

HIGH COURT OF JUDICATURE AT PATNA

TENDER NOTICE NO.:-03/2021/Comp.Cell

DATED 18.09 /2021

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 reputed firms having back to back capability for providing the services of Annual Maintenance of HP Rack Server of the Hon'ble Patna High Court with technical manpower. The bids 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](http://patnahighcourt.gov.in)



18.09.2021

I/c 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 "Annual Maintenance Contract of HP Server of the Hon'ble Patna High Court with technical manpower and addressed to Registrar (IT)-cum-CPC, 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, Servers. The Tenderer shall clearly specify what items (Hardware) / Services, if any 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 one 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:-

- (i) The place of performance will be Patna High Court, Patna,
- (ii) It will be duty of the Contractor to have the credentials of the Service Engineers verified and certified.

- (iii) Any other work of similar nature assigned by the Patna High Court, Patna.
- (iv) Details of servers and ancillary items proposed to be covered under this annual rate contract is listed in Annexure "II".

4. **Duties and responsibilities:-**It shall be duty & responsibilities of the firms:-

- (i) To attend all the complaints, irrespective of their nature.
- (ii) To ensure protection of equipment & maintaining the machinery in perfect working condition.
- (iii) Repair to be carried out at the location of the equipment.
- (iv) Standby arrangement to be made in case the equipment is to be taken to workshop for repairs.
- (v) The Contractor shall depute one qualified engineer/Technician who can maintain the equipment listed in Annexure-II properly. The Engineer/Technician should be an Indian national only, having three year degree/diploma in Computer hardware and related field. The Engineer/Technician should have 3 years of experience and should be specialist in repairing and maintaining of Servers. The engineer/Technician shall be required to report on all working days, if and when required on Holiday, at 9:30 A.M. before I/c Computer Cell, Patna High Court, Patna. Engineer/technician will sign the attendance register kept in Computer Cell everyday with timing. The engineer/technician deployed by the contractor shall work in coordination with I/ c Computer Cell/I/c Programmer Cell, Patna High Court, Patna or any other person authorized by him.

Here it is made clear that the Engineer/technician deputed may not frequently be changed /assigned work at different project/ place by the service provider.

- (vi) To replace all such parts which are damaged and cannot be repaired, and to keep the Servers in good working condition.
- (vii) To use only genuine original spare parts, as per requirement, for maintenance of items listed in annexure-II.

(VIII) **The contractor would carry out preventive maintenance of each machine mentioned in Annexure II once in every month, in order to forestall any major failure of the same. Contractor should also ensure proper cleaning of servers & its peripherals on quarterly basis. Failure to do so shall attract penalty at the rate mentioned at penalty clause.**

5. Eligibility Criteria:-

- A. The Agency applying should possess Income Tax PAN No., Service Tax Account Number and GSTIN no. The Agency should have a minimum experience of 02 years in providing Annual Maintenance of servers in Central Government/ State Government Departments/ Semi Govt. organization including Public Sector Undertakings/ Autonomous Bodies. Possession of valid ISO Certificate in the same field may be an added advantage. OEM Authorization Certification in Maintenance of servers/MAF will be an added advantage.
- B. The Tenderer must have an average annual turnover of Rs. 5,00,000/- (Rupees Five Lakh) 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. 2018-19, 2019-20, and 2020-21.
 - b. Service Tax Certificate GSTIN NO.
 - c. Income Tax PAN.
 - d. Income Tax Return for the last three assessment years i.e. 2018-19, 2019-20 and 2020-21.
 - e. ISO Certification. (Optional)
 - f. Latest Service Tax Return.
 - g. Documents regarding Experience of 2 years in providing similar services in Central Government/State Government /Public Sector Undertakings/Autonomous Bodies(if available).

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 and II)

7. **Earnest Money Deposit:-**

The Quotations should be accompanied by Earnest Money Deposit (EMD) of Rs- 10,000/- (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 and EMD of successful bidder will not be returned till completion / execution of assigned work.

