

SUPREME COURT OF INDIA
ADMN. MATERIALS (P&S)

No. 33/LAN/17/SCI(AM)

Dated : 4th July, 2019

Last date of Tender : 26-07-2019

NOTICE INVITING TENDER
RATE CONTRACT FOR LOCAL AREA NETWORK(LAN)/NETWORKING WORK
FOR A PERIOD OF 02 YEARS

Sealed tenders are invited, **as per the Proforma enclosed herewith at Annexure-A'** for Rate Contract for **LOCAL AREA NETWORK(LAN)/NETWORKING WORK** from reputed firms/dealers for the Residential Offices of the Hon'ble Judges of the Supreme Court of India and in the Supreme Court Registry for a period of 02 years as and when required.

Interested parties, if so desire, may contact Branch Officer, Admn. Material (Tel. 011-23112235 / 011-23111483) on any working day between 10.30 AM to 4.30 PM (except on Saturday and holidays) for further information regarding the following items before quoting the rates :

S.No.	Name of the items
1.	CISCO Wifi Switches
2.	Cat-6 Cable D-Link
3.	8 Port Hub-D-Link
4.	16 Port Hub-D-Link
5.	RJ 45 Connectors
6.	I/O with single port face plate & Gang Box
7.	I/O with double port face plate & Gang Box
8.	Charges for laying CAT6/OFC cables (per meter)
9.	LAN I/O punching
10.	TP-Link Wifi Routers

Contd...2/-

S.No.	Name of the items
11.	PVC Channel 1.5”
12.	PVC Channel 1.0”
13.	PVC Channel 0.5”
14.	PVC Channel 0.25”
15.	OFC Splicing
16.	OFC 1G Module
17.	OFC 10G Module
18.	Fiber Patch Cord (SC-SC)
19.	Fiber Patch Cord (SC-LC)
20.	Fiber Patch Cord (LC-LC)
21.	Two Resident Engineers

A. TENDER

1. Two separate sealed envelopes should be used for submitting (i) **“Earnest Money for Rate Contract of LAN”** and (ii) **“Financial bid for Rate Contract of LAN”**
2. Tender may be sent by post sufficiently early so as to reach the Registry within time, or may be delivered to the undersigned. If tender is sent through Messenger, an authority letter from the tenderer with proof of identity may also be given to the Messenger so that he/she could show the same along with his/her own identity proof to the Reception Officer at Reception Counter No.42 for issuance of entry pass.
3. The tenderers are expected to examine all the instructions, Proforma's terms and conditions and specifications in the tender documents. Failing to furnish all information required by the tender document in every respect will be at the tenderer's risk and may result in rejection of the tender.

Contd..3/-

4. The tender must be received not later than the date and time specified for submitting the same. In case, the date of submitting the tender will be declared as holiday by the Government of India then next working day of the Registry will be treated as due date of the tender.

B. TERMS AND CONDITIONS OF TENDER

5. The tenderers are required to quote their lowest rates per unit for the above mentioned items with Two Resident Engineers for a period of 02 years and discount, if any, percentage of GST, delivery period etc.. as per **Annexure-'A'** enclosed.

6. The tenderers are required to send their tenders along with a **Demand Draft of Rs. 10,000/- (Rupees Ten Thousand only) drawn in favour of “The Registrar (Admn.), Supreme Court of India, New Delhi” as Earnest Money**, (Name of the firm, telephone number and name of item may be written on the reverse side of the Demand Draft). Earnest Money Deposit would be returned by way of RTGS/NEFT or cheque after the contract has been finally awarded to the successful tenderer.

7. Tenderers having valid NSIC or MSME certificates shall be exempted from depositing earnest money. However, the same must be furnished along with tender in Earnest Money sealed envelop.

