

## **HIGH COURT OF UTTARAKHAND, NAINITAL**

**Short Term Tender Notice for Providing Wi-Fi Connectivity for Internet at the Premises of High Court of Uttarakhand at Nainital on Build, Operate and Maintain Model for at Least Three (3) Years on Monthly Rental Basis.**

Sealed tenders are invited from the leading manufacturers/ authorized dealer /service providers for **providing Wi-Fi connectivity for internet at the premises of High Court of Uttarakhand at Nainital on build, operate and maintain model for at least three (3) years on monthly rental basis.**

Interested parties may submit the tender document to the Registrar General, High Court of Uttarakhand at Nainital on or before **07/12/2016** up to **03.00 P.M.**

### **ELIGIBILITY CRITERIA FOR PARTIES TO RESPOND TO THE TENDER:-**

- 1.** The bidder could be either manufacturer or authorized dealer or service provider.
- 2.** The bidder should have a minimum aggregate turnover of Rs. 1 crore in the last three financial years towards installation, commissioning and sale of Wi-Fi systems. The copies of related documentary proof for the last three year's turnover shall be attached along with the bid.
- 3.** The bidder should have at least one successful deal of supply, installation and commissioning of Wi-Fi system in any High Court or Government Institution or PSU office, where there are large number of users and the company is ready to provide services on build, operate and maintain model.
- 4.** The bidder should have **ISO 9001:2000** or higher certification for the enterprise wide business.
- 5.** The bidder should submit valid documentary proof of Sales Tax/VAT registration number and the details of Income Tax Registration (PAN).
- 6.** The bidder must have good infrastructure and qualified professional team.

**Note:** *Any organization blacklisted by the Central/State Governments, Government Corporations or Government Undertakings shall not be allowed to participate in the tender process. The tender of any bidder not fulfilling the eligibility conditions stipulated above will not be considered.*

## **SCOPE OF WORK**

- (1)** High Court of Uttarakhand has dedicated 8 MBPS leased line internet connectivity from BSNL Nainital. It is desired to setup wireless network for internet at entire premises of High Court so that stakeholders may access desired websites from their Wi-Fi enabled devices. Corresponding locations have been indicated at **Annexure-I**.
- (2)** Proposals are invited to provide Wi-Fi connectivity for internet at the premises of High Court of Uttarakhand at Nainital on build, operate and maintain model on monthly rental basis for at least three (3) years.
- (3)** The vendor has to establish entire setup and payment will be made on monthly rental basis.
- (4)** Establishment of entire setup includes all works like laying of cables, civil work, electrical work, protection of hardware, commissioning of hardware, licensing etc.
- (5)** The established entire setup should be capable of handling 500 clients at minimum level at a time and should be scalable.
- (6)** The established entire setup should be designed in such a way so that it may be managed and controlled centrally in all aspect.
- (7)** Vendors are requested to perform a detailed site survey before giving proposals to understand the exact requirements. For site survey, vendor may contact Registrar (Computer), High Court of Uttarakhand between 10:00 AM- 03:00 PM on any working day.
- (8)** The vendor will be responsible for warranty/guarantee with parts and onsite support for all the network equipments for entire period.
- (9)** The vendor should have enough spare equipments for repair and replacement for uninterrupted services of entire setup.
- (10)** The vendor has to provide full coverage (strong signal strength) of network at the locations as have been indicated at **Annexure-I**. There should not be any black hole/ low signal strength within zone. The entire setup should be designed in such a way that there is no or minimum interference between the wireless devices or equipments. The setup should allow roaming across all the locations.
- (11)** There must be an authentication process in which the user should choose SSID and click to connect. Once connected, login page will be displayed. When the user furnishes the mobile number, a passkey will be sent through SMS to mobile number furnished. The mobile number and the passkey must be used as login-id and password respectively to gain access to the Internet. The generated passkey shall be valid for 15 days.
- (12)** The vendor has to establish entire setup in such a way to provide access to only limited number of websites such as government websites having domain name "nic.in" or "gov.in" or as desired by High Court. There should also be provision to restrict applications as desired by High Court like Whatsapp, news apps, video apps, song apps etc.
- (13)** There must be restriction on daily data usage e.g. 50 MB or session time e.g. 10:00 AM to 5:00 PM or as desired by High Court.
- (14)** There must be facility of generating log based on time, duration, usage etc.
- (15)** High Court of Uttarakhand shall have the right to inspect or evaluate the established entire setup along with their certifications for quality, authenticity and reputation as and when required.
- (16)** Commissioning of established entire setup in its deployment should adhere to defined government norms and should comply with all its security measures.
- (17)** The offered products in the entire setup shall be of the latest version and should be under proper support from OEM.

