

**High Court of Judicature at Allahabad**  
(Tender Reference No. : AHC/e-Courts/Desktop/01/2016)

**HIGH COURT OF JUDICATURE AT ALLAHABAD,  
ALLAHABAD (U.P.) - 211001**



**NOTICE INVITING ONLINE TENDERS FOR AWARD OF  
CONTRACT FOR  
SUPPLY, TESTING, INSTALLATION AND ONSITE  
COMPREHENSIVE WARRANTY SUPPORT OF DESKTOP  
COMPUTERS AT THE DISTRICT COURTS SUBORDINATE TO  
THE HIGH COURT OF JUDICATURE AT ALLAHABAD, UNDER E-  
COURTS PROJECT.**

# High Court of Judicature at Allahabad

(Tender Reference No. : AHC/e-Courts/Desktop/01/2016)

High Court of Judicature at Allahabad invites **ONLINE** Bids only, in two Bid system, from eligible and reputed Original Equipment Manufacturers (OEM's) of Desktop Computers and/or their authorized channel partners and/or dealers/ agents/ suppliers of Desktop Computers for award of contract for **supply, testing, installation and onsite comprehensive warranty support of Desktop Computers at District Courts subordinate to the High Court of Judicature at Allahabad, under e-Courts Project.**

The tender document has been published on the e-Procurement/ e-Tendering System of the Government of Uttar Pradesh at <https://etender.up.nic.in> and the official website of the Allahabad High Court at <http://www.allahabadhighcourt.in>. The interested and eligible Bidders may submit soft copies of their Bids electronically through e-Tendering System of the Government of Uttar Pradesh at <https://etender.up.nic.in> , using a valid Digital Signature Certificates. The detailed information for submitting online Bids through e-Tendering System may be obtained from the e-Procurement/ e-Tendering System of the Government of Uttar Pradesh at <https://etender.up.nic.in> .

Bids are required to be submitted with a tender fee (non-refundable) of Rs. 5,000/- (Rupees Five Thousand) only by Demand Draft/ Banker's Cheque and an Earnest Money Deposit (EMD) of **Rs. 1 Crore** (Rupees One Crore) only, towards Bid security, by Demand Draft/ Banker's Cheque or a Bank Guarantee, issued by a Scheduled Bank in the prescribed format, in favour of "**Registrar General, High Court, Allahabad**" payable at Allahabad.

The High Court, in its discretion, reserves the right to reject all or any of the Bids without assigning any reason.

## **Important Instructions**

| <b>S. N.</b> | <b>Description</b>                                      |   |
|--------------|---|---|
| 1            | Tender fee (non-refundable)                             | Rs. 5,000/- (Rupees Five Thousand) only by Demand Draft/ Banker's Cheque issued by a Scheduled Bank.  |
| 2            | Earnest Money (to be submitted with the Bid)            | Rs. 1 Crore (Rupees One Crore) only by Demand Draft/ Banker's Cheque or a Bank Guarantee issued by a Scheduled Bank in the prescribed format. |
| 3            | Period of completion of work                            | 12 Weeks from the date of issuance of the Purchase Order.   |
| 4            | Date of pre-Bid meeting                                 | 1 March 2016 at 4.30 p.m.   |
| 5            | Last date and time for submission of Bids <b>ONLINE</b> | 30 March 2016 by 2.00 p.m.  |
| 6            | Date and time for opening of Technical Bid(s)           | 30 March 2016 at 4.30 p.m.  |
| 7            | Date and time for opening of Financial Bid(s)           | 8 April 2016 at 4.30 p.m.   |

Sd/-

**Registrar General**

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## **1. DEFINITIONS:-**

- i. "High Court of Judicature at Allahabad" hereinafter referred to as "High Court" in the tender document;
- ii. "District Court subordinate to the High Court of Judicature at Allahabad" hereinafter referred to as "Subordinate Courts" in the tender document;
- iii. "The Tenderer or Bidder" means an individual or the firm who participates in this tender;
- iv. "BUYER" means the High Court;
- v. "SELLER" means the successful Bidder;
- vi. "Items" means Desktop Computers and its accessories;
- vii. "The Goods/ Services" means all the hardware, softwares, licenses, and services under the bid;
- viii. "Bill of Quantity" hereinafter referred to as "BOQ" in the tender document;
- ix. "Letter of Intent (LOI) / Letter of Acceptance (LOA)" means the written communication to the successful bidder of the intention of the BUYER of the goods/ services as per the Purchase Order read with the bid document;
- x. "Purchase Order / Award of Contract (AOC)" means the written order signed by the BUYER for the purchase of goods/services after LOI/ LOA has been accepted by the successful bidder. It shall include all the attachment and appendices thereto and all the documents incorporated by the reference therein;
- xi. "Site of delivery/ installation" means Subordinate Courts;
- xii. "Annual Maintenance Contract" hereinafter referred to as "AMC" in the tender document.

## **2 - INSTRUCTIONS FOR BIDDER'S FOR SUBMISSION OF BIDS ONLINE:-**

- (1) Bidders are required to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers (02) in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (2) Bidders, in advance, should get ready the bid documents to be submitted ONLINE as indicated in the Tender document/ schedule and generally they can be in PDF/ XLS/ RAR formats. Scanned bid documents should be in readable format.
- (3) Bidder should take into account any corrigendum published on the Tender document before submitting their bids. Corrigendum, if any, will be published only on e-Procurement/ e-Tendering System of the Government of Uttar Pradesh at <https://etender.up.nic.in> and the official website of the Allahabad High Court at <http://www.allahabadhighcourt.in> . No separate communication will be made to the Bidder regarding the corrigendum, if any.
- (4) Bidder should login into the site well in advance for bid submission so that he/ she

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upload the bid in time i.e. on or before the last date and time of submission the bid. Bidder alone will be responsible for any delay due to other issues at their part. Bids submitted ONLINE after last date & time will not be accepted and are liable to be rejected.

- (5) The bidder has to digitally sign and upload the required bid document(s) one by one as indicated in the tender document.
- (6) Bidders are required to select payment option as "Offline" to pay the tender fee (non-refundable) by a Demand Draft/ Banker's Cheque, as applicable, and enter details of the instrument during ONLINE submission of their Bid.
- (7) Bidders are required to select payment option as "Offline" to pay the EMD by a Demand Draft/ Banker's Cheque/ Bank Guarantee, as applicable, and enter details of the instrument during ONLINE submission of their Bid.
- (8) A standard BOQ (Bill of Quantity) format has been provided with the Tender document which is required to be filled by all the prospective bidders ONLINE. Bidders are requested to note that they should necessarily submit their financial bids ONLINE in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and fill in their respective financial quotes and other details. No other cells of the BOQ should be changed by the Bidder. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- (9) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids, opening of bids etc. The bidders should follow this time schedule during bid submission.
- (10) Upon the successful and timely submission of bids, the e-procurement portal will give a successful bid submission message and a bid summary will be displayed with a Bid reference number/ Bid number and the date and time of submission of the bid with all other relevant details.
- (11) The Bidder's are required to print the bid summary and keep it as an acknowledgement of the submission of the bid. This may also be used as an entry pass for bid opening Meetings as well as for any future references relating to this tender.

### **3 - SCOPE OF WORK:**

- (1) Supply, testing, installation and onsite comprehensive warranty support of Desktop Computers at District Courts subordinate to the High Court of Judicature at Allahabad, under e-Courts Project.

The quantity and details of the Desktop Computers are given as under:

| S. N.    | Details of the Desktop Computers               | Qty.         |
|----------|--|--------------|
| 1        | Intel Core i-3 Desktop Computers or Equivalent | 5763         |
| 2        | Intel Core i-5 Desktop Computers or Equivalent | 1921         |
| <b>3</b> | <b>Total</b>                                   | <b>7684*</b> |

- **The total quantity of Desktop Computers may increase or decrease. Onsite comprehensive warranty support of all Desktop Computers is for a period of 5 years from the date of successful installation of all the Computers at Subordinate Courts.**

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- (2) The delivery of all Desktop Computers, to be ordered, shall be made by the Bidder **within 6-8 weeks** from the date of issue of the Purchase Order by the High Court to the Bidder. All the deliveries should be on CIF basis. If any loss or damage occurs in transit, it will be the responsibility of the Bidder, to make good the loss, within the time stipulated in the tender/ Purchase Order for installation.
- (3) All the items to be supplied should be new, of good quality and standard and as per the technical specifications mentioned in the **Section 1 - Schedule of Requirement & Section 2 (to be filled by the Bidder)** of the Technical Bid Proforma of the tender document.
- (4) The installation of all the Desktop Computers at Subordinate Courts as per **Annexure - III : List of Site (District Courts subordinate to the High Court of Judicature at Allahabad)** will have to be completed satisfactorily **within 12 weeks** from the date of issue of the Purchase Order, failing which the Purchase Order may be cancelled and EMD will be forfeited.