8. The rates should be valid for a period of two year from the date of awarding the contract.

9. Hypothetical or conditional Tender will not be entertained. Tender once submitted shall not be allowed to be withdrawn or altered. If the tender is withdrawn or altered by the concerned party at any time after it is submitted, appropriate action will be taken *which may include confiscation of EMD or/and also debarring the tenderer for future participation.*

10. The Registry will deal with the tenderer directly and no middleman/Commission agents etc. should be asked by the tenderer to represent the cause and they will not be entertained by the Registry.

Contd..4/-

11. Over-writing / over-typing or erasing of the figures which render it doubtful or ambiguous are not allowed and shall render the tender invalid.
12. The Registry reserves the right to make any change, at any time, in the terms and conditions of the Notice Inviting Tender and accept or reject any or all tenders wholly or partly without assigning any reason thereof.
13. The tenderer shall quote rates both in figures and words with blue/black ball pen.
14. All the pages of quotation including the documents submitted therewith must be duly *numbered*, signed and stamped failing which the offer shall be liable for rejection.
15. It is not binding on the part of the Registry to accept the lowest tender.
16. The tenderer should submit proof of his domicile in Delhi-NCR along with address of the office.
17. The tenderer should have a **well established workshop/infrastructure** and must possess minimum three years experience in any reputed organization including Government Offices.
18. Each tenderer has to certify that all the terms and conditions are acceptable to him. The *EMD* shall stand forfeited in case of breach of any of the conditions.
19. During the subsistence of contract in case of breach of any conditions or deficiency in service, the Registry has a right to terminate the contract and to entrust the work to another contractor. The loss, if any, sustained by the Registry on that account will be recovered from the tenderer.

C. TERMS & CONDITIONS OF THE SUCCESSFUL TENDERER

20. The successful tenderer shall have to give **Performance Security Deposit of Rs.50,000/- (Rupees Fifty Thousand only)** by way of Bank Guarantee within a week from the date of awarding of contract, in favour of “The Registrar (Admn.), Supreme Court of India, New Delhi.” . The Bank Guarantee will be released after two months of the successful completion of the contractual period or payment of the last bill, whichever occurs later.
21. If the successful tenderer abandons the contract prematurely, or fails to perform his part of contract, the security deposit or any part thereof will be liable to be forfeited.
22. The rates so quoted should be valid for a period of two years from the date of awarding of Contract. The LAN work will be required to be done at different intervals during the Contractual Period as and when required. Rates quoted shall include costs of commuting and no separate traveling charges shall be admissible.
23. The payment will be made on quarterly basis after satisfactory report of the concerned officers/users and completion of the LAN work without payment of any advance amount.
24. The LAN works/Networking are required to be **carried out within 03 days** on receipt of the Purchase/Work Order as and when required, in case the work is not done within the stipulated time and the Registry is forced to make purchase from outside to meet the urgent demand, the tenderer will have to make payment of the loss caused to the Registry because of the price difference.
25. The successful tenderer would take up any reported **fault within an hour on-site itself** even at odd hours and during holidays and shall rectify the fault *at the earliest possible*. No TA will be given.

Contd..6/-

26. The tenderer shall maintain the equipment as per manufacturer's guidelines and shall use only standard/compatible/equivalent components for replacement. The original specification/characteristics/features of the item shall not be changed without prior intimation to the Supreme Court of India.

27. The tenderer shall comply with all relevant and existing Labour Legislation and Acts such as Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, Workmen's Compensation Act, Payment of Wages Act, Provident Fund, ESI Act etc. as applicable or framed by the Government of NCT of Delhi or Government of India, or any other Statutory Authority. For any breach or lapse on the part of tenderer in respect of non compliance of any labour legislation in force during the validity of the Contract, the tenderer would be fully responsible and would indemnify the Registry, in case the Registry is held liable for the lapse on the part of the tenderer. The tenderer must submit an Undertaking towards compliance of all Labour Laws **(Annexure-C)**.

