



Chandigarh Judicial Academy

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No. Dir/CJA/2025/809 Dated:-21-03-2025

Tenders are invited via the E-tendering process for the supply, installation, testing, and proper functioning upto the mark of Hardware based firewall as per satisfaction of the Chandigarh Judicial Academy on the tender form available at the website <https://etenders.chd.nic.in/>. A complete set of requests for proposal documents, including all terms and conditions, is also available for download from the Academy's website, www.cja.gov.in. Offers must be submitted by 14-04-2025 till 05:00 p.m

Sr. No.	Name of Work and location	Estimated cost put to tender	Earnest money	Time of completion	Date of Pre-Bid Meeting	Last date and time for submission of bid online	Time & date of opening of tender
1	Supply, installation, testing, and proper functioning upto the mark of Hardware based firewall as per satisfaction of the Chandigarh Judicial Academy	Rs. 19,94,200/-	Rs. 39,844/- (2% of estimate cost)	01 (One) month	25-03-2025 at (11:00am) in CJA	14-04-2025 At 05:00 PM	15-04-2025 At 10:00 AM

1. BIDDING PROCESS

The tender forms can be downloaded from the website of the Chandigarh Judicial Academy www.cja.gov.in and <https://etenders.chd.nic.in/>.

Bid Submission

- a) The tender documents shall be uploaded in 2 covers:-
 - Cover-1- shall contained scanned copies of Earnest Money document and other documents as per condition mentioned below at point q (submission of bids) and checklist of the tender notice.
 - Cover-2- Shall contain Financial Bid on the prescribed format BOQ(Bill Of Quantities).
- b) Bidders are advised to study the tender Document carefully. Submission of the Bid shall be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the Request for proposal document with full understanding of its implications. Bids not complying with all the given clauses in this Request for proposal document are liable to be rejected. Failure to furnish all information required in the Request for proposal Document or submission of a bid not substantially responsive to the Request for proposal document in all respects shall be at the bidder's risk and may result in the rejection of the bid.
- c) All the bids must be valid for a period of 120 days from the opening of the commercial bid or six months from the last date of submission of the bids, whichever is later. If necessary, the Academy shall seek extension in the bid validity period beyond 120 days.
- d) The bidders, not agreeing for such extensions shall be allowed to withdraw their bids without forfeiture of their Earnest Money document.
- e) The bidders shall have to submit their Bids Online in Electronic format with Digital signatures. For participation in the e-tendering process the Bidders need to register themselves on <http://etenders.chd.nic.in/>.

- f) The bid shall be uploaded in Electronic Format on the website <http://etenders.chd.nic.in/>. Scanned copies of Earnest Money Deposit and affidavit etc. be uploaded along with the Bid within prescribed time limit.
- g) The bidder has to produce the original documents as and when asked for by the Chandigarh Judicial Academy. The failure of the bidder to furnish the said original documents shall entail summary rejection of its tender.
- h) Submission of tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions.
- i) The rates of the entire work as detailed in the table above be mentioned in the bid. Chandigarh Judicial Academy reserves the right to negotiate the rates as well as the terms and conditions as it may deem necessary before allotting the contract.
- j) Each of the Tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, General Specifications and Special Conditions etc., as laid down. Any tender with any of the documents not so signed may be rejected.
- k) The tender submitted on behalf of a partnership firm as bidder shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract, otherwise the tender may be rejected by the Academy.
- l) Further “Corrigendum” or “Addendum” (if any) shall be issued on Chandigarh Judicial Academy’s website only and prospective Bidders have to keep checking our website for any additional instructions/ Addendum, if any till 48 hours of tender submission time. Bidders who quote tender without attaching tender or the addendum if any shall be rejected.
- m) Chandigarh Academy reserves the right to select/reject one or more bidders. The Chandigarh Judicial Academy does not bind itself to accept the lowest or any tender and reserves the right to accept or reject any or all tenders either in whole or in part, without assigning any reasons whatsoever.
- n) Conditional tenders are liable to be rejected. Dispute, if any, shall be subject to Chandigarh jurisdiction only.
- o) While all efforts have been taken to avoid errors in the drafting of the tender document, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- p) The Bidder must have completed the similar works of following magnitude during last 5 years ending last day of month previous to month of tendering.
 - Three similar completed work each of value not less than 30% of the DNIT (Detailed Notice Inviting Tender) amount. (i.e. Rs. 5,98,260/-)
 - or
 - Two similar completed work each of value not less than 50% of the DNIT(Detailed Notice Inviting Tender) amount.(i.e. Rs. 9,97,100/-)
 - or
 - One similar completed work of value not less than 70% of the DNIT (Detailed Notice Inviting Tender) amount.(i.e. Rs. 13,95,940/-)
- q) **SUBMISSION OF BIDS**
 - (i) Tenders without Digital Signatures shall not be accepted by the Electronic Tendering System. The documents of technical bid is to be uploaded on the portal and the same copies should be submitted to

the Chandigarh Judicial Academy in physical form and in case it has not been submitted in physical form it shall be rejected summarily.

