

# THE DISTRICT COURT, ALAPPUZHA

No.CS-01/2014

District Court, Alappuzha – 688013  
Ph.No.0477-2262496  
Fax No.0477-2264176  
e-Mail : districtcourtalp@kerala.gov.in

## LIMITED TENDER NOTICE

**Sub:- Comprehensive AMC of Computers and ICT Equipments installed in Subordinate Courts – Inviting Limited Tenders.**

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Limited Tenders in sealed covers are invited for undertaking Comprehensive Annual Maintenance Contract of Computers and ICT Equipments installed in the various courts in the Alappuzha Judicial District for the period of one year from the date of execution of Agreement.

The Tender should clearly mention what all the peripherals are covered and services offered under the AMC and also the Terms & Conditions. Any chargeable replacement items should be noted separately with buy back rate. The purchase shall be strictly in accordance with the provisions contained in the store purchase rules.

The locations are stated in Annexure – I and item wise description, specification and estimated cost are stated in the Annexure-II. Further details, if any, can be obtained from the office of the District Court, Alappuzha on all working days between 10 am to 5 pm and visit us in [ecourts.gov.in/kerala/alappuzha](http://ecourts.gov.in/kerala/alappuzha).

The tender should be superscribed “**THE TENDER No.01/2014 FOR UNDERTAKING AMC OF COMPUTERS AND ICT EQUIPMENTS**” and should be addressed to the District Judge, Alappuzha. The tender documents also requires a preliminary agreement on Rs.100/- Stamp paper in prescribed form and deposit of 2.5% of estimated amount as Earnest Money. The quoted rate including tax should not exceed the estimated amount in the Annexure-II. Last date of receipt of tenders will be 10-12-2014 at 4 pm. Tenders received thereafter will not be accepted. The tenders will be opened by the purchase committee at District Court, Alappuzha on 12-12-2014 at 4 pm. Those who interested can obtain the tender form the District Court Office by remitting cost of Rs.600+5% VAT, in cash/DD in favour of District Judge, Alappuzha.

// True Copy//

Sd/-  
DISTRICT JUDGE

(By Order)

  
Sheristadar

Alappuzha  
13.11.2014

**ANNEXURE-I**

- 1 The District Court Complex, Alappuzha.
- 2 The Chief Judicial Magistrate Court, Alappuzha.
- 3 The Judicial 1<sup>st</sup> Class Magistrate Court –II, Alappuzha.
- 4 The Judicial 1<sup>st</sup> Class Magistrate Court, Ambalappuzha.

ANNEXURE-II					
SL NO	MODEL NAME	SPECIFICATION	SERIAL Nos.	No. of devices	Estimate Amount
1	Wipro NetPower Z2204-NC	RACK MOUNT SERVER - 2*XEON E5410 2.33G 133F 12M - OS LINUX / 2*147 GB 15K RPM / 4*2 GB DDR2 667 / SLIM DVD WRITER	BLR00100033 BLR00100034	2	20183
2	COMBO LCD CONSOLE	17" Combo LCD Console Rack Mount Monitor / Foldable (1U Form Factor ) with Keyboard & Mouse / Connected to KVM Switch	AF39300185	1	4256
3	KV-U00801 KVM SWITCH	1 U Rack Mountable 8 Port KVM Switch	J101686	1	1373
4	Uniline 2VA UPS w/120 mins BU	26 AH X 16 BATTERY	ULP-2K9F-9002	1	6583
5	CISCO CATALYST 2960	24 PORT 10/100 NETWORK SWITCH	FOC1333V016, FOC1333V01S, FOC1333V01U, FOC1333V01Z, FOC1333V021, FOC1333V022, FOC1333V029	7	31930
6	Seagate FreeAgent Go 250GB USB HDD	250 GB External Hard Disk	2GE2F0H2	1	348
7	Hitachi CPRX70 Portable Projector	LIQUID CRYSTAL PROJECTOR / 1.6cm PANEL / TFT ACTIVE MATRIX DRIVE SYSTEM / 786,432 PIXELS (1024x786) / 160W UHB LAMP / 1 W x 1 SPEAKER / COMPUTER IN 2 x 15 PIN / S-VIDEO / VIDEO / STERIO AUDIO IN	F8KE22821	1	3717
8	Avision AV610C2 Scanner	A4 DOCUMENT SCANNER WITH ADAPTOR	CN1093B5U2B00018, CN1093B5U2B00024, CN1093B5U2B00010, CN1093B5U2B00020	4	6163
9	HP Thin client- VC4725 LNX 2GF/1GR SPL TC	HP THIN CLIENT NL166PC-ACJ VC4725 LNX / 2GF / 1GR SPL TC / TFT LCD MONITOR / PS2 KEYBOARD / MOUSE / POWER ADAPTER (3.42 A, 19V DC)	3CH92100DT, 3CH92100FT, 3CH92100Q4, 3CH921004V, 3CH92100MR, 3CH92100NV, 3CH9210063, 3CH9210072, 3CH92100PM, 3CH9210038, 3CH921003S, 3CH9210045, 3CH921004X, 3CH9210069, 3CH921006P, 3CH921006S, 3CH9210081, 3CH921008F, 3CH921008R, 3CH9210090, 3CH921009K, 3CH92100B9, 3CH92100BK, 3CH92100BX, 3CH92100BY, 3CH92100CH, 3CH92100HC, 3CH92100JL, 3CH92100JR, 3CH92100KJ, 3CH92100KY, 3CH92100NX, 3CH92100Q2	33	35371

