



**STATE APPELLATE AUTHORITY,
5 C – D, NIYOJAN BHAWAN, PATNA-1
TEL. NOS. 0612- 2529569, Fax no : 0612/ 2529569
Website : www.stateappellateauthority.in
Email- stateappellateauthority@gmail.com**

BID DOCUMENT FOR

**Annual Maintenance Contract (AMC) For 2.0 KVA
Online UPS With Battery, Photocopier Machine, CCTV Camera,
EPBX, Bio Metric Attending Machine, Water Purifier & Air
Condition**

State Appellate Authority, 5C-D, Niyojan Bhawan, Patna- 800 001

Ref : F.No:.....

Date:.....,2019

Time & Date of submission of technical bids: 17.00 Hrs on 08.07.2019

Time & Date of opening of Technical bids: 15.00 Hrs on 09.07.2019

Quotation For Annual Maintenance Contract (AMC) For 2.0 KVA Online UPS With Battery, Photocopier Machine, CCTV Camera, EPBX, Bio Metric Attending Machine, Water Purifier & Air Condition

State Appellate Authority (SAA), Patna, a Statutory Body of the Government of Bihar under the control of Education Department invites sealed tenders under two-bid system from reputed and experienced agencies for 'Annual Maintenance Contract (AMC) For 2.0 KVA Online UPS With Battery, Photocopier Machine, CCTV Camera, EPBX, Bio Metric Attending Machine, Water Purifier & Air Condition at the above address.

2. The interested agencies/firms are required to submit the Technical and Financial bid separately. The bids in Sealed Cover-I containing "Technical Quotation" and Sealed Cover-II containing "Financial Quotation" should be placed in a third sealed cover superscripted "Quotation for Annual Maintenance Contract (AMC) For 2.0 KVA Online UPS With Battery, Photocopier Machine, CCTV Camera, EPBX, Bio Metric Attending Machine, Water Purifier & Air Condition and should reach State Appellate Authority Office on or before **08.07.2019**

3. No quotation will be accepted after last date of submission of quotation.

4. The Technical Quotation (Annexure-I) and Financial Quotation (Annexure- II) duly signed by the firm/agency should contain in the Envelope-3 super-scribed with "Quotation for Annual Maintenance Contract (AMC) For 2.0 KVA Online UPS With Battery, Photocopier Machine, CCTV Camera, EPBX, Bio Metric Attending Machine, Water Purifier & Air Condition

5. Amount of Earnest Money to be Deposited as Rs. 25,000/- (Rupees Twenty Five Thousand Only) in the shape of Demand draft, in favour of the Secretary, State Appellate Authority payable at Patna.

6. The quotation shall remain valid for 90 days from the date of receipt of the same. Any future clarification and /or corrigendum(s) shall be communicated through 'Tenders' Section on the State Appellate Authority website www.stateappellateauthority.in

**Secretary
State Appellate Authority, Patna**

**APPLICATION LETTER
(Specimen)**

To

**The Secretary
5C-D, Niyojan Bhawan,
Patna- 800 001**

Subject: COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC) FOR 2.0 KVA Online UPS With Battery, Photocopier Machine, CCTV Camera, EPBX, Bio Metric Attending Machine, Water Purifier & Air Condition .

Dear Sir,

In response to your Quotation Notice for the above mentioned contract, I/We, a Private/Public Ltd Company / Partnership / Sole Proprietor submit the tender/quotation with the following particulars:

S. No.	Description	Particular
1.	Name of the Firm	
2.	Year of establishment	
3.	Registration Number with a copy of registration certificate	
4.	Registered Postal Address	
5.	a. Tele.no. b. Fax No. c. Mobile No. d. Website address, if any	
6.	Address of Branches, if any.	
7.	a. Name and address of Directors, in case of Company b. Name and address of Sole Proprietor c. Name and address of partners, in case of partnership firm	
8.	a. Name and designation of authorized signatory b. Address for communication c. Contact details:- 1) Phone:- 2) Mobile:- 3) Email 4) Fax:-	

