

HIGH COURT OF UTTARAKHAND AT NAINITAL
E-TENDER NOTICE FOR ONSITE COMPREHENSIVE MAINTENANCE CONTRACT

E-tenders are invited for the "On Site Comprehensive Maintenance Contract" for three years with five onsite resident engineers of Servers, Desktop/Laptop Computers, Printers, U.P.S.'s & Network components and other IT Peripherals installed in the High Court of Uttarakhand and residences of Hon'ble Judges & Officers of this Court in two-cover system.

The last date of submission of eBids shall be 11/11/2022 at 03:00 PM. The detail of tender document along with terms and conditions of e-tender can be downloaded from "<http://uktenders.gov.in>" and on the official website of High Court of Uttarakhand, Nainital i.e. "<http://www.highcourtofuttarakhand.gov.in>".

Registrar General
High Court of Uttarakhand, Nainital

IMPORTANT

Bidders kindly notice that the documents/certificates/declarations & lists etc. related to the tender should be clear and legible. All the relevant documents must be submitted in the following order as shown in the check list below and should be properly marked with responding page numbers thereof. Non-compliance of the same will lead to disqualification and participation will be rejected out rightly and no correspondence will be entertained in this regard.

SN	PARTICULARS	PAGE NUMBER (FROM...To....)
1.	Tender Fee in form of Demand Draft (DD) of Rs.4,720.00 (Non-refundable) payable in the name of "Registrar General, High Court of Uttarakhand, Nainital" payable at Nainital. The DD in original should be submitted in separate envelope before last date/time of submission of tender.	
2.	EMD of Rs.1,00,000.00 in the form of DD/Bank Guarantee(BG)/FDR pledged in favour of Registrar General, High Court of Uttarakhand, Nainital. The EMD in original should be submitted in separate envelope before last date/time of submission of tender.	
3.	Document of proof of Date of Establishment of firm	
4.	Documents showing office address with phone numbers, email, fax numbers mobile number and name of the contact person.	
5.	Certificate of turn over to the tune of at least One Crore in each of last 3 consecutive years, duly certified by Registered C.A. (No Balance Sheet is to be attached)	2019-20 - 2020-21 - 2021-22 -
6.	PAN of the firm (Enclose Copy)	
7.	Registration with concerned Government Authorities (Incorporation of Company) (copy to be enclosed).	
8.	TAX Registration Number (Enclose Copy), i.e. GSTIN etc.	
9.	Documents relating to 5 years' Experience as OEM/Company/Distributor. (Enclose Copy)	
10.	Documents related to Certification from an accredited and internationally reputed firms for ISO 9001:2008 (Higher or Equivalent). (Copy to be enclosed)	
11.	Documents related to the support/logistics for entire state of Uttarakhand (Copy to be enclosed)	
12.	Document for being Non-Black listed in the past by any of the State Governments across the country or Government of India or High Courts or Hon'ble the Supreme Court of India. (Copy to be enclosed)	
13.	Document showing the details of authorized person to sign and participate in the tender (Copy to be enclosed)	
14.	Tender Document Duly Signed & Stamped.	

1. Time schedule of tender

SN	DETAILS	DATE/ TIME
1.	Date of release of tender	20/10/2022; 01:00 PM
2.	Document download start date	20/10/2022; 01:30 PM
3.	Bid submission start date	20/10/2022; 01:30 PM
4.	Bid submission end date	11/11/2022; 03:00 PM
5.	Date of Technical Bid opening	14/11/2022; 12:30 PM
6.	Date of Financial Bid opening	Will be specified later
7.	Venue of Opening of Bids	High Court of Uttarakhand, Nainital

2. Instructions to the tenderers /Submission of Bid:

- A. The complete bid document can be downloaded from e-procurement portal <http://uktenders.gov.in> and from the website <http://www.highcourtofuttarakhand.gov.in>.
- B. The bid documents shall be available online on <http://uktenders.gov.in> w.e.f. 20/10/2022, and the bids have to be submitted online on "<http://uktenders.gov.in>".
- C. The Annexure-I (Technical) and The Annexure-II (Financial/ in BOQ excel sheet) shall be submitted online before or on 11/11/2022, 03:00 PM.
- D. EMD/Bid security of Rs.100000.00 in the form of Account payee D.D./FDR/Unconditional BG of any nationalized/scheduled bank duly pledged in the favour of Registrar General, High Court of Uttarakhand, Nainital having validity of not less than three months, shall be submitted on or before 11/11/2022 by 3.00 PM in the office of Registrar General of the High Court in a separate envelope.
- E. The cost of bid document (Tender fee) is Rs. 4,720.00 which is non-refundable. The payment against the cost of bid document will be done in form of demand draft issued by any nationalized/scheduled bank duly pledged in the favour of Registrar General, High Court of Uttarakhand, Nainital having validity of not less than three months. The same should be submitted in original in a separate envelope in the office of the Registrar General, High Court of Uttarakhand, Nainital on or before 11/11/2022, 3.00 PM.
- F. The tenders received without requisite earnest money and tender fee will be rejected out- rightly. Both should be submitted in separate envelopes on or before bid submission end date.
- G. Any amendment in the bidding document, at any time prior to the deadline for e-submission of bids, will be uploaded as corrigendum on <http://uktenders.gov.in>, such amendments modification shall be binding on all the prospective bidders.
- H. The tender received beyond the scheduled date & time shall be summarily rejected.
- I. The firm should not be black listed or terminated in past & the bidders shall have to furnish declaration for the same.
- J. If any of the technical details submitted by the bidder is found false, then the firm will be blacklisted by the department.

