

High Court of Judicature at Allahabad
(Tender Notice No. : AHC/AMC/WiFi/2020)

Notice inviting tender for **Comprehensive Annual Maintenance Contract (AMC) of Wi-Fi system and accessories of Allahabad High Court** has been published on official website of Allahabad High Court at www.allahabadhighcourt.in and on official website of Department of Information and Public Relations, Uttar Pradesh.

The tender document can be downloaded from the official website of the Allahabad High Court. The bidders may visit the aforesaid websites and submit their tender in time.

Sd/-

Registrar General

04.11.2020

High Court of Judicature at Allahabad
(Tender Notice No. : AHC/AMC/WiFi/2020)

**HIGH COURT OF JUDICATURE AT ALLAHABAD,
PRAYAGRAJ (U.P.) - 211017, India.**

<http://www.allahabadhighcourt.in>



NOTICE INVITING TENDERS
FOR
COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT
OF
WI-FI SYSTEM AND ACCESSORIES
AT
ALLAHABAD HIGH COURT

High Court of Judicature at Allahabad

(Tender Notice No. : AHC/AMC/WiFi/2020)

High Court of Judicature at Allahabad invites sealed tenders in two Bid system from eligible and reputed Original Equipment Manufacturers (OEM's) and/or their authorized channel partners and/or dealers/ agents/ suppliers/ AMC providers etc. for Comprehensive Annual Maintenance Contract (AMC) of Wi-Fi system and accessories of Allahabad High Court.

The tender document can be downloaded from the official website of the Allahabad High Court at <http://www.allahabadhighcourt.in> and shall be submitted along with **tender fee (non-refundable) of Rs. 1,000/- (Rupees One Thousand only)** and **Earnest Money Deposit (EMD) @ 2% of the total Bid value** in the form of Demand Draft/ Banker's Cheque, issued by a Scheduled Bank, in favour of "**Registrar General, High Court, Allahabad**" payable at Allahabad. No interest will be paid on the earnest money deposited by the Bidder. **Bid without tender fee/ earnest money will be summarily rejected.** In case the Bidder is an Authorized Partner/ Dealer/ Service Provider etc. of Original Equipment Manufacturer (OEM), a valid Manufacturer's Authorisation Form (MAF) specific to this tender, on behalf of OEM should also be enclosed along with the Technical Bid.

The Technical Bid and the Financial Bid shall be submitted in separate sealed envelopes, superscribing on the respective envelopes "Technical Bid" and "Financial Bid". Both these envelopes should be kept in a single bigger envelope with an endorsement at the top "**TENDER FOR AMC OF WI-FI SYSTEM - NOT TO BE OPENED BEFORE 18.11.2020, 4:30 P.M.**" Interested and eligible Bidders may submit their Bid either personally or by post (registered/ speed post)/ courier to the **Registrar General, Allahabad High Court, Prayagraj, U.P. - 211017**, so as to reach the High Court **on or before 18.11.2020 by 2.30 p.m.** The High Court will not be responsible for any delay on the part of the Postal Department/ Courier. **Any Bid received after the aforesaid last date and time will not be accepted. Conditional Bids will also not be considered. The Bids submitted by fax or Email would not be considered. No further correspondence will be entertained on this matter.**

Technical Bids will be opened on the same date i.e. 18.11.2020 at 4.30 p.m. at the venue - **Conference Hall, Centre for Information Technology (CIT) building, Gate No. 8-A, Allahabad High Court, Prayagraj (U.P.)**, in the presence of Bidder's representative (only one person shall be allowed), who choose to attend Bid opening on the specified date and time. **The Financial Bids of only such Bidders who qualify the Technical Bid will be opened.** The date, time of opening of Financial Bid will be communicated separately on the official website of the High Court.

The High Court, in its sole discretion, reserves the right to reject all or any of the Bids without assigning any reason.

Sd/-
Registrar General

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1. DEFINITIONS:-

- i. "High Court" means High Court of Judicature at Allahabad and its Bench at Lucknow;
- ii. "Bidder" means the company or the firm which participates in this tender;
- iii. "service provider" means the successful Bidder;
- iv. "items/ equipment" means all the equipment, hardware, software, licenses, machinery, commodities and other materials which the Bidder is required to supply/ replace/ service/ maintain under the Bid.
- v. "Services" means all professional services; installation and commissioning activities; technical assistance; training; technical advisory; or maintenance obligations of the Bidder under the Bid;
- vi. "Bill of Quantities" hereinafter referred to as "BoQ" in the tender document;
- vii. "Comprehensive Annual Maintenance Contract" hereinafter referred to as "AMC" in the tender document - It would be the annual cost of maintenance/services/ upkeep/updation of items.
- viii. "Site of delivery/ installation/ maintenance/ services" means Allahabad High Court.
- ix. "Letter of Intent (LOI)" means the written communication to the successful Bidder of the intention of the High Court of the items/ services as per the Work Order read with the Bid document;
- x. "Work Order" means the written order signed by the High Court for the AMC of Wi-Fi system and accessories of Allahabad High Court after Letter of Intent (LOI) has been accepted by the successful Bidder. It shall include all the attachment and appendices thereto and all the documents incorporated by the reference therein.

2 - BRIEF DETAILS OF EXISTING WI-FI SYSTEM:-

- (1) The existing Wi-Fi system has been installed in the year 2017 (June, 2017). This is the first AMC proposal being invited after expiry of the onsite warranty period of 3 years on the Wi-Fi system.
- (2) The major components such as Indoor/ Outdoor Access Points (APs), Mobility Controller, Transceivers, Switches, Server etc. are of Aruba (HP Enterprise) make.

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Unified Threat Management (UTM) is of Cyberoam make.

