Sangli Miraj road, Vijay Nagar,

SANGLI 416415

TENDER NOTICE - 2025
DISTRICT COURT / AMC OF COMPUTER HARDWARE

Tender Notice for comprehensive Annual Maintenance Contract of Computer Hardware items installed at the District and Subordinate (Taluka) Courts in Sangli Judicial District

The District and Sessions Court Sangli invites bids (Technical & Financial) from eligible bidders for **"Onsite Comprehensive Annual Maintenance Contract for the various Computer Hardware Items installed at the District and Subordinate (Taluka) Court at Sangli District"**. Interested parties may submit their Tender offer **on or before 26.05.2025 up to 03.00 pm** to Superintendent, District and Sessions Court, Vijaynagar, Sangli. The Tender document and the Terms and Conditions are available on **https://sangli.dcourts.gov.in** , the official website of Sangli District Court.

"By Order"

Date: 15.05.2025

Superintendent
District Court, Sangli.

--x--x--x--x--x--x--

Copy for Publish on the Notice Board of:-

1. District Court, Sangli.
2. District Collector Office, Sangli.
3. Police Headquarters Office, Sangli.
4. Computer Section, District Court, Sangli (to publish on official website of District Court Sangli)

DISTRICT AND SESSIONS COURT, SANGLI
Sangli Miraj road, Vijay Nagar,
SANGLI 416415

TENDER NOTICE- 2025
DISTRICT COURT / AMC OF COMPUTER HARDWARE

Tender Notice for comprehensive Annual Maintenance Contract of Computer Hardware items installed at the District and Subordinate (Taluka) ourts in Sangli Judicial District

TENDER DOCUMENT

TENDER NOTICE - 2025 DISTRICT AND SESSIONS COURT / AMC OF COMPUTER HARDWARE

Tender Notice for Comprehensive Annual Maintenance Contract of Computer Hardware items installed at The District and subordinate (Taluka) Courts.

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 2021-22, 2022-2023 and 2023-2024 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/Experience 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 shall provide declaration form thereby agree for non-withdrawal or modification of bid during the bid period and failure in execution of purchase order, non entitle for bid for any tender of Courts within Maharashtra, UT and Goa.	Provide Bid Declaration Form as per **Annexure-C.**
6	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 - 2025 District and Sessions Court Sangli / AMC OF COMPUTER HARDWARE...../.....
Date of Publication	11.30 a.m. on 16.05.2025
Last date and time for submission of Tender Offers.	02.00 p.m. on 26.05.2025
Time and Date of opening of Tender Offers (Technical)	03.00 p.m. on 26.05.2025
Tender Should be addressed to	The Principal District and Sessions Judge, Sangli District Court, Sangli – Vijaynagar
Address for communication	Sangli Miraj Road, Vijay Nagar, Sangli
Contact Telephone No. and email address.	0233-2951512 mahsandc@mhstate.nic.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 two well experienced Service Engineers** for attending complaints and its resolution under the contract. From the two Engineers so appointed, one Engineer shall have experience of Maintaining, Configuring servers / Blade Servers and Red Hat Enterprise Linux/Ubuntu. 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 call will have to be maintained separately. The Service Engineer will also required to attend any type of System related calls the residences of the residences Hon'ble Judges.

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 District System Administrator, District Court, Sangli. (Contact No. 9595426787)

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

SECTION-V:- INSTRUCTION

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 out rightly 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. However the bid amount (offer) should be inclusive of all taxes.

4. The Tender Offer shall be valid for 360 days.

5. The District and Sessions Court, Sangli reserves the right to split orders and / or accept or reject any quotation as also to alter any or all of the terms and condition 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, the maintenance shall continue to be applicable. The specified Computer Hardware items may be relocated outside Sangli at Taluka Places of Sangli District Court or residence 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 District Court, Sangli, the said Hardware items will be removed from AMC.

