

Open Competitive Bid (OCB)

for

Engaging an agency for providing comprehensive annual maintenance for ITC network infrastructure installed @ High Court of Andhra Pradesh



High Court of Andhra Pradesh

Nelapadu, Amaravati-522237

Website: <https://hc.ap.nic.in/>

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1 SCOPE OF WORK

1.1 INTRODUCTION

Vide notification No.K.11018/01/2014-U.S.I, dated:27-Dec-2018, Ministry of Law & Justice (Department of Justice)-Gol-New Delhi, Hon'ble President of India has constituted a separate High Court for the State of Andhra Pradesh, namely, the High Court of Andhra Pradesh, from the 1st day of January, 2019 with the principal seat of such High Court at Amaravati in the State of Andhra Pradesh.

Subsequently, APCRDA (Andhra Pradesh Capital Region Development Authority) has taken up the construction of this project and completed the same along with supply, installation and activation of network infrastructure for smooth flow of LAN, Wi-Fi, Voice etc. operations from the High Court of Andhra Pradesh.

In this connection, in order to ensure smooth flow of office operations from the High Court of Andhra Pradesh, the network infrastructure indicated in the pre-para requires frequent and regular maintenance on daily basis including but not limited to the work scope / activities listed in section 1.2.

Therefore, High Court of Andhra Pradesh wishes to engage an agency for providing comprehensive annual maintenance for ITC network infrastructure installed @ High Court of Andhra Pradesh at Amaravati. The tentative quantity of the existing network infrastructure installed @ AP High Court and tentative items/man power required for this maintenance is mentioned in the subsequent sections of this document. High Court of Andhra Pradesh is looking for vendor(s) who have experience in providing the above type of services to various institutions.

1.2 WORK SCOPE

The successful bidder has to provide the network infrastructure maintenance services to the High Court of Andhra Pradesh as per the below-mentioned work scope. Hereafter, the High Court of Andhra Pradesh will be referred as "Authority" in this tender document.

Activities to be carried out by successful bidder includes but not limited to the following:

1. Checking bandwidth throughput and distributing the fine-tuned bandwidth to all end-users i.e., to ensure smooth flow of LAN/Wi-Fi to end user infrastructure.
2. Follow-up with ISP (Internet Service Provider(s)) on all internet related tasks.
3. Implementation of organization policies over network through firewall as per the instructions of Authority.
4. Activation of redundant network infrastructure over primary as per the instructions of Authority.
5. Attending all kind of network maintenance activities at High Court of Andhra Pradesh and also at Hon'ble Chief Justice Bungalow on daily basis as per the

- instructions of the Authority.
6. Taking all pro-active and re-active steps to ensure hardware and software protection to the entire ITC network infrastructure installed in High Court of Andhra Pradesh and also Hon'ble Chief Justice Bungalow.
 7. Inspection and providing alerts to the authority on all the network infrastructure related licenses / software / subscriptions / warranty / end-of-life etc. on pro-active basis and renewing them on cost-to-cost basis (if required).
 8. Activation of MAC based LAN/Wi-Fi within the organization as per the instructions of Authority.
 9. Performing all kind of Network Hardware checks and rectification of the same.
 10. Ensuring uninterrupted and stable flow of power supply to network infrastructure and to take precautionary measures to fine-tune the same on cost-to-cost basis (if required) as per the instructions of authority.
 11. Ensuring 100% end-to-end network cable / equipment connectivity without any network loss(es).
 12. Identification of network cable cuts and re-laying/replacing/splicing etc. of network cables in those areas without any network loss(es).
 13. Identification / numbering / dressing / tagging of each and every data / voice port in the organization on both sides of end-user and hub room.
 14. Maintenance of server room / NOC (Network Operating Center) / Network Hub Rooms w.r.to the factors of temperature / power / rodent entries / cleanliness / dressing / tagging / numbering etc. and taking all proactive / reactive steps in ensuring 100% compliance to the same as per the existing industry standards.
 15. Providing training and documentation on the network infrastructure present in the High Court of Andhra Pradesh on comprehensive basis.
 16. Taking the responsibility of 24*7 network infrastructure availability (minimum 99.5% availability and uptime) for the entire maintenance period...Also, to take the responsibility of ownership in every issue that is raised to OEM (Original Equipment Manufacturer) for better co-ordination and speedy resolution.
 17. Any other network maintenance related task as entrusted by the Authority during maintenance period.

