

**OFFICE OF DISTRICT AND SESSIONS JUDGE, KANGRA
DIVISION AT DHARAMSHALA**

No. DSJ/DMA/CN/AMC/2023:-

Dated: Kangra at Dharamshala, the 26th June, 2023.

From:-

**Ld. District and Sessions Judge,
Kangra at Dharamshala(H.P.) 176215**

**Subject:- Annual Maintenance Contract for
maintenance of Computer Hardware provided
to Civil and Sessions Division, Kangra at
Dharamshala(H.P.) under the e-Courts project.**

**Competitive item-wise rate tender(s)/quotation(s) with all spare
parts are invited in sealed cover for awarding Comprehensive
Annual Maintenance Contract in respect of following Computer
Hardwares, subject to the following conditions :-**

**“The bidders are required to submit the physical copy of the Technical
bids and Financial bids along with the hard copy of the instrument
submitted against earnest money in the sealed envelope by way of post or
by hand to the office of Ld. District and Sessions Judge, Kangra at
Dharamshala, H.P. on or before 29/07/2023 upto 04:00 PM.**

**The bidder shall have to furnish at least two percent (2%) as earnest
money deposit (EMD) of the total amount quoted including G.S.T. as
applicable tax etc., which should be submitted in the form of bank draft in
the name of District and Sessions Judge, Kangra at Dharamshala,
Himachal Pradesh. However, exemption in depositing EMD is
applicable for MSME registered firms. The earnest money of
unsuccessful tenderer shall be returned within a reasonable time. No
interest will be payable on the amount of the EMD. The EMD of
successful tenderer shall be returned after he furnishes requisite
Performance Security.**

**The Bid Security (EMD) may be forfeited:- If a bidder withdraws his bid or
increases his quoted prices during the period of Bid validity or its
extended period, if any; or In the case of a Successful Bidder, if the
Bidder fails to sign the Contract or to furnish Performance Bank**

Guarantee within the specified duration.

The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding Documents. Failure to furnish all the information required in 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 outright without any intimation to the Bidder, if complete information as called for in the Tender Document is not given therein or if any particulars asked for in the Forms/ proforma in the Tender are not fully furnished.

The Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialed by the person or persons signing the Bid in original.

SCHEDULE OF EVENTS FOR SUBMISSION OF THE TENDER/BID

Sr. No.	Information	Details
1.	Tender No.	No. DSJ/DMA/CN/AMC/2023-
2.	Tender Release Date	26.06.2023
3.	Tender Document Fee	Nil
4.	Bid Submission Start Date	From 27.06.2023 at 10.00 AM
5.	Last date for submission of pre-bid queries for clarifications only through e-mail: dsj-kan-hp@nic.in	on or before 23.07.2023 upto 11:00 AM
6.	Last date (deadline) for submission of bids	on or before 29.07.2023 upto 04:00 PM
7.	Opening of Technical bids	31/07/2023 at 04:15 PM
8.	Contact details and email id for queries.	01892-223274 Email: dsj-kan-hp@nic.in

1. INTENT OF THE Civil and Sessions Division, Kangra at Dharamshala, H.P.

1.1 District Courts Himachal Pradesh intends to hire the services of a professional company / firm for the award of the **Comprehensive Annual**

Maintenance Contract (CAMC) for proper functioning of all Computer Hardware and peripherals as per **Annexure-A** and providing Facility Management services including installation of software/ specialized software/ Printer Drivers/ Drivers, Windows/ Ubuntu/ Mac operating system on all the desktops and laptops and Ubuntu/ Windows Servers in the Tower/ Rack Servers and configuration of Managed Network Switch, Configuration of LAN Ports etc.

1.2 The bidder selected for award of Comprehensive AMC shall be required to replace all the **defective parts of the equipment with only genuine/ original spare parts of respective OEM make i.e. replacement of the defective hardware shall only be “like to like items”** Only.