3. Opening of Bid

- A. Only online submission of bid is permitted, therefore; bids must be submitted online on website: "<http://uktenders.gov.in>". The bids (Annexure-I/Technical) will

be opened online at 12.30 PM on 14/11/2022 by the authorized officers and in the presence of authorized representative(s) of the Bidders, who choose to remain present, in the office of Registrar General, High Court of Uttarakhand, Nainital.

- B. After opening of the Tender Bid Annexure-1/technical, evaluation shall be done and the bidder shall be evaluated for qualification. The list of the technically qualified bidders shall be displayed on the portal "<http://uktenders.gov.in>".
- C. The bids (Annexure-II/Financial) of technically qualified bidders will be opened online by the authorized officers and in the presence of authorized representative(s) of the Bidders, who choose to remain present, in the office of Registrar General, High Court of Uttarakhand, Nainital. The time will be specified later.
- D. The bid shall be valid for a period of 180 days from the date of opening of Techno-Commercial bid.
- E. Correction of errors – As financial bid shall be submitted online, so no correction shall be allowed after opening of online financial bid.
- F. Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Purchaser's processing of bids or award decisions may result in the rejection of his Bid.
- G. Conditional/unsolicited tenders shall not be considered.
- H. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

4. Eligibility Criteria/Submission of documents:-

- A. The Tenderer/bidder should have a minimum experience of 05 years in providing similar services 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/bidder must have an annual turnover of at least Rs. One Crore in each of last three financial years. Certificate of the Registered Chartered Account would be required as proof for last three years' turnover.
- C. The bidders are required to submit following documents through the e-Bid mode:-
 - i. Signed copy of tender document.
 - ii. Annexure-I (filled)
 - iii. Certificate of registered C.A. for proof of last three years' turnover.
 - iv. Affidavit stating that they have not been blacklisted by any government agency/PSU in india.
 - v. Copy of PAN
 - vi. Copy of GST Registration
 - vii. Copy of Income Tax Return for the last three financial years.
 - viii. Copy of ISO Certification. (Optional)
 - ix. Documents regarding Experience of 05 years in providing similar services in Central Government/State Government/Public Sector Undertakings/ Autonomous Bodies.

- x. EMD/Bid security of Rs. 1,00,000.00 (refundable) in the form of Account payee DD/FDR/Unconditional BG of any nationalized/scheduled bank duly pledged in the favour of Registrar General, High Court of Uttarakhand, Nainital having validity of not less than three months. The EMD in original hard copy should be submitted in the office of the Registrar General of the High Court in a separate envelope on or before bid submission end date and time.
- xi. The cost of bid document (Tender fee) is Rs. 4,720.00 which is non-refundable. The payment against the cost of bid document in form of account payee demand draft issued by any nationalized/scheduled bank in the favour of **Registrar General, High Court of Uttarakhand, Nainital** having validity of not less than three months. The tender fee in the form of DD should be submitted in the office of the Registrar General of the High Court in a separate envelope on or before bid submission end date/time.
- xii. Certificate of authorization as authorized Service Provider from Original Equipment Manufacturer (OEM). (Optional)
- xiii. An undertaking (Self-certificate) that the bidder has not been blacklisted by a Central/State Government institution and there has been no litigation with any government department on account of any issues/services. (To be uploaded in the company's letter head with seal and signature).

