

# HIGH COURT OF JUDICATURE AT BOMBAY, NAGPUR BENCH, NAGPUR

e-Tender No. High Court / Computer AMC / <sup>1801</sup> / 2024

<b>TENDER DOCUMENTS FOR</b>		
<i>"Onsite Comprehensive Annual Maintenance Contract" in respect of Computer Hardware peripherals, software and accessories for the period of one year from the date of awarding of Contract, including the software installed on Servers and Desktops, recovery, transfer and daily back-up of the data of the user, replacement of consumables like toners, cartridges, batteries, etc. installed and used by the High Court and residential premises of the Hon'ble Judges and officers maintenance of network Connectivity (Internet Connectivity)</i>		
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**SECTION-1**  
**TENDER NOTICE**

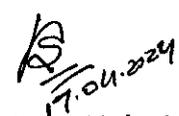
Tender No. High Court/Computer AMC/ 1800 /2024  
HIGH COURT OF JUDICATURE AT BOMBAY

NAGPUR BENCH, NAGPUR

e-Tender Notice for Onsite Comprehensive Annual Maintenance Contract of  
Computer Hardware Items

The High Court of Bombay, Bench at Nagpur invites e-Tender from eligible vendors for "Onsite Comprehensive Annual Maintenance Contract" in respect of Computer Hardware Items for the period of one year from the date of award of Contract, including the softwares installed on Servers and Desktops, recovery, transfer and daily back-up of the data of the User, replacement of consumables like toner, cartridge, batteries, etc. to be supplied by the High Court and maintenance of Broadband Connectivity (Internet Connectivity). Interested parties may submit their Tender Offers **on or before 30.04.2024 upto 5.00 p.m.** on e-tendering website of Government of Maharashtra i.e. <http://mahatendrs.gov.in>. The tender documents and the terms and conditions are available on the websites viz. <http://mahatendrs.gov.in> and <http://bombayhighcourt.nic.in>.

Date : 17/04/2024

  
Registrar (Administration)  
High Court of Bombay  
Nagpur Bench, Nagpur

**SECTION-2**  
**ELIGIBILITY CRITERIA**

## 1. Eligibility Criteria

Sr. No.	Eligibility Criteria	Documentary Proof to be attached
1.	1] Registration of Firm  2] Authorization Letter for authorized Service Partner of respective Companies or OEM (if applicable).	Copies of relevant documents shall be attached  If Authorized Service Partner of OEM then Authorization Letter of the OEM
2.	The Bidder should have a minimum aggregate turnover of Rs. 30 Lakhs in support service only, during last three year.	C.A. Certificates and Audited Balance Sheet of last three financial years.
3.	The Bidders should have maintenance experience of minimum 3 years of providing service support in Government or PSU Offices dealing with similar Hardware/Software in respective fields.	Copies of Work Order & Works Completion Certificate of satisfactory services should be submitted.
4.	The Bidder should submit detailed list of Hardware Engineers containing their name, qualification, joining date who have completed three years of service in the same company and should have experienced in Redhat Linux Operating System.	Detailed List of Hardware Engineers and Experience Certificate in Redhat Linux Operating System should be enclosed.
5.	The Bidder should submit necessary documents about Service Support (AMC) to the RAID Server. (Experience Certificate)	Copies of relevant documents should be submitted.
6.	The Bidder should have valid Documentary proof of GST Registration Number.	The copy of registration of GST.
7.	The Bidder should have valid Documentary proof of Income Tax Registration (PAN).	The copy of registration of Income TAX (PAN).
8.	The bidder should have Income Tax Returns for last three financial years.	Copies of last three financial year Income Tax Returns shall be attached.

Sr. No.	Eligibility Criteria	Documentary Proof to be attached
9.	Copy of Acceptance of terms and conditions with the sign & seal of company/agency.	Undertaking to that effect should be given on company letter head as per <i>Annexure-C</i> .
10.	Undertaking that Bidder is not party to any legal proceedings in any court of law.	Undertaking to that effect should be given on company letter head as per <i>Annexure-D</i> .
11.	Underrating that the Bidder must not be blacklisted by the Central / State Government, Corporations or Government Undertakings must be submitted by the bidder.	Undertaking to that effect should be given on company letter head as per <i>Annexure-E</i> .
12.	Performance Bank Quarantee Form.	The Successful bidder should submit the BG format. <i>Annexure-F</i> .
13.	Contract Form.	The Successful bidder should submit the BG format. <i>Annexure-G</i> .
14.	Financial details of interested bidder.	The interested bidder should submit the Financial details <i>Annexure-H</i> .

