

HIGH COURT OF JUDICATURE AT BOMBAY
Hutatma Chowk,
Fort, Mumbai 400 032.
TENDER NOTICE NO. HIGH COURT/AMC OF HARDWARE/449/2023

**Tender Notice for Onsite Comprehensive Annual Maintenance Contract of
Hardware items installed at the Bombay High Court**

The High Court of Judicature at Bombay invites online bids (Technical & Financial) from eligible bidders for **“Onsite Comprehensive Annual Maintenance Contract for the various Hardware Items installed at the Bombay High Court”**. Interested parties may submit their Tender Offer **on or before 02/11/2023 up to 02.00 P.M.** on e-tendering Website of Government of Maharashtra i.e. <http://mahatenders.gov.in>. The Tender document and the Terms and Conditions are available on the Websites viz. <http://mahatenders.gov.in> and <http://bombayhighcourt.nic.in>.

Date : 21st October 2023

Sd/-
Registrar General
High Court, Bombay.

HIGH COURT OF JUDICATURE AT BOMBAY

Hutatma Chowk,

Fort, Mumbai 400 032.

TENDER NOTICE NO. HIGH COURT/AMC OF HARDWARE/449/2023

**TENDER DOCUMENT FOR ONSITE COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT OF HARDWARE ITEMS INSTALLED AT THE BOMBAY HIGH COURT.**

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SECTION- I

1. DEFINITIONS

- a) **“Applicable Law”** means the laws, enactments and any other instruments having force of law in India, as may be issued from time to time.
- b) **“Authority”** means the authorized officer of the High Court.
- c) **“Bank” or “Banks”** refers to all scheduled Indian Banks as per the current list of RBI.
- d) **“Bidder”** means a Company, a firm or Joint Venture or Consortium which participates in the tender and submits its proposal.
- e) **“Contract”** means the agreement entered into between the Registrar General, Bombay High Court and the Service Provider/Bidder as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- f) **“Contract Price”** means the price payable to the Successful Bidder under the Letter of Award for the full and proper performance of its contractual obligations. The Contract Price shall be deemed as “Contract Value” appearing anywhere in the document.
- g) **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the contract, procurement process or in contract execution.
- h) **“High Court”** means the High Court of Judicature at Bombay and its Benches at Nagpur and Aurangabad.
- i) **“in writing”** means communicated in written form with proof of receipt.
- j) **“Letter of Award”** means a signed letter by the Registrar General, Bombay High Court to award the work, to successful bidder.
- k) **“NIT”** is the Notice Inviting Tender. It is essentially the Press Notification of the Tender.
- l) **“OEM”** means Original Equipment Manufacturer.
- m) **“Project”** means all Activities covered under present contract.

- n) **“Registrar General”** means the Registrar General of the High Court of Judicature at Bombay.
- o) **“Service Provider”** means a Company a firm or Joint Venture or Consortium which participates in the tender or supplying the Services and work under this Contract.
- q) **“Site”** shall mean all identified locations within the HIGH COURT or any other place as directed by the Registrar General, where the bidder/ Service Provider shall provide the Services.
- r) **“Successful Bidder”** means the Bidder, who, after the complete evaluation process, gets the Letter of Award.
- t) **“Sub Contractor”** means any person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Services is subcontracted by the bidder / Service Provider.

SECTION- II:- ELIGIBILITY CRITERIA

Sr. No.	Eligibility Criteria	Documentary Proof to be attached
1	As far as possible the Bidder should be OEM or Authorized Service Partner of OEM	If Authorized Service Partner of OEM then Authorization Letter of the OEM.
2	The Bidder should have average annual turnover of Rs.25 Lakhs during Financial years 2020-21, 2021-22 and 2022-23 from sales and support services.	CA Certificates and Audited Balance Sheet.
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.
4	The Bidder should have valid Documentary proof of Registration Certificate of GST (Goods Service Tax) and Income Tax Registration (PAN)	Copies of GST registration and PAN
5	The Bidder must not be blacklisted by the Central/State Government, Corporations or Government Undertakings.	Declaration to that effect.

