

**HIGH COURT OF CHHATTISGARH, BILASPUR**

**NOTICE INVITING TENDER**

No. 4028 /CPC/2016.

Bilaspur dated 12/5/16

The Registrar General, High Court of Chhattisgarh, Bilaspur invites sealed tenders for Annual Maintenance Contract of UTM and Wireless Product with its accessories, installed in the building of High Court of Chhattisgarh, Bilaspur, as per the attached terms and conditions (Annex.-"A").

Last Date and time of Submission Financial Bid	- 4 <sup>th</sup> June, 2016
Date and Time of Opening Financial Bid	- It will be intimated Later On.
EMD Charges	- Rs. 50,000/-

Encl.:- As above.

  
(Arvind Singh Chandel)  
Registrar General

**TECHNICAL TERMS AND CONDITIONS FOR**  
**ANNUAL MAINTENANCE CONTRACT OF UTM AND WIRELESS PRODUCT**  
**WITH ITS ACCESSORIES**

Instructions to bidders

High Court of Chhattisgarh, Bilaspur (C.G.) invites tenders for the Annual Maintenance Contract of UTM and Wireless Product with its accessories installed at the building of High Court of Chhattisgarh, Bilaspur (C.G.).

1. Offers on original printed sheets of companies/firms letterhead will only be considered. Offers submitted by fax or in any manner other than specified above shall not be considered. The bids shall be submitted in prescribed formats Annexure-A & B) only. Modifications/Rewording of formats shall not be acceptable.
2. The tenders should be submitted under two-bid system: Part A – Technical Bid (Annexure-A) and Part B - Price Bid (Annexure-B).
3. The Technical Bid should be in a sealed envelop superscripted as 'Technical Bid for Annual Maintenance Contract for UTM and Wireless Product with its accessories at High Court of Chhattisgarh, Bilaspur (C.G.)'.

The Technical Bid must contain:

- a. EMD money of Rs. 50,000/- (Rupees Fifty Thousand Only.)
- b. Any other Terms and conditions from Bidder (Please, note that the terms may or may not be acceptable to High Court of Chhattisgarh, Bilaspur (C.G.)).
  - i. Qualifying Criteria: Bidder must accept all the Term and Conditions.
  - ii. The annual turnover of the vendor from maintenance services alone should not be less than Rs. 8 Lakh during last three financial years upto 2014-15 supported by either audited profit loss Accounts / CA certified statement of accounts or attested copy of Service Tax returns clearly showing turnover from maintenance services.
  - iii. The bidder should also furnish the following documents:
    - (a) Copy of valid current trade license
    - (b) Service Tax Registration certificate.
- c. The vendor must have successfully executed at least three orders for maintenance work of not less than Rs. 2 lakh each, in the Government/Semi Government/ Government under taking or any

esteemed organization in the last three financial years. The Bidder should submit documentary evidence in support of the above statement. (Copy of work order should be enclosed)

d. Tenderer shall furnish a client list giving details of the organizations (Govt., PSU, MNC), along with the contact telephone no of the concerned person(s), where they are at present running similar service with supporting documents.

e. Provide details of after sale service in terms of manpower availability at Bilaspur (C.G.).

f. Non-compliance with terms and conditions mentioned in above points a to e may render the Technical Bid liable to be rejected

4. The Price Bid should be in a separate sealed envelope superscripted as 'Price Bid for Annual Maintenance Contract for UTM and Wireless Product with its accessories at High Court of Chhattisgarh, Bilaspur (C.G.)'.

The Price Bid shall contain nothing else but prices as per the blank format enclosed as Annexure "B" of the tender document. In no case any terms and conditions or technical deviations or any other amendment shall be included in the Price Bid. Any additional options, terms etc. shall be ignored while evaluating the Price Bid.

Both the envelopes containing the Technical bid and Price Bid should be put in one outer envelope duly sealed and superscripted as 'Tender enquiry for Annual Maintenance Contract for UTM and Wireless Product with its accessories at High Court of Chhattisgarh, Bilaspur (C.G.)'. This envelope should be addressed to The Registrar General, High Court of Chhattisgarh, Bilaspur (C.G.) and reached in the office of the Registrar General, High Court of Chhattisgarh, Bilaspur Latest by 4<sup>th</sup> June, 2016 at 4:30 PM.

The date, time and venue of opening of Price Bids shall be communicated to the technically qualified Bidders at a later date. Price Bids of only qualified Bidders shall be opened.

All documentations are required to be in English.

Tender should be filled with neat legible and correct entries. Indistinct figures, erasures and alterations are not permitted in the tender.

Failure to comply with these conditions may render the tender void. Please cross out any mistakes and rewrite the same and counter sign.