- (3) The existing Wi-Fi network may be assumed as logically divided into 'public' and 'private' network. The public network is open to all mainly for the the lawyers/ litigants. The private network is for exclusive use of Hon'ble Judges.
- (4) The usages of internet under public network has been controlled/ restricted with some set of policies. Accessing of social networking sites, gaming sites, audio/ video download, software update etc. are almost restricted.
- (5) The private network though, has no restrictions on internet usage, Mac binding policy has been implemented, to grant access of Wi-Fi to the devices/ gadgets such as Desktop PC, Laptop, Mobile Phone, Tablet PC, iPad, iMac, MacBook etc. belongs to Hon'ble Judges, keeping in view of the security and constant speed of network.
- (6) The Backbone connectivity of the network is on Optical Fiber Cable (OFC) and networking from switches (PoE) to Access Points (Aps) is of Cat 6 UTP cable.
- (7) The Indoor/ Outdoor Access Points (APs), switches, racks, UPSs are mainly installed and functional in the Court buildings, Hon'ble Judges Chambers, Bar (advocate) buildings etc. and the Mobility Controller, Unified Threat Management (UTM)/ Firewall, server, router etc. are installed and functional on the ground floor of the Mediation building situated in the premises of Allahabad High Court.
- (8) The PoE switches have been provided power backup through 600 VA UPSs (33 nos.).
- (9) The existing Wi-Fi network is functional on a dedicated leased line of 200 Mbps bandwidth (1:1). The leased line has been taken from BSNL.
- (10) An online billing solution (software) has also been integrated with the existing Wi-Fi system though, the same is not operational at present.

3 - SCOPE OF WORK:

- (1) Comprehensive annual maintenance service shall consist of onsite preventive and corrective maintenance of the existing Wi-Fi system and accessories as mentioned (more or less) at **Annexure - I**. It will also include supply and replacement of equipment/ parts of original make as and when required. The AMC will cover all consumable and non-consumable parts/items, spares, cables (LAN/UTP cable, RJ-45 etc.), casing & piping, LAN/ network maintenance etc., unconditionally.

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- (2) The Preventive Maintenance Services should be carried out at every three months for all the equipment's covered under the AMC. The Preventive Maintenance means quarterly servicing of the equipment whether the equipment has suffered a break down or not and it would include servicing and cleaning. The report of the same should be submitted to the concerned office of the High Court.
- (3) All the devices/ components of the Wi-Fi system should be up/ functional for 24x7x365 days as defined hereunder in **clause 10 - UPTIME OF ITEMS/ SERVICES**. The service provider would be responsible for the same.
- (4) The service provider shall depute qualified service/ maintenance engineer(s) having Degree/ Diploma and minimum of 1 year working experience in the relevant field, during the working hours generally 9.00 a.m. – 6.30 p.m. Monday to Saturday to the High Court for attending day-to-day complaints/ services/ repair and maintenance. In the event of services/maintenance required after working hours or on holidays including gazetted holiday, the service provider should provide services with no extra charges. In case of unsatisfactory performance, the service provider has to replace the existing engineer within 3 days of time.
- (5) The service engineer(s) to be deputed for carrying out maintenance and repairs should possess knowledge in the relevant field and shall be well versed in solving day-to day problems encountered in the Wi-Fi system and accessories and shall also be capable of installing the relevant software and configuration of Networking/ Wi-Fi system. He (they) shall be well versed with equipment/ maintenance/ repair. He (they) shall also be equipped with all maintenance kits comprising tool box, multi-meter, tools (both hardware and software) etc. for analyse and troubleshoot the Wi-Fi network and any other tools required for carrying out such services.
- (6) The AMC provider shall provide new and original spare parts, assemblies and subassemblies in place of such items, which develop defects/suffer breakdown during the period of AMC.
- (7) The complaint should be attended immediately of receipt of call. The service provider has to ensure that the problem reported and or equipment fault developed in the items under the AMC is resolved/ rectified promptly. If the service provider fails to do so, the damages as per **clause 11 - DAMAGES** for not maintaining the required uptime shall have to be paid by the service provider.
- (8) In case an equipment/ item/ part is being taken out for repairs/ servicing to company's premises/ service centre, the service provider shall provide standby equipment/ item/ part and will take prior permission of High Court before

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taking the equipment/ item/ part out. The equipment/ item/ part being taken to the workshop for repair would be at service provider own risk and expenses.

- (9) In case of any defect(s)/failure of item(s)/equipment(s) that seems not be rectified/repared promptly and needs time to get it uninstalled/rectified/ repaired or replaced by a specialised service engineer/ service centre, in such a case, the service provider shall provide stand-by system to restore the services immediately for the time being the issue get resolved. Otherwise, High Court reserve the right to get the system rectified from any other source(s) and cost to this effect will be recovered from quarterly bill and/or from the security deposit and/or to be paid by the service provider.
- (10) Where any items/ parts/ components need replacement, the same shall be replaced with same make, specification of items/component/part. In case the brand/model has become obsolete, the same shall be replaced with same or superior quality of the items/parts/components and should carry at least one year onsite comprehensive warranty.
- (11) Call Reports should be prepared/ submitted after attending each call. Also, the service provider shall submit monthly reports to the High Court, stating the complete list of call reported/ resolved and status of the Wi-Fi system.
- (12) The service provider shall provide the backup spare, if required; no extra charge will be paid for the same.
- (13) In case any shifting and re-installation/re-fixation of Access Points, Switches, racks, UPSs etc. as and when required shall be carried out by the service provider without any additional charge.
- (14) Whether a defective item or component is to be repaired or replaced shall be at the discretion of the the service provider to the satisfaction of the High Court.
- (15) Renewal of license(s) (expired recently) of Cyberoam make Unified Threat Management (UTM)/ firewall atleast for 1 year or upto the entire period of AMC, in case AMC extends further.
- (16) The service provider shall maintain the whole Wi-Fi system and accessories in good working condition till the end of the AMC tenure and handover all inventory in good working condition to the next service provider/ High Court, in case the AMC is not extended or is expired.
- (17) The renewal charges of the existing leased line (bandwidth charges) and license of Router (01 no., Cisco make installed by the current ISP BSNL for functioning of the leased line being not is use at present) have **not to be covered under the**

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scope of AMC.