## **4 - GENERAL TERMS AND CONDITIONS:**

- (1) The Bidders may contact the following officers of the High Court for any enquiry relating to the tender, on any working day between 11.00 a.m. to 4.00 p.m. -

| S. N. | Name & Designation of the Officer                           | Contact Details   |
|-------|---|---|
| 1     | Sri R.N. Yadav, CPC,<br>e-Courts,<br>High Court, Allahabad. | Phone : 0532 - 2420235<br>Mobile : +91 – 8004910998, 9236616184<br>E-mail : cpc-all@aij.gov.in, rnycj@gmail.com |

- (2) The Bidder should either be a Company registered/ incorporated under the Companies Act or a Firm registered under the Indian Partnership Act, 1932 or under the Limited Liability Partnership Act.
- (3) Bidders are required to submit authorization letter to the signatory of the Bid by the competent authority of the Bidder, to participate in this Bid.
- (4) If the Bid is submitted by a firm other than the computer manufacturer, then the Bidder should furnish documents from their principals as proof of the firm being their authorized dealer and OEM's consent for signing tripartite agreement with the High Court.
- (5) The Bidder is required to have adequate experience in supply and installation of Desktop Computers and must submit proof in support thereof.
- (6) The Bidder should have atleast ISO 9001:2000 or latest certification.
- (7) The Bidder must have an annual turnover of not less than **Rs. 15 Crores** (Rupees Fifteen Crores) in each of the preceding three financial years (i.e. FY 2012-13, 2013-14 and 2014-15) and the audited balance sheet of the relevant period is required to be submitted by the Bidder.
- (8) The Bidder is also required to indicate the turnover separately for each of the preceding three financial years (i.e. FY 2012-13, 2013-14 and 2014-15), if any, from supply and installation of the Desktop Computers of reputed brands. The Bidder is required to submit Work Order and completion certificate in support thereof.
- (9) The High Court, in its discretion, reserves the right to reject all or any of the Bids without assigning any reason.

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- (10) The Bids have to be submitted **ONLINE** only, in the proforma prescribed for Technical Bid and Financial Bid. Bids not submitted in the prescribed proforma or Bids which are incomplete are liable to be rejected.
- (11) Each tender is required to be accompanied with a Demand Draft/ Banker's cheque of **Rs. 5,000/-** (Rupees Five Thousand) only payable at Allahabad as a **tender document fee** (non-refundable) and a Demand Draft/ Banker's cheque of **Rs. 1 Crore** (Rupees One Crore) only, payable at Allahabad as **Earnest Money Deposit**, issued by any Scheduled Bank, drawn in favour of the **Registrar General, High Court, Allahabad**, payable at Allahabad. EMD may also be submitted in the form of a Bank Guarantee issued by any Scheduled Bank, in the prescribed format as **Annexure - I**, in favour of the **Registrar General, High Court, Allahabad**. The EMD will be refunded to the unsuccessful Bidder(s) without any interest on a request made by it.
- Bidder's are required to submit scanned copy of the Demand Draft/ Banker's Cheque/ Bank Guarantee, issued towards the tender fee/ EMD, at the time of submission of the Bid ONLINE and are required to come alongwith original Demand Draft/ Banker's Cheque/ Bank Guarantee of the same, on the date of opening of the Technical Bid and submit it to the High Court before the Technical Bid is opened, failing which their Bid(s) shall be rejected.
- (12) The successful Bidder will be required to submit their acceptance within a period of 3 days from the receipt of the Letter of Intent (LOI) / Letter of Acceptance (LOA) issued by the High Court and thereafter execute an Agreement with the High Court within the next 3 days. A security deposit in the form of a **Performance Bank Guarantee of 10% of the total Work Order value**, is required to be submitted by the Bidder within **two weeks** from the date of signing of the Agreement. PBG shall be valid for a period of **not less than 63 months**, commencing from the date of **onsite comprehensive warranty support of 5 years** of all the Desktop Computers from the date of successful installation of all the Desktop Computers, as well as **3 months** thereafter, in the prescribed proforma as **Annexure - II**.
- (13) The warranty period shall start from the date of successful installation of all the Desktop Computers at the site of delivery & installation as mentioned in **Annexure - III**, and the acceptance of it given by the High Court.
- (14) Purchase Order / Award of Contract (AOC) shall be issued only after execution of the Agreement and submission of the PBG.
- (15) The High Court may recover any amount due from the successful Bidder by invoking the PBG either in full or in part. In such an event, the successful Bidder shall replenish the PBG within 7 days, failing which the High Court may terminate the contract and recover the loss/damages from the successful Bidder.
- (16) The successful Bidder is required to comply with the requirements of all the Acts, Rules and Regulations framed by the State Government/ Central Government relating to the contract work and the High Court will not be responsible for any breach thereof.
- (17) It will be the responsibility of the successful Bidder to ensure that the work is completed in all respects as indicated in the tender document.
- (18) Time is the essence of the contract. The work is required to be completed within **12 weeks** from the date of issuance of the Work Order issued by the High Court. If the work is not performed within the stipulated period, it will be open to the High Court to either cancel the contract and/or impose penalty as contained in the **Clause 11 – Liquidated Damages** of the tender document. In such circumstances the successful Bidder will not claim any payment or damages from the High Court.

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- (19) The High Court reserves the right to cancel the contract at any time without assigning any reason and the decision of the High Court will be final and binding on the successful Bidder. In that event, the High Court shall not be liable to pay any compensation to the successful Bidder. In case of any dispute, the Courts at Allahabad alone will have the jurisdiction.
- (20) On cancellation of the contract it will be open to the High Court to award the contract to another party and the extra cost incurred by the High Court in the completion of the work, loss/damages will be recovered from the successful Bidder.
- (21) In the event of cancellation of the contract, the High Court will also be entitled to invoke the EMD and/or PBG submitted by the successful Bidder either in full or in part, including the institution of legal proceedings as are available in law.
- (22) The successful Bidder will not outsource the work or any part thereof required to be performed under the contract to a third party under any circumstances. This violation may attract cancellation of the contract and forfeiture of all the guarantees. In such a situation, the cost differential will also be recovered from the successful Bidder.
- (23) Minimum 7 years (including warranty period of 5 years) spare parts availability of Desktop Computers to be proposed should be guaranteed by the Bidder.
- (24) On completion of the warranty period of 5 years, High Court will either enter into AMC with the SELLER for post onsite comprehensive warranty support of the Desktop Computer and other items or maintain them in-house or with any other vendor. In case user department opts to maintain the computer systems in-house, the successful Bidder shall make available all necessary spares, same or equivalent spares on reasonable rates without affecting the compatibility or performance of any part(s) of the system, for a period of atleast 2 years after completion of the warranty period of 5 years. This shall be binding on the successful Bidder under the terms and conditions of the purchase order to be placed after finalization of the contract.
- (25) The AMC charges of all quoted items including all spare parts after expiry of warranty period of 5 years should not be more than 6% of the hardware value per year for the next 2 years.
- (26) If AMC contract is signed with the Bidder, then the Bidder will be responsible for maintenance of complete items (including third party items) supplied by the Bidder on the same terms and conditions.
- (27) Bid(s) will be rejected, if technical specifications offered by the Bidder in the Technical Bid differ from what is quoted in the Financial Bid.
- (28) The High Court reserves the right to increase/ decrease the specified quantities of Desktop Computers given in the tender.
- (29) Canvassing in any form in connection with the tender is strictly prohibited and will disqualify the Bidder.
- (30) The Bids of Bidders blacklisted by the Central Government/ State Government or instrumentalities thereof shall not be considered. The Bids of the Bidders/ their Partners/ Directors/ Agents against whom any criminal case is pending before any Court shall also not be considered.
- (31) Following documents are required to be submitted alongwith the Technical Bid :-
  - i. Memorandum of Association, Articles of Association and Certificate of Incorporation or partnership deed and registration certificate, as the case may



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- be, of the Bidder;
- ii. Authorization of the signatory of the Bid by the competent authority of the Bidder, to participate in this Bid;
- iii. Audited Balance sheet of the preceding three financial years (i.e. FY 2012-13, 2013-14 and 2014-15);
- iv. Atleast ISO 9001:2000 certification or latest;
- v. Scanned copy of Demand Draft/ Banker's Cheque of the Tender document fee of Rs. 5,000/-;
- vi. Scanned copy of Demand Draft/ Banker's Cheque or Bank Guarantee of EMD of Rs. 1 Crore;
- vii. Affidavit stating that the Bidder is neither blacklisted by the Central Government/ State Government or instrumentalities thereof nor any criminal case against the Bidder/ its Partners/ Directors/ Agents is pending before any Court;
- viii. Brochure of the proposed Desktop Computer;
- ix. OEM's consent to sign the Tripartite Agreement;
- x. Any other document(s)/certificate(s) required to be submitted as per the tender document.

(32) Bid(s) not conforming to any or all the above terms and conditions will be rejected.

## **5 - BIDDING AND SELECTION PROCESS:**

(1) Selection of the successful Bidder will be in two stage evaluation process :

- (a) Technical and;
- (b) Financial

(2) Technical Bids received without the tender document fee and the Earnest Money Deposit (EMD) will be summarily rejected.