9. In case 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 District Court, Sangli 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 on call in this court on same date between 9.30 AM to 6.30 PM on all working days. They may also be required to attend complaints during odd hours and on Court's holiday 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 attach copies of the following documents in the Technical Cover while submitting 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).

e) Declaration from **(Annexure-C)** thereby agree for non-withdrawal or modification of bid during the bid period and failure in execution of purchase order, non entitle for bid for any tender of courts within Maharashtra, Ut and Goa.

15. The Bidder shall submit **(Annexure-B)** of the quoted rates (in percentage of total invoice value) in Financial Cover.

16. The Bidder shall quote the AMC price in percentage (%) of the total invoice value of the hardware items included in AMC proposal. (Attached List of Hardware at Annexure-B (%)

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 District and Sessions Court, Sangli.

19. Bid is through offline mode. Bidder has to submit two envelopes (Technical + Commercial). In technical envelope bidder has to put the documents mentioned in section II i.e. eligibility criteria and in section V point no.14. In the commercial envelope the bidder should submit the filled Annexure-B.

20. Proposal should be in percentage (%) of the invoice value and which should be inclusive of all taxes.

21. Tender Notice is for Sangli Judicial District. That means District as well as Talukas covered in Sangli District. (Miraj, Kavthe-Mahankal, Jath, Tasgaon, Vita, Atpadi, Palus, Kadegaon, Islampur, Shirala.)

Amendment of bid document:-

At any time, prior to the date of submission of Bids, the Superintendent 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 District Court. The modification 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 to this Tender.

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 later as the dates.

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 District Court may waive any minor informality or non-conformity or irregularity in a Bidder's

3. The District 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 Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Tendering Authority's action.

Negotiations:-

1. The District 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.

Performance Guarantee:-

1. The Successful Bidder will be required to deposit performance guarantee in the form of Demand Draft of the amount equal to 3% of the Total AMC value.
2. The Performance Guarantee will be deposited to court and will be refundable on successful completion of the contract i.e. after contract period is over.
3. 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.

Contract Form:-

1. The Successful Bidder shall enter into a contract with the District 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 / Contact 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

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 method 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 here under 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 Tenderers or any other persons not officially concerned with such processes.

3. The Bidder shall not divulge to any person, subsidiaries or groups of the Bidder 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 Tenderer and he shall be liable for further damages.

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

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

Termination:-

1. The District 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 Tenderer, 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 Superintendent, District Court may at any time terminate the contract by giving notice without assigning any reason. In case of such termination the obligation of the Superintendent 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.

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.

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	Item	Make & Model	Response time not exceeding (From the time of receipt of complaint)	within Removal of defects Failing which penalty @ per day per complaint
1.	PC, AIO	Dell (Win, Ubuntu)	2 Hrs.	24 Hrs. Rs. 250/- per day
2.	Laser Printers	HP 1566, 1606, 1106, 128fn, M202 dw, 1020+, Kyocera etc.	2 Hrs.	24 Hrs. Rs. 250/- per day
4.	Laser Printer	Canon	2 Hrs.	24 Hrs. Rs. 250/- per day
5	KIOSK (Touch Screen Unit)	Dell	2 Hrs.	24 Hrs. Rs. 250/- per day
6	Scanner	Kodak	2 Hrs.	24 Hrs. Rs. 250/- per day

In Case of inordinate delay in rectifying the defect is noticed, the District Court shall have right to ge 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 Rs. 200 per day will be imposed on the Bidder.

7. Arbitration :-

In the event of day 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 appointed shall be made upon request of a party, by the the District 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 Sangli.

Date:- 15.05.2025

Superintendent
District Court, Sangli

Annexure – A

Sr.No	Item	Make & Model	Specification	Qty	Purchase Year
1.	PC	Dell (Win, Ubuntu)	Pentium i3,i5 etc	3+11+33	2019
2.	Laser Printers	HP 1566, 1606, 1106, 128fn, M202 dw, 1020+	Laser Printers	103	2010,2012 2013,2014 2015,2016, 2019,2020
4.	Laser Printer	Canon, Kyocera	LBP 151, Kyocera	110+49	2018 2019
5	KIOSK (Touch Screen Unit)	Dell	i-3-7100	29	2018
6	AIO Non Touch	Dell	Optiplex 3050-i5,	12+6	2018 2019
7	Scanner	Kodak	i1150	30	2019

