

# **HIGH COURT OF UTTARAKHAND, NAINITAL**

## **TENDER NOTICE**

Dated: 28.01.2016

This Court invites sealed tender from eligible/experienced vendors for **"Supply, delivery & installation of Desktop Computers and Printers"** at High Court of Uttarakhand at Nainital. The intended bidders may see the details of tender at Management Section of this High Court on any working day. The details are also available on our website <http://www.highcourtofuttarakhand.gov.in>.

The Sealed Tender complete in all respect addressed to the Registrar General, High Court of Uttarakhand, Nainital superscripting thereon **"Tender for supply, delivery & installation of Desktop Computers and Printers"** must be submitted latest by **24.02.2016** upto 3.00 pm and tenders will be opened at 3.30 pm on same day. The tender received beyond the scheduled time shall be summarily rejected.

By order of the Court

Sd/-  
Registrar General

**HIGH COURT OF UTTARAKHAND AT NAINITAL**  
**TENDER NOTICE**

Dated: 28.01.2016

SUB: TENDER FOR "SUPPLY, DELIVERY & INSTALLATION OF DESKTOP COMPUTERS AND PRINTERS".

Sealed tenders are invited for "Supply, delivery & installation of Desktop Computers and Printers" at High Court of Uttarakhand at Nainital as per the specifications and terms & conditions mentioned in the Tender documents from Manufacturing Companies (OEM) either directly or through partners or authorized Vendors/Dealers, or experienced & eligible firms dealing in sale of Desktop Computers & Printers who have executed similar nature of work in Government Ministries/Departments, Semi-government organizations including Public Sector Undertakings and satisfying all other terms and conditions in this tender document.

**1. Instructions to the Bidders:**

The Sealed Tender complete in all respect addressed to the Registrar General, High Court of Uttarakhand, Nainital superscripting thereon "Tender for supply, delivery & installation of Desktop Computers and Printers" must be submitted latest by 24.02.2016 upto 03.00 pm and tenders will be opened at 03.30 pm on same day. The tender received beyond the scheduled time shall be summarily rejected.

**2. Scope of Work:**

- A. Supply, delivery & installation of Desktop Computers and Printers at High Court of Uttarakhand at Nainital.
- B. At present, 25 nos. of "Desktop Computers" and 65 nos. of "Printers" are to be supplied. The number of items to be purchased may increase or decrease.
- C. The bidder shall quote the prices of goods including all taxes, levies or other transportation charges. The prices should be F.O.R. at High Court of Uttarakhand, Nainital.
- D. The prices should be inclusive of installation charges, if any.
- E. The entire work will have to be completed by the successful bidder within a period of 21 days.

**3. Specifications:**

**Desktop Computer**

S.N.	Particulars	Specification
1.	Category	Business (for work) segment (Not Home Segment)
2.	Form Factor	Small form factor with volume less than 13 liters
3.	Processor Family	Intel Core i5 processor with latest Generation or equivalent
4.	Base Frequency	3.3 Ghz or Higher
5.	Processor Cache	As per processor (not less than 4 MB)
6.	Motherboard & Chip Set	Intel original motherboard or equivalent M/B based on associated chipset with minimum two free PCI/PCI-X/PCI-Express slots
7.	System Memory (RAM)	4 GB 1600 Mhz DDR-III memory or Higher
8.	Expandable Memory	Upto 16 GB, at least 2 slots
9.	Hard Disk	Integrated dual port SATA III controller, HDD 500 GB, 7200 RPM or more

10.	DVD Writer	Dual Layer DVD Writer
11.	Preloaded Operating System	Microsoft Windows 10 with all required certificates, drivers and plugins.
12.	System Architecture	64 Bit
13.	Screen Size & resolution	20-21 inch or higher, TFT LED Monitor (HD Resolution) or Higher
14.	Screen Type	HD wide Screen, Backlit LED antiglare display
15.	Graphics Processor	Intel HD of equivalent integrated HD graphics and sound controller
16.	Pointer Device & keyboard	OEM USB optical scrolling, mouse, OEM USB standard 104 Keys keyboard
17.	Speakers	Stereo Sound Speakers (built in with Monitor)
18.	Ethernet	Integrated Gigabit Ethernet Controller with IPV6 complaint
19.	USB Port	4XUSB 2.0, 2XUSB 3.0 (minimum 2 ports at front side of CPU)
20.	Other Ports	Mic in, speaker out, RJ 45, VGA/Display Port Out/HDMI
21.	Power Supply/ Adaptor	Optimum wattage SMPS to support full use of system with all USB PORTS utilized
22.	Hardware Drivers	Vendor to provide drivers preloaded Operating System
23.	Warranty	5 years onsite comprehensive warranty support