**B. Schedule**

Tender Reference	Tender No. High Court / Computer AMC / / 2024
Date & Time Publication	11.00 a.m. on 17 / 04 / 2024
Date & Time of Document Download	11.00 a.m. on 17 / 04 / 2024
Last date and time of submission of Tender Offers.	5.00 p.m. on 30 / 04 / 2024
Time and Date of opening of Tender Offers (If possible)	3.00 p.m. on 02 / 05 / 2024
The tender should be addressed to	The Registrar (Administration), High Court of Bombay, Nagpur Bench, Nagpur.
Address for Communication and opening of tender	The Registrar (Administration), High Court of Bombay, Nagpur Bench, Civil Lines, Nagpur 440 001.
Contact Telephone Nos.	0712 – 2562892
E-mail address	<a href="mailto:hcnag.mah@nic.in">hcnag.mah@nic.in</a>

**C. Other Tender Information**

Tender Amount	E.M.D.	Performance Bank Guarantee	Contact Period
Rs.5,700/- (Nonrefundable) in the form of a Demand Draft	Rs. 95,000/- in the form of a Demand Draft	10% of the AMC Value	One year from the date of awarding of the contract

**SECTION-3**  
**SCOPE OF WORK**

**HIGH COURT OF BOMBAY, NAGPUR BENCH NAGPUR****I. Scope of Work & Uptime Guarantee :-**

1. The successful tenderer shall guarantee a minimum uptime of 98% during the maintenance period. He shall always maintain detailed 'breakdown and repair' records of Computer Hardware items.

2. As part of the Annual Maintenance Contract, the successful tenderer should look after all the software installed on Servers and Desktops, recovery, transfer, and daily back-up of the data of the user, maintenance of broadband connections replacement of consumables like toners, cartridges, batteries etc., supplied by the High Court.

3. In case of breakdown or occurrence of any obstacle in the functioning of the specified Computer hardware items, the successful tenderer shall ensure that the same is repaired within stipulated time. In case of failure to repair the same within the stipulated time, the successful tenderer shall provide an equivalent or higher configuration standby equipment, without any additional charges.

4. The spare parts for stand-by or replacement shall be genuine and 100% compatible and shall support respective equipment in the specified computer hardware items and spare parts are to be made available at the site.

5. As a part of the Annual Maintenance Contract, the successful tenderer shall arrange to depute two full-time well-experienced Residential Engineers daily basis. Both the engineers deputed should be well qualified have a degree in Engineering with an Electronic or Computer branch, have completed a minimum 5 years of service in the same company and be well

acquainted with the Linux Operating System. Resident Engineer must have experience in the installation of RAID Servers for at least 3 years and shall also look after the work of network components.

i) If engineer fails to attend the office, the successful tenderer shall make available equally qualified engineer.

ii) Both the Engineers have to attend to the complaints at the residences of Hon'ble Judges and officers at different locations during odd hours and on Court holidays including Sundays, Diwali Holidays and Vacation of the Courts. They shall behave in well disciplined manner and shall wear decent dress and should not claim extra remuneration for attending any such complaints.

iii) The successful tenderer(s) should not claim extra remuneration for attending the complaints at the residences of Hon'ble Judges and Officers of this Court during Court hours and odd hours. The Engineers so deputed will be required to attend their duties in this Court from 09.30 A.M. sharp till shut down of the server during working days, without fail. They may also be required to attend complaints during odd hours and on Court holidays. Both the Residential Engineers should sign the muster roll maintained by the Computer Section.

6. The successful tenderer shall nominate one of its officers as 'Nodal Officer' who shall receive complaints and keep a proper record mentioning the date and time of the complaint received, the date and time when the complaint was duly attended and the defects rectified, which shall be subject to inspection by any officer of this Court at any time. Call logging to the company and follow-up for receiving and replacing components will be the responsibility of the Resident Engineers.

7. As a part of the maintenance contract, the Computer hardware items shall be numbered separately, and a call report should be submitted on a daily basis by the Engineer to Computer Section of this office.
8. The preventive maintenance should be completed during the first week of every quarter.
9. The number indicated in the list of Computer hardware items may vary (increase/decrease).

**SECTION-4**  
**GENERAL TERMS AND CONDITIONS**

**I. General Terms and Conditions:-**

1. The bidders are expected to examine all instructions, forms, terms, and conditions in the tender documents. Failure to furnish all the information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect shall be at the risk of the tenderer and may result in the rejection of the tender. The tender will be rejected out rightly rejection to the tenderer, if complete information called for in the Tender Document is not furnished or if any particulars asked for in the Forms / Proforma are not fully furnished.
2. The tenderer who are authorized service partner of HP Servers, Desktops, Lipi Printers & HP Scanners, HCL Server & HCL/Lenovo/Acer/Dell Desktops, VXL Thin Clients, HP/Canon/Brother Printers, HP/Kodak Scanners etc. shall be given priority.
3. The tenderer should submit a detailed list of Hardware Engineers containing their names, qualifications, joining dates etc. along with certificates to the effect that they have completed three years of continuous service in the same company and should have experience in Redhat Linux Operating System.
4. The tenderer should submit necessary documents about Service Support (AMC) to the RAID Server. Preference will be given to those having more than 20 Thin Clients connected under the Linux Operating System since the last three years.
5. This tender is not transferable.

