
6. Bids **NOT** submitted as per the specified format and nomenclature will be out rightly rejected.
7. Ambiguous bids will be out rightly rejected.
8. The Jharkhand High Court will **NOT** be responsible for any delay on the part of the Vendor in obtaining the terms and conditions of the Tender notice or submission of the Tender bids.
9. The offers submitted by telegram/ fax/ e-mail etc. shall **NOT** be considered. No correspondence will be entertained on this matter.
10. The basic prices in Indian rupees should be quoted separately for each set of items given in "**Annexure – 16 : Technical**"
11. Financial bid may be submitted as per "**Annexure – 21 : Financial**" for the corresponding configuration/description indicated in "**Annexure – 16 : Technical**".
12. Financial bids will be evaluated on the basis of total price, i.e. all inclusive, as net door- delivery & installation prices for anywhere in the State of Jharkhand, for items in "**Annexure – 16 : Technical**".

13. The price shall be for delivery at desired destination in the State of Jharkhand, including installation/commissioning and complete operationalization and including statutory levies, if any.
14. Bidders shall indicate their rates in clear/visible figures as well as in words. In case of a mismatch, the rates written in words will prevail.
15. Any alteration / overwriting / cutting in the bid should be duly countersigned else it will be outrightly rejected.
16. Conditional Tenders shall **NOT** be accepted on any ground and shall be rejected straightway.
17. If any clarification is required, the same should be obtained before or during Pre-bid Meeting only.
18. Bidder shall furnish a compliance statement (Point-wise) of specifications & features of offered equipments with the Technical Bid. **No deviations in terms & conditions** of the Tender document as well as technical specifications (on the lower side) will be accepted in any case.
19. Tender process will be over after the issue of Purchase Order to the selected Vendor(s).
20. Bids not quoted as per the format given by the Jharkhand High Court will be rejected straightway.
21. The bidder must quote for all the items mentioned in the **Annexures** including option items /Services. In case any items not quoted, the bid shall be summarily rejected.
22. Vendor should not quote products which are nearly end of life during the empanelment. However, if it happens, empanelled Vendor will supply the

next higher version of the technically accepted product at the same administered empanelled price.

23. If required the Jharkhand High Court may allow finally empanelled Vendors to supply any of the technically qualified products (Make/Model), depending upon Project requirements, at the same empanelled price provided, documentary evidence as per eligibility criteria is provided.

1.7 BID OPENING PROCESS :-The Technical covers will be open in the first instance in the presence of Authorized Representative of the bidders who chose to remain present at the Jharkhand High Court as mentioned in the “**Annexure – 4 : Time schedule**”.

2. Financial bids of only those bidders, whose bids found technically qualified, by the Technical Evaluation Committee, will be opened in the presence of the Vendor’s Authorized Representative subsequently for further evaluation.
3. One Authorized Representative of each of the bidder would be permitted to be present at the time of aforementioned opening of the bids.

1.8 TECHNICAL EVALUATION PROCESS:-

1. Technical Bids will be evaluated as per the “**Annexure – 5: Hardware Configuration Evaluation Mechanism**”.
2. A duly constituted Technical Evaluation Committee (TEC) will shortlist Technical Bids on the basis of technical parameters including possible visit to inspect manufacturing and supply facilities, if considered necessary.
3. If considered, necessary, the short listed Bidders may be asked to bring one of each of the quoted products, as per specifications set out in

“Annexure – 16 : Technical” for technical evaluation, along with their own test, measuring equipment and technical manpower, to the High Court of Jharkhand/ at Vendor premises as per schedule to be intimated to them. In case the Vendor fails to bring and demonstrate the working of quoted products within the time frame given by the High Court for evaluation, the bid shall be rejected.

4. For Technical evaluation, bidders have to ensure the availability of appropriate specialist, along with every type of documentation required, from their organization for interacting with TEC & evaluation team. In case a bidder does not make the required specialist along with proper documentation available, then such defaulting bidder shall be taken off the Tender evaluation process and the bid will stand rejected.
5. During the technical evaluation, if any of the items FAIL to meet the specification requirement, no subsequent opportunity will be given to the bidder(s). However, a standby system of already quoted Make/Model, if available instantly on the spot could be considered by the TEC for evaluation only once.
6. Bidders are advised to ensure that the systems if asked to bring for evaluation, conforms to all technical parameters and is a tested system.
7. As part of technical evaluation, the bidders shall give presentation on how they will meet the schedule of delivery & how they will successfully carry out the installation of LAN Items orders so as to meet the schedule. They also should specify their inventory management & manpower deployment at State level for smooth implementation of the Project during warranty. Vendor must have a web based complaint registration system in place to cater online complaint registration and status monitoring from equipment installed locations across the States of Jharkhand for the items supplied

under the Project. The system should have good response during technical evaluation, bidder has to demonstrate their package.

8. It is mandatory for the bidders to strictly adhere to the schedule of delivery & installation of LAN Items during implementation of the Project. The schedule of the delivery and installation shall be given as per the **Annexure – 18**.

1.9 EVALUATION OF FINANCIAL BIDS:-The Financial Bids of only those Bidders short listed from the Technical Bids by TEC will be opened in the presence of their Representatives on a specified date and time to be intimated to the respective Bidders by Office of CPC or through the website of Jharkhand High Court.

2. If the Jharkhand High Court considers necessary, **Revised Financial Bids** could be called for from the **technically short listed Bidders** for recommending the final empanelment.
3. In the event of revised financial bids being called the revised bids should **NOT** be higher than the original bids **except in case of change in Government levies**, otherwise the bid shall be rejected.
4. Lowest quoting Bidder will be selected as per the “**Annexure – 7: Selection Criteria**”.
5. No enquiry shall be made by the bidder(s) during the course of evaluation of the Tender, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee/its Authorized Representative and the Jharkhand High Court can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders will be rejected.

1.10 EMPANELMENT PROCESS:-Keeping in view the Project

commitment, the Jharkhand High Court reserves the right to evolve a super-set of technically qualified accepted systems, items of their Brands and Models for the entire range of systems covered by various **Annexures** of this Tender so as to take care of the service delivery related aspects concerning the suitability of configuration needs matching the Project requirements and priorities from time to time.

2. Validity of the panel is given in the “**Annexure – 6 : Validity**”.
3. In the event the Vendor’s Company or the concerned division of the Company is taken over/bought over by another company, all the obligations and execution responsibilities under the agreement with the Jharkhand High Court, should be passed on for compliance by the new Company in the negotiation for their transfer.
4. All empanelled Vendors have to agree for honoring all Tender condition and adherence to all aspects of fair trade practices in executing the Purchase Orders placed by the Jharkhand High Court.
5. If the name of the product is changed for describing substantially the same in a renamed form; then all techno-fiscal benefits agreed with respect to the original product, shall be passed on to the Jharkhand High Court and the obligations with the Jharkhand High Court taken by the Vendor with respect to the product with the old name shall be passed on along with the product so renamed.
6. In the case of Bidder whose Tender bid is accepted and in the case of default by the Vendor on non acceptance of the Purchase Order, the EMD/BG will be forfeited.