SL NO	MODEL NAME	SPECIFICATION	SERIAL Nos.	No. of devices	Estimate Amount
10	Samsung ML 2245 Printer	A4 Size Laser Printer / 22 ppm	144TBKCS100464, 144TBKAS200193, 144TBKCS101080, 144TBKAS200105, 144TBKAS200145, 144TBKCS100392, 144TBKCS100488, 144TBKCS100491, 144TBKCS100745, 144TBKCS100754, 144TBKCS100765	11	3927
11	Uniline 500VA UPS w/ 120 mins BU	26 AH X 4 BATTERY	2K9F-166F, 2K9F-167E, 2K9F-168E, 2K9F-169E, 2K9F-170E, 2K9F-171E, 2K9F-172E, 2K9F-173E, 2K9F-175E, 2K9F-176E, 2K9F-177E, 2K9F-178E, 2K9F-210E, 2K9F - 98E	14	21120
12	WEP HQ 1070+DX Dot Matrix PRINTER	136 column / 24 pins DOT MATRIX PRINTER WITH PARALLEL CABLE	9FHI106235, 9FHI106350 9FHI106371, 9FHI106253 9FHI106258, 9FHI106372 9FHI106375, 9FHI106378 9FHI106391, 9FHI106392 9FHI106437	11	7396
13	Wipro I Value WIV37515	WIV37515 / PEN-DUAL CORE E2220 2.4g / 800F / 1M /2*1 GB DDR2 800 / 250GB SATA2 7200 RPM HDD / DVD ROM IDE / LINUX OS / BILINGUAL KEYBOARD PS-2 / MOUSE USB 2BTN W-SCROLL OPTICAL / TFT-17 CLR MONITOR w/TCO / MATX CHASSIS SLIM	BLT00100502, BLT00100506 BLT00100520, BLT00100521 BLT00100518, BLT00100519 BLT00100510, BLT00100511 BLT00100512, BLT00100513 BLT00100514, BLT00100515 BLT00100516, BLT00100517	14	21830
14	KELTRON PC	Intel Core i3 , Intel / chipset motherboard / 4 GB DDR3 RAM / 500 GB SATA HDD / DVD Writer / Integrated Graphics, Sound and LAN / Keyboard / Optical Scroll Mouse / ATX Cabinet with SMPS / 18.5" LCD Monitor.	3124DP5647	1	2522
15	EPSON ACULASER M1400	A4 Size Laser Printer / 24 ppm	PCYZ042582	1	421
16	HYKON 600 VA Offline ups	600 VA Offline UPS with 40 AH SMF Battery		1	740
		<b>TOTAL</b>		<b>104</b>	<b>167880</b>

## Conditions:-

01. Intending tenderers may, on application to the Principal District and Sessions Judge, Alappuzha obtain the requisite tender forms on which tenders should be submitted. Application for the tender form should be accompanied by a cash remittance of Rs.600/- + 5% VAT which is the price fixed for a form/set of forms and which is not refundable under any circumstances. The tender forms are not transferable. Sale of tender forms will be closed on 25.11.2014 at 3 PM. Cheques, postage stamps etc will not be accepted towards the cost of forms, nor will the forms be sent per VPP. The tenders should be superscribed with tender Number and name of the stores articles and addressed to the Principal District and Sessions Judge, District Court Alappuzha, Kerala. Late tenders will not be accepted.

02. The tenders should be submitted in two separate parts containing Technical and Financial bid in separate sealed envelopes clearly superscribed and should be put together in a large envelope, all envelopes sealed and superscribed with "Tender No. and name of item". If any offer contains technical bids and financial bids together in one envelop, such offers shall be rejected outright.

03. Opening of Tenders:- Technical bids of the offers received with requisite EMD or Bid security with samples will be opened on 12.12.2014 at 4 PM in the presence of the representatives of the firms who may be present at that time, All tenders receive without EMD will be rejected, outright. The technical bids will be evaluated by a Technical Evaluation Committee and those that do not conform to the specifications will be rejected. The financial bids of the technical qualified tenders only will be considered for opening at a later date. The date for opening of financial bids will be intimate to the concerned suppliers. Unopened financial bids of the technically disqualified bidders shall be returned to them. All prices quoted should be inclusive of all levies and taxes. Customs duty if any should be mentioned specifically.

04. All the tenderers who quote for the supply of above equipments are required to be ready for demonstration of equipments.

05. Intending Tenderers may, on application to District Judge, Alappuzha requisite tender forms on which the tenders should be submitted or download the tender forms form the District Court website [www.ecourts.gov.in/kerala/alappuzha](http://www.ecourts.gov.in/kerala/alappuzha). The tenders who download forms should submit the required tender value as a Demand Draft along with tender.

06. Earnest Money Deposit(EMD) should be 2.5% of the total estimated cost, furnished along with the tender. EMD may be submitted either in crossed Bank Draft/Treasury Savings Bank Deposits/Government Promissory Notes/Bank Guarantee or National Saving Certificates drawn in favour of the District and Sessions Judge, Alappuzha. The name of the firm and Tender number should be mentioned in the reverse side of the EMD and tender cost. Firms

which are exempted from furnishing EMD should produce a copy of relevant authorized document for verification. Without EMD, the Tenders will be rejected.

