

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	26-12-2025 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	26-12-2025 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Autonomous Body
विभाग का नाम/Department Name	Supreme Court Of India
संगठन का नाम/Organisation Name	Supreme Court Of India
कार्यालय का नाम/Office Name	Tilak Marg New Delhi 110001
कुल मात्रा/Total Quantity	250
वस्तु श्रेणी /Item Category	All in One PC (V2) (Q2) (PAC Only)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	2 Year (s)
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience	Yes Complete
वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Exemption for Years Of Experience	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या / Minimum number of bids required to disable automatic bid extension	2

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
व्यापक रखरखाव शुल्क आवश्यक / Comprehensive Maintenance Charges Required	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	684474

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	62

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Branch Officer(Admn. Materials Branch)
TILAK MARG NEW DELHI 110001, Supreme Court of India, Supreme Court of India, Autonomous Body
(Sanjeev Kumar Sinha)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

मध्यस्थता खंड के समावेश को मंजूरी देने वाले सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority approval for PAC

Competent Authority Approval document for PAC : [View Document](#)

सक्षम प्राधिकारी का नाम/Name of Competent Authority	Hon'ble The Chief Justice of India
सक्षम प्राधिकारी का पद/Designation of Competent Authority	Hon'ble The Chief Justice of India

सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	SUPREME COURT OF INDIA
सीए अनुमोदन संख्या/CA Approval Number	1
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	2025-11-19 00:00:00
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	Approval has been accorded for purchase of 250 units of HP 440 G9 Desktops

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
3. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
4. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
5. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc.

This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

All In One PC (V2) (250 pieces) (Under PAC)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Make	hp
Model	hp440g9aioi512500dos8512ssd323.8wifi

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम कटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Description	Description of store	All in One Personal Computers consist of a Mouse, Keyboard, Display with Web camera, inbuilt/integrated microphone array and speakers, an internal CPU with connection cables and power adapter with 1 year standard warranty
	Processor Number	Intel Core i5-12500, Intel Core i5-13400T, Intel Core i7 12700T, Intel Core i5-12600, Intel Core i5-13500T, Intel Core i5-14500T, Intel Core i5-14400, Intel Core i5-13600T, Intel Core i7-13700T, Intel Core i9 12900T, Intel Core i7-12700, Intel Core i7-14700T, Intel Core i5-13500, Intel Core i5-14500, Intel Core i9-12900, Intel Core i7-13700, Intel Core i7-14700, Intel Core i9-13900T, Intel Core i9-13900, Intel Core Ultra 5-235, Intel Core Ultra 7-265, Intel Core i5 14600T, Intel Core Ultra 5 235T, Intel Core Ultra 5 245, Intel Core Ultra 5 245T, Intel Core Ultra 9 285 Or higher
Input Devices	Mouse Connectivity	Wired, Wireless Or higher
	Keyboard Connectivity	Wired, Wireless Or higher
Operating System	Operating System (Factory Preloaded with Certification)	DOS or Equivalent
Memory	Type of RAM	DDR4, DDR5 Or higher
	RAM Size (GB)	8
Storage	Type of Storage Installed with the System	NVMe SSD
	Storage Capacity (in GB)	512
Display	Display Size - Diagonal (in Inches)	58.1 - 63 (22.87" - 24.8")
Ports	Number of Ports	1-DP, 1-HDMI, 1- RJ-45 (10/100/1000 Ethernet Port), 1-USB 3.1 Gen 1 TYPE C, 1-USB 3.1 Gen 2 TYPE A, 2-USB 3.1 Gen 1 TYPE A, 2-USB 3.1 Gen 2 TYPE A, Universal Audio Jack
Generic	Stand	Height Adjustable

व्यापक रखरखाव / Comprehensive Maintenance	
Warranty of required product	1 Year
Comprehensive Maintenance Duration (Post Warranty)	4 Year

*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specification

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Sanjeev Kumar Sinha	110001,SUPREME COURT OF INDIA, TILAK MARG, NEW DELHI-110001	250	15

Special terms and conditions-Version:5 effective from 18-09-2025 for category All in One PC (V2)

1.

For Buyers:		
1.	Product Verification	A unique device serial number shall be provided by the seller at the time of supply, which is mentioned on the product. The buyer/consignee shall be able to verify the complete product details, including configuration, through the OEM website. The buyer/consignee should be able to perform these verifications without needing to create an account on the OEM website.

2. Operating System

- a. There is no requirement that the OEM of the All in One PC should be a device partner of Microsoft or hold a valid authorisation from Microsoft
- b. Microsoft OS may be sourced directly from Microsoft by OEMs holding device partner status, and those not holding device partner status may source from authorized distributors, i.e., Ingram/Reddington and their authorized channel partners.
- c. Buyers may ensure that the authorisation from Microsoft shall not be made a mandatory requirement in bids.
- d. If supplies are made as per brands of OEMs who are global device partners, then the serial number of the machine supplied can be used to check the details of the product from the website of the OEM.
- e. In the case of local device partners of Microsoft, OS details such as the digital key number should be produced with supplies, and the buyer may verify them from Microsoft.
- f. In case of other OEMs who are sourcing from authorized distributors of Microsoft, Reddington, or Ingram, a copy of the invoice which contains the relevant serial number of Windows OS shall be submitted with supplies, and the buyer/consignee can verify the same from the OS server website or by telephone, or both.
- g. In respect of verification of OS, the consignee shall take necessary steps at the time of acceptance. For device partner machines, buyers can check the All in One PC OEM website to verify the OS by entering the PC's serial number and part code number. For entities that are not device partners and source OS from distributors' networks, they may verify the serial number through the Microsoft website or by telephone, or both.
- h. In case the product offered is with a DOS or Linux operating system, such verification of OS shall not be applicable.
- i. Buyer shall request for Windows Hardware Compatibility Certificate for window operating system to ensure the supply hardware is compatible with Windows operating system

3.	Requirement of OEM logo	Buyers are advised to note that incorporating a condition stipulating an OEM logo on the motherboard is restrictive and may not be incorporated into the bids.
----	-------------------------	--

