

# The Calcutta High Court

Tender Notice for Comprehensive Annual Maintenance Contract of the Computer Hardware, Local Area Networking and other IT Peripherals Installed in High Court, Calcutta and District & Subordinate Courts in the State of West Bengal.

Tender Notice No. PPC/37/N/2014-15

Dated March 17, 2015

## Important Information:

1. Tender document download: From Calcutta High Court website:  
[www.calcuttahighcourt.nic.in](http://www.calcuttahighcourt.nic.in)

2. Last Date of Bid Submission: April 09, 2015 5.30 p.m.

3. Date of opening of Tender Bid: - April 10, 2015 3.30 p.m.

Address for submission of bids:

Office of the Central Project Coordinator,  
6th Floor, Sesquicentenary Building,  
High Court, Calcutta. Pin 700 001.  
Contact No: 033 2231 8896 (Office)

Venue for bid opening:

Office of the Registrar General, Appellate Side, High Court, Calcutta.

## THE CALCUTTA HIGH COURT

Ref No. PPC/37/N/2014-15

Dated: March 17, 2015.

Bid Document for Comprehensive Annual Maintenance Contract of the Computer Hardware, Local Area Networking and other IT Peripherals Installed in the High Court of WEST BENGAL and District and Subordinate Courts in the State of West Bengal.

### NOTICE INVITING TENDER

Ref No. - PPC/37/N/2014-15

Dated: March 17, 2015.

Sealed tenders are invited for the Comprehensive Annual Maintenance Contract of the Computer Hardware, Local Area Networking and other IT Peripherals installed in the High Court of West Bengal and District and Subordinate Courts in the State of West Bengal from Manufacturing Companies (OEM), reputed Vendors/Dealers, registered, bonafide, experienced and eligible firms who have executed similar nature of annual maintenance contract work in Government Ministries/Departments, Semi-government organizations including Public Sector Undertakings and reputed private organizations and satisfying all other terms and conditions in this tender document. The complete tender document may be downloaded from the website [www.calcuttahighcourt.nic.in](http://www.calcuttahighcourt.nic.in). All other terms and conditions for submission of tender are contained in the tender document. If the date of submitting/opening of the Bid is declared as holiday then the bids shall be submitted / opened on next working day.

*The High Court, Calcutta reserves the right to accept or reject any or all bids without assigning any reason thereof.*

**Registrar General**

**High Court, Calcutta.**

### TERMS AND CONDITIONS

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

The contract will be initially for a period of One year which may be extended further from time to time on mutual agreement subject to satisfactory performance of the contractor and will also depend upon the price trend for the services/products in the market on the date of extension.

## **SCOPE OF WORK:-**

1. The place of performance will be the Calcutta High Court **and District & Subordinate Courts** in the State of West Bengal.
2. It will be duty of the Contractor to have the credentials of the Service Engineers verified and certified.
3. It must be noted that number of Computer Hardware and other peripherals may increase or decrease at the sole discretion of the High Court of West Bengal, Calcutta. In that case, payment will increase/decrease proportionately.
4. Any other work of similar nature assigned by the High Court, Calcutta.
5. Attending to complaints raised by various sections / individuals / user of the High Court of West Bengal, Calcutta and District Courts on daily basis.
6. Onsite preventive and corrective maintenance of Computer Hardware, Local Area Network and other peripherals installed in the High Court of West Bengal, Calcutta and Subordinate Courts in the State of West Bengal.
7. The maintenance contract will include necessary repairs to the installed Computer Hardware and replacement of defective/damaged parts, components and other *accessories* free of cost, except for the consumable items. The list of Exceptions and consumables should be indicated in the Technical bid.
8. The maintenance contract also includes removal of virus, software patch updating, system administration, network administration, software support /troubleshooting and Network maintenance & management in order to keep the computer system fully operational. The contractor will be responsible for providing virus free computing environment at the High Court of West Bengal, Calcutta and to the District Court in the State of West Bengal.
9. The comprehensive maintenance services will be provided on all working days from **09:30 Hrs to 18:30 Hrs (Monday to Saturday)**. Provision of availability of service engineers on Sundays or other holidays and at late Night should be made in case of emergency.
10. Maintaining daily log file of all the complaints and its solution.
11. The contractor shall provide maintenance services through qualified experienced and competent resident engineers. One resident engineer and one network engineer shall be deployed at the High Court, Calcutta and, three onsite Resident Engineers are to be posted at locations as decided and intimated by Calcutta High Court.