(3) Technical evaluation will be performed on the basis of information provided by the Bidder in "Part - I : General Information" and "Part -II : Technical Details" contained in **TECHNICAL BID PROFORMA** of the tender document.

(4) Technical evaluation of the bids shall also be done on the following parameters: -

- (a) Technical specifications of the Desktop Computers and peripherals and the leaflets/ supporting document enclosed to confirm them;
- (b) Company's turnover in last three financial years;
- (c) Company's installation base and after Sales Service support at Allahabad, Lucknow and Districts of Uttar Pradesh;
- (d) For uniform comparative analysis, MNC & Indigenous brands can be compared separately.

(5) Financial Bids of only such Bidders who qualify the Technical Bid will be opened.

(6) The prices quoted in the financial bid should be inclusive of power cables, interface cables, packing, forwarding, freight, transit insurance and installation charges at sites. Excise duty and trade tax if applicable should be quoted separately at the appropriate columns provided for them in the financial bid.

(7) In case, excise duty and/or trade tax/sales tax are reduced or increased subsequently by the Government at the time of placement of the purchase order or delivery, then the same will be adjusted by the successful Bidder.

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- (8) Bids are required to be submitted **ONLINE** only. Failure to do so may result in the rejection of the Bid. Bids transmitted by registered post/ speed post/ courier/ by hand, telex/ telegrams, fax, email etc. will not be accepted.
- (9) The High Court also reserves the right to reject the Bid(s), amongst others, for the following reasons:
- i. If the Bids are not submitted in accordance with the prescribed conditions;
  - ii. If a conditional Bid is submitted by the Bidder;
  - iii. If the Bidder fails to deposit the tender document fee, EMD, PBG and/ or fails to execute the Agreement within the time stipulated in the LOI/ LOA or within such extended period as may be specified by the High Court;
  - iv. If the Bidders form a cartel. In such a situation, they would disqualify themselves from participation in any Bid invited by the High Court for three years.

## **6 - AMENDMENT OF TERMS AND CONDITIONS OF BID:**

- (1) The High Court reserves the right to modify the terms and conditions of the tender document before the last date & time of submission of Bids taking into consideration the discussions held during the pre-Bid meeting and such modification(s) will be published on the State Government e-Procurement portal at <https://etender.up.nic.in> and the official website of the High Court <http://www.allahabadhighcourt.in> within a week.
- (2) If the situation so demands the High Court may extend the last date and time for submission of the Bid by publication of a notice on e-procurement portal <https://etender.up.nic.in> and also on the official website of the High Court at <http://www.allahabadhighcourt.in>.

## **7 - AWARD OF CONTRACT:**

The High Court may award the contract to the Bidder whose Bid is found to be most responsive, competitive and technically sound. The decision of the High Court in this regard shall be final and binding on the Bidder(s). The High Court, however, in its discretion, reserves the right to reject all or any of the Bids without assigning any reason.

## **8 - FORFEITURE OF EARNEST MONEY DEPOSIT (EMD):**

The Earnest Money Deposit will be forfeited in the following cases, in addition to the conditions specified in the earlier clauses :

- i. If the Bidder withdraws the Bid after the last date and time of submission for any reason whatsoever;
- ii. If the Bidder whose Bid has been accepted, fails to execute the Agreement and/or submit the PBG within the time stipulated by the High Court; and
- iii. If the Bidder adopts unfair practices to influence the outcome of the Bid process.

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## **9 - PRE-DESPATCH INSPECTION AND ACCEPTANCE TEST:**

Pre-Despatch Inspection of all the ordered items shall be carried out by a team of technical experts nominated by the High Court at the factory site/ warehouse/ sale point etc. of the successful Bidder, in his presence, prior to delivery of the items at respective sites, to ascertain that the items to be delivered are as per ordered technical specifications as per the **Section 1 - Schedule of Requirement & Section 2 (to be filled by the Bidder)** of the **Technical Bid Proforma** of the tender document and of the acceptable quality. A set of all the diagnostic tools and techniques to test Desktop Computers shall be provided by the Bidder to the team of technical experts of the High Court alongwith the physical inspection and testing schedule prior to inviting High Court for inspection and testing of the items at the Bidder's factory site/ warehouse/ sale point etc. The items must be as per ordered technical specifications or higher technical specifications only. No incomplete systems will be accepted under any circumstances. The systems should also contain same subsystems (brand/make) as quoted in the tender. It shall be the exclusive responsibility of the Bidder to provide appropriate device drivers alongwith the Desktop Computers. Failure to fulfill any of above mentioned conditions will lead to the rejection of the items during the inspection of the items. The items which will be inspected and approved during Pre-Despatch Inspection by the team of technical experts shall be packed by the Bidder and the representatives of High Court will put a unique number, seal and signature on each of the packet. The Bidder will deliver the sealed packets to the respective sites after completion of the Pre - Despatch Inspection and approval given by the High Court.

**The Bidder will make all the arrangements for lodging, fooding & local transportation etc. of the team of technical experts nominated by the High Court during Pre-Despatch Inspection of the Desktop Computers at the Bidder's cost.**

If at any stage during Pre-Despatch Inspection, it is found that computers, software/ drivers and other related items are not ready or not of acceptable quality, High Court reserves the right to cancel the Purchase Order and forfeit the Earnest Money Deposit.

Acceptance test of Desktop Computers will be carried out by a team of technical experts at Subordinate Courts, after installation of Desktop Computers, to ensure that only the systems/ Desktop Computers approved during Pre-Despatch Inspection are delivered, installed and are working satisfactorily.

## **10 - TITLE, RISK AND INSURANCE:**

1. Title of ownership of the items shall pass onto the High Court from the date and time of physical delivery of the items at site of delivery/ installation. All risks of losses and/ or damages shall be borne by the successful Bidder till the title passes to the High Court.
2. The successful Bidder shall be responsible for installation of all the items at the Site of delivery. All the risks of losses and/or damages shall be borne by the successful Bidder during supply and installation and of all the items.
3. If upon installation of items they are found to be defective, then the successful Bidder shall replace the same by new ones and to be installed and made them functional within 2 weeks. Any expenditure incurred by the successful Bidder in replacement of the defective items shall be borne by the successful Bidder.

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## **11 - LIQUIDATED DAMAGES:**

- (1) If delivery/ installation of the items is not made within the stipulated period of time, the damages will be payable for non-adherence to the committed delivery/ installation schedules by the Bidder to the High Court as follows: -
  - (a) 0.5% of the total value of delayed items per week of delay in delivery of items subject to maximum of 5.0% of total order value.
  - (b) 0.5% of the total value of delayed items per week of delay attributable to bidder in installation of all the items subject to a maximum of 5.0% of total order value.
- (2) The High Court reserves the right to cancel the total/ part purchase order, if the delivery/ installation gets delayed by more than 4 weeks from the stipulated period of 12 weeks of completion of the work. Penalty as mentioned above shall however be applicable even if the order is cancelled in part or full. The High Court shall have no responsibility what-so-ever for any damages sustained by the bidder due to cancellation of the purchase order. In such case, the earnest money deposited by the bidder shall be forfeited in full and the balance payment, if any, due to the Bidder for the items supplied against the purchase order shall be forfeited.
- (3) The High Court reserves the right to reject any items supplied against the purchase order, if found not working satisfactorily at the time of installation at site(s). The rejected items, if any, shall have to be taken back and replaced by good quality items forthwith at the cost of the SELLER. No payment will be made for the rejected item(s).

## **12 - UPTIME OF DESKTOP COMPUTERS:**

"Uptime" of Desktop Computers shall mean error free time for each of the equipments i.e. Desktop Computers for 24 hours a day considering 365 days a year when the power and satisfactory environmental conditions (Temperature: minimum 0 degree Celsius maximum 45 degree Celsius, Relative humidity: minimum 5% maximum 95% non condensing) are made available to the items. Any unutilized time, during the period, will also qualify as uptime provided there is no malfunctioning in the Desktop Computers installed by the successful Bidder. The period of a Desktop Computers breakdown and the time within which the complaint is reported to the successful Bidder's local service engineer or the successful Bidder's Service Centre, either through email/ fax/ letter/ messenger/ telephone or complaint register, will be treated as uptime. In case the complaint is logged after working hours then the problem should be rectified on next working day, failing which the Desktop Computers shall be treated as down. Uptime percentage of item will be computed as follows: -

$$\frac{\text{Uptime in hours in a year}}{\text{Total working hours in a year}} \times 100$$

