

HIGH COURT OF JUDICATURE AT PATNA

TENDER NOTICE NO.:- 03 /2018/Comp. Cell

DATED 22/05/2018

Sealed quotation along with a Demand draft of Rs.10, 000.00 (Rs. Ten thousand only) as refundable earnest money (without interest) in favour of Registrar General, Patna High Court, Patna are invited from HP authorized firms having back to back support for spare parts for repairing of 813 Laptops, provided to Judicial Officers of the state of Bihar. The bid be submitted within **three weeks** from the date of publication of the tender notice. Details of notice along with bidding documents may be downloaded from the website of this court i.e. <http://patnahighcourt.gov.in> or may be obtained from the office of Registrar (IT)-cum-CPC of the Court during office hours.

Note- Earlier Tender Notice No. - 01/2018/Comp. Cell Dated 19/03/2018 & Notice regarding its extension dated 13.04.2018 may be treated as cancelled.

Dated:- 22/05/2018



(P.K. Malik)

Registrar-IT-cum-CPC
Patna High Court, Patna

TERMS AND CONDITIONS

1. Instructions to the tenderers:

Quotations are to be submitted in sealed envelope consisting of Techno-commercial bid in a separate sealed cover & Financial Bid in a separate sealed cover and both bids will be put in the sealed single envelope containing the title "QUOTATIONS FOR COMPREHENSIVE RATE CONTRACT FOR REPAIR OF LAPTOP PROVIDED TO JUDICIAL OFFICERS IN DISTRICT COURTS AND SUBORDINATE COURTS" and addressed to Registrar General, Patna High Court, Patna and the bid will be submitted in the office of Registrar (IT)-cum-CPC, Patna High Court, Patna. **The bid be submitted within three weeks from the date of publication of the tender notice. The Tenders received after the due date/time will not be considered.**

Tender relates to 'Comprehensive' maintenance of Computer Systems. The Tenderer shall clearly specify what items (Hardware)/Services will not be covered under the maintenance contract. All the remaining items/services shall be treated as covered under the maintenance contract.

2. Period of Contract:

The contract will be initially **for a period of one year** which can be extended further for two years on mutual agreement subject to satisfactory performance of each year by the contractor and will also depend upon the price trend for the services/products in the market on the date of extension.

3. Scope of Work:

- (1) The place of performance will be Patna High Court, Patna, and the District Courts and subordinate courts of Bihar.
- (2) It will be duty of the Contractor to have the credentials of the Service Engineers verified and certified.
- (3) It must be noted that number of Laptop may increase or decrease at the sole discretion of the Patna High Court, Patna.
- (4) Any other work of similar nature assigned by the Patna High Court, Patna.
- (5) List of spare parts of Laptop along with Description and spare part number is at Annexure "II".



4. **Duties and responsibilities:-**

1. They should attend to all the complaints, irrespective of its nature.
2. Protection of equipment & maintaining the machinery in perfect working condition.
3. To attend the complaints without fail within the shortest possible time and in no case shall exceed 2 days down time.
4. To depute service engineer to check the Laptops of Judicial Officers and rectify the problem immediately to make it functional.
5. To regularly update the antivirus systems to avoid any loss of data.
6. To replace all such parts which are damaged and which cannot be repaired to keep the Laptops in good working condition.
7. To use only genuine original spare parts of M/s-HP company in the Laptop.
8. To maintain highest order of integrity, moral and social responsibility and decorum of the Courts.

5. **Eligibility Criteria:-**

- A. The Agency applying should possess Income Tax PAN No. and GSTIN no. The Agency should have a minimum experience of 03 years in providing Rate Contract /Annual Maintenance Contract of Laptop in Central Government/State Government Departments/Public Sector Undertakings/Autonomous Bodies. Possession of valid ISO Certificate in the same field may be an added advantage
- B. The Tenderer must have an average annual turnover of Rs. 50, 00,000/- (Rupees fifty lac) during the last three years in the same field. Copies of the following documents should be submitted along with the Bid:-
 - a. Audited Profit & Loss Account of last three years i.e. 2014-15, 2015-16 and 2016-17.
 - b. Service Tax Certificate/GST certificate.
 - c. Income Tax PAN.
 - d. Income Tax Return for the last three years i.e. 2014-15, 2015-16 and 2016-17.
 - e. ISO Certification. (Optional)
 - f. Latest Service Tax Return.
 - g. Documents regarding Experience of 3 years in providing similar services in Central Government / State Government /Public Sector Undertakings /Autonomous Bodies.