6. The tender offer shall be valid for 180 days/contract period.
7. The prices quoted by the bidder shall be in Indian rupees fixed and not be subject to any price escalation. The prices should be inclusive of all taxes + GST
8. All parts of Servers, Desktops, Peripherals, accessories (Laser Printers (Printer Cables, Printer Knobs, Printer heads, Paper Guide, Paper Chords, Cables, Power Adapter, I/O lets, Network equipment, drums, Laser Printer fuser assembly set, Paper tray(s) etc.), excluding ribbons and toner cartridges shall be covered under the Annual Maintenance Contract.
9. The Annual Maintenance Contract shall cover comprehensive maintenance of the computer systems and other accessories (equipment) as mentioned in the list of Computer Hardware Items in *Annexure-A*.
10. If specified computer hardware items are relocated to any other locations, maintenance under your contract will continue at the new locations.
11. In case, within the contract period, for any reason, the systems under maintenance are disposed of by the High Court of Bombay, Nagpur Bench, the contract amount for that particular system shall be repaid by the tenderer or deducted from the amount payable by High Court of Bombay, Nagpur Bench on a pro-rata basis. The tenderer shall reimburse such amount to the High Court of Bombay, Nagpur Bench if any, by bank draft, addressed to the Registrar, High Court of Bombay, Nagpur Bench.
12. In case of any upgradation or addition of the system during the proposed maintenance period the maintenance shall also cover such upgraded system during the Contract period.

13. The High Court of Bombay, Nagpur Bench, Nagpur may replace the mentioned Computer Hardware items under maintenance and also may purchase new network components. The payment for the remaining system will be made on a pro-rata basis.

14. The tenderer has no right to any objection regarding the third-party Hardware and Software installation by the High Court of Bombay, Nagpur Bench, Nagpur during the Contract period

15. The tenderer shall arrange a monthly visit of the Area Manager to the High Court of Bombay, Nagpur Bench, Nagpur, and additionally a quarterly visit by the Regional Manager for the purpose of to discuss and resolve service issue if any.

16. The tenderer should provide 100% compatible spare parts, peripherals for computer hardware and stand-by server/s after signing the agreement. The vendor should also maintain a stock of spare parts, peripherals i.e. Server and compatible spare those networking switches etc. to avoid last hour rush.

17. The tenderer should identify and prepare an inventory of computer hardware and network components immediately after the award of AMC. It is the sole responsibility of the tenderer.

18. The tenderer shall agree to take the Comprehensive Annual Maintenance Contract of all the Hardware Items **“as is where is basis”**.

19. Monthly remuneration to the Residential Hardware Engineers will be paid by the tenderer.

20. The Registry of High Court of Bombay, Nagpur Bench, Nagpur reserves the right to extend the Annual Maintenance Contract for a further period up to one year at the same rates and terms and conditions.

21. The High Court of Bombay, Nagpur Bench, Nagpur reserves the right to re-negotiate the prices in the event of a change in the market prices of the specified Computer hardware items.

22. The decision of the Registry of High Court of Bombay, Nagpur Bench, Nagpur in respect of evaluation of tender and/or award of contract shall be final.

23. The Registry of the High Court of Bombay, Nagpur Bench, Nagpur reserves the right to split orders and/or accept or reject any tender as well as to alter any or all of the terms and conditions without assigning any reason therefor.

24. A list of Hardware Items for the Annual Maintenance Contract is enclosed at Annexure "A".

25. Payment shall be made for actual available products as per actual work on a quarterly basis upon submission of the Computer Section report of the equipment.

26. The tenderer may within 7 days prior to the submission of the bid randomly inspect the computer hardware. The contract is to be assigned for all such equipment on an "as is where is basis" without any pre-tender condition and it would be the responsibility of the tenderer to extend the services to all such equipment irrespective of present condition.

27. The Resident Engineers deployed by the tenderer shall maintain a complaint/issue logbook, which shall contain/record of all the complaints made by the users of the computer hardware, software and computer peripherals which shall regularly be shown on demand to the Branch Officer, Computer Cell and/or any Officer(s) nominated the High Court Administration for verification. The Resident Engineers shall maintain a soft-copy of the complaint/issue log and share the same electronically with the Computer Section. The Resident Engineer shall share the issue log of every month without fail on or before the 4<sup>th</sup> day of the following month. The deployed Resident Engineers of the tenderer shall attend to all the complaints received without delay

- A) Minor faults should be attended immediately.
- B) The tenderer shall be responsible for taking backup data and programmes available on the PC, before attending the fault and shall be responsible for reloading the same. The backup copies are to be returned to the users.
- C) Repair and servicing of the equipment shall be carried out at the place where it is installed. If for some reason, it is not possible to carry out the necessary repair at the place where the equipment is installed, prior permission in writing of the High Court Administration shall be taken before taking the equipment for report and an appropriate stand-by equipment shall be provided before taking any equipment for repairs.
- D) The replacement of components shall cover all items of peripheral, computer hardware.