7. The selected Vendor shall be required to give Performance Bank Guarantee as mentioned in the **“Annexure – 15: Security Deposit” at the time of bill submission**. Performance Bank Guarantee will be of any Nationalized Bank drawn in the name of **“The Registrar General, High Court of Jharkhand, Ranchi”** for a period of **warranty, as mentioned in the “Annexure – 10 : Warranty”**. This BG will be invoked in case of non compliance of maintenance schedule during warranty period.
8. The Jharkhand High Court may, at any time, terminate the empanelment by giving written notice to the empanelled Vendor without any compensation, if the empanelled Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Jharkhand High Court.
9. During the validity of the panel including the extended period, if any, if the Vendor quotes, sells or exhibits written intention to sell any System of the same or equivalent configuration to any other Department/ Organization at a price lower than the price fixed for the Jharkhand High Court under similar terms and conditions, the Vendor shall voluntarily pass on the price difference to the Jharkhand High Court. The effective date will be the date of quoting lower rates by the bidder in the bid/quote. In the event of lowering of Government levies subsequent to the finalization of the panel, the Vendor shall automatically pass on the benefits to the Jharkhand High Court, and in the event of increasing of Government levies subsequent to the finalization of the panel; the Jharkhand High Court shall automatically pass on the pro-rata benefits to the Vendor, if the same have been explicitly given in the **Financial Annexure**.
10. **The request by empanelled Vendors for rate variation due to fluctuation in the foreign exchange rate (USD) will not be considered.**

11. During the validity of the panel, in case the Jharkhand High Court notices that the market rates have come down from the time the rates were finalized or selection of new system configuration based on market trends or for the reasons of technological changes, the Jharkhand High Court will ask the technically qualified bidders to re-quote the prices and the Vendor(s) will be selected on the basis of procedure given earlier. The time difference between such re-quotes will be minimum 6 months except in case of the Union Budget. All those technically qualified bidders, whose EMD have been returned by the Jharkhand High Court during/after the evaluation of the Tender, will have to submit the EMD of the same amount along with the revised price quotations.

12. Preference will be given to domestically manufactured electronics goods in procurement due to security reasons and in Government procurement. Guidelines as per Govt. Notification No: 33(3)/2013-IPHW dated 23/12/2013 and subsequent amendments/clarifications will be followed for implementation. Bidders must submit an undertaking on Rs.100/- Stamp Paper mentioning the percentage of domestic value addition (in terms of BOM), to fall under this category and avail the preference. The empanelment of bidders, quoting false information will be canceled and EMD will be forfeited. Bidders, who do not provide this undertaking, shall not be considered for availing this preference.

1.11 PLACING OF PURCHASE ORDER:-The Jharkhand High Court has the right to choose any subset of the Tendered items for placement of supply orders.

2. For procurement of goods, Purchase Order will be placed on the empanelled Vendor(s) in hard copy format or in soft copy mode either through e-mail containing the scanned copy of the Purchase Order.

3. Purchase Order will be placed on the basis of survey report duly signed by the Nodal Officer of Court and respective Vendor and BOM submitted by the Vendor.
4. Objection, if any, to the Purchase Order must be reported to the High Court of Jharkhand, Ranchi by the Vendor within three(3) working days counted from the date of Purchase Order for modifications, otherwise it is assumed that the Vendor has accepted the Purchase Order in totality. This is applicable in case of electronic publishing/delivery of Purchase Order also. After receiving the Purchase Order, amendment if any, of the same Purchase Order is requested by the Vendor or done by the Jharkhand High Court, installation period will be calculated from the amendment date and not from the original Purchase Order date.
5. On the receipt of the Purchase Orders, the Vendor(s) shall obtain all the necessary documents for the State Entry Permit in respective States wherever required by them, for complete, safe and timely delivery of the ordered products.

1.12 DELIVERY PROCESS:-All aspects of safe delivery shall be the exclusive responsibility of the Vendor. At the destination Site, the cartons will be opened only in the presence of concerned Nodal Officer(s) identified by the Principal District Judge and Vendor's representative and the intact position of the Seal for not being tampered with shall form the basis for receipt in good condition.

2. Vendor must apply to the respective authority for issue of road permit /waybill in time.
3. Delays on account of getting relevant permits shall not make Vendors' eligible for waiver of penalties.

4. Delivery Challans needs to be signed and stamped on completion of delivery of items, as mentioned in “**Annexure – 14 : Payment**”. In case any discrepancy with regard to sign, stamp or date etc on above Delivery Challans, a mail/fax from concerned Nodal Officer may be treated as Delivery Challan.
5. The Vendor should install all the items at specified site without any additional charge.
6. Though the Jharkhand High Court will provide all the necessary documents for ensuring smooth delivery of goods at the respective destinations, it is the responsibility of the Vendor to deliver the goods in time.

1.13 PENALTY CALCULATION PROCESS:-Any delay beyond the delivery and installation schedule as per Purchase Order will render the Vendor liable for penalty at the rate as mentioned in the “**Annexure – 13 : Penalty**”.

2. Penalty will be charged on the non execution Purchase Order value and final payment will be made on full execution of Purchase Order.

1.14 INSTALLATION PROCESS:-During installation at site, if any item is found to be defective or broken, it will be replaced with new one by the Vendor at its own cost and risk within 15 days from the date on which the Vendor has been informed of such damage.

2. Consolidated Installation Report, based on the successful installations of the individual items, duly signed by the Principal District & Sessions Judge and concerned Nodal Officer identified by Principal District Judge should be submitted to the Jharkhand High Court along with the bills.

3. It may be noted that only the items technically tested/accepted as per Purchase Order shall be installed as per the schedule mentioned in **“Annexure – 12 : Delivery and Installation”**.

1.15 PAYMENT PROCESS:-

1. Payment will be processed as per the **“Annexure – 14 : Payment”**.
2. A pre-receipted bill, along with original excise duty gate pass such as (if applicable), Installation certificate and other relevant documents & BG shall be submitted (five copies) in the name of the **Central Project Coordinator, eCourts Project, High Court of Jharkhand, Ranchi** by the Vendor soon after the delivery and installation **as the case may be** along with documents mentioned **at “Annexure – 14 : Payment”**.
3. Payments shall be subject to deductions of any amount for which the empanelled Agency is liable under the empanelment or Tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act.

1.16 ONSITE WARRANTY MAINTENANCE:-

1. The warranty period for the systems shall be taken into account as per the **“Annexure – 10 : Warranty ”** from the date of completion of supply of products, its successful installation/commissioning and acceptance by the Jharkhand High Court including accessories, whichever is later.
2. The Vendor should provide support for all supplied items in all the District/Subordinate Courts as mentioned in the Annexure: Support during warranty period.

3. During warranty period, any failure in the LAN Items, Components should be rectified within maximum period of 2 working days at District Site or 3 working days at Taluka Site/Sub Division sites. Provided penalty will be charged or recovered as per the “**Annexure-13 : Penalty**”.
4. On completion of the Warranty period, the Security Deposit, without any interest accrued, shall be released after satisfying that proper free warranty support has been provided during warranty period of **five years** for all the systems. If considered necessary, suitable amount of penalty shall be recovered from the Vendor out of either already due payments or from their Security Deposit, while releasing the Security Deposit. After expiry of warranty, the Jharkhand High Court has option to enter into Annual Maintenance Contract with the supplier for post warranty maintenance of the systems as per the quoted price/negotiated price.