1.3 TENTATIVE ITC NETWORK INFRASTRUCTURE INSTALLED @ HIGH COURT OF ANDHRA PRADESH

Part No.	Make & Model	Count (No's)
JL319A	Aruba 2930M 24G Fully Manageable Non-PoE Network Switch	61
JL320A	Aruba 2930M 24G Fully Manageable PoE+ Network Switch	15
JL075A	Aruba 3810M 16SFP+ Network Core Switch-1	1
	Aruba 3810M 16SFP+ Network Core Switch-2	
JW743A	HPE Aruba 7200 Wi-Fi Controller (Primary)	1
	HPE Aruba 7200 Wi-Fi Controller (Secondary)	
Fortigate 500E	Fortigate 500E Firewall (Primary)	1
	Fortigate 500E Firewall (Secondary)	
AP303	Aruba 303 Wi-Fi Access Point	130
Grand Total		212
UTP Cable	CAT6A-UTP Lan Cable (Qty in mtrs)	90050

1.4 MANPOWER & MATERIAL REQUIREMENTS

The successful bidder to provide the following manpower and material to the authority on exclusive basis during the entire maintenance period on 18*6 manner to provide uninterrupted and smooth maintenance to the network infrastructure installed at High Court of Andhra Pradesh as per the work scope defined in section 1.2:

Manpower:

- 01 no's of Network Administrator with minimum of any skilled qualification and with minimum of 5 years industry experience and sound technical knowledge in handling the active network infrastructure for any prestigious institution present within India.
- 01 no's of Technical Assistant / Engineer with minimum of intermediate/diploma/degree qualification and with minimum of 3 years industry experience and sound technical knowledge in handling the passive network infrastructure for any prestigious institution present within India.

Note:

1. Manpower to be provided by the successful bidder on exclusive basis and bidder has to take the responsibility of replacing the manpower within no time if the existing resource has vacated the office for whatsoever reason.
2. The Authority reserves its right to conduct interview(s) for the man power provided by the bidder and to accept/reject the man power provided towards the network infrastructure maintenance.

Material:

- The bidder has to obtain the service/support pack from the respective OEM's (Original Equipment Manufacturer) for all the items listed in section 1.3 and to take responsibility of replacement of any or all of the items listed in section 1.3 with same make & model (or) equivalent/higher and compatible item in case of any hardware / software / operation failure.
- CAT6A-UTP LAN Cable—3000 mtrs
- Multi-mode/Single-Mode 6F Armored Fiber Cable—1000 mtrs
- CAT6A patch panels—02 no's
- Splicing Tool—01 no's
- Crimping and Punching Machine—01 no's
- Fiber and CAT6A cable connectivity checking machine/equipment—01 no's
- All kinds of fiber patch cords with respective peripherals as required—05 no's
- CAT6A i/o's, jacks, dual and single face plates, back boxes, 1 mtr patch cords, 2 mtr patch cords, 1 inch / 2 inch PVC piping and casing, any other network peripherals and labour etc.—lump sum as required in the due course of maintenance

Note:

1. *The Authority reserves its right to conduct quality test(s) for the material provided by the bidder and to accept / reject the material provided towards the network infrastructure maintenance.*

1.5 SLA (Service Level Agreement) & PENALTIES:

1. The original call log for all the logged calls of complaints & calls closed status should be sent by email to department on fortnightly basis for monitoring.
2. The successful bidder should be able to resolve all the calls related to services mentioned in section 1.2 through below mentioned SLA:

Priority/SLA	Acceptance SLA	Response SLA	Resolution SLA
Priority1	2hrs	4hrs	24hrs
Priority2	8hrs	12hrs	48hrs
Priority3	24hrs	24hrs	72hrs

Note: Priority and type of call logging for any kind of call will be solely decided by the authority based on the urgency and impact.

3. Also, a date wise abstract of calls logged and repair status within SLA and outside SLA for the logged calls should be provided to the authority in the following format with supporting call reports duly signed by the user:

		Calls closed						
Date	No. of calls logged	Within 12hrs	Within 24hrs	Within 48hrs	Within 72hrs	Within 5 days	Within 10 days	Within 15days

The above tables in point number 2, 3 under this section 1.5, may be used for calculation of penalties for not meeting the SLA requirements during maintenance period. In case the service/information is not provided as mentioned above, a penalty of 1% per week up to a maximum of 10% of PV will be levied until the service/information is provided.

The penalty amount shall be deducted from the amounts payable (Bills/Performance Security/EMD etc.) to the Service provider by the Authority. Once this amount is exhausted, penalty amount shall be recovered from the service provider through recoupment of performance security through written notice.

4. Persistent complaints from the user department during the maintenance period relating to the improper service will be sufficient ground for the Authority to debar and blacklist the successful bidder from participating in the future tenders.