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## **13 - DAMAGES:**

- (1) Computation of damage shall be based on working hours. The time when items are not used due to any reason except the fault in items shall be treated as uptime. If any of the accessories attached with any equipment is down, the complete equipment shall be treated as down.
- (2) The successful Bidder shall be duty bound to give 100% uptime on all the items. However, the High Court considering several unavoidable circumstances will overlook 5% downtime on Desktop Computers. But in case 95% uptime for Desktop Computers installed is not maintained in any year by the successful Bidder, then damages for not maintaining the required uptime shall have to be paid by the successful Bidder.
- (3) If uptime is equal to or more than 95% in a year for Desktop Computers, then no damages shall be charged for downtime in that year. If the downtime exceeds 5% for Desktop Computers of the total time available in a year, then total downtime for Desktop Computers (i.e. the time by which the uptime was less than 100%) in any year considering 8 hours per working day will be considered for calculating the damages. If average down time in days of the Desktop Computers exceeds 15 days in a year, then the damages @ Rs.200/- per day per Desktop Computer shall be charged from the successful Bidder. In case of local Service Center, the complaints must be attended on the next business day of the receipt of communication. If the complaint is not attended within the next business day, then the damages @ Rs.200/- per day per Desktop Computer shall be charged from the successful Bidder and warranty shall be extended by equal number of days.
- (4) if average downtime days of Desktop Computers in a year is less than or equal to 15 days, the period covered by the warranty shall be extended for an equal number of working days for all the Desktop Computers accordingly.
- (5) If average downtime days of Desktop Computers in a year is less than or equal to 15 days, the period covered by the AMC shall be extended for an equal number of working days for the Desktop Computers accordingly without paying any amount to the successful Bidder for above said extended days.
- (6) The amount of damages so calculated as per clause 3 above shall be payable by the successful Bidder on completion of every year of installation of the Desktop Computers during the onsite comprehensive warranty support of 5 years. In case the computation of damages is delayed at the High Court's end for any reasons, or the agreement is terminated, then the damages shall have to be paid by the successful Bidder within one month from the date of receipt of bills from the High Court for the same. If any amount is payable to the successful Bidder under this contract or the successful Bidder refuses to pay the damages, then the same may

# High Court of Judicature at Allahabad

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be recovered by invoking the bank guarantee submitted by the successful Bidder in favour of the High Court and the proceeds thereof shall be forfeited by the High Court. In case, there is no bank guarantee or the damages is more than the amount of bank guarantee, the damages or the rest of the damages, as the case may be, shall be recovered from the successful Bidder as an arrears of land revenue.

## **14 - OPERATIONAL SERVICES:**

- (1) The successful Bidder shall maintain a Service Centre with telephone facility and sufficient spare parts, to register the complaint and provide all maintenance support services on site of installation. Service Engineer will be required to make regular visits to the Site of Installation to ensure the smooth functioning of the Desktop Computers and record his presence in the register kept at site of installation.
- (2) Service Engineer of the successful Bidder and nearest Service Centre(s) of the successful Bidder will be responsible for providing maintenance services of all the items on behalf of the successful Bidder.
- (3) The successful Bidder shall be solely responsible for the safety, protection and security of its service engineer visiting the Site of Installation. Accordingly, the successful Bidder shall comply faithfully with all pertinent laws, regulations and ordinances and shall, at his own expense, take all requisite protective measures to eliminate the occurrences of accidents, loss or damage of any kind to its personnel during the performance of his/ her duties under this tender. The successful Bidder will pay all indemnities arising from accidents or loss of life due to the successful Bidder's negligence and will not hold the High Court/ Subordinate Courts responsible or obligated. The successful Bidder will treat as confidential all data and information about the High Court/ Subordinate Courts, obtained in the execution of his responsibilities, will not reveal such information to any other party without the prior written approval of the High Court.
- (4) Service Engineer will fill a logbook with date and signature, at the Site of Installation in the prescribed format as given in **Annexure-IV**. It will be duly counter signed by authorized person of the Subordinate Court where Desktop Computers are installed. These records in the logbook shall be used for calculation of monthly uptime/ downtime of individual items.
- (5) Subordinate Courts shall arrange for full access to the items supplied and installed by the successful Bidder to enable the Service Engineer of the successful Bidder, to provide maintenance services, on his producing a valid ID card.

## **15 - MAINTENANCE:**

- (1) The successful Bidder shall provide free maintenance services of the items supplied

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and installed by the successful Bidder from the date of acceptance, during the onsite comprehensive warranty support of **5 years** on all working days on Site of Installation.

- (2) If High Court opts for AMC with the successful Bidder, then the successful Bidder shall be responsible for maintenance of complete items supplied by the successful Bidder. The successful Bidder shall also guarantee minimum 95% uptime for Desktop Computers during maintenance period. If the uptime is below 95% for Desktop Computers, then the successful Bidder shall have to pay the damages as per the **Clause 13 - Damages** of the tender document.
- (3) The AMC charges of all Desktop Computers including all spare parts, after expiry of warranty period of 5 years, should not be more than 6% of the hardware value per year for the next 2 years
- (4) The successful Bidder shall provide corrective maintenance service on urgent basis to complaints on holidays and beyond office hours, if necessary. The successful Bidder is required to provide name, address and telephone number of the person/ service engineer to be contacted for registering the complaint on Sundays, Second Saturdays, holidays and after working hours of the Site of Installation.
- (5) Whether a defective item or component is to be repaired or replaced shall be at the discretion of the the successful Bidder to the satisfaction of the High Court.

## **16 - LIMITATIONS OF LIABILITIES:**

- (1) Except the conditions of warranties expressed in the tender if anything comes out neither written nor expressed or not implied therein, but it is outcome of this tender, the High Court and the successful Bidder or their authorized representative will sit together and decide the matter amicably and reasonably and the decision so taken shall be signed by both the parties and that be treated as part of this tender and will be called supplementary of this tender and will be binding on both the parties. If no agreement is reached, the matter shall be referred to the Arbitrator.
- (2) The High Court shall not be liable for any repair or replacement necessitated by fault of the successful Bidder or its representative.

## **17 - TERMS OF PAYMENT:**

The payment for the items supplied by the successful Bidder shall be made by the High Court as follows:-

- (1) Payment shall be released on receipt of the original bills in triplicate complete in all respect and original delivery challans of all the items. No payment shall be released for part delivery of the hardware, software and other related accessories against the purchase order, except if action is taken vide clause 11.2. TDS will be deducted as per the prevailing rate. Part payment will not be done.

# High Court of Judicature at Allahabad

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- (2) Payment shall be released only after complete delivery and satisfactory working of all Desktop Computers and other accessories as per specifications mentioned in the Technical Bid Proforma.
- (3) **80% amount of the total order value will be paid to the bidder within one month of physical delivery against all the ordered items at Subordinate Courts, after their physical inspection (Pre Despatch Inspection) at factory site/ warehouse/ sale point etc. of successful Bidder with submission of all the original delivery Challans/ Bills etc. in triplicate and furnishing of a PBG of 10% amount of total order value.**
- (4) **Remaining 20% amount of the total order value will be released to the successful Bidder within one month after satisfactory installation, successful acceptance test and satisfactory working of all the supplied items at site of installation.**
- (5) In case installation and successful acceptance test report of the items is not obtained within 12 weeks from the date of issuance of the Purchase Order/ AOC, High Court reserves the right to invoke the EMD/ Bank Guarantee or both.
- (6) Any increase or decrease in rate of Excise Duty at the time of delivery of the items to the Subordinate Courts then the same will be adjusted by the successful Bidder.
- (7) Any increase or decrease in rate of Trade Tax at the time of delivery of the items to the Subordinate Courts then the same will be adjusted by the successful Bidder.
- (8) The Bank guarantee furnished by the successful Bidder to High Court shall not be invoked, if the successful Bidder supplies & installs the items satisfactorily within stipulated period and provides maintenance services to the satisfaction of the High Court during onsite comprehensive warranty period of 5 years on Desktop Computers. Provided that if the uptime of the Desktop Computers is not above ninety five percent for any continuous period of **three months** during the warranty period, the High Court has the right to invoke the Bank guarantee.
- (9) The successful Bidder will pay all the applicable taxes.
- (10) Payments under the contract will be made in Indian currency only.

## **18 - FORCE MAJEURE:**

If the performance of the terms of this document or of any obligation of either party hereunder is prevented, restricted or interfered with by reasons of fire, explosion, epidemic, cyclone, earthquake, flood or war beyond the reasonable control of the parties hereto, the party so affected, upon giving prompt notice to the other party shall be excused from such performance to the extent of such prevention, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non- performance, if possible, and shall continue performance hereunder with utmost diligence whenever such causes are removed.



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## **19 - ARBITRATION:**

- (1) Any question, dispute or difference arising out of or under this tender shall be referred to the sole arbitrator to be appointed by the Chief Justice of the High Court whose award shall be final and binding on the parties.
- (2) During the arbitration period, except the Clause or Clauses under dispute and/ or ambiguous and referred to the arbitration, rest clauses of the tender shall remain enforceable among the parties.

## **20 - NOTICES:**

A notice given hereunder shall be given by either party to the other by hand delivery or courier or facsimile or email or sent by registered post to such other party at their respective address given herein. A notice sent by hand or courier shall be deemed to have been received on the day on which it was delivered and acknowledged receipt; any notice sent by facsimile or email shall be subsequently confirmed by letter posted or delivered as soon as practicable thereafter provided, however, such a notice shall be deemed effective on the date of transmission thereof by facsimile or email and a notice sent by registered post shall be deemed have been served and received on the fifth (5<sup>th</sup>) day following the date of posting. If the day on which any notice is deemed to have been delivered falls on a Sunday or a public holiday, such notice shall be deemed to have been received on the next day which is not a Sunday or a public holiday.

|                                    |  |
|------------------------------------|--|
| <b>In the case of the SELLER:-</b> | <b>In case of the BUYER: -</b><br><br>Registrar General,<br>High Court of Judicature at Allahabad, Allahabad (U.P.). |
|------------------------------------|--|

If either of the parties intends to change its present postal address, it will give a written notice of intimation by registered post to the other party at least one month before, indicating therein the date upto which the letters to be sent to the present address and from which date the letters to be sent to the newly changed address.

