

NOTICE INVITING E- TENDERS

**FOR SUPPLY AND INSTALLATION OF VIDEO CONFERENCING
(WITH AUDIO/VIDEO RECORDING & STREAMING SYSTEM FACILITY)**

Tender id : 2017_DJA_130377_1

DELHI JUDICIAL ACADEMY

(High Court of Delhi)

SECTOR – 14, DWARKA

NEW DELHI - 110078

Ph. No. : 011-28036684, Fax No. : 011-28036683

<http://judicialacademy.nic.in/>

NOTICE INVITING E-TENDERS

FOR SUPPLY AND INSTALLATION OF VIDEO CONFERENCING (WITH AUDIO/VIDEO RECORDING & STREAMING SYSTEM FACILITY)

1. SCHEDULE OF TENDER:

E-Tenders are invited in two Bid systems from well established Companies/Partnership firms/Proprietorship firms (hereinafter referred as the '**Bidder**' for the supply and installation of video conferencing/audio recording system facility at Delhi Judicial Academy, Sector-14, Dwarka, New Delhi. (**Hereinafter referred as 'the Academy'**)).

The schedule of the tendering process is as under:-

Mode of Tender	Two bid system i.e. Technical Bid and Financial bid
Date of Uploading the tender on websites	02-06-2017
Last date to download the tender details	03-07-2017 upto 10.00 AM
Last date and time for online submission of bids	03-07-2017 upto 11.00 AM
Last date for submission of EMD in physical form	03-07-2017 upto 11.30 AM
Date and time for opening of Technical Bid	03-07-2017 upto 12.00 noon
Date and time for opening of Financial Bid	To be intimated separately

2. ESTIMATED COST:

2.1 The estimated cost of the installation of Video Conferencing System with Audio-Video recording and streaming facility is **Rs. 25.90 lakhs.**

3. AVAILABILITY OF TENDER DOCUMENT AND SUBMISSION OF BIDS:

3.1 The Tender Document along with the terms and conditions can be downloaded from the Delhi Govt. portal for e-procurement <https://govtprocurement.delhi.gov.in> and also from the website of Delhi Judicial Academy judicialacademy.nic.in

3.2 Instructions to the Bidders to submit the Bids are available on the Delhi Government portal for e-Procurement at <https://govtprocurement.delhi.gov.in>

3.3 The Bidder interested in participating in e-tender must be registered with e-procurement portal of Delhi Govt. and also have Class II or Class-III Digital Certificate / Signatures from one of the authorized agencies of the Controller of Certifying Authorities (CCA), Government of India. The list of certifying authorities is available at <http://cca.gov.in>.

3.4 The interested Bidders shall submit the tender along with duly self attested scanned copies of all the necessary documents online at (<https://govtprocurement.delhi.gov.in>) in two Bids systems {i.e. (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Tenders submitted in any other manner shall not be accepted.

3.5 The Bidders shall bear all costs associated with the preparation and submission of the Bids.

4. EARNEST MONEY DEPOSIT

4.1 The Earnest Money Deposited of Rs. 55000/- (Rupees Fifty Five Thousand only) shall be in the form of Fixed Deposit/Pay Order from a Nationalized/ Scheduled Commercial Bank in favor of **DDO, Delhi Judicial Academy, New Delhi**'. Bids received without the EMD by the date and time given in the schedule shall be rejected summarily. The validity of the EMD should be beyond 45 days of the validity of the bids.

5. FORFEITURE OF EMD

5.1 The earnest money deposited shall stand forfeited in the following circumstances:

- If the Bidder withdraws his Bid during the period of Tender validity specified in the Form of Tender; or
- If the Bidder refuses to accept the corrections of errors in his Bid; or
- If the Bidder having been notified of the acceptance of its Bid by the Academy during the period of tender validity (a) fails or refuses to furnish the Performance Guarantee and/or (b) fails or refuses to enter into a contract within the time limit specified in Para 15 of the tender document, unless extension has been granted, in the manner provided in Para 9.
- If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.
- If it is discovered during the Tendering Process that the bidder is blacklisted by Government of NCT of Delhi or in any other State Governments/Union Government.

