



बिड संख्या/Bid Number: GEM/2026/B/7284982

दिनांक /Dated: 27-02-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details

बिड बंद होने की तारीख/समय /Bid End Date/Time	20-03-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	20-03-2026 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Delhi
विभाग का नाम/Department Name	Delhi High Court
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	Central Project Coordinator
वस्तु श्रेणी /Item Category	Annual Maintenance Contract for Networking Devices (Version 2) - L2 Switch; CISCO
अनुबंध अवधि /Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	50 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	4 Days
अनुमानित बिड मूल्य / Estimated Bid Value	2600000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	78000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	26

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

REGISTRAR GENERAL
DELHI HIGH COURT, SHER SHAH ROAD, NEW DELHI-110003
(Registrar General)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.
5. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
 - i. If number of technically qualified bidders are only 2 or 3.
 - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
 - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
 - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
 - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

OEM authorization certificate:As per ATC.

Payment Terms:Quarterly after satisfactory performance certified by Technical Team of this Court.

List of devices with model numbers,date of purchase,status of warranty and location[1772175777.pdf](#)

Annual Maintenance Contract For Networking Devices (Version 2) - L2 Switch; CISCO (19)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Networking Device for AMC	L2 Switch
OEM of Networking Devices	CISCO
Type of AMC	Hardware , Software and license related items of network devices
Dedicated/ toll Free Telephone No for Service Support	Yes
Requirement of Preventive Maintenance	Quarterly
Nature of Annual Maintenance Service Provider	OEM authorized service provider
Whether passive components(like cable) need to be included in AMC	Yes
ISO certification	Not required
एडऑन /Addon(s)	
Requirement of resident engineer	Yes
Requirement of Technicians	No
अतिरिक्त विवरण /Additional Details	
Model Number/Part number of networking device(In case of bid mode, buyer may upload the same in scope of work)	Networking Switch 48 port- Make:-CISCO Model-C9300-48T-E (10 nos.), Networking Switch 24 port- Make:-CISCO Model-C9300-24T-E (09 nos.), Networking Fibre Module CISCO SFP-10G-LR-S (28 Nos.), Fiber LIU fitted with Pigtaills and connectors, Patch Cords (05 nos.), One CCNA Certified Resident Engineer.

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परिषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परिषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Devices	अतिरिक्त आवश्यकता /Additional Requirement
1	JAGDEEP SINGH	110003,Delhi High Court, Sher Shah Road	19	<ul style="list-style-type: none">• Number of month for resident engineers : 24• Number of Resident engineers : 1• Number of technicians : 0

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Provisions for workmen compensation, insurance, public liability, property damage, insurance etc. to be ensured by the contractor. Also, safety measures prescribed for working in Extra High Voltage & use of personnel protective equipment must be adhered to.

3. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.

8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the सामान्य नियम और शर्तें/General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला

सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of G3M GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

IN THE HIGH COURT OF DELHI AT NEW DELHI

From:-

The Registrar General
High Court of Delhi
New Delhi.

To:-

The interested CISCO authorized firm(s)/vendor(s) based in Delhi/NCR Region only.

Note: Bidders participating in the tender must mandatorily comply with the Buyer Added Bid Specific ATC.

ADDITIONAL TERMS AND CONDITIONS (ATC) FOR AWARD OF ON-SITE COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR TWO YEARS WITH BACK TO BACK SUPPORT FROM CISCO (OEM) FOR CISCO SWITCHES, ACTIVE/PASSIVE ITEMS ETC. INSTALLED IN THE PREMISES OF DELHI HIGH COURT ALONGWITH THE SERVICES OF ONE CCNA CERTIFIED RESIDENT ENGINEER UNDER TWO PACKET SYSTEM i.e. TECHNICAL BID & FINANCIAL BID:

The below mentioned ATC will prevail over GeM GTC.

