

**HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

No.N/Cash/13093/2023

Date: 20/11/2023

**E-Tender Notice for Comprehensive Annual Maintenance
Contract of Hardware items & Networking including Refilling of
toner Cartridges, with replacement of spares thereof at Bombay
High Court, Bench at Aurangabad.**

The Registry of Bombay High Court, Bench at Aurangabad invites e-tenders from eligible vendors for “Onsite Comprehensive Annual Maintenance Contract for various Computer Hardware Items & Networking including Refilling of toner Cartridges with replacement of spares thereof.

Interested parties may submit their Tender Offer on or before 29/11/2023 up to 3.00 P.M. on e-tendering website of Government of Maharashtra i.e. <https://mahatenders.gov.in>. The tender document and terms and conditions are available on the websites viz. <https://mahatenders.gov.in> and <https://bombayhighcourt.nic.in>.

Other Tender Information :

Tender Fees	E.M.D.	Security Deposit	Contract Period	Tender Value approx.
Rs.2800/- Non-Refundable	Rs.10000/-	10% of Contract Value	01 Year	8,25,000/-

The e-tenderers to note that, it is highly important that, all activities like buying forms /downloading / filling in bids / inclusion of bids / depositing Tender Fees/E.M.D. etc. should be completed within a stipulated time according to the time table given below.

SCHEDULE FOR E-TENDER

Date & Time of Publication	21//11/2023 At 10.00 AM
Date & Time to Start for Document Download/Sale.	21/11/2023 At 10.00 AM
Date & Time to Start for submission of Bid.	21/11/2023 At 10.00 AM
Last date & time for Document downloading / Sale.	29/11/2023 at 3.00 p.m.
Last date & time for submission of Bid	29/11/2023 at 3.00 p.m.
Date & Time to Open Bid.	30/11/2023 at 3.05 pm [if possible]

Interested Parties/firms/bidders may log on the website <https://mahatenders.gov.in> & www.bombayhighcourt.nic.in for details Terms and Conditions and to inquire for technical information on Toll Free No.0120-4200462/4001002/4001005/6277787 and for other Tender inquiry on phone No.0240-2993303.

Date :20/11/2023.

Sd/-
REGISTRAR [ADMN.]
High Court of Bombay
Bench at Aurangabad

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. As far as possible the Bidder should be authorized Service Partner of respective Companies.
3. The bidder shall quote the price for CAMC of Computer Hardware as well as Refilling of Toners/Cartridges including required spare parts during contract period, as per details mentioned in the Annexure "A" & "B" of tender document respectively. The quoted price shall be in Indian rupees, includes 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.
4. The Tender Offer shall be valid for a period of 180 days.
5. The High Court of Bombay, Bench at Aurangabad reserves the right to split orders and / or accept or reject any tender as also to alter any or all of the terms and conditions without assigning any reasons thereof.
6. The Annual Maintenance Contract shall cover comprehensive maintenance of the specified Hardware including the Softwares installed thereon, recovery and transfer of data of user, Power cables, Power Adapter etc.
7. In case of specified Computer Hardware items being shifted to any other locations, maintenance shall continue to be applicable.
8. The Contract period is for one year OR contract period is subject to replacement of Hardware items by authorities, 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 firm is not up to the satisfaction of competent Authority(s).

9. 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.

10. The Vendor shall not have any objection regarding the third party Hardware installation by High Court of Bombay, during the Contract period.

11. The Vendor shall arrange monthly visit of the Area Manager and quarterly visit by the Regional Manager.

12. The Bidder should quote prices in BOQ only.

13. List of Hardware Items for Comprehensive Annual Maintenance Contract is enclosed at **Annexure “A”**. List of Printers in use at Aurangabad Bench to be covered under Refilling Contract including replacement of necessary spare parts thereof at **Annexure “B”** of tender document.

BID SECURITY (EMD – EARNEST MONEY DEPOSIT)

1. Interested parties are required to submit Tender Fees of Rs.2800/- [Non refundable] and EMD of Rs.10000/- [Refundable) through online mode.

2. The Earnest Money Deposit will be returned as per procedure of e-Tendering Procedure.

3. 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 at his own expenses 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 10% 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 at Aurangabad Bench.

SCOPE OF WORK AND UPTIME GUARANTEE :-

1. The Vendor should guarantee a minimum uptime of 99% during the maintenance period. The Vendor shall always maintain a detailed 'breakdown and repair' records of Computer Hardware items.
2. In case of break down or any obstacle in functioning of a specified Computer Hardware items, the Vendor shall ensure that, the same is repaired within specified time. In case of failure to repair, Vendor should provide an equivalent or higher configuration spare replacement, without any additional charges.
3. Spare parts for standby or replacement should be 100% compatible and shall support respective equipment in the specified Computer Hardware items. spare parts are to be made available at site itself.
4. **The Vendor shall appoint Two (02) well experienced Service Engineers for Hardware maintenance & Networking at old and Annexe building and one (01) well experienced refilling person exclusively for refiling of Toners/Cartridges during the contract period at its own**

expenses.