6. VALIDITY OF BIDS

6.1 Bids submitted shall remain valid for a period of 120 days from the last date of submission of Bid. The Academy reserves the right to extend the validity period, if so required.

7. LATE AND DELAYED TENDERS

- Any EMD received by the Academy after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the Bidder.
- The Academy may, at its discretion, extend the deadline for submission of Bids in which case all rights and obligations of the Academy and the Bidder will remain the same.

8. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

8.1 The Academy shall be within its right to not to accept the lowest bid and to reject any or all bids or to reject any or all bids or terminate the tendering process at any time.

9. WITHDRAWAL OF OFFER/EXTENSION OF PERIOD TO FURNISH PERFORMANCE GUARANTEE.

9.1 The Academy may not enter into the contract with successful bidder in the event of its failing to furnish the performance security or signing the contract within the stipulated period. The Academy may however on a written representation being made by the successful Bidder to extend the period to furnish the performance security or the period to sign the contract for such period as it may consider necessary but not beyond 2 weeks.

10. INSPECTION OF SITE BEFORE SUBMISSION OF BIDS

10.1 The bidders before submission of the Bids shall be at liberty to visit and inspect the site and make enquiries/seek clarifications with regard to the nature and scope of work with prior intimation, if they consider it so necessary.

11 . ELIGIBILITY OF BIDDERS

11.1 ELIGIBILITY AS TO FINANCIAL CAPABILITY AND NATURE OF BUSINESS

11.1.1 The Bidder must have been in the same/similar kind of business for at least last three consecutive years i.e. beginning April 2013 and having annual average turnover of Rs.2 crores (Rupees two crores only) during the last three financial years i.e. 2013-14, 2014-15, 2015-16.

11.2 ELIGIBILITY AS TO EXPERIENCE

11.2.1 The Bidder should have the experience of completion of similar works in any of the Departments/ Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities as follows:-

- (a) Three similar completed works costing not less than Rs 10,36,000/- (Rupees Ten lakh thirty six thousand only) or (40% of the estimated cost)
- b) Two similar completed works costing not less than Rs 12,95,000/- (Rupees Twelve lakh Ninety five thousand only) or (50% of the estimated cost)
- (c) One similar completed work costing not less than Rs.20,70,000/-(Rupees Twenty lakh seventy two thousand only) or (80% of the estimated cost)

11.3 REQUIREMENT AS TO REGISTRTRION WITH PUBLIC AUTHORITIES ETC.

11.3.1 The Bidder must have:

- Permanent Account Number (PAN)
- Valid DVAT Registration Number
- Service Tax Registration Certificate.

- Registration with any such Authorities as may be required under any other law in force

12. RATES AND PRICES

12.1 Rates quoted by Bidders should be firm and final.

12.2 Bidders shall quote the rates in the format given at Annexure-I. (No erasing or overwriting permissible). Taxes should be quoted separately as per Annexure-I.

13. SCANNED COPIES OF DOCUMENTS REQUIRED TO BE UPLOADED WITH THE TENDER

13.1 Bidder shall be required to submit self attested legible scanned copies of the following documents:-

- Certificate of Registration under Companies Act, in case the Bidder is a Company.
- Certificate of Registration under the Partnership Act of the partnership firm, in case the Bidder is a Partnership Firm registered under the Partnership Act.
- Copy of the Permanent Account Number with the income tax department.
- Copy of DVAT Registration No.
- Copies of Income Tax Returns for the Assessment Year 2014-2015, 2015-2016 and 2016 -17.
- Copies of audited balance sheets corresponding to the Income Tax Assessment Years 2014-2015, 2015-2016 and 2016 -17.
- Copies of documents in support of eligibility as referred to in **Para No 11.1.1**
- Copies of documents in support of eligibility as referred to in **Para No 11.2.1**
- Copies of documents showing the registered business address, in case Bidder is a Company under the Companies Act.
- Copies of documents showing the names, official and residential address of the Directors in case Bidder is a Company registered under the Companies Act.
- Copies of documents showing the registered business address of a Firm, registered under the Partnership Act.
- Copies of documents showing the names and address of the registered Partners of the Partnership firm, in case Bidder is a Partnership firm registered under the Partnership Act.
- Copies of documents showing the address of the place of business, in case Bidder is a Proprietorship Firm.
- Copies of documents showing the residential address of the Proprietors, in case Bidder is a Proprietorship Firm.
- Copy of letter of Authority, authorizing a person (s) to represent the Bidder during the tendering process giving his/her full name, designation, address, contact no and attested passport size photograph.
- Financial Bid (Annexure I)
- Copy of Earnest Money Deposit (EMD)
- Technical Bid (Annexure II)
- Copy of ISO certificate or any other certification of such nature, if any
- Scanned copy of Undertaking (Annexure IV) original to be submitted if bidder is found to have Technical Qualify.