1.3 Toner & Cartridge of the printers are excluded from the scope of CAMC whereas other consumables such as fuser units/ sleeves/ gears or any other part is included in the purview of CAMC. In the service report, the details regarding the part number, serial number of the desktop/ printer and make must be mentioned clearly by the Resident Engineer.

1.4 The details of equipments viz. make, model etc. and quantities of the equipment for which CAMC is to be awarded are indicated at **Annexure A** of tender document. Bids received as per the prescribed instructions will be evaluated on the basis of documents, qualification/ eligibility criteria as indicated in the tender documents and over all quoted prices. However, **District and Sessions Judge, Kangra at Dharamshala, Himachal Pradesh** reserves the right to make variation in the quantities to be brought under CAMC at any given point of time.

1.5 The successful bidder shall have to execute a contract with this office on a **Non-Judicial stamp paper** incorporating the terms & conditions. The Stamp duty for the said contract will be paid by the bidder.

1.6 The successful bidder shall have to submit self attested copies of Degree/ Diploma certificates (in the field of IT) of the Resident Engineers(REs) deployed in the District Court. The REs must have at least 1 (one) year of relevant experience. The REs of the CAMC vendor will be solely responsible for resolution of Hardware as well software issues with Ubuntu, Windows, MAC OS so arises during the CAMC period, and the In-House Technical Team of the Civil and Sessions Division must not be held responsible for the same. If the REs are not able to resolve the issue in hand, the CAMC vendor must arrange the Engineer to resolve the same within stipulated time as mentioned hereunder in the tender.

1.7 The Resident Engineers of the CAMC Vendor must **wear proper formal Uniform with Blazer, Tie and formal Trousers and Identity Card** duly issued by the vendor.

2. SCOPE OF COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) AND ITS IMPLEMENTATION.

2.1 The CAMC services comprise preventive and corrective maintenance covering hardware as well as installation of Operating Systems, Software, Anti Viruses, MS Office/ CIS etc. along with trouble shooting to make operational all sort of OS/ windows updates/ driver updates/ system software installation like MS Office, Acrobat Reader etc/ Network and replacement of parts and fittings of hardware. **CAMC** is comprehensive in nature and

includes all parts of the computers/ servers/ printer/ scanner/ laptop excluding toner & cartridges of the printers. Any defective part of the hardware has to be repaired/ replaced by the vendor at his own cost. Parts so replaced should be only new original parts of the OEM depending on the item under contract. All small accessories of computer/ printer/ scanner/ laptop which are essential for running the item are covered under CAMC. All type of adapters, amplified speakers, all power supplies of computers/ printers /laptop / scanner are to be repaired/ replaced by the vendor, irrespective of the cause of the fault development.

The CAMC will also include providing the Facility Management System including software/ specialized software installation/ OS installations ensuring/ configuring network connectivity. The details of the Facility Management Services required is given below.

Details of the Facility Management System:

A. Desktop Management Service

(a) REs are responsible for installing OS, Software, Anti Viruses, MS Office/ CIS etc. configuration of driver, update latest patches etc. on **all the desktops/ laptops and computer hardware covered under this CAMC.**

(b) REs are responsible for backups and restore for all desktop/ laptops/ server systems along with the user data when formatting is required.

B. Network Management Service

(a) REs are responsible for Networking Switches configuration & Management.

(b) REs are responsible for Networking connectivity issue resolution.

2.2 Number of Resident Engineers to be deployed by the AMC Vendor: The Resident Engineers (REs) deputed must have minimum 1 (one) year of experience in the relevant field. The successful bidder shall have to depute **1 (One) full time technically qualified Resident Engineers (REs)** for the hardware mentioned in Annexure-A. The REs must be technically experienced in maintenance of all type of computer hardware mentioned in Annexure-A i.e. all type of computers/ printers/ scanners/ UPS/ Servers etc. **The AMC Vendor shall have to do the configuration of SAN Storage/ HBA Card Configuration/ Raid with servers etc.**

(a) The REs will be single point of contact for any complaint related to service who will further contact their company/ bidder. No separate correspondence shall be made with the vendor in this regard.

(b) The REs should inform about any planned leave and will ensure the alternate manpower.