SECTION- III:- SCHEDULE

Tender Reference	TENDER NO. HIGH COURT/AMC OF HARDWARE/449/2023
Date of Publication	26/10/2023 (11.30 a.m.)
Last date and time for submission of Tender Offers.	02/11/2023 (02.00 p.m.)
Time and Date of opening of Tender Offers	03/11/2023 (02.00 p.m.)
Tender should be addressed to	The Registrar General, High Court, Bombay, by Designation.
Address for communication	The Central Project Co-ordinator, High Court, Bombay.
Contact Telephone No. and email address.	022-20820565 cpc-bom@aij.gov.in

SECTION- IV:- SCOPE OF WORK & UPTIME GUARANTEE

1. The Vendor shall guarantee a minimum uptime of 98% 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 occurrence of any obstacle in functioning of the specified Computer Hardware items, the Vendor shall ensure that the same is repaired within the specified time. In case of failure to repair the same within stipulated time the Vendor shall provide equivalent or higher configuration spare replacement, without any additional charges.

3. The spare parts for standby or replacement shall be 100% compatible and shall support respective equipment in the specified Computer Hardware items and spare parts are to be made available at site.

4. The Vendor shall **appoint a minimum five well experienced Service Engineers** exclusively for attending complaints and its resolution under the Contract. From the five Engineers so appointed, one Engineer shall have experience of Maintaining, Configuring servers / Blade Servers and Ubuntu and Red Hat Enterprise Linux. They shall receive complaints and keep a proper Call Log Record. The Call Logging to the company and follow up for receiving and replacing component will be responsibility of Service Engineers. The Service Engineers shall also to attend complaints / calls of other hardware equipment, those are not covered under Contract. The complaint Log of such calls will have to be maintained separately. The Service Engineer will also required to attend any type of System related calls at the residences of the Hon'ble Judges on all days including holidays and public holidays.

5. If the bidder(s), so desire, they may obtain detailed configuration of the above said items on any working day between 4 – 5 p.m. from Assistant Registrar (I.T.), High Court, Bombay. (Contact No. 7045649919).

6. The Vendor shall agree to take the Annual Maintenance Contract of all the Hardware items “as is where is basis.”

SECTION- V:- INSTRUCTIONS

5.1 General:-

1. The Bidders are expected to examine all instructions, forms, terms and conditions of the Tender Document. Failure to furnish all the information required by the Tender Document or submission of a Bid not substantially responsive to the Tender Document 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 or particulars required by the Tender Document or the Forms/Proforma thereof are not given.
2. As far as possible, the Bidder shall be authorized Service Partner of the respective companies.
3. The prices quoted by the Bidder shall be in Indian rupees and shall not be subject to any price escalation. Taxes are to be shown separately.
4. The Tender Offer shall be valid for 360 days.
5. The High Court reserves the right to split orders and/or accept or reject any quotation 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 items including the Software installed thereon, recovery and transfer of data of users, Power cables, Power Adapter.
7. In case of specified Computer Hardware items being shifted to any other locations, the maintenance shall continue to be applicable. The specified Computer Hardware items may be relocated outside Bombay at the High Court Benches, (Nagpur, Aurangabad, Panji at Goa) other Courts or locally at Metro Courts or at residences of Hon'ble Judges. The bidder shall agree to provide the services at the location where Hardware items relocated.
8. In case, for any reasons the specified Hardware under maintenance are discontinued for use by the High Court, the said Hardware items will be removed from AMC.
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 the High Court, during the Contract period.

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

12. The Service Engineers appointed under the Contract shall have to attend their duties in this Court from 9.30 AM to 6.30 PM on working days. They may also be required to attend complaints during odd hours and on Court's holidays including complaints at the residences of the Hon'ble Judges.