#### **Printer**

S.N.	Particulars	Specification
1.	Type of Printer	Single Function Laserjet, duplex, Monochrome, Network printer,
2.	Internal Memory	32 MB or Higher
3.	Duty Cycle	Monthly Duty cycle 5000-10000,
4.	Print Speed	Upto 25 PPM,
5.	Supported Operating Systems	Windows 10, Windows 8, Windows 7, Windows Vista, Windows XP, Windows Server 2008, Windows Server 2003, Mac OS X v10.4 - v10.6, Linux, Ubuntu, Unix,
6.	Ports	Ethernet and USB support.
7.	Warranty	5 years onsite comprehensive warranty support

#### **4. Duties and responsibilities:**

- A. The successful bidder will have to provide onsite Comprehensive Service & Maintenance Contract for the service & maintenance of the Desktop Computers and Printers for a period of five years after expiry of warranty period. Separate proposal should be submitted alongwith the bid. The High Court will examine the AMC proposal & take suitable decision.
- B. The bidder should have an authorized service centre or well-established & long time authorized dealer in district Nainital.
- C. To attend the complaints without fail within the shortest possible time and to solve the complaints immediately, in no case shall exceed 24 Hours down time.
- D. To replace all such parts which are damaged and which cannot be repaired to keep the Desktop Computers and Printers in good working condition.
- E. To use only genuine original spare parts of reputed firms/manufacturing company in the Desktop Computers and Printers.
- F. To maintain highest order of integrity, moral and social responsibility and decorum of the Courts.

#### **5. Eligibility Criteria:**

- A. The Agency applying should possess Income Tax PAN No. and Service Tax Account No. The Agency should have a minimum experience of 05 years in 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 company manufacturing the Desktop Computers and Printers must be in this business for a period of more than 08 years.
- C. The bidder may either be the manufacturer or an authorized dealer. In case of manufacturer, well established & long time authorized dealer, authorized service centre should be in district Nainital.
- D. Copies of the following documents should be submitted alongwith the Bid.
- a. Successful Orders worth Rs.20 Lakh from sale of Computer Systems & allied hardware in last three years.
  - b. Audited Profit & Loss Account of last three financial years.
  - c. Service Tax Certificate.
  - d. Income Tax PAN No.
  - e. Income Tax Return for the last three financial years.
  - f. ISO Certification of bidder company will be appreciated & preferred, if all other conditions & features are same & equal.
  - g. Latest Service Tax Return.
  - h. Documents regarding Experience of 05 years in providing similar services in Central Government/ State Government/ Public Sector Undertakings/ Autonomous Bodies.
  - i. The Form Fee of ₹500/- (five hundred only) through a Demand Draft (**separate draft**).
  - j. The Earnest Money Deposit (EMD) of ₹75,000/- (seventy-five thousand only) through a Demand Draft/Fixed Deposit Receipt/unconditional Bank Guarantee.

**6. Evaluation of Bids:**

- A. The Techno-Commercial Bid and price 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 Techno-Commercial Bid and Price Bid is compulsory.

**7. Form Fee Deposit:**

The tender should be accompanied by Form Fee (**separate draft**) of ₹500/- (five hundred only) in the form of Account Payee Demand Draft from any of the nationalized/scheduled banks in an acceptable form drawn in favour of Registrar General, High Court of Uttarakhand, Nainital without which the tender will not be considered.

**8. Earnest Money Deposit:**

The tender should be accompanied by Earnest Money Deposit (EMD) of ₹75,000/- (twenty thousand only) in the form of Account Payee Demand Draft/Fixed Deposit Receipt/unconditional Bank Guarantee from any of the nationalized/scheduled banks in an acceptable form drawn in favour of Registrar General, High Court of Uttarakhand, Nainital without which the tender will not be considered. The earnest money will be returned to all the unsuccessful Bidders after finalization of the Contract.