1.17 GENERAL CONDITIONS:-For services required under the Project at different Court Complexes, please refer to **Annexure – 11 : Services** to be provided.

2. No interest shall be payable for the Tender fee/Earnest Money Deposit and the No deviations from these terms and conditions will be accepted. Any violation there off will lead to rejection of the bid.
3. The Security Deposits without any interest accrued, shall be released only after the expiry of the warranty period of the systems successfully.
4. The decision of the Jharkhand High Court arrived during the various stages of the evaluation of the bids is final & binding on all Vendors. Any representation towards these shall not be entertained by the Jharkhand High Court.

5. In case the empanelled Vendor is found in-breach of any condition(s) of Tender or supply order, at any stage during the course of supply/ installation/commissioning or warranty period, the legal action as per Rules/Laws will be taken.
6. Any attempt by Vendor to bring pressure towards the Jharkhand High Courts decision making process, such Vendors shall be disqualified for participation in the present Tender and those Vendor may be liable to be debarred from bidding for the Jharkhand High Court Tenders in future.
7. The bidders should specify their **manpower deployment at District level (one reporting network engineer at each District Head Quarter and one Resident Project Manager at High Court of Jharkhand) for smooth implementation of the Project**
8. It is mandatory for the bidders to strictly adhere to the schedule of delivery & installation of LAN Items during implementation of the Project.
9. Printed conditions mentioned in the Tender bids submitted by Vendors will not be binding on the Jharkhand High Court. All the terms and conditions for the supply, testing and installation, payment terms, penalty etc. will be as those mentioned herein and no change in the terms and conditions by the Vendors will be acceptable. Alterations, if any, in the Tender bids should be attested properly by the Vendor, failing which, the Tender will be rejected.
10. Upon verification, evaluation / assessment, if in case any information furnished by the Vendor is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.

11. No deviations from Tender terms and conditions will be accepted. Any violation thereof will lead to the rejection of the bid.
12. **Indemnity:** The selected Vendor shall indemnify the Jharkhand High Court against all third party claims of infringement of Patent, Trademark/ Copyright or Industrial Design Rights arising from the use of the supplied Software/Hardware etc. and related services or any part thereof. The Jharkhand High Court stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the Project for whatever period. The Jharkhand High Court also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower while working on the Project.
13. **Termination for Insolvency:** The Jharkhand High Court may at any time terminate the Purchase Order / Contract by giving written notice of four weeks to the Supplier, without any compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent.
14. The Jharkhand High Court will not be responsible for any misinterpretation or wrong assumption by the Vendor, while responding to this Tender.
15. **Force Majeure:** If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the Appropriate Authorities/Chamber of Commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party

adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the contract.

16. Definition for default : Default is said to have occurred

- I. If the Supplier fails to accept the Purchase Order.
 - II. If the supplier fails to deliver any or all of the services within the time period(s) specified in the Purchase Order or during any extension thereof granted by the Jharkhand High Court.
 - III. If the supplier fails to perform any other obligation(s) under the contract.
- 15.1 If the Agency defaults on (I) of above circumstances, his Bid security (EMD)/BG received against this empanelment will be forfeited and empanelment will be canceled.
- 15.2 If the agency defaults on II & III of above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from the Jharkhand High Court (or takes longer period in spite of what the Jharkhand High Court may authorize in writing), the Jharkhand High Court may terminate the Contract / Purchase Order in whole or in part. In addition to above, the Jharkhand High Court may at its discretion also take the following actions:
- I. The Jharkhand High Court may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier shall be liable to compensate the Jharkhand High Court for any extra

expenditure involved towards goods and services to complete the scope of work in totality or 10 % of the work order as cancellation charges whichever is higher.

1.18 ARBITRATION AND CONCILIATION:-

If a dispute arises out of or in connection with this Contract, or in respect of any defined Legal relationship associated therewith or derived there from, the parties agree to submit that dispute to Arbitration under the Arbitration and Conciliation under the Act, 1996 by nominating one Arbitrator from each side and both the Arbitrators appointing an Umpire.

1.19 APPLICABLE LAW:-

1. The Agency shall be governed by the Laws and Procedures established by Government of India/State of Jharkhand , within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
2. All disputes in this connection shall be settled in Ranchi Jurisdiction only.
3. The Jharkhand High Court also reserves the right to modify/relax any of the terms & conditions of the Tender by declaring / publishing such amendments in a manner that all prospective Vendors / parties to be kept informed about it.

**Sd/-
Central Project Coordinator I/C
High Court of Jharkhand, Ranchi.**

Annexure – 1 : Summary

Sr. No.	Item Name	Item Value
1	Tender No.	HIGHCOURT/LAN/01/2016
2	Title	Tender document for the supply, testing, installation and maintenance of LAN at District and Subordinate Courts, under e-Courts Project.
3	Empanelment	Yes
4	Empanelment Size	1 (One) Vendor
5	Tender Fee	1000
6	Number of packets in bid	2
7	Contact Address	The Central Project Coordinator, High Court of Jharkhand, Ranchi, Telephone No. - 0651-2482788 e-mail ID – cpc-jhr@ajj.gov.in

Annexure – 2 : Eligibility Criteria

Sr. No.	Item	Insert Value or check-list the box	Reference of Enclosed Proof, along with corresponding page numbers
1	The bidder must be an Original Equipment Manufacturer (OEM) of LAN Items i.e. Switches, Routers, etc or Systems or System Integrator (SI) of LAN Items i.e. Switches, Routers, etc.	Manufacturer Authorization Format (MAF) as provided below to be submitted by the front end bidder on company letter head.	
2	The bidder (s) must be an IT solution provider capable of handling IT projects covering LAN Installation.	Proof of completion of at least two multi-locations IT Projects covering LAN Installation worth of minimum Rs. 5 Crores for each project in the three financial years – during 2012-13, 2013-14 & 2014-15 to be furnished. Enclose relevant Documentary proof. Self Certification on company letter head signed by the authorised signatory as given in the format attached below to be furnished by the bidder in compliance of this clause. However, the Jharkhand High Court reserves the right to seek additional supporting documents for the above Projects.	

3	<p>The bidder's annual turnover from sales and support services of LAN Components in India should be at least be 10 Crores (during each of the years 2012-13, 2013-14 and 2014-15, to be supported by authentic documentary evidence (audited balance sheet) and confirmation regarding turnover. The turnover refers to the company responding to this Tender and not the composite turnover of its subsidiaries/sister concerns/<u>techno-commercial collaborators</u> etc. (quote value in Rs. Crores)</p>	During 2012 – 13	Rs.		
		During 2013 – 14	Rs.		
		During 2014 – 15	Rs.		
4	<p>The bidder should enclose a copy of a <u>VALID quality certificate</u> in its own name from a recognized institution for their Switch & Router Items manufacturing / assembly/ integration facilities anywhere located in INDIA or abroad. This certification should be from any globally recognized Institution.</p>	<ol style="list-style-type: none"> 1. Name of the Agency 2. Name of the Certificate 3. Validity date 			
5	<p>Bidder must have District wise Infrastructure support in the form of direct service centers or their franchisees in all the District Courts in the format Annexure - 8. Bidders should also provide escalation matrix for their sales & support function.</p>	Please fill in Annexure: Support.			