E) Installation of any peripheral in the existing PCs like RAM, USB Drive Printer, Scanner, Card Reader etc. The Resident Engineer shall always carry a toolkit while on duty and attending complaints under no circumstance shall a lapse of not carrying the toolkit be accepted by this office.

28. The tenderer shall provide at least Two skilled experience engineers/trouble shooters as Resident Engineers from 09.30 a.m. onwards till shut down of server p.m. on all working days who have to follow the calls from users and as may be directed by the officer/staff deputed for the purpose, for doing day to day repairing job. They must report to the Computer Section for duties and assignment of tasks. The tenderer shall also provide maintenance and repair services even at odd hours and even on holiday at the residence of Hon'ble Judges bungalows in case of emergency.

29. The tenderer shall also depute additional engineers, if required, to attend to the complaint on the same day, without any extra charge.

30. No extra charges for the replacement and repair of the parts of hardware shall be made.

31. The tenderer shall ensure that no damage is caused by its personnel to the hardware or software while undertaking repair or preventive maintenance work to any of the equipment or software or all of them at its own cost, expense, and further in case of such failure, the tenderer shall have to bear the cost of repair or replacement by any third party selected by the Registry. Bidder shall be responsible for any loss or damage causes to any hardware owing to negligence by its personnel.

**II. Cost of Tender document:-**

The interested tenderer should submit non-refundable Tender Fees of Rs. 5,700/- (Rupees Five Thousand Seven Hundred Only) by Demand Draft drawn in favour of Registrar, High Court of Bombay, at Nagpur.

**III. Opening of Tender and its Evaluation:-**

1. Technical Bids will be opened as per the Schedule mentioned in the Tender Document and the Financial Bids of technically qualified tenderers will be opened on a later date.
2. The decision of the Evaluation Committee in the evaluation of the Technical and Financial documents shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.
3. The High Court reserves the right to accept or reject any tender, to annul the tender process and to reject all tenders at any time before the award of the Contract, without thereby incurring any liability to the affected tenderer or tenderers or incurring any obligation to inform the affected tenderer or tenderers of the grounds about Tendering Authority's action.
4. The contractor/tenderer / participating agency or its official representative (the representative should produce a proper authority letter or certificate) is required to be present for the opening of the tender as per schedule along with all the original as well as self-attested copies of the documents submitted (Technical Cover and Financial Cover).

**IV. Earnest Money Deposit (E.M.D.) :-**

1. The interested tenderer/ is required to submit a refundable E.M.D. of Rs. 95,000/- (Rupees Ninety Five Thousand Only) in the form of Demand Draft (D.D.) from any Scheduled Bank drawn in favour of "Registrar, High Court of Bombay, at Nagpur" payable at Nagpur.

2. The Earnest Money Deposit of unsuccessful tenderer(s) will be returned after the acceptance of the successful tender within a reasonable time. The said Earnest Money will not earn any interest thereof. Earnest Money Deposit of the successful tenderer will be returned only after the successful completion of the contract.

**V. Performance Bank Guarantee:-**

1. The successful tenderer shall at his own expense submit with the High Court Administration Office, an unconditional and irrevocable Performance Bank Guarantee (Annexure - H) of an amount equivalent to 10% of the Contract value in Indian Rupees for one year within fifteen (15) working days from the date of Notice of award of the Contract or before signing of the contract whichever is earlier.

2. No interest shall be payable on the Performance Bank Guarantee.

**VI. Enforcement of Performance Bank Guarantee:-**

The High Court of Bombay, Nagpur Bench, Nagpur shall have the right to claim and demand the entire performance guarantee amount in the event of any breach or default of any terms and conditions of the tender document and the contract to be executed by the successful tenderer. The tenderer and the guarantor shall be under obligation to pay such sum as demanded by the High Court of Bombay, Nagpur Bench, Nagpur.

**VII. Contract Form :-**

1. The successful tenderer shall enter into a contract with the High Court Administration Office. Terms and Conditions specified in the Tender Document shall become part and parcel of the Contract Document.

2. Failure of the successful tenderer to abide by the Terms and Conditions of the Contract shall constitute sufficient ground for the annulment of the contract, (his bid) in that event, High Court Administration Office respond the right to accept the tender of next higher bidder or call for new tender.

**VIII. Other Conditions of Contract :-**

**Confidentiality :-**

1. The tenderer shall not obtain capture or store any data or information from the storage of the hardware or site and should not divulge to any person, subsidiaries, or groups of the tenderer or to any other person, any information in the course of the execution of its work and all the information gathered by the tenderer shall be treated as professional communications and confidential. Any violation of this clause shall lead to cancellation of the contract and invoking the said bank guarantee if any without notice to the tenderer and he shall be liable for further damages and criminal action.