The role of these Engineers to be as follows:-

- a. The onsite engineer responsible for hardware maintenance should have expertise to cover all items of Desktop Computers, Laptop Computers, DMP Printers, Laser Printers, UPS and all Networking active & passive components.
- b. Provide user software support services including virus cleaning/patch installation, software installation, etc. He should be well conversant with the latest trends in trouble shooting of computing equipment and network monitoring tools.
- c. To carry out preventive maintenance of Computer Hardware and peripherals covered under this maintenance contract on every six month.
- d. To take all necessary steps to make Local Area Network functional all the time.

13. The contractor shall also provide one Network cum system administrator and one Project Coordinator.

13.1 The role and qualification of the Network cum System Administrator will be as follows:-

**Qualification:** B.E. Computer/E&C)/Diploma/ Certification like CCNA/CCNP /PIX/CCSA with 2 year post certification experience. The candidate should be well versed with Routing and Switching devices and technologies.

### **Role & Responsibilities**

Responsible for network uptime, security, performance, monitoring and other related services. The candidate should be well versed with Routing and Switching devices and Wireless, Broadband and Protocol Analysis Tools. Must have beginner to intermediate skills in Information Security technologies like Anti-virus, Firewalls, IPS, Content Filtering, Encryption, VPN and Threat Management and be familiar with Information Security Audit parameters.

1. Resolution of internetworking issues in all Court Complexes.
2. Configuring network devices and implementing network solutions, security protocols, interfaces etc., should have sound knowledge of LAN/WAN and virtual private network, switches, routers etc.
3. Level II support includes basis troubleshooting of network related issues including resolution outages/incidents as well as more advanced Service Request functions.

4. Implementation and support of IP addresses, router table entries, network filters, and any other applicable operational configuration parameters for all managed Network devices.
5. Preparation and Implementation of Network security policies, procedures, and reporting mechanisms including logical access strategies and standards relevant to the services.
6. Proposing policies for data security preservation /log maintenance etc. for the best interest of this High Court in consultation with the Central Project Coordinator.
7. Server configuration.
8. Linux Server Administration.
9. Fine tuning and backup of the Servers.
10. Performance optimization of Servers.

**Roles and qualification of the Project Coordinator (Onsite/ Offsite) will be as follows:-**

Diploma (Computer Engineering, IT Electronics) with two years or more experience in handling such projects with basic knowledge of Windows & Linux OS, Networking and MFP usage etc.

**Role & Responsibilities:-**

1. First level support to users to resolve the problems reported by users of the High Court and District & Subordinate Courts.
2. Lodging complaints with respective Resident Engineers and follow up to resolve the same at the earliest.
3. Coordination with engineers for problem resolution.
4. Call management system (CMS) operations: Call logging, call closure and report generation. A web based module should be used for this purpose to automate this process.
  - a. User confirmation/feedback after resolving the complaint is required.
  - b. All the complaints registered and resolved on a single day should be reported at the end of the day to person as appointed by the High Court.

14. The parts/components/sub-assemblies used for repair/replacement by the contractor will be of the same/equivalent or higher make and functional capability as originally available in the systems. Except consumables like cartridges ribbons, laser printers toner, CDs, Teflon, UPS Battery, Maintenance Kit, Printer Head of DMP, the contractor will arrange all other parts/components/sub-assemblies free of cost for maintaining the system in perfect working condition. The Burned and physical damage parts is not to be covered.

15. The Computer Hardware items that are not serviceable by the agency due to obsolescence of technology or non-availability of Parts/components/ assemblies will be withdrawn from the maintenance contract. The decision of the High Court, Calcutta regarding non availability and obsolescence of technology will be final. Withdrawal of such computer hardware shall be communicated to the High Court and equivalent maintenance charges shall be deducted from the amount due for payment to the agency. The Computer hardware items and other Peripherals proposed to be covered under this maintenance contract is enclosed along with this tender document and mentioned in price bid.

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 providing Annual Maintenance of Laptop Computers in Central Government/State Government Departments/Public Sector Undertakings/Autonomous Bodies. Possession of valid ISO 20000-1 and 27001 Certificate in the same field is mandatory.

B. Average Annual Financial turnover of the bidder during the last 3 years, ending 31st March of previous financial year i.e. 2014 should be at least Rs. 5 Crore in the field of annual maintenance of the Computer Hardware. CA Certificate should be attached.