5. Scope of Work:-

- A.** The place of performance will be High Court of Uttarakhand at Nainital.
- B.** It will be duty of the Contractor to have the credentials of the Service Engineers verified and certified.
- C.** It must be noted that number of Desktops/Laptop Computers, Printers, U.P.S.'s, Networking Components and other IT peripherals may increased or decreased at the sole discretion of the High Court of Uttarakhand, Nainital. In that case, payments will increase/decrease proportionately.
- D.** New equipment purchased will be included in AMC as soon as warranty expires or after the expiry of the common date of warranty at the same rate of similar category or nearest category product.
- E.** The tenderer must attend the complaints raised by various sections/individuals of the High Court of Uttarakhand, Nainital/residence of Hon'ble Judges/Officers on daily basis (real time) irrespective of holidays/night.
- F.** Onsite preventive and corrective maintenance of computers, printers connected in LAN and peripherals at the High Court of Uttarakhand, Nainital, where the above equipments are installed as indicated from time to time.
- G.** The maintenance contract will include necessary repairs to the installed systems and replacement of defective/damaged parts, components and other accessories free of cost.
- H.** The maintenance contract also includes removal of virus (if required), software patch updation, HDD crash recovery, software support/troubleshooting to keep the system fully operational. The agency will be responsible for providing virus free computing environment at the High Court of Uttarakhand, Nainital.
- I.** The maintenance services will be provided 24x7. Provision of availability of service engineers on Sundays or other holidays and at late night should be made accordingly by the contractor.

- J.** Maintaining daily log file of the complaints and its solution & put it before in-charge computer on daily basis.
- K.** The engineers should be equipped with mobile phones to ensure their availability. Amount will be deducted if any Service Engineer remains absent/on leave without providing a substitute.
- L.** The engineer should well equipped with sufficient tools including handheld vacuum cleaner and blower.
- M.** The faulty power adopter, power cable, USB cable, Data cable etc. will be repaired/replaced by the firm.
- N.** The contract is comprehensive inclusive of OS support on all the systems covered under this contract. Any problem related with OS maintenance, reloading of OS with all devices, OS upgrade, device drivers, system configuration and network configuration will be attended & rectified by the firm.
- O.** The bidder must keep sufficient standby backup of all ICT equipments. Initially the bidder must provide 10 desktop, 10 printers, 25 keyboards, 15 mouse, 50 patch cords (20 nos -3 mtr, 20 nos -5 mtr and 10 nos- 10 mtr) etc.
- P.** Unintentional physical damage/accidental burnt items will be also covered under this maintenance contract.
- Q.** The Vendor to look after all types of technical problems, which are faced by the end-users.
- R.** The Vendor shall provide maintenance services through five onsite resident qualified experienced and competent engineers. Out of five at least one engineer must be having good knowledge of Networking and he/she must possess additional qualification related with networking e.g. CCNA. The role of these engineers shall be as follows:-
 - i.** The onsite engineer responsible for hardware maintenance should have expertise to cover all items of Server, Desktop/Laptop Computers, Printers, U.P.S.'s, Networking Components and other IT peripherals.
 - ii.** Provide user software support services including virus cleaning/patch installation, software installation, required support and assistance for android and IOS devices of Hon'ble Judges etc. He should be well conversant with the latest trends in trouble shooting of computing equipments and networking monitoring tools.
 - iii.** To carry out preventive of Desktop/Laptop Computers, Laser Printers, U.P.S.'s, network components and peripherals covered under this AMC.
 - iv.** To carry out any other related work assigned by competent authority.
- S.** The parts/components/sub-assemblies used for repair/replacement by the contractor will be of the same/equivalent or higher make and functional capability as originally available in the systems. Except consumables like: laser printer toner, CDs. The contractor will arrange all other parts/components/subassemblies including fuser assembly of laser printer, battery of U.P.S., charger, adaptors & battery of laptop free of cost.
- T.** The systems that are not serviceable by the agency due to obsolescence of technology or non-availability of parts/components/assemblies will be withdrawn from the maintenance contract. The report of non-availability of parts by the vendor should accompany a report of similar said nature from the manufacturing company of the system or part. The decision of the Registrar General, High Court of Uttarakhand, Nainital regarding non-availability and obsolescence of technology will be final.

Withdrawal of such systems shall be communicated to the agency and equivalent maintenance charges shall be deducted from the amount due to the agency.

- U.** The list of Servers, Desktop/Laptop Computers, Printers, U.P.S.'s, network components and other Peripherals proposed to be covered under this maintenance contract are as under:

Computer Peripheral Details

(A-1) Server/Desktop/Laptop Computers

S. N.	Configuration	Number of Desktop with Monitor/ Laptop Computer
1.	HP Server- ML 150 Xeon 3.2 GHz HDD 72 GB 10K RAM 512 MB (without Monitor)	01
2.	Dell Server Power Edge T110 II Intel Xeon CPU E3-1220 V2@3.10 GHz, 8 GB RAM, 1TB SCSI HDD, 19" TFT Color Monitor, Key Board & Mouse	01
3.	Kiosk (information kiosk key touch screen computer) Intel(R) Core™ i3 – 3210 <u>cpu@3.20</u> GHz, @GB RAM, 320 GB HDD with Microtek UPS	02
4.	HCL Laptop- Model 9100PL (Core 2 Duo/T8300/2.4 Ghz/3MB L2 Cache/1*2 GB RAM/160 HDD/14.1" TFT, Keyboard, Mouse)	07
5.	Laptop- HCL ME 39 (Intel Core 2 Duo T8300/2.4 GHz, 3 MB L2 Cache, 2 GB DDR-II, 250 GB HDD, 14.1" TFT screen, Keyboard, Mouse)	01
6.	Laptop (HCL ME-Series/M 74)	01
7.	Desktop- vPro technology/Intel Quad Core Q9550/2.83 GHz Speed/12MB-L2 Cache/1333 MHz FSB processor/2GB DDR-II 800 MHz memory/250GB SATA-II HDD, 17" TFT Colour Monitor/DVD Writer/Gigabit Ethernet Port & 4xUSB, Keyboard& Optical Mouse/Preloaded Windows Vista Business Edt.	29
8.	Desktop- Intel Core 2 Quad Q9550 (2.83 GHz speed, 1333 MHz FSB & 12 Mb L2Cache), Gigabit Ethernet Controller, 2*2 GB DDR2 800 MHz, 250 GB SATA, OEMKeyboard & optical scroll Mouse with mouse pad, Dual Layer DVD Writer, 19" TFT	11
9.	Desktop- Intel Core 2 Quad Q9550 (2.83 GHz speed, 1333 MHz FSB & 12 Mb L2Cache), Gigabit Ethernet Controller, 2*2 GB DDR2 800 MHz, 250 GB SATA, OEMKeyboard & optical scroll Mouse with mouse pad, Dual Layer DVD Writer, 19" TFT	49
10.	Desktop core i5-2300(2.8 GhzQuad Core. 6MB Cache) Intel H61 chipset, 4 GB DDR-III 1333 MHz, 500 GB SATA-II HDD 7200rpm, integrated dual layer DVD Writer, 104 keys OEM Keyboard with OEM optical scroll mouse with mouse pad, 17" TFT LCD Monitor	15
11.	Desktop Veritron AMD A10-7800 Radeon R7 12 Compute Cores 4c+8g 3.50 GHZ, 4GB RAM, WINDOWS 10 PRO, HDD-1TB, DVD RW, 21.5" LCD MONITOR	25
12.	Desktop Dell Optiplex 3060 SFF INTEL CORE I5-8500, CHIPSET H370, 8GB RAM, 1TB HDD,DVD RW,21.5" LED	30

(A-2) Printers/Scanner/Projector

S. N.	Company Name/Model	Number of Printer
1.	Printer SAMSUNG-scx-4828fn	01
2.	Printer (HP Office Jet J4580) (All-in-one)	03
3.	Printer- HP OfficeJet J4580/All-in-one	02
4.	Printer- HP Laser 1020 Plus	09
5.	Printer- HP Photosmart B210	01
6.	HP OfficeJet 8600 Plus e-AiO Printer (All-in-One)	01
7.	HP LaserJet Pro P1606DN Printer	15
8.	HP LaserJet Pro 400 Color M451DN Color Printer	02
9.	Samsung ML-2161 Series	15
10.	HP SJ 8270 Scanner	03
11.	Brother HL-L2360DN	65
12.	HP LaserJet 1020 PLUS	52
13.	Canon LBP 2900 B	25
14.	Samsung 55' LED TV	1
15.	BROTHER DCP T300 INK TANK PRINTER Color	02
16.	EPSON L380 Color Ink tank Printer	01
17.	HP 1020 PLUS	01
18.	EPSON (EB924) Projector with accessories (UK-SLSA)	01
19.	EPSON M15140 Eco Tank (Multifunction Device – Printer, Scanner & Copier)	03

(A-3) Networking Components & Other IT Peripherals

S. N.	Company Name/Model	Number of Equipments
1.	INTRASYS Switches	04
2.	DAX Switches	06
3.	D-LINK Switches	02
4.	HCL Switches	02
5.	OPTICAL/OFC Module	12
6.	I/O Ports	227
7.	HP A-MSR30-20 Multi-Service ROUTER	01
8.	Numeric 600 VA UPS With Battery	6

E-COURTS

(B-1) Server/ Desktop Computers

S. N.	Company Name/Model	Number of items
1.	Wipro Rack Mount Server - Intel Xeon CPU E5410@2.33GHz, 8 GB RAM, 160 + 160 GB SCSI HDD (Without Monitor)	02
2.	Wipro DESKTOP- Intel Pentium Dual Core CPU E2220 @ 2.40 GHz, 2.00 GB RAM, 250 GB HDD	45

(B-2) Printers/Scanner/Projector

S. N.	Company Name/Model	Number of Items
1.	Samsung SCX 4824FN (Multifunction Device – Printer, Scanner & Copier)	01
2.	Avision AV610C2 Scanner	04
3.	Hitachi Portable Projector	01

(B-3) U.P.S.