2 BID PROCESS

2.1 INSTRUCTIONS TO BIDDERS:

1. Tender call or invitation for bids means the detailed notification seeking a set of solution(s), service(s), materials or any combination of them.
2. Specification means the functional and technical specifications or statement of work, as the case may be.
3. Firm means a company, authority, co-operative or any other organization incorporated under appropriate statute as is applicable in the country of incorporation.
4. Bidder means any firm offering the solution(s), service(s) and/or materials required in the tender call. The word vendor when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder with whom the Authority signs the contract for rendering of goods and services.
5. Each Tenderer shall submit only one Tender for the work. A Tenderer who submits more than one Tender will cause dis-qualification of all the Tenders submitted by the particular Tenderer.
6. Technical bid means that part of the offer that provides information to facilitate assessment by the authority, professional, technical and financial standing of the bidder, conformity to specifications etc.
7. Financial Bid means that part of the offer, that provides price schedule, total project costs etc in Indian Rupee.
8. Two-part Bid means the Technical bid and Financial bids and their evaluation is sequential.
9. Composite/Techno-Commercial bid means a bid in which the technical and

- financial parts are combined into one and their evaluation is in parallel.
10. Goods and services mean the solution(s), service(s), materials or a combination of them in the context of the tender call and specifications.
 11. The word goods when used singly shall mean the hardware, firmware component of the goods and services.
 12. Maintenance/Service period means period mentioned in bid document for maintaining the systems.

2.2 GENERAL ELIGIBILITY:

1. This invitation for bids is open to all firms globally, who are eligible to do business in India under relevant Indian laws as is in force at the time of bidding subject to meeting the eligibility criterion.
2. Bidders marked/considered by the authority to be ineligible to participate for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
3. Bidder debarred/ blacklisted by any Central or State Govt. / Quasi-Govt. Departments or organizations as on bid calling date for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
4. Breach of general or specific instructions for bidding, general and special conditions of contract with the authority or any of its user organizations may make a firm ineligible to participate in bidding process.

2.3 BID FORMS:

1. Wherever a specific form is prescribed in the bid document, the bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.
2. For all other cases the bidder shall design a form to hold the required information.

2.4 COST OF BIDDING:

1. The bidder shall bear all costs associated with the preparation and submission of its bid, and the Authority will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
2. Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

2.5 CLARIFICATION OF BIDDING DOCUMENTS:

1. A prospective bidder/vendor requiring any clarification of the bidding documents may notify the contact person from the Authority.

2.6 AMENDMENT OF BIDDING DOCUMENTS:

1. At any time prior to the deadline for submission of bids, the Authority, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment.
2. The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender document and seek clarification if any from the Tender Inviting Authority. Any offline bid submission clause in the tender document could be neglected.
3. The bidder has to keep track of any changes by viewing the Addendum/Corrigenda issued by the Tender Inviting Authority on time-to-time basis in the High Court of Andhra Pradesh website platform/any other Portal. The Authority calling for tenders shall not be responsible for any claims/problems arising out of this.
4. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Authority, at its discretion, may extend the deadline for the submission of bids.

2.7 PERIOD OF VALIDITY OF BIDS:

1. Bids shall remain valid for the days or duration specified in the bid document, after the date of bid opening prescribed by the Authority. A bid valid for a shorter period shall be rejected as non-responsive.
2. In exceptional circumstances, the Authority may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. A bidder granting the request will not be permitted to modify its bid.

2.8 TYPE OF BIDDING:

Sealed Box Tender through open notification publication in the High Court of Andhra Pradesh website (<https://aphc.gov.in/>).

2.9 SUBMISSION OF BIDS:

1. The bidders shall submit their techno-commercial/composite bid in the format of "Form-F1" mentioned in this bid document through the dedicated sealed tender box present in the Computer Section, O/o High Court of Andhra Pradesh, Nelapadu, Amaravati.

2.10 DEADLINE FOR SUBMISSION OF BIDS:

1. Bids must be submitted through the dedicated sealed tender box present in the Computer Section, O/o High Court of Andhra Pradesh, Nelapadu, Amaravati not later than the bid submission date and time specified in the tender call notice.
2. The authority may, at its discretion, extend this last date for the submission of bids by amending the tender call, in which case all rights and obligations of the authority and bidders previously subject to the last date will thereafter be subject to the last date as extended.

2.11 LATE BIDS:

Any bid not received by the last date for submission of bids will be rejected and returned unopened to the bidder.

2.12 MODIFICATION AND WITHDRAWAL OF BIDS:

1. No bid can be modified subsequent to the deadline for submission of bids.
2. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity.