07. Intending Tenders also shall include charges for installation (of technical item), training of officers and onsite support.

08. Specifications and list of items of each tender shall be obtainable from District Court during working hours or from the website as mentioned above. The firms should also furnish the detailed specifications, make, brochures, Test Report from Govt. Laboratories / Agencies, (wherever possible) technical support network in Kerala etc. of the equipments along with the Tenders. The Tenders without detailed specifications of quoted items, Brochures, make etc are liable to be rejected forthwith. The tenders without separate envelope and without super scribing the Tender number etc may be rejected.

09. Preference will be given to the products submitted by the manufacturer or their authorised dealers having authorisation from the original equipment manufacturer. Similarly preference will be given to the Tenderers having experience of supplying similar/same items to Govt. Departments or Organisations, for which the Tenderer has to produce proof of purchase/installation/satisfactory of the customer.

10. In the case of Foreign Equipments, the rates are to be quoted in Indian Rupees also. Preference will be given to those who are ready to supply the item without opening Letter of Credit. No advance payment will be made at any circumstances.

11. As the items are urgently required, the successful tenderer will have to supply the items without loss of time.

12. Samples will have to be submitted free of cost whenever necessary, which would be returned only after the supply is effected. The firms should be ready to show live demonstration of technical equipments at their own risk and cost.

13. District Court, Alappuzha is not liable to send any individual communication. Court is not responsible to return the samples after verification. The rates quoted should be valid and firm till the acceptance of tender.

14. The District Judge, Alappuzha is empowered to reject any tender without assign any reason.

15. For any further clarification please contact Sheristadar, District and Sessions Court, Alappuzha or Computer Cell, District Court, Alappuzha.

16. All purchases should be according to the Store Purchase Manual and concurrence of the Hon'ble High Court of Kerala.

APPENDIX VI  
**THE DISTRICT & SESSIONS COURT, ALAPPUZHA**

**Tele : 0477-2262496**

**FAX : 0477-2264176**

**e-Mail: districtcourtalp@kerala.gov.in**

**TENDER DOCUMENT FOR ANNUAL MAINTENANCE CONTRACT(AMC)  
FOR COMPUTERS AND ICT EQUIPMENTS  
(Tender No.CS-01/2014 Dated: 13.11.2014)**

From

To

The District & Sessions Judge,  
Alappuzha.

Sir,

I/We hereby tender to supply, under the annexed general conditions of contract; the whole of the articles referred to and described in the attached specification and schedule, or any portion thereof, as may be decided by Government, at the rates quoted against each item. The articles will be delivered within the time and at the places specified in the schedule.

\*I / We am / are remitting / have separately remitted the required amount of Rs. .... (Rupees ..... only) as earnest money.

Yours faithfully

Signature .....

Address.. ..

Date:

\*(To be scored in cases where no earnest money deposit is furnished)

## GENERAL CONDITIONS

Sealed tenders are invited for the supply of the materials as specified in the schedule below/attached.

1. The tenders should be addressed to the officer mentioned below in a sealed cover with the tender number and name shown below duly super scribed on the cover.
2. The tenders should be in the prescribed form which can be obtained from the officer mentioned below on payment of the price which is also noted below. Duplicate copies of tender forms will also be issued at the rate specified below. The cost of tender forms once paid will not be refunded. Tenders which are not in the prescribed form are liable to be rejected. The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection.
3. Intending tenderers should send their tenders so as to reach the Officer mentioned below, on due date and time (noted below). No tender received after the specified date and time will be accepted on any account. The rates will be considered firm for acceptance till the date mentioned below. Tenders not stipulating period of firmness and tenders with price variation clause and/or 'subject to prior sale' condition are liable to be rejected.
4. (a) Every tenderer who has not registered his name with the state Government (Stores Purchase Department), should send along with his tender, an earnest money of one per cent of the total cost of the articles tendered for (rounded to the nearest rupee) subject to a minimum of Rs- 1500, if the amount calculated at one per cent of the value of the articles tendered for falls below Rs- 1500. The amount may be paid either by remittance into any Government Treasury in chalans in duplicate, duly countersigned by the officer mentioned below or by Demand Drafts (crossed) on the local branch of State Bank of Travancore/State Bank of India drawn in favour of the officer mentioned below. In the case of remittance into the treasury, chalan receipt should be forwarded along with the tender. Cheques will not be accepted. The earnest money of the unsuccessful tenderers will be returned within a period of one month after the tenders are settled; but that of the successful tenderers will be adjusted towards the security that will have to be deposited for the satisfactory fulfillment of the contract. "If the Earnest Money Deposit of the successful tenderer is not refunded within three months of finalization of the contract interest at the rate of interest paid for S.B. accounts by nationalized banks will be paid on the Earnest Money Deposit".  
  
(b) Tenderers whose names are registered with Government (Stores Purchase Department) are generally exempted from furnishing earnest money for such articles for which they have registered their names. If they tender for stores other than those for which they have registered their names, they will have to furnish earnest money as in the case of unregistered firms. Registered firms will have to quote invariably in every tender they submit the



registration number assigned to them by the Stores Purchase Department.