- (ii) Before submission of on-line Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid failing which tender shall be rejected summarily.
- (iii) It shall be mandatory for all the Bidders to upload all the documents within prescribed time limit.
- (iv) The sealed technical bid in physical form should reach in "The office of Director (Administration), Chandigarh Judicial Academy, Sector 43, Chandigarh -160022" on 15-04-2025 **till 5:00 PM**.
- (v) The Chandigarh Judicial Academy shall not be responsible for any delay in on-line submission of the Bids due to any reason whatsoever.
- (vi) The details of Earnest Money Deposit specified in the Tender documents should be the same as submitted on-line (scanned copies) otherwise tender shall be rejected summarily.
- (vii) Corrigendum issued if any before the receipt of on line bid shall be available on the Chandigarh Judicial Academy website (www.cja.gov.in) only. It shall be the responsibility of the bidder to make amendments in its bid accordingly.
- (viii) The bidder should submit his valid email-id in the undertaking for further correspondence regarding the tender.
- (ix) The bid submitted shall become invalid and rejected if:
 - The bidder is found ineligible on account of the following:
 - ❖ The bidder does not upload all the documents (including service Tax registration/VAT registration/Sales Tax registration) as stipulated in the bid documents.
 - ❖ If any discrepancy is noticed in the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the bidders in the office of tender opening authority.
 - ❖ Filling all the fields in both technical and financial bids is mandatory. Incomplete bid shall summarily be rejected at the discretion of the Chandigarh Judicial Academy.
 - ❖ The details of Earnest Money Deposit specified in the Tender documents should be same as submitted online (scanned copies) otherwise tender shall be rejected summarily.
- (x) List of documents to be scanned and uploaded within the period of bid submission:-
 - ❖ Affidavit of blacklisting.
 - ❖ Certificate of Valid Registration for GST/ST/VAT and acknowledgement of up to date filed return if required.
 - ❖ Signed and Stamped Copies of the documents as mentioned in the Checklist of the tender document.
- m) Scanned copies of all the documents required for the tender be prepared in accordance with the procedures enumerated in the RFP (Request for proposal) and should be uploaded on the portal <http://etenders.chd.nic.in/> on or before 14-04-2025 **05:00 PM**.
- n) Each page of the Tender documents must be stamped and signed by the person or authorized persons submitting the Tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Chandigarh Judicial

Academy. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.**

- o) For any clarification on the Bidding Document and terms and condition, a pre bid meeting shall be held with the interested firms. Prospective bidders may also be requested to submit their points for clarification during the pre-bid meeting or they may send the mail to the e- mail id (admn@cja.gov.in) before the date of pre-bid meeting.

2. EARNEST MONEY DEPOSIT

- a) The bidder shall pay Earnest Money Deposit amounting to **Rs. 39,884/- (2% of estimated amount)** through online mode at the time of submitting the bidding documents on the portal.

- b) **Forfeiture of Earnest Money Deposit/Security Deposit**

The Earnest Money Deposit can be forfeited if a Bidder

- a. Withdraws its bid during the period of bid validity,
- b. Does not accept the correction of errors,
- c. In case the successful Bidder fails to sign the contract within the stipulated time or
- d. In case the bidder fails to accept the Letter of Intent within the stipulated time.

3. LAST DATE FOR SUBMISSION OF BIDS

- a) Bids, complete in all respects, must be uploaded on the e-tendering portal by the due date and time as mentioned above in this RFP (Request for proposal).
- b) Chandigarh Judicial Academy may, at its own discretion, extend the date for submission of bids. In such a case all rights and obligations of Chandigarh Judicial Academy and the Bidders shall be applicable to the extended time frame.
- c) At any time, prior to the last date for receipt of bids, the Chandigarh Judicial Academy may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP (Request for proposal) document by an amendment. The amendment shall be notified on website www.cja.gov.in and should be taken into consideration by the prospective bidders while preparing their bids.
- d) In order to give prospective bidders reasonable time to take the amendment into account in preparing their bids, this Chandigarh Judicial Academy may, at its discretion, extend the last date for the receipt of bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval may result in forfeiture of Bidder's Earnest Money Deposit.
- e) The bidders shall bear all costs associated with the preparation and submission of their bids. The Chandigarh Judicial Academy shall, in no case, be responsible or liable for those costs, regardless of the outcome of the empanelment process.

4. OPENING OF BIDS

Pre Qualification cum Technical Bid

- a) Technical bid shall be opened on **15.04.2025 at 10.00 AM.**
- b) The bids shall then be passed on to a duly competent authority for further evaluation.

5. EVALUATION OF THE BIDS

- a) The Pre qualification cum technical bids shall be evaluated by a tender committee. The first process for the committee is to examine the eligibility of the bidders as per the eligibility criteria. Bids not satisfying the eligibility criteria, shall be rejected. However, the committee reserves the right to call for additional information from the bidders to fully establish their eligibility. Such information should be submitted within the timeframe set aside by the competent authority otherwise the bid may not be considered for further evaluation.

- b) Subsequently, the competent authority would examine the technical details and may ask for additional information and may call the eligible bidders for a presentation of the projects handled by them and quoted in their bids. The time limit, in which the bidders have to submit the additional information or present their projects, shall be decided by the competent authority and its decision shall be final in this regard. The bidders shall also assist the competent authority in getting relevant information from the bidders' references. Bidders failing to adhere to the specified time limit shall not be considered for further evaluation.
- c) The competent authority may also ask the bidders to give a demonstration of the proposed work, which would form a part of evaluation.

