

HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

No. N/Cash/7428/2024.
DATE:- 06/07/2024.

**Tender Notice for Comprehensive Annual Maintenance Contract of 20
KVA UPS at Bombay High Court, Bench at Aurangabad.**

The Registry of Bombay High Court, Bench at Aurangabad invites sealed Tenders from eligible vendors for “Onsite Comprehensive Annual Maintenance Contract for 20 KVA UPS.

GENERAL INSTRUCTIONS :-

[1] The Bidders are expected to examine all instructions, forms, terms and conditions in bidding documents. Failure to furnish all information required by the bidding Documents or submission of a Bid not substantially responsive to the bidding Documents in every respect, shall be at the Bidder’s risk and may result in rejection of the Bid. The Bid is liable to be rejected outrightly without any intimation to the Bidder, if complete information called for the Tender Document is not given therein or if any particulars asked for in the Forms / Proforma in the Tender are not fully furnished.

[2] The interested Bidder should submit photocopies of documents serially as per details mentioned in the Annexure “B” and should quote the price of AMC as per price bid given at Annexure- “A”.

[3] The sealed envelope should be superscribed with the “Quotation for Comprehensive AMC of 20 KVA UPS” and it must reach to this office upto 5.00 pm. on or before 16/07/2024.

[4] The successful Bidder shall at his own cost submit an unconditional and irrevocable Performance Bank Guarantee of 03% of Purchase Value, with the Tender Issuing Authority, at the time of contract.

[5] The Performance Bank Guarantee will be returned to the successful bidder after satisfactory completion of contract period without interest. If bidder has breached any of the terms & conditions or fail to provide satisfactory services immediately during the contract period, the said performance Bank Guarantee will be forfeited by the Registry of High Court Bombay, Bench at Aurangabad.

[6] As far as possible the Bidder should be an authorized Service Partner of respective Companies.

[7] The bidder shall quote the price for CAMC of 20 KVA UPS, as per details mentioned in the Annexure "A" of tender document respectively. The quoted price shall be in Indian rupees, with GST, all statutory levies if any, charges by State or Central Government etc. and will not be subject to any price escalation during the contract period.

[8] The Tender Offer shall be valid for a period of 90 days.

[9] The Registry of High Court of Bombay, Bench at Aurangabad reserves the right to accept or reject any tender as also to alter any or all of the terms and conditions without assigning any reasons thereof.

[10] The Annual Maintenance Contract shall cover comprehensive maintenance of

the specified UPS including all components and relative parts, including wiring of specified requirement, if any.

[11] The Contract period is for one year OR contract period is subject to replacement of UPS. And if such replacements are made, the office reserves right to deduct the amount of such replacements if any, while making payment. The contract is liable to be terminated during the contract period, if the services of the successful bidder is not up to the satisfaction of competent Authority(s).

[12] In case of any up-gradation in the system during the proposed maintenance period, the maintenance shall be continued to cover the upgraded system during Contract period.

[13] The successful bidder shall arrange for monthly visit of the Area Manager and quarterly visit by the Regional Manager.

BID SECURITY (EMD – EARNEST MONEY DEPOSIT)

[1] The Bidders shall submit the demand drafts for Rs.1500/- as a tender fees (Non Refundable] and Rs.5000/- [Refundable] as an EMD payable at Aurangabad, from any nationalized bank drawn in favour of Registrar (Administration), High Court of Bombay, Bench at Aurangabad. Quotation without EMD and Tender Fees will be rejected summarily.

[2] The EMD will be forfeited under the following circumstances: (i) If a Bidder withdraws its bid during the period of bid validity, Or (ii) If the Bidder fails to accept corrections of arithmetic errors identified by the High Court in the Bidder's bid (if

any), Or (iii) If the Successful Bidder fails to make arrangement within the stipulated time, Or (iv) If the Successful Bidder fails to accept the Letter of Award and /or execute an agreement within the stipulated time, (v) If the Successful Bidder fails to furnish the Performance Guarantee within stipulated time.