(c ) (i) Micro, Small & Medium Enterprises and Cottage Industries and Industrial co-operatives within the State which are certified as such by the Director of Industries and commerce or by the Regional Joint Directors of Industries and Commerce will be exempted from furnishing earnest money deposits in support of tenders submitted by them to Government Departments. The Khadi and village Industries Co-operative Societies and the institutions registered under the Literary, Scientific and Charitable Societies Act and financed by the Kerala Khadi and Village Industries Board within that State which are certified as such by the Secretary, Kerala Khadi Village Industries Board will be exempted from furnishing earnest money deposits in support of tenders submitted by them to Government Departments. Government Institutions/State Public Sector Industries which manufacture and supply stores will also be exempted from furnishing earnest money for tenders submitted by them.

(ii) Micro and Small Enterprises and Industrial Co-operatives within the State which have been registered as such with the Industries Department (Department under the control of the Director of Industries and Commerce) on furnishing proof of such registration will be exempted from furnishing security deposit against contracts for supply of stores manufactured by them provided that an officer of and above the rank of Deputy Director of Industries and commerce having jurisdiction over the area also certifies to the soundness and reliability of the concerns to undertake the contracts. The Khadi and Village Industries Co-operative Societies within the State which have been registered as such with the Kerala Khadi and Village Industries Board and the institutions registered under the Literary, Scientific and Charitable Societies Act and which are financed by the Board within the State on furnishing proof of such registration will be exempted from furnishing security deposits against contracts for supply of stores manufactured by them provided that the Secretary, Kerala Khadi and Village Industries Board also certifies to the soundness and reliability of the concerns to undertake the contracts. Government Institutions or any Institutions listed in Annexure 16 which supplies stores, and Government of India Undertaking will also be exempted from furnishing security in respect of contracts for supply of stores.

(d) In the matter of purchase of stores by the State Government Departments, Small Scale Industrial Units sponsored by the National Small Scale Industries Corporation Limited, New Delhi and in respect of which competency certificates are issued by the Corporation will be exempted from payment of Earnest Money Deposits and Security Deposits.

(e) The exemption stipulated in clauses (b), (c) and (d) above will not however, apply to tenders for the supply of raw materials or dietary articles or stores on rate or running contract basis.

5. The tenders will be opened on the appointed day and time in the office of the undersigned, in the presence of such of those tenderers or their nominees who may be present at that time.
6. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money if, any, deposited by him will be forfeited to Government or such action taken against him as Government think fit.
7. Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.
8. (a) The tenderer shall clearly specify whether the articles offered bear Indian Standards Institution Certification Mark or not. In such cases, they shall produce copies of Certification mark along with their tender in support of it.  
  
(b) Tenderers shall clearly specify whether the goods are offered from indigenous sources, from imported stocks in India or from foreign sources to be imported under a license. Government reserves the right to reject offers for import of goods if the Import Trade Control Policy in force at the time of award of the contract prohibits or restricts such imports.
9. The final acceptance of the tenders rests entirely with the Government who do not bind themselves to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them.
10. In the case of materials of technical nature the successful tenderer should be prepared to guarantee satisfactory performance for a definite period under a definite penalty.
11. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfillment of the contract within the period to be specified in the letter of acceptance.

The contractor shall have to pay all stamp duty, lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out in para 12 below.

12. (a) The successful tenderer shall, before signing the agreement and within the period specified in the letter of acceptance of his tender deposit a sum equivalent to 5 per cent of the value of the contract as security for the satisfactory fulfillment of the contract less the amount of money deposited by him along with his tender. The amount of security may be deposited in the manner prescribed in clause 4 supra or in Government Treasury Savings Bank and the Pass Book pledged to Purchasing Officer or in Fixed Deposit Receipts of State Bank of Travancore/State Bank of India endorsed in favour of the above officer. Letters of guarantee in the prescribed form for the amount of security from an approved Bank will also be considered enough at the discretion of government. If the successful tenderer fails to deposit the security

and execute the agreement as stated above, the earnest money deposited by him will be forfeited to Government and contract arranged elsewhere at the defaulter's risk and any loss incurred by Government on account of the purchase will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby. If the defaulting firm is a registered firm their registration is liable to be cancelled.

(b) In cases where a successful tenderer, after having made partial supplies fails to fulfil the contracts in full, all or any of the materials not supplied may at the discretion of the Purchasing Officer, be purchased by means of another tender/ quotation or by negotiation or from the next higher tenderer who had offered to supply already and the loss, if any, caused to the Government shall thereby together with such sums as may be fixed by the Government towards damages be recovered from the defaulting tenderer.

(c) Even in cases where no alternate purchases are arranged for the materials not supplied, the proportionate portion of the security deposit based on the cost of the materials not supplied at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.

(d) If the contractor fails to deliver all or any of the stores or perform the service within the time/period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated, damages, a sum equivalent to 0.5% or 1% of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performance, upto a maximum deduction of 10% of the contract prices of the delayed stores or services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.

13. The security deposit shall, subject to the conditions specified herein, be returned to the contractor within three months after the expiration of the contract, but in the event of any dispute arising between the Department concerned and the contractor, the Department shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from Government to the contractor. In all cases where there are guarantee for the goods supplied the security deposit will be released only after the expiry of the guarantee period. If the Security is not released even after the completion of one year, from the date of expiry of the period of contract provided there are no complaints against the contractor. Interest at the rate of interest paid for S.B. accounts by nationalized banks will be paid on the Security Deposit.

