

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

No. N/Cash/8951/2024.

DATE:- 14/08/2024.

**Tender Notice for Comprehensive Annual Maintenance Contract of 42 Nos. of Synchronized Digital Clocks (Digital clock and Master clock) at High Court of Bombay, Bench at Aurangabad.**

The Registry of High Court of Bombay, Bench at Aurangabad invites sealed Quotation from eligible vendors for “Onsite Comprehensive Annual Maintenance Contract for 42 Nos. of Synchronized Digital Clocks (Digital Clocks and Master Clocks).

**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 as 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 Bidders should submit photocopies of documents serially as per details mentioned in the Annexure “B” and should quote the price of CAMC as per price bid given at Annexure- “A”.

[3] The interested bidders should take a note that after comparison , if the Registry at Aurangabad Bench , finds that the lowest value quoted (i.e. L1) including on site support for the CAMC, is on the higher side than the approved amount by the Government, then High Court of Judicature at Bombay, Bench at Aurangabad reserves the right to cancel the tendering process at any stage.

[4] The sealed envelopes should be superscribed with the **“Quotation for CAMC of 42 Nos. of Wireless Synchronized Digital Clocks”** and it must reach to this office till 5.00 pm. on or before **26/08/2024**.

[5] The successful Bidder shall submit an undertaking on Rs.100/- Non Judicial Bond Paper, as per format given at Annexure “C”.

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

[7] The bidder shall quote the price for CAMC of 42 Nos. of Synchronized Digital Clocks (Digital clock and Master Clocks), 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 the period of 180 days.

[9] The High Court of Judicature at 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 Digital Clocks including all components and relevant parts, including wiring etc, if any.

[11] 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.

[12] 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.1000/- 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 of Judicature at Bombay, Bench at Aurangabad 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.

**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 Digital Clock, 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 provide services through a well qualified service engineer for regular maintenance. The service engineer shall attend all complaints & keep a proper call log record with regular proper work of thereafter Digital Clock.

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

[6] 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.

[7] The High Court of Judicature at 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 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 Chhatrapati Sambhajanagar.

[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 Digital Clock 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</u> <u>complaint</u>	<u>Within</u>	<u>Failing which</u> <u>penalty @ per Hrs.</u> <u>per complaint</u>
<u>42 Nos. of Wireless</u> <u>Synchronized</u> <u>Digital Clocks</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 of Judicature at Bombay, Bench at Aurangabad. The arbitration shall be at Chhatrapati Sambhajnagar 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 at Chhatrapati Sambhajnagar.

Date:- 14/08/2024.

Sd/-  
Registrar (Admin)  
High Court Bombay  
Bench at Aurangabad.

**Annexure – A**

**Price Bid**

Sr. No.	<u>Synchronized Digital Clock</u>	No. of items	Quoted Amount, with taxes, for the period of one year.		
1	Synchronized Digital Clocks ( Digital Clock and Master Clocks)	42	Principal Amount	GST % & Amount	Total Amount Including GST
					----- --/- Per Year.

**Annexure 'B'**  
**TENDER DOCUMENT**

**Tender Notice for Comprehensive Annual Maintenance Contract of Digital Clocks  
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	Authorization Certificate from the Manufacturer Company.	
2	Experience Certificates for providing Digital Clocks/services in respect of Digital Clocks.	
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.1000/- as a Tender Fees	
8	DD No. _____ dtd. _____ for Rs.5000/- as a EMD	
9	Undertaking on the Non Judicial Bond Paper of Rs.100/-	

Seal & Sign of Company/agency/firm

**Annexure “C”**  
**Undertaking**  
**( On the Non-Judicial Bond Paper of Rs. 100 )**

I \_\_\_\_\_ Proprietor of \_\_\_\_\_ is hereby undertake that, I accept all the terms and conditions of Tender Notice and I abide by them.

I undertake that, I am fully responsible for providing uninterrupted Comprehensive Service for the repair of Digital Clocks as specified in the Tender Notice. In the event of a breakdown or any issue with the functioning of a specified Digital Clocks, I will repair it within the specified time. If I fail to repair the Digital Clocks promptly or fail to provide an equivalent or higher configuration replacement without additional charges., In such cases, I abide for further action taken by the High Court Registry in respect of blacklisting my firm for participation in the Tender process by Hon'ble High Court or any other Courts in Maharashtra for a period of 03 (Three) years, without further notice. The decision of the Hon'ble High Court in this regard will be final and binding on me.

I also undertake that, my company/firm is not black listed by The Central/State Government, any Corporations or any Government Undertakings.

Date:

Seal & Sign of Company/agency/firm