4.	Warranty	<p>a. The buyer may ensure that as soon as supplies are received, a request for a warranty certificate is made, along with logging into the OEM website/call center to verify the certificate.</p> <p>b. The product in GeM marketplace (Direct Purchase & L1 purchase) comes with a minimum standard warranty of one year. In case the seller has standard warranty more than one year, the same may be mentioned in the catalogue (including in the model name) and in such case higher warranty offered shall prevail/supersede the minimum one year warranty.</p>
5.	OM related to MII, Local content and MeitY advice on Model technical specifications	Buyers are requested to refer to various OMs pertaining to DPIIT and MeitY, as issued from time to time, while making procurement and follow relevant provisions as applicable.
		<p>Before generating the Consignee Receipt and Acceptance Certificate (CRAC), the consignee may inspect the system condition and verify that it complies with the agreed specifications and configurations. In the case of a large number of units to be procured, then the buyer may opt for bidding and</p>

6.	Check points during Acceptance of Supplies	<p>accordingly stipulate conditions regarding installation, inspection by consignees/inspection agency. Consignees who receive the supplies should be vigilant and should complete checking to ensure that there is no scope for the supply of refurbished products. At the time of receiving supplies, the consignee may adhere to the following to ensure that any discrepancies in supplies can be flagged, taken into account, and reflected while generating the CRAC:</p> <ul style="list-style-type: none"> i. Packing should be checked properly ii. A warranty certificate from the OEM should be insisted upon and checked. iii. Instruction manuals and the OS installed should be checked. iv. The machine serial number should also be checked through settings and can be verified from the OEM website. The above points are for guidance, and the buyer/consignee may take steps considered suitable by them for checking at the consignee end before acceptance of systems. v. An escalation matrix for customer grievance redressal shall be insisted upon by the buyer from the seller at the time of delivery.
7.	HDD/SSD Storage Retention	Buyer may add their requirement of retention of securely store all Hard Disk Drives (HDDs) or Solid-State Drives (SSDs) used in the All in One PC under ATC clause.
For Sellers:		
1.	OEM Website Link/Part No for product verification	The OEM shall share the OEM website link with the buyer at the time of delivery. The offered model details/configuration should be available on their website. A unique device serial number shall also be provided at the time of supply, which is also mentioned on the product. The buyer/consignee shall be able to verify the complete product details, including configuration, through the shared OEM website link.

2.	Changing or altering the configuration	Seller must refrain from changing or altering the configuration of the factory pre-loaded machine. The machine should be delivered to the Consignee in its original, factory-approved configuration.
3.	Warranty	The seller shall furnish a valid warranty Certificate/Tag from the OEM to the purchaser, guaranteeing the product's coverage under the specified warranty terms. The warranty certificate should be verifiable through the OEM website/customer care center.
4.	Compliance of extended producer's responsibility	With effect from 1.4.23, as per the E-waste rules 2022, EPR registration is mandatory for manufacturing entities. Therefore, all OEMs shall hold valid EPR registration, and the registration number should be reflected in the catalog parameter. OEMs shall ensure compliance with all responsibilities as per EPR registration applicable from time to time.
5.	Mandatory / Statutory requirements as applicable	OEMs shall have to ensure compliance with the mandatory/statutory requirements as per the Government of India Notifications issued from time to time for hardware and software components, as applicable.
6.	Operating System	It shall be the responsibility of OEMs to ensure that supplies are made with genuine operating systems.

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/**Buyer Added Bid Specific Terms and Conditions**

1. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/**Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to

exemption provided to such sellers under GeM GTC.

3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

Additional Clause For Comprehensive Maintenance Charges

- 1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months or as per user requirement. Cost of consumables shall not be included in CMC.Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- 2.CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.
- 3.GST shall be included in the CMC Charges quoted.
- 4.Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula.A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.
- 5.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.
- 6.While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available.Under this option up to 10 years can be chosen for CMC charges beyond warranty period.
- 7.In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.
- 8.The CMC functionality shall be available in bid only and no direct RA shall be applicable.In case of bid to R/A

decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.

8.1. Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected:

CMC charges for 1st year after warranty period- Percentage to be indicated- A1

CMC charges for 2nd year after warranty period- Percentage to be indicated- A2

CMC charges for 3rd year after warranty period - Percentage to be indicated- A3

CMC charges for 4th year after warranty period - Percentage to be indicated- A4

CMC charges for 5th year after warranty period - Percentage to be indicated- A5

Similarly, A6 to A10 are to be indicated for 6th to 10th year of CMC if applicable.

8.2. The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.

8.3. In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below including CMC and then show the inter-se-ranking of the bidders. The following are the variables

(i) Number of years for which CMC required.

(ii) Number of years of product warranty

The formula for calculating total cost including CMC charges shall be as under:

Total Cost for evaluation=

$C + C * \left\{ \frac{A1}{100} / (1.10^n) + \frac{A2}{100} / (1.10^{n+1}) + \frac{A3}{100} / (1.10^{n+2}) + \frac{A4}{100} / (1.10^{n+3}) + \frac{A5}{100} / (1.10^{n+4}) \right\}$ and so on

C - Cost for equipment quoted and n shall be number of years of product warranty specified.

If 2 year warranty specified, n shall be 2 and if 5 year warranty specified, n shall be 5. A1, A2, A3, A4 & A5 shall depend on how many years CMC selected. For 3 year CMC, only A1, A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

8.4. CMC charges offered for each subsequent year should be same or higher than preceding year.

8.5. The CMC charges shall be offered within range of 3 to 25% of cost of equipment.

9. Since CMC charges are to be paid only later for each year during CMC period, applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.

10. Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 10% as specified in bid on total CMC Charges. The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.

11. In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis. The equipment cost and CMC charges (year to year) shall be matched individually.

12. The CMC Contract shall be an offline contract to be handled by buyer. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.

13. CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges. The same shall include GST. The prices also include cost of spares and damaged parts. Purchaser does not have any liability, whatsoever, over and above the cost of CMC. It also includes for arranging hand tools & tackles, special tools etc. required to carry out the work.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

SUPREME COURT OF INDIA
ADMN. MATERIAL(M)

Last date for Submission of Tender: 26 December, 2025 upto 03.00 PM

GeM BID NOTICE
NOTICE INVITING TENDERS
FOR SUPPLY AND INSTALLATION OF HP PRO ONE 440 G9 24 AiO DESKTOP
COMPUTERS IN THE REGISTRY INCLUSIVE OF TWO RESIDENT
ENGINEERS

[PROPRIETARY ARTICLE-BUYING TENDER]

1. Supreme Court of India, an apex Judicial Body under the Constitution of India, intends to procure **250 units of HP ProOne 440 G9 24 AiO Desktop Computers with a 1-year on-site warranty followed by a 4-year CMC (Comprehensive Maintenance Contract) with Ubuntu Linux 24.04 LTS or higher OS along with two (02) Resident Engineers** (as per GeM category/make/model/specifications) and, therefore, invites E-bid through GeM Portal from the manufacturer/authorised suppliers/retailers/dealers based in Delhi/NCR region latest by 26 December, 2025 at 03:00 p.m. **The estimated value of the procurement of hardware is expected to be approximately **Rs. 3,25,00,000/-**.**

Manual bids shall not be accepted under any circumstances. The offer submitted by fax / e-mail shall not be considered. No correspondence will be entertained in this matter. The tenderers are, therefore, required to quote rates online on GeM Portal only.

2. **DOCUMENTS DOWNLOAD**

2.1 The bids/ tenders are to be submitted online on GeM Portal in strict compliance with the schedule mentioned in the Critical Date Sheet given hereunder:

<u>CRITICAL DATE SHEET</u>		
Stage	Date	Time
Bid/ Tender Document Publishing Date & Time	05.12.2025	04:15 PM
Bid/ Tender Document Download Start Date & Time	05.12.2025	04:30 PM
Bid/ Tender Submission Start Date & Time	05.12.2025	04:30 PM

Bid/ Tender Submission End Date & Time	26.12.2025	03.00 PM
Bid/ Tender Opening Date & Time	26.12.2025	03.30 PM

The Registry will remain closed from Thursday, the 25 December 2025 to Thursday, the 1 January 2026 (both days inclusive) on account of Christmas/New year Holidays.

Note: In case the date of Submission/Opening of tender is declared as a Public Holiday, the tenders will be opened on the next working day at the same time.

2.2 Tender documents are also available on Supreme Court of India website <https://www.sci.gov.in/notice-category/tenders/> (for reference only).

2.3 Not more than one tender shall be submitted by one Bidder or Bidders having business relationship. Under no circumstances will father and his son(s) or other close relations who have business relationship with one another (i.e., when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

2.4 The tenderer shall not tamper/modify the tender form including downloaded price bid template in any manner. In case the same is found to be tampered/modified in any manner, tender will be summarily rejected and EMD would be forfeited and tenderer will also be liable to be banned from doing business with the Registry for a specified period as deemed fit.

2.5 The tenderers are advised to regularly visit GeM Portal and official website of Supreme Court of India i.e. <https://www.sci.gov.in/notice-category/tenders> to keep themselves updated with any change/ modification in the tender which will be intimated through these websites only by corrigendum / addendum/ amendment. **No individual correspondence shall be entertained in this regard.**

2.6 The tenderers are required to quote the competitive rates online **FOR SUPPLY AND INSTALLATION OF HP PRO ONE 440 G9 24 AiO DESKTOP COMPUTERS ALONG WITH TWO RESIDENT ENGINEERS TO THE REGISTRY** on GeM Portal as per GeM guidelines.

3. All the applicable bank charges shall be borne by the applicant and he shall not have any claim what so ever on this account on the Registry. In case of re-tendering, the firms which have submitted the DD in earlier calls will be required to submit DD along with their tender/application in subsequent calls also. Tender not accompanied with the EMD or MSME exemption Certificate is liable to be rejected.

(A) ELIGIBILITY CRITERIA

4. The eligibility criteria for the Prospective Tenderer which need to be complied with the technical bid and will form part of Technical Evaluation is as follows:

- a) The bidder should be the authorized seller of HP, and, therefore, should submit Original Manufacturer's Authorization Letter (as per proforma at Annexure 'C') for supply and installation of HP hardware.
- b) Bidder must have valid GST Registration Certificate. A copy of the same should be enclosed with the Technical-Bid.
- c) Bidder must possess valid PAN Card. A copy of the same should be enclosed with the Technical-Bid.
- d) The Bidder must have an office in Delhi/NCR, to support the after sale services and a copy of address proof must be submitted.
- e) The bidders should have experience in providing this item/services and should have been in existence for not less than 3 years.
- f) The Bidder should provide two (02) Work Orders/Contracts from prestigious organisations and One (1) running work contract in providing the above referred items/services to any govt organization/PSUs/Autonomous Bodies.
- g) **Satisfactory service certificates or Work Orders** should be produced to support (f) above, with details of Contact Person, Telephone No., email etc.
- h) The bidders/ tenderers shall give an undertaking (as per Annexure -'B') that the Firm/Partners/Director/Proprietor has not been blacklisted and their business dealings with Central/State Government/Public Sector Units/Autonomous Bodies have not been banned/terminated on the account of poor performance.

Note: The Tenderer will be evaluated based on meeting the tender criteria viz. submission of EMD/experience/accepting the terms and conditions etc. and shall normally be awarded to the lowest evaluated quotationer whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily.

SCOPE OF WORK REGARDING MAINTENANCE SERVICES

- a) The scope of work **covers supply and installation of 250 units of HP ProOne 440 G9 24 AiO Desktop Computers with a 1-year on-site warranty followed by a 4-year CMC (Comprehensive Maintenance Contract) with Ubuntu Linux 24.04 LTS or higher OS along with two (02) Resident Engineers** as follows:

Year	Year-wise Warranty / CMC Applicable	Services of Two (02) resident engineers
1st Year	Warranty	Yes
2nd Year	CMC	Yes
3rd Year	CMC	Yes
4th Year	CMC	Yes
5th Year	CMC	Yes

The Prices to be quoted by the bidder on the GeM portal must factor the cost of two resident engineers in their bid. The Registry may call for a year-wise break-up of the separate cost of resident engineers in this project at a later stage from only the successful bidder (L-1) for administrative / payment purposes, as the cost of hardware would be paid in one go after the satisfactory report will be issued by Computer Cell for it. However, a separate computation of the cost of maintenance/CMC also would be required to settle the invoices which will be raised by the successful tenderer on a quarterly basis beginning from the very first month of the first year of supply, upon receipt of a satisfactory report with regard to the quality of maintenance services, to be issued by Computer Cell.