(a) "If the Earnest Money Deposit/Security Deposit is not released within the period specified for no fault of the Contractor, the loss incurred to Government shall be made good from the Officer responsible for the belated release of the Earnest Money deposit/Security Deposit."

14. (a) All payments to the contractors will be made by the Purchasing Officer in due course:-

- (i) either by Departmental cheques payable at the Kerala Government Treasuries; or
- (ii) by cheques or drafts on the Reserve Bank of India, State Bank of India and State Bank of Travancore (at any of their Principal Branches in India).
- (iii) in the case of supplies from abroad by drafts as may be, arranged between the contracting parties.

(b) incidental expenses incurred by the Government for making payments outside the district in which the claim arises shall be borne by the contractor.

15. The tenderers shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly within fifteen days/within one month of taking delivery of stores.

16. Ordinarily payments will be made only after the supplies are actually verified and taken to stock but in exceptional cases, payments against satisfactory shipping documents including certificates of Insurance will be made up to 90 percent of the value of the materials at the discretion of Government. Bank charges incurred in connection with payment against documents through bank will be to the account of the contractor. The firms will produce stamped pre-receipted invoices in all cases where payments (advance/final) for release of railway receipts/shipping documents are made through banks. In exceptional cases where the stamped receipts of the firms are not received for the payments (in advance) the unstamped receipt of the Bank (i.e., counterfoils of pay-in-slips issued by the Bank) alone may be accepted as a valid proof for the payment made.

17. The contractor shall not assign or make over the contract on the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the purchasing officer who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the sub-contractor upon such rescission. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.

18. (a) In case the contractor becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection on behalf of or his creditors, or in case any receiving order or orders, for the administration of his estate are made against him or in case the contractor shall commit any act

of insolvency or case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall, thereupon, after notice given by the purchasing Officer to the contractor, be determined and the Department/ Government may complete the contract in such time and manner and by such persons as the Department/Government shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the Government against the contractor or his sureties in respect of any breach of contract therefore committed by the contractor. All expenses and damages caused to Government by any breach of contract by the contractor shall be paid by the contractor to Government, and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

(b) The persons/contractors submitting tenders should produce a solvency certificate, clearly indicating to what extent they are solvent from the Tahsildar of the Taluk where they reside along with their tenders.

NOTE: The solvency certificate referred to above will apply only in the case of supply of the following articles viz., dietary articles, fuels, raw materials like roots, creepers, flowers etc., and provisions to hospitals and hostels, sundry articles etc.

19. (a) In case the contractor fails to supply and deliver any of the said articles and things within the time provided for delivery of the same, or in case the contractor commits any breach of any of the covenants, stipulations and agreements herein contained, and on his part to be observed and performed, then and in any such case, it shall be lawful for Government (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of the Government by an order in writing under the hand of the Purchasing Officer put an end to this contract and in case the Government shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses or other money shall then or any time during the continuance of this contract be payable by the contractor to the Government under and by virtue of this contract, it shall be lawful for the Government from and out of any moneys for the time being payable or owing to the contractor from the Government under or by virtue of this contract or otherwise to pay and reimburse to the Government all such costs, damages and expenses they may have sustained, incurred or been put to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and also all such difference in price, compensation, loss, costs, damages, expenses and other moneys as shall for the time being be payable by the contractor aforesaid.

(b) In case any difference or dispute arises in connection with the contract, all legal proceeding relating to the matter shall be instituted in the Court within whose jurisdiction the Purchasing Officer voluntarily resides.

20. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Purchasing Officer or Government or any other person authorized by Government and set off against any claim of the Purchasing Officer or Government for the payment of a sum of money arising out of or under any other contract made by the contractor with the Purchasing Officer or Government or any other person authorized by Government. Any sum of money due and payable to the successful tenderer or contractor from Government shall be adjusted against any sum of money due to Government from him under any other contracts.

21. Every notice hereby required or authorized to be given may be either given to the contractor personally or left at his residence or last known place of abode or business, or may be handed over to his agent personally, or may be addressed to the contractor by post at his usual or last known place of abode or business and if so addressed and posted, shall be deemed to have been served on the contractor on the date on which, in the ordinary course of post, a letter so addressed and posted would reach his place of abode or business.

22. The tenderer shall undertake to supply materials according to the standard sample and/or specifications

23. (a) No representation for enhancement of rates once accepted will be considered. However, in exceptional cases if Government is convinced of any compelling need for enhancement of rate, it may do so.

(b) In the case of imported goods, when the price accepted is the ex-site price quoted by the tenderer, the benefit of any reduction in the c.i.f. price should accrue to the purchasing Department of Government.

24. Any attempt on the part of the tenderers or their agents to influence the Department/Stores Purchase Department in their favour by personal canvassing with the Officers concerned will disqualify the tenderers.

25. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security in the even of default in supplies or failure to supply within the stipulated period.