6. FINANCIAL BIDS

- a) Financial bids of the qualified bidders shall be opened on a date and time duly notified on the website of the Chandigarh Juridical Academy.
- b) The negotiation shall be carried out by a competent authority.
- c) The competent authority reserves the right to award the work in part or whole of the bids at individual costs quoted in the commercial bids.

7. AWARD OF CONTRACT

- a) Letter of intent shall be issued to the successful bidder by the Chandigarh Juridical Academy. The successful bidder shall accept the said letter of intent within 15 days from the date of the issue of the said letter of Intent and shall communicate the acceptance to the Chandigarh Judicial Academy.
- b) Award of contract shall be subject to the decision of the Hon'ble Board of Governors, Chandigarh Judicial Academy which shall be final and binding.
- c) Chandigarh Judicial Academy reserves the right to extend time period for execution of said work subject to satisfactory performance of services and compliance of all terms and conditions of the agreement.

8. INDEMNITY

- a) The successful bidder i.e. contractor shall indemnify Chandigarh Judicial Academy of all legal obligations of its professionals deployed for the said project.
- b) The Chandigarh Judicial Academy also stands absolved of any liability on account of death or injury sustained by the manpower and the workers deputed by the Agency during the performance of the work and also for any damages or compensation due to any dispute between the Agency and its workers.

9. TERMINATION OF CONTRACT

- a) The conditions stipulated in the contract shall be strictly adhered to and violation of any of these conditions by the contractor shall entail termination of the contract without prejudice to the rights of the Chandigarh Judicial Academy. In addition, Chandigarh Judicial Academy shall be free to forfeit the earnest money deposit/performance security deposit and get the assigned work done from alternate sources at the risk and cost of the defaulting contractor.
- b) The Chandigarh Judicial Academy may at any time terminate the work order contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.
- c) For continuously providing inferior quality of services, the 'Chandigarh Judicial Academy' reserves the right to cancel the contract. In this eventuality, the security deposit shall be forfeited.
- d) In case a penalty is imposed for more than 5 times on the 'Contractor' on account of any one of the deficiencies in services as agreed to be done, the contract would automatically stand terminated and security forfeited.
- e) If the contractor, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from Chandigarh Judicial Academy. The Chandigarh Judicial Academy may terminate the contract / work order in whole or in part.
- f) In case of temporary break-down of service by the contractor, before the termination of the contract, the Director (Administration) reserves the right to get

the urgent and routine essential works done from other agencies/persons at the cost of the contractor.

- g) The Chandigarh Judicial Academy may transfer upon such terms and in such manner, as it deems appropriate for work order for similar support service to other contractor and the defaulting contractor shall be liable to compensate the Chandigarh Judicial Academy for any extra expenditure involved towards support service to complete the scope of work totally.
- h) Chandigarh Judicial Academy reserves the right to verify the particulars furnished by the contractor independently. If any information furnished by the applicant is found incorrect at a later stage, the firm/contractor shall liable to be debarred for future tendering in the Chandigarh Judicial Academy.
- i) Further Chandigarh Judicial Academy shall also have the unfettered right to repudiate and rescind the Contract if there is any breach of the Contract by the Contractor including but not limited to the occurrence of any of the following events or contingencies:-

I. Default achieving milestones affecting the overall time schedule.

10. JURISDICTION

All legal disputes, if any, shall be subject to the exclusive jurisdiction of Civil Courts at Chandigarh

Specification Compliance Form

Sr. No.	Firewall Specification	Please write yes or no for technical specifications
1	Solution should not exceed 1 RU rack mount per appliance with meeting below throughputs:	
	Firewall Throughput should be 70 GBPS or higher.	
	Concurrent Sessions should be 16 Million or higher.	
	IPSec VPN Throughput should be 60 GBPS or higher.	
	NGFW Throughput should be 22 GBPS or higher, if NGFW throughput is not mentioned in data sheet, then, OEM (Original equipment manufacturer) datasheet should include equivalent or better security throughput like Threat Prevention Through put.	
2	Hardware should have at least 16 x GE copper, 4 x SFP+ 10 GbE fiber	
3	Solution should have GUI/CLI based management console, user threat level mapping, cloud application usage visibility, SDWAN based on jitter/latency/packet loss, reporting analyzer function, ability to identify risky users based on browsing behavior, integration provision with managed services.	
4	Solution Should provide TLS inspection offers high performance, support for TLS 1.3 with no downgrading, port agnostic, enterprise-grade policies.	
5	Solution should support SO-WAN providing performance-based link selection with zero-impact re- routing, SD-WAN monitoring, multi-site SD WAN orchestration tools, and Fast Path acceleration of IP sec VPN tunnel traffic.	
6	Solution should support Static Routing, BGP and OSPFv3 routing.	
7	Solution should have the provision to configure TLS- encrypted syslog.	
8	Solution should have two-factor authentication (One -time-password) support for administrator access, user portal, IP sec and SSL VPN for minimum 2000 users from day one	
9	Solution should have the option for configuring High Availability (HA) between two devices in active- active or active-passive mode.	
10	Solution should have SNMP v3 and Net flow support.	
11	Solution should have the configuration option to block sign-in for all types of authentication, such as the web admin console, CLI, or VPN. Administrator should be provided with an option to enter the maximum number of failed sign-in attempts and the duration (in seconds) within which the attempt s can be made From a single IP address. Therefore, when the failed attempts exceed the number, the administrator is locked for the configured minutes. Administrator must be provided with the configuration option to specify the number of minutes for which the administrator shall not be allowed to sign in.	
12	Solution should provide administrator with option to use name lookup to	