6	A copy <u>VAT/ST/CST No.</u> allotted by the Sales Tax Authorities, as well as <u>PAN number</u> of the firm allotted by the Income Tax authorities should be submitted. The bidder should be registered with <u>Service tax</u> department of the Government.	VAT/ST/CST NO. PAN NO. Service TAX NO.	
7	A copy of the <u>Registration number</u> of the firm with attested copies of <u>Articles of Association</u> (in case of Registered firm), Bye-laws and Certificates of registration (in case of registered Co-operative Societies), Partnership Deed (in case of Partnership Firm) should be submitted.	Registration No. Name the document enclosed.	
8	Bidder should ensure that all the products quoted are meeting the guidelines issued by Department of Electronics and Information Technology (DeitY) vide notification No33(3)/2013-IPHW dated 23/12/2013 and 22/05/2014.	Provide documentary evidence as per Annexure – 22 for all the quoted products.	

Note: Bidder is to fill the above Annexure and indicate the page numbers of the supporting document in the proof while submitting response to the eligibility criteria.

Manufacturer's Authorization Format for Front Line Bidder

Ref:

Date:

To
The Central Project Coordinator,
High Court of Jharkhand,
Ranchi.

Subject: Manufacturer Authorization for Tender No__

Sir,

We, <Bidder/ Frontline OEM/SI> having our registered office at < Bidder/ Frontline OEM/SI address>, are an **established manufacturer/Suppliers of name of quoted item (Switches/ Routers / LAN Components)**. We <Frontline OEM/SI> solely authorized <bidder's name> to quote our product for above mentioned Tender.

Our full support is extended in all respects for supply, warranty and maintenance of our products. We also ensure to provide the service support for the supplied equipments for a period of 5 years from date of installation of the equipments as per Tender terms. In case of any difficulties in logging complaint at bidder end, user will have option to log complaint at our call support center.

We also undertake that in case of default in execution of this Tender by the **<Indicate names of all supporting OEM/SI >**, the < Bidder/ Frontline OEM/SI > will take all necessary steps for successful execution of this project as per Tender requirements.

Thanking You

For < Bidder/ Frontline OEM/SI>

< (Authorized Signatory)> Name:

Designation:

Proof of completion of IT Projects

Ref:

Date:

To
The Central Project Coordinator,
High Court of Jharkhand,
Ranchi.

**Subject: Proof of completion of IT projects covering LAN
Installation Project for Tender No.**

Sir,

We have completed at least **two** IT Projects covering LAN Installation Projects worth of minimum **Rs. 5 Crores** for each project on turnkey basis in the last three financial years i.e. 2014-15, 2013-14 & 2012-13. The details of the Projects have been furnished below:

Sr. No.	Project (to be replicated for each project)	Details
1.	Name of Project	
2.	Name of Client	
3.	Name of client personnel involved	
4.	Phone number of client personnel	
5.	Email id of client personnel	
6.	Name of States covered	
7.	Duration of the Project	
8.	Years of execution of the Project	
9.	Project Value	
10.	Remarks, if any	

Thanking You

For < Bidder/ Frontline OEM/Sl>

< (Authorized Signatory)> Name:

Designation:

Annexure – 3 : Earnest Money Deposit

EMD	Amount : 5,00,000/- Rs. Five Lacs only
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Annexure – 4 : Time Schedule

SN	Tender Reference	TENDER NO. HIGH COURT/LAN/01/2016
1	Date of Publication	18/01/2016 at 2:00 p.m.
2	Pre Bid Meeting	27/01/2016 at 11.30 a.m.
3	Last date and time for submission of Tender Offers.	10/02/2016 at 2.00 p.m.
4	Time and Date of opening of Tender Offers	15/02/2016 at 4.00 p.m.
5	Time and Date for submission of Tender Fee and EMD in original.	On 11/02/2016 & 12/02/2016 between 10 a.m. to 5 p.m.
6	Address for submission of Tender Fee and EMD in Original	The Central Project Coordinator, High Court of Jharkhand, Ranchi.
7	Tender should be addressed to	The Central Project Coordinator I/C, High Court of Jharkhand, Ranchi.
8	Place of Pre Bid Meeting	High Court of Jharkhand, Ranchi
9	Address for communication	The Central Project Coordinator, High Court of Jharkhand, Ranchi.
10	Contact Telephone No. and email address.	0651-2482788 cpc-jhr@aij.gov.in

No bid will be accepted after the expiry of the above mentioned time scheduled.

Annexure – 5 : Hardware Configuration Evaluation Mechanism

Technical evaluation will be carried out mainly on the basis of technical specifications provided in the Tender document. Some of the criterion/parameters are given below :

LAN :-

- 1) For each LAN item quoted, a duly filled Technical Verification Data Sheet (TVDS) along with all supporting technical datasheets (for all sub assemblies) should be submitted.
- 2) The short listed Vendors will bring a pair of each of quoted items as per Tender specifications set out in specified annexure, along with their detailed technical spec sheet. The Vendors will come with their own test and measuring equipments and the load for demonstration/evaluation test, as per schedule to be intimated to them.
- 3) TEC may visit the Vendors' premises for technical demonstration/evaluation of the quoted items, if required.

Annexure – 6 : Validity

Sr. No.	Item	Value
1	Validity of bids	180 days
2	Validity of empanelment	Two years from the date of first Purchase Order
3	Extension	One more year

Annexure – 7 : Selection Criteria

<p>Selection Criteria for deciding lowest quoting Vendor</p>	<p>1.2 The lowest quoting Vendor(L1) will be determined as mentioned below;</p> <ol style="list-style-type: none"> 1) First Annexure – MF.01A will be opened for all the technically qualified bidders on a specified date. 2) L1, L2, L3, L4..... bidders will be decided on the Gross Total Value (GTV) of Annexure-MF.01B. After the L1 vendor is decided on the GTV, Annexure – MF .01B submitted by lowest quoting Vendor (L1) only will be opened for deciding the individual unit rates for all the items of this Tender. 3) In case lowest quoting bidder has failed to quote for all the items in Annexure-MF.01B, his bid will be rejected and his EMD will be forfeited and the Tender refloated. 4) In the event of any mismatch in the GTV value mentioned at Annexure- MF.01A and total of Annexure- MF.01B of the lowest quoting Vendor, the following criteria will be adopted to remove the discrepancy between these two values: <ul style="list-style-type: none"> 24. When Grand Total Value given in Annexure MF.01A is greater than the Grand Total Value given in Annexure MF.01B: The value given in Annexure MF.01B will be taken as the value for Annexure MF.01A. 25. When Grand Total Value given in Annexure MF.01A is less than the Grand Total Value given in Annexure MF.01B: The value given in Annexure MF.01B will be replaced with the value given in Annexure MF.01A and the item wise value for each item in Annexure MF.01B will be reduced on Pro- Rata basis and consequently unit values will be worked out. 5) If lowest quoting bidder fails to accept the individual unit rates rationalized/reworked as per the above procedure, his bid will be treated as cancelled and EMD of such defaulting bidder will be forfeited and the Tender would be refloated. 6) Thus the lowest quoting Vendor and the lowest unit rates (for individual items/services) shall be decided as per the procedure mentioned above.
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Annexure – 8 : Support (Infrastructure Available with Bidder)

