

IN THE HIGH COURT OF DELHI AT NEW DELHI

Tender Notice No.1/DHCMCC/Computerization-2011

Last date for submission of the Tender: 21/04/2011 upto 4:00 pm

TENDER NOTICE

Sealed tenders valid for 90 days from the date of opening are invited for the development and maintenance of the website of the Delhi High Court Mediation and Conciliation Centre based upon application for automation upto 4:00 pm on 21/04/2011 which will be opened at 3:00 pm on 23/04/2011 in the room of the Registrar General, Delhi High Court, New Delhi. Tenders received later will not be accepted.

The Eligibility Criteria for Parties to respond to the tender are:-

- (a) The firm should possess up-to-date Income Tax Clearance Certificate, PAN & TIN No.
- (b) The firm and company must have their Registered Office/ Principal Office within the National Capital Territory of Delhi.
- (c) The intending tenderer should also have successfully completed at least two similar works during the last five years in a Government Department/ PSUs.
- (d) The intending tenderer must submit attested copies of TDS Certificates so as to ascertain the cost of the completion of work executed by it.

THE TENDER OF ANY VENDOR NOT FULFILLING THE ELIGIBILITY CONDITIONS STIPULATED ABOVE, WILL NOT BE CONSIDERED.

Copy of the Terms and Conditions of the Tender along with the guidelines may be obtained on payment of Rs.500/- (Rupees Five Hundred only) non-refundable, in the form of Pay Order/Demand Draft drawn in favour of "The Registrar General, High Court of Delhi, New Delhi" from the Administrative Officer(Judl), General Branch, Delhi High Court, in person, on any working day between 2:00 PM and 4:00 PM on or before 21/04/2011. The Delhi High Court Mediation and Conciliation Centre shall not be responsible for any delay in obtaining the terms and conditions of the tender or submission of the tender document.

Sd/-
(S.K.Sharma)
Registrar(Genl.Admn)
High Court of Delhi,
New Delhi.

Price Rs. 500/-

Sold to _____

Signature of AOJ (Genl) _____

ORIGINAL TERMS AND CONDITIONS MUST BE ENCLOSED WITH THE QUOTATIONS

**Delhi High Court Mediation and Conciliation Centre,
Room No.004, Ext. Block,
Delhi High Court,
Sher Shah Road, New Delhi-110003
Phone No.-011-23383289**

Tender Notice No. 1/ DHCMCC/ Computerization-2011

**TERMS AND CONDITIONS FOR DEVELOPMENT AND MAINTENANCE OF DELHI HIGH COURT
MEDIATION AND CONCILIATION CENTRE'S WEBSITE**

IF YOU QUOTE IN VIOLATION OF THESE CONDITIONS, YOUR EARNEST MONEY DEPOSIT STAND FORFEITED.

The Eligibility Criteria for Parties to respond to the tender are:-

- (a) The firm should possess up-to-date Income Tax Clearance Certificate, PAN & TIN No.
- (b) The firm and company must have their Registered Office/ Principal Office within the National Capital Territory of Delhi.
- (c) The intending tenderer should also have successfully completed at least two similar works during the last five years in a Government Department/ PSUs.
- (d) The intending tenderer must submit attested copies of TDS Certificates so as to ascertain the cost of the completion of work executed by it.

THE TENDER OF ANY VENDOR NOT FULFILLING THE ELIGIBILITY CONDITION STIPULATED ABOVE, WILL NOT BE CONSIDERED.

1. The last date for submission of the tender is 21/04/2011 upto 4:00 PM and the same will be opened at 15:00 hours on 23/04/2011 in the room of "**Registrar General, High Court of Delhi, New Delhi**".
2. Tender bid must reach the Deputy Registrar (Genl.), Delhi High Court, Medical and Health Care Centre Building, 3rd Floor, Sher Shah Road, New Delhi, complete in all respects latest by 16:00 hours on 21/04/2011, otherwise it will not be accepted.

3. The tender should be given in two parts:-

Part-I EMD Amount + Cost of Terms & Conditions(if downloaded from Website)

Part-II Financial Bid

- (a) (1) EMD amount of Rs.10,000/- (Rupees Ten Thousand Only) and (2) the Original Terms and Conditions priced at Rs.500/- or Rs.500/- in lieu thereof (if downloaded), by way of demand draft or banker's cheque drawn in favour of "The Registrar General, High Court of Delhi" payable at "New Delhi" be placed in sealed envelope superscribing thereon "Tender for development and maintenance of Delhi High Court Mediation and Conciliation Centre's Website -EMD".
- (b) The tender bid should be submitted in a separate cover, which should be addressed to "The Registrar General, Delhi High Court, New Delhi" and superscribed as "Tender for development and maintenance of Delhi High Court Mediation and Conciliation Centre's Website-Financial Bid".