- b) The tenderer shall provide the support/services consisting of corrective as well as preventive maintenance of HP 440 G9 24 AiO Desktop Computers and its peripherals (including drivers/software). The tenderer shall perform services in a professional manner and in accordance with and up to the standards and to the entire satisfaction of officer-incharge for the purpose. Maintenance services shall consist of preventive and corrective periodical maintenance of HP 440 G9 24 AiO Desktop Computer hardware, software for smooth running and to keep the hardware & peripherals in good working condition.
- c) The maintenance contract is comprehensive inclusive of Operating System (OS) support on all the HP 440 G9 24 AiO Desktop Computers covered under it. Any problem related with OS maintenance, reloading of OS with all device drivers, OS upgrade, device drivers, System configuration and network configuration shall be attended & rectified by the tenderer.

- d) If any HP 440 G9 24 AiO Desktop Computer and its peripheral is not repaired within a day, and the tenderer fails to provide a standby HP 440 G9 24 AiO Desktop Computer of the same model and its peripherals, **a penalty of Rs. 1,000/- (Rupees one thousand only) per day per equipment** will be deducted from the security and/or outstanding bills of the tenderer till such time the HP 440 G9 24 AiO Desktop Computer and its peripherals is repaired or appropriate standby is provided. In case the requisite parts are not available, the same should be replaced with the parts of higher level compatible with the system.
- e) The tenderer shall maintain the equipment as per OEM's guidelines, industry standards and shall use only standard / compatible / equivalent components for replacement. The original specification/ characteristics / features of the equipment shall not be changed without prior intimation to the Supreme Court of India.
- f) On expiry of the warranty/CMC period of 4 years, the tenderer will have to handover the HP 440 G9 24 AiO Desktop Computers and its peripherals under warranty/CMC in perfect working condition to the Registry of the Supreme Court of India, failing which it shall be open to the Registry of the Supreme Court to get the equipment repaired from anywhere at the cost and risk of the tenderer and the expenses incurred by the Registry of the Supreme Court of India in this regard shall be deducted from the security deposit and outstanding dues, if any, of the tenderer. If the amount of security deposit and/or outstanding bills is found inadequate, the balance amount shall be payable by the tenderer to Supreme Court of India, which shall be entitled to recover it from the tenderer. The decision of the Registrar, Supreme Court of India in this regard shall be final and binding upon the tenderer.
- g) The tenderer has to provide services not only at the Supreme Court premises but also at any other locations of the Supreme Court of India within radius of 5-10 kms where HP 440 G9 24 AiO Desktop Computers are proposed to be installed. No Travel Allowance (TA) will be paid by the Registry for the same.
- h) A quarterly Preventive Maintenance of all equipment shall be done by the tenderer in

the 1st month of Quarter and Preventive Maintenance Report duly signed by the Computer Cell would be submitted to the Computer Cell of the Registry of the Supreme Court of India. Any failure on the part of the tenderer to submit a quarterly Preventive Maintenance Report shall be considered as a default and the same would attract **a penalty of Rs. 1,000/- (rupees one thousand only) per equipment** to be deducted from the security and/or outstanding bills of the tenderer. The quarterly payment will strictly be made on the basis of satisfactory report of all equipment from the concerned user.

(B) BID SUBMISSION

5. (a) The tenderers are required to submit Demand Draft of **Rs. 6,50,000/- (Rupees Six Lakh and Fifty Thousand only)** drawn in favour of “The Registrar (Admn.), Supreme Court of India” as **Earnest Money Deposit**, in a separate sealed envelope (**superscribing the title of this NIT**). The original EMD (Demand Draft (DD)) (to be purchased on or after publication date of this GeM Bid) must be submitted in a sealed envelope superscribing the title of this NIT, addressed to ‘Deputy Registrar (AM), at the **E-SEWA Kendra Counter number 2 (R&I), Supreme Court of India**. Scanned copy of the DD shall be uploaded by bidder/ bidder in the online bid before end date and time of bid submission and hard copy of the same should reach the Registry **within 05 working days of bid opening (i.e., upto 7th January, 2025)**, failing which the bid may be treated as incomplete and lead to rejection of the bid without making any reference to the seller. MSME/Exemption Certificate must be of a relevant category for IT related items and peripherals, otherwise bid shall be rejected.

b). No other form of EMD, if applicable, shall be accepted by the Registry. If the firm is exempted from depositing the EMD, a certificate to this effect has to be submitted along with the tender document. All the tenderers which are received without earnest money/ Exemption Certificate will be rejected.

c). The Tender not accompanied with the EMD, as applicable, is liable to be rejected. However, the bidders seeking EMD exemption, must submit the valid supporting document for the relevant category with the bid.

d). EMD of the unsuccessful bidders/ tenderers would be returned by way of RTGS/NEFT or cheque after the contract has been finally awarded to the successful bidder/ tenderer and no interest will be payable on EMD.

6. PART –I: Technical Bid shall contain the following:

S. No.	<u>Documents To Be Uploaded</u> (All the documents must be sequentially numbered and uploaded in the below mentioned chronological order)
1.	Tender document signed and stamped (This complete document including Terms & Conditions and Other Instructions etc.)
2.	Signed/ Stamped Scanned copy of EMD/ Exemption Certificate, as the case may be
3.	Signed and stamped copy of duly filled <u>Technical Bid Proforma</u> as per format at Annexure 'A'
4.	Signed and stamped copy of <u>Undertaking/ Declaration</u> as per format at Annexure 'B' on the letter head of the bidding firm.
5.	Signed and stamped copy of (MAF) as per format at Annexure 'C' of this document on the letter head of the bidding firm, issued by OEM
6.	Signed/ Stamped proof of their domicile in Delhi/NCR along with address of the office
7.	Signed/ Stamped copy of Registration/ Incorporation Certificate of the bidding firm (should have been 3 or more years old)
8.	Signed/ Stamped copy of PAN Number
9.	Signed/ Stamped copy of GST Registration
10.	Signed/ Stamped copy of Audited Accounts Statement of annual turnover for last three financial years (i.e., 2022-23, 2023-24, 2024-25)
11.	Signed/ Stamped copies of satisfactory work certificate/work order in support of Satisfactory Work completion from two (02) prestigious Organisations (Government/Public Sector Undertaking)
12.	Signed/ Stamped Work Order/ Proof in support of proof of one (01) running contract with govt. organisation
13.	Signed/ Stamped copy of duly filled Check List of Documents to be uploaded
Every page must be signed and stamped by the authorized official of the bidder/tenderer firm, failing which, it is liable to be rejected.	