## **INSTRUCTIONS TO BIDDER**

### **General :-**

- (1) The bid will be non transferable.
- (2) The bidders are expected to examine all instructions, forms, terms and specifications in the bidding documents. The bidder should furnish all the information required in the bidding documents. The bidder is required to submit bid substantially responsive to the bidding documents in every aspect. Failure of which may result in rejection of the bid. The bid is liable to be rejected outright without any intimation to the bidder, if complete information as called for in the tender document is not given therein or if any particulars asked for in the forms / proforma in the tender are not fully furnished.
- (3) The bidder shall bear all cost associated with the preparation and submission of the bid, including cost of presentation for the purpose of clarification of the bid, if so desired by the High Court. The High Court in no case will be responsible or liable for any costs incurred during the bidding process.
- (4) The bidder should quote well known reputed brands having successful track records in the similar field for at least last five years, e.g. CISCO/ DELL/ MOTOROLA/ DLINK/ CAMBIUM etc.
- (5) The bidder cannot outsource the work to any agency without the prior written approval of the High Court.
- (6) All the communications to the High Court related to this tender and each page of the bidding documents shall be signed by the authorized representative of the bidder along with the authority letter.
- (7) The successful bidder shall not depute any such person in the High Court who is a party to a litigation pending in this Court.
- (8) The bidder will be solely responsible for smooth working of established entire setup and other related accessories.
- (9) The bidder should furnish the list of past three recent supplies and clients with satisfactory performance certification along with proposal.
- (10) The bid must be valid for 6 months from the date of opening of the tender. Any offer falling short of the validity period is liable for rejection.
- (11) The bidder should also keep in mind the worst weather conditions like humidity, thundering etc., at Nainital before submission of proposal.
- (12) The bidders are solely responsible for timely submission of the bids at High Court of Uttarakhand, Nainital. Bids received after the last date and time of submission will not be considered.
- (13) The bid document needs to be submitted by the bidder in person or through registered post/ speed post/ courier. The response to tender submitted by the bidder through telex / telegrams / fax / email will not be considered.
- (14) The High Court may, at its discretion, extend the deadline for submission of bids by issuing corrigendum. In such case, all rights and obligations of the tender issuer and bidder, subject to the deadline will thereafter be subject to the deadline as extended.
- (15) Registrar General of High Court of Uttarakhand reserves all the rights to reject/accept any bid at any time and the decision of Registrar General of High Court of Uttarakhand will be final and binding.

**Note:** *The bidder has to lay entire cables and installations with highest level of craftsmanship, keeping in mind the heritage building, decorum and dignity of Hon'ble High Court.*

### **Bid submission :-**

The bids shall have to be submitted in two parts namely "**Technical Bid**" and "**Commercial Bid**" in two separate envelopes in the format given in this document. The technical and commercial bid should be sealed by the bidder in separate covers/duly superscribed and both these sealed covers shall be in a bigger cover which should also be sealed and duly superscribed. Commercial bids of only those bidder

found suitable on evaluation of technical bid, will be opened subsequently. The High Court of Uttarakhand will have all freedom and right in evaluation of technical bid.

**Note-1:** Bidder must submit Technical Bid according to **Annexure-II & Annexure-III** of tender document and clearly mention all technical details.

**Note-2:** Bidder must submit Commercial Bid as per **Annexure -IV** of tender document.

### **Bid Evaluation:-**

- (1) The Bid Evaluation Committee (BEC) constituted by the High Court, shall evaluate the bids. The decision of the evaluation committee in the evaluation of the technical bid and commercial bids shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the committee.
- (2) Only technically qualified bids will be processed for financial evaluation.

### **Award of Contract :-**

#### **(1) Award criteria:-**

High Court will award the contract to the successful bidder, on the basis of techno-commercial evaluation and it will not be binding upon the High Court, to accept the lowest bid.

#### **(2) Right to accept any bid and to reject any or all bids:-**

High Court reserves the right to accept or reject or cancel any or all bids at any time. High Court also reserves the right to cancel the entire bidding process at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the grounds for bidding authority's action. The decision of Registrar General, High Court of Uttarakhand in this regard shall be final and binding.

#### **(3) Bid Security (EMD – Earnest Money Deposit):-**

- a) The bidder shall furnish a bid security of Rs. 1,00,000/- (rupees one lakhs only) as a part of its pre-qualification bid.
- b) The bid security shall be denominated in Indian rupees and shall be in the form of a Demand Draft/Bank Guarantee/FDR in favour of "The Registrar General, High Court of Uttarakhand, Nainital" from a Nationalized or Scheduled Bank.
- c) The successful bidder's bid security will be discharged upon the award of work order and furnishing of the performance security.
- d) No interest will be payable on the amount of the bid security.