2. The tenderer shall not encourage or partake in any form of software piracy during the contract period.

3. The tender shall not take the High Court of Bombay as a reference to their prospectus or of any clientele purpose.

**IX. Terms of Payment:-**

1. Payment will be made on a quarterly basis subject to verification and price/prices i.e., at the end of every quarter.
2. The payment would be made after deducting necessary taxes applicable, if any.
3. Payment will be made as per the availability of funds and clearance thereto.

**X. Downtime Penalty:-**

The response time, removal of defects etc., must be as given under, and failing which penalty mentioned against them shall be levied against the tenderer(s).

Items	Response time		Removal of defects		Extension of time with cogent reason in writing	Beyond extended time
	Not exceeding (from the time of receipt of complaint)	failing which penalty @ per day per complaint	Within	failing which penalty @ per day per complaint		
HCL Servers Infiniti Global Line 2700 STC	Same day	Rs. 500/- per day	24 Hrs.	Rs. 1000/- per day	Upton 48 Hrs. with a penalty.	Making available standby (of the same configuration) + enhancement of

## Tender Documents

Items	Response time		Removal of defects		Extension of time with cogent reason in writing	Beyond extended time
						penalty to Rs. 500/- per day per complaint from 3rd day onwards.
CISCO Switches 2960 (L2) and CISCO Switches 3750 (L3)	Same day	Rs. 500/- per day	24 Hrs.	Rs. 1000/- per day	_____ " _____	_____ " _____
CISCO 2800 Router	Same day	Rs. 500/- per day	24 Hrs.	Rs. 1000/- per day	_____ " _____	_____ " _____
Nomus Gateway Fibre V35 Network Modem	Same day	Rs. 500/- per day	24 Hrs.	Rs. 1000/- per day	_____ " _____	_____ " _____
17" KIOSK	Same day	Rs. 500/- per day	24 Hrs.	Rs. 1000/- per day	_____ " _____	_____ " _____
UPS 2KV (Numeric Make)	Same day	Rs. 500/- per day	24 Hrs.	Rs. 1000/- per day	_____ " _____	_____ " _____
UPS 2 KV (Uniline Make)	Same day	Rs. 500/- per day	24 Hrs.	Rs. 1000/- per day	_____ " _____	_____ " _____
UPS Alfa Online 10000 VA	Same day	Rs. 500/- per day	24 Hrs.	Rs. 1000/- per day	_____ " _____	_____ " _____
Kodak i1420 Scanners	Same day	Rs. 500/- per day	24 Hrs.	Rs. 1000/- per day	_____ " _____	_____ " _____
Lenovo Make Desktop Computers (windows)	Same day	Rs. 500/- per day	24 Hrs.	Rs. 1000/- per day	_____ " _____	_____ " _____

Items	Response time		Removal of defects		Extension of time with cogent reason in writing	Beyond extended time
HP All-in-One Windows 8 PC	Same day	Rs. 500/- per day	24 Hrs.	Rs. 1000/- per day	"	"
SAN Storage System (HP P2000 MSA)	Same day	Rs. 500/- per day	24 Hrs.	Rs. 1000/- per day	"	"
HP Laserjet Pro M202dw Printer	Same day	Rs. 500/- per day	24 Hrs.	Rs. 1000/- per day	"	"
HP Make All-in-One Window – 10 PC	Same day	Rs. 500/- per day	24 Hrs.	Rs. 1000/- per day	"	"
HP Colour Laser Printer 150 NW	Same day	Rs. 500/- per day	24 Hrs.	Rs. 1000/- per day	"	"
Kodak Alaris E1025 Scanners	Same day	Rs. 500/- per day	24 Hrs.	Rs. 1000/- per day	"	"
HP Make All-in-One PC (HP 400G6 AiO i5 Win-10)	Same day	Rs. 500/- per day	24 Hrs.	Rs. 1000/- per day	"	"
HP Make ProBook 440G8 Notebook Laptop	Same day	Rs. 500/- per day	24 Hrs.	Rs. 1000/- per day	"	"
HP Make All-in-One Desktop Computer (Win-10)	Same day	Rs. 500/- per day	24 Hrs.	Rs. 1000/- per day	"	"
LED Screen 50 inches (Panasonic LH-50AN3ND)	Same day	Rs. 500/- per day	24 Hrs.	Rs. 1000/- per day	"	"
Apple iPad Devices & Apple Pencil	Same day	Rs. 500/- per day	24 Hrs.	Rs. 1000/- per day	"	"

## Tender Documents

Items	Response time		Removal of defects		Extension of time with cogent reason in writing	Beyond extended time
HP 416 Ink tank Colour Printer	Same day	Rs. 500/- per day	24 Hrs.	Rs. 1000/- per day	"	"
HP LaserJet M1522N Multifunction Printer	Same day	Rs. 500/- per day	24 Hrs.	Rs. 1000/- per day	"	"
CISCO SX20 Video Conferencing Unit	Same day	Rs. 500/- per day	24 Hrs.	Rs. 1000/- per day	"	"
Lenovo All-in-One 20" Window Computers	Same day	Rs. 500/- per day	24 Hrs.	Rs. 1000/- per day	"	"

If the successful tenderer fails to send 2 qualified Engineers as specified above or they failed to attend to the complaints in respect of the hardware & software for which AMC is being awarded, a penalty of Rs. 1000/- per day, per Engineer will be imposed and the penalty amount shall be deducted from the quarterly payment of the tenderer.