13. After expiry of CAMC, the concerned authority has an option to extend CAMC period for the Hardware items.

14. The Bidder should upload scanned copies of the following documents in the Technical Cover while submitting e-Tender :-

a) CA Certificate and audited Balance Sheets.

b) Documentary proof in respect of Eligibility Condition at Sr. No. 2.

c) Registration Certificate of GST and Income Tax Registration (PAN).

d) Authorization Letter for authorized Service Partner of respective Companies (if applicable).

15. The Bidder shall upload (**Annexure - B**) Spread Sheet File / scanned copies (.pdf) of the quoted rates in Financial Cover.

16. The Bidder shall quote price per unit and total amount for individual items, including GST etc. as applicable to the Contract. The Tax components **will be calculated and shown separately.**

17. Prices quoted shall include all costs associated with the contract Scope of Work. It shall include all labour, parts, equipment, etc necessary to maintain the equipment in accordance with the terms and conditions of the Tender Document.

18. All rates and prices once agreed in the Contract shall be fixed for the entire duration of the contract but in case of change in rate of Taxes / Levies, the same shall be passed to the High Court.

5.2 Amendment of bid documents :-

At any time, prior to the date of submission of Bids, the Registrar General, may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments. The modification shall be published only on the website of the High Court and e-tendering website of Government of Maharashtra. The modifications shall not be communicated to any bidder in writing. Prospective Bidders are advised to periodically browse this Website to find out any further Corrigendum / Addendum / Notice published with respect to this Tender.

5.3. Cost of Bid document:-

The Bidder needs to submit non-refundable Tender Fee of Rs.5000/- (Rupees Five Thousand Only) online.

5.4. Earnest Money Deposit (EMD) :-

1. The interested parties are required to submit refundable EMD of Rs.50,000/- (Rupees Fifty Thousand Only) by online.
2. The Bidders who are registered for items mentioned with National Small Industries Corporation (NSIC) under Single Point Registration Scheme, may be considered for exemption from furnishing the EMD by the Competent Authority. In such cases, an attested copy of the VALID Registration Certificate from NSIC must be furnished. Mere registration as a SSI Unit does not qualify the Bidder for exemption from furnishing the EMD.
3. In the absence of a valid certificate from the NSIC, such Bids shall be rejected.
4. The Earnest Money Deposit will be returned as per procedure of e-Tendering.

5.5 Forfeiture of EMD:-

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 for technical evaluation of the offered product 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, Or
- (v) If the Successful Bidder fails to furnish the Performance Guarantee within the stipulated time.

5.6 Opening of Bids and Bid evaluation :-

1. Technical Covers will be opened as per Schedule mentioned in the Tender Document and the Financial Covers of technically qualified Bids will be opened on the later date as per procedure of e-Tendering System of Government of Maharashtra.
2. The decision of the Evaluation Committee in the evaluation of the Qualification criteria and Commercial Bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.

Note : The High Court may waive any minor informality or non-conformity or irregularity in a Bid.

3. 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.

5.7 Negotiations :-

1. The High Court reserves the right to negotiate the prices quoted in the bid to effect downward modification.

2. The successful Bidder will be informed in writing of the date, place and time for negotiations/clarifications, through Online / Offline method, if required. Representatives conducting negotiations on behalf of the Bidder must have a written authority to negotiate and conclude a Contract.

3. The successful Bidder shall confirm in writing its participation in negotiations and ability to adhere to its Technical and Financial Proposals within five (5) days of receiving the notice in accordance with relevant Clauses.

5.8 Performance Bank Guarantee :-

1. The Successful Bidder will be required to furnish performance guarantee in the form of unconditional Bank Guarantee issued by the Bank equivalent to **10% of the contract value** within 15 days from the date of issuance of the Letter of Award. To ensure due performance of the contract, the Successful Bidder shall furnish a single unconditional and irrevocable Performance Bank Guarantee payable at Mumbai in the name of "**The Registrar General, Bombay High Court**" at his own cost **within fifteen (15) working days** from the date of issuance of the Letter of award of the Contract or prior to signing of the contract whichever is earlier of an amount equivalent to 10% of the contract value in Indian Rupees.