(c) REs are responsible for the backup of user data in their own HDD/ Pen drive when formatting or updating is required. In case of data loss the vendor is liable for penalty.

(d) The REs will also help the Civil and Sessions Division, technical team in installation/ shifting of any Computer Hardware even not covered in the CAMC etc. as and when required. Resident Engineers (REs) must have certified diploma/ degree and having minimum one years of working experience in computer hardware and different type of peripherals including laser printers/ scanners etc. as mentioned in Annexure-A of tender document & software related maintenance. REs should be equipped with their own desktop/ laptop with internet facility for providing the services in the District Judiciary along with their own OS/ Software packages required to be installed and own maintenance kit for each REs comprising of tool box, multimeter, crimpers, pliers, spanners, diagnostic software, device driver software, HDD/ Pen Drive and any other tools required for carrying out such services.

If any equipment covered under the CAMC is taken out of the premises of the Civil and Sessions Division, Kangra at Dharamshala Himachal Pradesh for any repair, it shall be under full responsibility of the vendor, till the same is returned to the concerned branch in satisfactory working condition. Item may be taken out only with the written permission issued by the authority. In case of emergency/ repairs during holiday and after working hours, the REs shall be made available in the District Judiciary at no extra charges. The REs shall not carry out any maintenance repair work of any IT Hardware which is not the property of this Judiciary in Civil and Sessions Division, Kangra at Dharamshala Himachal Pradesh premises.

If any hardware/part gives repeated problems i.e. 2 (twice) or more repairs in a period of one month time, then the bidder/vendor/REs must replace it immediately with an original new one without any additional cost. All the components required to be replaced will be only of original make. In the service report, the details of the part number and serial number of hardware must be brought out clearly.

2.3 The vendor shall also provide the regular preventive maintenance service **minimum once in three months which is mandatory** which is cleaning of desktops/ printers and other IT hardware from internally and externally only after office working hours and can be carried out on holidays also with the permission from authorities **for which no extra charges shall be levied**. The Vendor/Bidder/REs are supposed to submit signed preventive maintenance report to the District and Sessions Judge, Kangra at Dharamshala, H.P. on quarterly basis. Under this activity, following jobs are to be done:

(a) Cleaning of all the Desktops, Printers, Laptops and IT hardware equipments internally and externally using soft cloth, vacuum cleaner, carbon tetra chloride & appropriate polish etc. will be provided by the vendor within CAMC charges.

(b) Installation/ trouble shooting for operational problems related to software/ antivirus.

(c) Up-keeping of Desktops/ HDD/ Scanners/ Switches/ hardware components etc. as per **Annexure-A** to maintain satisfactory performance of the computer hardware.

(d) The vendor is responsible for providing standby Computer hardware, as and when the need so arises.

2.4 The breakdown maintenance call will have to be attended immediately and the computer hardware/ printers etc. will have to be made functional within twenty four hours of logging of the complaint by simultaneously providing alternate computer hardware /systems with identical configuration till the machine/ computer hardware is repaired. In case the vendor does not provide back up/ standby computer hardware or repair the faulty Computer Hardware, the penalty will start on the same day, once the complaint is logged with the Resident Engineer, whereas in case the back up computer hardware is provided the penalty will start after 3 working days for the delayed period upto maximum of 10 days after which a review of the CAMC may happen which may lead to termination of contract or further imposition of the penalty as per terms and conditions.

2.5 Complaint Registers maintained by REs will be kept in Computer / Server Room of Civil and Sessions Division, Kangra at Dharamshala Himachal Pradesh for registering the complaint. It will be the responsibility of the REs to attend to the call immediately in order to resolve the issue.

2.6 The Bidder/ REs shall always keep **minimum five numbers of each (Keyboard/ Mouse (Branded ones) , 5/8 port unmanaged switches), CAT 6 cable minimum 100 meters** along with the sufficient number of spares, such as CPUs, Monitors, Keyboards, Mouse, Printers, HDDs, Kodak Scanners Spare Parts, cables etc. in the premises of Civil and Sessions Division, Kangra at Dharamshala Himachal Pradesh, as standby so as to use the same whenever any Computer Hardware/ peripherals is taken for repairs. Any cost incurred towards transportation of the faulty/ repaired as well as standby equipment shall be borne by the bidder.