PART –II: Price Bid contain following:

(i) The Price Bid shall contain only schedule of rates duly filled in. No stipulation, deviation, terms & conditions, presumptions etc. is permissible in price part of the bid. The Registry shall not take any cognizance of any such conditions and may at its discretion reject such price bid.

(ii) Bidders shall submit the tender online on GeM Portal on or before the due date and time of

bid submission. Tender submitted by any other form (fax/email/courier/post/hard copy) will be summarily rejected.

(C) GENERAL TERMS & CONDITIONS

7. The bidders/ tenderer must read all the instructions, Proformas' terms & conditions and specifications carefully and ensure compliance with the instructions herein. Failing to furnish all the information as required by the tender document in any respect will be at the bidders'/ tenderers' risk and may result in rejection of the bid/ tender.

8. The bidder/ tenderer should have a registered office/ Branch office in Delhi/NCR and should upload proof of their domicile in Delhi/NCR along with address of the office.

9. The rates quoted online should be inclusive of all Govt. levies etc. and no additional charges transport/ carry charges or any other charges) will be paid by the Supreme Court Registry.

10. Certified translated copies of supporting documents should be uploaded in English, in case of documents available in Regional/ vernacular language.

11. Those Technical bids which are found to be in order i.e. satisfying all the stipulated conditions for the Desktops shall be short-listed and financial bids of only such short-listed bidders will be opened as per GeM guidelines. The bidder not fulfilling eligibility conditions of the tender will not be considered under any circumstances.

12. The Registry will deal with the tenderer directly and no middle-men/agents/commission agents etc., should be asked by the tenderer to represent their cause and they will not be entertained by the Registry.

13. In case of more than one L1 bid emerging, the bidder will be selected as per GeM guidelines.

14. Registry is not bound to accept the lowest bid/ tender and reserves the right to reject or accept any or all the bids/ tenders, partly or completely, at any time without assigning any reason thereof.

15. The Registry reserves the right to make any change, at any time, in the terms and conditions of the Notice Inviting Tender and accept or reject any or all tenders wholly or partly without assigning any reason thereof.

16. The decision of the Registry will be final conclusive and binding on the bidder and the

Registry takes no responsibility for any delay whatsoever for submission of tender after the last date and time given in the schedule.

17. In case the successful bidder fails to undertake the supply of goods within 15 days from the date of receipt of work order, the Registry reserves the right to terminate the contract or at its discretion make necessary deductions/adjustments at the time of settling the bill for item/service.

18. The rates should be valid for a **minimum period of 90 days** from the date of opening of tenders. The bidder/ tenderer shall not be entitled during the said period of 90 days to revoke or cancel its bid/ tender or to vary the tender or any terms thereof.

19. The bidders/ tenderers shall give an undertaking (**as per Annexure -'B'**) that the Firm/Partners/Director/Proprietor has not been blacklisted and their business dealings with Central/State Government/Public Sector Units/Autonomous Bodies have not been banned/terminated on the account of poor performance.

20. Each tenderer has to certify that all the terms and conditions are acceptable to him (**Annexure-A**).

21. The Registry reserves the right to seek clarification or verification of any information supplied by the bidder.

22. The vendor will maintain a supply service card and will take the signature of Computer Cell as and when the supply/service is made and the same need to be attached with the bill.

23. Hypothetical or conditional tenders will not be entertained. Tender once submitted shall not be allowed to be withdrawn or altered. In the event of tender being withdrawn / altered, the tenderer may be debarred to participate in the tender process of the Supreme Court of India in future or any other action as deemed fit.

24. Access to the office premises shall be restricted solely to the authorized representatives of the Service Provider. Personnel shall refrain from engaging in any private work within the premises outside of their designated duties.

25. The bidder shall be responsible for safeguarding its own material during after-sale service being provided to the Registry, at its own cost. Any damage/spoiling of lift/floor/caused during such act will have to be made good by the agency at his/its own expenditure.

26. The tenderer should provide the name and telephone/mobile number of person, who can be contacted at any time, even beyond office hours and on holidays.

27. The contractor shall maintain the quality of the product/services throughout the warranty/CMC period. The quality of the product/services should be as per approved applicable standard norms. The product should be of original brand, and not damaged.
28. All costs associated with materials, equipment, labor, and transportation shall be the exclusive responsibility of the Service Provider.
29. In case the supplies are not found in conformity with the approved specifications and any complaint is received about its quality and performance during the course of their use/utilization, the entire supply will have to be replaced with the good one/quality exactly commensurate with the approved specifications at the cost of the tenderer. The decision of the Registry in this regard shall be final. There shall be an Inspection Committee which shall verify that supplied goods meet the prescribed specifications in terms of quality, specifications etc. and are as per the approved sample or specification, if any. Quantity of the supplied goods and services shall also be verified by the Inspection Committee.
30. The Registry shall have the discretion to withdraw the purchase order/contract at any time without any notice and without assigning any reason thereof.
31. The response time during the warranty/CMC period would not exceed 2 hrs from the time breakdown is reported to the successful bidder.
32. Even after awarding the purchase order, the Registry reserves the right to terminate the same at any time, if the services of the tenderer are not found satisfactory.
33. Payment in respect of CMC and Resident Engineers shall be made on quarterly basis.
34. The OEM Company may submit a bid either in its own name or through any of the authorised dealers, who has to provide services of supply of items to the Registry of the Supreme Court of India. **The bid without confirmation of the original equipment manufacturing company regarding authorization to sell the product shall not be considered.**
35. The successful tenderer shall also ensure that all hardware supplied, be it computer systems or its peripherals, shall be marked with apparently visible asset tags, mandatory for proper inventory and upkeep of the same. Such a list of tagged assets shall be periodically updated by the successful tenderer on annual basis and submit a copy to the CIAW / Computer Cell against written acknowledgment.

