## DISTRICT COURT. PATNA NOTICE INVITING TENDER Dated: 23.07.2024

Quotations are invited from the reputed/ registered firms for A.M.C. of Printers and UPS 600VA (Luminous Pro 600) of District Courts, Patna and its all Sub-Divisional Courts at Patna City, Barh, Danapur, Masaurhi & Paligani.

Details of Printers are noted as follows:

Civil Courts	HP LaserJet P1108	HP LaserJet Pro MFP M26nw	HP LaserJet Pro MFP M427fdw
Patna Sadar	70	18	79
Patna City	17	0	17
Danapur	16	0	16
Barh	9	2	10
Masaurhi	0	6	3
Paliganj	0	4	2
Total:	112	30	127

Details of UPS 600VA (Luminous pro 600) are noted as follows:

Civil Courts:	Total Number of UPS 316	
Patna Sadar		
Patna City	72	
Danapur	68	
Barh	44	
Masaurhi	28	
Paliganj	16	
Total:	544	

The quotation is to be submitted on or before **05.08.2024** at 03.00 p.m. with the following <u>Terms & Conditions</u>:

- I Separate Quotations are to be submitted for AMC of Printers and UPS 600VA (Luminous Pro 600) 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 single envelope (sealed) addressed to the Registrar, Civil Courts, Patna.
- II The Quotations should be accompanied by Earnest Money Deposit (EMD) of amount of Rs.10,000/- as refundable earnest money (without interest) in favour of the Judge-in-Charge, Civil Courts, Patna 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 without which the quotations will not be considered. The earnest money will be returned to all the unsuccessful Bidders without interest.

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- III The bidders shall quote the rate including all taxes.
- IV The quotation of AMC shall inclusive of cost of repairing the defective printers and UPS.
- V The rate should be written both in numbers as well as in words.
- VI The Tenderer shall clearly specify what items (Hardware)/Services will not be covered under the AMC.
- VII It must be noted that number of articles may increase or decrease at the sole discretion of the Court Administration. In that case, payment will increase/decrease proportionately.
- VIII Copy of Income Tax Return for the last three years and Pan Card, GSTIN, any document for address proof are to be enclosed with the quotations.
  - IX The Agency should have a minimum experience of 03 years in providing Annual Maintenance of in this field, in Central Government / State Government/ Departments / Public Sector Undertakings/ Autonomous Bodies.
  - X The contract will be initially for a period of one year which may be extended for another yaer on satisfactory completion of AMC period.

## XI <u>Duties and responsibilities</u>: -

- i. The Vendor should attend to all the complaints, irrespective of its
- ii. Protection of equipment & maintaining the machinery in perfect working condition.
- iii. To attend the complaints without fail within the shortest possible time within 3 hours for District Courts, Patna, Sub-divisional Courts, Patna City and Danapur and one day for Sub-divisional Courts, Barh, Masaurhi and Paliganj and in no case down time shall exceed 2 days.
- iv. To replace all such parts which are damaged and cannot be repaired to keep the equipment in good working condition.
- v. To use only genuine original spare parts of its provider companies in the equipment.
- vi. Scheduled preventive maintenance (PM) is to be carried out once in three months which can be clubbed with corrective maintenance and PM reports will be submitted within a week after each quarter. Failing which a penalty clause will be applied.
- vii. To maintain order of integrity, moral and social responsibility and decorum of the Courts.

## XII Performance Guarantee (Security Deposit):

The successful Bidder shall give performance security in the form of 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 Judge-in Charge, Civil Courts, Patna 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 services of the contract are found

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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 District Court, Patna 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.

## XIII General Terms & Conditions:

- A. 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 which has approved the award of the contract.
- B. The contract can be terminated by the District Judge, Patna 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, Patna, will be final and binding on the contractor.
- C. Payment will be made on quarterly basis on submission of bill after preventive maintenance and after satisfactory completion of the work on the availability of FUND. No advance payment shall be made in any condition.
- D. The job carried out shall be to the satisfaction of the District Judge, Patna, after getting certification from the Officers in-charge, failing which deductions @ 10% of the total bill shall be made. Depending upon the severity of negligence, the District Judge, Patna, 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 District Court, Patna. The decision of the District Judge, Patna shall be final and binding on the firm/agency.
- E. 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 work order. The District Judge, Patna has the right of accepting or rejecting any or all tenders without specifying any reason(s) thereof. The District Court, Patna is under no obligation to accept the lowest tender.
- F. There is no obligation on the part of the District Court, Patna to inform the unsuccessful tenderer of the outcome of the tender process and reasons for rejection of tender.
- G. The rates finally approved/accepted by the District Court, Patna shall be valid and no upward revision will be allowed under any circumstances whatsoever.
- H. Premature withdrawal of the tender by the tenderer shall make him liable for forfeiture of the earnest money.
- I. All the pages of the tender document should be duly signed and stamped by the bidder.
- J. The District Judge, Patna, reserves the right to amend or alter any of the terms and conditions of the Tender Document at any time.
- K. Any dispute shall be subject to Patna Jurisdiction.



L. District Court, Patna may cancel the tender without assigning any reason at any time.

By Order

I/c Registrar 29 77 74

Civil Courts, Patna