


HIGH COURT OF JUDICATURE AT PATNA
TENDER NOTICE NO.:- 03/2015/Computer Cell
DATED 10th July, 2015

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 capable for providing the services of annual maintenance contract of HP SERVERS, DESKTOP, NETWORKING EQUIPMENTS (LAN) AND Technical Manpower at different locations of the Hon'ble Patna High Court, Patna. 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.bih.nic.in>** or may be obtained from the office of Registrar (IT)-cum-CPC of the Court during office hours.


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 ANNUAL MAINTENANCE CONTRACT FOR REPAIRING OF COMPUTER SYSTEMS, SERVERS, PRINTERS, NETWORKING EQUIPMENTS (LAN) AND UNILINE UPS AT DIFFERENT LOCATIONS OF THE HON'BLE PATNA HIGH COURT, PATNA 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 Servers, networking equipments (LAN) and HP Slim Clint. 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:**

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

- (iii) It must be noted that number of Servers and networking equipments (LAN) may increase or decrease at the sole discretion of the Patna High Court, Patna. In that case, payment will increase/decrease proportionately.
- (iv) Any other work of similar nature assigned by the Patna High Court, Patna.
- (v) Nos. of Servers and networking equipments (LAN) proposed to be covered under this AMC 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 qualified engineer(s) who can maintain the equipment listed in Annexure- II properly. The Engineer(s) should be an Indian national only, having three year degree/diploma in Computer hardware and related field. Engineer(s) should have an 3 years of experience and should be specialist in repairing and maintaining of HP Make Computer Systems, HP Printers and LAN networking maintenance. The engineer(s) 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(s) will sign the attendance register kept in Computer Cell everyday with timing. All the engineer(s) deployed by the contractor shall work in coordination with I/c Computer Cell, Patna High Court, Patna or any other person authorized by him. Here it is made clear that the Engineer deputed may not frequently changed/ assigned work at different project/place by the service provider.


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- (vi) To regularly update the antivirus systems to avoid any loss of data.
- (vii) To replace all such parts which are damaged and cannot be repaired, and to keep the Computer Systems, Servers, Printers and networking equipments (LAN) in good working condition.
- (viii) To use only **genuine original spare parts of HP Company**, as per requirement, for maintenance of items listed in annexure-II.
- (ix) **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 which includes installing of updates of antivirus packages. Contractor should also ensure proper cleaning of computer & 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. and Service Tax Account Number. The Agency should have a minimum experience of 03 years in providing Annual Maintenance of Computer Systems, Servers, Printers and networking equipments (LAN) 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.
- 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. 2010-11, 2011-12 and 2012-13.
 - b. Service Tax Certificate.
 - c. Income Tax PAN.


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- d. Income Tax Return for the last three years i.e. 2010-11, 2011-12 and 2012-13.
- 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-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.


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

The successful tenderer will be required to furnish security deposit amounting to 5% of the contractual value 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. Performance Security will remain valid for a period of ninety (90) days beyond the date of completion of all contractual obligations of the contractor firm including warranty obligations. However the Security Deposit will be refundable thereafter 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 earnest money will be refunded to the successful bidder on receipt of performance security.}

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 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.

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- (iv) It shall be mandatory on the firm to conduct routine checks to maintain the Computer Systems, Servers, Printers and networking equipments (LAN) 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) AMC Service Provider, i.e. the contractor shall also attend to calls for any other Operating System and/or Application Software in the Computer Systems without any extra charge.
- (vi) 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.
- (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 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.
- (xi) The job carried out shall be to the satisfaction of the Patna High Court, Patna, after getting certification from the Court failing which deductions @ 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 or prevent from


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further participation in any of the jobs to be done for the Patna High Court, Patna. The decision of the Court shall be final and binding on the firm/agency.

- (xii) Premature withdrawal of the tender by the tenderer shall make him liable for forfeiture of the earnest money.
- (xiv) All the pages of the tender document should be serially numbered and duly stamped and signed by bidder.
- (xv) If the firm fails to carry out repairs within 24 hours, to the satisfaction of the user, a penalty of Rs. 200/- per day will be imposed for non-attendance of Service Engineers after the call is registered through I/c Computer 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.
- (xvi) 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.
- (xiii) 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.
- (xix) 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.

Claudia J. G.
18/7/15

**REGISTRAR (IT)-cum-CPC
PATNA HIGH COURT,
PATNA**

Annexure-I
Techno-commercial Bid

TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF COMPUTER SYSTEMS, SERVERS, PRINTERS AND NETWORKING EQUIPMENTS (LAN) AT DIFFERENT LOCATIONS OF THE HON'BLE PATNA HIGH COURT, PATNA

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. (Please attach)	
08.	Latest Service Tax Return (Please attach)	
09.	Annual Turnover during last 3 years: 2013-13..... 2013-14..... 2014-15..... (Please attach proof in the form of Profit & Loss Account)	
10.	Experience certificate of 3 Years in providing services in Central Government/ State Government/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.	

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[Signature]
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ANNEXURE- II

Financial Bid

List of items of Computer hardware and LAN for comprehensive maintenance agreement

Sl. No.	Items	Qty	AMC Charges per unit in Rs.	Total Amount in Rs.
1.	Rack Mount Server 2U	6		
2.	Racks for Server : 42 U Rack	1		
3.	USB KVM switch 8 port rack mountable (form factor: 1 U)	1		
4.	7 feet cables & accessories to connect KVM Switch to Monitor, KBD & 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.	LAN Switches (L2)	22		
7.	Technical Manpower	1		

HP make Slim-Client/Desktop and Printers be repaired on chargeable basis with same vendor under approved rate contract item-wise

1	HP make Slim-Client PC	400	Rate contract item-wise
2	Multifunction Device- (Printer, Scanner & Copier)	1	Rate contract item-wise
3	Mono Laser Printer	150	Rate contract item-wise

Ans
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