In case of inordinate delay in rectifying the defect is found, this office shall have every right to recall the defective hardware from the bidder, and it will be repaired from the market and at the cost of bidder.

#### **XI. Liability :-**

1. The tender submission will be deemed to have been understood and as the tenderer has applied for tender after accepting and agreeing terms and conditions.

**XII. Termination :-**

1. In case of breach of any of the material obligations under the Contract, if committed by the tenderer, during the Contract period. The Registrar, High Court of Bombay Bench at Nagpur reserves the right to terminate the Contract by giving 15 days' notice.

2. The Contract may also be terminated with due notice in case of any unsatisfactory service performance by the bidder or any of his employee or engineer during the Contract period. If the services are not found to be satisfactory, the Performance Bank Guarantee is liable to be forfeited and No Interest is payable on the Performance Bank Guarantee.

3. If at any stage any bidder shows inability to perform any of the turnover conditions after the contract is finalized and awarded, for whatsoever reason(s) or to honour the contract, the Performance Bank Guarantee submitted is liable to be forfeited.

4. In the event of any breach or default of any terms and conditions of the tender document and the agreement to be executed by the successful tenderer. The Registrar, High Court of Bombay Bench at Nagpur reserves the right to blacklist a successful tenderer for a suitable period.

**XIII. Arbitration :-**

All disputes and differences arising out of in any way between bidder and High Court Administration shall be referred to the sole arbitrator, mediator or any person nominated by the Registrar (Administration), High Court of Bombay, Nagpur Bench, Nagpur. There will be no objection on the part of the successful bidder to any such appointment.

**XIV. Legal Jurisdiction: -**

All disputes are subject to the jurisdiction of Nagpur High Court only, preceded by Arbitration or mediation.

*AS*  
*17/04/2024*

Registrar (Administration),  
High Court Nagpur Bench, Nagpur

Date : 17/04/2024

To be furnished on the letterhead of the Auditor/ Chartered Accountant and placed in the Technical Envelope)

**SECTION-4**  
**ANNEXURES**

**ANNEXURE – A****List of Hardware Items**

<b>Sr. No.</b>	<b>Items</b>	<b>Quantity</b>	<b>Purchase Year</b>
1.	HCL Servers Infiniti Global Line 2700 STC	01	2009
2.	CISCO Switches 2960 L2	11	2009
3.	CISCO Switches 3750 L3	02	2009
4.	CISCO 2800 Router	01	2009
5.	Nomus Gateway Fiber V35 Network Modem	02	2009
6.	Nomus Gateway Fiber G703 Network Modem	02	2009
7.	17" KIOSK	02	2009
8.	UPS 2 KV (Numeric Make)	03	2009
9.	UPS 2 KV (Uniline Make)	02	2009
10.	UPS Alfa Online 10000 VA	01	2020
11.	Kodak i1420 Scanners	05	2013
12.	Lenovo Make Desktop Computers (Window)	08	2014
13.	HP All-in-One Windows 8 PC	10	2014
14.	SAN Storage System (HP P2000 MSA)	01	2014
15.	HP Laserjet Pro M202dw Printer	24	2015
16.	HP Make All-in-One Window – 10 PC	04	2019
17.	HP Colour Laser Printer 150 NW	02	2020
18.	Kodak Alaris E1025 Scanners	04	2021
19.	HP Make All-in-One PC (HP 400G6 AiO i5 Win-10)	140	2021

## Tender Documents

20.	HP Make ProBook 440G8 Notebook Laptop	27	2021
21.	HP Make All-in-One Desktop Computer (Win-10)	03	2021
22.	LED Screen 50 inches (Panasonic LH-50AN3ND)	30	2022
23.	Apple iPad Devices & Apple Pencil	13	2022
24.	HP 416 Inktank Colour Printer	01	2022
25.	HP LaserJet M1522N Multifunction Printer	02	2009
26.	CISCO SX20 Video Conferencing Unit	01	2013
27.	Lenovo All-in-One 20" Window Computers	05	2014

**Annexure – B**  
**TENDER FORM**

(This Tender Form should be filled up and place in Technical Envelope)

<b>Name of Agency</b>	
<b>Detailed Address</b>	
<b>Telephone Numbers</b>	
<b>E-mail I.D.</b>	