4 - GENERAL TERMS AND CONDITIONS:

- (1) The Bidder shall carefully examine and understand all the forms, instructions, terms & conditions, specifications etc. of the tender document to ensure that they have understood all specifications/conditions of the tender document. Failure to furnish the information required as per the tender document or submission of Bids not substantively responsive to the tender document shall be summarily rejected.
- (2) The Bidder should either be a Company registered/ incorporated under the Companies Act or a Firm registered under the Indian Partnership Act, 1932 or under the Limited Liability Partnership Act.
- (3) Bidders are required to submit authorization letter to the signatory of the Bid by the competent authority of the Bidder, to participate in this Bid.
- (4) The Bidder should have been in the business of Wi-Fi system and accessories sell/ repair/ maintenance services etc. in India for at least the last 3 years. Bidder shall submit proof in support thereof.
- (5) It is compulsory for the Bidder to Bid for entire solution as required in the tender.
- (6) Preference may be given to the Bidder having ISO 9001:2000 or latest certification.
- (7) The Bidder must have an annual turnover of not less than Rs. 50 Lakhs (Rupees Fifty Lakhs) in any two years of the preceding three Financial Years (i.e. FY 2017-18, 2018-19 and 2019-20) and the audited balance sheet of the relevant period is required to be submitted by the Bidder.
- (8) The average financial turnover during the last three consecutive financial years (i.e. FY 2017-18, 2018-19 and 2019-20) should be atleast Rs. 5 Lakhs per year for similar works.
- (9) Bidding by more than one company which joins with other companies of complementing skills to undertake the scope of work defined in this tender forming a consortium is not allowed. However, Bidding can be done by the parent company along with its subsidiary company or by the subsidiary company along with its parent company.
- (10) The Bids have to be submitted sealed in Two Bid System, in the proforma

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prescribed for the “Technical Bid” and the “Financial Bid”. Bids not submitted in the prescribed proforma or Bids which are incomplete are liable to be rejected.

- (11) Each tender is required to be accompanied with a Demand Draft/ Banker's Cheque of **Rs. 1,000/- (Rupees One Thousand only)** as a **Tender Document Fee (non-refundable)** and a Demand Draft/ Banker's Cheque of **2% of the total Bid value**, as an **Earnest Money Deposit (EMD)**, issued by any Scheduled Bank, drawn in favour of the **Registrar General, High Court, Allahabad, payable at 'Allahabad'**. **Bid without tender fee/ earnest money will be summarily rejected.** The EMD will be refunded to the unsuccessful Bidder(s) without any interest on a request made by it after selection of the successful Bidder.
- (12) The Bidder should preferably have an office in Prayagraj/ Lucknow or in the State. The Bidder should preferably have their service/ spares centre in Prayagraj/ Lucknow or in the State, details of the same should be enclosed.
- (13) The High Court reserves the right to increase or decrease the specified quantities of items/ services etc. specified in the tender.
- (14) Canvassing in any form in connection with the tender is strictly prohibited and will disqualify the Bidder.
- (15) The Bids of Bidders blacklisted by the Central Government/ State Government or instrumentalities thereof shall not be considered. The Bids of the Bidders/ their Partners/ Directors/ Agents against whom any criminal case is pending before any Court shall also not be considered. A self-declaration on the company's letter head stating that the Bidder is neither blacklisted by the Central Government/ State Government or instrumentalities thereof nor any criminal case against the Bidder/ its Partners/ Directors/ Agents is pending before any Court shall be submitted by the Bidder in the Bid.
- (16) Financial Bid must be in Indian Rupees Only.
- (17) The Bidder is required to quote for the complete BoQ. Partial quote are liable to be rejected.
- (18) Technical Bids will be opened on **18.11.2020 at 4.30 p.m.** at the venue **Conference Hall, Centre for Information Technology (CIT) building, Gate No. 8-A, Allahabad High Court, Prayagraj (U.P.)**, in the presence of Bidder's representative (only one person shall be allowed), who choose to attend on the specified date and time. The Financial Bids of only such Bidders who qualify the Technical Bid will be opened. **The date & time of opening of Financial Bids will be uploaded separately ONLY on the official website of the Allahabad High Court.**

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- (19) The rates are to be quoted in the Proforma enclosed herewith. No figures or words should be overwritten. Overwritten figures or words should be cancelled and re-written under full signature of the authorized signatory. Bids that do not fulfil this condition will not be considered.
- (20) The Bidder shall bear all costs associated with the preparation and submission of its Bid, the High Court will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.
- (21) At any time prior to the deadline for submission of Bids, the High Court may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding documents by amendment(s). These amendments would be uploaded **ONLY** on the official website of Allahabad High Court (<http://www.allahabadhighcourt.in>) and all prospective Bidders are expected to visit the website before submitting their Bids to take cognizance of the amendments, if any.
- (22) Incomplete tenders in any respect will be summarily rejected.
- (23) Price shall be written both in figure and words in prescribed form, where there is difference between rate quoted in words and figures, the rate quoted in words shall prevail.
- (24) Any taxes or statutory levies payable should be quoted separately in the Financial Bid otherwise quoted price will be treated as all inclusive and the High Court shall have no liability to pay these charges extra.
- (25) Each page of the offer shall be numbered and bear the signature and stamp of the Bidder at the bottom. All offers shall be written neatly.
- (26) The EMD is liable to be forfeited if the Bidders withdraws or impairs or derogates the Bid in any respect or manner within the period of validity of the Bid.
- (27) The Bids once submitted cannot be modified or amended or withdrawn.
- (28) The High Court shall have right to inspect company's site to assess infrastructure before awarding the comprehensive AMC and it may reject the company in the event of dissatisfaction about company's infrastructure or otherwise.
- (29) The Bidder should have their own test and repair facility with certified engineers.
- (30) If due to administrative reasons, the venue for opening of Bids is changed, the same will be published on the official website of the High Court.

