

SUPREME COURT OF INDIA
Tender Notice No.33/COM/AMC/2022

Dated : 15th March 2022

Last date for submission of Tender : 5th April 2022 upto 3.00 p.m.
at Reception Counter No. 17 (R & I)

NOTICE INVITING TENDER
FOR COMPREHENSIVE MAINTENANCE CONTRACT (CMC)
FOR COMPUTERS, PRINTERS & SCANNERS ETC.

Index of Contents of this Notice

Section No.	Subject	Page Nos.
I	Preamble	1-3
II	Scope of Work	3-7
III	Technical Terms	7-10
IV	Preventive Terms & Conditions	10-11
V	Financial Terms	11-12
VI	Administrative Terms	12-13
VII	Payment Terms	13
VIII	General Terms	13-16
IX	Penalty Clause	16
X	EMD cum PSD	16-17
XI	Submission of Tender	17-18
	Annexure 'A'	19-21
	Annexure 'B'	22-23
	Annexure 'C'	24
	Annexure 'D'	25-26

I. Preamble:

1. The Supreme Court of India desires to engage a reputed computer repairing and maintenance firm having profound experience in Comprehensive Maintenance and repairing work of Ubuntu Linux, Windows and Mac based computer setups & peripherals and software for maintenance of those being installed and used in Supreme Court of India and at the Residential Offices of the Hon'ble Judges of the Supreme Court of India. The selected tenderer will have to undertake Comprehensive Maintenance of computer hardware, peripherals, software, and accessories etc., **for a period of 02 (two) years for the equipment which are less than 05 (five) years old and other equipment for one year or till the replacement of these equipment, and/or whichever is earlier.**

Details of equipment are appended herein-below. The quantity of the items may increase or decrease at the time of awarding the CMC contract.

SI. No.	Details of equipment for maintenance	Year of Purchase	Nos. of equipment	Present status	Remarks
1.	HP Desktop Computers Ubuntu Linux/Windows based	2009	250	Under CMC	
2	HP-2055dn Duplex Laser Printers	-do-	200	-do-	
3	HP-M1522n Multi-Functional Devices	-do-	30	-do-	
4	HP-P1008 Mono Laser Printers	-do-	20	-do-	
5	HCL Desktop Computers Ubuntu Linux /Windows based	2012	136	-do-	
6	HP-1566 Laser Printers	-do-	100	-do-	
7	HP Scanjet 8270 Scanners	-do-	10	-do-	
8	DELL Optiplex 3020 Desktop Computers Ubuntu Linux /Windows based	2015	200	-do-	
9	Ricoh – SP3600DN Duplex Laser Printers	-do-	100	-do-	
10	Ricoh – SP310 DN Duplex Laser Printers	-do-	50	-do-	
11	Ricoh – SP3510 SF Multi-Function Devices	-do-	11	-do-	
12	HP-7110 Officejet 7110 Wide Format ePrinter	-do-	15	-do-	
13	HP All in One Touch 400 GI Desktop	2015	02	-do-	
14	Information Kiosk	2015-16	11	-do-	
15	Ricoh – SP3510 SF Multi-Function Devices	2016	03	-do-	
16	HP-1025NW CP PRO Color Printer	2016-17	03	-do-	
17	HP-M506dn Duplex Laser Printers	2017	186	-do-	
18	HP – M521 DN Multi-Function Printers	-do-	50	-do-	
19	HP – SJ 9120 Scanners	-do-	20	-do-	
20	HP Prodesk 600 G3 Small Form Factor Desktop	-do-	62	Warranty expired	

SI. No.	Details of equipment for maintenance	Year of Purchase	Nos. of equipment	Present status	Remarks
21	Ricoh- SPC 440dn Colour Laser Printers	2018	10	-do-	
22	Epson L3150 Printer	2019	01	-do-	
23	HP-429FDW Multifunction Device	2020	02	-do-	
24	HP All in One PCs/Desktop (Non Touch)	2017	708	Under 5 yrs. warranty up to August 2022	CMC shall start after expiry of warranty period
25	Dell All in One Pcs/Desktop (Touch)	2017	64	Under 5 yrs. Warranty up to December 2022	-do-
26	WACOM Display Computers	2017	62	Under 5 yrs. warranty up to November 2022	-do-
27	HP-M506dn Duplex Laser Printers	2019	16	Under 3 yrs. warranty up to Oct 2022	-do-
28	HP – M521 DN Multi-Function Printers	2019	12	-do-	-do-
TOTAL EQUIPMENT			2334		

Detailed Tender documents can be obtained from Admn. Materials Branch on any working day between **10:30 A.M. to 4:00 P.M.** except Saturday or can be downloaded from website: www.sci.gov.in & www.eprocure.gov.in

2. For selection of the tenderer, sealed tenders are invited for awarding of Comprehensive Maintenance Contract (CMC) for Computers, Printers and Scanners etc. from reputed Computer hardware repairing / software supporting firms who fulfil all criteria and agrees to all terms and conditions as stated in this tender notice.