14. EVALUATION OF BIDS

14.1 TECHNICAL BID

14.1.1 Technical Bids will be opened in the presence of the representatives of the Bidder, if any. The Technical Bids will be evaluated by the Purchase Committee of the Academy with the assistance of Technical member nominated by Hon'ble Delhi High Court for evaluation of Technical bids.

14.2 FINANCIAL BID

14.2.1 Financial Bids of only technically qualified Bidders will be opened by the Purchase Committee of the Academy in the presence of the representatives of Bidders, if any.

14.2.2 If in the price structure quoted, there is any discrepancy between the unit price and total price, the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the Purchase Committee there is an obvious misplacement of decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

14.2.3 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

14.2.4 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to 14.2.2 and 14.2.3 above.

14.3. CLARIFICATIONS

14.3.1 The Purchase Committee while evaluating the Technical Bid or the Financial Bid will be at liberty to ask the Bidder(s) to produce the original(s) of the scanned documents uploaded at the time of submission of bids online for getting clarification(s), if any, in case of doubt.

15. EXECUTION OF AGREEMENT AFTER THE AWARDING OF CONTRACT

15.1 The successful Bidder will be required to execute an agreement in the form specified in Annexure-VI within a period of 30 days from the date of issue of Letter of acceptance.

16. PERFORMANCE GUARANTEE

16.1.1 The successful Bidder shall furnish a Performance Guarantee for an amount equal to ten percent (10%) of the value of contract on or before the signing of the contract.

16.1.2 EMD of successful Bidder shall be refunded/ returned after receipt and acceptance of the Performance Guarantee towards full Performance Guarantee in the valid format. EMD of unsuccessful Bidders shall be refunded/ returned after award of work to the successful Bidder and signing of contract thereof.

16.1.3 The Performance Guarantee provided by the successful Bidder should be in the form of a Fixed Deposit/Bank Guarantee from a Nationalized/ Scheduled Commercial Bank (as per Annexure V). The same shall be valid for a period of sixty six months from

the date of signing i.e. for at least six months longer than the anticipated expiry date of the warranty period.

16.1.4 In the event of a breach of contract by the Contractor, the Performance Security will be forfeited and credited to the Academy.

17. TERMINATION OF CONTRACT

17.1 Academy reserves the right to terminate the contract at any time without assigning any reason by giving one month's written notice. In case however, the services are found to be unsatisfactory and no improvement is made after the deficiency in service has been brought to notice orally or in writing, Academy would be at liberty to terminate the contract forthwith without calling for any further explanation, without prejudice to the right of the Academy to impose any penalty in terms of this tender document and to recover the additional cost, including the forfeiture of the Performance Security, which the Academy may have to bear on account of engaging any other agency for providing the services.

17.2 The Academy may also terminate the contract subsequent to awarding the contract if it is discovered that it had been blacklisted/debarred from participating in any tendering process by any Govt. Dept./Institutions/local bodies/Municipal/ PSUs etc.

18. OTHER CONDITIONS

18.1 Conditional Tenders/ non compliance of any conditions set in tender document shall render the Bid to be summarily rejected.