Annexure-B

Statement Showing Invoice Price of Computer Hardware items provided at District and Subordinate Courts at Sangli Judicial District for the purpose off proposed Hardware AMC. [Year 2025-2026]

Sr. No.	Items		Invoice Price	Total	Invoice Value	AMC Rate (%)	AMC Value
1	HP 1566 Laser Printer (Sangli)	Year 2013	9050	1	9050		
2	HP 1566 Laser Printer (Taluka)	Year 2010-2012,2013	6113	24	146712		
3	HP (1020+) Laser Printer	Year 2014	6950	9	62550		
4	HP 1606 Laser Printer	Year 2014	8540	6	51240		
5	HP 128FN Laser Printer	Year 2015	15981	6	95886		
6	HP 1106 Laser Printer	Year 2016	4989.6	10	49896		
7	HP M202 Laser Printer	Year 2016	8643.5	42	363027		
8	HP M202 Laser Printer (Anup, Katware)	Year 2019	12711.86	2	25423.72		
9	HP M202 Laser Printer (record)	Year 2019	12627.12	1	12627.12		
10	HP M202 Laser Printer (est)	Year 2020	14900	1	14900		
11	HP M202 Laser Printer (Vita)	Year 2020	14900	1	14900		
12	DELL Desktop (Optiplex 5060) record	Year 2019	44915.25	1	44915.25		
13	DELL Desktop (Optiplex 5060) cf	Year 2019	49788.14	2	99576.28		
14	Canon LBP 151 Laser Printer	Year 2018	8800	110	968000		
15	Kiosk Unit	Year 2018	98889.9	29	2867807.1		
16	Dell Non touch AIO (VC) Optiplex 3050	Year 2018	47318	12	567816		
New	Dell optiplex 3050 AIO	Year 2019	34167	6	205002		
New	Dell Vostro 3470 Desktop (i5)	Year 2019	36922.92	11	406152.12		
New	Dell Vostro 3470 Desktop (i3)	Year 2019	29287.6	33	966490.8		
New	Kodak Scanner 1150	Year 2019	25659.1	30	769773		
New	Kyocera Printer	Year 2016	16520	49	809480		
Total				**386**	**8551224.39**		

Annexure-C

BID Declaration Form

To,
The Superintendent,
District and Sessions Court,
Sangli.

I / We, M/s ..... (Name), bidding for the tender of ..... Tender Number .....toward supply / service / AMC of ..... (Name of the item / service) agree that if (1) we withdraw or modify our Bids during the period of validity of bid, or 92) fall to execute the purchase order / contract on award, we will not be entitled to bid for any tender of Courts within Maharashtra, the Union Territories of Diu, Daman, Dadra Nagar Haveli and Silvassa and Goa for a period of one year.

Date:
Place:

Authorized Signatory with seal.

Annexure -D

CONTRACT FORM

AGREEMENT MADE this day of Two Thousand Twenty Three, between (Hereinafter called "Tenderer") of the one 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. 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 2025. dated and as per **District Court Out No. /2025** dated -2025, which will hold good during the period of this agreement.

The purchaser has placed work order vide letter No. **/2025** dated **/2025** 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 Condition of the Tender Document/Purchase order/ this Agreement, the consequences will follow as per the terms and conditions of the Tender Document.

Place: Sangli

Tenderer

On behalf of the.....

Purchaser

On behalf of the District & Sessions Court, Sangli

Witness: 1)

2)

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 District 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 Superintendent, District and Sessions Court Sangli 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) **"District Court "** means the District Court Sangli and subordinate courts within its judicial limits

i) **"in writing"** means communicated in written form with proof of receipt.

j) **"Letter of Award"** means a signed letter by the Superintendent, District Court Sangli 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) **"Superintendent"** means the Superintendent of the District Court Sangli

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 District and Subordinate Courts at Sangli Judicial Districts or any other place as directed by the Superintendent, 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.