5. Tenderers may inspect the systems on all working days during normal working hours. In case of any clarification, the tenderer may contact the Registrar (Computerization)-cum-Central Project Co-ordinator, High Court of Chhattisgarh, Bilaspur (C.G.).

## TERMS AND CONDITIONS

1. The period of the contract may be awarded for a minimum of two year. However, the same may be extended for the next one year based on satisfactory services provided by the firm and dully recommended by the Hon'ble Committee For Computerization of this High Court.

2. **The rates should to be quoted for comprehensive maintenance** both in words and figures. No figures or words should be overwritten. Overwritten figures or words should be scored out and re-written under full signature of the authorized signatory. Quotations that do not fulfill this condition should not be considered.

### 3. RIGHT OF ACCEPTANCE

The Registrar General, High Court of Chhattisgarh, Bilaspur (C.G.) does not bind itself to accept the lowest tender. The Registrar General, High Court of Chhattisgarh, Bilaspur (C.G.) also reserves the right to reject any or all the tenders without assigning any reason, any time. The Decision of the Registrar General, High Court of Chhattisgarh, Bilaspur shall be final and binding in this regard.

### 4. SERVICE AND SUPPORT

The vendor will provide competent service engineers for trouble shooting related to any problems as and when required. In emergency/urgent cases the vendor may be asked to provide the service on Saturdays / Sundays/holidays also, whenever communicated.

### 5. MAINTENANCE

The vendor shall provide required maintenance services to keep the system in good working order.

### 6. RESPONSIBILITIES

- i. Each complaint must be attended and fixed on same day within working hours. If the component needs time for repairing or replacement then an alternate temporary arrangement must be made by the company/firm.
- ii. Where the parts/components have failed/damaged or gone into disuse due to any reason, replacement of those parts/components shall be provided free of cost by the firm within 36 hours of the call.
- iii. Where any items/parts/components need replacement, the same shall be replaced with same make, specific action and brand of items/component/part. In case the brand/model has become obsolete, the same shall be replaced with superior quality of the items/parts/components and must carry at least one year warranty.

- iv. In case an equipment/machine is being taken for servicing to service centre, the firm will provide a stand by equipment and will take prior permission of the Computer Engineer, High Court of Chhattisgarh, Bilaspur (C.G.) before taking the equipment out. Cost of transportation and insurance of equipment will be born by the Company/firm.
- v. The Company/firm shall maintain all the machines satisfactorily till the end of the AMC tenure and handover all inventory in good working condition to the next vendor, in case the AMC is not extended or is terminated.
- vi. The selected company/firm will not involve third party in implementation of service under this AMC.
- vii. The tenderer will submit a monthly report to the Central Project Co-ordinator, High Court of Chhattisgarh, Bilaspur (C.G.), stating the complete list and status of well-being of the network system falling which the bill will not be considered for processing.

7. POWER OF ATTORNEY:

The vendor should provide the power of attorney to the person who signs the tender on behalf of the company/firm providing service.

8. PAYMENT TERMS

Payment will be made on quarterly basis after successful completion of every quarter upon receiving of 'Satisfactory Service Certificate' from Central Project Co-ordinator, High Court of Chhattisgarh, Bilaspur (C.G.) .

9. EARNEST MONEY DEPOSIT AND SECURITY DEPOSIT

The Bidders are required to furnish Earnest Money Deposit (EMD) along with their offer. The EMD, in the form of Demand Draft drawn on any Nationalized Bank favoring The Registrar General High Court of Chhattisgarh, Bilaspur (C.G.), Bilaspur (C.G.), payable at Bilaspur (C.G.) for Rs.50,000/- (Rupees Fifty Thousand Only) shall be submitted

The EMD of the tenderer will be forfeited if the tenderer misleads High Court of Chhattisgarh, Bilaspur (C.G.) during the course of evaluation of the tender by providing false and misleading information. If party become L1 and not willing to accept the offer EMD will be forfeited. PLEASE NOTE THAT OFFERS NOT ACCOMPANIED BY THE REQUIRED EMD ARE LIABLE TO BE REJECTED. The EMD of the Bidders shall be released by High Court of Chhattisgarh, Bilaspur (C.G.) after acceptance of the work order by the successful bidder. The EMD of the successful Bidder shall be released after receipt of the required Security Deposit. The successful Bidder shall deposit 5% of the total AMC value (rounded up to nearest hundred rupees) as security deposit in by Demand Draft. No interest shall accrue on this deposit, which will be returned after the successful completion of the contract and after adjusting dues, if any, of the vendor to High Court of

Chhattisgarh, Bilaspur (C.G.)

10. SIGNING OF TENDER:

The individual signing the tender (or the documents in connection with it) will be deemed to have legal authority to do so. If it is found that the person so signing has no authority to do so, High Court of Chhattisgarh, Bilaspur (C.G.) may without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.