2. The Performance Guarantee shall be as per the format approved by the "Registrar General" (**Annexure – C**).

3. A Bank Guarantee must be properly stamped. The Bidder shall bear the necessary expenses of the Stamp duty. Unstamped or improperly stamped Bank Guarantee will not be considered as a valid Bank Guarantee.

4. The Bank Guarantee shall provide for payment upon first demand, without demur or protest.

5. The Performance Guarantee will remain valid for a period of sixty days beyond the date of completion of all contractual obligations by the successful bidder. The High Court will discharge the Performance Guarantee after completion of the Bidder's performance obligations.

6. The Performance Guarantee will be invoked in case of non compliance of maintenance schedule during warranty period or breach of the contract/bidder's failure to complete its obligation under the contract.

5.9 Contract Form :-

1. The successful Bidder shall enter into a contract with the High Court (**Annexure – D**). 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 the 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.

SECTION- VI:- OTHER CONDITIONS OF THE CONTRACT

6.1 Confidentiality:-

1. The term “Confidential Information” means any written information, including without intimation, information created by or for the other party, which relates to internal controls, Router or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

2. Information relating to the examination, evaluation, comparison, post-qualification of Proposals and recommendation of Contract award, shall be confidential and shall not be disclosed to Bidders or any other persons not officially concerned with such processes.

3. The Bidder shall not divulge to any person, subsidiaries or groups of the Bidders or to any other person, any information obtained by it in the course of its execution of its work and all the information gathered by the Bidder shall be treated as professional communications and confidential. Any violation of this clause shall lead to cancellation of the Contract and invoking of the Bank Guarantee, if any, without notice to the Vendor and he shall be liable for further damages.

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

6.3 The Bidder shall not take the High Court as reference to their prospectus of clientele for any purpose.

6.4 Termination:-

1. The High Court reserves the right to terminate the Contract by giving 15 days 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 with due notice.

3. The Registrar General, may at any time terminate the contract by giving notice without assigning any reason. In case of such termination the obligation of the Registrar General to pay consideration for performance of the contract shall be limited to the amount for the work carried out till the date of termination. Notwithstanding the termination of the agreement, the parties shall continue to be bound by the provisions of the agreement that reasonably require some action or forbearance after such termination.

6.5 Payment Terms :-

1. Payment will be made on quarterly basis i.e. at the end of every quarter.
2. The payment will be made in Indian Rupees after deducting the applicable taxes, legal dues, liquidated damages, if any.

6.6 Liquidated Damages :-

1. The response time, removal of defects etc. shall be as under, failing which, Liquidated Damages mentioned against Hardware shall be levied:

Sr. No.	Items	Make & Model	Response time	Removal of defects	
			Not exceeding (From the time of receipt of complaint)	Within	Failing which penalty @ per day per complaint
1	Personal Computers (PC)	Lenovo ThinkCentre M73	2 Hrs	24 Hrs	Min. Rs.100/- per day
2	Intel Desktop Linux/Windows OS	Thinkcenter M73	2 Hrs	24 Hrs	Min. Rs.100/- per day
3	Scanner	Kodak Scan Mate i1150	2 Hrs	24 Hrs	Min. Rs.100/- per day
4	All-in-One PC	HP 600 G4 AIO i5 8500 DOS	2 Hrs	24 Hrs	Min. Rs.100/- per day
5	All-in-One (Linux)	HP 200 G3 AIO i5 Win 10P 413	2 Hrs	24 Hrs	Min. Rs.100/- per day