**Eligibility Criteria**

Sr. No.	Eligibility Criteria/List of documents to be uploaded serially in Technical Bid	Document attached Yes / No	Page No.
1.	1] Registration of Firm 2] Authorization Letter for authorized Service Partner of respective Companies or OEM (if applicable).		
2.	The bidder should have a minimum aggregate turnover of Rs. 30 Lakhs in support service only, during the last three years. Documents as per <b>Annexure-C</b> should be submitted.		
3.	The bidder should have maintenance experience of a minimum 3 years of providing service support in Government or PSU Offices dealing with similar Hardware/Software in respective fields. Preference will be given to those having more than 20 Thin Clients connected to the Server under Linux Operating System. Documents as per Annexure-D should be submitted.		
4.	The tenderer should submit a detailed list of Hardware Engineers containing their name, qualifications and joining dates who have completed a minimum of five years of service in the same company and are well acquainted with the Linux Operating System. Preference will be given for having experience in installation of RAID Server for at least 3 years.		
5.	The tenderer should have valid Documentary proof of Goods & Service Tax (GST) Registration Number.		
6.	The tenderer should have valid Documentary proof of Income Tax Registration (PAN).		
7.	The tenderer should have Income Tax Returns for the last three financial years.		

**Tender Documents**

Sr. No.	Eligibility Criteria/List of documents to be uploaded serially in Technical Bid	Document attached Yes / No	Page No.
8.	Undertaking that tenderer is not a party to any legal proceedings in any court of law.		
9.	Underrating that the tenderer must not be blacklisted by the Central/State Government, Corporations or Government Undertakings must be submitted by the tenderer.		

**Undertaking**

I/We \_\_\_\_\_ Company/Agency hereby undertakes that the above-mentioned information is true and correct to the best of my knowledge.

**Seal & Sign of Company/Agency/Firm**

Annexure C

Acceptance of Terms and Conditions

I / We hereby undertakes that the terms and conditions at Serial  
Nos. \_\_\_\_\_ and other particulars mentioned in e-Tender No.  
\_\_\_\_\_, dated \_\_\_\_\_ will be bound to us and  
will follow them scrupulously.

Hence this is our acceptance.

**Date:**

**Place:**

**Authorized Signature with Seal**

**Name:** \_\_\_\_\_

Annexure D

UNDERTAKING

I / We hereby undertakes that I / We are not party to any legal proceedings pending before the Hon'ble High Court or any other Court of law and also no criminal offence is registered against us.

Date:

Place:

Authorized Signature with Seal

Name: \_\_\_\_\_

Annexure – E

Undertaking

I / We \_\_\_\_\_ hereby declare  
that we have never been blacklisted / prosecuted by the Central / State Government,  
Corporations or Government Undertakings.

Date:

Place:

Authorized Signature with Seal

Name: \_\_\_\_\_

Annexure – F

PERFORMANCE BANK GUARANTEE FORM

[On Rs. 500/- Stamp Paper]

To: \_\_\_\_\_ (Name of Contractor)

WHEREAS \_\_\_\_\_ (Name of Tenderer) has undertaken the Contract, as per Tender No. \_\_\_\_\_ dated, \_\_\_\_\_ to provide \_\_\_\_\_ (Description of goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Tenderer shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Tenderer a guarantee:-

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Tenderer, up to a total of Rs. \_\_\_\_\_ (amount of the guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limit of \_\_\_\_\_ as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Signature and Seal

of Guarantors \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date :- \_\_\_\_\_

Address: \_\_\_\_\_

Annexure – GCONTRACT FORM

AGREEMENT MADE this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_, between \_\_\_\_\_ (hereinafter called "Vendor") of the one part and the Registrar (Admn.), High Court of Bombay, Nagpur Bench, Nagpur (hereinafter called the "Indenter") of the other part.

WHEREAS the Vendor has agreed to provide Onsite Comprehensive Annual Maintenance Contract of Computer Hardware Items installed at the High Court of Bombay, Nagpur Bench, Nagpur thereof enclosed to the Work Order, as per the terms and conditions agreed between the parties and whereas the Vendor has deposited with the High Court, Bombay, Nagpur Bench, Nagpur, sum of Rs \_\_\_\_\_/- ( \_\_\_\_\_ only) as a security for the fulfillment of this Agreement NOW ITS HEREBY AGREED between the parties hereto as follows :-