## **21 - LOCAL JURISDICTION OF CIVIL COURTS:**

The parties agree that only the Civil Court at Allahabad shall have jurisdiction if there is any occasion to invoke jurisdiction in respect of any matter under or arising out of this tender.

# High Court of Judicature at Allahabad

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## 22 - BID VALIDITY PERIOD:

The Bid shall remain valid for a **period of 180 days** from the date of opening of the Technical Bid. However, in exceptional circumstances, the High Court may request the consent of the bidder for an extension of the period of bid validity. The request and the response thereto shall be made in writing. A bidder accepting the request and granting extension will not be permitted to modify his bid.

### CERTIFICATE

I/We \_\_\_\_\_ certify that I/We \_\_\_\_\_ have read and understood all the terms and conditions of the tender document and that I/We \_\_\_\_\_ do hereby unconditionally accept all the terms and conditions set out in the tender document. The information furnished in this Bid are true and correct to the best of my/our knowledge and belief.

Date:  
Place:

Authorised Signatory  
(Name & designation)  
Seal

# High Court of Judicature at Allahabad

(Tender Reference No. : AHC/e-Courts/Desktop/01/2016)

## TECHNICAL BID PROFORMA

### Part - I : General Information

For supply, testing, installation and onsite comprehensive warranty support of Desktop Computers at District Courts subordinate to the High Court of Judicature at Allahabad, under e-Courts Project.

(To be filled by the Bidder)

| <b>S. N.</b> | <b>Description</b>  | <b>Information to be furnished by the Bidder</b> |
|--------------|---|--|
| 1            | Description/name of the Bidder  |  |
| 2            | Year of establishment/ incorporation  |  |
| 3.a          | Whether proprietorship/ partnership/ limited company etc.   |  |
| 3.b          | Name(s) of the Proprietor/ Partner/ Managing Director etc.  |  |
| 4            | Postal address<br>Contact number(s)<br>Fax<br>e-mail  |  |
| 5            | Whether the Bidder has any office or branch in Uttar Pradesh. If so, give details with complete address, contact person & contact number(s).  |  |
| 6            | Number of similar nature of works undertaken in the past with names of Institutions (brief description of work to be mentioned with work order and satisfactory completion certificate of the competent authority)                  |  |
| 7            | Details of single largest order for similar nature of works completed/ executed during the preceding three financial years (i.e. FY 2012-13, 2013-14 and 2014-15)   |  |
| 8            | Turnover for the last three financial years:<br>(a) 2012-2013:<br>(b) 2013-2014:<br>(c) 2014-2015:<br><br>Year wise audited Balance Sheet is required to be attached with the relevant Work Orders.                                 |  |
| 9            | Turnover for the last three financial years from the similar nature of work:<br>(d) 2012-2013:<br>(e) 2013-2014:<br>(f) 2014-2015:<br><br>Year wise audited Balance Sheet is required to be attached with the relevant Work Orders. |  |
| 10           | Details of the existing clients is required to be enclosed with this proforma in the following format:<br>(a) Name of the Company/Organization/ Office<br>(b) Contact person with telephone number and                              |  |

# High Court of Judicature at Allahabad

(Tender Reference No. : AHC/e-Courts/Desktop/01/2016)

|    |  |  |
|----|--|--|
|    | E-mail.<br>(c) Contract Period<br>(d) Copy of Work Order/ completion certificate is required to be enclosed                                  |  |
| 11 | Whether the Bidder is executing or has performed work of a similar nature for other High Court(s)/ Civil Court(s) and if yes, give details.  |  |
| 12 | Whether the Bidder is empanelled with a Government Undertaking/ Government Organization/ Public Sector Undertaking and if yes, give details. |  |
| 13 | Whether the Bidder has ever been black listed and if yes, give details.  |  |
| 14 | Whether any criminal case is pending against the Bidders/their Partners/ Directors/Agents before any Court and if yes, give details.         |  |
| 15 | The Bidder is required to furnish the following details with proof:<br>(a) PAN number<br>(b) Central Sales Tax/ State Registration Number    |  |
| 16 | Bankers' Name and address (Bankers' solvency certificate is required to be attached)   |  |
| 17 | Income Tax returns of the preceding three financial years (i.e. FY 2012-13, 2013-14 and 2014-15) is required to be attached                  |  |
| 18 | Any other information which the Bidder considers appropriate is required to be furnished for the purpose of this Bid.                        |  |

Date:  
Place:

Authorised Signatory  
(Name & designation)  
Seal

# High Court of Judicature at Allahabad

(Tender Reference No. : AHC/e-Courts/Desktop/01/2016)

## TECHNICAL BID PROFORMA

### Part - II : Technical Details

For supply, testing, installation and onsite comprehensive warranty support of Desktop Computers at District Courts subordinate to the High Court of Judicature at Allahabad, under e-Courts Project.

#### Section 1 - Schedule of Requirement:

| Computer System Type                | Intel i3 Regular Desktop or Equivalent  | Intel i5 Regular Desktop or Equivalent                                 |
|-------------------------------------|---|--|
| <b>Category</b>                     | Business (for work) segment (not Home segment)  |  |
| <b>Form Factor</b>                  | Small Form Factor with Volume less than 13 Litres   |  |
| <b>Make, Model/Part No.</b>         | ( to be filled by the bidder)   |  |
| <b>PROCESSOR &amp; MOTHERBOARD</b>  |   |  |
| <b>Processor Family</b>             | Intel Core i3 Processor with latest Generation or equivalent  | Intel Core i5 Processor with latest Generation or equivalent           |
| <b>Processor Series</b>             | T or S Series Processor   |  |
| <b>Base Frequency</b>               | 2.6 Ghz or Higher   | 3.3 Ghz or Higher  |
| <b>Processor Cache</b>              | As per processor  |  |
| <b>Motherboard &amp; Chipset</b>    | Intel Original Mother Board or equivalent M/B based on associated Chipset with Minimum two free PCI/PCI-x/PCI-Express slots   |  |
| <b>TDP (Thermal Design Power)</b>   | Not More than 55W   | Not More than 65W  |
| <b>MEMORY &amp; DISK STORAGE</b>    |   |  |
| <b>System Memory (RAM)</b>          | 4 GB 1600 Mhz DDR-III Memory or Higher  | 8 GB 1600 Mhz DDR-III Memory or higher                                 |
| <b>Expandable Memory</b>            | Upto 8 GB, at least 2 Slots   | Upto 16 GB, at least 2 Slots   |
| <b>Hard Disk</b>                    | Integrated Dual Port SATA III controller, HDD 500 GB, 7200 RPM or more  | Integrated Dual Port SATA III controller, HDD 500 GB, 7200 RPM or more |
| <b>PLATFORM/ ARCHITECTURE</b>       |   |  |
| <b>Preloaded Operating System</b>   | Customised Ubuntu 14.04 or Higher<br>(Copy of the customized OS shall be provided by the High Court. The Bidder shall insure installation of the OS in all Desktop Computers before Pre-despatch inspection. The SELLER shall also insure installation of all the required drivers & plugins compatible with Ubuntu 14.04). |  |
| <b>Operating System Certificate</b> | Ubuntu-Linux 14.04 LTS  |  |
| <b>System Architecture</b>          | 64-Bit  |  |
| <b>DISPLAY &amp; GRAPHICS</b>       |   |  |
| <b>Screen Size &amp; Resolution</b> | 18.5 inch TFT LED Monitor (HD Resolution) or higher with TCO6 certification   |  |
| <b>Screen Type</b>                  | HD Wide Screen Backlit LED Anti-Glare Display   |  |