S. N.	Company Name/Model	Number of UPS
1.	Numeric 5 KVA Online UPS With Batteries	01
2.	Uniline 2 KVA Online UPS With Batteries	01
3.	Uniline 500VA Line Interactive UPS With Battery	30

(B-4) Networking Components & Other IT Peripherals

S.N.	Company Name/Model	Number of Equipments
1.	8 Port KVM Switch Rack Mountable	01
2.	17" TFT LCD Monitor, Rack Mountable, foldable with Integrated Keyboard, Mouse and Drawer	01
3.	Cisco 24 Port 10/100Mbps Switch	11
4.	9U Rack	02
5.	12U Rack	01
6.	24U Rack	01
7.	42U Rack	01
8.	24 Port Patch Panel with Wire Manager	05
9.	I/O Port	66
10.	3 Feet Patch Chords	66
11.	7 Feet Patch Chords	66
12.	7 Ft Cable and Accessories to connect KVM Switch	04
13.	UTP CAT 6 Cable LAN	3355Mtr.

VIDEO CONFERENCING EQUIPMENT

(C-1) Camera

S.N.	Company Name/Model	Number of Items
1.	Logitech Webcam C925e	25
2.	HP Webcam W300	3

(C-2) Speaker

S.N.	Company Name/Model	Number of Items
1.	I Ball Décor 9 Speaker	25
2.	Logitech Z120 Speaker 2W	3

(C-3) UPS

S.N.	Company Name/Model	Number of Items
1.	Numeric 600 VA UPS With Battery	3

Note:

1. Items may be added/removed anytime during the entire AMC period.
2. The Number of Desktop/Laptop Computers, Printers, U.P.S.'s, Networking Components and other IT peripherals can be increased or decreased for annual maintenance contract. The amount shall be paid in the same proportion for annual maintenance.

6. Period of Contract:-

The contract will be initially for a period of three year, which could be extended further on mutual agreement subject to satisfactory performance of the contractor and will also depend upon the price trend for the services/products in the market on the date of extension.

7. Duties and responsibilities: -

- A. The vendor should attend to all the complaints, irrespective of its nature.
- B. Protection of equipments & maintaining the systems in perfect working condition.
- C. To attend the complaints without fail within the shortest possible time and to solve the complaints immediately, in no case shall exceed 02 hours down time.
- D. To regularly update the Antivirus systems to avoid any loss of data (if required).
- E. To replace all such parts which are damaged and which cannot be repaired to keep the Desktop/Laptop Computers, Printers, U.P.S.'s, Networking Components and other IT peripherals in good working condition.
- F. To use only genuine original spare parts of reputed firms/manufacturing company in the Desktop/Laptop Computers, Printers, U.P.S.'s, Networking Components and other IT peripherals.
- G. To maintain highest order of integrity, moral and social responsibility and decorum of the Courts and preserve confidentiality of the central data of the Court.
- H. Maintenance of Internet connectivity in the High Court and at the residence of Hon'ble Judges and Officers of this Court.
- I. Recovery and transfer of the data of users.
- J. Maintenance & service of all hardware, software, peripherals at various locations at the High Court of Uttarakhand premises and residences of Hon'ble Judges.
- K. Maintenance & service of UPS including replacement of batteries of branded make, wherever required.
- L. Maintenance & repair of all printers including replacement of Teflon, USB Cable, power adapters, Logic Card, etc and all other consumable items except toner cartridge.
- M. Maintenance & service of system software and other software packages/material and customization of system as and when required.
- N. Integration of the complete system and testing of the complete system as and when required.
- O. Maintenance of LAN cables network connectivity in the existing setup at High Court including the replacement of faulty network cables, I/O Box, removable Jacks (RJ-45) as and when required. The bidder should be fully responsible for functioning Internet/Intranet connectivity for all users.
- P. Installation of Antivirus in all desktop/laptop of users and further updation (as and when required) and Antivirus license will be provided by this High Court.