C. The bidder should be profit making organization in the last three Financial Year.

**“Documentary proof needs to be submitted for the above.”**

Copies of the following documents should be submitted along with the Bid.

- a. Audited Profit & Loss Account of last three years i.e. 2011-12, 2012-13 and 2013-14.
- b. Service Tax Certificate.
- c. Income Tax PAN No.
- d. Income Tax Return for the last three years i.e. 2011-12, 2012-13 and 2013-14.
- e. Bidder must also have ISO20000-1 and ISO 27001 certification covering Computer Maintenance and Repair services.

- f. Latest Service Tax Return.
- g. Documents regarding Experience of 5 years in providing similar services in Central Government / State Government /Public Sector Undertakings /Autonomous Bodies.
- h. The AMC service provider shall produce tender specific authorization from M/s HP for back to back arrangement for HP Server spare parts.. .
- i. The copies of 5 work orders and contract executed by the bidder is to be submitted along with the bid. The work order / contract may have AMC of 2000 IT Equipments and peripherals which may include Desktop Computers, Laptop Computers, Printers, Scanners, Copier Machines, Network Switches and other IT gadgets.
- j. Experience in comprehensive annual maintenance of Computer Hardware like Desktop / Laptop Computers, Printers( Dot matrix + Laser) , UPS etc. during last 5 years ending last day of month previous to the month of publication of this tender should be following:
- k. Three similar Computer Hardware annual maintenance contract work undertaken within last 5 years, each costing not less than the amount of Rupees 50 Lakhs value by the bidder.

**6. Evaluation of Bids:**

(i) The technical bid and the financial bid shall be sealed by the bidder in separate covers duly super-scribed and both these sealed covers are to be put in a bigger cover which will also be sealed and duly super-scribed. 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 contract.

(ii) Filling up of all the columns in Techno-Commercial Bid and Price Bid is compulsory.  
**(Enclosed at Annexure I & II).**

**7. Earnest Money Deposit:**

The Quotations should be accompanied by Earnest Money Deposit (EMD) of an amount of 2.5 Lakh, 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 form drawn in favour of the Registrar General, Calcutta High Court, Calcutta, without which the quotations will not be considered. The earnest money will be returned to all the unsuccessful Tenderers after finalization of the Contract without interest.

**8. 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 Registrar General, Calcutta High Court, Calcutta. Performance Security will remain valid for a period of thirty 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 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 Calcutta High Court, Calcutta 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.

**9. Other terms and conditions:**

- i. The Hon'ble High Court, Calcutta has the right of accepting or rejecting any or all tenders without specifying any reason(s) thereof. The High Court is under no obligation to accept the lowest tender.
- ii. There is no obligation on the part of the High Court, Calcutta to inform the unsuccessful tenderer of the outcome of the tender process and reasons for rejection of tender.



- iii. The payment may be made in two installments, first after six months from the date of entering the Contract and the second on successful completion of the Contract based on the performance.
- iv. It shall be mandatory on the part of the firm to conduct routine checks to maintain the IT Hardware in perfect working condition and to submit the routine check reports on quarterly basis to the High Court, Calcutta.
- v. A surprise check may be conducted by the Registry of the Calcutta High Court, Calcutta to ascertain the performance of the equipment.
- vii. Rates offered in the tender will not be enhanced during the period of contract.
- viii. The rates finally approved/accepted by the Calcutta High Court, Calcutta, shall be valid for the whole of the contract tenure and no upward revision will be allowed under any circumstances whatsoever.
- ix. 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 who has approved the award of the contract.
- x. The successful tenderer will be required to furnish performance security deposit amounting to 5% of the contractual value within 10 (ten) days from the date of acceptance of tender. The security deposit shall be in the form of FDR through any /commercial /nationalized bank in favour of Registrar General, Calcutta High Court, Calcutta or unconditional Bank Guarantee of any / Commercial /Nationalized Bank of equal amount. The security deposit money will be refundable only after the expiry of the contract without interest. The security deposit will be forfeited if during the period of contract your services are found to be unsatisfactory in any respect.
- xi. The contract can be terminated by the High Court, Calcutta, at any time without assigning any reason if the work of the contractor is found unsatisfactory. In this respect, the decision of the High Court, Calcutta, will be final and binding on the contractor. The High Court, Calcutta, reserves the right to accept or reject any bid in whole or in part without assigning any reasons thereof.

