

कार्यालय जनपद न्यायाधीश, जिला एवं सत्र न्यायालय, कानपुर नगर।

निविदा सूचना

सर्वसाधारण को सूचित किया जाता है कि इस जनपद न्यायालय, में 30 न्यायालयों में लैन वर्क का कार्य होना है, जो व्यक्ति /संस्था इस कार्य को करने के लिये इच्छुक हो, वे अपनी सीलबन्द निविदायें दिनांक 08.03.2021 समय सायं 5 बजे तक कम्प्यूटर अनुभाग में सिस्टम ऑफीसर के पास प्रस्तुत कर सकते हैं। किसी भी निविदा को निरस्त करने तथा सम्पूर्ण निविदा प्रक्रिया को ही निरस्त करने का अधिकार माननीय जनपद न्यायाधीश कानपुर नगर के पास सुरक्षित है।

V. K. Singh  
24/02/2021

(विनोद कुमार सिंह चतुर्थ)  
अध्यक्ष, निविदा समिति (लैन वर्क) /  
प्रथम अपर जिला जज,  
कानपुर नगर।

इस नोटिस की एक एक प्रति नोटिस बोर्ड, जिला एवं सत्र न्यायालय, बार एसोसिएशन, लायर्स एसोसिएशन, कार्यालय जिला मजिस्ट्रेट, कानपुर नगर, व अन्य सार्वजनिक स्थानों पर चस्पा की जाये, एवं प्रकाशन हेतु निदेशक सूचना एवं जनसम्पर्क विभाग लखनऊ को एक प्रति प्रेषित की जाय तथा सूचना को माननीय उच्च न्यायालय की वेबसाईट व जनपद न्यायालय की वेबसाईट पर सिस्टम ऑफीसर से अपलोड कराया जाय।

V. K. Singh  
24/02/2021

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प्रथम अपर जिला जज,  
कानपुर नगर।

**District Court, Kanpur Nagar**

**TENDER**

**Important  
Instructions**

**District Court, Kanpur Nagar**

**TENDER**

<b>S.N.</b>	<b>Description</b>	
1	Tender fee (non-refundable)	Rs. 500/- (Rupees One Hundred) only for purchase of tender
2	Period of Completion of work.	Within 6 weeks from the date of issuance of Purchase Order.
3	Period of completion of work	Within 5 weeks from the date of issuance of the Purchase Order.
4	Date of Publication of tender	25.02.2021 at 05:00 PM
5	Last date and time for submission of Bids	08.03.2021 at 5:00 PM
6	Date and time for opening of Bid(s)	09.03.2021 at 4.30 PM
7	Evaluation of Bid(s)	10.03.2021
8	Venue	Computer Center, District Court, Civil Lines, Kanpur Nagar 208001

## **GENERAL TERMS AND CONDITIONS:**

- (1) The Bidders may contact the following persons of the District Court for any enquiry relating to the tender, on any working day between 11.00 a.m. to 4.00 p.m. -
  - i. Ajay Singh, SO, Computer Center, District Court, Kanpur Nagar
  - ii. Amit Kumar Gupta, DSA, Computer Center, District Court, Kanpur Nagar.
- (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) The Bidder is required to have adequate experience in supply, installation, testing, commissioning etc. of Servers, Unified Storage/ Backup Solution and must have experience/ expertise establishing Disaster Recovery sites. Bidder shall submit proof in support thereof.
- (4) Bidding by more than one company which joins with other companies of complementing skills to undertake the scope of work defined in this tender is not permissible.
- (5) The warranty period shall start from the date of successful installation, testing, commissioning, successful operation of all the items and handover of it taken by the BUYER.
- (6) Purchase Order shall be issued only after execution of the Successful qualification of Technical and Financial Bid.
- (7) The SELLER is required to comply with the requirements of all the Relevant Applicable Acts, Rules and Regulations framed by the State Government/ Central Government relating to the contract work and the BUYER will not be responsible for any breach thereof.
- (8) It will be the responsibility of the SELLER to ensure that the work is completed in all aspects within the stipulated period of time as indicated in the tender document.
- (9) Time is the essence of the contract. The work is required to be completed within 6 weeks from the date of issuance of the Purchase Order issued by the BUYER. If the work is not performed within the stipulated period, it will be open to the BUYER to either cancel the contract and/or impose penalty as contained in the Clause 8 - Liquidated Damages of the tender document. In such circumstances the SELLER will not claim any payment or damages from the BUYER.

(10) The BUYER reserves the right to cancel the contract at any time without assigning any reason and the decision of the BUYER will be final and binding on the SELLER.

In that event, the BUYER shall not be liable to pay any compensation to the SELLER. In case of any dispute, the Courts at Kanpur Nagar alone will have the exclusive territorial and subject matter jurisdiction.