RESIDENT ENGINEER

- a) The tenderer will be required to depute two Resident Engineers **throughout the five-year period** on permanent basis in the Registry of the Supreme Court on all working days from 09:00 A.M to 06:00 P.M. (Monday to Saturday) and also at odd hours and/or during holidays, if required, from the date of Supply. The said Engineers should be equipped with a Mobile Phone and complete knowledge of computer hardware as well as software maintenance.
- b) The Registry shall have no liability, financial or otherwise for any harm/damage/injury incurred by the Resident Engineer, so deployed by the successful tenderer, in the course of performing the work.
- c) The Resident Engineers deployed by the tenderer shall take up any reported fault in the HP 440 G9 24 AiO Desktop Computer hardware, software, and other peripherals within 02 (two) hours of the same being raised, regardless of such a complaint being made at odd hours and/or during holidays. The complaints raised by the Branch/User of the HP 440 G9 24 AiO Desktop Computer hardware, software, peripherals, etc., shall be rectified by the tenderer within 12 Hrs. The repairs would be carried out on-site itself. However, in case the equipment is not likely to be repaired within 12 Hrs. the tenderer would provide a standby HP 440 G9 24 AiO Desktop Computer, other peripherals for the same till the fault is repaired and the equipment is provided for perfect use at user end. Repair and servicing of the equipment shall be carried out at the place where it is installed. If for some reason, it is not possible to carry out the necessary repair at the place where the equipment is installed, prior permission in writing shall be taken from the Computer Cell before taking the equipment to the workshop of the tenderer and an appropriate stand-by equipment shall be provided before taking any equipment for repairs.
- d) The Resident Engineers deployed by the tenderer shall maintain an issue logbook/record of all the complaints made by the users of the HP 440 G9 24 AiO

Desktop Computer hardware, software, and other peripherals which shall regularly be shown to the Computer Cell of the Registry for verification. The Resident Engineers shall maintain such a logbook in soft copy as well as hard copy. The Resident Engineers shall share the logbook of every month without fail on or before the 4th day of the following month. The deployed Resident Engineers of the tenderer shall attend all the complaints received immediately as per following schedule:

- (i) Minor faults should be attended immediately.
 - (ii) The tenderer shall be responsible for taking backup data and programs available in HP 440 G9 24 AiO Desktop Computer, before attending the fault and shall be responsible for reloading the same. The back-up copies are to be returned to the Branch/Users;
 - (iii) The tenderer must submit a draft format of Issue log-book/Record proposed to be maintained under this contract to Computer Cell of the Registry.
- e) The tenderer and Resident Engineers must have expertise in preventive onsite maintenance and repair of services of complete HP 440 G9 24 AiO Desktop Computer hardware, software, and other peripherals.
- f) The Resident Engineers must have expertise and experience with respect to complaint management methodology. The tenderer should undertake that the character and antecedents of each Engineer/Staff deployed in the Supreme Court of India have been got verified from the competent authorities and record maintained to this effect and further ensure that all Engineer/Staff deployed in the premises are duly verified by the Police authorities from time to time in so far as their character and antecedents are concerned.
- g) The tenderer shall also depute additional Engineer, if required, to attend the complaint on the same day, without any extra charge.
- h) The Resident Engineers to be deputed for maintenance of HP 440 G9 24 AiO Desktop Computer hardware, software, and other peripherals remains on leave or absent, a suitable substitute shall immediately be provided, failing which deduction

of Rs. 500/- (Rupees Five Hundred Only) per day of leave/absence of such Resident Engineers shall be deducted from the security and/or outstanding bills of the tenderer. The decision of the Registrar, Supreme Court of India, in this regard shall be final and binding upon the tenderer.

- i) The tenderer will ensure that the staff engaged/Resident Engineers are well disciplined and maintain full decorum as and when present within the Supreme Court Complex. The staff deployed by the vendor shall mark their attendance with Computer Cell either physically or through a computer software, if prevalent, under the supervision of the Computer Cell.

The tenderer shall maintain the equipment as per OEM guidelines and shall use only standard / compatible / genuine components for replacement. The original specification/ characteristics / features of the equipment shall not be changed without prior intimation to the Supreme Court of India.

- j) Resident Engineer Qualification - Minimum qualification of each Resident Engineer must be graduate or equivalent or qualified diploma holder in computer/electronic with an experience of not less than 3 years in computer hardware as well as software maintenance along with ability to communicate in English language.
- k) The Resident Engineers shall be at the disposal of the Computer Cell and shall take up all HP 440 G9 24 AiO Desktop Computers related complaints of the Registry as and when directed during working hours of the Registry and also at odd hours and/or during holidays, the Resident Engineers shall also have to stay, until the reported problem is resolved.
- l) The tenderer must attend to all complaints and resolve issues pertaining to the HP 440 G9 24 AiO Desktop Computer hardware, software, and other peripherals (including spare parts) inclusive of replacement of unserviceable parts in a timely manner. The parts to be replaced shall be new OEM parts. Whether defective equipment or components is to be replaced or repaired shall be at the sole discretion

of the Registry of Supreme Court of India. The defective part(s), if removed, from the complete HP 440 G9 24 AiO Desktop Computer hardware, software, and other peripherals, will become the property of Supreme Court of India. The replacement of components shall cover all items of equipment including assemblies, sub-assemblies, all major parts, installation of any peripheral in the existing PC. No extra charges shall be paid for the above equipment but excluding consumables, if any.

- m) The tenderer shall be responsible for thorough check-up, shifting, un-installation, re-installation, regular cleaning of all hardware supplied using suitable cleaning material and equipment for preventive and maintenance check up. Each of the equipment has to be cleaned at least once every quarter. A register shall be maintained by the Resident Engineer showing the cleaning of each equipment which shall be produced to the concerned officer duly signed by the user (with the name and designation) certifying the satisfactory service rendered by the tenderer during the said period, for verification before submitting the quarterly bill. The tenderer must submit a draft format of such a register at the time of supply of HP 440 G9 24 AiO Desktop Computers.
- n) The tenderer shall comply with all relevant and existing Labour Legislation and Acts such as Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, Workmen's Compensation Act, Payment of Wages Act, Provident Fund, ESI Act etc., as applicable or framed by the Government of NCT of Delhi or Government of India, or any other Statutory Authority. For any breach or lapse on the part of tenderer in respect of non compliance of any labour legislation in force during the validity of the Contract, the tenderer would be fully responsible and keep the Registry indemnified, in case the Registry is held liable for any lapse on the part of the tenderer. The tenderer must submit an Undertaking towards compliance of all Labour Laws (Annexure- 'B').