Having acquired the requisite information related to the subject work after visit of the site and examining the form of contract, nature, quantum of work as affecting the tender invited by on behalf of the STATE APPELLATE AUTHORITY, I/We, the undersigned hereby offer for **Comprehensive Annual Maintenance Contract (AMC) For 2.0 KVA Online UPS With Battery, Photocopier Machine, CCTV Camera, EPBX, Bio Metric Attending Machine, Water Purifier & Air Condition** strictly in accordance with the terms and conditions as indicated by you in the said document. We also agree to submit the bill on quarterly basis. I/We will always keep the State Appellate Authority indemnified of any claim/damages that State Appellate Authority may have to pay with respect to the service.

I/We understand that the State Appellate Authority reserves the right to reject any or all the quotations or accept them in part or to reject the lowest quotation without assigning any reasons. The State Appellate Authority further reserves the right to terminate the contract during its tenure at any time without assigning any reasons.

Thanking you,

Date

Yours faithfully,
Signature
Name
Firm's Seal

Terms and Conditions

1. **The firm/bidder will depute full time experienced and qualified Resident Engineer to rectify the faults instantly.**
2. The other terms and conditions will be regulated as per the Terms and Conditions of the Model Maintenance Agreement attached with this letter of Invitation for Quotation.
3. Amount of Earnest Money to be Deposited as Rs. 25,000/- (Rupees Twenty Five Thousand Only) in the shape of Demand draft, in favour of the Secretary, State Appellate Authority payable at Patna.
4. Security deposit equal to 10% of the Annual Contract Value (refundable without interest after two months of termination of contract) in the form of pay order/demand draft in favour of Secretary, State Appellate Authority or FDR pledged in favour of Secretary, State Appellate Authority shall be furnished at the time of awarding of AMC.
5. Payment will be made on quarterly basis, on production of bill and only after the completion of three monthly visits for rendering maintenance service. Payment shall be made on the basis of the number of visits made and no payment shall be made for more than 3 visits per quarter except for visits made at the behest of State Appellate Authority.
6. In case of breach of any conditions of the contract and for all type of losses caused on the part of Contractor, the Secretary, State Appellate Authority shall make deductions, as deemed fit, from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the State Appellate Authority.
7. The powers of the Secretary, State Appellate Authority under these conditions shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him/her as herein provided or to endanger forfeiture of deposit mentioned under clause above.
8. The prices should be quoted in Indian Rupees only
9. Each bidder shall submit only one quotation for one item.
10. Telex or Facsimile quotations are not acceptable
11. The quotation shall remain valid for a period not less than 90 days after the deadline specified for submission of quotations.
12. This office will evaluate and compare the quotations determined to be substantially responsive i.e. which are: Properly signed and Conform to the terms and conditions and specifications.
13. The Competent Authority will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest price.

14. Notwithstanding the above, the Competent Authority reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of the contract.
15. Sales tax/other levies to be charged should be specifically indicated.
16. Incomplete bids are liable to be ignored.
17. The decision of the State Appellate Authority, Patna shall be binding on all issued relating to quotation.
18. Submission of quotations: Sealed quotation super scribed on the envelope as “ Quotation for Comprehensive Annual Maintenance Contract (CAMC) for various brands of 2.0 KVA Online UPS With Battery, Photocopier Machine, CCTV Camera, EPBX, Bio Metric Attending Machine, Water Purifier & Air Condition” should be dispatched by registered post to the following address:

Secretary
5C-D, Niyojan Bhawan, Patna- 800 001

I hereby agree with the above terms and conditions.

Name of the Firm/Agency_____

Signature with seal _____

Date: _____

Envelope-2 : FINANCIAL QUOTATION**FORMAT FOR SCHEDULE OF QUOTATION/RATES**

SI. No.	Name of the item	Total Amount without Tax	Taxes if any	Total amount with taxes

Note:- The firm/bidder will depute full time experienced and qualified Resident Engineer in State Appellate Authority to rectify the faults instantly.

