

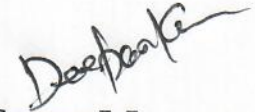
**CIVIL COURT,MADHEPURA**

**Tender Notice**

**Tender No-06/2024**

Notice Inviting Tender for One Year(01 Year) Maintenance Contract for the maintenance of Display Boards and Thin Client Machines of Sub-Divisional Judicial Court,Uda-Kishunganj, Madhepura has been published on the official website of Civil Court, Madhepura at <https://madhepura.dcourts.gov.in/>.

The bidders may visit the official website of Civil Court, Madhepura to download the Tender document and submit their bid according to the Terms & Conditions of the bid.



**Court Manager  
Civil Court, Madhepura  
02-04-2024**

TENDER FOR INVITATION OF  
QUOTATIONS FOR ONE  
YEAR(01 Year)MAINTENANCE  
CONTRACT OF DISPLAY BOARD  
AND THIN CLIENT MACHINES  
SUB DIVISIONAL JUDICIAL COURT,UDA-  
KISHUNGANJ,MADHEPURA.

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## TERMS AND CONDITIONS

### **1 Instruction to the Tenderers:-**

Quotations are to be submitted in sealed envelope consisting of Techno-commercial bid in a separate sealed cover & Price Bid in a separate sealed cover and both bids will be put in the sealed single envelope containing the title “Quotations for One Year Maintenance Contract of Display Board and Thin Client Machines” installed at Sub-Divisional Judicial Court, Uda-Kishunganj, Madhepura addressed to Court Manager, Civil Court, Madhepura and submit to the office of Court Manager, Civil Court, Madhepura, **on or before 09<sup>th</sup> April, 2024.**

- The Tenderer shall quote the rate inclusive all taxes.
- The rate should be written both in numbers as well as in words.
- The Tenderer shall clearly specify what items (Hardware) /Services will not be covered under the AMC.

### **2 Period of Contract:**

The contract will be initially for a period of “One Year” which may 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.

### 3 Scope of Work:-

- I The place of performance will be Civil Court, Madhepura.
- II It must be noted that number of Display Boards and Thin Client Machines may increase or decrease at the sole discretion of the Civil Court, Madhepura. In that case, payment will increase/decrease proportionately on availability of FUND.
- III Any other work of similar nature assigned by the Civil Court, Madhepura
- IV Nos. of Display Boards and Thin Client Machines and its peripherals proposed to be covered under this AMC is as follows.

Sl.No.	Civil Court	Company Make	No. of Display Boards and Thin Client Machines
1	Sub-Divisional Judicial Court, Uda-Kishunganj, Madhepura	ACER	Display Boards --> 06 pieces (Inside- → 03 pieces and Outside- → 03 pieces)
2			Thin Clients Machines --> 03 pieces



#### **4 Duties and responsibilities:-**

- I They should attend to all the complaints, irrespective of its nature.
- II Protection of equipment & maintaining the machinery in perfect working condition.
- III To attend the complaints without fail within the shortest possible time.
- IV To replace all such parts which are damaged and which cannot be repaired to keep the Display Boards and Thin Client Machines in good working condition.
- V To use only genuine original spare parts of its provider companies in the Display Boards and Thin Client Machines.
- VI To maintain order of integrity, moral and social responsibilities and decorum of the Courts.
- VII The Contractor would carry out preventive maintenance of each machine once in every month in order to forestall any major failure of the same. Contractor should also ensure proper cleaning of Display Boards and Thin Client Machines and its peripherals. Failure to do so shall attract penalty at the rate mentioned at penalty clause.

#### **5 Eligibility Criteria:-**

Copies of the following documents should be submitted along with the Bid:-

- I PAN No.
- II GSTIN No.
- III ISO Certification. (Optional)

IV Documents regarding Experience of 3 years in providing similar services in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies.

#### **6 Performance Guarantee (Security Deposit):-**

The successful Bidder shall give performance security in the form of Account Payee Demand Draft/Fix Deposit Receipt from a Commercial Bank or unconditional Bank Guarantee from a Commercial Bank amounting to 5% of the total contractual value in favour of District and Sessions Judge, Madhepura, within 10 (ten) days from the date of acceptance of tender. Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor firm including warranty obligations. The Security Deposit will be refunded only after the expiry of the contract without interest. This deposit is liable to be forfeited, if during the period of contract, the service of the contract is found 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 District Court, Madhepura, that the contractor firm may invite upon themselves due to any of the reasons specified above. The bid security will be refunded to the successful bidder on receipt of performance security.