Bidder must have District wide infrastructure support in the form of direct service centers or their franchisees in all the Districts. The bidders must submit details of their infrastructure with reference to locations and technical manpower, availability of inventory of spares etc. and also indicate their business model for providing warranty and after sales support for the aforementioned. The Jharkhand High Court reserves the right to disqualify the bidder based on its past performance as experienced by the Jharkhand High Court, during the last three consecutive years. **Bidders should also provide escalation matrix for their sales & support function.**

Sr. No.	District Name	Wn/Franchisee Support Centres	Contact Details such as Names, phones, e-mails, website etc.	Manpower	Escalation Matrix
1	Bokaro				
2	Chaibasa				
3	Chatra				
4	Deoghar				
5	Dhanbad				
6	Dumka				
7	Garhwa				
8	Giridih				
9	Godda				
10	Gumla				
11	Hazaribag				
12	Jamshedpur				
13	Jamtara				
14	Khunti				
15	Koderma				

16	Latehar				
17	Lohardaga				
18	Pakur				
19	Palamau at daltonganj				
20	Ramgarh				
21	Ranchi				
22	Sahibganj				
23	Seraikella- Kharsawan				
24	Simdega				

Annexure – 9 : Bid Submission

Online Bids submitted in **TWO** Envelopes as Follows:

Envelope-1 (Following documents to be provided as single PDF file)			
Sr. No.	Documents	Content	File Types
1.	EMD	The scanned copy of EMD instruments as per Annexure – 3 : - Earnest Money Deposit.	.PDF
2.	Eligibility Criteria	The requirements as mentioned in the Annexure – 2 : - Eligibility Criteria.	.PDF
3.	Technical Bid	The certified copies of documents as per Annexure – 16 : - Technical.	.PDF
4.	Compliance Statement	Compliance statement for each quoted Annexure – 17 : MT.01	.PDF
5.	Format for Affidavit of Self Certificate regarding Domestic Value	Format for Affidavit of Self Certificate regarding Domestic Value as per Annexure – 22.	.PDF
6.	Blank TVDS Datasheet	TVDS Datasheet as per Annexure – 24	.PDF
Envelope-2			
Sr. No.	Documents	Content	File Types
1.	Financial Bid (GTV)	Gross Total Value Financial bid as per Annexure – 20 : MF.01A	.XLS
2.	Detailed Financial Bid	Detailed Financial Bid for additional item as per Annexure – 21 : MF.01B	.PDF

B	Conditions for Empanelment
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Annexure – 10 : Warranty

Sr. No.	Description	Compliance
1	The complete systems should be under 5 (Five) years free onsite comprehensive warranty support service from the date of installation or 65 months free warranty support service from the date of delivery of the systems at site, whichever is early.	
2	The Vendor should fulfill the following conditions during warranty period:	
2(a)	Supplier will maintain enough spares (not less than 10%) so as to provide satisfactory onsite comprehensive maintenance services during the warranty period.	
2(b)	Vendor would provide the helpdesk support services through telephone/e-mail where users can lodge their complaint. Each user will be assigned a unique trouble ticket number through which he should be able to track the action taken on his complaint through a support portal.	
2(c)	The Vendor should provide support for all supplied items in all the District/Subordinate Courts as mentioned in the Annexure : Support during warranty period.	
2(d)	Any failure in the equipments supplied / any accessories thereof should be rectified within maximum period of two working days at District Sites and/or three working days at Taluka Sites as the case may be.	
2(e)	During warranty period, any failure in the LAN Items, Components should be rectified within maximum period of 2 working days at District Site or 3 working days at Taluka Site. Provided penalty will be charged or recovered as per the “ Annexure-13 : Penalty ”.	

2(f)	On completion of the Warranty period, the Security Deposit without any interest accrued shall be released after satisfying that proper free warranty support has been provided during warranty period of five years for all the systems. If considered necessary, suitable amount of penalty shall be recovered from the Vendor out of either already due payments or from their Security Deposit while releasing the Security Deposit. After expiry of warranty, the Jharkhand High Court has option to enter into Annual Maintenance Contract with the supplier for post warranty maintenance of the systems.	
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Annexure – 11 : Services to be provided

Sr. No.	Description	Requirements
1	Delivery of Items	<ul style="list-style-type: none"> ▪ At the destination site, the cartons will be opened only in the presence of concerned Nodal Officer(s) and Vendor's Representative. ▪ Inventories at all their service locations shall be maintained by the Vendor(s) for immediate replacement of H/w items in case of failure.
2	Installations	<ul style="list-style-type: none"> ▪ Upon satisfactory installation of the equipment, Vendor should obtain signed installation certificate from the Nodal Officer, after making the stock entry at their end and specify the same in the installation certificate. The same shall be submitted along with the bills by the Vendor for payment. ▪ A sticker with label ' High Court of Jharkhand, e-Courts Project' along with the Service Support Call Centre Number of the Vendor should be pasted on each equipment.

3	Local Area Network	<p>1. Following are the LAN System Integration Services to be provided by the empanelled agency.</p> <ul style="list-style-type: none"> • Supply, installation & configuration of LAN active and passive components and making LAN operational. • The High Court of Jharkhand will do the necessary coordination required to carry out this activity. Empanelled Agency will designate Project engineer for the site to coordinate with the Jharkhand High Court. Empanelled agency will gather required data as per formats finalized in consultation with the Jharkhand High Court. • The list of Active items to be supplied & their specifications are as per technical specifications for LAN (active) items in Annexure – MT.01. • The LAN IP addressing, creation of in building VLAN for segregation between users, configuration for all the LAN security issues will be carried out by the empanelled agency (wherever required) as per the Project Report. The empanelled agency will also configure the client nodes for LAN. For this the empanelled agency should have the required trained manpower for above. • All the switch & IP addressing scheme at clients need to be documented for maintenance purposes by the empanelled agency. • Supply and installation/execution of LAN passive components – CAT 6 Cabling, Conduiting, Casing (including flexible casing) and fixing of information outlet points: The empanelled agency shall supply CAT-6, PVC conduits, casing (including flexible casing) and information outlet points and fix the same at the locations identified by the staff of the subordinate courts.
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Annexure – 12 : Delivery and Installation

Sr. No.	Activity	Timelines from the Date of Empanelment
1	Site visit and site survey	Within two weeks from the date of intimation of selection of vendor
2	Submission of site survey report and BOM	Three weeks from the issuance of purchase order
3	Execution and completion of work including Installation	Four weeks from the issuance of purchase order
4	Completion of work of Active & Passive components	Five weeks from the issuance of purchase order

Note: The installation schedule mentioned above entails all activities including delivery and installation of LAN active and passive items.