2.13 GENERAL BUSINESS INFORMATION:

The bidder shall furnish general business information to facilitate assessment of its professional, technical and commercial capacity and reputation.

2.14 STATEMENT OF IMPORTANT LIMITS/VALUES/CONDITIONS RELATED TO BID:

S.No.	Item	Description
1	Name of the Work	High Court of Andhra Pradesh - Engaging an agency for providing Comprehensive Annual Maintenance (C-AMC) for ITC network infrastructure installed @ High Court of Andhra Pradesh
2	Estimate Contract Value of the work	Rs.50,00,000/-
3	Type of Bidder eligible	Firm Registration/ Sole Proprietary/ Certificate of Incorporation - Copy of registration certificate should be submitted
4	Type of Bidding	Sealed Box Tender through open notification publication in the High Court of Andhra Pradesh website (https://aphc.gov.in/)
5	Submission of Bids	Techno-Commercial/composite bid in the format of "Form-F1" mentioned in this bid document through the dedicated sealed tender box present in the Computer Section, O/o High Court of Andhra Pradesh, Nelapadu, Amaravati
6	EMD (Earnest Money Deposit)	Rs.50,000/-(Rupees Fifty Thousand Only)
7	EMD Payment Mode	Through DD only in favour of "The Registrar (Administration), High Court of Andhra Pradesh" along with techno-commercial bid
8	Bid Validity Period	30 days from the date of opening of bids
9	Variation in quantities, technical specifications	+/- 10% (as approved by the authority) keeping in view of physical site conditions
10	Contract Agreement Period to be entered	Within 1 month from the date of award of work

S.No.	Item	Description
11	Maintenance Period	02 years from the date of signing the contract agreement
12	Performance Security	Rs.1,50,000/- (Rupees One Lakh and Fifty Thousand Only)
13	Performance Security Payment Mode	Through Bank Guarantee (BG) in favour of "The Registrar (Administration), High Court of Andhra Pradesh"
14	Period for furnishing Performance Security	At the time of entering contract agreement
15	Performance Security validity/return period	Within 30 days after completion of Maintenance Period
16	Payment Terms	On post-quarterly basis upon satisfactory service certificate from respective officer-in-charge attached to Computer Section
17	LD for late deliveries/service	<p>Liquidated damages as mentioned below shall be levied for the late delivered or deemed late delivered/installed goods/products/services.</p> <ol style="list-style-type: none"> i. 1% of the total contract value for one week or part thereof, ii. 1.5% of the total contract value for two weeks or part thereof, iii. 2% of the total contract value for three weeks or part thereof, iv. 2.5% of the total contract value for four weeks or part thereof and so on with 0.5% subsequent increment of LD per week for more than four weeks or part thereof with a cap of 10% on the total contract value for late delivery/installation or deemed late delivered/ installed goods / services for that location/site <p>The LD amount shall be deducted from the amounts payable to the vendor by the authority. Once this amount is exhausted, LD amount shall be recovered from the PBG/EMD. Once the PBG/EMD is exhausted, the vendor will be required to recoup the Performance Security. If the Vendor fails to recoup the Performance Security, the Vendor will be debarred from participating in tenders till the time he recoups the Performance Security.</p>
18	Maximum LD for late deliveries/installation	Maximum LD for late deliveries/installations: 10% on the Total Contract value for late delivery/installation or deemed late delivered/installed goods / services
19	Penalty for failure to provide service during maintenance period for all items	For any delay beyond permissible down time (as per the discretion of the authority), a penalty of Rs. 200/- will be levied for each day or part there of subject to a maximum of 10% of the total contract value.

S.No.	Item	Description
		*The penalty amount shall be deducted from the amounts payable to the Vendor by the authority. Once this amount is exhausted, penalty amount shall be recovered from the PBG/EMD. Once the PBG/EMD is exhausted, the Vendor will be required to recoup the Performance Security. If the Vendor fails to recoup the Performance Security, the Vendor will be debarred from participating in tenders till the time he recoups the Performance Security.
20	Bid document download Start Date & Time	22-04-2024
21	Bid Submission Closing Date & Time	29-04-2024 @ 03:00 PM
22	Date of Opening the Techno-Commercial Bid	30-04-2024 @ 11:00 AM