(D) PAYMENT TERMS

36. The payment will be made **only after full supply is received and accepted** as per approved specifications/defined model number after receiving satisfactory working report from Computer Cell against full supply by the vendor. No advance payment will be made by the Registry.

37. As regards payment towards CMC, the tenderer shall submit a bill (in triplicate) on quarterly basis towards CMC charges, after warranty period is over, along with Preventive Maintenance Reports to be obtained by the tenderer from the concerned users to the effect that the equipment under CMC have performed satisfactorily during the quarter for which CMC charges are claimed. The payment shall be released only after submission of satisfactory performance certificates from the concerned users/Computer Cell during the relevant quarter by the tenderer.

38. Penalties, if any, shall be deducted from any of the outstanding payment due to the firm.

39. Statutory deductions shall be made as per applicable rules.

(E) PERFORMANCE SECURITY DEPOSIT

40. The performance bank guarantee @ 3% of the total amount of the Purchase Orders drawn in favour of “The Registrar (Admn.), Supreme Court of India”, shall be submitted in two parts. The performance @3% of the value of the supplied items for the first year must remain valid for two additional months. This PBG shall be released only after the new PBG @3% of the CMC charges for the CMC period is submitted at the start of the CMC period and accepted by the Registry. This second performance bank guarantee must cover the entire period of CMC (i.e., for the second, third, fourth and fifth year) plus one year. In case, the successful bidder fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.

(F) PRICE FALL CLAUSE CERTIFICATE

41. Tenderers are required to furnish the PFC (Price Fall Clause) Certificate as per the format given in **Annexure ‘D’**.

(G) PENALTIES / LIQUIDATED DAMAGES

42. If services/supply are not made in time and the Registry is forced to procure items/services from open market at higher rates, the loss so sustained will be deducted from the item/CMC service bill of the tenderer.

43. In the event that any employee of the Service Provider is found liable for theft, loss, or damage to office property, the Service Provider shall be held accountable for any resulting compensation claims.

44. Irrespective of the fact as to whether or not the Registry makes purchases from outside, the Registry may impose penalty up to 1% per week subject to maximum penalty of 10% of total cost of delayed articles, or of forfeiting the performance security if the delay is due to willful laches or negligence on the part of the tenderer irrespective of inconvenience caused to the Registry.

45. The successful bidder shall ensure 98% response time per year. This amounts to total maximum downtime of 7 days per year. Also unavailability must not exceed 2 days at any given time. Total downtime will be calculated at the end of the year. If downtime exceeds permitted limit, Liquidated Damages/termination clause may be resorted to as per the merit of the case, to be decided by the Registry and binding upon the successful bidder.

46. In case of breach of any conditions or unsatisfactory service during the currency of contract, the Registry shall have a right to terminate the contract and to entrust the work to another contractor. The loss, if any, sustained by the Registry on that account will be recovered from the Performance Security of the tenderer.

47. Any loss/damage sustained to the Registry's items will be recovered from the successful tenderer.

(H) TRANSFER & SUB-LETTING

48. The firm/bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.

(I) RELATIONSHIP OF PARTIES

49. Since both the parties are independent entities, under no circumstance will the employees of the successful bidder/ tenderer be deemed the employees of the Supreme Court of India Registry. The contract shall, therefore, not grant any authority to the successful bidder/ tenderer to act for Supreme

Court of India Registry in any capacity on its behalf.

(J) INTELLECTUAL PROPERTY RIGHTS

50. Supreme Court of India Registry shall be solely entitled to any Intellectual Property Right

(IPR) emanating or in any way related to this tender bid/ process. If any infringement to such IPR is observed during the currency of the contract or any time thereafter, suitable legal action may be initiated by the Supreme Court of India Registry.

(K) CONFIDENTIALITY OF CONTRACT

51. The successful bidder/ tenderer shall ensure that the specific terms and conditions of the contract will also be treated as confidential information and that no disclosures will be made in any form without the prior written consent of the Supreme Court of India Registry, except (i) As required by applicable disclosure law; (ii) To accountants, Banks, Financing Sources, lawyers, etc., subject to a duty not to disclose to others or (iii) in connection with the enforcement of this contract.

(L) JURISDICTION

52. Since the contract shall be governed by and interpreted under, the laws of the Republic of India and Courts at Delhi shall have exclusive jurisdiction to try, entertain and decide the matters arising out of and in relation to the Contract. All disputes and differences are, however, subject to the jurisdiction of the courts situated in Delhi.

(M) ARBITRATION

53. In the event of any dispute or difference or disagreement between the parties in respect of any matter relating to or arising out of the Agreement/ Contract, the parties shall endeavor to resolve amicably any such disagreement or dispute by direct informal negotiation.

54. If the parties fail to resolve such a dispute or difference or disagreement by mutual consultation within twenty eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the Competent Authority.

(N) FORCE MAJEURE

55. In case the successful bidder/ tenderer is unable to fulfil the obligation under the contract owing to Force Majeure situation like war, fire, earthquake, floods, embargoes, act of terrorism etc., which are beyond the control of the parties, the successful bidder/ tenderer shall promptly notify Supreme Court Registry in writing of such condition and cause thereof. Unless otherwise directed by Supreme Court of India Registry in writing, the successful bidder/ tenderer shall continue to perform its obligations under the contract as far as it is reasonably practical, and shall seek all reasonable

E Comp. No.:9243 File no. : AM-P/12(17)/2/2024-SC(AM-M)

Subject:Purchase of Desktops

Dated: 05.12.2025

alternative means for performance not prevented by the Force Majeure event.