Annexure – 13 : Penalty

Sr. No.	Activity	Rate
1	Failure in maintaining the delivery schedule	0.5% (Zero point five percent) per week subject to maximum of 2 weeks on the Purchase Order Value , thereafter The Jharkhand High Court holds the option for cancellation of the Order and re-procure the same from any other Vendor at the cost of the supplier and forfeit the EMD/ Security deposit of the Vendor.
2	Failure in maintaining installation Schedule	0.5% (Zero point five percent) per week subject to maximum of 2 weeks as per “penalty described at point no III FOR PAYMENT ON ITEM INSTALLATION: in ANNEXURE : PAYMENT” , thereafter the Jharkhand High Court holds the option for cancellation of the order and re-procure the same from any other Vendor at the cost of the supplier and forfeit the EMD/ Security deposit of the Vendor.
3	Maintenance during warranty period	0.5% (Zero point five percent) per week subject to maximum of 12 weeks ON VALUE OF THE ITEM , thereafter The Jharkhand High Court holds the option for cancellation of the order and re-procure the same from any other Vendor at the cost of the supplier and forfeit the EMD/ Security deposit of the Vendor. The un-installed items can be taken back by the Vendor. In addition, Vendor shall also be liable to pay to The High Court a cancellation charge of 10% (Ten percent) of the value of unsupplied items.
4	Replacement of the faulty system	Any component, failing at system and subsystem level at least three times in three months, displaying chronic system design or manufacturing defects or Quality Control problem or where the penalty amount on account of downtime has crossed 15% of the system value, will be totally replaced by the Vendor at his cost and risk within 30 days
5	Limitation of Liability	Taking into consideration all the above cases, the total penalty that can be levied on the Vendor shall not exceed the purchase order value.

Annexure – 14 : Payment

1) **PAYMENT SCHEDULE**

A pre-receipted bill (five copies) shall be submitted in the name of “The Central Project Coordinator, High Court of Jharkhand, Ranchi”.

An invoice will contain the items ordered under one Purchase Order only. Bill / Invoice shall not be combined for more than one purchase order.

Payment shall be done as per the following schedule:

- a. 70% on delivery of all items included in the purchase order
- b. 30% on completion of installation of all items in the purchase order

2) **FOR PAYMENT ON ITEM DELIVERY:**

70% payment will be made on delivery of items at any specified site as per the following process:

- The Vendor will deliver the items at designated Court Complex(s) as per the purchase order and obtain signature with date and stamp on Delivery Challan(s) of the concerned **Nodal Officer** at the District/Taluka Court.
- The Vendor will submit a copy of Delivery Challans to the **Nodal Officer identified by the Principal District Judge**.
- The Vendor will submit the bills along with original excise duty gate pass & original delivery challans to the Central Project Coordinator, Jharkhand High Court. Performance Bank Guarantee as described in **Annexure – 15 : Security Deposit** will also be required to be submitted at the time of bill submission for payment to be made.
- Penalty if any, will be imposed as per Annexure 13: Penalty

3) **FOR PAYMENT ON ITEM INSTALLATION:**

Balance 30% payment will be made after complete installation of all items as per the following process:

- 1) Vendor has to install the ordered items and will prepare **installation report** for each District Court/Taluka Courts as per the Purchase Order and get it signed by the concerned **Nodal Officer**.
- 2) Based on these installation reports, the Vendor will further prepare a **consolidated installation report** consisting of serial no. of each ordered and installed item, location of installation, date of installation, etc. Please refer to format attached below. **This consolidated installation report will be District-wise only.**
- 3) The Vendor will submit all **original installation reports**, which would include District/Taluka/City Courts under the jurisdiction of a particular District Court to the District Head Quarter.
- 4) The consolidated installation report will be duly signed with date and stamped by:

The Principal District & Sessions Judge and Nodal Officer(s) identified by Principal District Judge.

5) Vendor will submit the following documents :-

- I. Three copies of **consolidated installation reports** along with Original consolidated installation report at the Jharkhand High Court,
- II. **Original Installation reports** to the concerned Principal District Judge
- III. One DVD/CDROMs at The Jharkhand High Court along with bills.
- IV. **FOR PART PAYMENT of 30% AGAINST INSTALLATION IN CASE OF MULTI-LOCATION SITES AND SITE NOT READY CASES**
 - a. In case, it is a multi-location Purchase order say PO No 12345 and locations are Site A , Site B... and Site Z and ALL SITES

ARE READY for installation, Vendor will raise a single invoice for PO No 12345 and payment will be released by the Jharkhand High Court taking into account the installation schedule. For calculating penalty if any, each site will be treated as a separate independent case and penalty will be imposed on the pro-rata value of the site PO.

- b. In case, it is a multi-location purchase order say PO No 12345 and locations are Site A , Site B... and Site Z and SOME sites are NOT ready for installation, Vendor will obtain the Site Not Ready (SNR) certificate duly signed and stamped from the concerned Principal District Judge for all those sites which are not ready. Vendor will be in constant touch with the concerned Principal District Judge to know the status of SITE READINESS. Vendor is supposed to finish the installation work within 15 days from the date of intimation of SITE READINESS. Vendor will raise a single invoice for all the remaining sites where site not ready reported earlier and no Penalty is applicable in such cases provided all the documents are in order. However, if Vendor fails to install within 15 days of such intimation, penalty will be imposed site wise and on pro-rata value of site PO.

V. However it is emphasized that the balance payments against installation (30%) will be done only in two parts

1. 1st Part – For locations where installation is complete in all respect site wise
2. 2nd Part – Balance amount after installation in all remaining sites where site not ready reported earlier.
3. In the case of delay in installation, penalty will be charged site wise i.e for each delayed site, the penalty will be charged on the number of days installation is delayed.

CONSOLIDATED PROOF OF INSTALLATION REPORTS AT DISTRICT COURT,(NAME)

Purchase Order No. :-			Purchase Order Date :-			
Sr. No.	Court Complex Name & Address	Item Name	Serial No. of the Item	Date of Installation	Name of the Nodal Officer	Remarks

All items have been delivered & successfully installed at each site as per the purchase order.

(Sign & Stamp)
Principal District Judge

(Sign & Stamp)
Nodal Officer

(Sign & Stamp)
Vendor Representative

Please ensure that signatures are taken on each page of the consolidated report.

Annexure 15: Security Deposit/Performance Bank Guarantee

- I. Security deposit/Performance Bank Guarantee: At the time of Bill Submission have to be made in form of Bank Guarantee for the amount and period mention below to be submitted in the name of “The Registrar General, High Court of Jharkhand, Ranchi”

Sr. No.	Item	Value
1	Validity	Valid for a period of 65 months from the date of first Purchase Order.
2	Instrument	One single Deposit in the form of Bank Guarantee
3	Amount	Equivalent to 10% of the value of the Purchase Order.