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- (31) Bid(s) not conforming to any or all the above terms and conditions will be rejected.
- (32) The successful Bidder will be required to submit their acceptance within a period of 2 days from the receipt of the Letter of Intent (LOI) issued by the High Court and thereafter execute an Agreement (contract) with the High Court on a non-judicial stamp paper of Rs. 100/- within the next 10 days. The terms of the Agreement (contract) will be framed in light of more or less the similar terms as stated in the tender document and on mutually agreed terms. A security deposit in the form of a **Performance Bank Guarantee (PBG)** of **10% of the total Work Order value**, is required to be submitted by the successful Bidder within **one week** from the date of signing of the Agreement. PBG shall be valid for a period of **not less than 14 months**, commencing from the date of start of AMC, as well as 2 months thereafter, in the prescribed proforma provided as **Annexure - II**. No interest is payable on the PBG.
- (33) In case, the successful Bidder refuses to accept the offer, his EMD will be forfeited. The Bidder selected will not be allowed to exit from the Agreement of AMC. In case they do so, the security would be forfeited and that Bidder may be black listed for future business with the High Court.
- (34) If the successful Bidder fails to furnish the Bank Guarantee, the EMD shall be liable to be forfeited.
- (35) Successful Bidder shall perform all the obligations specified in accordance with the terms and conditions laid down in the tender document.
- (36) In case the successful Bidder is not able to execute the Work as per terms, EMD/PBG may be forfeited.
- (37) Purchase Order shall be issued only after execution of the Agreement and submission of the PBG.
- (38) The service provider is required to comply with the requirements of all the Acts, Rules and Regulations etc., if any, framed by the State Government/ Central Government relating to the contract work and the High Court will not be responsible for any breach thereof.
- (39) It will be the responsibility of the service provider to ensure timely service/ maintenance/ repair etc. as indicated in the tender throughout the AMC period.
- (40) The service provider shall be solely responsible for the safety, protection and security of its service/ maintenance engineer(s) that will be deputed at High Court during the AMC period. Accordingly, the service provider shall comply faithfully

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with all pertinent laws, regulations and ordinances and shall, at his own expense, take all requisite protective measures to eliminate the occurrences of accidents, loss or damage of any kind to its personnel during the performance of his/ her duties under this tender. The service provider will pay all indemnities arising from accidents or loss of life due to the service provider's negligence and will not hold the High Court responsible or obligated. The service provider will treat as confidential all data and information about the High Court, obtained in the execution of his responsibilities, will not reveal such information to any other party without the prior written approval of the High Court.

- (41) The High Court reserves the right to cancel the contract at any time without assigning any reason and the decision of the High Court will be final and binding on the service provider. In that event, the High Court shall not be liable to pay any compensation to the service provider.
- (42) On cancellation of the contract it will be open to the High Court to award the contract to another party and the extra cost incurred by the High Court in the completion of the work, loss/damages will be recovered from the service provider.
- (43) In the event of cancellation of the contract, the High Court will also be entitled to invoke the EMD and/or PBG submitted by the service provider either in full or in part, including the institution of legal proceedings as are available in law.
- (44) The High Court may recover any amount due from the service provider by invoking the PBG either in full or in part. In such an event, the service provider shall replenish the PBG within 7 days, failing which the High Court may terminate the contract and recover the loss/ damages from the service provider.
- (45) The service provider will not outsource the work or any part thereof required to be performed under the contract to a third party under any circumstances. This violation may attract cancellation of the contract and forfeiture of all the guarantees. In such a situation, the cost differential will also be recovered from the service provider.
- (46) If the services of AMC provider are not found up to mark the performance security may be forfeited.
- (47) The contract can be terminated summarily by the High Court at any time without giving any notice and without assigning any reason, if the work of the service provider is found unsatisfactory during the AMC period. In this connection the decision of the competent authority of the High Court shall be final and binding on the service provider.
- (48) AMC may be extended further for a period of 1 year or 2 years or more on the

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same rate, terms & conditions or on mutually agreed terms subject to the satisfactory performance of the service provider during the AMC period.

(49) The detailed schematic diagram of the existing Wi-Fi system will be shared with the successful Bidder prior to commencement of AMC.

5 - AMENDMENT OF TERMS AND CONDITIONS OF BID:

- (1) The High Court reserves the right to amend/ modify any of the terms and conditions of the tender document before the last date & time of submission of Bids and such amendment(s)/ modification(s) will be published on the official website of the High Court <http://www.allahabadhighcourt.in> . The Bidders are advised to regularly visit the High Court's website for any such update.
- (2) If the situation so demands the High Court may extend the last date and time for submission of the Bid by publication of a notice on the official website of the High Court at <http://www.allahabadhighcourt.in> .

6 - BIDDING AND SELECTION PROCESS:

- (1) The Technical evaluation will be held on the compliance of the Bid with respect to the Tender conditions.
- (2) Selection of the successful Bidder will be in two stage evaluation process:
 - (a) Technical and;
 - (b) Financial
- (3) Technical evaluation will be performed on the basis of information provided by the Bidder in **TECHNICAL BID PROFORMA** of the tender document.
- (4) Technical evaluation of the Bids shall also be done on the following parameters: -
 - (a) The High Court shall evaluate the Bids to determine whether they are complete in all respects, whether any computational errors have been made, whether required sureties have been furnished, whether the each and every page of documents have been properly signed and whether the Bids are generally in order.
 - (b) Prior to the detailed evaluation, the High Court will determine the substantial responsiveness of each Bid to the Bid document. For purposes of these clauses, a substantially responsive Bid is one which confirms to all the terms and conditions of the Bid document without material deviations. The High Court's determination of a Bid's responsiveness shall

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be based on the contents of the Bid itself without recourse to extrinsic evidence.

- (c) A Bid determined as substantially non-responsive will be rejected by the High Court and cannot, after the Bid has been opened, be made responsive by the Bidder by correction of the non-conformity.
 - (d) The High Court may waive any minor infirmity or non-conformity or irregularity in a Bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or effect the relative ranking of any Bidder.
 - (e) The High Court reserves the right to seek demonstration of goods and services quoted in the Bids.
 - (f) Technical specifications of the items, peripherals and services and the leaflets/ supporting documents enclosed with the Bid to confirm them;
 - (g) Company's turnover in the last three Financial Years;
 - (h) Bidder's experience; expertise; expert manpower; certifications; installation base; after sales service support at Prayagraj/ Lucknow or in the State;
- (5) Financial Bids of only such Bidders who qualify the Technical Bid will be opened.
- (6) The prices quoted in the Financial Bid should be inclusive of cables, accessories, packing, forwarding, freight, transit insurance, installation & commissioning charges etc. at sites. Tax(es) viz. GST, if applicable, should be quoted separately at the appropriate columns provided in the Financial Bid.
- (7) In case, tax(es) viz. GST are reduced or increased subsequently by the Government at the time of placement of the Purchase Order or delivery, then the same will be adjusted by the service provider.
- (8) Arithmetical errors shall be rectified on the basis that if there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the lower figure shall prevail and the total price shall be corrected by the High Court accordingly. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Bidder does not accept the correction of the errors, his Bid shall be rejected.
- (9) The High Court also reserves the right to reject the Bid(s), amongst others, for the following reasons:

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- i. If the Bids are not submitted in accordance with the prescribed conditions;
- ii. If a conditional Bid is submitted by the Bidder;
- iii. If the Bidder fails to deposit the tender document fee, EMD, PBG and/ or fails to execute the Agreement within the time stipulated in the LOI or within such extended period as may be specified by the High Court;
- iv. If the Bidder deviates from what offered in the Technical Bid and/ or in the Financial Bid.