(11) On cancellation of the contract it will be open to the BUYER to award the contract to another party and the extra cost incurred by the BUYER in the completion of the work, loss/damages will be recovered from the SELLER.

(12) If AMC contract is signed with the SELLER, then the SELLER will be responsible for maintenance of complete items (including third party items) supplied by the SELLER and services etc. on mutually agreed terms.

(13) Bid(s) will be rejected, if technical specifications offered by the Bidder in the Technical Bid differ from what is quoted in the Financial Bid.

(14) It is compulsory for the Bidder to Bid for entire solution as required in the tender.

(15) The Bidder shall bear all the costs associated with the preparation and submission of his Bid.

(16) Canvassing in any form in connection with the tender is strictly prohibited and will disqualify the Bidder.

(17) 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.

(18) The Bidders Shall duly submit the following documents/ certificate hereinafter mentioned: -

i. Memorandum of Association, Articles of Association and Certificate of Incorporation or partnership deed and registration certificate, as the case may be, of the Bidder;

ii. Authorization of the signatory of the Bid by the competent authority of the Bidder, to participate in this Bid;

- iii. Affidavit 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;
- iv. Any other document(s)/certificate(s) required to be submitted as per the tender document.

Bid(s) not conforming to any or all the above terms and conditions will be rejected.

(19) The BUYER, in its discretion, reserves the right to reject all or any of the Bids without assigning any reason.

(20) If due to administrative reasons, the venue for opening of Bids is changed, it will be conveyed to the Bidder.

### **BID PRICES**

(1) The Bidder shall give the total composite price inclusive of all kinds of Taxes viz. GST, packing, forwarding, freight and insurance etc. The basic unit price and all other components of the price need to be individually indicated against the items and services it proposes to supply under the contract and/or Bid as per the price schedule given in the Financial Bid Proforma. The offer shall be in Indian Rupees only. The price comparison shall be based on total prices of items.

(2) The Basic Unit Price quoted by the Bidder shall remain fixed during the entire period of the Bid and the Agreement; and shall not be varied on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

(3) Discount, if any, offered by the Bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.

(4) For the purpose of compliance, the Bidder shall note that the standards for workmanship, material and equipment and reference to the brand names or catalogue number, mentioned by the BUYER in its Technical specifications are only descriptive and not restrictive.

### **BIDDING AND SELECTION PROCESS:**

(1) The Bid evaluation will be done separately in a manner that all the conventional type solution/ architecture of different Bidders will be evaluated with each other, while all the modular type solution/ architecture of different Bidders will be evaluated with each other.

(2) Selection of the successful Bidder will be in two stage evaluation process:

(a) Financial and; (b) Technical

(3) Technical evaluation will be performed on the basis of information provided by the Bidder in TECHNICAL BID PROFORMA of the tender document.

(4) The BUYER 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.

(5) Technical Bids of only such Bidders who qualify the Lowest 5(Five) Financial Bid will be considered.

(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 subsequently by the Government at the time of placement of the Purchase Order or delivery, then the same will be adjusted by the SELLER.

(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 BUYER accordingly.

(9) It is unequivocally stated that: -

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 deviates from what offered in the Technical Bid and/ or in the Financial Bid.

iv. If the Bidders form a cartel. In such a situation, they would disqualify themselves from participation in any Bid invited by the District Court for three years.

**AMENDMENT OF TERMS AND CONDITIONS OF BID:**

(1) The BUYER reserves the right to modify the terms and conditions of the tender document before the last date & time of submission of Bids taking into consideration the discussions held during the pre-Bid meeting and such modification(s) will be published on the official website of the BUYER <https://districts.ecourts.gov.in/kanpurnagar> within a week.

(2) If the situation so demands the BUYER may extend the last date and time for submission of the Bid by publication of a notice on the official website of the BUYER at <https://districts.ecourts.gov.in/kanpurnagar>

**AWARD OF CONTRACT:**

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

**SIGNING OF CONTRACT:**

(1)The issue of Purchase Order shall constitute the award of contract on the successful Bidder.

**LIQUIDATED DAMAGES:**

1) The BUYER reserves the right to reject any items supplied against the Purchase Order, if found not working satisfactorily at the time of installation at site(s). The rejected items, if any, shall have to be taken back and replaced by good quality items forthwith at the cost of the SELLER. No payment will be made for the rejected item(s).

**TITLE, RISK AND INSURANCE:**

(1) Title of ownership of the items shall pass onto the BUYER from the date and time of handover. All risks of losses and/ or damages shall be borne by the SELLER till the title passes to theBUYER.

(2) The SELLER shall be responsible for supply, installation, testing and commissioning of all the items at the District Court. All the risks of losses and/or damages shall be borne by the SELLER during supply, installation, testing and commissioning of all the items.