Sr. No.	Items	Make & Model	Response time	Removal of defects	
			Not exceeding (From the time of receipt of complaint)	Within	Failing which penalty @ per day per complaint
6	All-in-One PC (Windows OS)	Acer Veriton Z4640G i5 7500 Intel H110 Series	2 Hrs	24 Hrs	Min. Rs.100/- per day
7	All-in-One PC	HP 400 G6 AIO i5 10500 Win 10P 813	2 Hrs	24 Hrs	Min. Rs.100/- per day
8	2P Rack Server (128 GB)	Dell Poweredge R440 Intel Xeon Silver 4116	2 Hrs	5 Hrs	Min. Rs.250/- per day
9	Two Processor Pedestal Servers (16GB)	Dell Poweredge T440 Intel Xeon Bronze 3106	2 Hrs	5 Hrs	Min. Rs.250/- per day
10	Two Processor Rack Mount Servers (16GB)	Dell Poweredge R440 Xeon Bronze 3106	2 Hrs	5 Hrs	Min. Rs.250/- per day

In case of inordinate delay in rectifying the defect is noticed, the High Court shall have every right to get the defective Hardware repaired at the Successful Bidder's cost.

2. If any of the Engineers of the Bidder remains absent and no Engineer of the same qualification and experience is provided in the replacement of such Engineer, Liquidated Damages of min. Rs.500/- per day will be imposed on the Bidder.

7. 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 hereof, the same shall be resolved initially by mutual discussion and conciliation but in the event of failure thereof, the same

shall be referred to a sole arbitrator appointed with the consent of the parties and if the parties fail to agree on the arbitrator within thirty days from receipt of a request by one party from the other party to so agree the appointment shall be made, upon request of a party, by the High Court. The arbitration shall be governed by provisions of the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding upon the parties.

8. Governing Laws and Jurisdiction :-

The Agreement shall be governed by the laws in force in India. Any dispute arising in relation to the Agreement shall be subject to the Jurisdiction of the Courts at Mumbai.

Date:- 21st October 2023

Sd/-
**Registrar General,
High Court, Bombay**

ANNEXURE – A

Sr. No.	Item	Make & Model	Specification	Qty	Purchase Year
1.	Personal Computers (PC)	Lenovo TinkCentre M73	Intel Core i3, 4 GB, 500 GB	77	2014
2.	Intel Desktop Linux/Windows OS Comp.	Thinkcenter M73	Linux/Windows Based AMD 4 GB RAM, 500 GB	96	2014
3.	Scanner	Kodak	ScanMate i1150	24	2018
4.	All-in-One	HP	HP 600 G4 AIO i5 8500 DOS	500	2019
5.	All-in-One	Linux	HP 200 G3 AIO i5 Win 10P 413	17	2019
6.	All-in-One PC (Windows OS)	Acer	Veriton Z4640G i5 7500 Intel H110 Series	91	2019
7.	All-in-One PC	HP	HP 400 G6 AIO i5 10500 Win 10P 813	400	2020
*8.	2P Rack Server (128 GB)	Dell Poweredge R440	Dell Poweredge R440 Intel Xeon Silver 4116	3	2019
*9.	Two Processor Pedestal Servers (16GB)	Dell Poweredge T440	Dell Poweredge T440 Intel Xeon Bronze 3106	1	2019
*10.	Two Processor Rack Mount Servers (16GB)	Dell Poweredge R440	Dell Poweredge R440 Xeon Bronze 3106	12	2019

Note : 1) For Scanners bidder will replace the consumable items.

2) * Commencing date of AMC for the servers mentioned at Sr no. 8,9 and 10 will be w.e.f. 04/01/2024.