6. **Evaluation of Bids:**

- (i) The technical bid and the financial bid shall be sealed by the bidder in separate covers duly super-scribed and both these sealed covers are to be put in a bigger cover which will also be sealed and duly super-scribed. The technical bid will be opened at the first instance and evaluated by a competent committee or authority. At the second stage financial bids of only the technically acceptable offers shall be opened for further evaluation before awarding the contract.
- (ii) Filling up of all the columns in Techno-Commercial Bid and Financial Bid is compulsory. **(Enclosed at Annexure I & II).**

7. **Earnest Money Deposit:**

The Quotations should be accompanied by Earnest Money Deposit (EMD) of Rs-10000/-(Rupees Ten thousand) in the form of Account Payee Demand Draft/Fixed Deposit Receipt/Bankers cheque or unconditional Bank Guarantee from any of the Commercial/nationalized/scheduled banks in an acceptable form drawn in favour of the Registrar General, Patna High Court, Patna, without which the quotations will not be considered. The earnest money will be returned to all the unsuccessful Tenderers after finalization of the Contract without interest.

8. **Performance Guarantee (Security Deposit)**

The successful Bidder shall give performance security in the form of Account Payee Demand Draft/Fix Deposit Receipt from a Commercial Bank or unconditional Bank Guarantee from a Commercial Bank amounting to **Rs 5,76,334.79 i.e Rs five Lakh seventy six thousand three hundred thirt four and seventy nine paise only** in favour of Registrar General, Patna High Court, Patna. Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor firm including warranty obligations. The Security Deposit will be refunded only after the expiry of the contract without interest. This deposit is liable to be forfeited, if during the period of contract the services of the contract are found to be unsatisfactory in any respect, and/or if any of the conditions of the contract is contravened/ breached,/or towards any damage caused due to negligence of the contractor or his employees. This forfeiture will be in addition to any action by the Patna High Court, Patna that the contractor firm may invite upon themselves due to any of the reasons specified above. The bid



security will be refunded to the successful bidder on receipt of performance security.

9. **Other terms and conditions:**

- (i) The Registrar General, Patna High Court, Patna has the right of accepting or rejecting any or all tenders without specifying any reason(s) thereof. The Registrar General is under no obligation to accept the lowest tender.
- (ii) There is no obligation on the part of the Registrar General of the Patna High Court, Patna to inform the unsuccessful tenderer of the outcome of the tender process and reasons for rejection of tender.
- (iii) It shall be mandatory on firm to conduct routine checks to maintain the Laptops in perfect working condition and to submit the routine check reports on quarterly basis to the Registrar General, Patna High Court, Patna.
- (v) AMC/Rate Contract Service Provider, i.e. the contractor shall also attend to calls for on-site installation of any other Operating System and/or Application Software in the laptops without any extra charge, as decided and provided by the e-Committee, Supreme Court of India, from time to time.
- (vi) A surprise check may be conducted by the Registry of the Patna High Court, Patna to ascertain the performance of the equipments.
- (vii) Rates offered in the tender will not be enhanced during the period of contract.
- (viii) The rates finally approved/accepted by the Patna High Court, Patna shall be valid for the whole of the contract tenure and no upward revision will be allowed under any circumstances whatsoever.
- (ix) Under no circumstances, shall the successful firm appoint any subcontractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice, by the authority who has approved the award of the contract.
- (x) The successful tenderer will be required to furnish security deposit amounting to **Rs 5,76,334.79 i.e Rs five Lakh seventy six thousand three hundred thirt four and seventy nine paise only** within 10 (ten) days from the date of acceptance of tender. The security deposit shall be in the form of FDR through any /commercial /nationalized bank in favour of Registrar General, Patna High Court, Patna or unconditional Bank Guarantee of any / Commercial /Nationalized Bank of equal amount. The security deposit money will be



refundable only after the expiry of the contract without interest. The security deposit will be forfeited if during the period of contract your services are found to be unsatisfactory in any respect.

- (xi) The contract can be terminated by the Registrar General, Patna High Court, Patna at any time without assigning any reason if the work of the contractor is found unsatisfactory. In this respect, the decision of the Registrar General, Patna High Court, Patna, will be final and binding on the contractor. The Registrar General, Patna High Court, Patna, reserves the right to accept or reject any bid in whole or in part without assigning any reasons thereof.
- (xii) The bills in triplicate for the services prepared on the basis of rates will have to be submitted in favour of Registrar General, Patna High Court, Patna, for effecting payment. No advance payment shall be made for the services.
- (xiii) The job carried out shall be to the satisfaction of the Registrar General, Patna High Court, Patna, after getting certification from the concerned District Judge and Judicial Officers failing which deductions @ 10% of the total bill shall be made. Depending upon the severity of negligence, the Registrar General, Patna High Court, Patna, reserves the right to blacklist the agency for a suitable period or from further participation in any of the jobs to be done for the Patna High Court, Patna. The decision of the Registrar General of the Patna High Court, Patna shall be final and binding on the firm/agency.
- (xiv) Premature withdrawal of the tender by the tenderer shall make him liable for forfeiture of the earnest money.
- (xv) All the pages of the tender document should be serially numbered and duly stamped and signed by bidder.
- (xvi) The firm should have three years of experience in this field in the Government Ministries/Departments/Semi-Government organizations including public sector undertaking.
- (xvii) A penalty of Rs. 100/- per day will be imposed for non-attendance of Service Engineers after the call is registered with the points person. In this regard, the decision of the Registrar General shall be conclusive and binding on the service provider.
- (xviii) A register of surprise/routine checks shall be maintained by the contractor which shall also be inspected by Registrar (IT)-cum-CPC, Patna High Court.
- (xix) The Registrar General, Patna High Court, Patna, reserves the right to review the performance whenever so desires, and also to