26. Samples should be forwarded if called for and unapproved samples go back by the tenderers at their own cost. Samples sent by V.P. Post or 'freight to pay' will not be accepted. The approved samples may or may not be returned at the discretion of the undersigned. Sample sent by post, railway or plane should be so dispatched as to reach the Purchasing Officer not later than the date on which the tenders are due. In the case of samples sent by railway the receipt should be sent separately and not along with the tender since the tender will be opened only on the appointed day and demurrage will have to be paid if the railway parcels are not cleared in time. Government will not be responsible if any sample is found missing at any time due to the non-observance of the provisions of this clause. Tenderers whose samples are

received late will not be considered. Samples should be forwarded under separate cover duly listed and the corresponding number of the item in the tender schedule should also be noted in the list of samples. Tenders for the supply of materials are liable to be rejected unless samples, if called for, of the materials tendered for are forwarded.

27. Telegraphic quotations will not be considered unless they give details of prices and are immediately followed by confirmation with full relevant details posted before the due date of the tender.

28. (a) The prices quoted should be inclusive of all taxes, duties cesses, etc., which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract.

(b) In case payment of customs/excise duty is to be made by the Purchasing Officer, the Purchasing Officer will pay the duty on the "unloaded invoice price" only in the first instance, any difference being paid when the tenderer produces, the final assessment orders later. 29. The tenderer will invariably furnish the following certificate with their bills for payment:-

"Certified that the goods on which sales tax has been charged have not been exempted under the Central Sales Tax Act or States Sales Tax Act or the Rules made thereunder and the charges on account of sales tax on these goods are correct under the provisions of the relevant Act or the rules made thereunder, Certified further that we (or our Branch or agent) (Address) ..... are registered as dealers in the State of ..... under Registration No. .... for purposes of sales tax."

30. Special conditions, if any, of the tenderers attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.

31. (This applies only to the case of supply contracts where works such as erection and construction have also to be done. This may be scored out when not applicable). In the event of any question or dispute arising under these conditions or any special conditions of this contract or in connection with this contract the same shall be referred to the award of an arbitrator to be nominated by the purchasing officer and an arbitrator to be nominated by the contractor or in case of the said arbitrators not agreeing then to the award of an umpire to be appointed by the arbitrators in writing before proceeding on the reference and the decision of the arbitration or in the event of their not agreeing of the umpire appointed by them shall be final and conclusive and the provision of the Indian Arbitration Act, 1940 and of the rules thereunder and any statutory modifications thereof shall be deemed to apply to and be incorporated in this contract. Upon every and any such reference the assessment of the costs incidental to their reference and award respectively shall be in the discretion of the arbitrators or in the event of their not

agreeing of the umpire appointed by them. The venue of arbitration shall be the place from which the acceptance of tender is issued or such other place as the purchaser at his entire discretion may determine.

32. The tenderer should send along with his tender an agreement executed and signed in Kerala Stamp Paper of value Rs-15/- purchased in the Kerala State. Stamp Paper will be supplied to firms outside Kerala along with the tender forms on payment of Rs- 20/- ( Rs- 15/- being the value of the stamp paper and Rs- 5/- incidental charges) which may be remitted by money order in advance. A specimen form of agreement is also given in this Annexure. Tenders without the agreement in stamped paper will be rejected outright.

But in deserving cases where agreement has not been received, the purchasing officer may exercise his discretion and call upon such tenderer to execute the agreement within a period of ten days from the date of issue of such intimation, if the Purchasing Officer is satisfied that the omission to forward the agreement along with the tender was due to causes beyond the control of the tenderer and was not due to any negligence on his part. Agreement received from a tenderer after the above time limit will not be considered.



Superscription – Tender No. **CS-01/2014** for AMC of Computers and ICT Equipments

Due date and time for receipt of tender	10.12.2014 at 4 pm
Date and time for opening tender	12.12.2014 at 4 pm
Date upto which the rates are to be firm	
Price of tender form	Rs.600/- + 5% VAT
Price of duplicate copy	
Address of Officer from whom tender forms are to be obtained and to whom tenders are to be sent	DISTRICT JUDGE, Alappuzha

Name of Office : District Court, Alappuzha

DISTRICT JUDGE

Station and Date : Alappuzha, 13.11.2014

**SCHEDULE OF MATERIALS**

Sl. No.	Specifications	Quantity	Unit	Rate (Rs. Ps.)	Total (Rs.PS.)	Remarks
1	2	3	4	5	6	7

Whether samples essential:

Period within which goods should be delivered:

Rates should be quoted for delivery **f.o.r** ..... at  
Departmental Store .....

Other special conditions:

## **SPECIAL CONDITIONS**

### **Job Description**

Sealed Tenders in prescribed format are invited from reputed, agencies for the annual maintenance contract (amc) for computer hardware and other peripherals in Alappuzha District as per the terms and conditions fixed by the District Court, Alappuzha from time to time.

Tender document can purchase from District Court, Alappuzha on or before 25.11.2014 at 3 pm. The last date for submission of tenders is 10<sup>th</sup> December 2014 at 4 pm. The Technical bids shall be opened on 12<sup>th</sup> December 2014 at 4 pm in the presence of the bidder's representative who choose to be present at the office of the undersigned during the evaluation process. The Financial bid shall be opened only for those bidders who satisfy the eligibility criteria mentioned in the tender document. Those who are meeting the eligibility criteria and are interested to provide computer hardware and other peripheral subject to the terms and conditions may furnish their quotes in the prescribed form enclosed herewith and with copies of other required documents indicated in the tender document.