# High Court of Judicature at Allahabad

(Tender Reference No. : AHC/e-Courts/Desktop/01/2016)

|   |  |
|---|--|
| <b>Graphic Processor</b>  | Intel HD or equivalent Integrated HD Graphics & Sound Controller   |
| <b>Monitor Mounting Support</b>   | Vesa Screws Cover for Wall Mount   |
| <b>INPUT</b>  |  |
| <b>Pointer Device &amp; Keyboard</b>                                      | OEM USB Optical scrolling Mouse, OEM USB Standard 104 Keys Keyboard  |
| <b>AUDIO</b>  |  |
| <b>Speakers</b>   | Stereo Sound Speakers (Built-in with CPU Cabinet or Monitor)   |
| <b>COMMUNICATION</b>  |  |
| <b>Ethernet</b>   | Integrated Gigabit Ethernet Controller with IPv6 Complaint   |
| <b>Wireless</b>   | IEEE 802.11 b/g/n  |
| <b>PORTS / SLOTS</b>  |  |
| <b>USB Port</b>   | 4 x USB 2.0, 2 x USB 3.0   |
| <b>Other Ports</b>  | Mic In, Speaker Out, RJ45, VGA/Display Port Out/HDMI   |
| <b>POWER SUPPLY &amp; ENERGY EFFICIENCY (GREEN COMPLIANCE)</b>            |  |
| <b>Power Supply / Adaptor</b>   | Optimum Wattage SMPS to support full use of system with all USB ports utilized                             |
| <b>Energy Certification</b>   | Energy Star (EPA) ver 5.0 or later / BEE India Star ver 1 or later   |
| <b>Power Management</b>   | ACPI Complaint   |
| <b>SECURITY FEATURES</b>  |  |
| <b>USB Ports Security</b>   | USB Port Disable (through BIOS)  |
| <b>OTHER SPECIFICATIONS</b>   |  |
| <b>Hardware Drivers</b>   | Bidder's to provide drivers for Ubuntu-Linux 14.04 LTS   |
| <b>OEM Product</b>  | Original Equipment Manufacturer (OEM) Manufacturer or its authorised distributor/dealers with OEM          |
| <b>WARRANTY &amp; SERVICE SUPPORT</b>                                     |  |
| <b>Warranty</b>   | 5 Years on site Comprehensive Warranty support with Level1 Support from bidder and Level2 support from OEM |
| <b>Service Centre</b>   | Must have Company Authorised Service Centre in Capital City / High Court Place                             |
| NOTE: ALL THE ABOVE SPECIFICATIONS SHOULD BE READ AS EQUIVALENT OR HIGHER |  |

Date:  
Place:

Authorised Signatory  
(Name & designation)  
Seal

# High Court of Judicature at Allahabad

(Tender Reference No. : AHC/e-Courts/Desktop/01/2016)

## Section 2 - Technical Bid Proforma:

For supply, testing, installation and onsite comprehensive warranty support of Desktop Computers at District Courts subordinate to the High Court of Judicature at Allahabad, under e-Courts Project.

(To be filled by the Bidder)

| Parameters                           | Specification |
|--------------------------------------|---------------|
| <b>(A) COMPUTER SYSTEM TYPE</b>      |               |
| Category                             |               |
| Form Factor                          |               |
| Make, Model/ Part No.                |               |
| <b>(B) PROCESSOR</b>                 |               |
| Processor Family                     |               |
| Processor Series                     |               |
| Base Frequency                       |               |
| Processor Cache                      |               |
| <b>(C) MOTHERBOARD &amp; CHIPSET</b> |               |
| Motherboard & Chipset                |               |
| TDP (Thermal Design Power)           |               |
| <b>(D) MEMORY</b>                    |               |
| System Memory (RAM)                  |               |
| Expandable Memory                    |               |
| <b>(E) DISK STORAGE</b>              |               |
| Hard Disk                            |               |
| <b>(F) PLATFORM</b>                  |               |
| Preloaded Operating System           |               |
| Operating System Certificate         |               |
| <b>(G) ARCHITECTURE</b>              |               |
| System Architecture                  |               |
| <b>(H) DISPLAY</b>                   |               |
| Screen Size & Resolution             |               |
| Screen Type                          |               |
| Monitor Mounting Support             |               |
| <b>(I) GRAPHICS</b>                  |               |
| Graphic Processor                    |               |
| <b>(J) INPUT</b>                     |               |
| Pointer Device & Keyboard            |               |
| <b>(K) AUDIO</b>                     |               |
| Speakers                             |               |
| <b>(L) COMMUNICATION</b>             |               |
| Ethernet                             |               |

# High Court of Judicature at Allahabad

(Tender Reference No. : AHC/e-Courts/Desktop/01/2016)

|  |  |
|--|--|
| Wireless   |  |
| <b>(M) PORTS / SLOTS</b>   |  |
| USB Port   |  |
| Other Ports  |  |
| <b>(N) POWER SUPPLY &amp; ENERGY EFFICIENCY<br/>(GREEN COMPLIANCE)</b> |  |
| Power Supply / Adaptor   |  |
| Energy Certification   |  |
| Power Management   |  |
| <b>(O) SECURITY FEATURES</b>   |  |
| USB Ports Security   |  |
| <b>(P) OTHER SPECIFICATIONS</b>  |  |
| Hardware Drivers   |  |
| OEM Product  |  |
| <b>(Q) WARRANTY &amp; SERVICE SUPPORT</b>                              |  |
| Warranty   |  |
| Details of Service Centre in Uttar Pradesh                             |  |
| <b>(R) Others, If any</b>  |  |

(Note : Bidders are required to attach separate brochures of Desktop Computers with the Technical Bid).

Date:  
Place:

Authorised Signatory  
(Name & designation)  
Seal



**High Court of Judicature at Allahabad**  
(Tender Reference No. : AHC/e-Courts/Desktop/01/2016)

**FINANCIAL BID PROFORMA**  
(To be filled by the Bidder)

For supply, testing, installation and onsite comprehensive warranty support of Desktop Computers at District Courts subordinate to the High Court of Judicature at Allahabad, under e-Courts Project.

**General Information:**

|    |   |   |
|----|---|---|
| 1. | Name of Company   |   |
| 2. | Full Address of company alongwith<br><br>Telephone No.:<br><br>Fax. No.:<br><br>E-mail Address:     |   |
| 3. | Excise duty included in the quoted price  | ___ . ___ % of basic price                                    |
| 4. | Any other charges included in the quoted price<br>1. Trade tax/Sales Tax<br><br>2. Any other Levies | ___ . ___ % of (basic price + excise duty)<br><br>___ . ___ % |
| 5. | Discount if any   | ___ . ___ %   |
| 6. | AMC Charges<br><br>(Should not be more than 6% of the Hardware value)                               | ___ . ___ %   |

Date:  
Place:

Authorised Signatory  
(Name & designation)  
Seal

**High Court of Judicature at Allahabad**  
(Tender Reference No. : AHC/e-Courts/Desktop/01/2016)

**Rates quoted for Intel core i-3 or Equivalent and Intel core i-5 or Equivalent Desktop Computers:**

| SI No.                      | Item Description                               | Quantity | Basic Rate in Figures Rs. P | Excise Duty | VAT | Any Other Taxes/ Duties/ Levies | Other Taxes 2 | Total Amount without Taxes | Total Amount with Taxes | Total Amount in Words |
|-----------------------------|--|----------|-----------------------------|-------------|-----|---------------------------------|---------------|----------------------------|-------------------------|-----------------------|
| (1)                         | (2)  | (3)      | (4)                         | (5)         | (6) | (7)                             | (8)           | (9)                        | (10)                    |                       |
| 1                           | Intel core i-3 Desktop Computers               | 5763     |                             |             |     |                                 |               |                            |                         |                       |
| 2                           | Intel core i-5 Desktop Computers               | 1921     |                             |             |     |                                 |               |                            |                         |                       |
| 3                           | Equivalent of Intel core i-3 Desktop Computers | 5763     |                             |             |     |                                 |               |                            |                         |                       |
| 4                           | Equivalent of Intel core i-5 Desktop Computers | 1921     |                             |             |     |                                 |               |                            |                         |                       |
| <b>Total in Figures</b>     |  |          |                             |             |     |                                 |               |                            |                         |                       |
| <b>Quoted Rate in Words</b> |  |          |                             |             |     |                                 |               |                            |                         |                       |

\* Total quantity of Desktop Computers may increase or decrease.

## Annexure - I

### **EMD BANK GUARANTEE PROFORMA**

(To be executed on Non-Judicial Stamp Paper of Rs. 100/- or such higher value as per Indian Stamp Act, 1899 as applicable in the State of Uttar Pradesh. Stamp Paper shall be in the name of the Bank issuing the guarantee.)

Bank GUARANTEE NO. :

DATED :

1. In consideration of the High Court of Judicature at Allahabad (hereinafter called the "High Court") having agreed to accept the Earnest Money Deposit (EMD) of **Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ ) only** in the form of a Bank Guarantee from ..... (Name of the Bidder) having its registered office at ..... (hereinafter called the "Bidder") against the Bid of the Bidder for the due fulfillment of the terms and conditions of the tender document published for award of contract for supply, testing, installation and onsite comprehensive warranty support of Desktop Computers at District Courts subordinate to the High Court of Judicature at Allahabad, under e-Courts Project.

We ..... (Name and address of the Bank) (hereinafter called the "Bank") at the request of ..... (Name of the Bidder) do hereby undertake to pay to the High Court acting through the Registrar General, High Court of Judicature at Allahabad (hereinafter called the "Registrar General") an amount not exceeding Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered by the High Court by reason of any breach by the Bidder of any of the terms and conditions contained in the tender document from the date of opening of the Bid.

2. We ..... (Name of the Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, on a demand made by the High Court that the amount claimed is due to it on account of loss or damage caused to or suffered by the High Court by reason of breach of the terms and conditions of the tender document by the Bidder.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, the liability of the Bank under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only.