7 - AWARD OF CONTRACT:

The High Court may award the contract to the Bidder whose Bid is found to be most responsive, competitive and technically sound. The decision of the High Court in this regard shall be final and binding on the Bidder(s). The High Court, however, in its discretion, reserves the right to reject all or any of the Bids without assigning any reason.

8 - SIGNING OF CONTRACT:

- (1) The issue of Purchase Order shall constitute the award of contract on the successful Bidder.
- (2) Upon the successful Bidder furnishing Performance Bank Guarantee (PBG), the High Court shall discharge the Bid security.

9 - ANNULMENT OF AWARD:

Failure of the successful Bidder to comply with the requirement of clause 8 shall constitute sufficient ground for the annulment of the award and the forfeiture of the Bid security in which event the High Court may award the contract to any other Bidder at its discretion or call for fresh Bids.

10 - UPTIME OF ITEMS/ SERVICES:

"Uptime" of items/ services shall mean 100% error free time for each of the items/ services for 24 hours a day considering 365 days a year. Any unutilized time, during the period, will also qualify as uptime provided there is no malfunctioning in the items. The period of items breakdown and the time within which the complaint is reported to the service provider's local service engineer or the service provider's Service Centre, either through email/ fax/ letter/ messenger/ telephone or complaint register, will be treated as uptime. In case the complaint is logged after working hours then the problem should be rectified on next working day, failing which the items shall be treated as down. In any emergency the service provider shall provide

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services on the same day on urgent basis. Uptime percentage of item will be computed as follows: -

$$\frac{\text{Uptime in hours in a year}}{\text{Total working hours in a year}} \times 100$$

11 - DAMAGES:

- (1) Computation of damage shall be based on uptime/ working hours. The time when items are not used due to any reason except the fault in items shall be treated as uptime. If any of the accessories/ services attached with any equipment is down, the complete equipment shall be treated as down.
- (2) The service provider shall be duty bound to give 100% uptime on all the items. However, the High Court considering several unavoidable circumstances will overlook 0.5% downtime on items. But in case 99.5% uptime for items installed is not maintained in an AMC period by the service provider, then damages for not maintaining the required uptime shall have to be paid by the service provider.
- (3) If uptime is equal to or more than 99.5% in an AMC period for the items, then no damages shall be charged for downtime in that period. If the downtime exceeds 0.5% in an AMC period, then total downtime for items (i.e. the time by which the uptime was less than 100%) in an AMC period considering 24 hours per day will be considered for calculating the damages. If average down time in hours of the items exceeds 44 hours in an AMC period, then the damages @ Rs. 10/- per hour shall be charged from the service provider subject to a maximum of 10% of the total Work Order value. The complaints must be attended on the same or next business day of the receipt of communication. If the complaint is not attended within the same or next business day, then the damages @ Rs. 100/- per day per complaint shall be charged additionally from the service provider.
- (4) If average downtime hours of items in a year is less than or equal to 44 hours, the period covered by the AMC shall be extended for an equal number of working days for the items accordingly without paying any amount to the service provider for above said extended days.
- (5) The amount of damages so calculated as per clause 3 above shall be payable by the service provider. In case the computation of damages is delayed at the High Court's end for any reasons, or the agreement is terminated, then the damages shall have to be paid by the service provider within one month from the date of receipt of official communication in this regard from the High Court. If any amount is payable to the service provider under this contract or

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the service provider refuses to pay the damages, then the same may be recovered by invoking the bank guarantee submitted by the service provider in favour of the High Court and the proceeds thereof shall be forfeited by the High Court. In case, there is no bank guarantee or the damages is more than the amount of bank guarantee, the damages or the rest of the damages, as the case may be, shall be recovered from the service provider as arrears of land revenue.

12 - LIMITATIONS OF LIABILITIES:

- (1) Except the conditions expressed in the tender if anything comes out neither written nor expressed or not implied therein, but it is outcome of this tender, the High Court and the service provider or their authorized representative will sit together and decide the matter amicably and reasonably and the decision so taken shall be signed by both the parties and that be treated as part of this tender and will be called supplementary of this tender and will be binding on both the parties. If no agreement is reached, the matter shall be referred to the Arbitrator as mentioned hereunder.
- (2) The High Court shall not be liable for any repair or replacement necessitated by fault of the service provider or its representative.

13 - TERMS OF PAYMENT:

The payment for AMC of Wi-Fi system and accessories to the service provider shall be made by the High Court as follows:-

- (1) The payment would be released quarterly after completion of every quarter upon satisfactory services. Damages/ penalty amount, if any, will be settled at the time of payment.
- (2) TDS will be deducted as per the prevailing rate. Part payment will not be done.
- (3) The service provider will pay all the applicable taxes. Any increase or decrease in rate of tax viz. GST during the AMC period then the same will be adjusted by the service provider.
- (4) The Bank guarantee furnished by the service provider to the High Court shall not be invoked, if the service provider provides maintenance services to the satisfaction of the High Court during the AMC period. Provided that if the uptime of the items is not above 99.5% for any continuous period of **3 months** during the AMC period, the High Court has the right to invoke the EMD/ Bank guarantee.
- (5) Payments under the contract will be made in Indian currency only.

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14 - TERMINATION:

Notwithstanding anything elsewhere provided herein default or failure by the service provider in any of the under mentioned cases, including but not limited to the following shall be the basis of taking action under this clause of the contract:

- (1) Failure to provide at the job site, sufficient labor, material, equipment, machinery, and / or facilities, required for the proper and / or due execution of the work or any part thereof;
- (2) Failure to execute the works or any of them in accordance with the contract;
- (3) Disobedience of any order or instruction of the High Court;
- (4) Negligence in carrying out the work or carrying out of work found to be unsatisfactory;
- (5) Abandonment of the works or any part thereof;
- (6) If the service provider is incapable of carrying out the work;
- (7) If the service provider misconduct in any manner;
- (8) Delay in execution of work/ services, which in opinion of the High Court shall delay the completion of work/ services beyond the stipulated date of completion;
- (9) Distress, execution, or other legal process being levied on or upon any of the service provider's goods and /or assets.