- Q. To support users to resolve the problems related with hardware/software, office tools like word processor, power point presentation, video chatting tools and printing of documents/images etc.
- R. The engineers are also liable to work on all holiday and Saturday/Sunday (if services are required) and no additional amount will be paid.
- S. Bidder should mention in clear terms that the amount quoted inclusive of Taxes, if it's not mentioned, it should be treated as inclusive.
- T. TDS, GST and any other Govt. levies applicable on bill as per Govt. of India/Uttarakhand Government instructions issued time to time shall be deducted.
- U. The contract can be cancelled at any stage, if the performance is not found satisfactory without assigning any reason.
- V. The rates should be quoted as per the Performa. Incomplete tender will be rejected, outrightly.
- W. Each paper of tender document & Annexure must be signed and stamped.
- X. In case two similar rates are received, Hon'ble High Court will make the decision for awarding the work on the basis of recommendation of the Purchase Committee.
- Y. No revision of prices shall be entertained after bids have been opened.
- Z. The Bidder shall provide mandatorily an e-mail account in the Tender Application Form (Annexure-I) apart from the telephone numbers of their service agency for lodging of complaints. All complaints shall be attended by the Bidder immediately within given time frame of lodging (email or telephone), failing which penalty as prescribed in para 10-AA, shall be imposed on the Contractor and the decision of the Registrar General, Hon'ble High Court of Uttarakhand shall be final and binding.

8. Evaluation of Bids:-

- A. The Technical Bid will be evaluated as a package simultaneously. It must satisfy all the terms and conditions mentioned in this document and must be accompanied by all the requisite documents.
- B. Filling up of all the columns in Technical Bid and Price Bid is compulsory.

9. Performance Guarantee (Security Deposit):-

The successful Bidder shall give performance security in the form of Fixed Deposit Receipt or unconditional Bank Guarantee from a Nationalized Bank amounting to 5% of the total contractual value in favour of the Registrar General, High Court of Uttarakhand, Nainital. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor firm. The Security Deposit will be refunded only after the expiry of the contract. 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, and/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 High Court of Uttarakhand that the contractor firm may invite upon themselves due to any of the reasons specified above.

10. Other terms and conditions:-

- A. The signed e-tender document shall be deemed as agreement between High Court and successful bidder.

- B. The successful contractor shall, during the validity of the contract, engage/depute five dedicated Service Engineers at High Court of Uttarakhand, Nainital.
- C. The Registrar General, High Court of Uttarakhand, Nainital 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.
- D. There is no obligation on the part of the Registrar General, High Court of Uttarakhand, Nainital to inform the unsuccessful Tenderer of the outcome of the Tender process and reasons for rejection of tender.
- E. **Payment of contractual value, in appropriate proportion, shall be released every quarter (03 months) based on the performance and services of the firm.**
- F. It shall be mandatory on firm to conduct routine checks to maintain the Desktop/ Laptop Computers, Printers, U.P.S.'s, network components and IT other Peripherals in perfect working condition and to submit the routine check reports on quarterly basis to the Registrar General, High Court of Uttarakhand, Nainital.
- G. The Contractor will ensure that only qualified experienced manpower possessing education qualification of diploma in I.T./C.S. from Govt. polytechnic/BE/B.Tech (Computer Science)/MCA/AMIE/Diploma in Computer/BCA/I.T.I. (CS) or equivalent having minimum one year experience in related field are deputed as on site resident Engineers for performance of maintenance contract.
- H. In case there is any change in Engineer, the details with educational qualification will be informed to the Registrar General, High Court of Uttarakhand, Nainital in advance.
- I. The minimum wages which will be paid to onsite resident engineers shall be in accordance with rates as defined by U.P.N.L. (Uttarakhand) for high skilled category of manpower.
- J. In case of pecuniary loss suffered by any of the users/beneficiaries of the High Court of Uttarakhand, Nainital attributed to the Contractor, the Registrar General, High Court of Uttarakhand will have the right to forfeit the Security Deposit and in case the Security Deposit falls short to match the pecuniary loss being insufficient, such balance will be recovered from the payments due to the Contractor.
- K. A surprise check shall be conducted by the Registrar/In-charge Computer High Court of Uttarakhand to ascertain the performance of the equipments.
- L. Rates offered in the Tender will not be enhanced during the period of contract.
- M. The rates finally approved/accepted by the High Court of Uttarakhand, Nainital shall be valid for the whole of the contract tenure and no upward revision will be allowed under any circumstances whatsoever.