5. **The Service Engineer(s) appointed shall attend the complaints and its resolution under Contract. The Service Engineers will receive complaints and 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. The Service Engineers shall also be required to attend complaints / calls of other hardware equipments, which are not covered under Contract. The complaint Log of such calls will have to be maintained separately. The Service Engineer will also be required to attend any type of System related calls at the residences of the Hon'ble Judges (Including Hardware & Networking.)**

6. **The Service Engineer(s) appointed under the Contract shall have to attend his duties in this Hon'ble Court from 9.45 AM till call log/related work is finished by Computer Section on working days. Service Engineer(s) may also be required to attend complaints during odd hours and on Court holidays including, complaints at the residences of the Hon'ble Judges. The service engineer(s) should be well qualified and able to resolve all hardware & networking related problems.**

7. Interested bidder(s), if so desire, may obtain detailed configuration of the Hardware and information regarding refilling work on any working day between 4 p.m. to 5 p.m. from Computer Section of Aurangabad Bench.

SPECIAL TERMS AND CONDITIONS FOR REFILLING WORK.

1. **The Contract period for Refilling Services will be for 11 months only w.e.f. 01/02/2024 to 31/12/2024.**

2. The selected firm/vendor shall give a Guarantee for a minimum period of 45 days for parts and 2000 Prints for refilling for smooth performance of Cartridges/Toners.

3. Response time of the Vendor shall not exceed 30 minutes for collecting the printer Toner/Cartridges in case of urgent requirement.
4. The printer cartridges collected by the Vendor for refilling shall be delivered to the respective Branches of the High Court, Bench at Aurangabad immediately on the same day.
5. The Vendor shall Refill the cartridges even on Holidays and Public Holidays as per the requirement of High Court, Aurangabad Bench in case of extreme urgency.
6. The Vendor shall be solely responsible for replacing each and every part [Original] of the printer toner/ cartridge without any extra charge. The changed parts must be original to the said printers.
7. The Toner powder must be used in the original toner i.e. HP, Canon, Brother etc. It will be the total responsibility of the vendor to use above original Powder for refilling of Toners, for ensuring long life of official documents/Original Judgments etc.
8. The Vendor shall arrange standby Cartridges in sufficient numbers considering the urgency of work at their own cost and shall refill the collected toners also replace the original parts under the supervision of official so as deputed by the Computer Section of this Registry and report thereof shall be submitted with invoice.
9. The life of printed text shall be minimum 50 years after refilled Cartridge/Toner of the printer.

10. The spare parts of cartridge i.e. Drum, Doctor Blade, PCR Roller, Magnet Roller, wiper Blade, chip etc. changed/replaced should be of the make of original equipment manufacturer [OEM].

11. The Refilled Cartridges/Toners, not performing to the satisfaction of the user, shall be returned to the vendor for replacement. The vendor should Refill the Cartridges/Toners without any additional cost.

12. It shall be the responsibility of selected Firm/Vendor to check viability of empty Cartridge/Toner for refilling and replacement of parts if necessary, if the Registry finds that the vendor has Refilled or replace the parts when not needed, the Registry will taken appropriate action against the Contractor.

13. The selected Firm shall have to depute well experienced residential refilling person at High Court Bombay Bench at Aurangabad from 10.00 a.m. to 5.00 p.m., or till the completion of work on every working day for refilling the Cartridges/Toner and vendor shall be responsible for providing express service to the users.

OPENING OF BIDS AND BID EVALUATION :-

1. The technical Covers will be opened as per Schedule mentioned in the Tender Document and Financial Covers of technically qualified Bids only will be opened on later date as per procedure of e-Tendering System of Government of Maharashtra.

2. The CAMC award will be given to the bidder on the basis of lowest in total cost of bid, including Hardware maintenance, Refilling work and manpower etc.

3. 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 : High Court reserves the right to waive any minor informality or non-conformity or irregularity in the Technical bid.

4. The High Court 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, without thereby incurring any liability to the affected Bidder or Bidders or any 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 High Court Registry. 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 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 will be taken by this Registry against the contractor.

2. The Vendor shall not encourage or partake in any form of Software piracy during the Contract period.

3. The Vendor shall not take High Court of Bombay as reference to their

prospectus of clientele for any purpose.

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 Hardware Items 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 day</u> <u>per complaint</u>
<u>Desktop</u> <u>Computers/Thin</u>	<u>Same day</u>	<u>24 Hrs</u>	<u>Rs.50/- per day</u>

<u>Clients</u>			
<u>Servers</u>	<u>2 Hrs</u>	<u>5 Hrs</u>	<u>Rs.100/- per day</u>
<u>Refilling including replacement necessary spares thereof.</u>	<u>1/2 Hrs</u>	<u>1 Hrs.</u>	<u>Rs.50/- per Cartridge.</u>
<u>Other articles</u>	<u>2 Hrs</u>	<u>5 Hrs</u>	<u>Rs.100/- per day</u>

In case of inordinate delay in rectifying the defects noticed, this Court shall have every right to repair defective Hardware including refilling work 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 Aurangabad Court only.

Date:- 20/11/2023.