	query the domain name service For information about domain names and IP addresses. The option should be able to send a domain name query packet to a configured domain same system (DNS) server.	
13	Solution should provide administrator with an option to use packet capture showing the details of the packets that pass through an interface.	
14	Solution should help administrator in tracing the path taken by a packet from the source system to the destination system. The output shows all the routers through which data packets pass from the source system to the destination system, maximum hops, and total time taken by the packet to return (measured in milliseconds).	
15	Solution should provide administrator with the ability to test the reachability of a host on an Internet Protocol (IP) network and to measure the round-trip time for messages sent from the originating host to a destination computer.	
16	Solution should have the ability to sends the Net flow records of source, destination, and traffic volume to the Net Flow server. The records help administrator to identity the protocols, policies, interfaces, and users consuming high bandwidth. Administrator thus can use data analysis tools, such as Open Source Data Analyzer and PRTG to generate reports from the Net Flow records.	
17	Solution should have the ability to configure email settings to send alert emails.	
18	Admin user interface Should provide the ability to synchronize the clock on the firewall with predefined or custom Network Time Protocol (NTP) servers.	
19	Appliance should support sys log protocol and must have the capability for collecting and forwarding messages from firewall module to a server running a sys log daemon.	
20	Solution should provide administrator with an option to add certificates and generate a locally-signed certificate or certificate signing request (CSR). Administrator can also add certificate authorities (CA) and certificate revocation lists (CRL).	
21	Solution should have ability to define policies to block traffic to high-risk applications. New applications should be automatically added to application filters and firewall rules when the application signature database is updated.	
22	Appliance sys log protocol should be compliant to RFC5424.	
23	Solution should have the ability to specify protection on a zone-specific basis and limit traffic to trusted MAC addresses or IP-MAC pairs.	
24	Solution should support VoIP using both Session Initiation Protocol (SIP) and H.323 standards.	
25	Solution should support QoS options by web category or application to limit or guarantee upload/download or total traffic priority and bit rate individually or shared.	
26	Solution should have group policy management allows objects, settings, and policies to be modified once and automatically synchronized to all firewalls in the group.	
27	Solution should be state full deep packet inspection firewall.	
28	Solution should have the provision to enforce policy across zones, networks, or by service type.	
29	Solution should have ability for detecting and blocking network traffic attempting to contact command and control servers.	
30	Solution should have the ability to create user, group, time, or network-based policies.	
31	Solution should have the ability to create access time polices per user/group.	
32	Solution should support Site-to-site VPN: SSL, IP sec, 256-bit AES/3DES, PFS, RSA, X.509 certificates, pre- shared key. Solution should support RB-VPN	
33	Solution should support high-performance, next-gen IPS deep packet inspection engine with selective IPS patterns that can be applied on a firewall rule basis for maximum performance and protection.	
34	Appliance should have jumbo frame support.	
35	Appliance should support 802.3ad interface link aggregation.	
36	Solution should have the ability to set user-based traffic quotas on upload/download or total traffic and cyclical or non-cyclical.	
37	Solution should have zero-impact re-routing maintains application sessions when link performance falls below thresholds and a transition is made to a better performing WAN link.	
38	Solution should have SD-WAN load balancing across multiple SD-WAN links with round-robin weighting or session persistence strategies.	

39	Solution should include 3 years subscription of NGFW-IPS-Gateway Anti Virus-Zero Day Protection- Sandbox-ATP, Web Filtering, Application Filtering, VPN and two-factor authentication, for 750 concurrent users including appropriate licenses if applicable.	
40	OEM(Original equipment manufacturer)/Equipment should have TEC/MTCTE certification along with EAL4+ certification	
41	Firewall should have 3 year licenses, advanced replacement warranty & 24/7 OEM (Original equipment manufacturer) online support.	
42	OEM (Original equipment manufacturer) should have India based support and warranty RMA centre.	
43	OEM (Original equipment manufacturer) Support Escalation Matrix to be attached.	
44	CA audited turnover sheet of OEM (Original equipment manufacturer) to be attached.	
45	OEM (Original equipment manufacturer) should have SOC2 Type2 audited data lake.	
46	OEM (Original equipment manufacturer) should have ISO 27001:2022 Certification	
47	OEM (Original equipment manufacturer) should not be blacklisted in Any Govt./PSU is last Five years	
48	The solution should be provided with wireless access points for same OEM (Original equipment manufacturer) and should be managed from single console.	
49	<p>The lowest Bidder shall submit undertaking from the OEM (Original equipment manufacturer) regarding following points along with the performance guarantee after the acceptance of tender, failing which, the tender shall be rejected and Performance Guaranty /EMD (Earnest Money Deposit) shall be forfeited.</p> <ul style="list-style-type: none"> • The Bidder shall have to upload the work specific OEM (Original equipment manufacturer) Authorization letter. If the Original Equipment Manufacturer quotes the tender, the tender of authorized firm shall not be considered. • Authorization certificate from OEM (Original equipment manufacturer). • An undertaking from the OEM (Original equipment manufacturer) that they shall unconditionally support the lowest Bidder technically throughout the execution of contract as well as for Maintenance/Comprehensive Maintenance Contract for the useful life of the System. • OEM (Original equipment manufacturer) shall provide all the spares required for healthy functioning of the equipment for at least seven years from the date of supply of equipment. 	