C	Technical
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Annexure 16: Technical

Sr. No.	Items Description with configuration	Annexure (Sub- Part)
1	8 port 10/100/1000 Mbps & 2 port 10/100/1000 Mbps/SFP port, wire speed, SNMP Managed, Full Duplex, Layer 2 Switch	Main Technical MT.01
2	24 port 10/100/1000 Mbps & 4 SFP port, wire speed, SNMP Managed, Full Duplex, Layer 2 Switch	
3	Supply & Installation of a) 1000 BaseT SFP transceiver	
4	Supply & Installation of b) 1000 – SX SFP transceiver	
5	Supply & Installation of c) LC Connectors 1000 – LX/LH transceivers.	
6	Supply & Installing of Cat6 cable casing, caping etc per meter	
7	Supply & Installation of 24 port patch panel & Terminate of UTP cables on patch panel with wire manager.	
8	Supply and Installation of Information outlets and termination of CAT6 cable on I/O with 5 years warranty	
9	Supply and Installation of 3 feet patch cord	
10	Supply and Installation of 10 feet work	
11	Supply & Installation of Null Mount Rack 6 U with accessories	

Annexure 17: Main Technical MT.01

Specifications

Item : Local Area Network (LAN) Active Items

Sr. No.	Items	Detailed Specification
1	8 port 10/100/1000 Mbps & 2 port 10/100/1000 Mbps / SFP port, wire speed, SNMP Managed, Full Duplex, Layer 2 Switch	<p>8 ports of 10 BaseT/ 100 BaseT/1000TX on UTP with 2 port 10/100/1000BaseT / SFP-based Gigabit port for uplink, autosense and auto negotiation, full duplex, Compliance to IEEE 802.3 (10BaseT), IEEE 802.3u (100BaseTX) & IEEE 802.3z (1000BaseSx/LX/T) standards, with following features Compliance to IEEE 802.3x standards for full duplex support on 10BaseT, 100 BaseTx & 1000BaseT ports Switching Bandwidth 10 Gbps, The switch should have IPV4 & IPV6 support from day one Inbuilt SNMP module supporting SNMP v1,v2,v3 RMON support Indicators for per port status, system status, power & bandwidth utilization IEEE 802.1D compliant Spanning tree protocol IEEE 802.1Q compliant VLANs support (Port & MAC/tag based) VLAN > 250 IEEE 802.1p compliant prioritization In band management support via SNMP, WEB browser & Telnet Support for External RADIUS /TACACS for console access restriction and authentication MAC address based security support Support IPV6security like RA guard, DHCPv6 guard, ipv6 binding integrity guard Switch should support port security, DHCP snooping, dynamic arp inspections Traffic management support based on MAC source / destination address & IP source /destination address Support for IGMP snooping & Port aggregation / Trunking Support QoS for egress and ingress traffic Compliance to 802.1X port level authentication, Port based ACLs & support NTP Power requirement 240</p>

		<p>VAC, 50 Hz, Operating temperature 0 to 45 degree centigrade, Operating humidity 10% to 85 % (non condensing), UL & IEC safety certifications, FCC/EN Electromagnetic Emission certificates, MTBF 6 years IPv6 ready logo with day one</p>
2	<p>24 port 10/100/1000 Mbps & 4 SFP ports, wire speed, SNMP Managed, Full Duplex, Layer 2 Switch</p>	<p>24 ports of 10 BaseT/ 100 BaseTX on UTP & 4 SFP gigabit ports for uplink ,autosense and auto negotiation, full duplex Compliance to IEEE 802.3 (10BaseT), IEEE 802.3u (100BaseTX) & IEEE 802.3z (1000BaseSx/LX/T) standards, with following features Compliance to IEEE 802.3x standards for full duplex support on 10BaseT, 100 BaseTx & 1000BaseT ports Switching Bandwidth 56 Gbps, The switch should have IPV4 & IPV6 support from day one Inbuilt SNMP module supporting SNMP v1,v2,v3 RMON support Indicators for per port status, system status, power & bandwidth utilization IEEE 802.1D compliant Spanning tree protocol IEEE 802.1Q compliant VLANs support (Port & MAC/tag based) VLAN > 250 IEEE 802.1p compliant prioritization In band management support via SNMP, WEB browser & Telnet Support for External RADIUS /TACACS for console access restriction and authentication MAC address based security support Support IPV6security like RA guard, DHCPv6 guard, ipv6 binding integrity guard Switch should support port security, DHCP snooping, dynamic arp inspections Traffic management support based on MAC source / destination address & IP source /destination address Support for IGMP snooping & Port aggregation / Trunking Support QoS for egress and ingress traffic Compliance to 802.1X port level</p>

		<p>authentication, Port based ACLs & support NTP Power requirement 240 VAC, 50 Hz, Operating temperature 0 to 45 degree centigrade, Operating humidity 10% to 85 % (non condensing), UL & IEC safety certifications, FCC/EN Electromagnetic Emission certificates, MTBF 6 years</p> <p>IPv6 ready from day one with logo</p>
3	SFP transceiver with LC connectors for above switches	<p>SFP based Gigabit UTP and Fiber transceiver</p> <p>A) 1000 BasedT SFP transceiver. B) 1000-SX SFP transceiver. C) 1000-LX/LH SFP transceiver.</p>
4	Supply & laying of Cat 6 cable capping with flat casing or conduiting(1", 2", 3" size), etc per meter	Cat 6, TIA/EIA 568-C.2CUL Certificate should be submitted
5	Supply & Installation of 24 port patch panel & Termination of UTP cables on patch panel with wire manager.	Cat 6, TIA/EI module PCB board
6	Supply and Installation of Information outlets and termination of CAT 6 cable on I/O with 5 years warranty	I part which shutter white material ABS/Plastic UL-94V-0.
7	Supply and Installation of 3 feet patch chord	Cat 6, TIA/EIA 568e.2
8	Supply and Installation of 10 feet pach chord work	Cat 6, TIA/EIA 568e.2
9	Supply & Installation of wall Mount Rack 6 U with accessories	Rack Should have cooling fans provided for better ventilation PDU 6 x 5 amp and 1.5 meter feed cable and 3 pin plug
10	Supply and Installation of wall Mount 9 U with accessories	Rack Should have cooling fans for better ventilation PDU 6 x 5 amp and 1.5 meter feed cable and 3 pin plug.

Annexure – 18 : Delivery and Installation Schedule

Vendor should deliver & Install LAN Components in the District and Subordinate Courts in the States of Jharkhand, within **five weeks** after acceptance of Purchase Order. A List of District Courts where LAN work has to be executed is enclosed herewith as at “**Annexure - 25**”.

D	Financial
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Annexure – 19 : Financial

1	Annexure- MF.01A	Financial Bid for Submission of Gross Total Value of Annexure : MF.01B
2	Annexure- MF.01B	Detailed Financial Bid for Annexure : Main Technical MT.01

Annexure – 20 : MF.01A

Financial Bid for Submission of Gross Total Value of Annexure: Main Technical MT.01.

Prices should be quoted in Indian Rupees and indicated both in figures and words. Price in words will prevail, in the event of any mismatch.

Grand Total Value (GTV) of Annexure MF.01B (in Rs.) i.e., Value of 'X'	X
(Rupees _____.) in words	

Note: Please ensure that the Grand Total Value given in Annexure MF.01A must match the Grand Total Value given in Annexure MF.01B.

Date :-

Authorized Signatory

Place :

SEAL

Name :-

Annexure – 21 : MF.01B

Financial Bid for all Items as per Annexure: Main Technical MT.01, Annexure Optional Technical: OT.01

1. Prices in Financial Bid should be quoted in the following format, as per the specifications in respective Annexures.
2. All prices should be quoted for **Five-year warranty**
3. Prices should be quoted in Indian Rupees and indicated both in figures and words. Figures in words will prevail.
4. Quoting incredibly low value of items with a view to subverting the Tender process shall be rejected straight away and EMD of such Vendor will be forfeited.
5. Sum total of all taxes to be given in Column 5 (Taxes). The details of all the tax types and value in percentage to be provided separately in the table below.