- N. Under no circumstances, shall the successful firm appoint any sub-contractor 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 that has approved the award of the contract.
- O. AMC and payment will be in accordance with Uttarakhand Procurement Rules 2017 (as amended time to time) or decisions of Hon'ble Court.
- P. The TDS & GST will be deducted as per provisions of the Income Tax Act.
- Q. The High Court administration will not be responsible for any loss or damage to service provider's material equipments etc.
- R. Contractor will make his own arrangements to meet such eventualities as per existing Government rules/regulations.
- S. The successful Tenderer will be required to furnish security deposit amounting to 5% of the contractual value within 15 days from the date of acceptance of tender and issue of letter of acceptance/Intent. The security deposit shall be in the form of FDR through any nationalized bank in favour of the Registrar General, High Court of Uttarakhand, Nainital or unconditional Bank Guarantee of any Nationalized Bank of equal amount. The security deposit money/unconditional Bank Guarantee will be refundable only after a period of sixty days beyond the date of completion of all contractual obligations of the contractor firm. The security deposit will be forfeited if during the period of contract vendor services are found to be unsatisfactory in any respect.
- T. The Registrar General High Court of Uttarakhand, Nainital can terminate the contract at any time without assigning any reason. In this respect, the decision of the Registrar General, High Court of Uttarakhand, Nainital will be final and binding on the contractor. The Registrar General, High Court of Uttarakhand reserves the right to accept or reject any bid in whole or in part without assigning any reasons thereof.
- U. The bills in triplicate for the maintenance services prepared on the basis of rates will have to be submitted in favour of the Registrar General, High Court of Uttarakhand, Nainital for effecting payment. No advance payment shall be made for the services.
- V. The job carried out shall be to the satisfaction of the Registrar General, High Court of Uttarakhand, Nainital after getting certification from the In-charge computer of the High Court of Uttarakhand failing which deductions @ 10% of the total bill shall be made. Depending upon the severity of negligence, the Registrar General, High Court of Uttarakhand 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 High Court of Uttarakhand, Nainital. The decision of the Registrar General of the High Court of Uttarakhand shall be final and binding on the firm/agency.

- W. Premature withdrawal of the Tender by the Tenderer shall make him liable for forfeiture of the earnest money.
- X. All the pages of the tender document should be serially numbered and duly stamped and signed by bidder.
- Y. The firm should have 05 years of experience in this field i.e. AMC of Desktop/ Laptop Computers, Printers, U.P.S.'s, network components and other IT equipments in the Government Ministries/Departments/Semi-Government organizations including public sector undertaking.
- Z. The Registrar General, High Court of Uttarakhand reserves right to increase or decrease the number of Desktop/Laptop Computers, Printers, U.P.S.'s and other Peripherals at its discretion.

AA. Response time, removal of defects etc. must be as under, failing which penalty mentioned there against shall be levied against the vender(s).

Items	Response time		Removal of defects		Extension of time with cogent reasons in writing	Beyond extended time
	Not exceeding (From the time of receipt of complaint)	Failing which penalty @ per day per complaint per item	Withinn	Failing which penalty @ per day per complaint per item		
Servers, Desktops Printers UPS Scanners Switches, other IT peripherals	1 Hours	Rs.500/-	24Hrs	Rs. 1000/-	Upto 72 Hrs	Making available standby (of same configuration) + enhancement of penalty to Rs. 1000/- per day per complaint per item from after extended 72 hours timeline onwards.

In this regard, the decision of the Registrar General shall be conclusive and binding on the service provider.

- BB. A register of surprise/routine checks shall be maintained by the contractor which shall also be inspected by Registrar (Computer), High Court of Uttarakhand.
- CC. The Registrar General High Court of Uttarakhand, Nainital 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.
- DD. The Registrar General, High Court of Uttarakhand, Nainital 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.

Sd/-
Registrar General
High Court of Uttarakhand,
Nainital

ANNEXURE-I

Technical Bid

**Tender for Comprehensive Annual Maintenance Contract of Servers,
Desktop/Laptop Computers, Printers, U.P.S.'s, Networking Components and other
IT Peripherals of the High Court of Uttarakhand**

S. N.	<u>Description</u>	<u>Please mention page no. at which the relevant document is annexed</u> (To be filled by the bidder)					
1.	Name, address & telephone number of the agency/firm (Mention page nos.)						
2.	Name, designation, address & telephone number of authorized person (Mention page nos.)						
3.	Please Specify As To Whether Tenderer is Sole Proprietor/Partnership Firm/Private or Limited Company (Mention page nos.)						
4.	Name, address & telephone number of Directors/Partners, Fax No., e-mail address (Mention page nos.)						
5.	Copy of PAN Card issued by income Tax Department and copy of previous 03 Financial Year's Income Tax Return. (Mention page nos.)						
6.	Valid ISO Certificate, if any (Please attach copy) (Mention page nos.)						
7.	GST registration no. (please attach copy) (Mention page nos.)						
8.	Service Tax (if any, attach copy) (Mention page nos.)						
9.	Whether the firm is blacklisted by any government department or any criminal case is registered against the firm or its owner/partners anywhere in india (if no, an undertaking to this effect is to be attached in this regard.)						
10.	Bidders should have annual turnover of minimum Rs. One Crore in each of last three financial years. Copy of certificate issued by Chartered Accountant to be attached as proof of turnovers of last three Financial Years. (Mention page nos.)	2019-2020					
		2020-2021					
		2021-2022					
11.	Experience Certificates of 05 years in providing services in Central Government/State Government/Public Sector Undertakings/ Autonomous Bodies. (Mention page nos.)						
12.	Details of Bid Security/Earnest Money Deposit: (Mention page nos.) a) Amount: b) Account payee DD/FDR or unconditional Bank Guarantee: c) Date of issue: d) Name of issuing Bank:						
13.	Furnish the list of Engineers with Educational Qualifications who will be deputed at the High Court of Uttarakhand, Nainital in the format given below- (Mention page nos.)(Optional)						
	S. N.	Name	Technical Qualifications	Area of specialization	No. of years of experience	Area of Experience	Date of joining the firm
14.	List of clients with name, complete address and contact person with telephone number where the company is currently maintaining more than 60 computers on LAN at single location in as per the Performa. Copies of Three such work order or any other documentary evidence from Govt. Departments/Public Sector Undertakings clearly showing that more than 60 computers are being maintained at a single location should be attached. (Mention page nos.)						