GENERAL AND COMMERCIAL CONDITIONS FOR THE WORK

1) The work shall be generally carried out in accordance with tender/bid specifications and the following specifications.

a) Commercial and Additional conditions for this work and as per directions of Director (Administration) cum Chairman, Tender Committee, Chandigarh Judicial Academy

2) The contractor shall have to follow fair wage clause.

3) Sub-standard work shall not be accepted.

4) No claim on account of fluctuation in prices due to any reason shall be considered.

5) The quantity can be increased or decreased as per actual requirement at site.

6) The contractor has to employ qualified Engineer for the supervision of work at site.

7) Any error in nomenclature & technical specifications or unit can be corrected at any stage as required during the execution of work at site.

8) The work shall be carried out in engineering like manner. The bad workmanship shall not be accepted and defects shall be rectified at contractor's cost of the satisfaction of the Director (Administration) Chandigarh Judicial Academy-cum-Chairman, Tender Committee.

9) The contractor shall be bound to execute any extra DSR/M&R items if required at site at the same percentage rates as quoted by him, if the rates quoted by the firm are below the DNIT (Detailed Notice Inviting Tender) amount.

10) The Chandigarh Judicial Academy has reserved the right to waive off or to issue any amendments to the terms & conditions and provision of the work order/purchase order as required at site during execution of the work.

11) The unit rate of each item of equipment/accessory listed in the schedule of requirement should be inclusive of supply, delivery, testing and commissioning charges. The rates shall be on firm prices base. The price should be incisive of all duties & taxes.

- a) The Chandigarh Judicial Academy Reserves the right to order the final quantity for the units rates quoted on the tender by the contractor shall consider as valid.
- b) The contractor shall acquaint with the work and working conditions at site and locality. No claim shall be entertained on this issue after the offer has been submitted.
- c) The unit rate of the equipment and accessories listed in schedule of requirement shall include the followings. The contractor must quote for each item contained in the schedule of requirement.
 - i. Cost of material/equipment.
 - ii. All charges for containers and packing.
 - iii. All charges necessary to effect free delivery of material/equipment and other T&P (Tools and Plant) items at their work site including loading of equipment at site.
 - iv. All charges such as freights, insurance, customs, excise clearing charges etc.
 - v. GST or any other tax on equipment/T&P's (Tools and Plant) covered in scope of work. Nothing shall be paid extra.
 - vi. Erection charges in respect of all items required to complete the entire work under each item.

12) **Completeness of tender:** All hardware items which are essentially required for completing an item as per specifications shall be deemed to be included in the item even when the same have not been specifically mentioned. All hardware materials such as nuts/bolts/screws/ washers etc. to be used in the work shall be bezinc/cadmium plated Iron.

13) **Storage and custody of materials:** The Contractor should make his own arrangement for storage of materials and erection equipments and no separate storage accommodation shall be provided by the department i.e. Chandigarh Judicial Academy . Watch and ward of the stores and their safe custody shall be the responsibility of the contractor till the final taking over of the installation by the Chandigarh Juridical Academy.

14) **Defect Liability Period:** All equipments shall be Warranty/guaranteed for a period of Three Years from the date of installation. Against unsatisfactory performance and/or break down due to defective design, workmanship or material. The Warranty/guarantee is directly from the OEM (Original equipment manufacturer). The contractor shall submit the Warranty/guarantee certificate/undertaking from the OEM (Original equipment manufacturer) to the Chandigarh Judicial Academy agreed by not below the Rank of Regional Manager, Director or Proprietor of the firm. The Warranty/ guarantee of replaced/rectified item shall remain for balance period from the date of rectification/replacement. The equipments or components, or any part thereof, so found defective during Warranty/guarantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of the Director (Administration) Chandigarh Judicial Academy-cum Chairman, Tender Committee. In case it is felt by the Chandigarh Judicial Academy that undue delay is being caused by the contractor in doing this, the same shall be got done by the Chandigarh Judicial Academy at the risk and cost of the contractor, The decision of the Directer (Administration) Chandigarh Judicial Academy cum-Chairman, Tender Committee in this regard shall be final. The contractor shall guarantee among other things, the following:

- i. Quality, strength and performance of the materials used as per manufacturers standards.
- ii. Satisfactory operation during the maintenance period.

15) **Care of the building:** Care shall be taken by the contractor while handling and installing the various equipments and components of the work to avoid damage to the building. He shall be responsible for repairing all damages and restoring the same to their original finish at his cost. All repairs & patch work shall be neatly carried out to match with the original finish & all damages caused to the building

installation during the execution of work shall have to be made good by the contractor immediately at his own cost to the entire satisfaction of Director (Administration) Chandigarh Judicial Academy-cum-Chairman, Tender Committee. In case contractor fails to comply with the instructions of the Director (Administration) Chandigarh Judicial Academy-cum-Chairman, Tender Committee, shall be at liberty to get the work done by any other contractor and recover such amount as paid to the other contractor from the bill(s) of the contractor. Contractor shall have no claim, whatsoever, on the extent of such amount. Further he shall also remove at his cost all unwanted and waste materials arising out of the installation from the site of work.