3. The Bank undertakes to pay to the High Court any amount of money so demanded notwithstanding any dispute(s) raised by the Bidder in any suit or proceedings before any court or tribunal in respect thereto. The liability of the Bank under this guarantee is absolute and unequivocal.

The payment so made by the Bank under this guarantee shall be a valid discharge of its liability for payment hereunder and the Bidder shall have no claim against the Bank for making such payment.

4. We ..... (Name of the Bank) further agree that the guarantee herein contained shall remain in force and valid upto a period of one month after the finalization of the contract.

5. We ..... (Name of the Bank) undertake not to revoke this guarantee during its validity period without the previous consent of the High Court in writing.

6. This guarantee shall remain valid and in full effect from .....

Date:

**Banker's Signature & Seal**

Place:

## Annexure – II

### **PERFORMANCE BANK GUARANTEE PROFORMA**

(To be executed on Non-Judicial Stamp Paper of Rs. 100/- or such higher value as per the Stamp Act of the State in which the Guarantee is issued. Stamp Paper shall be in the name of the Bank issuing the guarantee.)

Bank GUARANTEE NO. :

DATED :

Dear Sirs,

1. THIS DEED OF GUARANTEE made on this ..... day of ..... 2016 between the High Court of Judicature at Allahabad (hereinafter called the "High Court" which expression shall unless excluded by or repugnant to the context includes its successors and assignees) of the first part and the ..... (hereinafter called the "Bank" which expression shall unless excluded by or repugnant to the context include its successors and assignees) of the second part.

2. Whereas a contract dated ..... has been executed between the High Court and M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as "Bidder") for award of contract for supply, testing, installation and onsite comprehensive warranty support of Desktop Computers at District Courts subordinate to the High Court of Judicature at Allahabad, under e-Courts Project., as per the schedule mentioned in Annexure \_\_\_ of the contract and for providing service support as per the terms and conditions of the contract.

AND WHEREAS as per clause \_\_\_ of the contract, the Bidder has to furnish a Performance Bank Guarantee of 10% of the total Work Order Value i.e. Rs. .... (Rupees..... only) valid for not less than 63 months, commencing from the date of warranty period of 5 years of all the Desktop Computers as well as 3 months thereafter as and by way of security for the satisfactory completion of supply, testing, installation and onsite comprehensive warranty support of Desktop Computers at District Courts subordinate to the High Court of Judicature at Allahabad, under e-Courts Project and for providing service support as per the terms and conditions of the contract.

AND WHEREAS on the request of the second party, the Bank executes these presents.

3.0. THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN PARTIES HERETO AS FOLLOWS:

3.1. The Bank hereby guarantees to the High Court that the ..... (name of the Bidder) is capable of executing the contract to the satisfaction of the High Court. In the event of non satisfactory performance of the contract, the Bank shall indemnify and keep the High Court indemnified to the extent of 10% of the total Work Order Value i.e. Rs. .... (Rupees ..... only) valid for a period of not less than 63 months, commencing from the date of warranty period of 5 years of all the

Desktop Computers as well as 3 months thereafter against any loss or damage that may be caused to or suffered by the High Court on account of such non satisfactory performance of the contract and the decision of the High Court in this regard will be final and conclusive.

3.2. In consideration of the aforesaid clause 3.1 and at the request of the second party, we the Bank hereby irrevocably and unconditionally guarantee that the second party shall perform in an orderly manner its contractual obligations in accordance with the terms and conditions set forth in the contract and in the event of the second party's failure to do so, the Bank shall unconditionally pay to the High Court, on demand, any amount up to the value mentioned in clause 3.1, without any reference to the second party and without questioning the claim.

3.3. In the event of non-satisfactory performance of the contract, the decision of the High Court in this regard shall be final and conclusive and binding on the Bank without demur. The Bank shall pay forthwith the amount demanded by the High Court not withstanding any dispute, if any, between the High Court and the second party.

3.4. The Bank further agrees that the guarantee herein shall remain in force during the period mentioned in Clause 3.1 above and also any extended period provided by the High Court beyond the aforesaid period.

3.5. This Guarantee shall not be affected by any change in the constitution, amalgamation, absorption or reconstitution of the second party or the Bank.

3.6. The Bank undertakes not to revoke this guarantee at the instance of the second party for any reason whatsoever.

3.8. The Bank further agrees that in order to give full effect to the Bank guarantee, the High Court shall be entitled to act as if the Bank were its principal debtors in respect of its claim against the second party and the Bank hereby expressly waives all its rights of surety ship and other rights, if any, which are in any way inconsistent with this Guarantee.

Notwithstanding anything herein above, liability of the Bank under this guarantee is restricted to Rs. .... (Rupees ..... only) and it will remain in force up to the period specified in Clause 3.1 unless a suit to enforce any claim under the Guarantee is decreed against the Bank before the period specified in Clause 3.1.

COUNTERSIGNED

|                |                |
|----------------|----------------|
| Signature :    | Signature :    |
| Name :         | Name :         |
| Designation :  | Designation :  |
| Organization : | Organization : |

## Annexure - III

### List of Site (District Courts subordinate to the High Court of Judicature at Allahabad)

For supply, testing, installation and onsite comprehensive warranty support of Desktop Computers at District Courts subordinate to the High Court of Judicature at Allahabad, under e-Courts Project.

| Sl. No. | District       | Court Complex Name                           | No. of Courts | No. of Desktop Computers to be supply & install |
|---------|----------------|--|---------------|---|
| 1       | AGRA           | DISTRICT & SESSION COURT, AGRA               | 55            | 220   |
| 2       | ALIGARH        | DISTRICT & SESSION COURT, ALIGARH            | 43            | 172   |
| 3       | ALIGARH        | OUTLYING COURT, ATRAULI                      | 1             | 4   |
| 4       | ALIGARH        | OUTLYING COURT, IGLAS                        | 1             | 4   |
| 5       | ALLAHABAD      | DISTRICT & SESSION COURT, ALLAHABAD          | 51            | 204   |
| 6       | AMBEDKAR NAGAR | DISTRICT & SESSION COURT, AMBEDKARNAGAR      | 16            | 64  |
| 7       | AURAIYA        | DISTRICT & SESSIONS COURT, AURAIYA           | 4             | 16  |
| 8       | AZAMGARH       | DISTRICT & SESSION COURT, AZAMGARH           | 40            | 160   |
| 9       | BAGHPAT        | DISTRICT & SESSIONS COURT, BAGHPAT           | 12            | 48  |
| 10      | BAHRAICH       | DISTRICT & SESSION COURT, BAHRAICH           | 26            | 104   |
| 11      | BALLIA         | DISTRICT AND SESSIONS COURT, BALLIA          | 19            | 76  |
| 12      | BALRAMPUR      | DISTRICT COURT BALRAMPUR                     | 10            | 40  |
| 13      | BALRAMPUR      | OUTLYING COURT, UTRAULA                      | 1             | 4   |
| 14      | BANDA          | DISTRICT COURT, BANDA                        | 22            | 88  |
| 15      | BARABANKI      | DISTRICT & SESSIONS COURT, BARABANKI         | 29            | 116   |
| 16      | BARABANKI      | OUTLYING COURT, HAIDERGARH                   | 1             | 4   |
| 17      | BAREILLY       | DISTRICT COURT BAREILLY                      | 51            | 204   |
| 18      | BAREILLY       | BAREILLY OUTLYING AONLA                      | 2             | 8   |
| 19      | BASTI          | DISTRICT & SESSIONS COURT, BASTI             | 28            | 112   |
| 20      | BHADOHI        | DISTRICT & SESSION COURT, BHADOHI AT GYANPUR | 16            | 64  |
| 21      | BIJNOR         | DISTRICT & SESSION COURT, BIJNOR             | 25            | 100   |