18.2 Any information supplied by the Bidder, if discovered to be not correct, at the stage of the opening of the Technical Bid or Financial Bid would result in the immediate rejection of the Bid of the Bidder. In case, the information is not found to be correct at any other later stage, i.e. in case of the contract having been awarded to such Bidder, the Academy will be in its right to immediately terminate the contract, besides forfeiture of Performance Security and taking any civil or criminal action, as it may consider appropriate at the risk, cost and consequences of the Bidder.

19. COMPLETION PERIOD

19.1 Bidder should complete the contract within two months from the date of execution of contract

20. WARRANTY

The warranty will start from the date of successful commissioning of Videoconferencing System with Audio/Video and Streaming Solution at the Academy and a certificate to that effect is being furnished by the contractor that the equipment used in the process of installation are as per the specification given in the tender document and verified by the Academy or any of its representative. The warranty shall cover all the equipments related to Video Conferencing System with Audio-Video and Streaming facilities including its software for a period of sixty months from the date of its commission.

21. INTERPRETATION OF THE TERM OF THE TENDER DOCUMENT/CONTRACT

21.1 In case of any disagreement with regard to any matter relating to the interpretation of tender document or the contract the decision of the Academy shall be final.

21.2 RESOLUTION OF DISPUTES

21.2.1 In case of any dispute relating to any matter arising out of the contract executed between the parties, the Contractor shall before taking any legal action approach the Chairperson of the Academy and in his/her absence Director (Academics) for amicable resolution of the dispute. In case the dispute does not get resolved, the dispute shall be referred for mediation/ conciliation to any of the established Mediation Centers in Delhi as may be agreed upon.

22. TERMS OF PAYMENT:

22.1 Payment will be made only after delivery and satisfactory installation, testing, commissioning etc. of the Video Conferencing system with Audio/Video Recording and Streaming System.

23. PENALTY FOR ANY DELAY

23.1 If the bidder fails to supply and Install the Equipment within the period specified in the Purchase Order, the Academy shall without prejudice to its other remedies under the Purchase Order, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% (half percent) of the contract price of the delayed goods weekly or part thereof of delay until actual delivery. The penalties will be maximum of 10% of the contract amount / awarded value.

23.2 In case of extraordinary delay or beyond 30 days of stipulated delivery period, Academy reserves the right to terminate the contract, without any liability to cancellation charges, forfeit/en-cash the submitted EMD/Performance Guarantee and blacklist/debarred the defaulting firm.

24. SERVICES DURING WARRANTY PERIOD

24.1 The maximum response time for maintenance complaint during warranty period (i.e. time required for bidder's maintenance engineer to report at the installation after a request call/telegram is made or letter is written) shall not exceed 07 days.

24.2 The period for correction of defects in warranty period is 30 days.

24.3 In case an item is not useable beyond the stipulated maximum downtime the contractor will be required to arrange for an immediate replacement.

24.4 In case the rectification of defects is not carried out within 30 days and replacement of defective items are not provided, a penalty of sum equivalent to 5% per week of the delivered price of that defective item(s) shall be levied. This penalty is applicable up to a maximum of 4 weeks (maximum 10%)

25. PRESENTATION, DEMONSTRATION AND TRAINING

The Bidder(s), who submit the technical bid with all the mentioned enclosures and meet the eligibility criteria, will be called for a detailed presentation and demonstration. Presentation consists of the following modules:

- a. The date of presentation demonstration shall be intimated in due course.
- b. The Bidder(s) can explain the way they are going to follow for setting up the entire system including Video Conferencing and recording & streaming facility with help of Schematic diagram.
- c. The Bidder(s) should give a complete integrated demonstration using all the equipments required. Those who cannot give/arrange such a demonstration will be rejected.
- d. The Bidders(s) can present (with photographs) the similar kind of installation they handled. They can also present their experience in Video Conferencing and Audio Video integration.

25.1 Training:

Bidder(s) need to provide adequate training to the nominated persons of the Academy at their cost. The Academy will not bear any training expenditure.

26. JURISDICTION OF COURTS

26.1 All disputes shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Courts in Delhi.

- After award of the contract, the Bidder shall be required to enter into a Contract with the Academy on the terms and conditions as detailed in the tender document.