16) **Power Supply:** The contractor shall make his own arrangements for electrical power supply for the construction activities during the agreement period. No extra payment for the same shall be made.

17) **Acceptable makes of various equipments:** The acceptable makes of various equipments/components/accessories have been indicated in DNIT (Detailed Notice Inviting Tender). The contractor shall work out the cost of the offer on this basis. Alternate makes are not acceptable and tender with any other make(s) shall be rejected.

18) Approval of Drawings, Makes and Models of Materials

- a) The contractor shall submit drawings, technical data sheet and makes and models of the equipment's/materials offered by him for all components to the Director (Administration) Chandigarh Judicial Academy-cum-Chairman, Tender Committee of the work for approval before placing the order of equipment/materials.
- b) The Director (Administration) Chandigarh Judicial Academy-cum-Chairman, Tender Committee shall scrutinize the proposal and approve the makes and models which are acceptable as per the schedule, specifications, approved makes, conditions of the agreement and inform the agency for procurement.
- c) After approval of the equipment/materials by the Chandigarh Judicial Academy the contractor shall procure the equipment/materials from the OEM (Original equipment manufacturer)/authorized distributor/dealer as the case may be.

19) **Compliance with Regulations and Indian Standards:** All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by this specification. Successful contractor shall arrange for compliance with statutory provisions of safety regulations and departmental requirements of safety codes in respect of labour employed on the work by the Bidder. Failure to provide such safety requirement would make the Bidder liable for penalty of Rs. 5000/- (Rs Five Thousand only) for each default. In addition, the Chandigarh Judicial Academy shall be at liberty to make arrangement for the safety requirements at the cost of contractor and recover the cost thereof from him.

20) **Extent of work:** The work shall comprise of entire labour including supervision and all materials necessary to make a complete installation and such tests and adjustments and commissioning, as may be required by the Chandigarh Judicial Academy. The term complete installation shall not only mean major items of the plant and equipments covered by specifications but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charts whether or not those have been mentioned in details in the tender document in connection with this contract as this is a turnkey job.

21) **Inspection and testing:** The material (Major Items) shall be offered for initial inspection at manufacturer's works. The contractor shall intimate the date of testing of equipments at the manufacturer's works before dispatch. The successful Bidder shall give advance notice of minimum two weeks regarding the dates proposed for such tests to the Chandigarh Judicial Academy's representative to facilitate his presence during testing. The Director (Administration) Chandigarh Judicial Academy-cum-Chairman, Tender Committee may witness such testing. The cost of the Director (Administration) 's visit to the factory shall be borne by the Chandigarh Judicial Academy.

- a) Copies of all documents of routine and type test certificates of the equipment, carried out at the Manufacturer's premises shall be furnished to the Director (Administration) Chandigarh Judicial Academy-cum-Chairman, Tender Committee and consignee.
- b) After completion of the work in all respects the contractor shall offer the installation for testing and operation.

22) In case of negligence on the part of supplier/contractor to execute the order contract with the negligence and to comply with any reasonable orders given in written by the Purchase, and/on contravention if any provisions of the work order/contract the Chandigarh Judicial Academy may give 21days notice in writing to the supplier/contractor to make good the failure or negligent or contravention and if the supplier/contractor fails to comply with the notice within time considered to be reasonable by the Chandigarh Judicial Academy, he shall have the right to main risk purchase/work order for full or part of the quantities at the risk and cost of the contractor and or cancel the contract and claim due compensation/ damages from the contractor. Further in case of such default by the Supplier/Contractor the Chandigarh Judicial Academy may also suspend business dealings with the supplier/contractor apart from claiming reasonable compensation/damages for failure of security. etc.

23) **Indemnity:** The successful Bidder shall at all times indemnify the Chandigarh Judicial Academy, consequent on this works contract. The successful Contractor shall be liable, in accordance with the Indian law and regulations for any accident occurring due to any cause and the contractor shall be responsible for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the equipments and ancillary equipment under the supervision of the successful contractor in so far as the latter is responsible. The successful contractor shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful contractor on account of the above.

24) **Erection tools:** No tools and tackles either for unloading or for shifting the equipments for erection purposes should be made available by the Chandigarh Judicial Academy. The Successful contractor shall make his own arrangement for all these facilities.

25) **Verification of correctness of equipment at destination:** Contractor shall preserve the copies of invoices, test certificates; gate passes etc. to prove the genuineness of material/purchases. The contractor shall have to produce all the relevant records to certify that the genuine equipments from the OEM (Original equipment manufacturer) has been supplied and erected.

26) **Security deposit:** -The security deposit shall be a Sum of 3% of gross amount of the final bill. The security deposit shall be released on the expiry of Warranty/guarantee period i.e. Three years.

27) **Penalty/damages for delay in delivery:** If the contractor fails to deliver the material equipment within the stipulated delivery period of the purchase order / contract, the same is liable to be rejected and if accepted, the Bidder shall be liable to pay as penalty, charges as per the Chandigarh Judicial Academy instructions, but not exceeding maximum limit of 10% of the cost of complete unit of undelivered equipment/ work so delayed or part thereof.