The decision of the High Court as to whether any of the events/ contingencies mentioned in aforesaid clauses entitling the High Court to terminate the contract has occurred shall be final and binding upon the service provider.

15 - FORCE MAJEURE:

If the performance of the terms of this document or of any obligation of either party hereunder is prevented, restricted or interfered with by reasons of fire, explosion, epidemic, cyclone, earthquake, flood or war beyond the reasonable control of the parties hereto, the party so affected, upon giving prompt notice to the other party shall be excused from such performance to the extent of such prevention, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non- performance, if possible, and shall continue performance hereunder with

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utmost diligence whenever such causes are removed.

16 - ARBITRATION:

- (1) Any question, dispute or difference arising out of or under this tender shall be referred to the sole arbitrator to be appointed by the Hon'ble Chief Justice of the High Court whose award shall be final and binding on the parties.
- (2) Mere pendency of the Arbitration proceedings shall not have the effect of putting any of the the terms of this tender document in abeyance.

17 - NOTICES:

A notice given hereunder shall be given by either party to the other by hand delivery or courier or facsimile or email or sent by registered post to such other party at their respective address given herein. A notice sent by hand or courier shall be deemed to have been received on the day on which it was delivered and acknowledged receipt; any notice sent by facsimile or email shall be subsequently confirmed by letter posted or delivered as soon as practicable thereafter provided, however, such a notice shall be deemed effective on the date of transmission thereof by facsimile or email and a notice sent by registered post shall be deemed have been served and received on the fifth (5th) day following the date of posting. If the day on which any notice is deemed to have been delivered falls on a Sunday or a public holiday, such notice shall be deemed to have been received on the next day which is not a Sunday or a public holiday.

In case of the service provider:-	In case of the High Court: - Registrar General, High Court of Judicature at Allahabad, Prayagraj – 211017, U.P., India.
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If either of the parties intends to change its present postal address, it will give a written notice of intimation by registered post to the other party at least one month before, indicating therein the date upto which the letters to be sent to the present address and from which date the letters to be sent to the newly changed address.

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18 - BID VALIDITY PERIOD:

The Bid shall remain valid for a period of **120 days** from the date of opening of the Technical Bid. However, in exceptional circumstances, the High Court may request the consent of the Bidder for an extension of the period of Bid validity. The request and the response thereto shall be made in writing. A Bidder accepting the request and granting extension will not be permitted to modify his Bid.

CERTIFICATE

I/We _____ certify that I/We _____ have read and understood all the terms and conditions of the tender document and that I/We _____ do hereby unconditionally accept all the terms and conditions set out in the tender document. The information furnished in this Bid are true and correct to the best of my/our knowledge and belief.

Date:
Place:

Authorised Signatory
(Name & designation)
Seal

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TECHNICAL BID PROFORMA

Part - I : General Information

(To be filled by the Bidder)

S. N.	Description	Information to be furnished by the Bidder
1	Description/name of the Bidder	
2	Year of establishment/ incorporation	
3.a	Whether proprietorship/partnership/limited company etc.	
3.b	Name(s) of the Proprietor/Partner/Managing Director etc.	
4	Postal address Contact number(s) Fax e-mail	
5	Whether the Bidder has any office or branch in Uttar Pradesh. If so, give details with complete address, contact person & contact number(s).	
6	Number of similar nature of works undertaken in the past with names of Institutions (brief description of work to be mentioned with Work Order and satisfactory completion certificate of the competent authority)	
7	Details of single/ two largest order(s) for similar nature of works completed/ executed during the preceding three financial years (i.e. FY 2017-18, 2018-19 and 2019-20)	
8	Turnover for the last Three Financial years: (a) 2017-18: (b) 2018-19: (c) 2019-20: Year wise audited Balance Sheet is required to be attached with the relevant Work Orders.	
9	Turnover for the last three financial years from the similar nature of work: (d) 2017-18: (e) 2018-19: (f) 2019-20: Year wise audited Balance Sheet is required to be attached with the relevant Work Orders.	

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10	Details of the existing clients is required to be enclosed with this proforma in the following format: (a) Name of the Company/Organization/ Office (b) Contact person with telephone number and E-mail. (c) Contract Period (d) Copy of Work Order/ completion certificate is required to be enclosed	
11	Whether the Bidder is executing or has performed work of a similar nature for other High Court(s)/ Civil Court(s) and if yes, give details.	
12	Whether the Bidder is empanelled with a Government Undertaking/ Government Organization/ Public Sector Undertaking and if yes, give details.	
13	Whether the Bidder has ever been black listed and if yes, give details.	
14	Whether any criminal case is pending against the Bidders/their Partners/ Directors/Agents before any Court and if yes, give details.	
15	The Bidder is required to furnish the following details with proof: (a) PAN number (b) Central Sales Tax/ State Registration Number	
16	Bankers' Name and address (Bankers' solvency certificate is required to be attached)	
17	Income Tax returns of the preceding three Financial Years (i.e. FY 2017-18, 2018-19 and 2019-20) are required to be attached	
18	Any other information which the Bidder considers appropriate is required to be furnished for the purpose of this Bid.	

Date:
Place:

Authorised Signatory
(Name & designation)
Seal

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FINANCIAL BID PROFORMA

(To be filled by the Bidder)

General Information:

1.	Name of the Bidder firm	
2.	Full Address of Bidder firm alongwith Telephone No.: Fax. No.: E-mail Address:	
3	Discount if any	___ . ___ %

Date:

Place:

Authorised Signatory

(Name & designation)

Seal

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FINANCIAL BID PROFORMA
(To be filled by the Bidder)

Rates quoted for Comprehensive Annual Maintenance Contract (AMC) of Wi-Fi System and accessories:

Sl No.	Item Description	Unit Price without tax	Tax (viz. GST)	Unit Price with tax	Qty.	Total
(1)	(2)	(3)	(4)	(5) = (3) + (4)	(6)	(5) x (6)
1	Comprehensive AMC of High Court's Wi-Fi system and accessories					
2	Grand Total (in Figures)					
3	Grand Total (in Words)					

*Total quantity of items/ services may increase or decrease by the High Court.