#### **(4) Performance Security:-**

- a) The successful bidder shall at his own expense submit with tendering authority, within fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable performance security from a nationalized or scheduled bank acceptable to the tendering authority, payable on demand, for the due performance and fulfillment of the contract by the bidder.
- b) The performance security shall be denominated in the currency of the contract and shall be in the form of a Bank Guarantee/FDR.
- c) This performance security will be for an amount equivalent to 5% of contract value. All charges whatsoever such as premium, commission etc. with respect to the performance bank guarantee shall be borne by the bidder.
- d) The performance security shall be valid until the end of three(3) years after the successful completion and commissioning of the work with the successful bidder, subject to the terms and conditions in the performance bank guarantee, 3 years after the successful contract completion, the performance security will lapse automatically.

- e) The performance security may be discharged/returned upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance security.
- f) In the event of the bidder being unable to service the contract for whatever reason, tendering authority would invoke the performance bank guarantee. Notwithstanding and without prejudice to any rights whatsoever of the High Court under the contract in the matter, the proceeds of the performance bank guarantee shall be payable to the High Court as compensation for any loss resulting from the bidder's failure to complete its obligations under the contract. The High Court shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.
- g) Tendering authority shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee or from any other amount due, the equivalent value of any payment made due to inadvertence, error, collusion, misconstruction or misstatement.

**(5) Terms and conditions for payment :-**

The entire setup will be on build, operate and maintain model on monthly rental basis. High Court will only pay rental on monthly basis. After successful installation of setup High Court will inspect and check for performance. If found satisfactory then monthly charges will be paid to vendor. Decision of Registrar General High Court of Uttarakhand in this regard will be final and binding.

**(6) Maintenance services & downtime penalty :-**

The bidder shall also maintain the entire setup for at least 3 (three) years from the date of successful installation and functioning of entire setup. The bidder has also to keep in mind the weather conditions like humidity, thundering etc. at Nainital before submission of proposal. The bidder shall be fully responsible for the manufacturer's warranty for all equipment, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship, humidity, thundering or any act or omission of the manufacturer/vendor or any defect that may develop under use of supplied equipment during the entire period.

During the maintenance period, services such as equipment failure or any other fault whatsoever, which may arise, shall be attended onsite by the bidder free of cost. Call given by the tendering authority, shall be attended by the bidder preferably within 2/3 hours and not beyond 24 hours in any case.

An equipment i.e. reported to be down should be either fully repaired or replaced by temporary substitute (of equivalent or higher configuration) within 24 hours. In case bidder fails to meet the above standards of maintenance, a penalty of Rs.500/- (Rupees Five Hundred only) per day will be charged, till the equipment is fully repaired or replaced. These penalty charges will be deducted from the performance guarantee or may be recovered by any other mode.

The bidder should appoint resident engineer/technician/operator during the entire period at High Court of Uttarakhand, Nainital as a part of project. The person so appointed should be competent enough to resolve operational problems arise in Wi-Fi System, Software, related LAN etc. and he will be responsible for smooth working of entire System and other related accessories. The firm has to keep sufficient number of spare/standby parts at High Court to minimize the downtime.

Registrar General of High Court of Uttarakhand reserves all the rights to impose penalty as per above clauses and the decision of Registrar General of High Court of Uttarakhand will be final and binding.

**(7) Legal Jurisdiction:-**

All Legal disputes are subject to the jurisdiction of Nainital only.

**Annexure – I**

The vendor has to provide full coverage (strong signal strength) of network at below locations:-

| <b><u>Sr.No.</u></b> | <b><u>Location</u></b>                |
|----------------------|---------------------------------------|
| <b>1</b>             | Chief Justice Block                   |
| <b>2</b>             | Chief Justice Block Outside Open Area |
| <b>3</b>             | Four Court Block                      |
| <b>4</b>             | Four Court Block Outside Open Area    |
| <b>5</b>             | Six Court Block                       |
| <b>6</b>             | Six Court Block Outside Open Area     |
| <b>7</b>             | Outside Admin Block Near Temple Area  |
| <b>8</b>             | Inside And Outside The Canteen Area   |
| <b>9</b>             | Computer Block Near Filing Counters   |
| <b>10</b>            | Advocate Chamber Area                 |