Director (Administration)

ANNEXURE-I
Price bid
(in rupees)

Sr. No.	Item	Particulars/specification	Qty.	Unit Price in figure	Total price in figure	Total Amount in words
1.	Codec	a) Multiparty 1+5 site connection with full HD 1080p with 60fps b) Compatible to connect users from broadband internet/MPLS/Lease line network etc. using minimum hardware like PC and Web camera, smart phones, tablet, laptops with webcam etc. c) Compatible to connect the PC/Laptop/other smart devices for presentation sharing over LAN/IP network. d) System should deliver HD video, HD voice & HD content for an overall HD experience. e) High grade Stereo Microphone with codec. f) Provision for connecting two camera ,display unit and audio device (if external audio devices quoted) with codec.	2			
2.	Camera	Full HD 1080p 12x PTZ camera	4			
3.	Recording & Streaming	Provision/Solution for full HD recording and streaming of VC session.	1			
4.	Required cables	As per actual				
		Add :All Taxes payable				
		Total				

Note:- All the above items Sl.no. 1 to 4 will be treated as a single package for the purpose of evaluation of financial bids.

ANNEXURE-II

DELHI JUDICIAL ACADEMY

Integrated Complex for Delhi Judicial Academy & National Law University
Delhi Sector-14, Dwarka, New Delhi-110078
Ph. 28036683, 28036684
Website: www.judicialacademy; E-mail: dja@nic.in

TECHNICAL BID

Affix duly Attested P.P. Size recent photograph of the prospective Bidder.

- Name of the Bidder
- If Bidder is a Company-
 - Its registration No. under the Companies Act
 - Its registered address
 - Address where it is carrying out its business
 - Its official telephone No (s)
 - Its e-mail ID
 - Its website address, if any
- If Bidder is a Company-
 - Name of its Directors with their parentage
 - Their telephone No(s) including Mob. Nos.
 - Their residential addresses
 - Their e-mail IDs
- If Bidder is a Partnership Firm-
 - Its registration No.
 - Its registered address
 - Address where it is carrying out its business
 - Its official telephone No (s)
 - Its e-mail ID
 - Its website address, if any.
- If the Bidder is a Partnership Firm-
 - Name of its Partners with their parentage
 - Their telephone No(s) including Mob. Nos.
 - Their residential addresses
 - Their e-mail IDs
- If the Bidder is a Proprietorship Firm-
 - Its business address, telephone No, email-ID,

- website, if any.
- Name of its Proprietor with his/her parentage
- His/her Telephone No (s) including
valid mobile Nos
- His/ her residential addresses
- His/her e-mail IDs
- Permanent Account Number
- Service Tax Registration Number
- Details of the Assessed Income and Tax paid for
the Assessment year 2014-15, 2015-16 and 2016-17
- Details of the annual turnover and profits earned as per
The Audited Balance Sheets corresponding to the Income
Tax Assessment Year 2014-15, 2015-16 and 2016-17
- Details of the documents submitted as to the Financial
Capabilities referred in para No 11.1.1
- Details as to experience referred in para No. 11.2.1
- Letter of Authority, authorizing a person(s)
to represent the Bidder during the tendering
process giving his full name, designation, address,
contact no and attested passport size photograph.
- Details of Bid Security deposited:
(a) Amount (Rupees in words also)
(b) FD No. or Bank Guarantee No.
(c) Date of issue
(d) Name of issuing authority
- 19. Details of ISO Certification (If any)
- 20. Any other information
- 21. Whether Undertaking has been uploaded
as per annexure -IV Yes - No
- 22. Check List as per Annexure III Yes - No

Declaration:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Date
Place

(Signature of the Bidder)
Name and Address
(With seal)

DELHI JUDICIAL ACADEMY

Integrated Complex for Delhi Judicial Academy & National Law University

Delhi Sector-14, Dwarka, New Delhi-110078

Ph. 28036683, 28036684

Website: www.judicialacademy; E-mail: dja@nic.in

SCOPE OF WORK OF THE CONTRACTOR

Supply and installation and commissioning of Hardware as mentioned below:

- To deliver at the Academy and with the video conferencing equipments as per the specification of items (**refer Annexure -1**) including system specifications, system engineering, installation, testing, demonstration and commissioning to the satisfaction of Delhi Judicial Academy, with all the feature and functions.
- The Video conferencing system at Delhi Judicial Academy shall have all features like Multisite support, recording, Streaming, HD TZ Camera, Video Conferencing Management System etc.
- All equipments / materials shall be covered under an on-site warranty of sixty months from the date of final acceptance of the system. The warranty shall include OEM Warranty services also for upgrade, free replacement of the faulty parts. Any firmware / software upgrade to remove bugs or to enhance performance / manageability / security shall be provided free during warranty period.
- During the warranty period, the supplier shall maintain an uptime of 99 % or more and provide comprehensive warranty for all supplies for one year.
- Vendors shall depute their engineers for the demonstration of video conferences after commissioning of the system.

ANNEXURE-III**DELHI JUDICIAL ACADEMY**

Integrated Complex for Delhi Judicial Academy & National Law University Delhi
Sector-14, Dwarka, New Delhi-110078

Ph. 28036683, 28036684

Website: www.judicialacademy; E-mail: dja@nic.in

CHECK-LIST

S.No.	Documents asked for	Page number at which document is placed		For Official Use
1	Certificate of registration under Companies Act, in case the Bidder is a Company.		Certificate No._____	
2	Certificate of registration under the Partnership Act of the partnership firm, in case the Bidder is a Partnership Firm registered under the Partnership Act.		Certificate No._____	
3	Permanent Account Number		No._____	
4	DVAT Registration No Certificate No._____		No_____	
5	Income Tax Returns for the Assessment year 2013-14, 2014-15 and 2015-16		-	
6	Audited Balance Sheets corresponding to the Income Tax Assessment year 2013-14, 2014-15 and 2015-16		-	
7	Eligibility as to Financial Capability as referred in para No 8.1.1 of the tender		-	

	document			
8	Experience as referred in para No. 8.2.1 of the tender document		-	
9	Registered address, in case Bidder is a Company under the Companies Act		-	
10	Official and residential address of the Directors in case Bidder is Company registered under the companies Act.		-	
11	Registered address of a Firm, registered under the Partnership Act.		-	
12	Address of the registered Partners of the Partnership firm, in case Bidder is Partnership Firm.		-	
13	Address of the place of business, in case Bidder is Proprietor Firm.		-	
14	Residence address of the Proprietor, in case Bidder is a Proprietorship Firm		-	
15	Letter of Authority, authorizing a person(s) to represent the Bidder during the tendering process giving his full name, designation, address, contact no and attested passport size photograph.		-	
16	Details of ISO Certification (if any)		ISO Certificate No. _____	
17	Bid Security (EMD) Rs.1,25,000/- (Rupees One lac Twenty Five Thousand only) in the form of Fixed Deposit/Bank Guarantee in		FD/Bank Guarantee No. _____ issued by (name of Bank)	

	favour of DDO, Delhi Judicial Academy, New Delhi			
18	Technical Bid (Annexure II)		-	
19	Undertaking on a Stamp paper of Rs.10/- (Rupees Ten Only) (Annexure-IV)		-	

Signature of the Bidder
(Name and Address of the Bidder with Seal)
Telephone No

Date :

Place :

Note: Photocopies of all necessary documents duly self attested must be attached for verification of the information provided.

UNDERTAKING
(To be stamped in Rs. 10/-)

To

(Designation and Name of the concerned Department)

Name of the firm/Agency_____

Name of the tender_____ Due date:_____

Sir,

- I/We hereby agree to abide by all terms and conditions laid down in tender document.
 - This is to certify that I/We before signing this Bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves to abide by the said terms and conditions.
 - I/We do hereby further undertake that the tender shall remain valid open for acceptance for a period of 120 days from the last date of submission of bid.
 - I/We do hereby further declare that the firm/agency/company, any of its associates, predecessor in interest has never been blacklisted by any Govt. Department or Autonomous bodies or Govt. Undertaking.
 - I/We do hereby declare that neither any of our Directors, Partners/Proprietors, Partnership firm or Company is facing any criminal trial in Delhi or elsewhere in India.
 - I/We are not involved in any litigation in courts in Delhi or anywhere in India
- or**
- I/We are involved in litigations, the details of which are being provided herein below:-
(provide the complete details including the names of the Court(s) _____

(Signature of the Bidder)
Name and Address of the Bidder
Telephone No.