terminate the contract at any point of time during the tenure of the contract in case the performance and the service rendered by the contract firm is found to be unsatisfactory. The decision of the Registrar General shall be binding on the Contractor. Contract can also be terminated at any point of time if the above mentioned work is no more required.

- (xx) The Registrar General, Patna High Court, Patna, reserves the right to vary, amend or alter any terms and conditions of the Tender Document at the time of execution of the Annual Maintenance Contract.


(REGISTRAR-IT-CUM-CPC)
PATNA HIGH COURT
PATNA

Annexure-I
Techno-commercial Bid

TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT/RATE CONTRACT OF LAPTOP PROVIDED TO JUDICIAL OFFICERS IN DISTRICT COURTS AND SUBORDINATE COURTS

| Sl. No. | Description | Page NO. |
|----------------|---|-----------------|
| 01. | Name, address & telephone number of the agency/firm | |
| 02. | Name, designation, address, e-mail ID & telephone number of authorized person assigned for this AMC project. | |
| 03. | Please specify as to whether Tenderer is sole Proprietor/Partnership Firm/Private or Limited Company. | |
| 04. | Name, address & telephone number of Directors, Fax No., e-mail address. | |
| 05. | Copy of PAN Card issued by Income Tax Department and Copy of previous 3 Financial Year's Income Tax Return. | |
| 06. | Valid ISO Certificate in the field of Security/Traffic Guards if any (Please attach copy) | |
| 07. | Service Tax registration number/GSTIN no. (Please attach) | |
| 08. | Latest Service Tax/GST Return (Please attach) | |
| 09. | Annual Turnover during last 3 years: 2014-15..... 2015-16..... 2016-17..... (Please attach proof in the form of Profit & Loss Account) | |
| 10. | Experience certificate of 3 Years in providing services in Central Govt./State Govt./Public Sector Undertakings/Autonomous Bodies. | |
| 11. | Details of Bid Security/Earnest Money Deposit: a) Amount: b) Demand Draft/Pay order/Banker Cheque No.: c) Date of issue: d) Name of issuing Bank: | |
| 12. | Furnish the list of Engineers with Educational Qualifications and working experience who will be deputed for this AMC. | |

ANNEXURE-II

Probook 450 G2

| | Parts | Description | Spare part number | Rate Per Unit |
|----|-----------------------------|---|-------------------|---------------|
| 1 | Battery | 4-cell, 44 WHr, 3.0 Ah Li-ion battery | 756744-001 | |
| 2 | Service door | Service doors (includes large and small service door) | 768134-001 | |
| 3 | Hard drive | 500-GB, 7200-rpm | 778189-001 | |
| 4 | Memory modules | 4-GB (PC3L-12800, 1600-MHz, DDR3L) | 691740-001 | |
| 5 | Optical drive | DVD±RW SuperMulti DL Drive | 768471-001 | |
| 6 | WLAN/Bluetooth combo card | Realtek RTL8188EE 802.11bgn Wi-Fi Adapter | 709848-001 | |
| 7 | WWAN module | HP lt4112 LTE/HSPA+ Gobi 4G Module | 740011-001 | |
| 8 | Keyboard | D61 | D61 | |
| 9 | display bezel | display bezel | 768125-001 | |
| 10 | Top cover | Top cover (includes touchpad) | 768139-00 | |
| 11 | CMOS battery | RTC battery | 738824-001 | |
| 12 | Speaker assembly | Speaker assembly | 768138-001 | |
| 13 | Fingerprint reader assembly | Fingerprint reader assembly | 768128-001 | |
| 14 | Power button board | Power button board assembly | 767442-001 | |
| 15 | Function board | Function board | 768131-001 | |
| 16 | Card reader board | Card reader board | 768133-001 | |
| 17 | USB/audio board | USB/audio board | 768132-001 | |
| 18 | Touchpad button board | Touchpad button board | 768140-001 | |
| 19 | Fan | Fan | 767433-001 | |
| 20 | Battery connector cable | Battery connector cable | 768127-001 | |
| 21 | System board | System board | 799562-xxx | |
| 22 | Heat sink assembly | Heat sink assembly with compound | 768048-001 | |
| 23 | Display assembly | Display panel, 39.6-cm (15.6-inch), | 782121-001 | |
| 24 | Power Adapter | Power Adapter | 683512-012 | |
| 25 | Power cord | 5 Amp for power adapter | | |
| 26 | Manpower | | | |