**9. Performance Guarantee (Security Deposit):**

The successful Bidder shall give performance security in the form of Account Payee **Fixed Deposit Receipt or unconditional Bank Guarantee** from a Nationalized Bank amounting to 10% 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-two (62) months 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. 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. Fax/Telex/E-mail and incomplete offers will be rejected.
- B. The Tender documents can also be directly downloaded from the website [www.highcourtofuttarakhand.gov.in](http://www.highcourtofuttarakhand.gov.in). No editing, addition/deletion of the matter is permitted. If such action is observed at any stage, such Tenders are liable for outright rejection. The Tender document will form an integral part of the Contract to supply.
- C. Tender document should be signed and stamped by the bidder on each page accepting the terms and conditions of the Tender.
- D. Canvassing in any form will be viewed seriously and if any Bidder is found to be resorting to such practice, the Tender of such firm will be rejected.
- E. In case of any discrepancy between the unit price and the total price, the unit price shall prevail and total price shall be corrected unless it is lower than the sum total of unit prices. If there is any variation between the amount written in figures and words, then the amount whichever is lower shall be taken into consideration.
- F. 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.
- G. There is no obligation on the part of the Registrar General, High Court of Uttarakhand, Nainital to inform the unsuccessful Bidder of the outcome of the Tender process and reasons for rejection of tender.
- H. **Payment term:** 100% on successful and satisfactory installation and on the submission of unconditional Bank Guarantee of 10% of the total amount from a nationalized/scheduled bank towards due performance of warranty.
- I. The successful Bidder will be required to furnish security deposit amounting to 10% of the contractual value within 15 days from the date of acceptance of tender.

- J. Procurement of the complete system and payment will be in accordance with Uttarakhand Procurement Rules 2008, as amended in 2015 and allied G.O.s or decisions of Hon'ble Court.
- K. The work will have to be completed in all aspects on or before March 10<sup>th</sup>, 2016.
- L. If any item supplied by the firm is found not upto the mark, the items will not be accepted and supplier shall be liable to pay damages and it may be adjusted from the security amount or may be recovered.
- M. The rates for on site comprehensive annual maintenance contract for a period of 05 years after expiry of the period of warranty should be mentioned separately and clearly. Further, Hon'ble High Court is not bound to accept the offer of annual maintenance contract.
- N. The firm shall have to supply the items at High Court of Uttarakhand, Nainital at its own expenses. No price revision/alternative will be allowed after the receipt of the Bid.
- O. 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.
- P. 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 who has approved the award of the contract.
- Q. The Registrar General High Court of Uttarakhand, Nainital at any time without assigning any reason, can terminate the contract.
- R. The bills in triplicate for the 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.
- S. **Penalty clause for causing delay in completion of work:** The job shall be carried out to the satisfaction of the Registrar General, High Court of Uttarakhand, Nainital after getting certification from the Management Section 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.
- T. Premature withdrawal of the Tender by the Bidder shall make him liable for forfeiture of the earnest money.
- U. The Registrar General, High Court of Uttarakhand reserves right to increase or decrease the number of items at its discretion.
- V. 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	Within	Failing which penalty @ per day per complaint per item		
Desktops Printers	12 Hours	₹200/-	36 Hrs	₹200/-	Upto 48 Hrs with penalty	Making available standby (of same configuration) + enhancement of penalty to ₹400/- per day per complaint per item from 4 <sup>th</sup> day onwards.

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

- W. 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.
- X. Any disputes arising out of this tender will be under the jurisdiction of Court of Nainital only.

Sd/-  
Registrar General  
High Court of Uttarakhand, Nainital.