|    |                      |  |    |     |
|----|----------------------|--|----|-----|
| 22 | BIJNOR               | OUTLYING COURT, NAGINA                   | 4  | 16  |
| 23 | BIJNOR               | OUTLYING COURT, NAJIBABAD                | 2  | 8   |
| 24 | BUDAUN               | DISTRICT & SESSION COURT,<br>BUDAUN      | 31 | 124 |
| 25 | BUDAUN               | OUTLYING COURT, BISAULI                  | 1  | 4   |
| 26 | BUDAUN               | OUTLYING COURT, SAHASWAN                 | 2  | 8   |
| 27 | BULANDSHAHAR         | HEADQUARTER, BULANDSHAHR                 | 29 | 116 |
| 28 | BULANDSHAHAR         | KHURJA                                   | 4  | 16  |
| 29 | CHITRAKOOT           | DISTRICT & SESSION COURT,<br>CHITRAKOOT  | 13 | 52  |
| 30 | CHITRAKOOT           | OUTLYING COURT, MAU                      | 1  | 4   |
| 31 | DEORIA               | DISTRICT & SESSION COURT,<br>DEORIA      | 26 | 104 |
| 32 | ETAH                 | DISTRICT AND SESSIONS COURT,<br>ETAH     | 27 | 108 |
| 33 | ETAWAH               | DISTRICT & SESSIONS COURT,<br>ETAWAH     | 29 | 116 |
| 34 | FAIZABAD             | DISTRICT AND SESSIONS COURT<br>FAIZABAD  | 40 | 160 |
| 35 | FARRUKHABAD          | DISTRICT & SESSION COURT,<br>FARRUKHABAD | 26 | 104 |
| 36 | FARRUKHABAD          | OUTLYING COURT, KAIMGANJ                 | 1  | 4   |
| 37 | FATEHPUR             | DISTRICT & SESSION COURT,<br>FATEHPUR    | 29 | 116 |
| 38 | FIROZABAD            | DISTRICT COURT FIROZABAD                 | 17 | 68  |
| 39 | GAUTAM BUDH<br>NAGAR | DISTRICT COURT, GAUTAM BUDH<br>NAGAR     | 17 | 68  |
| 40 | GHAZIABAD            | DISTRICT AND SESSIONS COURT<br>GHAZIABAD | 50 | 200 |
| 41 | GHAZIPUR             | DISTRICT COURT, GHAZIPUR                 | 32 | 128 |
| 42 | GHAZIPUR             | OUTLINE COURT, SAIDPUR                   | 2  | 8   |
| 43 | GHAZIPUR             | OUTLINE COURT, MUHAMADABAD               | 3  | 12  |
| 44 | GONDA                | DISTRICT & SESSIONS COURT<br>GONDA       | 32 | 128 |
| 45 | GORAKHPUR            | DISTRICT & SESSIONS COURT,<br>GORAKHPUR  | 43 | 172 |
| 46 | GORAKHPUR            | OUTLYING COURT, BANSGAON                 | 3  | 12  |
| 47 | HAMIRPUR             | DISTRICT & SESSION COURT,<br>HAMIRPUR    | 18 | 72  |
| 48 | HAMIRPUR             | OUTLYING COURT, MAUDAHA                  | 1  | 4   |
| 49 | HAMIRPUR             | OUTLYING COURT, RATH                     | 1  | 4   |
| 50 | HAPUR                | DISTRICT COURT HAPUR                     | 14 | 56  |
| 51 | HAPUR                | OUTLYING COURT<br>GARHMUKTESHWER         | 2  | 8   |



|    |                           |   |    |     |
|----|---------------------------|---|----|-----|
| 52 | HARDOI                    | DISTRICT & SESSION COURT,<br>HARDOI                 | 28 | 112 |
| 53 | JALAUN                    | DISTRICT & SESSION COURT,<br>JALAUN                 | 18 | 72  |
| 54 | JALAUN                    | OUTLYING COURT , KALPI                              | 1  | 4   |
| 55 | JALAUN                    | OUTLINE COURT, JALAUN                               | 1  | 4   |
| 56 | JALAUN                    | OUTLINE COURT, KONCH                                | 2  | 8   |
| 57 | JAUNPUR                   | DISTRICT & SESSION COURT,<br>JAUNPUR                | 33 | 132 |
| 58 | JHANSI                    | DISTRICT & SESSIONS COURT,<br>JHANSI                | 24 | 96  |
| 59 | JHANSI                    | CIVIL JUDGE(JUNIOR DIVISION),<br>MAURANIPUR         | 1  | 4   |
| 60 | JHANSI                    | CIVIL JUDGE(JUNIOR DIVISION),<br>MOTH               | 1  | 4   |
| 61 | JHANSI                    | CIVIL JUDGE(JUNIOR DIVISION),<br>GAROTHA            | 1  | 4   |
| 62 | J.P. NAGAR                | DISTRICT & SESSIONS COURT,<br>J.P.NAGAR             | 19 | 76  |
| 63 | KANNAUJ                   | DISTRICT COURT, KANNAUJ                             | 16 | 64  |
| 64 | KANNAUJ                   | OUTLYING COURT, CHIBRAMAU                           | 3  | 12  |
| 65 | KANPUR DEHAT              | DISTRICT COURT, KANPUR DEHAT                        | 29 | 116 |
| 66 | KANPUR NAGAR              | DISTRICT & SESSIONS COURT,<br>KANPUR NAGAR          | 57 | 228 |
| 67 | KANSHIRAM<br>NAGAR        | DISTRICT & SESSION COURT,<br>KASGANJ                | 15 | 60  |
| 68 | KAUSHAMBI                 | DISTRICT & SESSION COURT,<br>KAUSHAMBI              | 12 | 48  |
| 69 | KUSHINAGAR AT<br>PADRAUNA | DISTRICT & SESSION COURT,<br>KUSHINAGAR AT PADRAUNA | 13 | 52  |
| 70 | KUSHINAGAR AT<br>PADRAUNA | OUTLYING COURT , KASIA                              | 6  | 24  |
| 71 | LAKHIMPUR<br>KHERI        | DISTRICT & SESSION COURT,<br>LAKHIMPUR-KHERI        | 17 | 68  |
| 72 | LAKHIMPUR<br>KHERI        | OUTLYING COURT, MOHAMMDI                            | 2  | 8   |
| 73 | LALITPUR                  | DISTRICT & SESSION COURT,<br>LALITPUR               | 10 | 40  |
| 74 | LUCKNOW                   | DISTRICT & SESSION COURT,<br>LUCKNOW                | 67 | 268 |
| 75 | MAHARAJGANJ               | DISTRICT & SESSION COURT,<br>MAHARAJGANJ            | 11 | 44  |
| 76 | MAHARAJGANJ               | OUTLYING COURT, PHARENDA                            | 1  | 4   |
| 77 | MAHOBA                    | DISTRICT & SESSION<br>COURT,MAHOBA                  | 10 | 40  |
| 78 | MAINPURI                  | DISTRICT & SESSION COURT,                           | 23 | 92  |

|            |                    |  |             |              |
|------------|--------------------|--|-------------|--------------|
|            |                    | MAINPURI                                     |             |              |
| 79         | MATHURA            | DISTRICT & SESSION COURT,<br>MATHURA         | 41          | 164          |
| 80         | MAU                | DISTRICT & SESSION COURT,MAU                 | 14          | 56           |
| 81         | MEERUT             | DISTRICT & SESSION COURT<br>MEERUT           | 55          | 220          |
| 82         | MIRZAPUR           | DISTRICT & SESSION COURT,<br>MIRZAPUR        | 24          | 96           |
| 83         | MORADABAD          | DISTRICT & SESSION COURT,<br>MORADABAD       | 38          | 152          |
| 84         | MORADABAD          | OUTLYING COURT, CHANDAUSI                    | 6           | 24           |
| 85         | MORADABAD          | OUTLYING COURT, SAMBHAL                      | 3           | 12           |
| 86         | MUZAFFARNAGA<br>R  | DISTRICT & SESSION COURT,<br>MUZAFFARNAGAR   | 40          | 160          |
| 87         | MUZAFFARNAGA<br>R  | OUTLYING COURT, KAIRANA                      | 4           | 16           |
| 88         | PILIBHIT           | DISTRICT & SESSION COURT<br>PILIBHIT         | 22          | 88           |
| 89         | PRATAPGARH         | DISTRICT & SESSION COURT<br>PRATAPGARH       | 33          | 132          |
| 90         | RAE BARELI         | DISTRICT & SESSION COURT,<br>RAEBARELI       | 29          | 116          |
| 91         | RAMPUR             | DISTRICT COURT, RAMPUR                       | 22          | 88           |
| 92         | SAHARANPUR         | DISTRICT & SESSION COURT,<br>SAHARANPUR      | 20          | 80           |
| 93         | SAHARANPUR         | OUTLYING COURT, DEOBAND                      | 1           | 4            |
| 94         | SHAHJAHANPUR       | DISTRICT COURT SHAHJAHANPUR                  | 28          | 112          |
| 95         | SHAHJAHANPUR       | OUTLINE COURT TILHAR                         | 2           | 8            |
| 96         | SHAHJAHANPUR       | OUTLINE COURT POWAYAN                        | 1           | 4            |
| 97         | SIDDHARTH<br>NAGAR | DISTRICT & SESSION COURT,<br>SIDDHARTH NAGAR | 11          | 44           |
| 98         | SIDDHARTH<br>NAGAR | BANSI  | 4           | 16           |
| 99         | SIDDHARTH<br>NAGAR | DUMARIAGANJ                                  | 1           | 4            |
| 100        | SITAPUR            | DISTRICT & SESSION COURT,<br>SITAPUR         | 31          | 124          |
| 101        | SITAPUR            | OUTLYING COURT BISWAN                        | 1           | 4            |
| 102        | SULTANPUR          | DISTRICT & SESSION COURT,<br>SULTANPUR       | 39          | 156          |
| 103        | UNNAO              | DISTRICT & SESSION COURT UNNAO               | 25          | 100          |
| 104        | UNNAO              | CIVIL JUDGE (JR. DIV) PURVA                  | 1           | 4            |
| 105        | VARANSI            | DISTRICT COURT VARANASI                      | 43          | 172          |
| <b>106</b> | <b>TOTAL</b>       |  | <b>1913</b> | <b>7652*</b> |

\* The total quantity of Desktop Computers may increase or decrease.