Date:
Place:

Authorised Signatory
(Name & designation)
Seal

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ICT DETAILS (MORE OR LESS) OF EXISTING WI-FI SYSTEM

S.No.	Item Description	Make & Model	Qty.
1.	Indoor/ Outdoor Access Point (APs)		
1.a.	Access Point 802.11 ac.3*3.3 MIMO Power Over Ethernet (PoE) along with Integrated Antenna (Indoor)	Aruba AP-225	70 Nos.
1.b.	Access Point 802.11 ac.3*3.3 MIMO Power Over Ethernet (PoE) alongwith External Antenna (Outdoor)	Aruba AP-224+Ext. Antenna	10 Nos.
1.c.	Access Point 802.11 ac.3*3.3 MIMO Power Over Ethernet (PoE) alongwith Integrated Antenna (Indoor)	Aruba AP-205	90 Nos.
2	10 G Base LRM Transceiver	HPE Aruba	16 Nos.
3	Mobility Controller with 200 APs License & upgradable to 500 APs - 4x10GBase-x(SFP/SFP+) and 2xdual media(10/100/1000 BASE-T or SFP) ports includes one 350W AC power supply, restricted regulatory domain etc.	HPE Aruba 7200 Series	01 Nos.
4	Unified Threat Management (UTM) - 8x10/100/1000 Ethernet ports, 140000 Mbps firewall throughput, 6750 Mbps fully protected throughput with multiple flexi slots for add-on port modules of (8 copper/8x1GbE fiber/4 x 10GbE fiber) loaded with 4 x 10GbE fiber initially with 3 years subscription includes Anti Malware, Anti spam, Web and Application filter, Intrusion Prevention system, 24 x 7 support, hardware warranty etc.	Cyberoam CR1500ing-XP (Next Generation Firewall)	01 Nos.

5.	Active Components		
5.a.	Layer -3 Core Switch having 24 nos. 1/10G SFP + Ports	HPE Aruba 5940	01 No.
5.b.	Managed layer switch having 24 Nos. Ethernet 10/100/1000 base T and 2 Nos. 10G Uplink ports along with power over Ethernet	HPE Aruba 2540-24G-PoE+	08 Nos.
5.c.	Managed Layer 2 PoE switch having minimum 8 Nos. Ethernet 10/100/1000 Base T port with 2 Nos. 1G Ports	HPE Aruba 1920	25 Nos.
6	Passive Components		
6.a.	6 core single mode armoured outdoor optical fiber cable	D-Link	3000 mtr. (approximately)
6.b.	HDPE pipe 32 mm	Standard	3000 mtr. (approximately)
6.c.	Rack mount sliding 6 port LIU loaded with couplers	D-Link	8
6.d.	Rack mount sliding 24 port LIU loaded with Couplers	D-Link	2
6.e.	Pigtals SM Simplex	Pigtals SM Simplex	96
6.f.	SC-LC fiber duplex patch cord SM (2 mtrs.)	D-Link	20
6.g.	UTP Cat6 12 port patch panel	D-Link	25
6.h.	UTP Cat6 24 port patch panel	D-Link	10
6.i.	UTP cat 6 information outlet with surface mount box with shutter	D-Link	180
6.j.	Cat 6 UTP cable (box of 305 mtr.)	D-Link	42 Nos. (approximately)
6.k.	UTP cat 6 patch cord (1 mtr.)	D-Link	360
6.l.	19" 42U Rack with cable manager and power strip	Comrack	01 Nos.
6.m.	19" 9U Rack with cable manager	Comrack/D-Link	33 Nos.

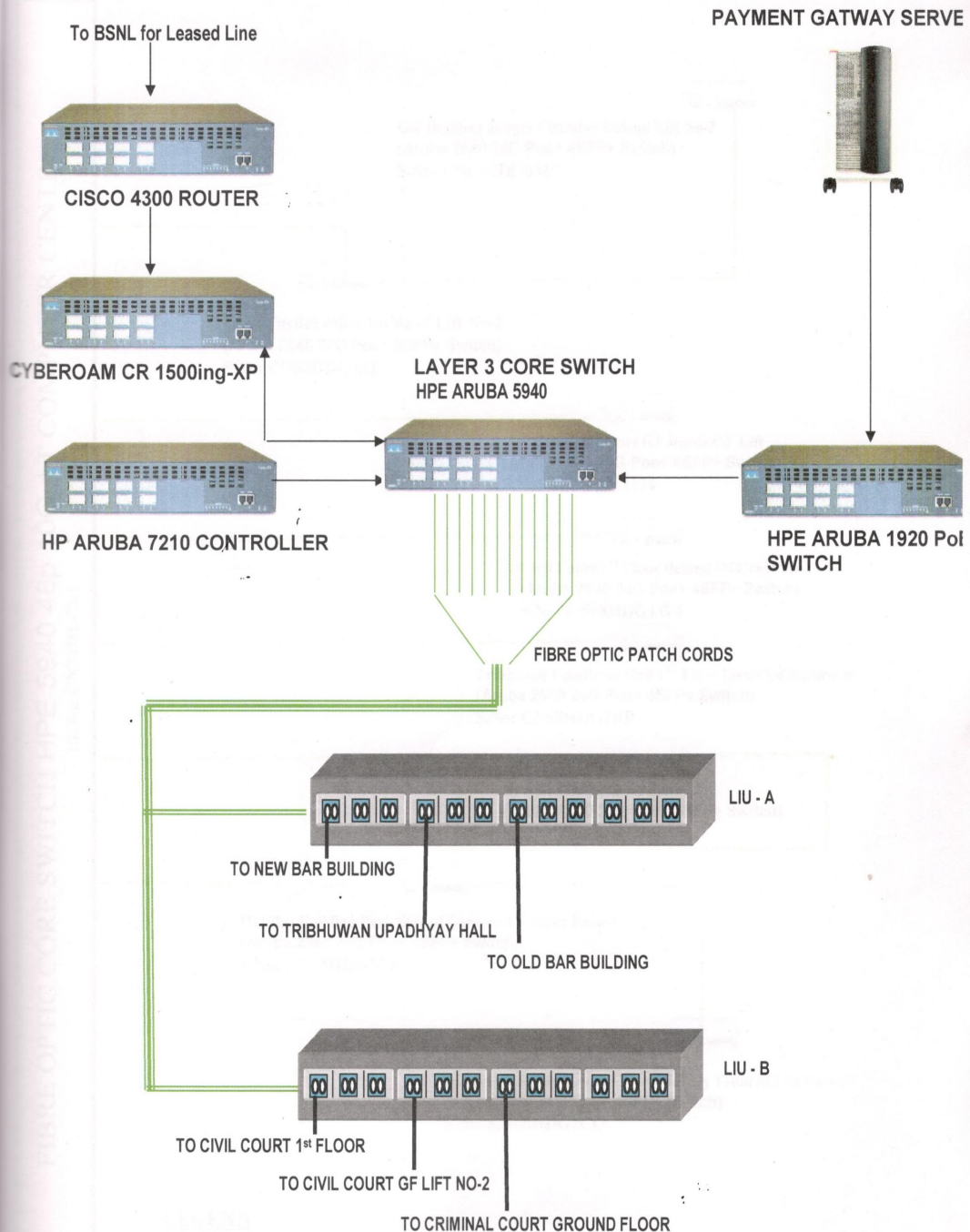
	and power strip		
6.n.	1" PVC pipes/ conduits		
6.o.	Outdoor UTP cat 6 cable (box of 305 mtr.)	D-Link	2
6.p.	Security Iron cage for outdoor APs	-	100 Nos. approximately
6.q.	Others: PVC pipe, Jack Panel, Patch Cord, Power Strip etc.	-	Job basis
7	600 VA offline UPS	Numeric	33 Nos.
8	Wi-Fi billing solution for 10,000 concurrent user	-	01
9	License(s)		As required