2.15 QUALIFICATION CRITERIA

1.1 The tenderer shall furnish/upload the following particulars and supported documentary evidence.

- a) Firm Registration/ Sole Proprietary/ Certificate of Incorporation - Copy of registration certificate should be submitted.
- b) The bidder should be in business of manufacture or supply or maintenance of the network infrastructure related equipment for a minimum period of one (1) year as on bid calling date with at least one registered office in India. Information on major past supplies or maintenance under the relevant product/services for the last three (3) previous financial years of 2020-21, 2021-22 and 2022-23 shall be furnished.
- c) The bidder should have at least 1 (one) registered office/service center by own within 100 km radius of O/o High Court of Andhra Pradesh, Nelapadu, Amaravati with a team of at least 2 (two) members who are technically sound to support any issue at any time for the items specified in this tender. Supporting documents for the same shall also be furnished.
- d) The bidder should have an average turnover or income of Rs.1 Crore or more during three (3) of the financial years of 2020-21, 2021-22 and 2022-23 and should have positive net worth. Authenticated certificate from any designated authority like Chartered Accountant/Income Tax Department etc. certifying the above mentioned criteria should be produced.
- e) The bidder should have executed at least 01 no's of similar projects w.r.to supply or maintenance or service or AMC with minimum of Rs.50 Lakhs worth on network infrastructure over any of the past 5 financial years and satisfactory completion certificate from any 01 no's of client(s) in this regard shall be produced.
- f) The bidder has to produce Authorization Form from the respective OEM (Original Equipment Manufacturer) i.e., HP / HPE / Aruba /Fortinet etc. that his / her agency is eligible to take up the maintenance for the network

infrastructure items specified in section 1.3.

- g) The bidder has to produce the evidence of service/support pack obtained from the respective OEM's (Original Equipment Manufacturer) for all the items listed in section 1.3 and to undersign the letter of acceptance of taking responsibility of replacement of any or all of the items listed in section 1.3 with same make & model (or) equivalent and compatible item in case of any hardware / software / firmware / operation failure.
- h) The bidder should submit a copy of PAN registration of the company / proprietor.
- i) The bidder should submit a copy of GST Registration Certificate with Govt. of Andhra Pradesh (in case of a firm).

Note:

- 1.2 Even though the tenderers meet the above qualifying criteria, they are liable to be disqualified / debarred / suspended / blacklisted if they have
 - Furnished false / fabricated particulars in the forms, statements and / annexures submitted in proof of the qualification requirements and/or
 - Not turned up for entering into agreement, when called upon.
 - Record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/or
 - Participated in the previous bidding for the same work and had quoted unreasonably high tender percentage and
 - Even while execution of the work, if found that the work was awarded to the Vendor based on false / fake certificates of experience, the Vendor will be blacklisted and work will be taken over invoking relevant clause.
- 1.3 Tenders with an excess of above 5% of the estimated contract value shall summarily be rejected.
- 1.4 For tenders up to 25% less than the estimated contract value of work, no additional security deposit is required. But for tenders less than 25% of the estimated Contract Value of work, the difference between the tendered amount and 75% of the estimated contract value, shall be paid by the successful tenderer at the time of concluding agreement as an additional security to fulfill the contract through a Bank Guarantee from any Nationalized Bank / Scheduled bank in the prescribed format valid till completion of the work in all respects.
- 1.5 If the percentage quoted by a tenderer is found to be either abnormally high or within the permissible ceiling limits prescribed but under collusion or due to unethical practices adopted at the time of tendering process, such tenders shall be rejected.

2.16 BIDDING PROCEDURE:

Techno-Commercial Bids shall be submitted offline through the dedicated sealed tender box present in the Computer Section, O/o High Court of Andhra Pradesh, Nelapadu, Amaravati within the stipulated timelines as mentioned in the NIT.

2.17 EVALUATION OF BIDS:

Tender Evaluation Committee (TEC) shall be constituted by the Authority for evaluation of the bids, propose the L1 (lowest quoted) bidder among responsive/qualified bidders who have submitted their bids in the format-F1 mentioned in this document and to scrutinize the profile of L1 bidder (Company Registration, GST Certificate of the company, PAN Registration of the company, Turnover of the company, Major past supplies of the company etc.) before issue of "Letter of Consent" / "Award of Work". Bidders have to submit their bids only in the format-F1 mentioned in this document.

The sealed tender box shall be opened in presence of tender evaluation committee at the stipulated time as mentioned in the NIT and at least 03 no's of employees (01 no's from TEC + 02 no's of witnesses {or} 02 no's from TEC + 01 no's of witnesses) from the respective department/registry of the Authority shall physically sign the techno-commercial proposals (along with respective envelopes) submitted by the bidders to identify the L1 bidder.