PERFORMANCE BANK GUARANTEE :-

[1] The successful Bidder shall at his own expense submit an unconditional and irrevocable Performance Bank Guarantee with Tender Issuing Authority within fifteen (15) working days from the date of award of Contract OR Prior to signing the contract whichever is earlier. An unconditional and irrevocable Performance Bank Guarantee (as per Annexure - C) of an amount equivalent to 3% of Contract value in Indian Rupee, be submitted by successful bidder.

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

[3] The Performance Bank Guarantee will be returned to the successful bidder without interest after satisfactory completion of contract period. If bidder has breached any of the terms & conditions or fails to provide satisfactory services the said performance Bank Guarantee will be immediately confiscated by the Registry of High Court of Bombay, Bench at Aurangabad Bench.

SCOPE OF WORK AND UPTIME GUARANTEE :-

[1] The successful Bidder should guarantee a minimum uptime of 99% during the maintenance period and shall always maintain a detailed 'breakdown and repair' within stipulated time.

[2] In case of break down or any obstacle in functioning of a specified UPS, the successful Bidder shall ensure that, the same is repaired within specified time and in case of failure to repair, should provide an equivalent or higher configuration spare replacement, without any additional charges.

[3] The Spare parts for standby or replacement should be 100% compatible and shall support respective equipment. All spare parts are to be made available at site itself.

[4] The successful Bidder shall appoint well experienced Service Engineers for regular maintenance of UPS and the urgent work as and when needed by the Registry of High Court of Bombay, Bench at Aurangabad shall be done preventive maintenance on quarterly basis.

[5] The Service Engineer appointed shall attend the complaints and its resolution under Contract. The Service Engineer receiving the complaints shall keep a proper Call Log Record. Call Logging to the company and follow up for receiving and replacing component will be the responsibility of Service Engineer.

[6] Interested bidder(s), if so desire, may obtain detailed configuration of the UPS on any working day between 4 p.m. to 5 p.m. by visiting Computer Section of Bombay High Court, Bench at Aurangabad.

[7] The decision of the Evaluation Committee in the evaluation of the Qualification criteria and Commercial Bids will be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.

Note : The Registry of High Court, Bench at Aurangabad reserves the right to waive any minor informality or non-conformity or irregularity in the Technical bid.

[8] The Registry of High Court of Bombay, Bench at Aurangabad reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract, cancel the tendering process at any stage without thereby incurring any liability to the affected Bidder or Bidders and the Registry shall not be under obligation to inform the affected Bidder or Bidders of the grounds for Tendering Authority's action.

CONTRACT FORM :-

[1] The successful Bidder shall enter into a contract with the Tender issuing Authority as per terms and conditions decided by the Registry of High Court of Bombay, Bench at Aurangabad. Terms and Conditions specified in the Tender Document shall become part and parcel of the Contract Document.

[2] Failure of the successful Bidder to agree with the Terms and Conditions of the Bid/Contract shall constitute sufficient grounds for annulment of the award, in that event, Tender issuing Authority may make the award to the next Best Value Bidder or call for new Bids.

OTHER CONDITIONS OF THE CONTRACT

CONFIDENTIALITY :-

[1] The Vendor shall not divulge to any person, subsidiaries or groups of the Vendors or to any other person, any information obtained by him in the course of its execution of work and all the information gathered by the Vendor shall be treated as

professional communications and confidential. Any violation of this clause shall lead to cancellation of the Contract and invoking Bank Guarantee, if any, without notice to the Vendor and appropriate action will be taken by this Registry of Bombay High Court, Bench at Aurangabad against the contractor.

TERMINATION :-

[1] The High Court of Bombay, Bench at Aurangabad reserves the right to terminate the Contract by giving due notice in case of breach of any of the material obligations under the Contract, if committed by the Vendor, during the Contract period.

[2] The Contract may also be terminated in case of any unsatisfactory service performance during the Contract period without notice.