The outer cover in which these two sealed covers are placed should be addressed to the Deputy Registrar (Genl.), Delhi High Court, Medical and Health Care Centre Building, 3rd Floor, Sher Shah Road, New Delhi-110003. The said outer cover should also be superscribed as **"QUOTATION FOR DEVELOPMENT AND MAINTENANCE OF DELHI HIGH COURT MEDIATION AND CONCILIATION CENTRE'S WEBSITE"**. The sealed covers containing EMD and cost of terms and conditions (if downloaded from the website) will be opened in the room of the Registrar General at First Floor, A-Block, Main Building, High Court of Delhi, New Delhi, in the first instance, in the presence of the Representatives of Vendors at 15:00 hours on 23/04/2011.

4. Financial bids of only those vendors, whose EMD amounts and cost of Terms and Conditions are in order, will be opened at the same time. However, only one representative each of the vendors would be permitted to be present at the time of opening the tenders. Thereafter, the vendors will be short-listed on the basis of their Technical bids, experience and turnover. The financial bid of only those vendors, short-listed from the financial bids will be opened and evaluated. However, if Delhi High Court Mediation and Conciliation Centre considers it necessary, revised financial/ commercial bids can be called from the short-listed vendors. In that case, the revised bids should not exceed the amount of the original bids. Further negotiation in rates, which should not be higher than the rates quoted, can be made. The lowest quoted Vendor is the first chosen on the basis of the lowest financial bid, if all the features are same. The decision of the Delhi High Court Mediation and Conciliation Centre arrived at above, will be final and no representation of any kind will be entertained. Any attempt by any vendor to bring pressure of any kind may disqualify the said Vendor to present any such tender, besides being liable to be debarred from bidding for Delhi High Court Mediation and Conciliation Centre in tenders in future for at least a period of three years. Order will be placed on finally selected Vendors. If need arises, split

order can also be issued. The Vendors should also submit with their Tender a copy of their latest annual report, general information about the company (company profile), list of location(s) where they are providing such services, contact numbers of the concerned officers of their client be also furnished.

5. Before final selection, the Vendors shall give power presentation of the website.
6. In the event of the Vendors/ Company/ firm or the concerned division of the company/ firm is taken over/ bought over by another company, all the obligations and liabilities under the agreement with Delhi High Court Mediation and Conciliation Centre, must stand passed on and transferred for compliance by the new company/ new Division in the negotiation for their transfer.
7. If the name of the product is changed for describing substantially the same in a renamed form; then all techno financial benefits agreed with respect to the original product, shall be passed on to Delhi High Court Mediation and Conciliation Centre and the obligations with Delhi High Court Mediation and Conciliation Centre taken by the Vendor with respect to the product with the old name shall be passed on to the product so renamed.
8. Printed conditions mentioned in the tender bids will not be binding on Delhi High Court Mediation and Conciliation Centre. All the terms and conditions will be as mentioned herein and no change by Tenderers will be acceptable. Alterations, if any, in the tender bid should be attested properly by the Tenderer, failing which the tender will be rejected.
9. The Delhi High Court Mediation and Conciliation Centre will not be responsible for any delay on the part of the Tenderer in obtaining the terms and conditions of the tender notice or submission of the tender bids.
10. The offers submitted by telex/ telegram/ fax/ Email or any mode other than specified above will not be considered. No correspondence will be entertained on this matter.
11. In the case of Tenderes whose tenders are not considered for placing order, will be refunded the Earnest Money Deposit without any interest within one month of the final decision. In the case of Tenderer whose tender is accepted for placing the order, will give Security Deposit of an amount equivalent to EMD amount within one month. Earnest Money Deposit will be refunded on receipt of Security Deposit from the Tenderer. Security Deposit will be either in the form of cash deposit or in the form of Bank Guarantee (BG) of a Nationalized Bank drawn in the name of "The Registrar General, Delhi High Court, New Delhi" to remain valid till the website is fully developed by the vendor and accepted by this Court. If the tenderer is not able to provide the services completely within the specified period, the Security Deposit will be forfeited in full. No interest will be payable for the security Deposit.