2.7 The Bidder shall not subcontract the maintenance job to any other agency and the bidder shall not take the Computer Hardware to any

Third Party Vendor without prior approval and the entire responsibility to repair the Computer Hardware lies with the vendor/ bidder.

2.8 Civil and Sessions Division, Kangra at Dharamshala Himachal Pradesh reserves the right to withdraw any number of equipment (computer/ printer/ scanner/ server/ laptop etc.) from the CAMC at any point of time during the contract.

2.9 REs should have their own vehicle and mobile with them for emergency contact on Sunday/ Holidays. Mobile numbers are to be submitted in advance before deputing any REs for duty at Civil and Sessions Division, Kangra at Dharamshala Himachal Pradesh.

2.10 Any faulty part so replaced by the bidder/ REs is to be submitted back to the Computer / Server Room of Civil and Sessions Division, Kangra at Dharamshala Himachal Pradesh. Bidder should be fully responsible for any damage to the man & machine that occurs due to faulty workmanship of the bidder/ REs of the bidder during the period of the contract.

2.11 Any damage caused to Civil and Sessions Division, Kangra at Dharamshala Himachal Pradesh property or personnel within Civil and Sessions Division, Kangra at Dharamshala Himachal Pradesh premises by the Vendor/Bidder/REs during the operation of the contract will be to his account and are recoverable.

3. TERMS OF PAYMENT

3.1 No advance payment will be made to the bidder. The performance of the bidder will be monitored/ assessed by the authorities of Civil and Sessions Division, Kangra at Dharamshala, Himachal Pradesh, accordingly the payment will be made as per mandate of Rule 108 of H.P.F.R., 2009 subject to the condition that proper Invoice/ Bill is

furnished by the bidder well in time. The payment will be released only after deduction of down time penalty amount etc., if any.

DEDUCTION: If Resident Engineer does not report for call duty, vendor should provide alternative REs of the same capacity on the same day. If vendor fails to provide alternate REs, then DEDUCTION @ 500.00₹ per engineer per day upto a maximum 10 days will be deducted from the bill of CAMC after that review of contract may happen which may further lead to termination of contract.

3.2 Civil and Sessions Division, Kangra at Dharamshala, Himachal Pradesh shall have the right of addition/ deletion of the quantity of the items under the contract, either before the start of the CAMC or at the beginning of each month during the CAMC under intimation to the contractor and the payment will be made on pro- rata basis, after deducting penalty amount from payments as per terms and conditions of the contract.

3.3 TDS will be deducted from the contract price payable to the contractor/vendor for performing the service under the contract.

4. PERIOD AND AWARD OF CONTRACT

4.1 The CAMC shall be awarded for a period of one year from the date of entering into contract.

4.2 Performance of the contract: In case the services of the vendor are not found satisfactory at any time during the period of the contract, District and Sessions Judge, Kangra at Dharamshala, Himachal Pradesh reserves the right to terminate the contract along with forfeiture of the performance security by giving the one month notice to the vendor.

4.3 Tenderer will not be entitled to claim any compensation of what so ever nature if the termination/ cancellation of CAMC is imposed by Civil and Sessions Division, Kangra at Dharamshala, Himachal Pradesh for any reason.

5. HANDING OVER

5.1 The bidder shall provide services for minimum **One month** beyond the **date of expiry of the contract without any extra cost** so that all the equipment under maintenance contract is handed over to the next contractor.

5.2 Any equipment not made available in working condition on the last working day of the contract period shall be rectified/ repaired by the bidder within the next ten working days failing which the bidder/vendor need to supply the new IT hardware against the faulty hardware or the purchase cost thereof shall be deducted from the last/ final CAMC payment.