- xii. The bills in triplicate for the services prepared on the basis of rates will have to be submitted in favour of Calcutta High Court, Calcutta for effecting payment. No advance payment shall be made for the services.
- xiii. The job carried out shall be to the satisfaction of the High Court, Calcutta after getting certification from the concerned District Judge and Judicial Officers failing which deductions @ 5% of the total bill shall be made. Depending upon the severity of negligence, the High Court, Calcutta, 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, Calcutta. The decision of the High Court, Calcutta shall be final and binding on the firm/agency.
- xiv. Premature withdrawal of the tender by the tenderer shall make him liable for forfeiture of the earnest money.
- xv. All the pages of the tender document should be serially numbered and duly stamped and signed by bidder.
- .xix. The High Court, Calcutta, reserves the right to review the performance whenever it so desires, and also to terminate the contract at any point of time during the tenure of the contract in case the performance and the service rendered by the contract firm is found to be unsatisfactory. The decision of the High Court, Calcutta, 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.
- xx. The High Court, Calcutta, 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.
- xxi. The AMC service provider shall produce tender specific authorization from M/s HP for back to back arrangement for HP spare parts.

**(REGISTRAR GENERAL)  
HIGH COURT, CALCUTTA.**

## Appendix-1

Tender Reference No.:

Bidder profile

Sr. No	Details	Page No.
1.	<b>Registered Office address</b>  Fax Number e-mail	
2.	<b>Correspondence/ contact address</b>	
3.	<b>Details of Contact person</b> (Name, designation, address etc.) Telephone Number Fax Number e-mail	
4.	<b>Is the firm a registered company? If yes, submit Documentary Proof.</b> <b>Year and Place of the establishment of the Company</b>	
5.	<b>Former name of the company, if any.</b>	
6.	<b>Is the firm</b>  · Government Public Sector undertaking propriety firm  · Partnership firm (if yes, give partnership deed)  · Limited company or Limited Corporation  · Member of a group of companies (if yes, give name and address, and description of other companies)  · Subsidiary of a large corporation (if yes give the name and address of the parent organization) If the company is subsidiary, state what involvement if any, will the parent company have in the project.	
7.	<b>Is the firm registered with sales tax department? If yes, submit valid sales tax registration certificate.</b>	
8.	<b>Is the firm registered for service tax with Service Tax department? If yes,</b>  <b>Submit valid service tax registration certificate</b>	

9. What type best describes your firm?

- Manufacturer
- Supplier
- System Integrator
- Consultant
- Service Provider (Pl. specify details)
- Software Development
- Total solution provider (Design, Supply, Integration, and O&M)
- IT Company

10. Number of Offices / Project Locations

11. Is your organization ISO20000-1 and ISO 27001 certification covering Computer Maintenance and Repair Services?

12. List the major clients with whom your organization has been/ is currently associated.

13. Have you ever been denied tendering facilities by any Government/Department/Public sector Undertaking? (Give details)

Signature of Bidder (with official seal) Date

Name

Designation

Address Telephone Fax

E-mail address

## Appendix- 2

### Financial Information summary

Tender Reference No.:

S. No.	Name of the Bidder	Turn over (Rs. Crores)	Total of 3 Financial Years
		2011-12	
		2012-13	
		2013-14	

Note: Please enclose balance sheet and profile & Loss statement and CA Certificate.

Signature of Bidder

Name

(With official seal)

Date

Designation

Address Telephone Fax

E-mail address

### Price Bid

SI no	AMC	Qty	Rate	Tax	Total
1	Rack Servers 1 U	54			
2	Rack Servers 2 U	108			
3	Racks for Server 36 U	77			
4	L3 Switches	26			
5	L2 Switches 8 Port	126			
6	L2 Switches 24 Port	180			
7	Router	22			
8	KVM Switch	77			
9	Slim Client	911			
10	Thin Client	2372			
11	Laser Printers	765			
12	Laser MFP Printers	85			
13	DMP Printers	911			
14	Modem	78			
15	SFP modules	360			
16	UPS 2KVA	56			
17	UPS 1 KVA	27			
18	UPS 500 VA	757			
19	DG Set	77			

**BIDDER Signature:**

**Name:**

**Designation:**

**Address:**

**Date:**

**Seal:**