Contacting the Authority:

1. Bidder shall not approach the officers of authority outside of office hours and / or outside the authority office premises, from the time of the tender call notice to the time the contract is awarded.
2. Any effort by a bidder to influence the officers of authority in the decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder's offer and bidder may also be marked as ineligible for future bids. If the bidder wishes to bring additional information to the notice of the authority, it should do so in writing.

Authority right to vary quantities at time of award:

The authority reserves the right at the time of award to increase or decrease the quantity, as indicated in tender call, from the quantity of goods and services originally specified in the specification without any change in unit price or other terms and conditions.

Authority right to accept any bid and to reject any or all bids:

The Authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

Corrupt, fraudulent and unethical practices:

- a. "Corrupt practice" means the offering, giving, receiving or soliciting of

anything of value to influence the action of a public official in the process of contract execution and

- b. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition:
- c. "Unethical practice" means any activity on the part of bidder, which try to circumvent tender process in any way. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc after opening of first bid will be treated as unethical practice.
- d. The authority will reject a proposal for award and also may debar the bidder for future tenders, if it determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or in executing a contract.

3 CONTRACT

3.1 GENERAL CONDITIONS OF CONTRACT:

Definitions:

In this contract, the following terms shall be interpreted as indicated. Terms defined in general instructions to bidder's section shall have the same meaning.

- a) "Contract" means the agreement entered into between the Authority and the vendor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- b) "Contract price" means the price payable to the vendor under the contract for the full and proper performance of its contractual obligations;
- c) "Incidental services" means those services ancillary to the supply of the goods and services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the vendor covered under the contract;
- d) "GCC" means the general conditions of contract contained in this section. e) "SCC" means the special conditions of contract if any.
- e) "Authority" means the High Court of Andhra Pradesh.
- f) "Purchaser/User/Authority" means ultimate recipient of goods and services.
- g) "Vendor or Bidder or Tenderer or Contractor" means the individual or firm supplying the goods and services under this contract.
- h) "Project site", where applicable, means the place(s) where goods/services are to be made available to user.
- i) "Officer-in-Charge" means any officer appointed/nominated by the authority as single point of contact for the subject contract on behalf of the authority.
- j) "Day" means calendar day.
- k) "Up time" means the time period when specified services with specified technical and service standards are available to user(s)
- l) "Down time" means the time period when specified services with specified technical and service standards are not available to user(s).

- m) "PV" means Project Value.
- n) "SLA" means Service Level Agreement.
- o) "UOM" means Unit of Measurement.
- p) "LD" means Liquidated damages.
- q) "PBG" means Performance Bank Guarantee.

Interpretation:

In interpreting these Conditions of Contract, singular also means plural, male also means female, and vice-versa. Headings have no significance. Works have their normal meaning under the language of the contract unless specifically defined. The Officer-in-charge will provide instructions clarifying queries about the conditions of Contract.

The documents forming the Contract shall be interpreted in the following order of priority:

- 1) Agreement
- 2) Letter of Acceptance, notice to proceed with the works
- 3) Vendor's Tender (Technical bid)
- 4) Conditions of contract

Officer-in-charge's Decisions:

Except where otherwise specifically stated, the Officer-in-charge will decide the contractual matters between the Department and the Vendor in the role representing the Department.

Delegation:

The Officer-in-charge may delegate any of his duties and responsibilities to other officers and may cancel any delegation by an official order issued.

Communication:

Communication between parties, which are referred to in the conditions, are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

Application:

These general conditions shall apply to the extent that they are not superseded by provisions of other parts of the contract.

Standards:

The goods supplied under this contract shall conform to the standards mentioned in the specifications, and, when no applicable standard is mentioned, the authoritative standards appropriate to the goods' country of origin shall apply. Such standard shall be the latest issued by the concerned institution.

Use of documents and information:

1. The vendor shall not, without prior written consent from the Authority, disclose/share/use the bid document, contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the authority in connection therewith, to any person other than a person employed by the vendor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
2. The Vendor shall not, without prior written consent of the authority, make use of any document or information made available for the project, except for purposes of performing the Contract.
3. All project related document (including this bid document) issued by the Authority, other than the contract itself, shall remain the property of the Authority and shall be returned (in all copies) to the Authority on completion of the Vendor's performance under the contract if so required by the Authority.

Transportation& Logistics:

Transportation of the goods/manpower/material etc. to the project site(s) shall be arranged by the vendor at his own cost. Further, accommodation/logistics/food etc. for the manpower supplied shall be arranged by the vendor at his own cost.

Vendor's Risks:

All risks of loss of or damage to physical property and of personnel injury and death, which arise during and in consequence of the performance of the Contract, are the responsibility of the Vendor alone. Further, the Vendor shall be responsible for the safety of all activities including technical personnel deployed on the Site.

