CIVIL COURT,MADHEPURA

Tender Notice

Tender No-01/2025

Notice Inviting Tender for One Year(01 Year) Maintenance Contract for the maintenance of 21 pieces of HP and 17 pieces of HCL Computer System[Total--→38 Computers] of Civil Court,Madhepura along with technical support of one(01) Technical Manpower during Court hour on a daily basis 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.

22-01-25

Court Manager
Civil Court,Madhepura
22-01-2025

TENDER FOR INVITATION OF QUOTATIONS FOR ONE YEAR(01 Year)MAINTENANCE CONTRACT OF COMPUTER HARDWARE

CIVIL COURT,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 HP and HCL Computer Sets" installed at Civil Court,Madhepura with one technical manpower and addressed to Court Manager, Civil Court, Madhepura and submit to the office of Court Manager, Civil Court, Madhepura, **on or before 29th January, 2025.**

- 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 will be duty of the contractors to have the credentials of the Services Engineers verified and certified.

III It must be noted that number of Computer Systems 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.

IV Any other work of similar nature assigned by the Civil Court,Madhepura.

V Nos. of Computer and its peripherals proposed to be covered under this AMC is as follows.

SI.NO.	**Civil** Court,**Madhepura**	**No. of Computer Sets**
1.	**HP**	**21**
2.	**HCL**	**17**
3.	**Total---------->**	**38**

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 depute one service engineer during court hour on a daily basis to check the computer & other equipment and rectify the problem immediately to make in functional.

V To replace all such parts which are damaged and which cannot be repaired to keep the Systems in good working condition.

VI To use only genuine original spare parts of its provider companies in the Computer Systems.

VII To maintain order of integrity, moral and social responsibilities and decorum of the Courts.

VIII 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 Computer Sets 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 Principal 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 Principal District Judge, Madhepura has the right of accepting or rejecting any or all tenders without specifying any reason(s) thereof. The Principal District Judge, Madhepura is under no obligation to accept the lowest tender.

II There is no obligation on the part of the Principal 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 Computer systems in perfect working condition and to submit the routine

check reports on fortnightly basis to the Computer Committee,Civil Court, Madhepura/Nodal Officer,Civil Court,Madhepura/System officer Civil Court, Madhepura.

V AMC Service Provider, i.e. the contractor shall also attend to calls for on-site installation of any other Operating System and/or Application Software in the Computer Systems without any extra charge, as decided and provided by the Computer Committee, Civil Court, Madhepura, from time to time.

VI A surprise check may be conducted by the Computer Committee/Nodal Officer,Civil Court,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,Civil Court,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 Principal 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, Civil Court, 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 Nodal Officer, Civil Court,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 Principal 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.

(Dinesh Mani Tripathi)	(Nutan Kumari)	(Virendra kumar Choubey)
J.M. 1st Class-cum-	C.J.M.-cum-	D&ASJ-I-cum-
Member-cum-Nodal Officer, Computer Committee 22-01-2025	Member of Computer Committee 22-01-2025	Chairman of Computer Committee 22-01-2025