- 1. INVITATION:-** Bid(s) are invited by the High Court of Delhi from the CISCO authorized firms(s)/ vendors based in Delhi/NCR Region only for award of On-Site Comprehensive Annual Maintenance Contract (CAMC) for a period of two (02) years, for maintenance of the following electronic items installed at Delhi High Court premises :-

Sl. No.	Particulars/ Description	Qty.
1.	Networking Switch 48 port- Make:-CISCO Model-C9300-48T-E	10 Nos.
2.	Networking Switch 24 port- Make:-CISCO Model-C9300-24T-E	09 Nos.
3.	Networking Fibre Module CISCO SFP-10G-LR-S	28 Nos.
4.	Fiber LIU fitted with Pigtailes and connectors, Patch Cords	5 Nos.
5.	Services of CCNA Certified Resident Engineer	1

In case there is anything extra which is not required to be included in the CAMC, it must be clearly indicated by the bidder in their Technical bid.

2. NECESSARY DOCUMENTS TO BE UPLOADED ON THE GEM PORTAL, NON COMPLIANCE WILL LEAD TO REJECTION OF THE BID

- a) MAF authorizing the interested firm/ vendor to participate in the instant tender.
- b) Proof of Registration of Bidder's Company registered in Delhi/NCR region.
- c) Self attested valid GST Registration Certificate/ TIN No.

- d) Self attested copy of PAN Card of bidder's company.
- e) Income Tax Returns for FY 2022-23, 2023-24 and 2024-25.
- f) Copies of Work Orders/Service Agreements issued by Government authorities, Undertaking or PSU for the similar services for the last three (03) years, duly signed and stamped.
- g) Annexure-'A' i.e. Technical Compliance Sheet duly signed and stamped on the letter head of bidder.
- h) Annexure-'B' Service Assurance Certificate (*self attested on the letter head of the bidder*).
- i) Annexure-'C' i.e. Undertaking duly filled in/signed/stamped by the interested firm/vendor on the letter head of firm.
- j) Scanned copy of Earnest Money Deposit (EMD)/ Bid security of 3% of total proposed cost (incl. GST) by way of DD/ Banker's Cheque/Pay Order drawn in favour of 'The Registrar General, High Court of Delhi, New Delhi'.
- k) Scanned copy of each page of ATC duly signed & stamped in token of acceptance of ATC.
- l) Documents in support of Minimum average turnover of Rs. 50 Lakh in networking support services during the last three financial years.
- m) Other documents as envisaged in the Bid document over GeM Portal.

3. GENERAL INSTRUCTIONS/TERMS & CONDITIONS

- a) The bidder shall have a registered office based in Delhi/NCR region.
- b) The Bidder(s) must be an authorized CISCO firm/vendor to participate in the instant tender with at least 3 years experience in providing service support to Government/Public Sector Undertakings and should have a minimum average turnover of ₹50 Lakh in networking support services during the last three financial years, with duly signed and stamped Manufacturer's Authorization Form (MAF) and other relevant documentary evidence uploaded as confirmation, failing which the bidder(s) shall stand disqualified.
- c) The MSE/Startups are not exempted from submitting documents in respect of Financial Turnover of bidder and experience criteria, respectively. The MSE/startups must be authorized by CISCO (OEM) to participate in the instant tender.
- d) The MSE/Startups bidders registered with the Central Purchase Organization, National Small Industries Corporation ("NSIC") or the concerned Ministry or Department, Govt. approved sources shall stand exempted from depositing the Bid Security / EMD as per the extant laws/ GeM (General Terms and conditions) but shall upload necessary document / certificate in this regard.