Name:.....

Signature :.....

Date_____

Firm's Seal:

ANNEXURE-I

Subject : Quotation For Annual Maintenance Contract (AMC) For 2.0 KVA Online UPS With Battery, Photocopier Machine, CCTV Camera, EPBX, Bio Metric Attending Machine, Water Purifier & Air Condition at State Appellate Authority, 5 C-D Niyojan Bhawan, Patna-800001

ENVELOPE-1 : TECHNICAL QUOTATION

(In separate sealed Cover-I super-scribed as Technical Bid)

CONTENTS

1. Name of Company/ Firm/Agency
2. Name of proprietor / Director of Company / Firm / agency
3. Full Address of Reg. Office/ Telephone No./FAX No./ e-mail id/website address
4. Full address of Operating / Branch Office/ Telephone No./FAX No./ e-mail id/website address
5. T.I.N. No. (Attach copy)
6. The Firm/Agency shall have **at least 03 years experience** in these fields and shall submit the **self attested copies** of experience along with the tender documents.
7. Details of works of similar nature carried out in Central/State Govt. bodies/ Departments/ PSUs/ Autonomous bodies/ industries/factories/ or other similar organizations during the last 3 years ending **31st December, 2018**.
8. Certificates provided for the works detailed in 1(d) above shall clearly indicate the scope and nature of work undertaken and the value of various components of work as executed, in order to confirm conformity to the defined similar works.
9. Firm/Agency shall submit details of organizations where he has undertaken such similar services as per **Annexure**.
10. General Terms and Conditions of the Contract to be fulfilled by the Tenderer/Bidder are given in **Annexure** and **the bidder shall submit them with technical Bid duly signed on each page in lieu of agreeing to them**.
11. The bid shall be valid and open for acceptance of the Competent Authority of State Appellate Authority for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and withdrawal of tender on any ground by successful bidder shall be entertained.
12. An agreement shall be signed with the successful bidder as per specimen enclosed.
14. The sealed Quotation should be dropped in the Tender Box kept in the management Section of State Appellate Authority, Patna.
15. Quotation received late (including postal delay) / in open condition not meeting the tender conditions/incomplete in any respect are liable to be rejected.

16. The rates should be indicated both in words and figures. In case of discrepancy between the figure (number) and words, the rates given in the words only will be taken as authentic and no further clarification will be sought from the bidder.

17. No party shall be permitted to submit quotation for work in the State Appellate Authority, Patna in which any of their near relatives is an employee. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the State Appellate Authority. Any violation of this condition which comes to the Notice of the State Appellate Authority after the contract is awarded will entitle the State Appellate Authority to treat the contractor as having committed a breach of contract and to exercise all the rights and remedies available to the State Appellate Authority on account thereof.

Signature with Firm's Seal

Name

Dated:

Declaration by the Firm/Agency

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of Firm with seal)

Name:

Seal:

Address:

Phone No (O):

Date:

Annexure-V

Details of other organizations where such contracts undertaken during last 3 years

(Enclose supporting documents).

S.No.	Name and address of the Organization	Type of work done	Contact No.

This information is to be given in "Envelope No. 1 Technical Quotation".

(Signature of Tenderer with seal)

Name:
Office Address:
Phone No (O):

Date:

MAINTENANCE AGREEMENT

(Specimen)

This Maintenance Agreement is made at Patna on (Date and place of agreement) for the period of one year from _____ to _____ between the **Secretary, State Appellate Authority** behalf of the **State Appellate Authority, Patna**

hereinafter referred to as "First Party" which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office and assigns on the one party and M/s _____ Vendor Name, acting through authorized representative Sh _____ only authorized by the company/Firm vide resolution number _____ dated (copy annexed to this maintenance agreement) with its registered office at _____ which expression shall unless excluded by or repugnant to the context shall include its representative administrator, executives and assign on the second party.