28. The successful tenderer shall undertake/ensure that the character and antecedents of each individual employee deployed by them have been got verified by the Police Authorities and record be maintained to this effect and further shall be verified from time to time so far.

29. At least **Two (02) Resident Engineers shall be made available by the firm** and he will be required to report for work to the Branch Officer, Computer Cell on all working days from 9.00 a.m. to 6.00 p.m.

30. If the work is found unsatisfactory or the visit of skilled technician to the office is not regular, the contract can be terminated by the Registry at any time without assigning any reason therefor. The decision of the Registry in this regard shall be final and binding on the firm.

31. Complaints are to be attended to even on Sundays/Holidays and before/after office hours also as and when complained.

32. The successful tenderer shall ensure that the personnel so deployed should maintain due decorum as well as prohibit its personnel on duty from smoking or lighting fire within the premises where they are deployed and also restrain them from collaborating or mixing up with any outside element or with the worker/staff of the Advocates, etc.

33. The Registry shall have no liability, financial or otherwise, for any harm/damage/injury incurred by the personnel deployed by the successful tenderer in the course of performing of the work. Neither the successful tenderer nor his workers shall have any claim on this Registry for right of employment, compensation or financial/non-financial assistance on this account.

34. On expiry of the contract period of 02 years, the tenderer will have to handover the items in perfect working condition to Supreme Court of India failing which it shall be open to Supreme Court to get the items repaired from anywhere at the cost and risk of the tenderer and the expenses incurred by Supreme Court in this regard shall be deducted from the security deposit and outstanding dues, if any, of the tenderer. If the amount of security deposit and/or outstanding bills is found inadequate, the balance amount shall be payable by the tenderer to Supreme Court of India, which shall be entitled to recover it from him. The decision of the Registrar, Supreme Court of India in this regard shall be final and binding upon the tenderer.

D. PENALTIES

35. The Registry reserves the right to terminate the contract at any time during the subsistence of contract, in case of breach of any condition, or deficiency in service, and to entrust the work to another dealer/vendor and to recover the loss, if any sustained by the Registry from the tenderer.

36. The work executed by the firm should be to the satisfaction of the concerned officer/users where work has to be executed. If the same is not found satisfactory, the firm will have to do the job again at its own cost. The decision of the concerned officer and of the Registry in this regard will be final and unassailable and binding on the tenderer.

37. If the job not done within stipulated period and the Registry is forced to get it done from open market at higher rates, the tenderer will have to make payment of the loss caused to the Registry.

38. Irrespective of the fact as to whether or not the Registry gets the job done from outside, the Registry may impose penalty of one percent of the total cost per week for delayed job subject to maximum penalty of 10 % of the total Contract Value, if delay is due to willful laches or negligence of the tenderer and it causes financial loss or inconvenience to the Registry.

39. Even after awarding the said contract, the Registry reserves the right to terminate the same at any point of time during the contract period, if services of the successful tenderer are not found satisfactory.

40. In case of default of any of the conditions stated above by the successful tenderer during the period of their contract, the security deposit shall stand forfeited without any further notice or opportunity.

E. INVITATION OF TENDER

Interested parties may send their tenders in two sealed envelopes containing (i) "Earnest Money and (ii) Tender Documents superscribing (a) " Earnest Money for Rate contract for LAN" (b) "Tender Documents for Rate contract for LAN" respectively addressed by name to the undersigned or may be handed over personally at the Registry's Reception Counter No.42 near PRO office **on or before 26th July, 2019 upto 3.00 P.M. which will be opened at 3.30 P.M.** on the same day by a Committee of Officers constituted for the purpose before the tenderers or their authorized representatives who may wish to remain present.

Contd..9/-

The tenders received after due date and/or time and/or without earnest money will not be entertained. In the first instance envelopes containing earnest money will be opened. If Earnest Money of the tenderers are found to be as per requirement, then only the Envelopes containing Tender Document will be opened.