- e) This Court shall have the right to call clarification(s) on GeM Portal in respect of the Bid(s), if required.
- f) In case the award letter issued to L-1 firm is cancelled due to non-acceptance of the same within the stipulated period, the firm shall be liable to be blacklisted to participate in future tenders of this Court and the EMD shall be forfeited without giving any notice. In case the L-1 firm is MSE/Startup and do not honour the award letter such MSE/Startup shall also be liable to be blacklisted.
- g) Rates offered in the Tender shall not be enhanced during the two years period of contract.
- h) Successful firm / vendor will be required to depute one CCNA certified resident engineers (having minimum experience of two years) for maintenance of hardware mentioned hereinbefore.
- i) The firm/ vendor shall indemnify the High Court of Delhi for any kind of loss due to material mishandling or damage etc.
- j) Addendum/Corrigendum/notice etc. if any will be uploaded on GeM Portal.
- k) This Court reserves the right to relax/waive or alter any of the terms & conditions at any stage if it finds sufficient reasons to do so.
- l) The bids or queries shall be submitted as per the prescribed procedure only on GeM portal. Any communication submitted by telegram/fax/e-mail/Speed Post/Courier/physically delivery of letter, etc. shall not be considered. No correspondence will be entertained in this regard.
- m) Estimated Bid Value indicated in the Bid Documents is being declared solely for the purpose of guidance on EMD amount and for determining the eligibility criteria relates to Turn Over, Past Performance and Project/Part Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive price in Bid/ RA process.
- n) The original hard copy of the Bid Security/ EMD instrument (except those who are exempted) must be submitted/ delivered in the IT Branch of this Court situated at Room No.6, Ground Floor, Lawyers Chamber Block-III, High Court of Delhi, New Delhi-110003 within 03 working days after the bid end date, positively. EMD delivered/ received after the due date and time will not be accepted. Failure to submit original Bid security /EMD instrument with the IT Branch within the prescribed time will lead to disqualification of the bid without any technical or financial evaluation.
- o) Bid Security/EMD of the Bidder(s) will be forfeited, if the bidder(s) amends its tender, impairs or derogates from the tender, fails to accept the Award letter.

- p) After completion of tender formalities with the successful bidder, the Bid Security/ EMD of the bidders who do not qualify in the instant tender process will be returned, without interest, only on receipt of their written request. It shall be the duty of the bidder(s) to reach out to the IT Branch of this Court with authority letter on letter head of the firm and collect the original Bid Security / EMD instrument against the receipt. In case of delay in collecting the Bid Security/ EMD, Delhi High Court shall not be responsible to pay any kind of interest or penalty.
- q) The EMD of successful bidder will be returned only after submission of performance security in the form of Performance Bank Guarantee or FDR and its acceptance against the CAMC. It is emphasized that hard copy of the Performance Security shall be required to be submitted in the IT Branch of Delhi High Court before award of contract.
- r) Technical bid of only those bidders, who have submitted the EMD in original in IT Branch of this Court (except those who are exempted) and uploaded all the required documents and scanned copy of EMD within the prescribed time period, will be evaluated. In case of any deficiency, the Technical Bid of the vendor shall be rejected and the financial bid of the vendor will not be opened.
- s) In the case a bidder withdraws its bid before opening of the Technical Bid without sufficient reasons, the bidder shall be blacklisted for a period of one year. However, the Earnest Money deposited by it shall be returned without payment of any interest thereon.
- t) In case a bidder withdraws its bid after opening of the Technical and Financial Bid, the bidder shall be blacklisted for a period of two years and the Earnest Money deposited by it shall be forfeited without any notice.
- u) If the firm/ vendor after the award of contract violate any of the additional terms and conditions, it shall be blacklisted for appropriate period decided by the competent authority of this Court and the PBG shall be revoked.

4. GROUNDS FOR REJECTION/DISQUALIFICATION OF BID(S)

- a) Non submission of original EMD/ Bid security instrument within the stipulated period (except those who are exempted).
- b) If multiple bids are submitted by a firm / vendor, all such quotations submitted will be liable to be rejected at the first instance.
- c) Validity of rates must not be less than 180 days from the last date of submission of the tender.
- d) Bids related to some other item not related to instant tender.
- e) Non-uploading of required documents or uploading of incomplete documents in terms of point (2) above and checklist as per Annexure-'D'.
- f) Technical Bid uploaded unsigned.

- g) Any other ambiguity in submission of bid which vitiates the tender process.
- h) Conditional Bids(s).
- i) Having the office of bidder not registered in Delhi/NCR Region.

5. THE FIRM(S)/VENDOR(S) MAY BE BLACKLISTED FOR THE FOLLOWING REASONS

- a) Withdrawal or attempt to revise the bid on any ground after opening of the same.
- b) Non acceptance of the award letter as referred to above.
- c) Non adherence to the validity of rates for 180 days from the last date of submission of tender, of services being required and offered.