**ANNEXURE-I**  
**Techno-commercial Bid**

**Tender for supply, delivery & installation of Desktop Computers and Printers**

S. N.	Description	Indicate also page no. where attached
1.	Name, address & telephone number of the agency/firm	
2.	Name, designation, address & telephone number of authorized person	
3.	Please Specify As To Whether Bidder Is Sole Proprietor/Partnership Firm/Private or Limited Company	
4.	Name, address & telephone number of Directors/Partners, Fax No., e-mail address	
5.	Copy of PAN Card issued by income Tax Department and copy of previous 03 Financial Year's Income Tax Return.	
6.	Valid ISO Certificate in the field of Security/Traffic Guards, if any (Please attach copy)	
7.	Service Tax Registration No. (Please attach)	
8.	Latest Service Tax Return (Please attach)	
9.	Annual Turnover From AMC during last 03 years: 2012-13 _____ 2013-14 _____ 2014-15 _____ (Please attach proof in the form of Profit & Loss Account)	
10.	Experience Certificates of 05 years in providing services in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies.	
11.	Details of Bid Security/Earnest Money Deposit: a) Amount: b) Demand Draft/FDR or unconditional Bank Guarantee: c) Date of issue: d) Name of issuing Bank:	

**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 Bidder 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 08 years experience is essential)

S.N.	Name	Billing Amount (in ₹)	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:

**ANNEXURE-II**  
**Specification Sheet for Compliance & Deviation and Price Bid**

**Desktop Computer**

S.N.	Particulars	Specification	Compliance Yes/No	Details of Deviation, if any
1.	Category	Business (for work) segment (Not Home Segment)		
2.	Form Factor	Small form factor with volume less than 13 liters		
3.	Processor Family	Intel Core i5 processor with latest Generation or equivalent		
4.	Base Frequency	3.3 Ghz or Higher		
5.	Processor Cache	As per processor (not less than 4 MB)		
6.	Motherboard & Chip Set	Intel original motherboard or equivalent M/B based on associated chipset with minimum two free PCI/PCI-X/PCI-Express slots		
7.	System Memory (RAM)	4 GB 1600 Mhz DDR-III memory or Higher		
8.	Expandable Memory	Upto 16 GB, at least 2 slots		
9.	Hard Disk	Integrated dual port SATA III controller, HDD 500 GB, 7200 RPM or more		
10.	DVD Writer	Dual Layer DVD Writer		
11.	Preloaded Operating System	Microsoft Windows 10 with all required certificates, drivers and plugins.		
12.	System Architecture	64 Bit		
13.	Screen Size & resolution	20-21 inch or higher, TFT LED Monitor (HD Resolution) or Higher		
14.	Screen Type	HD wide Screen, Backlit LED antiglare display		
15.	Graphics Processor	Intel HD of equivalent integrated HD graphics and sound controller		
16.	Pointer Device & keyboard	OEM USB optical scrolling mouse, OEM USB standard 104 Keys keyboard		
17.	Speakers	Stereo Sound Speakers (built in with Monitor)		
18.	Ethernet	Integrated Gigabit Ethernet Controller with IPV6 complaint		
19.	USB Port	4XUSB 2.0, 2XUSB 3.0 (minimum 2 ports at front side of CPU)		
20.	Other Ports	Mic in, speaker out, RJ 45, VGA/Display Port Out/HDMI		
21.	Power Supply/ Adaptor	Optimum wattage SMPS to support full use of system with all USB PORTS utilized		
22.	Hardware Drivers	Vendor to provide drivers preloaded Operating System		
23.	Warranty	5 years onsite comprehensive warranty support		

Unit Price (including Taxes): .....

**Printer**

S.N.	Particulars	Specification	Compliance Yes/No	Details of Deviation, if any
1.	Type of Printer	Single Function Laserjet, duplex, Monochrome, Network printer,		
2.	Internal Memory	32 MB or Higher		
3.	Duty Cycle	Monthly Duty cycle 5000-10000,		
4.	Print Speed	Upto 25 PPM,		
5.	Supported Operating Systems	Windows 10, Windows 8, Windows 7, Windows Vista, Windows XP, Windows Server 2008, Windows Server 2003, Mac OS X v10.4 - v10.6, Linux, Ubuntu, Unix,		
6.	Ports	Ethernet and USB support.		
7.	Warranty	5 years onsite comprehensive warranty support		

Unit Price (including Taxes): .....

All the terms and conditions of the tender for supply, delivery & installation of Desktop Computers and Printers are acceptable to me.

Signature of Contractor with Seal

## 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 supply, delivery & installation of Desktop Computers and Printers 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)