ANNEXURE – B

Price Bid

Sr. No.	Item	Make & Model	Qty	Rate per item	Taxes per item	Total rate per Hardware item	Total Amount (inclusive of all Taxes & duties)
A	B	C	D	E	F	G (E + F)	H (G X D)
1.	Personal Computers (PC)	Lenovo Think Centre M 73 Intel Core i3, 4 GB, 500 GB	77				
2.	Intel Desktop Linux/Windows OS Comp.	Lenovo Think Centre M 73Linux/Windows Based AMD 4 GB RAM, 500 GB	96				
3.	Scanner	Kodak ScanMate i1150	24				
4.	All-in-One	HP 600 G4 AIO i5 8500 DOS	500				
5.	All-in-One	HP 200 G3 AIO i5 Win 10P 413	17				
6.	All-in-One PC (Windows OS)	Acer Veriton Z4640G i5 7500 Intel H110 series	91				
7.	All-in-One PC	HP 400 G6 AIO i5 10500 WIN 10P 813	400				
8.	2P Rack Server (128	Dell Poweredge R440 Intel Xeon	3				

Sr. No.	Item	Make & Model	Qty	Rate per item	Taxes per item	Total rate per Hardware item	Total Amount (inclusive of all Taxes & duties)
	GB)	Silver 4116					
9.	Two Processor Pedestal Servers (16GB)	Dell Poweredge T440 Intel Xeon Bronze 3106	1				
10.	Two Processor Rack Mount Servers (16GB)	Dell Poweredge R440 Xeon Bronze 3106	12				

1.(Rupees in words : -----)

Details of Taxes to be entered here :--

Sr. No.	Tax Type	Value (In Percentage)

Date :-
Name :-

Authorized Signatory

ANNEXURE – C
PERFORMANCE GUARANTEE FORM

To:

The Registrar General,
High Court, Bombay

WHEREAS _____ has undertaken an Annual Maintenance Contract for the hardware mentioned in as per Tender Notice No. **HIGH COURT/AMC OF HARDWARE/449/2023** hereinafter called "the Contract".

AND WHEREAS, the contract requires the Vendor to furnish you with a Bank Guarantee for the sum specified therein as security for compliance with the Vendor's performance obligations under the Contract.

AND WHEREAS at the request of the vendor we have agreed to provide you with this guarantee:-

THEREFORE, WE (__NAME OF THE BANK __) hereby unconditionally and irrevocably undertake to pay to you upon first demand without demur or protest, without reference to the Vendor and notwithstanding any dispute(s) between the Vendor and you a sum of upto **Rs. _____/- (Rupees _____ only)**.

Any claim hereunder should be accompanied by a demand letter from you stating that the Vendor has failed to perform his part of the contract and specifying the amount claimed hereunder.

This Gurantee shall remain valid for multiple claims provided that the claims if any should be received at the bank before close of business hours on

Signature and Seal of Guarantors

Date :- _____

Address: _____

Date :- _____

Address: _____

ANNEXURE – D
CONTRACT FORM

AGREEMENT MADE this _____ day of _____ Two Thousand Twenty Three, between _____ (hereinafter called "Tenderer") of the one part and the High Court, Bombay (hereinafter called "Purchaser") of the other part.

WHEREAS the Tenderer has Tendered to maintain the hardware specified at **Annexures – and –** given in the Tender Document at the respective rates mentioned in the column provided for the purpose and whereas such Tender has been accepted and the Tenderer has furnished Performance Guarantee with the Purchaser in the sum of **Rs. _____/- (Rupees _____ only)** as a security (Performance Guarantee) for the fulfillment of this Agreement. NOW IT IS HEREBY AGREED between the parties hereto as follows:

The Tenderer has accepted the Contract on the terms and conditions set out in the Tender Notice No. _____ dated _____ and Purchase Order No. **Spl./Com./ /2023** dated **00-00-2023**, which will hold good during the period of this Agreement.

The Purchaser has placed Purchase Order No. **Spl./Com./ /2023** dated **00-00-2023** with _____ (Tenderer) for _____ at the total cost of **Rs. _____/- (Rupees _____ only)**.

Upon breach by the Tenderer of any of the conditions of the Terms and Conditions of the Tender Document/Purchase Order/ this Agreement, the consequences will follow as per the terms and conditions of the Tender Document.

Place : Mumbai.

Tenderer

On behalf of the -----

Witness: 1)

Purchaser

2)

On behalf of the Bombay High Court