6. TECHNICAL CRITERIA

(The criteria for submission of technical bid are as under)

6.1 The bidder shall have to furnish at least 2% amount as earnest money (EMD) of the total amount quoted including G.S.T. taxes etc., which should be sent in the form of bank draft or a bank guarantee in the name of District and Sessions Judge, Kangra at Dharamshala, Himachal Pradesh. However, the earnest money of unsuccessful tenderer shall be returned within a reasonable time.

6.2 The tenderer must have its own office or must have a service agent stationed in Himachal Pradesh. The tenderer is required to furnish certificate in this behalf.

6.3 The Certificate in **Annexure-B** from the Company Secretary or the Managing Director in respect of the Company and from the Managing Partner in respect of a firm and from the Proprietor in the case of a proprietorship concern to the effect that the bidder is not currently **blacklisted or penalized in the past** by any **Government organization/ PSU/ autonomous body** in India or abroad.

6.4 The tenderer must have a turnover of Rupees Twenty Five Lac consolidated for the last three financial years and a certificate to this effect duly issued by a Chartered Accountant must be annexed with the technical bid.

6.5 The tenderer must be an income tax assessee for the last three financial years and copies of income tax returns for three financial years must be submitted with the technical bid.

6.6 The bidders who have been **imposed penalty by any State/Central Govt. Department/PSU/ Autonomous body** for non-satisfactory AMC Services in the past, shall be **technically disqualified straightaway**. The **bidder must submit undertaking** in this regard as per Annexure-B.

6.7 The Resident Engineers (REs) deputed must have at least 1 (one) year of experience in the relevant field. The successful bidder shall have to depute 1 (One) full time technically qualified **Resident Engineers (REs)** in the District Court.

6.8 Technical Bids consisting of all technical details along with commercial terms and conditions and financial bid indicating item-wise prices for the items mentioned in the technical bid be submitted separately by the tenderer.

6.9 The financial bids of only technically qualified bidders shall be opened for financial evaluation and ranking before awarding the contract.

6.10 The bidder will have to produce the original documents at Sl. No. 6.2 to Sl. No. 6.5 and Sl. No. 6.7 (as above) as and when demanded.

6.11 No queries shall be entertained after the last date as mentioned for submission of written queries/ clarifications only through e-mail.

6.12 Any tender document received by Civil and Sessions Division, Kangra at Dharamshala, Himachal Pradesh after the prescribed date and time of receipt, will be treated as late/ delayed tenders and the same will not be considered for any purpose.

6.14 Bidder has to participate for all the items mentioned in Annexure-A.

6.15 The bidder claiming any exemption from any of the conditions of this tender document/bid shall support his claim with documentary proof failing which the bid shall be rejected.

6.16 The bids shall be procured in the following manners, namely:-

(a) Technical bid consisting of all technical details of services to be provided by the contractor along with commercial terms and conditions and **Financial bid** indicating the cost of services mentioned in the technical bid should be submitted separately by the bidders;

(b) The Technical bid and the **Financial bid** should be sealed by the bidder(s) in separate covers duly super-scribed. Both these sealed covers should be put in a bigger cover which shall also be sealed and duly super-scribed.

(c) The bids received after the date and time specified for their receipt and as mentioned at serial b above will not be considered.

7. Monitoring the Contract. - The performance of the contract will be continuously monitored by this office and in event of non performance of contract or not providing satisfactory services may leads to cancellation of contract

8. Penalty Clause:

Down-time penalty for delay in completing the calls after the stipulated period, as indicated in Service Assurance will be as follows:-

Type of Computer Hardware (such as desktop, printer, servers and switches etc.)	Down – Time Penalty details
Computer: HP Slim PC / Acer Desktop and Network Switches / Printers	₹400/- for each working day
UPS	₹200/- for each working day
Scanner: HP 8270	₹200/- for each working day
Mount Server HP PROLIANT DL 185 G5	₹500/- for each working day
Delay in submission of Preventive Maintenance Reports on quarterly basis.	₹50/- for each working day

Note:-

The bidder shall be responsible for the software as well as the hardware maintenance including server and network maintenance of the Digital Displays. The firm would also be responsible for providing necessary software for running the digital displays remotely.