#### **7 Other Terms and Condition:-**



- I The District Judge, Madhepura has the right of accepting or rejecting any or all tenders without specifying any reason(s) thereof. The District Judge, Madhepura is under no obligation to accept the lowest tender.
- II There is no obligation on the part of the District Judge, Madhepura 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, first **80 percent** just after repairing and the second **20 percent** on successful completion of the Contract based on the performance subject to availability of the FUND. No advance payment will be made.
- IV It shall be mandatory on firm to conduct routine checks to maintain the Display Boards and Thin Client Machines in perfect working condition and to submit the routine check reports on fortnightly basis to the Computer Committee, Sub-Divisional Judicial Court, Uda-Kishunganj, Madhepura/Nodal Officer, Sub-Divisional Judicial Court, Uda-Kishunganj, Madhepura//System Assistant, Sub-Divisional Judicial Court, Uda-Kishunganj, Madhepura.
- V AMC Service Provider, i.e. the contractor shall also attend to calls for on-site installation of Display Boards and Thin Client Machines without any extra charge, as decided and provided by the Computer Committee, Sub-Divisional Judicial Court, Uda-Kishunganj, Madhepura time to time.



- VI A surprise check may be conducted by the Computer Committee, Sub-Divisional Judicial Court, Uda-Kishunganj/Nodal Officer, Sub-Divisional Judicial Court, Uda-Kishunganj, Madhepura to ascertain the performance of the equipment as well as services.
- VII The rates finally approved/ accepted by the District Court, Madhepura shall be valid for the contract period and no upward revision will be allowed under any circumstances whatsoever.
- VIII Under no circumstances, the successful firm shall appoint any subcontractor or sublease the contract. If it is found that contractor has violated these conditions, the contract will be terminated forthwith without any notice, by the authority which has approved the award of the contract.
- IX The contract can be terminated by the District Judge, Madhepura at any time without assigning any reason if the work of the contractor is found unsatisfactory. In this respect, the decision of the District Judge, Madhepura, will be final and binding on the contractor. The District Judge, Madhepura reserves the right to accept or reject any bid in whole or in part without assigning any thereof.
- X The job carried out shall be to the satisfaction of the District Judge, Madhepura, after getting certification from the Officers of Computer Committee, Sub-Divisional Judicial Court, Uda-Kishunganj, Madhepura failing which deductions @ 10 % of the total bill shall be

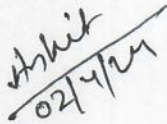
made. Depending upon the severity of negligence, the District Judge, Madhepura, reserves the right to blacklist the agency for a suitable period or form further participation in any of the jobs to be done for the District Court Madhepura. The decision of the District Judge, Madhepura shall be final and binding on the firm/agency.

- 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 A penalty will be imposed on per day basis for non-attendance of Service Engineer after the call is registered with the point person. In this regard, the decision of the Nodal Officer, Sub-Divisional Judicial Court, Uda-Kishunganj, Madhepura 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 Nodal officer for Computerization of In-charge, Computerization of the Sub-Divisional Judicial Court, Uda-Kishunganj, Madhepura.
- XV The District Judge, Madhepura, reserves the right to review the performance whenever so desires, and also to terminate the contract at any point of time during the period of the contract in case the performance and service rendered by the contract firm is found



unsatisfactory. The decision of the District Judge, Madhepura 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.

- XVI The District Judge, Madhepura, reserves the right to amend or alter any of the terms and conditions of the Tender Document at any time. Any dispute shall be subject to Madhepura Jurisdiction.
- XVII District Court, Madhepura may cancel the tender without assigning any reason at any time.



(Ankit Anand)  
J.M. 1<sup>st</sup> Class-cum-  
Member-cum-Nodal Officer,  
Computer Committee  
02-04-2024



(Himanshu Pandey)  
A.C.J.M.-I-cum-  
Member of Computer  
Committee  
02-04-2024



(Virendra kumar Choubey)  
A.D.J.-I-cum-  
Chairman of Computer Committee  
02-04-2024