8. **Other terms and conditions:-**

- (i) The Registrar (IT)-cum-CPC, Patna High Court, Patna has the right of accepting or rejecting any or all tenders without specifying any reason(s) thereafter. The Registrar (IT) -cum-CPC is under no obligation to accept the lowest tender.
- (ii) There is no obligation on the part 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) The payment shall be made in two installments, on half-yearly basis. The payment of second half period will be made on successful completion of the Contract based on the performance.
- (iv) It shall be mandatory on the firm to conduct routine checks to maintain Servers in perfect working condition and to submit the routine check reports on quarterly basis to the Registrar (IT)-cum-CPC, Patna High Court, Patna.
- (v) A surprise check may be conducted by the Registrar (IT) -cum-CPC of the Patna High Court, Patna to ascertain the performance of the equipments.
- (vi) Rates offered in the tender will not be enhanced during the period of contract.
- (vii) 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.
- (viii) 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.
- (ix) The contract can be terminated by the 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 Patna High Court, Patna, will be final and binding on the contractor. The Patna High Court, Patna, reserves the right to accept or reject any bid in whole or in part without assigning any reasons thereafter.
- (x) The job carried out shall be to the satisfaction of the Patna High Court, Patna, after getting certification from the Court failing which deductions @ minimum 10% of the total bill shall be made. Depending upon the severity of negligence, the Patna High Court, Patna, reserves the right to blacklist the agency for a suitable period of time to prevent further participation in any of the jobs to be done for the Patna High Court, Patna. The decision of the court shall be final.

(XI).Premature withdrawal of the tender by the tenderer shall make him liable for forfeiture of the earnest money.

(XII).All the pages of the tender document should be serially numbered and duly stamped and signed by bidder.

(XIII)If the firm fails to carry out repairs within 24 hours, to the satisfaction of the user, a minimum penalty of Rs. 1000/- per day will be imposed for non-attendance of Service Engineers after the call is registered through I/ c Computer Cell/I/c Programmer Cell with the points person deployed in High Court. In this regard, the decision of the Registrar (IT)-cum-CPC shall be conclusive and binding on the service provider.

(XIV).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.

The Registrar (IT)-cum CPC, Patna High Court, Patna, reserves the right to review the performance whenever he so desires, and also to terminate the contract at any point of time during the tenure of the AMC in case the performance and the service rendered by the contract firm is found to be unsatisfactory.

(XV).The bidder shall submit an affidavit that the bidder's firm has not been black listed from Government of Bihar/Government of India. The bids of the black listed bidders shall be outrightly rejected.

(XVI).All disputes shall be subject to Patna Civil Court Jurisdiction.

(XVII).The Registrar (IT)-cum-CPC, 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.



18.09.2021

I/c Registrar IT-Cum-CPC

PATNA HIGH COURT, PATNA

Annexure-I
Techno-commercial Bid

TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF HP
SERVERS INSTALLED AT HON'BLE PATNA HIGH COURT, PATNA

Sl. No.	Descriptions	Page No.
01.	Name, address & telephone number of the agency/ firm	
02.	Name, designation, address, e-mail I D & 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. (Please attach)	
08.	Latest Service Tax/ GST Return (Please attach)	
09.	Annual Turnover during last 3 years: 2018-19..... 2019-20..... 2020-21..... (Please attach proof in the form of Profit & Loss Account)	
10.	Experience certificate of 2 Years in providing services in Central Govt./ State Govt./ Public Sector Undertakings/Autonomous Bodies.(if Available)	
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/Technician with Educational Qualifications and working experience who will deputed for this AMC.	
13.	OEM Authorization Certification in Maintinence of servers/MAF(If Available)	

ANNEXURE- II

Financial Bid

List of Items for Comprehensive Maintenance Agreement				
Sl.No	Items	Qty	AMC Charges per unit in Rs.	Total Amount in Rs.
1.	Rack Mount Server 2U	5		
2.	Racks for Server : 42 U Rack	1		
3.	USB KVM switch 8 port rack mountable (form factor: 1U)	1		
4.	7 feet cables & accessories to connect KVM Switch to Monitor, Keyboard & Mouse (per Set)	6		
5	Flat 17" TFT LCD Monitor Rack Mountable foldable (1 U Form Factor with Keyboard & Mouse to be connected to KVM Switch	1		
6.	Technical Manpower	1		