15.	S. N.	Name of the Organization/Govt. Deptt./PSU with Contact person with tel. No.	Details of equipment and Nos. (Servers and clients) and stand alone PCS, laptops, printers, other peripherals	No. of resident engineers provided	Period of contract	Contract value (Rs. in lakhs)
16.	Whether a copy of the terms and conditions duly signed, in token of acceptance of the same, is attached.					

ANNEXURE-II

Financial – Bid

Tender Inviting Authority: Registrar General, High Court of Uttarakhand, Nainital					
Name of Work: Tender for Comprehensive Annual Maintenance Contract of Servers, Desktop/Laptop Computers, Printers, U.P.S.'s, Networking Components and other IT Peripherals of the High Court of Uttarakhand					
Contract No: UHC/Management/AMC/2022					
Name of the Bidder/ Bidding Firm / Company :					
<u>PRICE SCHEDULE</u>					
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)					
SN	Item Description	Quantity	BASIC RATE inclusive of all Taxes In Figures To be entered by the Bidder FOR THREE (3) YEARS Rs. P	TOTAL AMOUNT inclusive of all Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6
1	Item -1	-		0.00	INR Zero Only
2	Item -2	-		0.00	INR Zero Only
3	Item -3	-		0.00	INR Zero Only
4	Item -4	-		0.00	INR Zero Only
5	Item -5	-		0.00	INR Zero Only
.	-		-----	-----
Total in Figures				0.00	INR Zero Only
Quoted Rate in Words				INR Zero Only	

Note:-

- 1. Aforementioned BOQ is only for indicative purpose. The vendor is required to fill and upload the BOQ which was given in the e-tender Portal.**
- 2. Itemwise Basic Rates inclusive of all taxes in figures be entered by the bidder exclusively for Three (3) Years as the tenure of the Contract is Three years.**

Declaration by the Bidder

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in the tender document and undertake myself/ourselves to strictly abide by them.

Signature of the Tenderer with Seal

Note: Please indicate the page numbers where documents are attached. The entire Tender documents should be serially page numbered including enclosures.

Previous experience(s) of the services provided by the Agency to the Govt./Semi-Government Department and reputed/Ltd. Companies (minimum five years experience is essential)				
S.N.	Name	Billing Amount (in Rs.)	Period	Status

It is certified that the particulars given above are true to the best of my/our knowledge/belief and I/We have read terms/conditions and duties/responsibilities of the Technical Staff to be deputed for the purpose and have also understood the same and to hereby undertake to abide by the same without any reservations on any grounds whatsoever. In case of any breach of the said conditions, I/We shall be responsible for the consequences arising out of such situation(s).

Name & Signature of the
Authorized Signatory of the Agency
(with Seal of the Agency affixed)

Date:

Place:

CERTIFICATES

WE CERTIFY THAT:

1. We will not LEAK/DISCLOSE any information of the High Court of Uttarakhand to any other institutions/organizations.
2. The rate of TAXES/DUTIES mentioned in the tender is in accordance with the provisions of the rules in all respects and the same is payable to the Authorities.
3. The Comprehensive AMC of Servers, Desktop/Laptop Computers, Printers, U.P.S/'s, networking components and other IT Peripherals offered by our firm shall be of the best quality strictly in accordance with the specifications and particulars as detailed in the tender.
4. The information furnished by us in the tender are true and correct to the best of our knowledge and belief.
5. We have read and understood the rules, regulations, terms and conditions of tender as applicable from time to time and agree to abide by them.
6. We shall not disclose any information/data of the High Court to any other third party.

Authorized Signatory
(Seal of the Company)

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