Whereas State Appellate Authority Patna has the Equipments shown in this Agreement hereof and is now desirous of availing the Comprehensive Maintenance Services for its equipments installed at the State Appellate Authority office located at 5 C-D, Niyojan Bhawan, Patna-1.

And whereas M/s _____ has agreed to perform the said maintenance services of the as mentioned in this agreement and limited to the covered by this agreement.

Now, therefore, it is hereby mutually agreed as follows:

1.0 SCHEDULES TO THE AGREEMENT:

The following schedules form an integral part of this agreement:

Schedule-I - Details of equipments

1.1 However during the currency of the agreement, the department is at liberty to add to or delete from, this schedule any numbers of desktops, printers and UPS etc. if so warranted. In case of addition of work, services will be performed; the same will be done on already agreed and settled-rates for the main contract of maintenance.

2.0 TERMS & CONDITIONS OF THE MAINTENANCE CONTRACT

2.1 The second party, shall truly and faithfully carry on the said job as is done by the services/business houses in proper manner/standard fashion for the comprehensive maintenance of the Computers and Peripherals and UPS etc. as mentioned in Schedule - I to the full extent and satisfaction of the first party for the whole year, i.e., from..... to

2.2 The comprehensive maintenance includes **preventive maintenance**, quarterly regular services of the Equipments and/or replacement of any items necessary for keeping the Equipments of, active and free from any defects or disturbance..

2.3 The comprehensive maintenance shall be carried out primarily at the premises of the State Appellate Authority during office hours. In case, the second party feels that the equipment cannot be repaired on-site, they will carry the defective equipment with the consent of officials after giving due

receipt of the equipment and deliver back the repaired equipment at their own cost and risk to get it repaired promptly.

2.4 The Operating environment condition in which the equipment is presently installed is quite satisfactory and the second party will not raise any condition with regard to the working environments for the equipment covered under the Maintenance Contract.

2.5 The second party will depute one technical person at State Appellate Authority to attend on spot the complaints for any minor defect and that technical person will register the complaint on the complaint register with date and time and record the date & time of clearing the fault with satisfactory report signed by the concerned officer of the section.

2.6 Response time for maintenance call should not exceed 1 hour.

2.7 The system down time should not exceed 24 hours from the time at which the complaint was made. If the down time is more than 24 hours, the second party will provide a stand by system. In case the system is not repaired or an alternative system not supplied within the period of 24 hours from the time of failure report then the first party may choose to get the same repaired by or replaced from any other agency and the cost and expenditure incurred therein shall be recoverable from the second party from the subsequent payments or else from the performance security if all the payments have been released.

2.8 The Second party, will ensure 95% uptime for Desktops and other items of equipments failing which liquidated damages of Rs.500/-per day per item subject to maximum of 2 percent of contract value will be recovered from the Performance security or the Payment due to the Service Provider, However before imposing liquidated charges, the First party will issue a show cause notice in which the details of downtime will be mentioned. It will also include the liquidated damages proposed, to be imposed on the second party.

3.0 SECURITY DEPOSIT:

3.1 The second party shall deposit 10% of the AMC amount as Performance security in the form of Demand Draft from a Nationalized Bank in favour of the Secretary State Appellate Authority Patna payable at Patna at the time of signing the agreement. This amount shall be refunded to the second party by the first party upon termination or expiry of this agreement after adjusting such dues or claims or both as may remain unpaid. by the-second party to the first party at the time of termination or expiration of this agreement.

4 0 PAYMENT TERMS:

4.1 The total maintenance charges for one year are Rupees -----The comprehensive maintenance charges shall be payable to the second party in arrears on quarterly basis. For this purpose, the Second party will have to submit bill in the name of First party and payment shall be made by it within 30 days from the receipt of the bill.

4.2 Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC; no difference shall be paid or claimed as a result of the above.

4.3 In the event of non-satisfactory performance of maintenance services by the second party, first party shall have the right and discretion to terminate this agreement by giving one -month notice and to forfeit the proportionate amount from the security deposited by the second party.