ANNEXURE-V

FORM OF BANK GUARANTEE FOR BID SECURITY

(To be stamped in accordance with Stamps Act of India)

KNOW ALL MEN by these present that we _____ (Name and address of Bank), having our registered office at _____ (hereinafter called “the Bank”) are bound unto Delhi Judicial Academy (hereinafter called “the Academy”) in sum of _____ Rs. (Rupees ----- only) for which payment will and truly to be made to the Academy, the Bank binds itself, its successors and assigns by these presents.

WHEREAS _____ (Name of Bidder) (hereinafter called “the Bidder”) has submitted his Bid dated _____ for providing **installation of video conferencing/audio recording system** (hereinafter called “the Bid”).

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs. (Rupees----- only) as Bid Security against the Bidder’s offer as aforesaid.

AND WHEREAS _____ (Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

WE further agree as follows:-

1. That the Academy may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Academy and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in force till:-
 - (a) The Bidder, in case the Bid is accepted by the Academy, executes a formal agreement after furnishing the Performance Guarantee of a scheduled commercial Bank based in India.
 - (b) Forty five days after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is later.
4. That the expression “the Bidder” and “the Bank” herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assignees.
5. We undertake to pay the Academy up to the above amount upon receipt of its first written demand without the Academy having to substantiate its demand provided in the written demand so made.

6. It is noted under which of the condition(s) referred to in para No. 5, demand is being made.
7. The conditions of this obligation are:
- (i) If the Bidder withdraws his Bid during the period of Tender validity specified in the Form of Tender; or
 - (ii) If the Bidder refuses to accept the corrections of errors in his Bid; or
 - (iii) If the Bidder having been notified of the acceptance of his Bid by the Academy during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within the time limit specified in para 1 of the tender document.
 - (iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.
 - (v) If the contract is terminated for the reason that the agency is blacklisted in Government of NCT of Delhi or in any other State Governments/Union Government.

Signature of Witness

Name of Witness
Address of Witness

Signature of Authorized Official of the Bank

Name of Official_____

Designation_____

ID No._____

(Stamp/Seal of Bank)

ANNEXURE-VI

DELHI JUDICIAL ACADEMY

Integrated Complex for Delhi Judicial Academy & National Law University Delhi Sector-14,
Dwarka, New Delhi-110078
Ph. 28036683, 28036684
Website: www.judicialacademy; E-mail: dja@nic.in

FORM OF AGREEMENT

THIS AGREEMENT is made on the ____ day _____
Month)_____(Year) between the Lieutenant Governor of Delhi through the Delhi Judicial Academy hereinafter called “the Academy”, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successor in office and assigns of the one part AND _____ (Name and address of the contractor) through Shri _____, the authorized representative (hereinafter called “the Contractor”) (which expression shall, unless excluded by or repugnant to the context, be deemed to include its/their heirs, successors, executors, administrators, representatives and assigns) of the other part.

NOW THIS AGREEMENT WITNESSETH as follows:-

- In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
- The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - Letter of acceptance of award of contract;
 - Terms and Conditions;
 - Notice inviting Tender;
 - Bill of Quantities;
 - Scope of work;
 - Addendums, if any; and
 - Any other documents forming part of the contract.
- In consideration of the payments to be made by the Academy to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Academy to execute and provide the *w.e.f* _____ as per the provisions of this Agreement and the tender document.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor
Signature of the authorized official
Name of the official
Stamp/Seal of the Contractor
By the said _____
Name on behalf of the Contractor
in the presence of :
Witness _____
Name _____
Address _____

Telephone No. _____

For and on behalf of the Academy
Signature of the authorized officer
Name of the Officer
Stamp/Seal of the Contractor
By the said _____
Name on behalf of the Contractor in the
presence of:
Witness _____
Name _____
Address _____

Telephone No. _____