56. In case of any doubt/clarification, the parties may contact Branch Officer, Admn. Materials (Maintenance) at Telephone no. 011-23115864 before quoting the rates. In case the bidders want to be present on the day of opening of the technical bid, i.e., on 26th December, 2025 they may login to Suswagatam Portal at <http://suswagatam.sci.gov.in/public/Index.aspx> for making photo entry passes before visiting to the Registry. Name of the Officer – Shri Sanjeev Kumar Sinha, Branch Officer (AM), and only two (02) representative(s) will be allowed for each firm.

sd/-

(Padma Sundar)

Deputy Registrar (AM)

Encls: Annexures – ‘A’, ‘B’, ‘C’, ‘D’

Annexure-A

Last date for Submission of Tender: 26 December, 2025 upto 03.00 PM

GeM BID NOTICE
NOTICE INVITING TENDERS
FOR SUPPLY AND INSTALLATION OF HP PRO ONE 440 G9 24 AiO DESKTOP
COMPUTERS TO THE REGISTRY INCLUSIVE OF TWO RESIDENT
ENGINEERS

(To be filled in by the tenderer with reference to this Notice Inviting Tender)

<u>PROFORMA TO BE FILLED BY THE BIDDER/ TENDERER FIRM</u>		
1.	Name of the Bidding Company/ Firm	
2.	Name of the Brand is quoted for (PLEASE MENTION ONLY THE BRAND NAME) This is proprietary purchase.	
3.	Name of Owner(s)/ Partner(s)/ Director(s)/ Proprietor(s) (as applicable)	
4.	Full Particulars of Office in Delhi/NCR	
	(a) Complete Official Address	
	(b) Telephone/ Mobile No.	
	(c) Fax No.	
	(d) Official Email Address	
5.	Name of the Contact Person with Telephone/Mobile No./E-Mail ID	

6.	Year of Establishment of the Bidding Company/ Firm				
7.	Status of Firm (Company/ Partnership Firm/ Proprietary Firm or a Government Department or a PSU) etc,				
8.	Registration Details: (Signed and Stamped Copy to be uploaded with this form)				
	(1)	PAN No.			
	(2)	GST Registration No.			
9.	Details of Earnest Money Deposit (Issuing Bank & Dated)		DD No. & Date: Issuing Bank Name: Branch Name: Amount: Valid upto:		
10.	Bank details for refund of EMD:		Bank Name: Branch Name: Account No. IFSC :		
11.	Name & address of the Govt. Offices etc. (Any Two) with which the bidder/ tenderer had contract with details of contact person and the telephone/mobile number etc & details of any One Running Contract (preferably with government organisation).				
	Sr. No.	Name and Address of the Organization		Value of Contract (Rs.)	Duration of Contract
					From
					To
					dd/mm/yyyy
					dd/mm/yyyy
	(1)				

	(2)				
Atleast One (01) Running Contract detail					
	(3)				
12.	Details of Statement depicting Annual Turnover During Last 3 (three) Years				
	Sr. No.	Financial Year	Income (in Rs.)		
	(1)	2022-2023			
	(2)	2023-2024			
	(3)	2024-2025			
13.	Whether all the terms & conditions of NIT are acceptable :		Yes / No		

Signature of the authorized/
signatory of the firm/company
organization/official stamp/seal

ANNEXURE-B

(On the Letter Head of the bidder)
UNDERTAKING

- (1) I/ we (Proprietor/ Partner/ Director/ Authorized Signatory) am/ are competent to sign this undertaking and execute this tender document.
- (2) I/we have carefully read and understood all the terms and conditions of the tender and hereby convey my/ our acceptance of the same.
- (3) The information/ documents furnished along with the tender are true and authentic to the best of my/ our knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of the tender at any stage besides liabilities towards prosecution under appropriate law.
- (4) I/we have apprised myself/ourselves fully about the job to be done during the currency of period of agreement and also acknowledge to bear the consequences of non-performance or deficiencies in services on my part.
- (5) I/We undertake that (Name of the Bidder/ Tenderer Firm
_____) has not been indicted for any criminal, fraudulent or anti-competition activity and not been blacklisted/banned/terminated by any Central/State Government/ Public Sector Units/ Autonomous Bodies on account poor performance.
- (6) I/We undertake to abide by all relevant and existing Labour Legislation and Acts such as Minimum Wages Act, PF/ESI Act/Statutory obligations, etc., as applicable or framed by the Government of NCT of Delhi or the Government of India.
- (7) I/We undertaking that (_____) have not been under Litigation, Court receivership, any similar proceedings or declared bankrupt.

Date :

Place :

Signature of the authorized/
signatory of the firm/company
organization/official stamp/seal

ANNEXURE-C

(On the Letter Head of the OEM)

To,

The Registrar,
Supreme Court of India,
New Delhi – 110001

Subject: **AUTHORIZATION LETTER FOR THE FOR SUPPLY AND INSTALLATION OF HP PRO ONE 440 G9 24 AiO DESKTOP COMPUTERS TO THE REGISTRY INCLUSIVE OF TWO RESIDENT ENGINEERS**

M/s. _____

Reference: _____

GeM Bid No. _____

We M/s. _____ (name of manufacture) hereby authorize to M/s. _____ (name and address of dealer/distributor) for participating in subject bid on GeM. We hereby confirm that the item supplied by the said dealer/distributor will be authentic material manufactured by us and will meet the quality as per tender specifications. We hereby also confirm that we will extend our full support for the timely delivery of the material by the said dealer/distributor and above and warranty for the same.

Signature and stamp of authorized signatory of OEM _____

Name: _____

Email ID: _____

Mobile/Phone No.: _____

Designation (if available)

Annexure-D

Price Fall Clause Certificate

(To be submitted on the bidder's company letter head)

I/We undertake that we have not offered to supply / supplied / are not supplying same or similar products / systems or sub systems/services at a price lower than that offered against the *Tender No.....dtd.....* in respect of any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product/systems or sub systems/services was supplied by the bidder to any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

Date:

Signature of the authorized/
signatory of the firm/company
organization/official stamp/seal

E Comp. No.:9243 File no. : AM-P/12(17)/2/2024-SC(AM-M)

Subject:Purchase of Desktops

Dated: 05.12.2025

[PROPRIETARY ARTICLE-BUYING TENDER]

SUPREME COURT OF INDIA

E Comp. No.:9243 File no. : AM-P/12(17)/2/2024-SC(AM-M)

Subject: Purchase of Desktops

Dated : 05.12.2025

GeM BID NOTICE

NOTICE INVITING TENDERS

**FOR SUPPLY AND INSTALLATION OF HP PRO ONE 440 G9 24 AiO DESKTOP
COMPUTERS TO THE REGISTRY INCLUSIVE OF TWO RESIDENT
ENGINEERS**

Proprietary Article Certificate

- (i) the indented goods and services are manufactured by **M/s HP(OEM)**
- (ii) No other make or model is acceptable for the following reasons: **Particular demand of the user branch**
- (iii) Approval of the competent authority vide: **S/N dtd. 04.11.2025**

Sd/-

(Additional Registrar)

(Admn. Materials Branch)