**Note:-** *The Quantity and location may increase, decrease or shift as per the actual requirement and feasibility.*

**Annexure – II**

**(Technical Bid- 1)**

| <b><u>SrNo</u></b> | <b><u>Particulars</u></b>  | <b><u>Details</u></b> |
|--------------------|--|-----------------------|
| <b>1</b>           | Name of the Company  |                       |
| <b>2</b>           | Mailing Address  |                       |
| <b>3</b>           | Telephone No.  |                       |
| <b>4</b>           | Fax No.  |                       |
| <b>5</b>           | Name and contact detail of authorized contact person of company  |                       |
| <b>6</b>           | Turn-over of the Company 2012-2013, 2013-2014 & 2014-2015.<br>(Balance Sheets of 2012-2013, 2013-2014 & 2014-2015 must be attached)  |                       |
| <b>7</b>           | Sales Tax Clearance Certificate.   |                       |
| <b>8</b>           | Valid Income Tax Clearance Certificate of last three years.<br>(Income Tax Certificates of 2012-2013, 2013-2014 & 2014-2015 must be attached)  |                       |
| <b>9</b>           | Whether direct manufacturer or Authorized Dealer   |                       |
| <b>10</b>          | No. of Technical employed personnel  |                       |
| <b>11</b>          | ISO 9001:2000 or higher certification<br>(Certificates of same must be attached)   |                       |
| <b>12</b>          | Whether blacklisted by any Central/State Governments, Government Corporations or Government Undertakings?<br>(An affidavit having declaration of same must be attached)  |                       |
| <b>13</b>          | Mention the Name, Address and Contact Information of any High Court or Government or PSU Offices, where you made at least one successful deal of supply and installation of Wi-Fi Connectivity System.<br>(Necessary certificates from concern High Court or Government or PSU Offices should be attached) |                       |

**Annexure – III**

**(Technical Bid-2)**

| <b>SrNo</b> | <b>Particulars</b>  | <b>Abiding (Y/N)</b> | <b>Detail (if any ?)</b> |
|-------------|---|----------------------|--------------------------|
| <b>1</b>    | The vendor has to establish entire setup and payment will be made on monthly rental basis.  |                      |                          |
| <b>2</b>    | The established entire setup should be capable of handling 500 clients at minimum level at a time and should be scalable.   |                      |                          |
| <b>3</b>    | The established entire setup should be designed in such a way so that it may be managed and controlled centrally in all aspect.   |                      |                          |
| <b>4</b>    | Establishment of entire setup includes all works like laying of cables, civil work, electrical work, protection of hardware, commissioning of hardware, licensing etc.  |                      |                          |
| <b>5</b>    | The vendor will be responsible for warranty/guarantee with parts and onsite support for all the network equipments for entire period.   |                      |                          |
| <b>6</b>    | The vendor should have enough spare equipments for repair and replacement for uninterrupted services of entire setup.   |                      |                          |
| <b>7</b>    | The vendor shall use well known reputed brands having successful track records in the similar field for at least last five years, e.g. CISCO/ DELL/ MOTOROLA/ DLINK/ CAMBIUM etc.   |                      |                          |
| <b>8</b>    | The vendor has to provide full coverage (strong signal strength) of network at the locations as have been indicated at <b>Annexure-I</b> . There should not be any black hole/ low signal strength within zone. The entire setup should be designed in such a way that there is no or minimum interference between the wireless devices or equipments. The setup should allow roaming across all the locations.                   |                      |                          |
| <b>9</b>    | There must be an authentication process in which the user should choose SSID and click to connect. Once connected, login page will be displayed. When the user furnishes the mobile number, a passkey will be sent through SMS to mobile number furnished. The mobile number and the passkey must be used as login-id and password respectively to gain access to the Internet. The generated passkey shall be valid for 15 days. |                      |                          |
| <b>10</b>   | The vendor has to establish entire setup in such a way to provide access to only limited number of websites such as government websites having domain name "nic.in" or "gov.in" or as desired by High Court. There should also be provision to restrict   |                      |                          |



|           |   |  |  |
|-----------|---|--|--|
|           | applications as desired by High Court like social networking apps i.e. Whatsapp, news apps, video apps, song apps etc.                                  |  |  |
| <b>11</b> | There must be restriction on daily data usage e.g. 50 MB or session time e.g. 10:00 AM to 5:00 PM or as desired by High Court                           |  |  |
| <b>12</b> | There must be facility of generating log based on time, duration, usage etc.  |  |  |
| <b>13</b> | Commissioning of established entire setup in its deployment should adhere to defined government norms and should comply with all its security measures. |  |  |
| <b>14</b> | The offered products in the entire setup shall be of the latest version and should be under proper support from OEM.                                    |  |  |

**Annexure - IV**  
**(To be filled by Bidder) (Part of Commercial Bid)**

**COMMERCIAL BID :-**

| <b><u>S.No.</u></b> | <b><u>Particulars</u></b>                                       | <b><u>Monthly<br/>Rent</u></b> | <b><u>Tax</u></b> | <b><u>Monthly<br/>Rent<br/>(inclusive of tax)</u></b> | <b><u>Total cost</u></b> |
|---------------------|---|--------------------------------|-------------------|---|--------------------------|
| <b>(1)</b>          | Monthly rental of entire established setup for 3 (three) years. |                                |                   |   |                          |