

High Court of Jharkhand:Ranchi

Tender No.: High Court/CPC/AMC-Laptop

Date: 17.05.2018

Sealed Quotations are invited for Comprehensive Annual Maintenance Contract of **410 nos. Of Dell Laptops** (DELL Latitude 3440, Intel Core i5-4th Generation, Dual Core 1.60GHz, 4 GB RAM, 500GB HDD; Four years warranty of the said laptops expired in April, 2018) provided to the Judicial Officers of the all District and Sub-divisional Courts of the State of Jharkhand from reputed firms who are in the field of maintenance of computers & laptops for at least last three years.

Sealed quotation may be submitted by the firms fulfilling the terms and conditions mentioned below in two separate covers super scribed "Technical Bid" & "Financial Bid" and both the sealed covers should be placed in the main sealed envelope super scribed "Quotation for Comprehensive AMC of Laptops" **on or before 11.06.2018**. No quotations will be entertained after the due date. The sealed quotations addressed to Central Project Coordinator I/C, High Court of Jharkhand, Ranchi-834033 can be submitted by Registered Post/ By hand/Speed Post but quotations received through Fax/e-mail will not be accepted. The bid has to be accompanied by an EMD of Rs.40,000/- (Rupees Forty thousand only) in the form of a Demand Draft/Bank Guarantee in favour of Registrar General, High Court of Jharkhand, Ranchi.

The technical and financial terms and other terms & conditions of AMC shall be as follows:

TECHNICAL TERMS AND CONDITIONS

1. The technical proposal should include brief profile of the company/firm, year of establishment, organizational structure, description of methodology and work plan for performing the AMC/CMC work.

2. The firm must be a registered firm. The firm should produce the self attested photocopies of documents related to allocation of Registration Number, PAN Number, Service Tax number etc.
3. The firm should have experience in AMC of not less than 100 computers/Laptops in each year during the last three preceding years.
4. The firm must have at least 3 years experience of successful completion of AMC of computers/laptops of at least one Government Department/PSUs/Autonomous body, in each year during the last three years.
5. The firm must be having annual turnover of minimum Rs. ten lakhs or more in Maintenance Service only, during each of the year 2015-16, 2016-17 and 2017-18. Copy of the balance sheet duly certified by CA to be enclosed.
6. The firm must have Service Centre/Workshop or Office/Branch in Jharkhand.
7. The technical bid has to be accompanied by an EMD of Rs. 40,000/- (Rupees Forty thousand only) in the form of a Demand Draft/ bank guarantee valid for (03) months of any commercial bank in favour of Registrar General, High Court of Jharkhand, Ranchi. The quotations received without earnest money shall be summarily rejected without assigning any reason thereof and no tenderer shall have any right to represent against it. The earnest money shall be forfeited, if the contractor fails to abide by the rules. The earnest money shall be returned to the successful and unsuccessful bidder after the finalisation of the contract.

Note:- It is mandatory for the bidders that they shall submit the documentary proof against each of the above requirements of Technical terms and conditions chronologically in the technical bid.

The firms meeting the above technical terms and conditions only should apply. Financial bids of a firm who fails to fulfil the above conditions will not be considered.

FINANCIAL TERMS AND CONDITIONS:-

1. The Financial Bid should contain the rate quoted on comprehensive basis inclusive of repairs and replacement of spare parts including battery, keyboard, charger, adaptor etc. on site without extra payment.
2. The rates quoted should also cover the maintenance of operating system, software installation, installation of patches, pre-emptive actions against virus spread, detection/removal of virus.
3. The rates should be inclusive of all types of taxes, duties, levies like Service tax etc.
4. The Firm whose quotation is finally accepted shall deposit an amount equivalent to 5% of the total awarded contract value in the form of Bank Guarantee valid for 60 days beyond the end of CAMC period in favour of Registrar General, High Court of Jharkhand, Ranchi, as performance security. The security deposit will be released after satisfactory completion of the contract.

The financial bid should contain the all inclusive rate for the Comprehensive AMC of the 410 nos. of laptops for one year.

The other terms and conditions are mentioned below:

1. The contract will be on comprehensive basis inclusive of repairs and replacement of spare parts including battery, keyboard, charger, adaptor etc. on site without extra payment. The firm shall use only genuine/original components for replacement wherever needed.
2. The contract will be effective for a period of one year from the date of issue of letter awarding contract. No demand for revision of rates on any account shall be entertained during the contract period. The AMC is awarded initially for a period of one year and may be further extended up to three years, renewed on year to year basis, in accordance with the requirement of the High Court, provided High Court is satisfied with the services.

3. The contractor shall be responsible for any loss or damage caused to any of the machines owing to negligence on their part. The laptop being taken to the workshop for repair would be at company's own risk and expenses.
4. It shall be the responsibility of the firm to make all the laptops work satisfactorily throughout the contract period.
5. In case the contracting firm is not able to accept the contract after it is awarded, their earnest money would be forfeited. The aforesaid act of backing out may also debar the contractor from any further dealing with this High Court.
6. The payments will be made half yearly. The firm shall submit post half yearly bill along with the satisfactory performance report of laptops duly signed by the user, two weeks before the completion of six months.
7. Technical and Financial bid would be in clear words, categorically mentioning each and every terms, rates etc. Any kind of ambiguous/ obscure/ unclear terms would lead the firm's bid dismissal.
8. If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive.
9. In case the firm fails to render satisfactory services, the contract awarded to them shall be cancelled forthwith and the security deposit and the payments due to them shall be forfeited. In this connection the decision of the High Court shall be final and binding on the firm.
10. The firm should correct minor faults within 12 hours and any major fault within 02 days including replacement of spare parts.
11. The Bidder should provide a Toll Free number or other no. or website for registration of complaints.
12. The High Court reserves the right to reject any or all the tenders without assigning any reasons.

Arbitration: In case of any dispute arising between the parties (High Court, Service provider or any constituent being party to the contract directly or indirectly), the sole authority for such disputes will rest with the arbitrator appointed by the High Court.

Jurisdiction: Failing arbitration in solving the dispute, the courts at Ranchi alone shall have the jurisdiction for resolving the dispute between the aggrieved parties (High Court, Service provider or any constituent being party to the contract directly or indirectly).

Penalty:-

Penalty shall be levied @ 2% of the annual AMC charges of that equipment per day, if the equipment is not set right within time frame mentioned above from the time of complaint reported/registered. If the firm/company fails to repair/ replace the system for one week, the system may be got repaired from other company/ firm and made functional and the expenditure incurred thereon shall be recovered from the company, apart from the penalty levied as stated above. This may even entail termination of the contract and forfeiture of security deposit.

The bidders are requested to read carefully and understand the terms and conditions of maintenance contract in the foregoing paragraphs before sending their quotations. No violation of the aforesaid terms and conditions shall be permitted once High Court accepts your quotations. The **technical bid will be opened on 12.06.2018 at 11:00 A.M.** in the presence of authorized representative of the bidders who choose to remain present in Office of CPC, High Court of Jharkhand, Ranchi. In case of any doubt, Office of CPC, High Court of Jharkhand (Telephone No. 0651-2482788) may be consulted.

S/d
(Central Project Coordinator, I/C)
High Court of Jharkhand, Ranchi