Incidental services:

1. The Vendor may be required to provide any or all the following services, including additional services:
 - a. Performance or supervision or maintenance and/or repair of the supplied goods and services, for a period of time agreed by the parties, provided that this service shall not relieve the Vendor of any warranty/maintenance obligations under this Contract, and
 - b. Training of the Authority and/or its user organization personnel, at the Vendor's site and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied goods and services.
 - c. Prices charged by the Vendor for the preceding incidental services, if any, should be indicated separately (if required), and same will be mutually negotiated separately.

Prices:

Prices charged by the Vendor for goods delivered and services performed under the contract shall not vary from the prices quoted by the Vendor in its bid, with the exception if any price adjustments authorized in special conditions of contract or in the request for bid validity extension, as the case may be.

Contract Amendment:

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

Assignment:

The Vendor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the prior written consent from the authority.

Subcontracts:

The Vendor shall notify the authority in writing of all subcontracts awarded under this contract if not already specified in the bidder's proposal. Such notification, in the original bid or later, shall not relieve the Vendor from any liability or obligation under the contract. Subcontract shall be only for bought-out items and sub-assemblies.

Termination for default:

1. The Authority, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate the Contract in whole or in part:
 - a. if the Vendor fails to deliver any or all of the Goods/services within the time period(s) specified in the contract, or within any extension thereof granted by the Authority pursuant to Clauses of GCC or
 - b. if the Vendor fails to perform any other obligation(s) under the Contract or
 - c. if the Vendor, in the judgment of the authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
2. In the event the Authority terminated the contract in whole or in part, the Authority may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the Vendor shall be liable to the authority for any excess costs for such similar goods or services. However, the Vendor shall continue performance of the contract to the extent not terminated.

Force Majeure:

1. The Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the authority in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
3. If a Force Majeure situation arises, the Vendor shall promptly notify the authority in writing of such condition and the cause thereof. Unless otherwise directed by the authority in writing, the Vendor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek

all reasonable alternative means for performance not prevented by the Force Majeure event.

Termination for insolvency:

The authority may at any time terminate the contract by giving 30 days written notice to the Vendor if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the authority.

Termination for Convenience:

1. The Authority, may at any time by giving 30 days written notice to the Vendor, terminate the Contract, in whole or in part, for its convenience. The notice of termination shall specify that termination is for the Authority/Purchaser's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.
2. The goods / services that are complete and ready for shipment within thirty (30) days after the vendor's receipt of notice of termination shall be accepted by the Authority at the contract terms and prices. For the remaining goods/services, the Authority may elect to have any portion completed and delivered at the contract terms and prices at its discretion.

Resolution of disputes:

1. The Authority and the Vendor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
2. If, after thirty (30) days from the commencement of such informal negotiations, the Authority and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by a third party.
3. The dispute resolution mechanism shall be as follows:
4. In case of a dispute or difference arising between the Authority and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, of India, 1996. The venue of such arbitration shall be at Amaravati and the language of arbitration proceedings shall be English.

Governing language:

The contract shall be written in English or Telugu. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in same languages.

Applicable law:

The contract shall be interpreted in accordance with appropriate Indian laws.

Notices:

1. Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by email, and confirmed in writing to the other party's address.
2. A notice shall be effective when delivered or tendered to other party whichever is earlier.

Taxes and duties:

The vendor shall be entirely responsible for all taxes, duties, license fee Octroi, road permits etc. incurred until delivery of the contracted Goods/services at the site of the user or as per the terms of tender document if specifically mentioned.

Licensing considerations:

The software/firmware mentioned in the Schedules (if any) of requirement will be used throughout Andhra Pradesh or user's sites even outside of Andhra Pradesh.

Benefit of doubt:

The decision of the Authority shall be final in the event of any ambiguity/conflict arising out of any clause/condition/document w.r.t this contract and even if such case is referred to the legal platform such as arbitration/court etc., the benefit of doubt shall be prevailing with the authority only.

Fail-safe procedure:

The vendor should indicate in detail fail-safe procedure(s) for the following:

1. Power failure
2. Voltage variation
3. Frequency variation
4. Temperature and humidity variations

Possession of the Site:

The Department/Registry/Authority shall give possession of the site to the Vendor. If possession of a part site is given, the Department will ensure that the part site so handed over is amenable to carry out the work at site by the Vendor.

Access to the Site:

The Authority shall provide the Officer-in-charge and any person authorized by the Officer-in-charge, access to the site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

Instructions:

The Vendor shall carry out all instructions of the Officer-in-charge and comply with all the applicable local laws where the Site is located.