The Resident Engineers shall also be responsible to do the maintenance/ installation/ technical support of the computer hardware in the offices at the Residences of the Hon'ble Authorities.

The Resident Engineers shall also be responsible for troubleshooting of the products that are under the warranty with the technical support of the original manufacturer.

The Annual Maintenance Contract Provider should cover all spare parts of the Annual Maintenance Contract items like Keyboard / Mouse / Motherboards /

Computer Accessories / HDD/ RAM/ WiFi card/ Switches / Fans / Circuit Boards / Power Supply / Transformers / CMOS Batteries, UPS Batteries, Fuser Assembly, Printer sleeve, Teflon, Laser Unit, Paper feeder, Duplex tray, Power Supply, Formatter Board, frame etc. and all other component of the computer hardware under Annual Maintenance Contract.

Annexure-A : Computer Hardware Items

Computer Hardware Installed in the Civil and Sessions Division, Kangra at Dharamshala, Himachal Pradesh,. The Bidders are required to quote the rate for all the items mentioned hereunder otherwise the bid shall be rejected.		
Note:- Quantity can be increased or decreased at the discretion of Civil and Sessions Division, Kangra at Dharamshala, Himachal Pradesh at any point of time.		
S.No	Item Type and Serial No.	Qty
1.	HP Proliant RACK Mount Server-2U CPU 146GBx2 Hard Disk	8
2.	HP Slim Compaq 6000 pro Small Form factor PC with Monitor, Keyboard and Mouse	18
3.	Cisco 24 Port 10/100mbps 1.2 Catalyst 2960 Series Switch	2
4.	Dlink 24 Port Switch	4
5.	Cisco 8 Port 10/100mbps 1.2 Catalyst 2960 Series Switch	4
6.	ATEN KVM Switch Model CS1780A	4
7.	Projector HITACHI Model CP-RX82EP	1
8.	HP Laser Jet Printers 1008	6
9.	HP Scan Jet 8270	7
10.	HP Pro One 400 All in One PC RAM 4 GB	9
11.	HP Laser Jet 1022	9
12.	Acer Veriton M2640G Core i5 Desktop alongwith Monitor, Keyboard & Mouse	28
13.	Acer Veriton M2640G Core i3 Desktop alongwith Monitor, Keyboard & Mouse	84
14.	HP Laser Jet Printers 1566	9
15.	Samsung (32 inch) model DB32E	19
16.	Brother Duplex Network printers (HL-L2361DN)	42
17.	Brother Multi-functional Device(MFD)	8

	MFC2701DW	
18.	2 KVA UPS Emerson Liebert GXT+MT Long run model	8
19.	600VA Emerson UPS ITON CX	112
VC EQUIPMENT		
20.	Samsung 40' LED TV Screen	4
21.	Logitech Eagle Eye Conferencing Camera	4
22.	Jabra Bluetooth Wireless Speaker & Microphone	4
23.	HP ProOne 400 G1 All in One PC	4
24.	Globus Visualizer Visual Presenter GVP 501	4
25.	UPS Uniline 1 KVA	4
26.	Polycom VC HDX 8000-720 HD Codec with Remote, Sr. No. 8212510F884BCG	1
27.	Polycom Eagle Eye HD Camera Sr. No. 167479329	1
28.	Polycom HDX Mic Array Sr. 82124805196AC5	1
29.	LG 47 inch LCD TV Sr. No. 310 KCWCAP481 with remote	1
30.	Dlink Switch Model DES-3200-10 PVJW3C7000034	1
31.	Globus Document Visual Presenter GVP-501 Sr. D35UP00N610195*ANT with remote and cables	1
32.	1 KVA Online UPS Numeric, GXTMT+BX1KVALB, Sr.No. 8312L1211100477	1

Important Note :-

The aforesaid tender(s)/quotation(s) should reach the Office of the undersigned on or before **29.07.2023** at **4:00 PM** with clear terms and conditions, mentioning the rates for the A.M.C. with all spare parts. Technical bids will be opened on **31.07.2023** at **4:15 PM** by the Technical and Financial Committee of this Civil and Sessions Division. The sealed quotation in the desired format as under Annexure-A to Annexure-D should be addressed to **"The District and Sessions Judge, Kangra at Dharamshala H.P. PIN 176215"**

clearly depicting on the top of the envelope in bold letters that "The quotations for the Annual Maintenance Contract of Computer Hardware and last date for receipt of quotations is 29.07.2023".