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

Annexure – A

List of Hardware items to be covered under CAMC

Hardware Components

SERVERS

Sr.No.	Particulars	No. of items	Purchased Year
1	HP Company Make SAN Server (Model : HP Store Easy 1430 storage, Model: HP/P 2000 SAN System) 30 TB Storage Capacity. Usable Capacity on SATAII/NL-SAS Drive.	1	2014
2	Dell Company Make (Model : DLES5356-2P Power Edge R 440) 2 Processor Intel Xeon CPU Silver 4116 2.10GHz, Memory :128GB, Storage :1.2TB 10K X SAS Disk	02	2019
3	Dell Company Make DLES5356- 2 PROCESSOR, RACK MOUNT SERVER, Power Edge R440, Motherboard and Chipset: Intel C621, Intel Xeon Bronze 3106, 16 GB , Storage : 2X 1TB SATA III Hot Swap HDD 7200rpm , DVD ROM DRIVE	08	2019

COMPUTERS / PC

Sr.No.	Particulars	No. of items	Purchase Year
4	HP Company Make Desktop Computer All-in-one (Model 600 G4) (Ubuntu OS) Intel i5 8th Gen, 4 GB RAM , HDD Storage 1TB.	240	2018
5	Make Acer Desktop Computer All-in-one Model Z4640G All-in-one (Model 600 G4) (Windows OS) Intel i5 7th Gen, 4 GB RAM , HDD Storage 1TB.	30	2019
6	HP Make Desktop Computer All-in One (HP Pro One 400 G6 24) (Windows OS) Intel Core i5 V Pro , 8 GB RAM , HDD Storage 1TB.	100	2020
7	Thin Client (HCL Winbee)	05	2009
8	Thin Client (TVS Itona)	01	2005

PRINTERS

Sr.No.	Particulars	No. of items	Purchase Year
9	Bar Code Printer (Intermec PF8T)	01	2009
10	Mono Laser Printer Canon - LBP151DW	230	2018
11	Network Printer Kyosera Make Model- P2040DW	20	2018
12	Kyosera Multifunction Device 2040DN (Scan, Copy, Print with Network),	10	2018

NETWORK DEVICES / PERIPHERALS

Sr.No.	Particulars	No. of items	Purchase Year
13	I/O PORTS (CAT 6 Connectivity)	540	2020
14	Switches (Model No. D-link DGS-1210 -2S)	37	2021
15	Fiber Switch (Model D-link DGS-1210-12TS/ME)	1	2021
16	Fiber Switch (Model D-link DGS-3130-30S)	1	2021
17	D-link switch 24 Port	2	2017
18	CISCO 8900 M Series Routers (Model: C841M-4X)	1	2022

OTHER HARDWARE

Sr. Nos	Particulars	No. of items	Purchase Year
19	Laptop (Model No. HP Pro Book 440)	1	2016
20	Scanner (i1150) Make - Kodak Scan Mate-2018	5	2018
21	Scanner (i1150) Make - Kodak Scan Mate	2	2019
22	Kiosk (Thin Client based Free Standing type Model No. Agmatel IKTC 19)	1	2015
23	Rack Mountable 1(U) 8 Port KVM Switch	01	2019
24	Projector Make :- Hitachi Model No. :- CP-X3042WN	01	2018

Note: 1. Network is having Fiber Optic backbone as well as CAT 6 Cabling in the High Court premises.

2. For Scanners bidder will replace the consumable items.

3. Interested bidders may verify detailed configuration of Hardware by visiting Computer Section, on any working day during 4.00PM to 5:00PM.

ANNEXURE “ B”

HIGH COURT OF BOMBAY, BENCH AT AURANGABAD.

List of Printers in use at Aurangabad Bench to be covered under Refilling Contract including replacement of necessary spares thereof.

Sr. No.	Printer Model No.	Approx Qty.	Details of parts to be replace during the contract period
1	Brother Printer MFC 8370dn	02 Nos.	Refilling of Empty Toners/Cartridges & replacement of spare parts viz. Magnet Roller, Drum, PCR, Wiper Blade, Doctor Blade, Chip etc.
2	HP LaserJet Pro M202	30 Nos.	
3	HP LaserJet 1008	30 Nos.	
4	Canon LBP 6018B	15 Nos.	
5	Canon MF 151DW	240 Nos.	
6	Canon MF 244DW	20 Nos.	
7	Kyocera 2040DW	20 Nos.	
8	Kyocera 2040DN	10 Nos.	
9	Hp Laserjet m 1522n	01 Nos.	
10	Canon LBP 161DN	01 Nos.	
11	Canon Image Class MFB43CDW	02 Nos.	
Note : - The bidders shall quote the rates for Refilling of Toners/Cartridges for the period of 11 months, including all taxes and spare parts required during the contract period.			

Annexure – C
PERFORMANCE SECURITY FORM

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 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 'D'

TENDER DOCUMENT

**e-Tender Notice for Comprehensive Annual Maintenance Contract of Hardware Items
installed at High Court, Bench at Aurangabad**

**(This tender document proforma should be filled in & uploaded with the
technical bid)**

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 similar Hardware/Software 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	

Undertaking

1)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)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