Speed of Work:

The Vendor shall at all times maintain the progress of work to conform to the latest operative progress schedule approved by the Officer-in-charge. The vendor should furnish progress report indicating the programme and progress once in a month. The Officer-in-charge may at any time in writing direct the vendor to slow down any part or whole of the work for any reason (which shall not be questioned) whatsoever, and the vendor shall comply with such orders of the Officer-in-charge. The compliance of such orders shall not entitle the vendor to any claim of compensation. Such orders of the Officer-in-charge for slowing down the work will however be duly taken into account while granting extension of time if asked by the vendor for which no extra payment will be entertained.

Delays in Commencement or progress or neglect of work and forfeiture of earnest money, Security deposit and withheld amounts:

If, at any time, the Officer-in-charge shall be of the opinion that the Vendor is delaying Commencement of the work or violating any of the provisions of the Vendor is neglecting or delaying the progress of the work as defined by the tabular statement. "Rate of progress" in the Articles of Agreement", he shall so advise the Vendors in writing and at the same time demand compliance in accordance with conditions of Tender notice. If the Vendor neglects to comply with such demand within seven days after receipt of such notice, it shall then or at any time thereafter, be lawful for the Officer-in-charge to take suitable action in accordance with rules in vogue.

Management Meetings:

The Officer-in-charge may require the Vendor to attend a management meeting. The business of a management meeting shall be to review the programme for remaining work and to deal with matters raised in accordance with the early warning procedure.

3.2 SPECIAL CONDITIONS OF CONTRACT (SCC):

-NIL-

3.3 PAYMENT TERMS:

1. The vendor's request(s) for payment shall be made by the Authority in writing, accompanied by an invoice describing, as appropriate, the goods/service delivered/ performed on post-quarterly basis.
2. Payments shall be made promptly by the authority, but in no case later than (60) days after submission of a valid tax credit invoice or claim by the vendor.
3. The currency of payment will be in Indian rupees.
4. Payment shall be made on post-quarterly basis upon satisfactory service certificate from authorised officer/officer-in-charge.
5. Payment will be made through M/s.APCFMS

3.4 CONTRACT CLOSURE:

The contract with the successful bidder will be closed after completion of all the terms and formalities like 100% supply and installation, warranty / maintenance / contract period, payment, Performance Bank Guarantee return etc.

FORM F-1

S.No	Item Description	Duration	Unit Price (without taxes)	Total Price (without taxes)
1	Manpower <ul style="list-style-type: none"> • 01 no's of Network Administrator with minimum of any degree qualification and with minimum of 5 years industry experience and sound technical knowledge in handling the active network infrastructure for any prestigious institution present within India. • 01 no's of Technical Assistant/Engineer with minimum of intermediate/diploma/degree qualification and with minimum of 3 years industry experience and sound technical knowledge in handling the passive network infrastructure for any prestigious institution present within India. 	2 years		
2	Material <ul style="list-style-type: none"> • Service/Support pack from the respective OEM's (Original Equipment Manufacturer) for all the items listed in section 1.3 towards replacement of any or all of the items listed in section 1.3 with same make & model (or) equivalent and compatible item in case of any hardware / software / operation failure • CAT6A-UTP LAN Cable—3000 mtrs • Multi-mode/Single-Mode 6F Armored Fiber Cable—1000 mtrs • CAT6A patch panels—02 no's • Splicing Tool—01 no's • Crimping and Punching Machine—01 no's • Fiber and CAT6A cable connectivity checking machine/equipment—01 no's • All kinds of fiber patch cords with respective peripherals as required—05 no's • CAT6A i/o's, jacks, dual and single face plates, back boxes, 1 mtr patch cords, 2 mtr patch cords, 1 inch / 2 inch PVC piping and casing, any other network peripherals and labour etc.—lump sum as required in the due course of maintenance 	2 years		
Total Price (Excl. of all taxes)				

(Signature of Bidder)

Note: -

1. Taxes may vary from time to time based on the government decisions and such changes made by government in tax slabs may be accepted as a variation and will be borne by the authority. Of Course, the authority reserves its right to pay the taxes only after submission of tax payment receipts submitted by the successful bidder (as per government norms) to the concerned department.
2. The authority reserves its right to select the L1 bidder based on "Without Taxes" in any situation/time, keeping in view of change in taxation slabs from government side and variation of tax slabs and prices submitted by bidders.
3. Financial Bids would be evaluated for entire Schedule. Bidders should offer prices for all the items of Schedule and for the full quantity of an item of Schedule failing which such bid will not be considered.