6. FINALITY OF DECISION OF THE COMPETENT AUTHORITY

- a) The decision of the competent authority for short listing of the firm/vendor considering the suitability of the CAMC service(s) being offered and selection of firm/vendor after evaluation of the Technical Bid(s) shall be final & binding on all the participants in the instant tender process.
- b) This Court reserves the right to modify/amend the tender document/Terms and Conditions of the tender at a later stage and also cancel the 'Tender' without assigning any reason(s) thereof.
- c) This Court also reserves the right to reject any of the bids or all the bids or quash the whole tender process without assigning any reasons thereof. Any step taken by the competent authority to safeguard the interest of this Court shall be final and binding on all participants.
- d) The contract may be terminated at any point of time if performance is found unsatisfactory.

7. SCOPE OF WORK :-

- a) The CAMC shall include periodic preventive maintenance and cover all original/genuine spare parts to be replaced with same originality and genuineness without any extra cost during the currency of contract.
- b) In case the defect could not be rectified by replacing the spare part (s), the whole device shall be changed at the cost of service provider to avoid inconvenience in the working of this Court.
- c) The CCNA certified Resident engineer shall have minimum two (02) years experience and dedicated mobile number to receive complaints & independently do the resolution of complaints.
- d) The duty hours of the regular Resident Engineer shall be from 09:00AM to 06:00PM on all working days and on holidays and at odd hours due to exigency. In case the

regular Resident Engineer not available for duty, a substitute shall be provided without any gap of time to avoid inconvenience to this Court.

8. RATES, TAXES & PAYMENT

- a) Lump sum value of the contract shall be mentioned including all taxes & all other costs. No extra charge on any head will be borne by the High Court of Delhi.
- b) Applicable taxes, if any, shall be clearly indicated separately.
- c) The payment against the CAMC shall be released quarterly only on the basis of satisfactory performance for the quarter duly certified by the Network Administrator/Technical Team of this Court. The selected firm / vendor shall be careful while submitting their invoices in respect of its correctness in all manners. At any point of time, if it is found that extra payment is made on account of any error or omission on the part of the firm or due to any other reason, the firm / vendor shall be responsible to deposit the said extra payment to High Court of Delhi without having any objection.
- d) The bill/invoice in triplicate towards each quarter shall be raised in the name of Registrar General, Delhi High Court, New Delhi-110503
- e) There will not be any partial payment. No advance payment will be made in any case.

9. PERFORMANCE BANK GUARANTEE (PBG)

- a) The successful bidder shall furnish a Performance Security in the form of Performance Bank Guarantee or FDR equivalent to 5% of the total contract value valid for 26 months favouring Registrar General, High Court of Delhi. The award letter shall be issued only after receipt of Performance Security in IT Branch of this Court.
- b) No interest shall be payable by Delhi High Court against PBG/ FDR.
- c) The PBG/FDR shall remain valid for the CAMC period plus two (02) months.
- d) EMD shall be released without payment of any interest thereon, only after acceptance of the PBG/FDR

10. GENERAL & STATUTORY CONDITIONS

- a) The successful bidder after award of order shall submit proper authorization letter care pack from the OEM/manufacturer i.e. CISCO.
- b) Sub-contracting or sub-letting of the contract is strictly prohibited.
- c) Resident Engineer shall maintain strict discipline and decorum in Court premises.