***Note** – One service/ maintenance engineer has been deputed (by the current service provider) onsite since the date of installation (June, 2017) to handle day to day complaints/ services. Onsite/ remote services/ support if required through specialised engineers is also being provided by the current service provider as and when required.

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SCHEMATIC DIAGRAM OF EQUIPMENT CONNECTIVITY AT ALLAHABAD HIGH COURT SERVER ROOM



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PERFORMANCE BANK GUARANTEE PROFORMA

(To be executed on Non-Judicial Stamp Paper of Rs. 100/- or such higher value as per the Stamp Act of the State in which the Guarantee is issued. Stamp Paper shall be in the name of the Bank issuing the guarantee.)

Bank GUARANTEE NO. :

DATED :

Dear Sirs,

1. THIS DEED OF GUARANTEE made on this day of 2020 between the High Court of Judicature at Allahabad (hereinafter called the "High Court" which expression shall unless excluded by or repugnant to the context includes its successors and assignees) of the first part and the (hereinafter called the "Bank" which expression shall unless excluded by or repugnant to the context include its successors and assignees) of the second part.

2. Whereas a contract dated has been executed between the High Court and M/s _____ having its registered office at _____ (hereinafter referred to as "service provider") for comprehensive Annual Maintenance Contract (AMC) of Wi-Fi system and accessories of Allahabad High Court, as per the schedule mentioned in Annexure ___ of the contract.

AND WHEREAS as per clause ___ of the contract, the service provider has to furnish a Performance Bank Guarantee of 10% of the total Work Order Value i.e. Rs. (Rupees..... only) valid for not less than 14 months, commencing from the date of start of AMC as well as two months thereafter as and by way of security for the satisfactory completion of Comprehensive Annual Maintenance Contract (AMC) of Wi-Fi system and accessories of High Court as per the terms and conditions of the contract dated

AND WHEREAS on the request of the second party, the Bank executes these presents.

3.0. THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN PARTIES HERETO AS FOLLOWS:

3.1. The Bank hereby guarantees to the High Court that the (name of the service provider) is capable of executing the contract to the satisfaction of the High Court. In the event of non satisfactory performance of the contract, the Bank shall indemnify and keep the High Court indemnified to the extent of 10% of the total Work Order value i.e. Rs. (Rupees only) valid for a period of not less than 14 months, commencing from the date of start of AMC as well as 2 months thereafter against any loss or damage that may be caused to or suffered by the High Court on account of such non satisfactory performance of the contract and the decision of the High Court in this regard will be final and conclusive.

3.2. In consideration of the aforesaid clause 3.1 and at the request of the second party, we the Bank hereby irrevocably and unconditionally guarantee that the second party shall perform in an orderly manner its contractual obligations in accordance with the terms and conditions set forth in the contract and in the event of the second party's failure to do so, the Bank shall unconditionally pay to the High Court, on demand, any amount up to the value mentioned in clause 3.1, without any reference to the second party and without questioning the claim.

3.3. In the event of non-satisfactory performance of the contract, the decision of the High Court in this regard shall be final and conclusive and binding on the Bank without demur. The Bank shall pay forthwith the amount demanded by the High Court not withstanding any dispute, if any, between the High Court and the second party.

3.4. The Bank further agrees that the guarantee herein shall remain in force during the period mentioned in Clause 3.1 above and also any extended period provided by the High Court beyond the aforesaid period.

3.5. This Guarantee shall not be affected by any change in the constitution, amalgamation, absorption or reconstitution of the second party or the Bank.

3.6. The Bank undertakes not to revoke this guarantee at the instance of the second party for any reason whatsoever.

3.8. The Bank further agrees that in order to give full effect to the Bank guarantee, the High Court shall be entitled to act as if the Bank were its principal debtors in respect of its claim against the second party and the Bank hereby expressly waives all its rights of surety ship and other rights, if any, which are in any way inconsistent with this Guarantee.

Notwithstanding anything herein above, liability of the Bank under this guarantee is restricted to Rs. (Rupees only) and it will remain in force up to the period specified in Clause 3.1 unless a suit to enforce any claim under the Guarantee is decreed against the Bank before the period specified in Clause 3.1.

COUNTERSIGNED

Signature :
Name :
Designation :
Organization :

Signature :
Name :
Designation :
Organization :