### **Eligibility Criteria**

1. The bidder shall be registered as a company under Companies Act and have an ISO Certification.
2. The bidder should be presently engaged supply and service of Computers and ICT Equipments for Government departments/Public Sector undertaking/ Banks/ reputed private sector companies etc.
3. The bidder should have executed/presently be executing minimum two contracts of similar nature for Government Departments/Public Sector undertaking. The agency will produce certificate(s) to this effect from organization(s) for having satisfactory/unblemished track record.
4. The bidders should have annual turnover of Rs.25 lakhs or above for the last 3 years. Documentary evidence of Income Tax returns for the last three years must be submitted.
5. Those agencies black listed or debarred either by Government or any PSUs or Government undertaking will not be eligible for tendering. Concealing of such facts shall result in termination of services of the Agency, with or without notice, at any stage of the contract, if executed.
6. The bidder should have Service Tax Registration, PAN No., Kerala Shops & Establishments Act registration, etc. The agency should submit copies of Registration

Certificates issued to them in respect of the above wherever applicable. Bidders must produce the clear and legible copies of documents such as work orders, registration documents, audited balance sheets, etc. to prove their conformity to Eligibility criteria. Originals of such documents shall be presented during the evaluation process, if necessary. The technical bids, which are not accompanied with required documents, are liable for rejection.

7. Signed copy of the Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance should be submitted.

### **Terms and Conditions**

1. The Agency means a person or firm or company whose tender has been accepted by the District and Sessions Court, Alappuzha and includes the Agency's personnel representative, successors and permitted assigns.

2. The vendor shall have sufficient infrastructure to cater the service: they shall have sufficient financial and manpower strength in specific terms as follows:

i) The vendor shall provide complaint booking over phone during 8 a.m. to 8 p.m. on all Government working days.

ii) The Company shall have own well equipped service center in the city/town where the service is needed.

3. The service is as follows:

i) Monthly inspection and clearing

ii) Quarterly preventive maintenance

iii) Clearing of reported complaints in 24 hours.

4. The payment will be released after successful installation of complete supply of materials and the report received from the Technical Team.

5. The contract will be entered between District Judge, Alappuzha and the Agency

6. The vendors will have to submit an interest free, refundable earnest money deposit (E.M.D) at 1 % of quoted rate in the form of Bank Draft/Treasury Savings/NSC drawn in favour of District Judge, Alappuzha payable at Alappuzha.

7. The successful tenderer shall offer one year AMC on all supplied hardware. He/ she shall submit bank guarantee equal to 5% of the total cost of hardware. The District Court, Alappuzha shall be at liberty to enforce such bank guarantee in case the supplier firms fails to provide warranty of supplied hardware during warranty period

8. The Agency shall execute, comply and maintain the work, in accordance with the contract to the complete satisfaction of the Principal District and Sessions Judge, Alappuzha.
9. In case of default on the part of the agency in carrying out any order, District Judge, Alappuzha shall be entitled to get the work done by any other persons and all expenses consequent thereon or incidental thereto shall be borne by the District Judge, Alappuzha and will be deducted by the District Judge, Alappuzha from any money due or it may become due to the agency.
10. The decision of the District Judge, Alappuzha in the matter arising out of this contract shall be final and binding in regard to all matters relating to the contract.
11. All cases/proceedings relating to any dispute or claim arising out of or any case of performance of this contract shall be falling in proper court having jurisdiction in Alappuzha.
12. In the event of the Agency committing breach of any of the above terms and conditions or the services of the Agency being found to be unsatisfactory, the contract can be terminated by the District Judge, Alappuzha even before the expiry of the period of agreement by giving 15 days' notice to the Agency. Even otherwise the District Judge, Alappuzha will have the right to terminate the engagement of Agency by giving one months' notice.
13. The District Judge, Alappuzha shall have right to issue addendum to tendered documents to clarify, amend, modify supplement or delete any of the condition, clause or items stated therein. Each addendum shall form a part of the original invitation to tender.
14. The successful bidder/contractor/agency will have to sign a contract agreement with the authorised official of the District Court, Alappuzha on a Rs. 100/- non-judicial stamp paper. All the terms and conditions, scope of work etc. contained in the tender documents shall form part of and shall be taken as if they were included in contract agreement to be executed with the agency.
15. The District Judge, Alappuzha reserves the right to accept or reject tender without assigning any reason thereof. No claim or complaint in this regard will be entertained by the District Judge, Alappuzha.
16. Any complaint should be attended within four hours of registration and should be finished on the same day itself. For major complaints or for extension of time, prior permission should be required from the District Judge, Alappuzha immediately. Standby facility should be provided in any case if the issue is not solved within 24 hours. Any violation in these conditions may lead to penalty charges of Rs.100/- per day and it will be deducted from the Performance Security.
17. Servicing should be done at site and during working hours except for major fault, when the part or machine is to be carried out to servicing agency and the rates quoted should include transporting charges etc. to be incurred where the unit is to be sent to the service centre/works

viz.

18. If parts are to be replaced, it should be of the same version or a higher version of similar make and quality. No cost escalation is permitted for any reasons whatsoever.
19. OS support should be provided by the Agency, if needed.
20. The Agency should provide Printer sharing through Networking free of cost.
21. The maximum discount/offer, that can be given is to be noted separately.