- d) Resident Engineer shall attend duties from 9:00 AM to 6:30 PM on all working days and provide 24x7 support, including holidays and odd hours, if required.
- e) The vendor shall ensure verification and police verification of the Resident Engineer and submit his/her credentials to the IT Branch of this Court.
- f) The service provider/contractor shall be solely responsible for payment of wages to Resident Engineer engaged for execution of the CAMC at rates not less than the minimum wages as notified by the Government of NCT of Delhi from time to time, in accordance with applicable labour laws. Delhi High Court shall not be liable for any claim arising out of non-compliance of the same.
- g) The Service Provider is required to submit the copies of educational/technical qualification certificates being possessed by the Resident Engineers deputed by it. It will be the duty of the service provider to have the credentials of the Resident/Service Engineer certified and verified from the concerned authorities and submit the same to IT Branch, Delhi High Court.
- h) Delhi High Court reserves the right to review the performance whenever it so desires, and also to terminate the contract at any point of time during the tenure of the contract in case the performance and the service rendered by the Service Provider is found to be unsatisfactory. The decision of Delhi High Court shall be final & binding on the service provider & the service provider shall have no right to challenge the aforesaid decision.
- i) The selected vendor/firm will have to execute Service Agreement with this Court towards the services to be provided during the term of contract.
- j) In case of replacement of any faulty part, the Service Provider has to replace the parts on their own cost, no extra charge will be paid by this Court. The parts should be genuine and same make as original (CISCO).
- k) Defective parts discovered during maintenance should be repaired or replaced by new original parts of same OEM. Also the service provider must maintain an inventory of critical spare parts/device at their local facility ensuring the availability of spare parts in case of equipment failure and to restore its functionality within time to avoid penalty.
- l) In case of unavailability of spare parts, the Bidder needs to provide an equivalent or higher model of the spare part or whole equipment from the same OEM.
- m) The service provider will be responsible for regular/periodical updates of relevant software/firmware/patches running on the hardware under this CAMC.
- n) Whenever a Maintenance work will be done, the Service engineer will submit a detailed Report of the work to the Technical Team/Network Administrator of this Court.
- o) The Service Provider would provide necessary tools and instruments to their Resident Engineer for the purpose of servicing the equipment onsite covered by the contract.

11. PENALTIES FOR DELAY IN COMPLAINT RESOLUTION:-

- a) 0.5% will be deducted from the quarterly bill if the engineer fails to rectify the minor complaint notified on each instance beyond 2 hours of the complaint received. In case of major complaint which cannot be rectified within two hours, the vendor has to supply same level of device for continued functioning of the network.
- b) 5% will be deducted from the quarterly bill if the resident engineer fails to resolve the complaint beyond 24 hours or service provider fails to provide the substitute device after 24 hours.

12. OPENING OF FINANCIAL BID:-

- a) After evaluation of the Technical Bid, the Financial Bids of qualified bidders will be opened on GeM Portal as per procedure. If the date of opening of Financial Bids falls on holiday being observed by High Court of Delhi, the Financial Bids will be opened on the next working day.

13. FINANCIAL BID:-

- a) Rates shall be quoted in Indian Rupees. No exemption will be provided for correction in the financial bid. Moreover, in case of conflict in amount mentioned in numbers and words, the amount mentioned in words will prevail.
- b) The total value of the contract shall be mentioned inclusive of all taxes/charges. No hidden or extra charges shall be payable by High Court of Delhi later.
- c) The request made by 'successful bidder' for variation in rates due to fluctuation in the foreign exchange rate or escalation or other factors shall not be considered except change in the rate of GST by the Central and State Government.
- d) Any change in the rate of GST during the Contract shall be communicated by the Service Provider to the IT Branch of this Court immediately with documentary proof i.e. Notification issued by Central/State Government to this effect.

Note: No employee of this Court or his/her dependent family members be involved in the instant tender process in contravention of the requirement/provision contained in Central Civil Services (Conduct) Rules, 1964.

Annexure-'A'
To be uploaded on GeM Portal

TECHNICAL COMPLIANCE SHEET FOR AWARD OF ON-SITE COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) OF NETWORK SWITCHES AND ITS ACTIVE/PASSIVE ITEMS ALONG WITH SERVICES OF ONE RESIDENT ENGINEER AS PER REQUIRED SPECIFICATION:-

Sl. No.	Particulars/ Description	Qty.	Compliance (Yes/No)
1.	Networking Switch 48 port- Make:-CISCO Model-C9300-48T-E	10 Nos.	
2.	Networking Switch 24 port- Make:-CISCO Model-C9300-24T-E	09 Nos.	
3.	Networking Fibre Module CISCO SFP-10G-LR-S	28 Nos.	
4.	Fiber LIU fitted with Pigtails and connectors, Patch Cords	5 Nos.	
5.	Services of CCNA Certified Resident Engineer	1	

Annexure-'B'
To be uploaded on GeM Portal

SERVICE ASSURANCE CERTIFICATE

FOR AWARD OF COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) OF CISCO SWITCHES, ACTIVE/PASSIVE ITEMS ETC. INSTALLED IN THE DELHI HIGH COURT

It is assured that before offering the bid, I/we have carefully reviewed the product for which CMAC is required, in terms of the requirement of Delhi High Court and if the Award Letter is awarded I/we are bound to provide the required services fulfilling all the norms of the tender.