(3) If upon installation of items they are found to be defective, then the SELLER shall replace the same by new ones and make them functional on urgent basis. Any expenditure incurred by the SELLER in replacement of the defective items shall be borne by the SELLER.

**MAINTENANCE:**

(1) The SELLER shall provide free maintenance services of the items supplied and installed by the SELLER from the date of acceptance, during the onsite comprehensive warranty support of 3 years on all working days or on urgent basis on Site of Installation.

**LIMITATIONS OF LIABILITIES:**

(1) Except the conditions of warranties expressed in the tender if anything comes out neither written nor expressed or not implied therein, but it is outcome of this tender, the BUYER and the SELLER 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, both parties can invoke the jurisdiction of the court at Kanpur Nagar.

**TERMS OF PAYMENT:**

The payment for the items supplied by the SELLER shall be made by the BUYER as follows:-

- (1) Payment shall be released on the basis of the stages of completion of work.
- (2) 20% shall be released at the time of issuing of Purchase Order and thereafter each completed stage installment of 20% shall be released.
- (3) Any decrease in rate of tax viz. GST at the time of delivery of the items to the District Court then the same will be adjusted by the SELLER.
- (4) The SELLER will pay all the applicable taxes.
- (5) Payments under the contract will be made in Indian currency only.

**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 utmost diligence whenever such causes are removed.

**JOB DISCRIPTION:****Details of Supply of Components and Installation of Nodes.****Supply of Passive component.**

S.No	Item Description	Brand/Type	A/U	Quantity
	<b>Cat6 DATA Component</b>			
1	SITC of UTP cable CAT 6, 305 Meter Box	D-Link	Nos	26
2	Information outlets CAT 6 Single (1-port)	D-Link	Nos	190
3	SITC of 24 port Patch Panel CAT 6	D-Link	Nos	10
4	Patch Cord CAT 6 Length – 1Mrts	D-Link	Nos	190
5	Patch Cord CAT 6 Length – 3Mrts	D-Link	Nos	190
	<b>PVC Items</b>			
6	Supply & installation of PVC Duct of OD Size ,25x25mm ISI mark	ISI Mark	Mtr	700
7	Supply & installation of PVC Conduit of OD Size ,32mm ISI mark	ISI Mark	Mtr	850
8	Supply & installation of Flexible Pipe 25mm	ISI Mark	Mtr	180
10	Supply & installation of Local necessary Fixtures 32MM (Accessories )	ISI Mark	Mtr	180
	<b>Network Rack</b>			
11	19 “ Rack , Wall mount 530 mm depth, 12 U height, Front glass door ( lockable, toughened 4mm), with all accessories	CP-Plus	Nos	3
12	19 “ Rack , Floor standing 800 mm depth, 24 U height, Front & back door ( lockable) , Front Glass door (toughened 4mm), with all accessories	CP-Plus	Nos	1
13	Wire Manager/Patch Chord Minder panel	D-Link	Nos	10

**Supply of Active Component: -**

S.No	Item Description	Brand	A/U	Quantity
1	CISCO Layer 2 Manageable 24 Port Switch- 10/100/1000mbps with 2 SFP Port	CISCO	Nos	10
2	Supply & installation of UPS 600VA	Luminous	Nos	3
3	Supply & installation of UPS 1KVA	Luminous	Nos	1

**Installation of Passive Component: -**

S.No	Item Description	Brand/Type	A/U	Quantity
<b>Cat 6 DATA Component</b>				
1	Laying of UTP CAT 6A / CAT 6 cable / STP( per meter)	-	Mtr	7930
2	Installation & Termination of information outlets (including termination of CAT 6A / CAT 6/ STP cable on I/O)	ISI/BSI Mark	Nos	190
3	Installation & termination of UTP cables on Patch Panel CAT 6 / CAT 6A/ STP with wire Manager	ISI/BSI Mark	Nos	190
4	Performance testing of the laid UTP CAT 6 / CAT 6A /STP cable (Penta scanner report & documentation) ( per node)	ISI/BSI Mark	Nos	190
<b>PVC Items</b>				
5	Installation of PVC Duct of 25x25mm	ISI/BSI Mark	Mtr	700
6	Installation of PVC Conduit of 32mm	ISI/BSI Mark	Mtr	850
7	Installation of Flexible Pipe 25mm	ISI/BSI Mark	Mtr	180
9	Installation of Local necessary Fixtures 32MM (Accessories )	ISI/BSI Mark	Mtr	180
<b>Network Rack</b>				
10	Installation of wall mount Rack ( 9 & 12 U) with all accessories	ISI/BSI Mark	Nos	3
11	Installation of floor mount Rack (24,32 &42 U) with all accessories	ISI/BSI Mark	Nos	1

**Installation of Active Component**

S.No	Item Description		A/U	Quantity
1	Installation of Switch	ISI/BSI Mark	Nos	10