28) **Force Majeure:** During the pendency of the contract/purchase order, if the performance in whole/part by wither part or any obligation the contractor is prevented/delayed by cases arising out of wither party of any obligation the contractor prevented/delayed by cases arising out of any war hostilities commotion acts of the public enemy sabotage fire, floods, explosion, epidemic or non-availability of Government controlled raw material under orders instructions of central, Civil Militant authorities on any other causes beyond their reasonable control neither of the two parties shall be made liable for loss or damages orders instruction of central, Civil Military authorities on another causes beyond their reasonable control neither of the two parties shall be made liable for loss or damages due to delay of failure to perform the contract, during the currency of Force Majeure conditions provided that happening is notified in writing with documentary proof.

29) **INSURANCE:** Transit insurance for All the equipment, shall be arranged by the contractor for entire period of Contract. The settlement of claims with the insurance company, railway authorities etc. for any loss/damage occurring during transit and storage at works site shall entirely be the responsibility of the contractor. Comprehensive insurance cover for men, machinery and all parts shall be arranged by the contractor for entire period of contract. The contractor shall make his own arrangement to receive and store the material. The settlement of claims with insurance company, transport authorities etc. for any loss / damage Occurring during transit and storage at work site shall entirely be the responsibility of the contractor. In case, the contractor fails to provide such any insurance cover, the Chandigarh Judicial Academy may get the material insured at the cost recoverable from the tendering firm / contractor.

30) **Training:** The scope of works includes on job technical training of two persons at site. Nothing extra shall be payable on this account.

31) The successful contractor should furnish well in advance three copies of detailed instructions and manuals of manufacturers for all terms of equipments regarding installation, adjustments operation and maintenance i.e. preventive maintenance & trouble shooting together with all the relevant data sheets, spare parts catalogue and workshop procedure for repairs, assembly and adjustment etc. all in triplicate.

32) PAYMENTS:

- a) 80% payment shall be released of basic order value along with full taxes and duties shall be made within 15 days against receipt of accepted material or bill whichever is later.
- b) 17% payment shall be of basic order value shall be made within 15 days after successful testing and proper functioning upto the mark of Hardware based firewall as per satisfaction of the Chandigarh Judicial Academy.
- c) 3%(security deposit) of total bill shall be released on the expiry of Warranty/guarantee period i.e. Three years.
 - I. No living accommodation for the staff of manufacturer/agency shall be provided by Chandigarh Judicial Academy.
 - II. Carriage of material to site shall be the responsibility of the firm at their own cost.
 - III. The performance review of all the brands shall be done by the Tender Committee, Chandigarh Judicial Academy. However, final allotment of the tender shall be done by Board of Governors. The best and lowest-qualified firm shall supply, installation, testing, and its proper functioning upto the mark of all the equipments within one month from the date of supply order.
 - IV. Deviation if any shall be considered only if pointed out by the firm in the schedule of deviations attached with the Technical Bid.

Contact Details (In case of any query):-Aman Kumar Mno. 9855998721 , Phone: 0172-6662171, e-mail: admn@cja.gov.in

Director (Administration)
Chandigarh Judicial Academy

(On Company Letter Head)

INTEGRITY PACT

To,
Director (Administration)
Chandigarh Judicial Academy
Sector 43, UT, Chandigarh.

SUB: SUBMISSION OF TENDER FOR THE WORK "SUPPLY, INSTALLATION, TESTING ITS PROPER FUNCTIONING UPTO THE MARK OF HARDWARE BASED FIREWALL IN CHANDIGARH JUDICIAL ACADEMY".

Dear Sir,

I/we acknowledge that CHANDIGARH JUDICIAL ACADEMY is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/we agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We shall sign the enclosed integrity agreement, which is an integral part of tender document's failing which I/we shall stand disqualified from the tendering process. I/we acknowledge that the Making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

I/we confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which shall come into existence when tender/bid is finally accepted by CHANDIGARH JUDICIAL ACADEMY.

I/we acknowledge and accept the duration of the Integrity Agreement, which shall be in the line and Article 1 of the enclosed Integrity Agreement. I/we acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, CHANDIGARH JUDICIAL ACADEMY shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

Specimen Performa for the affidavit to be submitted by the bidder along with other post-qualification documents

(On Judicial Stamp paper dully attested by 1st class Magistrate or Notary Public)

I, _____ S/o Sh. _____ authorized representative of _____ with its office at _____ solemnly affirm and declare as under on behalf of the firm:-

To become eligible for e-tendering, the Bidder shall have to furnish an affidavit as under:

- a) That I/We hereby declare that I/We have not been black listed/debarred/suspended by any Govt. /Semi Govt. / Board/Corporation / Private firms as on last date of receipt of tender.
- b) That I/We undertake and confirm that eligible similar work(s) has/have not been executed through another contractor on back to back basis. Further it is undertaken that if such a violation comes to the notice of Director (Administration) Chandigarh Judicial Academy, then I/We shall be debarred from tendering in Chandigarh Judicial Academy I future forever. Also, if such a violation comes to the notice of Chandigarh Judicial Academy, the Director (Administration) Chandigarh Judicial Academy shall be free to forfeit the entire amount of earnest Money/Security Amount deposited by me/us/
- c) That the deponent further undertakes that he / she / Director(s) / partner(s) of the proprietor / firm / company / agency have never been convicted of any criminal offence.
- d) That I/we also undertake that the particulars given by me are true and correct to the best of my knowledge and belief and nothing has been concealed thereof. I am aware that in case of any discrepancy / false statement is found, it shall lead to rejection of my bid/ tender and the Chandigarh Judicial Academy shall debar / blacklist the proprietorship/firm/company / agency.