Each page of the tender form should be signed and stamped for the purpose of the tender offer.

11. RESULTS OF THE TENDER

Acceptance of the tender shall be communicated by High Court of Chhattisgarh, Bilaspur (C.G.) to the successful Bidder. The successful Bidder shall give the acceptance within 7 Days of issue of work order failing this, High Court of Chhattisgarh, Bilaspur (C.G.) reserves the right to cancel the same and place the work order on the next eligible Bidder.

12. GENERAL

- a. High Court of Chhattisgarh, Bilaspur (C.G.) reserves the right for any reduction/increase in the scope of work and the same shall be awarded to the vendor at the same Unit rate mentioned in their bid
- b. High Court of Chhattisgarh, Bilaspur (C.G.) is not bound to provide any mode of transport in respect of men or material required by the contractor for executing the AMC.

13. TERMINATION CLAUSE

In case during the contract period the services are not provided satisfactorily High Court of Chhattisgarh, Bilaspur (C.G.) reserves the right to terminate the contract by giving one month notice. High Court of Chhattisgarh, Bilaspur (C.G.) may also terminate the contract of the vendor without any notice in case the vendor commits a breach of any of the terms of the contract. High Court of Chhattisgarh, Bilaspur (C.G.)'s decision that a breach has occurred will be final and shall be accepted without demur by the vendor.

In case the vendor wants to discontinue its AMC contract with High Court of Chhattisgarh, Bilaspur (C.G.), the vendor must give three months notice; else High Court of Chhattisgarh, Bilaspur (C.G.) shall forfeit the security money.

Neither party shall be bound to give any reason for termination of the contract as provided above.


In any case of termination of the agreement, the vendor will handover all the equipments/articles as supplied by High Court of Chhattisgarh, Bilaspur (C.G.) in good working condition back to High Court of Chhattisgarh, Bilaspur (C.G.).

14. PENALTY

If the firm fails in execution and successful completion of the maintenance work, on the date of complaint or within four hours then a penalty of Rs. 100/- per day per complaint shall be deducted from the Annual Maintenance charges. Penalty to be imposed should be subject to a maximum of total value of the Annual Maintenance Contract. In case of the gross negligence and downtime, there should be immediate cancellation of the contract.

16. JURISDICTION

All disputes shall be subject to Bilaspur (C.G.) Jurisdiction only.

  
(Arvind Singh Chandel)  
Registrar General

Technical Bid  
(Refer to para 2.1 of Instructions to Tenderer)

1. Name of the tenderer / organization: \_\_\_\_\_
2. Nature of organization: Proprietorship / Partnership / Company.
3. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Mobile No.: \_\_\_\_\_ Land Phone No. \_\_\_\_\_
5. Details of E.M.D.: EMD  
No. \_\_\_\_\_ Date \_\_\_\_\_ Amount \_\_\_\_\_ Name of  
issuing Bank \_\_\_\_\_
6. Details of annual turnover of maintenance work for last three years upto 2011-12  
with supporting documents.
7. Furnish copies of the following documents:  
(I) Annual report of the Company for last three years upto 2014-15  
(ii) Income Tax clearance or IT Return for last three years upto 2014-15  
(iii) Sales Tax Registration Certificate  
(iv) Service Tax Registration Certificate  
(v) Sales Tax & Service Tax Clearance
8. Details of at least two orders executed for maintenance work of not less than 2 lakh  
each in the last three years as direct or part of ASP after sales service. (Copies of  
work orders to be enclosed).
9. Provide details of after sales service in terms of manpower availability at Bilaspur  
(C.G.).
10. Any other related documents.

Date:-  
Place:-

Signature of the tenderer with Date & Seal.



High Court of Chhattisgarh, Bilaspur (C.G.)  
Bilaspur (C.G.)

Price Bid

Sl. No.	Location	Name of the Item	Product	Qty.	AMC Rate	Applicable Taxes	AMC Rate including all applicable Taxes
1.	High Court of Chhattisgarh, Bilaspur (C.G.)	UTM Security Firewall	D-Link-UTM Security Firewall DFL-1660	1			
2.		Unified Wireless Switch (Controller)	D-Link Unified Wireless Switch (Controller) DWS-3160-24TC	1			
3.		Managed Wireless Access Point	Managed Wireless Access Point DWL-6600-AP	38			
4.		Switch	24 port Gigabit PoE web managed smart switch DGS-1210-28P	2			
5.		Switch	8 port Gigabit PoE web managed smart switch DGS-1210-10P	4			
6.		Switch	DGS-1008 10/100/1000 Mbps Switch	2			
7.		Cat-6 UTP Cable	CAT-6 UTP Cable	Approx. 2500 mtrs. Used for wi-fi LAN			
Total:-							

Date:-  
Place:-

Signature of the tenderer with Date & Seal.