Sr. No.	Item Description	Unit Price (Rs.)	Excise Duty (Rs.)	Taxes (Rs.) *	Unit Price (All inclusive)with five years warranty (Rs.)
1	2	3	4	5	6=3 + 4 + 5
1	8 port 10/100/1000 Mbps & 2 port 10/100/1000 Mbps/SFP port, wire speed, SNMP Managed, Full Duplex, Layer 2 Switch				
2	24 port 10/100/1000 Mbps & 4 SFP port, wire speed, SNMP Managed, Full Duplex, Layer 2 Switch				
3	Supply & Installation of a) 1000 BaseT SFP transceiver				
4	Supply & Installation of b) 1000 – SX SFP transceiver				

5	Supply & Installation of c) LC Connectors 1000 – LX/LH transceivers.				
6	Supply & laying of Cat 6 cable capping with flat casing or conduiting (1", size), etc per meter				
7	Supply & laying of Cat 6 cable capping with flat casing or conduiting (2" size), etc per meter				
8	Supply & laying of Cat 6 cable capping with flat casing or conduiting (3" size), etc per meter				
9	Supply & Installation of 24 port patch panel & Termination of UTP cables on patch panel with wire manager.				
10	Supply and Installation of Information outlets and termination of CAT 6 cable on I/O with 5 years warranty				
11	Supply and Installation of 3 feet patch chord				
12	Supply and Installation of 10 feet patch chord work				
13	Supply & Installation of wall Mount Rack 6 U with accessories				
14	Supply and Installation of wall Mount 9 U with accessories				
GRAND TOTAL VALUE (GTV) in Rs.					'X'

NOTE:- Actual Quantity of Switches and LAN Components will be given later after survey.

1. Unit Price should include packing, forwarding, freight, insurance, installation, configuration, commissioning, warranty or any other charges.
2. All fields in the financial bid format are mandatory.
3. *Details of Taxes to be entered here :--

Sr. No.	Tax Type	Value (In Percentage)

Date :-

Authorized Signatory

Name :-

Place :

Annexure – 22

Format for Affidavit of Self Certificate regarding Domestic Value Addition in quoted items on Rs. 100/- Stamp Paper.

Date:

I _____ S/o, D/o, W/o _____ resident of
_____ do hereby solemnly affirm and declare as
under.

That I will agree to abide by the terms and conditions of the policy of the Government of India issued vide notification No. 8(78)/2012-IPHW dated 10/02/2012.

That the information furnished hereinafter correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring agency or any authority so nominated by the Department of Electronics and Information Technology, Government of India for the purpose of assessing domestic value addition.

That the domestic value addition for all inputs which constitute the quoted item(s) has been verified by me and I am responsible for the correctness of the claims made therein.

That in event of the domestic value addition of the quoted product(s) is found to be incorrect and not meeting the prescribed domestic value addition norms, based on assessment of an authority so nominated by the Department of Electronics and Information Technology, Government of India for the purpose of assessing domestic value addition. I will be disqualified from any Government Tender for period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all the conditions referred to in the notification No. 33(3)/2013-IPHW dated 23/12/2013 and 22/05/2014, wherein preference to domestically manufactured electronic products in Government procurement is provided and that the procuring agency is hereby authorized to forfeit and adjust my EMD and other security amount toward such assessment cost and I undertake the balance, if any, forthwith.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available to any statutory authorities.

- 1.Name and details of domestic manufacture (Registered office, manufacturing unit location, nature of legal entity)
- 2.Date on which this certificate issued
- 3.Electronic Product for which the certificate is produced
- 4.Procuring agency to whom the certificate is furnished
- 5.Percentage of domestic value addition claimed
- 6.Name and contact details of the unit of the manufacturer
- 7.Sale price of the product
- 8.Ex-factory price of the product
- 9.Freight, insurance and handling
- 10.Total Bill of Material
- 11.List and total cost value of inputs used for manufacture of the domestic product
- 12.List and total cost value of inputs which are domestically sourced. Please attach the certificate from supplier, if the input is not in- house
- 13.List and total cost value of inputs imported, directly or indirectly.

For and on behalf of ___(Name of firm/entity)

Authorized Signatory (To be duly authorized by Board of Directors)
<Insert Name, Designation and Contact No.>

E	Document Lists / Check- list to submitted
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Annexure – 23 : Enclosures Check-list

(To be submitted properly numbered and indexed along with signatures of the authorized representative of quoting Vendors).

Sr. No.	Description	Compliance (Y/N)	Refer Page No. in the Bid
1	For– EMD		
For - Eligibility Criteria			
2	Information as per Annexure : Eligibility Criteria		
3	Information as per Annexure : Support		
4	Authorization letter for submission of quotation by the authorized signatory (with signature duly attested by the Company's Director / CEO) on a stamp paper. Proof of Authorized Signatory in the form of Power of Attorney / Board Resolution		
For -Technical Bid			
5	Original catalogue of the products quoted.		
6	Necessary detailed technical write up highlighting features of the systems offered.		
7	Reports published in journals comparing the offered product with other similar products.		
8	Information on future planned upgrade path and compatible products along with anticipated time frame.		
9	List of important installation site having same equipment as quoted in the technical bid.		
10	List of service centers located in the States of Jharkhand.		
11	For all the quoted items, Make and Model should be mentioned in the technical bid along with complete details.		
12	Unpriced Bill of Material along with part numbers, Make and Model for each item quoted.		
13	Certificate to the effect that the offered/quoted products conform to the Tender specification		
14	Any other document which the Vendor may feel necessary to support the product/bid.		

Total No. of Pages in the bid, all sequentially numbered			
For – Main Financial Bid			
15	Financial bid as per Annexure-MF.01A		
For - Detailed Financial Bid			
16	Financial bid as per Annexure-MF.01B		

Annexure – 24 : Blank Technical verification Data Sheets (TVDS)

TENDER No.		PROJECT NAME : e-Courts Project		VENDOR NAME :		
	ITEM NAME	Sr. No.	MAKE	TYPE / SIZE	MODEL	System Category
1	8 port 10/100/1000 Mbps & 2 port 10/100/1000 Mbps / SFP port, wire speed, SNMP Managed, Full Duplex, Layer 2 Switch					
2	24 port 10/100/1000 Mbps & 4 SFP ports, wire speed, SNMP Managed, Full Duplex, Layer 2 witch					
3	SFP transceiver with LC connectors for above switches					
4	Cat6 cable caping with flat casing or conduiting(1", 2", 3" size), etc per meter					
5	24 port patch panel & Terminate of UTP cables on patch panel with wire manager. .					

6	Information outlets and termination of CAT6 cable on I/O with 5 years warranty					
7	3 feet patch cord					
8	10 feet patch cord					
9	Null Mount Rack 6 U with accersories					
10	Null Mount Rack 9 U with accersories					

ANNEXURE-25 LIST OF DISTRICT COURTS

List - 1

Sl No.	District Courts
1	Bokaro
2	Chaibasa
3	Chatra
4	Deoghar
5	Dhanbad
6	Dumka
7	Garhwa
8	Giridih
9	Godda
10	Gumla
11	Hazaribag
12	Jamshedpur
13	Jamtara
14	Khunti
15	Koderma
16	Latehar
17	Lohardaga
18	Pakur
19	Palamau at daltonganj
20	Ramgarh
21	Ranchi
22	Sahibganj
23	Seraikella- Kharsawan
24	Simdega