5.0 FORCE MAJEURE:

5.1 The.....or the second party, against the other, in case of any failure or omission or calamities such as fires, floods. earthquakes, hurricanes, or civil strikes, under any statute or regulations of the Government, lock -outs, strikers, riots, embargoes from any political reasons beyond the control of any part including war (whether declared or not), civil war or state of insurrection shall give notice to other party within 15 days of the occurrence of such incident that on account of the above event the notifying party.

5.1.1 Has delayed the performance of its work as it was beyond its reasonable control and it has not occurred due to negligence or default on its part.

5.2 Either party, as and when gives notice of force majeure shall provide confirmation of such event in the form of a certificate from the Government department or agency or chamber of commerce. The parties shall be relieved of their respective obligations to perform, hereunder for so long as the event of force majeure continues and to the extent their performance is affected by such an event of force majeure provided notices as above are given and the event of force majeure is established as provided hereinabove.

6.0 SYSTEM AVAILABILITY:

6.1 In the event of any dispute as to whether the system downtime is due to damage caused by mishandling or system malfunctioning the issue will be referred to the **Secretary, State Appellate Authority** for decision The decision of the **Secretary** will be final and binding upon both the parties.

7.0 ASSIGNMENT:

7.1 The second party shall not assign this agreement or any part, thereof or any benefit there under without the written consent of to any other party.

8.0 ARBITRATION:

8.1 In the event of any question, disputes or difference arising between the parties relating to the interpretation and application of these provisions of this agreement, such disputes or differences shall be resolved amicably by mutual consultations and on failure to do so shall be referred for arbitration to the nominee of the **Secretary, State Appellate Authority**. The decision of arbitration to the agreement in this regard shall be final and binding upon both the parties.

8.2 The parties shall continue to perform their obligations under this agreement during arbitration proceedings. The cost of arbitration (including the fees and expenses of the arbitration) shall be shared equally by the parties unless the award specifies otherwise.

8.3 The venue for arbitration will be Patna.

9 0 THE AGREEMENT :

9.1 This document with Schedule 1 hereto signed by both the parties shall constitute the entire agreement binding on both the parties.

9.2 This agreement has been executed in the English language in two originals and each party has retained one original.

In witness whereof each of the parties hereto has caused this agreement to be executed as on the day, month and the year first above written.

First Party

Second Party

Name:

Name:

Designation

Designation:

(Rubber Seal)

(Rubber Seal)

(In presence of)

(In presence of)

Witness - I

Witness - I

Witness - II

Witness - II

Annexure-VII

NOTICE INVITING TENDER FOR ANNUAL MAINTENANCE CONTRACT (AMC) For 2.0 KVA Online UPS With Battery, Photocopier Machine, CCTV Camera, EPBX, Bio Metric Attending Machine, Water Purifier & Air Condition

SPECIAL TERMS AND CONDITIONS

- 1) The Contracting Agency will depute full time experienced and qualified Resident Engineer to rectify the faults instantly.
- 2) Replacement of defective parts should be made with spares/parts of the same specification and, in case these are not available, the higher specification will have to be installed. In no case will any defective parts be replaced with old spares.
- 3) The maintenance charges also include free supply and replacement of all spare parts required for perfect running of the computers.
- 4) The Maintenance Engineer of the Contracting Agency should have valid photo I-Card.
- 5) The Resident Engineer of the Contracting Agency should provide maintenance service as and when necessary on all working days from 09:30 h to 18:00 h (Monday to Friday) or up to late hours, as per requirement. Provision for availability of service engineers on Saturdays, Sundays or other holidays should be made in case of emergency.
- 6) The repair work will have to be carried out at the location of the equipment except in the exceptional cases where the equipment or any component may be required to be taken out for repairs. Under such cases, necessary intimation should be made with the competent Officer.
- 7) An agreement shall be signed with the successful bidder as per specimen enclosed.

**Secretary
State Appellate Authority, Patna**