12. The Delhi High Court Mediation and Conciliation Centre reserves the right to modify and/ or amend any of the above stipulated conditions/ criteria depending upon its requirement. Delhi High Court Mediation and Conciliation Centre also reserves the right to cancel the tender without assigning any reason therefore.
13. The Vendor shall solely respond for statutory compliance with regard to the payment of Minimum Wages, Licence Fee, if any, as well as ESI, PF, DA, Gratuity, leave and all the other legal requirements and liabilities for requirements etc. and submission of relevant records to the concerned authorities, if any.
14. If penalized for non compliance of any of the legal requirements, the vendor shall be responsible for the same and deal with the same at its own level and costs, in no way putting any liability on the Delhi High Court Mediation and Conciliation Centre.
15. The company shall develop the website of the Delhi High Court Mediation and Conciliation Centre based upon application for automation as per guidelines mentioned in Annexure –A.
16. The application should be able to handle unlimited number of cases. The Vendor is required to provide software application and its updation and maintenance from time to time. The scheduled time for the completion of the task will be 6 months from the date of award. The Vendor has to impart necessary training to the users at least for one week. The Vendor shall give a brief write-up for their application software.
17. The Vendor shall be responsible for customizing the applications software as per the requirements of the Delhi High Court Mediation and Conciliation Centre. Once the website for the Mediation Centre is developed, the Vendor shall have no right, title or interest either in the software or the data and shall not interfere therewith except for its routine updation and maintenance from time to time.
18. The software of Delhi High Court Mediation and Conciliation Centre's website shall be the property of the Delhi High Court Mediation and Conciliation Centre.
19. The Contract shall be further subject to such other items, conditions and instructions as may be imposed by the Delhi High Court Mediation and Conciliation Centre from time to time.
20. The Registrar General, High Court of Delhi shall have the absolute discretion to terminate the agreement at any time without any notice or assigning any reason therefore.
21. Awarding of the work of development and maintenance of Delhi High Court Mediation and Conciliation Centre's website services shall not be construed or interpreted as the creation of any agency or partnership between the Delhi High Court Mediation and Conciliation Centre and the vendor or relationship being or deemed as created between the Mediation Centre and any employee/staff of the Contractor. The relationship between the vendor and the Mediation Centre shall

be expressly and completely as per the above terms and conditions and is not open to any further or other construction or interpretation.

22. In case the contractor does not intend to continue with the work, they shall give three months' advance notice in writing for termination of contract. In case the Delhi High Court Mediation and Conciliation Centre wishes, the contract shall be terminated at any point of time without assigning any reason.

Sd/-
(A.K. Sharma)
Assistant Registrar (Genl)
3rd Floor, New Medical Unit
Delhi High Court, New Delhi

ANNEXURE-A

**SOME GUIDELINES FOR THE DEVELOPMENT OF WEBSITE OF THE DELHI HIGH COURT
MEDIATION AND CONCILIATION CENTRE**

1. Design, development and implementation of CMS based Dynamic website.
2. Enrollment of new case.
3. Assignment of case to the mediators.
4. Transfer of cases from one mediator to another.
5. Meeting room management.
6. Hearing date management.
7. Case status and tracking.
8. Calendar Management to facilitate mediators to mark their busy schedule so that the free schedule can be used for meeting.
9. Payment gateway integration.
10. SMS integration.
11. Email Integration.
12. Video conferencing features with recording facility.
13. Accounting Management to handle the payment of mediators and fee received on A/C of case registration.
14. Standard templates to print the settlement note.
15. Login panel for mediators.
16. Login panel for administrator.
17. Login panel for other users.
18. User definable rights.
19. Web based tutorials for training to the user of the application.
20. Sending of E-mail to the Chairman, Delhi High Court Mediation and Conciliation Committee for approval of assignment of cases to mediators.
21. Making provision of payment gateway for deposit of pre-litigation charges.
22. Provision of paid web server with 10 mbps leased line.
23. Updation of the software/application from time to time.

Note:

1. Free warranty period after the development of the website be clearly indicate.
2. A.M.C.(to be effective after the completion of warranty period of the website) be separately and clearly indicate.

Sd/-
(A.K. Sharma)
Assistant Registrar (Genl)
3rd Floor, New Medical Unit
Delhi High Court, New Delhi