

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

No. N/Cash/12840/2024

Date: 22/11/2024

**E-Tender Notice for Comprehensive Annual Maintenance
Contract of Hardware items & Networking at High Court of
Bombay, Bench at Aurangabad.**

The High Court of Judicature at Bombay, Bench at Aurangabad invites e-Tenders in two part bidding system [Technical Bid & Financial Bid] from eligible vendors for “Onsite Comprehensive Annual Maintenance Contract for various Computer Hardware Items & Networking”.

Interested parties may submit their Tender Offer on or before 30/11/2024 upto 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.3400/- Non-Refundable	Rs.17000/-	10% of Contract Value	01 Year	1250000/

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	25/11/2024 at 10.00 a.m.
Date & Time to Start for Document Download/Sale.	25/11/2024 at 10.00 a.m.
Date & Time to Start for submission of Bid.	25/11/2024 at 10.00 a.m.
Last date & time for Document downloading / Sale.	30/11/2024 at 3.00 p.m.
Last date & time for submission of Bid	30/11/2024 at 3.00 p.m.
Date & Time to Open Bid.	02/12/2024 at 3.05 p.m. [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- 4001002/4001005/4493395 and for other Tender inquiry on phone No.0240-2993303.

Date: 22/11/2024.

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 per details mentioned in the Annexure "A" of tender document. 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 from the date of submission of tender.
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 Software 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 by the Area Manager and quarterly visit by the Regional Manager.

12. The Bidder should quote prices in Bill of Quantity [BOQ] only.

13. List of Hardware items for Comprehensive Annual Maintenance Contract is enclosed at **Annexure “A”**.

BID SECURITY (EMD – EARNEST MONEY DEPOSIT)

1. Interested vendors are required to submit Tender Fees of Rs.3400/- [Non refundable] and EMD of Rs.17000/- [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, or (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 expenses 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 - B) 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 and conditions or fails to provide satisfactory services, the said Performance Bank Guarantee will be immediately confiscated by this Registry.

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. The Vendor should provide OEM/genuine parts, for Servers and Laptops etc. as a mandate, during service period.
4. The Spare parts for standby or replacement should be 100% compatible and shall support respective equipment in the specified Computer Hardware items. The spare parts are to be made available at site itself, by the vendor.
- 5. The Vendor shall appoint two (02) well experienced Service Engineers at their own expense to ensure the smooth operation of**

hardware maintenance and networking in both the old and Annex buildings of the Registry. The Registry shall not be held liable in any way concerning this matter.

6. The Service Engineer(s) appointed by the vendor 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 equipment, 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.)

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

8. Interested bidder(s), if so desire, may obtain detailed configuration of the Computer Hardware on any working day between 4 p.m. to 5 p.m. from Computer Section of this Registry. No complaint in this respect should be entertained after the submission of tender.

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 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 of this Registry.

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

4. The Bombay 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, 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 this Registry. The 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 Performance Bank Guarantee, if any, without notice to the Vendor and appropriate action 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. This Registry 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 without notice in case of any unsatisfactory service performance during the Contract period.

PAYMENT TERMS :-

1. The Payment will be made on quarterly basis after receipt of invoice subject to availability of Budget and passing of bill from Treasury at Chhatrapati Sambhajnagar. However, it is provided that if there is a delay in making payment of the bill, then this Registry shall not be liable to any interest / charges to the bidder.

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>Clients</u>	<u>Same day</u>	<u>24 Hrs</u>	<u>Rs.50/- per day</u>
<u>Servers</u>	<u>2 Hrs</u>	<u>5 Hrs</u>	<u>Rs.100/- per day</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 Registry shall have every right to repair defective Hardware from local market at Vendor'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 and same will be deducted from his quarterly bill.

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 Chhatrapati Sambhajanagar 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 in Maharashtra State only.

Date:- 22/11/2024.

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

Annexure – A

List of Hardware items to be covered under CAMC

Sr. No.	Particulars	No. of Items	Year of Purchase
1	<p>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.</p>	1	2014
2	<p>Dell Company Make (Server) (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</p>	2	2019
3	<p>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</p>	8	2019
4	<p>HP Company Make Desktop Computer All-in-one (Model 600 G4) (Ubuntu OS) Intel i5 8th Gen, 4 GB RAM , HDD Storage 1TB.</p>	240	2019

5	Acer Make 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	2018
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 Model : HCL Winbee	5	2009
8	Thin Client Model TVS Itona	1	2005
9	Bar Code Printer Model : Intermec PF8T	1	2017
10	Laptop Model No. HP Pro Book 440	1	2016
11	Laptop Model No. HP 440 G7 i5	32	2021
12	Scanner Make - Kodak Scan Mate-2018 i1150	5	2018
13	Scanner Make -i1150 Kodak Scan Mate	2	2019
14	Kiosk (Infinit as i-300 Pedestal Model Construction Base : Bajaj Steel or Tata Steel CRCA 1.6mm Model Dell E2218HN Touch Screen:PCAP 22 inch)	1	2018
15	Hitachi Projector Model No.:- CP-X3042WN	1	2018

*16	Kodak High Speed Scanner Model : Kodak Alaris S 3100f (Warranty UPTO Dt. 01.03.2025)	01	2022
*17	Scanner Model Kodak Alaris S3100F (Warranty UPTO Dt. 02.09.2025)	02	2022
18	R S Power System (P). Ltd, Power Plus 600 VA UPS with battery	270	2018
<u>NETWORK</u>			
19	I/O PORTS (CAT 6 Connectivity)	540	2021
20	D-link DGS-1210 -2S Switches (Model No. D-link DGS-1210 -2S)	37	2021
21	Fiber Switch (Model D-link DGS-1210-12TS/ME)	1	2021
22	Fiber Switch (Model D-link DGS-3130-30S)	1	2021
23	D-link switch 24 Port	2	2021
24	CISCO 8900 M Series Routers (Model: C841M-4X)	1	2021
25	D-Link Network Switch (Location :Annex Building) Model : DLS 1024C, DLS1024D and DLS 1250-28X	37	2023
26	I/O PORTS (CAT 6 Connectivity) (Location : Annex Building)	300	2023

27	Fiber to CAT 6 Media Convertor Model (Syrotech GOMC-BI3512-20) 10/100/1000M , SINGLE Fiber	36	2023
28	CISCO SG350-28 (28 PORT) 10/100/1000M (Location : Annex Building)	02	2023
29	Cisco 1800 Series Router Model: CISCO 1840	01	2021
30	Cisco 800 Series Router Model : cisco - C841M-4X	01	2021
31	ExpreZo EZ KVM Switch 8 Port Model : ExpreZo EZ-108	02	2021

LIST OF PRINTERS TO BE COVERED IN CAMC

Sr. Nos.	Printers Model	Qty. Approx.	Year of Purchase
01	HP Laserjet Pro M202	20	2015
02	Canon Image Class LBP 151DW	180	2018
03	HP Laserjet m 1522n	01	2009

NOTE :

1. Hardware & Network devices / peripheral stated in annexure “A” may be added/alterd/modified during the contract period.
2. * **Commencing date of CAMC for Hardware mentioned at Sr No. 16 will be w.e.f. 02/03/2025 & Sr. No. 17 will be w.e.f. 03/09/2025.**

Annexure - "B"
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: _____

Annexure 'C'
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.50 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