Any quotations received after the aforesaid period shall not be entertained and as such, the same shall be liable to be rejected straightway. The successful tenderer shall also have to furnish performance security to the extent of five (5) percent of the total consideration amount of the contract at the time of signing agreement.

The terms and conditions for making the payment shall be regulated as per mandate of **Rule 108 of the H.P.F.R., 2009.**

This Office reserves all rights to alter the quantity / hardware at the time of agreement, select and reject any or all the quotations received, without assigning any reason whatsoever. However, the District and Sessions Judge, may, in view of the facts and circumstances relax the technical criteria.

— SJ —
District and Sessions Judge,
Kangra at Dharamshala, H.P.

Endst No. No. DSJ/DMA/CN/AMC/2023:8915-4/ Dtd:26.06.2023.

Copy for information and necessary action is forwarded to :-

1. The Registrar General, Hon'ble High Court of HP Shimla for kind information please. It is requested to upload the Tender on HP High Court website with aforesaid subject for larger publicity **(through email only)**.
2. All The Judicial officers of this Division to place this Advertisement information on the display boards of respective courts for larger publicity. (through email only)
3. The System Assistants in this office, for uploading it on the official website of this Division for larger publicity.


District and Sessions Judge,
Kangra at Dharamshala, H.P.

Annexure-B: DECLARATION REGARDING CLEAN TRACK RECORD

Date: _

Tender Reference No.: **No. DSJ/DMA/CN/AMC/2023-**

To

**Ld. District and Sessions Judge,
Civil and Sessions Division,
Kangra at Dharamshala, H.P.**

Subject: Declaration regarding clean track record of the firm/
company / proprietorship concern.

Sir,

I have carefully gone through the Terms and Conditions contained in the **Tender Reference No. No. DSJ/DMA/CN/AMC/2022-** , I hereby declare that my company/ firm/ proprietorship concern has not been ***debarred/ black listed/ penalized*** by any **Government/ Semi Government organization in India or abroad** in the past. I further certify that the competent authority in my company/ firm/ proprietorship concern has authorized me to make this declaration.

Yours Sincerely,

Name:_____

Designation:_____

Company/firm:_____

Proprietorship concern_____

Address: _____

(Stamp & Signature)

Annexure-C: PERFORMANCE SECURITY FORM

Date:

Tender Reference No.: **No. DSJ/DMA/CN/AMC/2023-**

To

**Learned District and Sessions Judge,
Civil and Sessions Division,
Kangra at Dharamshala, H.P.**

WHEREAS_(Name of Tenderer) has undertaken the Contract, as per Tender No._____ dated _____ to supply _____(Description of goods and Services) hereinafter called "the Contract". (Guarantee shall be restricted to an amount not exceeding INR_____).

1. In consideration of **the Civil and Sessions Division, Kangra at Dharamshala, Himachal Pradesh** (hereinafter called C&SD") having agreed to exempt M/S_(hereinafter called "_____ the said Contractor(s)" from the demand under the terms and conditions of Tender No. _____ issued by the Civil and Sessions Division, Kangra at Dharamshala, Himachal Pradesh for purchase of _____ for _____ from security deposit for the due fulfillment by the said contractor of the terms and conditions contained in the said Tender of a Bank Guarantee for on demand.

2. We_(Bank Name) a company incorporated under the Companies Act, 1956 and a banking company within the meaning of Banking Regulation Act, 1949 and having Registered Office at and one of its branches at _____ do hereby undertake to pay INR _____, the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the C&SD. Any such demand made on the Bank by the C&SD shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the C&SD and we_, bound ourselves with all the directions given by C&SD regarding this bank guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We_undertake to pay to the C&SD any money so demanded not with standing any dispute or disputes raised by the contractor(s) in any suit or proceeding before any court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.