PAYMENT TERMS :-

[1] The Payment will be made on quarterly basis after deducting penalties (if any) subject to availability of Budget and passing of bill from Treasury at Aurangabad.

[2] The payment would be made after satisfactory performance report received from the Computer Section of this Registry after deducting GST and Income Tax as per Government Rules.

DOWNTIME PENALTY :-

[1] The response time, removal of defects etc. must be as under, failing which, penalty mentioned against UPS shall be levied against the Vendor.

<u>Items</u>	<u>Response time</u>	<u>Removal of defects</u>

	<u>Not exceeding</u> <u>(From the time of</u> <u>receipt of complaint</u>	<u>Within</u>	<u>Failing which</u> <u>penalty @ per Hrs.</u> <u>per complaint</u>
<u>20 KVA UPS</u>	<u>Same day</u>	<u>5 Hrs</u>	<u>Rs.100/- per Hrs.</u>

In case of inordinate delay in rectifying the defects noticed, this Court shall have every right to repair the same from local market at Vendor's cost.

ARBITRATION :-

In the event of any dispute or difference arising out or touching upon any of the terms and conditions of this contract and / or in relation to the implementation or interpretation thereof, the same shall be resolved initially by mutual discussion and conciliation but in the event of failure thereof, the same shall be referred to the sole arbitrator appointed by High Court Registry. The arbitration shall be at Aurangabad and the Arbitrator shall give his award in accordance with "The Arbitration and Conciliation Act, 1996". The decision of the arbitrator shall be final and binding upon the parties.

LEGAL JURISDICTION :-

All Legal disputes are subject to the Jurisdiction of Chhatrapati Sambhajnagar Court in Maharashtra only.

Date:- 06 /07/2024.

Sd/-
Registrar [Admin.]
High Court Bombay
Bench at Aurangabad.

Annexure – A

Price Bid

Sr. No .	<u>Details of 20 KVA UPS</u>	No. of items	Quoted Amount, with taxes, for the period of one year.		
			Principal Amount	GST % & Amount	Total Amount Including GST
1	UPS (20 KVA) Amararaja AMARON Quanta 12AL100N, 12V 100H, 30 Battery (Purchase Year 2018)	02			----- /- Per Year.

Annexure 'B'
TENDER DOCUMENT

Tender Notice for Comprehensive Annual Maintenance Contract of 20 KVA UPS installed at High Court, Bench at Aurangabad

(This tender document proforma should be filled in & attached with tender)

Name of Agency	
Detailed address	
Telephone Numbers	
E-mail Id	

Section I : - Eligibility Criteria

Sr. No.	Eligibility Criteria/ List of documents to be uploaded serially in technical cover	Documents uploaded Yes/No
1	The Bidder should have a minimum aggregate turnover of Rs.25 Lakhs in support service only, during last three years. [CA Certificate]	
2	The Bidders should have maintenance experience of minimum 3 years of providing service support in Government or PSU Offices dealing with UPS/similar in respective fields. [Copies of Work order and Certificate of satisfactory services should be submitted.]	
3	Certificate of GST Registration	
4	Certificate of PAN	
5	Copy of Acceptance of terms and conditions with the sign & seal of company/agency	
6	Shop Registration/Trade license	
7	DD No. _____ dtd. _____ for Rs.1500/- as a Tender Fees	
8	DD No. _____ dtd. _____ for Rs.5000/- as a EMD	

Undertaking

- 1) I/We M/s. _____, do hereby undertake that, I/We have read and understood all the terms and conditions of e-tender notice and agree to abide by them.
- 2) I/We M/s. _____ Company/agency hereby undertake(s) that, the above mentioned information is true and correct and my company/firm is/are not black listed by The Central/State Government, Corporations or Government Undertakings.

Seal & Sign of Company/agency/firm

Annexure - C

PERFORMANCE SECURITY FORM

To,
The Registrar (Admn.)
High Court of Judicature at Bombay,
Bench at Aurangabad.

WHEREAS _____ (Name of Contractor) 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: _____