Only application of agencies who fulfill the criteria would be considered by the District Judge, Alappuzha. Accepting the application for engagement by the District Judge, Alappuzha would not guarantee the award of contract.

The application in sealed envelope marked on top **“TENDER FOR No.01/2014 FOR UNDERTAKING AMC OF AMC OF COMPUTERS AND ICT EQUIPMENTS”** along with the copies of the relevant certificates and other specified documents may please be forwarded to: The Principal District and Sessions Judge, District and Sessions Court, Alappuzha. Last date for receipt of application is upto 04.00 PM on 14th October, 2014.

Sd/-  
DISTRICT JUDGE,  
ALAPPUZHA

## Application Format (Technical Bid)

From,

To,

The Principal District and Sessions Judge,

District Court, Alappuzha

Sl.	Particulars	Details to be filled in by the Agency
1	Name of the Firm/Agency	
2	Registered office/business address of the agency with telephone, cell, Website, Email and fax number	
3	Name of Contact Person(s)	
4	Address with telephone, Fax numbers, Email and name(s) of the contact person (s)	
5	Year of Incorporation & Constitution	
6	Income Tax- PAN No. (Attach copy of PAN)	
7	Service Tax No. (Attach copy of Service tax registration No.)	
8	TIN No. (Attach copy)	
9	Turnover during last four years (copy of audited Balance sheet to be enclosed wherever available)	
	Year	Turnover in Rupees lakhs (in words and figures)

	2009-10															
	2010-11															
	2011-12															
	2012-13															
10	Whether registered with Registrar of Firms / Companies ? If yes Date of Registration (Attach copy of Registration)															
11	Customer Profile (Attach copy of work orders/proof)															
12	Infrastructure details															
	1) Details of network/branches of agency in Kerala															
	2)Whether the agency have adequate professionally trained manpower.															
	3)Whether the agency is providing services to Govt./ Public sector undertakings, Financial institutions, banks/private sector companies, etc. in past three years.															
13	Details of Previous experience (Copies of experience certificates, work orders and proof of Work															
	<table border="1"> <thead> <tr> <th rowspan="2">SI NO</th> <th colspan="2">Period of Contract</th> <th rowspan="2">Work Order Value</th> </tr> <tr> <th>From</th> <th>To</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	SI NO	Period of Contract		Work Order Value	From	To									
SI NO	Period of Contract		Work Order Value													
	From	To														
14	Whether the agency is an income tax assessee valid PAN number and having filed its Income tax return for the last three assessment years i.e. 2011, 2012 and 2013. (Attach copy of Income Tax returns for all the three assessment years).															
15	Any other relevant information															

16	Verification - The application for engagement should be signed by the n authorised signatory verifying that all the details furnished in the application are true and correct to the best of his/her knowledge and that in case of furnishing any false information or suppression of any material information would lead to rejection of application besides initiation of penal proceedings by the District Judge, Alappuzha, if it deems fit.	

17. Format for giving details of key personnel of the agency

SI No	Name of key personnel	Designation	Years with the Agency	Contact number	Any other Information

18. Call logging procedure:-

Name & Signature of authorised signatory

Date :

Name & Seal of Agency



## Application Format (Financial Bid)

From,

To,

The District Judge, District Court, Alappuzha

Sl	Items	Number of items	Unit price	Total Price Rs	Total in words

TOTAL : Rs. \_\_\_\_\_

(In words) \_\_\_\_\_

## Note

1. Price has to be quoted in India Rupees only.
2. All inclusive prices (Tax, Installation charges, Transportation charges etc) have to be quoted. The applicable Central and State Taxes will be deducted from the payments made by District Judge, Alappuzha.
3. In case of a mis-match in the amount mentioned in Figures and Words, the amount mentioned in words shall be considered as final.
4. The Contractor/Security Agency/Agency agree that the above price have been quoted after reading and understanding the complete tender documents.

Signatures of authorized signatory:

Name :

Designation :

Date:

Seal of Agency

AGREEMENT

Articles of agreement executed on this the ..... day of .....  
..... between the Governor of Kerala (hereinafter referred  
to as “the Government”) of the one part and Shri.....  
..... (H.E. name and address of the tenderer)  
(hereinafter referred to as “the bounden”) of the other part.

WHEREAS in response to the Notification No..... dated ..... the  
bounden has submitted to the Government a tender for the .....  
specification therein subject to the terms and conditions contained in the said tender;  
WHEREAS the bounden has also deposited with the Government a sum of  
Rs-..... as earnest money for execution of an agreement  
undertaking the due fulfillment of the contract in case his tender is accepted by the  
Government.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

1. In case the tender submitted by the bounden is accepted by the Government and the contract for ..... is awarded to the bounden, the bounden shall within .....days of acceptance of his tender execute an agreement with the Government incorporating all the terms and conditions under which the Government accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the Government shall have power and authority to recover from the bounden any loss or damage caused to the Government by such breach as may be determined by the Government by appropriating the earnest money deposited by the bounden and if the earnest money is

found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.

3. All sums found due to the Government under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the Government may deem fit.

In witness whereof Shri..... (H.E. name and designation) for and on behalf of the Governor of Kerala and Shri..... Bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Shri. .... (date) .....

In the presence of witnesses:

1. ....

2. ....

Signed by Shri. .... (date) .....

In the presence of witnesses:

1. ....

2. ....