4. We_, further agree that the performance guarantee herein contained shall remain in full force and effective _____ and that it shall continue to be _____ enforceable for above specified period till all the dues of D&SJ under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the C&SD certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We_, further agree with the C&SD that the C&SD shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the

powers exercised by the C&SD against the said contractor(s) and to forbear or enforce any of the conditions of tender document for selection of the vendor for purchase of _____for and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part the C&SD or any indulgence by the C&SD to the said contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us_(Bank Name) under this guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We_, lastly undertake not to revoke this guarantee except with the prior consent of the C&SD in writing.

8. This performance guarantee shall remain in valid and in full effect until it is decided to be discharged by the C&SD. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to INR_.

9. It shall not be necessary for the C&SD to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the C&SD may have obtained or obtain from the contractor.

10. We_, verify that we have a branch at_. We undertake that this Bank Guarantee shall be payable at_. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

11. We hereby confirm that we have the power(s) to issue this guarantee in your favour under the memorandum and articles of Association/constitution of our bank and the undersigned is/ are the recipient of authority by express delegation of power(s) and has /have full power(s) to execute this guarantee for the management delegation issued by the bank.

Yours sincerely

Name.....

Signed..... **In the capacity of**..... **Duly authorized to sign the Application for and on behalf of**..... **Stamp / Seal**.....

Annexure-D: COMMERCIAL PROPOSAL SUBMISSION FORM (ON BIDDER'S LETTER HEAD)

To

**Learned District and Sessions Judge,
Civil and Sessions Division,
Kangra at Dharamshala, H.P.**

Sir,

We, the undersigned, offer to undertake the AMC of the computer hardware mentioned in Annexure A (please specify the services that your company is opting for) We have submitted the Financial / Commercial bid in the format of Bill of Quantity. Our Financial Proposal shall be binding upon us upto expiration of the validity period of the proposal i.e. six months. We also understand you are not bound to accept any proposal you receive either from us or from any other person.

Methodology –

1. Our Bid shall be valid for a period of **180 days** i.e **six months** from the last date fixed for submission of the bids in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period and on acceptance it shall remain binding on us till the conclusion of the entire contract.
2. If our Bid is accepted, we commit to submit a performance bank guarantee to the extent of 5% of the total tendered amount in accordance with the Bidding Documents.
3. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal comprehensive contract is executed;
4. We also understand that you can reject any bid without assigning any reason.
5. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Yours sincerely

Name.....

Signed..... **In**
the capacity of..... **Duly**
authorized to sign the Application for and on behalf of..... **Stamp /**
Seal.....

Annexure-E: LETTER OF ACCEPTANCE OF TERMS AND CONDITIONS

(Letter to the District and Sessions Judge, Civil and Sessions Division, Kangra at Dharamshala, Himachal Pradesh, on the Tenderer's Letter Head.)

To

**Learned District and Sessions Judge,
Civil and Sessions Division,
Kangra at Dharamshala, H.P.**

Sir,

Sub:- Out Bid for _____.

With reference to our Bid, having examined and understood the instruction, terms and conditions forming part of the Bid, we hereby enclose our offer for the AMC of the Computer Hardware as detailed in your above referred Tender Document. We further confirm that the Offer is in conformity with the terms and conditions as mentioned in your above referred Tender Document and these shall also be the part of the Agreement at Annexure-F. We also understand that the District and Sessions Judge, Civil and Sessions Division, Kangra at Dharamshala, Himachal Pradesh, is not bound to accept the Offer either in part or in full and the District and Sessions Judge, Civil and Sessions Division, Kangra at Dharamshala, Himachal Pradesh, has right to reject the Offer in full or in part without assigning any reasons whatsoever.

Yours Faithfully,

Authorized Signatories,

(Name & Designation, Seal of the Firm)

Date: _____