Place: _____

Authorized Signatory of

Dated: _____

firm/Deponent

VERIFICATION:

I the above named signatory/deponent do hereby solemnly affirm & declare that the contents of this affidavit are true to the best of my knowledge & nothing has been concealed therein.

Place: _____

Authorized Signatory of

Dated: _____

firm/Deponent

CHANDIGARH JUDICIAL ACADEMY
STATE: UT CHANDIGARH

Tender for the work of:-

NAME OF THE WORK: Supply, installation, testing, and proper functioning upto the mark as per satisfaction of the Chandigarh Judicial Academy.

TENDER

I/We have read and examined the notice inviting tender, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Director (Administration) Chandigarh Judicial Academy within the time specified in DNIT (Detailed Notice Inviting Tender) and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for 21 Days from the due date of its opening in case of single bid system, 120 Days from the date of opening of technical bid in case tenders are invited on 2/3 bid system for specialized work and not to make any modification in its terms and conditions.

A Sum of **Rs. 39,884/- (2% of estimated amount)** is hereby deposited online in the account of Chandigarh Judicial Academy, Chandigarh through e-tendering portal i.e. <https://etenders.chd.nic.in>. as earnest money and UTR No./ Transaction slip of the same is scanned and uploaded along with tender within the bid submission date.

If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said Director (Administration) Chandigarh Judicial Academy or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that Director (Administration) Chandigarh Judicial Academy or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said Security Deposit absolutely. The said Security Deposit shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in **Clauses** of the tender form.

I/We agree to clause 32 of the tender document pertaining to the payment i.e.

32) PAYMENTS:

- a) 80% payment shall be released of basic order value along with full taxes and duties shall be made within 15 days against receipt of accepted material or bill whichever is later.
- b) 20% payment shall be of basic order value shall be made within 15 days after successful testing and commissioning of Firewall.
- c) 3%(security deposit) of total bill shall be released on the expiry of Warranty/guarantee period i.e. Three years.
 - i. No living accommodation for the staff of manufacturer/agency shall be provided by Chandigarh Judicial Academy.
 - ii. Carriage of material to site shall be the responsibility of the firm at their own cost.
 - iii. The performance review of all the brands shall be done by the Tender Committee, Chandigarh Judicial Academy. However, final allotment of the tender shall be done by Board of Governors. The best and lowest-qualified firm shall supply, installation, testing, and commissioning of all the equipments within one month from the date of supply order.
 - iv. Deviation if any shall be considered only if pointed out by the firm in the schedule of deviations attached with the Technical Bid.

Further, I/We agree that in case of forfeiture of Earnest Money or Security Deposit aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/we undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Chandigarh Judicial Academy, then I/We shall be debarred for tendering in Chandigarh Judicial Academy in future forever. Also, if such a violation comes to the notice of Chandigarh Judicial Academy before date of start of work, the Chandigarh Judicial Academy shall be free to forfeit the entire amount of Earnest Money Deposit and Security Deposit.

I/we hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate

information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety & integrity of the State.

Dated	}	Signature of Contractor	}
Witness:-.....		Postal Address:-.....	
Address:-.....			
Occupation:-.....		Telephone No. Fax:- E-Mail:-	

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for Director (Administration), Chandigarh Judicial Academy for a sum of (Rupees.....)

The letters referred to below shall form part of this contract agreement.

- a)
- b)
- c)

For Chandigarh Judicial Academy

Signature.....

Designation.....

Dated:.....

TENDER FORMS

(On Company Letter Head)

BIDDER INFORMATION

Sr. No.	Description	Remarks field
1	Name of the Bidder/Firm	
2	Address of the firm	
3	Permanent Account Number	
4	GST No.	
5	Office address	
6	Email id	
7	Phone/Mobile nos.	
8	Year of Establishment	
9	Status of the firm (Sole Proprietorship/ Partnership/ Ltd. Co./ Others)	
10	Name of Director/Partner/Proprietor	
11	Name of the person who has power of attorney or Authorized Signatory	
12	Any Other Information	

(On Company Letter Head)
CHECKLIST

1.	Letter of submission of tender	
2.	Tender documents with all pages duly signed and embossed with official seal	
3	Earnest Money Deposit (Scanned copy of the proof to be uploaded with the technical Bid) Rs. 39,884/-	
4	Copy of Legal Certificates	
5	Copy of PAN Card	
6	Copy of GST Registration	
7	Copy of Company/Firm’s Registration/ Article of Association	
8	Copy of partnership deed/proprietorship (if any)	
9	ISO Certificate details	
10	Undertaking to the effect that the renderer has not ever been blacklisted any Central /State Government organization/Autonomous Body/Statutory Body/PSU or its contract has been terminated on account of poor performance	
11	Duly filled Technical Bid Performa	
12	Integrity Pact	
13	Specimen Performa	
14	CJA Form- 01	
15	Specification Compliance Form	
16	Experience Certificates	
17	Documents to be attached at point no. 49 of page no. 8	
18	Any other document(s), please specify	