1. The Vendor has accepted the Contract on the terms and conditions set out in the Tender Notice No. High Court/Computer AMC/ \_\_\_\_\_ /2019 dated \_\_\_\_\_.
2. The Indenter has placed Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ with \_\_\_\_\_ for providing Onsite Comprehensive Annual Maintenance Contract of Computer Hardware Items at High Court Nagpur Bench for a period of one year from \_\_\_\_\_ to \_\_\_\_\_, at the total cost of Rs. \_\_\_\_\_/-, as per the Terms & conditions. Thus, this Contract shall remain in force with effect from \_\_\_\_\_ to \_\_\_\_\_. The payment of Onsite Comprehensive Annual Maintenance Contract shall be made to the Vendor by the Indenter on quarterly basis.
3. Upon breach by the Vendor of any of the conditions of the Agreement, the Indenter may issue a notice in writing, determine and put an end to this Agreement without prejudice to the right of the Indenter to claim damages for antecedent breaches thereof on the part of the Vendor and also to reasonable compensation for the loss occasioned by the failure of the Vendor to fulfill the Agreement, as certified in writing by the Indenter which certificate shall be conclusive evidence of the amount of such compensation payable by the Vendor to the Indenter.
4. Upon the determination of this Agreement, whether by efflux of time or otherwise, the said deposit shall after the expiration of 12 (Twelve) months from the date of such determination be returned to the Vendor but without interest and after deducting there from any sum due by the Vendor to the Indenter under the terms &

conditions of this Agreement.

5. This Agreement shall remain in force until the expiry of the date of Annual Maintenance Contract but notwithstanding anything contained herein or in the Tender Document and Acceptance Forms, the Indenter may cancel the Contract at any time upon giving one months' Notice in writing without compensating the Vendor.
6. In witness whereof the said \_\_\_\_\_ hath set his hand hereto and Indenter has on behalf of the High Court of Bombay, Nagpur Bench, Nagpur affixed his hand and seal thereto the day and year first above written.
7. Notices in connection with the Contract may be given by the Indenter (The Registrar (Administration), High Court of Bombay, Nagpur Bench, Nagpur or any Gazetted Officer of the High Court authorized by the Registrar (Administration), High Court of Bombay, Nagpur Bench, Nagpur)
8. In consideration of the payments to be made by the Indenter to the Vendor as hereinafter mentioned, the Vendor hereby covenants with the Indenter to provide the Goods and Services and to remedy defects therein conformity in all respect with the provisions of the Contract.
9. The Indenter hereby covenants to pay the Vendor in consideration of the provision of services, the contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
10. If subject to circumstances beyond control (Force Majeure), the Vendor fails to provide maintenance service in accordance with the conditions mentioned in the Tender Document, the Indenter shall at his option be entitled either:
  - (a) To impose downtime penalty upon the Vendor for non repairing/replacing of any Hardware Items within a prescribed time limit as mentioned in the Tender Document;

OR

- (b) To get repaired any Hardware Items, which could not be repaired by the Vendor with stipulated period, from the local market at the cost of Vendor;

OR

(c) To cancel the Contract.

11. In the event of action to be taken under (a), (b) or (c), the Vendor shall be liable for any losses which the Indenter may sustain on that account. The recovery on account of damages or by way of penalty under (a) above will be made by deducting the amount from payment to be made to the Vendor.

Nagpur.

Vendor

Witness: 1)

2)

Indenter

On behalf of the High Court of Bombay, Nagpur Bench Nagpur

**Annexure -- H****Financial Details of interested bidder**

(To be furnished on the letterhead of the Auditor/ Chartered Accountant and placed in the Technical Envelope)

The Annual Turnover for the last three consecutive financial years of M/s. \_\_\_\_\_ are given below and certified that the statement is true and correct.

<b>Financial Information in INR</b>	
<b>Details</b>	<b>Financial Years</b>
Annual Turnover from Internet Services (In Rupees)	
Average Annual Turnover (for the above 3 years) in Rupees -----	
<p><b><u>Supporting Documents :</u></b></p> <p>Audited certified financial statements for the last three FYs (2018-19, 2019-20 &amp; 2020-21) (Submission of copies of Profit/ Loss Account and Balance Sheet for the respective financial years is mandatory along with this form). A provisional Statement of account shall not be considered.</p>	

Filled-in information in this format must be jointly certified and sealed by the CA and the authorized representative of the Vendor and to be furnished in original along with the tender failing which the tender will be outrightly rejected. No scanned copy will be entertained.

**Signature and Seal of the Chartered Accountant with Date in original  
(with Membership No. on his seal)**

**Authorized Signatory [In full initials with Date and Seal]: \_\_\_\_\_**

**Communication Address of the Vendor:**

Annexure – IPast Experience Details (last 3 years)

(To be placed in Technical Envelope)

Sr. No.	Name of the Assignment with details thereof	Types of Service Provided	Name of the Client with complete address and contact number	Duration of the Assignment	Contract Value (in INR)	Period (Contract Start & end date)	Status (Completed/ Ongoing/ etc.)
A	B	C	D	E	F	G	H
1							
2							
3							
4							
5							

**Note :-** Vendors are requested to furnish the list of the assignments undertaken during the last 3 Financial Years (2020-21, 2021-22 & 2022-23) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document / Completion Certificate from the previous Clients need to be furnished along with the above information.

Authorized Signatory [In full initials with Date and Seal] \_\_\_\_\_

Communication Address of the Vendor: \_\_\_\_\_