

**HIGH COURT OF JUDICATURE AT PATNA**  
**TENDER NOTICE NO.:- 6 /2022/Computer Cell**  
**DATED 14/09/2022**

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 Blade 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, i.e. upto 14/10/2022 (considering the upcoming holidays).

Details of notice along with bidding documents may be downloaded from the website of this court i.e. <https://patnahighcourt.gov.in/notices/tenders>

  
**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 Blade Server of the Hon'ble Patna High Court with technical manpower**" and addressed to **The 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 (by 1700 Hrs of the last date) will not be considered. For any query concerned may contact on 0612-7158722 (working days -1000 to 1700Hrs)

**2. Tender relates to 'Comprehensive' maintenance of 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.

### 3. Period of Contract:-

The contract will be initially for a period of one year which can be extended further for one year 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.

### 4. Scope of Work:-

1. The place of performance will be Patna High Court, Patna.
2. It will be duty of the Contractor to have the credentials of the Service Engineers verified and certified.
3. Any other work of similar nature assigned by the Patna High Court Patna.
4. Details of servers and ancillary items proposed to be covered under this annual rate contract is listed in **Annexure "II"**.

### 5. 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 Technician who can maintain the equipment listed in **Annexure-"II"** properly. The Technician should be an Indian national only, having three years degree/diploma in Computer Hardware and related field from a reputed organization .The Technician should have 3 years of experience and should be specialist in repairing and maintaining of Servers. The Technician shall be required to report on all working days, if and when required on Holiday, at 9:30A.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 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 technician deputed may not frequently be changed /assigned work at different project/ place by the service provider. Also, relevant papers regarding educational qualification and experience certificate of technician must be provided by bidders.
- 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 and such log will be maintained by the technician on behalf of the successful firm who will be awarded the work. Failure to do so shall attract penalty at the rate mentioned in penalty clause.

## 6. 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 Government 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 shall be required to be submitted along with the Bid:-

1. Audited Profit & Loss Account of last three years i.e. 2018-19, 2019-2020 and 2020-21.
2. Service Tax Certificate GSTIN NO.
3. Income Tax PAN.
4. Income Tax Return for the last three assessment years i.e. 2019-20, 2020-21 and 2021-22.
5. ISO Certification. (Optional)
6. Latest Service Tax Return.
7. Documents regarding Experience of 2 years in providing similar services in Central Government/State Government /Public Sector Undertakings/Autonomous Bodies(if available)

#### **7. 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).

#### **8. Earnest Money Deposit:-**

The Quotations should be accompanied by Earnest Money Deposit (EMD) of Rs- 10,000/- (Rupees Ten Thousand Only) 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.

## 9. 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 bidder. If any information by bidders is found to be wrong or amounts to misrepresentation, The Registrar (IT)-cum-CPC, Patna High Court, Patna reserves the right to take appropriate legal action.
- 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 both periods 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 and penalty clause will be imposed.
- 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 point person deployed in High Court same penalty will be imposed. 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/Any Government bodies/PSUs. The bids of the black listed bidders shall be out rightly 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.
- XVIII. The bidder shall ensure that all the particulars of Techno-Commercial bid must be duly filled and the annexure enclosed shall also be filled, failing which the tender submission shall be liable to rejection.

  
(11) Registrar IT-Cum-CPC

**Patna High Court**

**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.	Please Tick (v)
1.	Separate sealed envelope consisting of Techno commercial bid and Financial Bid	a. Techno commercial Bid	
		b. Financial Bid	
2.	Details of Agency/Firm	a. Name	
		b. Address	
		c. Telephone No.	
3.	Details of the authorized person assigned for this AMC project	a. Name	
		b. Designation	
		c. Address	
		d. e-Mail id	
		e. Mobile No	
4.	Status of Tenderer (Please specify)	a. Sole Proprietor	
		b. Partnership Firm	
		c. Private/Limited Company	
5.	Details of Directors	a. Name	
		b. Address	
		c. Telephone No.	
		d. Fax No.	
		e. e-mail id	
6.	Copy of PAN Card issued by Income Tax Department and Copy of Income Tax Return of previous 3 Financial Years.	a. PAN Card	
		b. Copy of IT return (2018-19)	
		c. Copy of IT return (2019-20)	
		d. Copy of IT return (2020-21)	
7.	Valid ISO Certificate in the field of Maintenance of servers, if any ( optional) , please attach copy		
8.	Service Tax registration number. (Please attach)		
9.	Latest Service Tax/ GST Return (Please attach)		

<b>10.</b>	Annual Turnover during last 3 years: (Please attach proof in the form of Profit & Loss Account)	a. For 2018-19		
		b. For 2019-20		
		c. For 2020-21		
<b>11.</b>	Experience Certificate of 2 Years in providing service in Central Govt. / State Govt. / Public Sector Undertakings/ Autonomous Bodies. (if Available i.e. optional)			
<b>12.</b>	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:		
<b>13.</b>	Furnish the list of Technician with their Educational and Experience documents who will be deputed for this AMC.	a. Educational Qualification Certificate		
		b. Experience Certificate		
<b>14.</b>	OEM Authorization Certification in Maintenance of servers/MAF for maintenance of Server.			

**Bidder's Signature**

**ANNEXURE- II**  
**Financial Bid**

<b>Sl. No.</b>	<b>Hardware Description</b>	<b>Model</b>	<b>Quantity</b>	<b>Rate (INR)</b>
1.	HP Blade Servers and One Chasis		6	
2.	Technical Manpower		1	