Signature of the authorized
Signatory of the firm/company/organization
Official Stamp/Seal

Date:-

Place:-

Annexure- 'C'

UNDERTAKING

I/We undertake that neither the firm (name of the firm) nor its Partner/Director/Proprietor (name of all owners) has/have been blacklisted / banned and its Business dealings with any Central / State Government / Public Sector Undertaking / Autonomous Bodies has/have been banned/ terminated on account of poor performance / conduct.

I/we also undertake that all the terms and conditions of the instant Tender Notice are acceptable to me/us.

I/We further undertake that I/we have confirmed and correctly applied the HSN Code of the required item and its corresponding applicable GST rate as on date with sole responsibility.

Signature of the authorised
Signatory of the firm/company/organization
Official Stamp/Seal

Date:-

Place:-

Annexure 'D'

CHECKLIST OF REQUISITE DOCUMENTS

S.No.	Description of requisite Documents	Compliance : Yes/No
1.	MAF authorizing the interested firm/ vendor to participate in the instant tender as per condition 2 (a) of ATC document.	
2.	Proof of Registration of BIDDER'S Company registered in Delhi/NCR region as per condition 2 (b) of ATC document.	
3.	Self attested valid GST Registration Certificate/ TIN No. as per condition 2 (c) of ATC document.	
4.	Self attested copy of PAN Card of bidder's company as per condition 2 (d) of ATC document.	
5.	Income Tax Returns for FY 2022-23, 2023-24 and 2024-25 as per condition 2 (e) of ATC document.	
6.	<p>Copies of Work Orders/Service Agreements issued by Government authorities, Undertaking or PSU for the last three (03) years for similar services, duly signed and stamped as per condition 2 (f) of ATC document.</p> <p>The firm is required to submit Experience Certificates maintaining similar equipment i.e. CISCO Switches etc. from the respective Government/Public Sector Undertakings substantiating a minimum of three years of mandatory work experience.</p>	
7.	Annexure-'A' i.e. Technical Compliance Sheet as per condition 2 (g) of ATC document on the letter head of firm.	
8.	Annexure-'B' Service Assurance Certificate (<i>self attested on the letter head of the bidder</i>) as per condition 2 (h) of ATC document.	
9.	Annexure-'C' i.e. Undertaking duly filled in/signed/stamped by the interested firm/vendor as per condition 2 (i) of ATC document on the letter head of firm.	
10.	The bidder(s)) must be an authorized CISCO firm/vendor to participate in the instant tender with at least 3 years experience in providing service support to Government/Public Sector Undertakings and should have a minimum turnover of ₹50 Lakh in networking support services during the last three financial year with duly signed and stamped Manufacturer's Authorization Form (MAF) and other relevant documentary evidence	

	uploaded as confirmation.	
11.	Scanned copy of Earnest Money Deposit (EMD)/ Bid security of 3% of total proposed cost (incl. GST) by way of DD/ Banker's Cheque/Pay Order drawn in favour of 'The Registrar General, High Court of Delhi, New Delhi' as per condition 2 (j) of ATC document.	
12.	Scanned copy of each page of ATC duly signed & stamped in token of acceptance of ATC as per condition 2 (k) of ATC document.	
13.	Address of Service Centre based in Delhi/NCR (if any) be provided.	
14.	Documents in support of Minimum average turnover of Rs. 50 Lakh in networking support services during the last three financial years as per condition 2 (l) of ATC document.	
15.	Other documents as envisaged in the Bid document over GeM Portal as per condition 2 (m) of ATC document.	