(Basu Dev Sharma)
Additional Registrar(AM)
04-07-2019

Encl : ANNEXURE : 'A', 'B' & 'C'

**Supreme Court of India
Admn. Materials (P & S)**

No. 33/LAN/17/SCI(AM)
Dated : 04-07-2019

**PROFORMA TO BE FILLED BY THE TENDERER FOR RATE CONTRACT FOR
LOCAL AREA NETWORK/NETWORKING WORK FOR 02 YEARS**

1. Name of the Firm : _____
2. Address with Tel. No. : _____
& Fax No. _____
3. GST Registration No. : _____
3. Name of the Contact Person with : _____
Telephone/Mobile No./E-mail ID _____

4. **Rates for each ITEMS :**

S.No.	Name of the items	Price per unit/meter (Rs.)	% of GST, if any	Total net price per unit/meter (Rs.)
1.	Cisco Wifi Switches			
2.	Cat-6 Cable D-Link			
3.	8 Port Hub-D-Link			
4.	16 Port Hub-D-Link			
5.	RJ 45 Connectors			
6.	I/O with single port face plate & Gang Box			

S.No.	Name of the items	Price per unit/meter (Rs.)	% of GST, if any	Total net price per unit/meter (Rs.)
7.	I/O with double port face plate & Gang Box			
8.	Charges for laying CAT6/OFC cables (per meter)			
9.	LAN I/O punching			
10.	TP-Link Wifi Routers			
11.	PVC Channel 1.5"			
12.	PVC Channel 1.0"			
13.	PVC Channel 0.5"			
14.	PVC Channel 0.25"			
15.	OFC Splicing			
16.	OFC 1G Module			
17.	OFC 10G Module			
18.	Fiber Patch Cord (SC-SC)			
19.	Fiber Patch Cord (SC-LC)			
20.	Fiber Patch Cord (LC-LC)			
21.	Two Resident Engineers for 2 years	<u>Monthly wages per engineer</u>	<u>Yearly wages per engineer</u>	<u>Total wages for 2 years</u>

5. Whether all the terms & conditions of NIT are acceptable : Yes/No : _____ -

6. Discount, if any : _____

7. FOR : Supreme Court Registry : _____

Place :

Date :

Signature
(Name of firm with stamp)

ANNEXURE-B

UNDERTAKING

I/We undertake that (name of the company) has not been blacklisted/banned by any Government/Public Sector undertaking/Autonomous Body.

Signature of the authorised/
signatory of the firm/company
organization/official stamp/seal

Dated :

Place :

ANNEXURE-C

UNDERTAKING

I/We undertake that (name of the company)____ comply with all the Labour Laws.

I/We further undertake that (name of company)_____ comply with Minimum Wages Act, PF/ESI Act/Statutory obligations. Etc.

Signature of the authorised/
signatory of the firm/company
organization/official stamp/seal

Dated :

Place :

ANNEXURE 'B'

Subject : Undertaking of authenticity for Desktops/Laptops/Printers and UPS Suppliers

Sub: Supply of IT Hardware/Software – Desktops/Laptops/Printers and UPS

Ref: 1. Your Purchase Order No _____ dated _____
2. Our Invoice No./Quotation No. _____ dated _____

With reference to the (UPS) being supplied/quoted to you vide our invoice no./quotation no./order no. cited above, _____ We hereby undertake that all the UPS shall be original new items only, from OEM of the products and that no refurbished/duplicate/second hand components/parts/ assembly/software are being used or shall be used.

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM suppliers' at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the Desktops/Laptops/Printers and UPS without demur, if already supplied and return the money if any paid to us by you in this regard, and/or the performance security, if any produced, forfeited.

We (system OEM name) also take full responsibility of both Parts & Servers SLA as per the content even if there is any defect by our authorized Service Centre/Reseller/SI etc.

Authorized Signatory

Name:

Designation:

Place :

Date :