II. Scope of work/services:

1. The scope of work covers comprehensive maintenance (including replacement of spare parts) of Client PCs, standalone PCs, their accessories & peripherals, and printers as well as software.

2. The-tenderer (PM) shall provide the support/services consisting of corrective as well as preventive maintenance of Computer Systems/ Peripherals (including Drivers). 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-in-

charge for the purpose Maintenance services shall consist of preventive and corrective periodical maintenance of *computer* systems hardware for smooth running and to keep the systems & peripherals in good working condition.

3. **The tentative list of equipment** - details of equipment covered under such CMC is annexed herewith at **Annexure "A"**. There may be addition or deletion of equipment in the said list as and when if so required. Payment shall be made for actual available products of as per actual work irrespective of it being in **Annexure 'A'** on quarterly basis upon submission of PM Reports of the equipment. **All the equipment is to be covered under Comprehensive Maintenance Contract which includes repair/replacement of all spare parts, connection cords, installation of devices, drivers etc. Moreover, the tenderer may specify any spare part (s) or circumstances which will not be covered under the CMC along with its cost.**

4. **The bidder may prior to the submission of the bid randomly inspect the computer hardware on 24.03.2022 (Thursday)** in the Registry between **11:00 A.M. to 4:00 P.M.** However, the interested bidder must send an intimation 24 hours in advance than the scheduled date of inspection through **email** at **claims.tenders@sci.nic.in**. Further, no bidder shall be permitted to undertake such an inspection by a team consisting of more than 03 (three) members of each bidder. The contract is to be assigned for all such equipment on **"as on where is basis"** without any pre-tender condition and it would be the responsibility of the tenderer to extend the services to all such equipment irrespective of present condition.

5. The tenderer shall be responsible for regular cleaning of all hardware using suitable cleaning material and equipment for preventive and maintenance check-up of system including scanning of virus & recovery of data. Each of the equipment has to be cleaned at least once in three months. 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.

6. **The tenderer must attend to all complaints and resolve issues pertaining to the computer hardware and application software covered under the**

comprehensive maintenance (including all 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 are to be replaced or repaired shall be at the sole discretion of Supreme Court of India. The defective part(s), if removed, from the computer system, hardware, etc. shall always remain the property of Supreme Court of India and the same shall be handed over by the person who undertook such repair to the Branch Officer, Computer Cell against written acknowledgment.

7. **Operating System (OS) Support:** The maintenance contract is comprehensive inclusive of OS support on all the systems 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 will be attended & rectified by the tenderer.

8. **Anti-Virus Software (AVS) Support:** The maintenance contract includes the anti-virus software support on the systems covered under this contract. Any problem related with System Virus will be attended and rectified by the tenderer. The tenderer will update their anti-virus software as and when required and during preventive maintenance of the systems.

9. The service engineers deployed by the tenderer shall take up any reported fault in the computer hardware, application software, and other computer 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 users of the computer hardware, software, peripherals, etc., shall be rectified by the tenderer within **12 (twelve) hours**. The repairs would be carried out on-site itself. However, in case the equipment is not likely to be repaired within **12 (twelve) hours the tenderer would provide a standby system/hardware for the faulty system/hardware until the fault is repaired and the equipment is provided for perfect use at user end.**”

10. The tenderer shall maintain the equipment as per OEM' guidelines 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.

11. In case of non-availability of drivers of any machine / equipment (branded one like HP, HCL, Dell etc.) they will be arranged by the tenderer from their original sources or through internet.

12. The tenderer should take care of protecting the user' PCs from any kind of existing/new virus etc. The necessary support for maintaining virus free computer environment and help in upgrading the software / virus detection mechanism would be provided by the tenderer.

13. The Resident Engineers deployed by the tenderer shall maintain a complaint/issue logbook, which shall contain / record of all the complaints made by the users of the computer hardware, software, computer peripherals which shall regularly be shown on demand to the Branch Officer, Computer Cell and/or any Officer(s) nominated by the Supreme Court of India for verification. The Resident Engineers shall maintain softcopy of the complaint/issue log and share the same electronically with the Branch Officer, Computer Cell. The Resident Engineers shall share the issue log 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:

A) Minor faults should be attended immediately.

B) The tenderer shall be responsible for taking backup data and programmes available in PC, before attending the fault and shall be responsible for reloading the same. The back-up copies are to be returned to the users;

C) 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 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 replacement of components shall cover all items of equipment including assemblies, sub-assemblies, all major parts such as LCD/LED Panel (the screen), back light, inverter, rotating mirror, fuser, belt, charging roller, charging wire, paper tray, CMOS batteries, HDD, SMPS, CPU, motherboards, CD-ROM, DVD RTW, VGA

cards, sound cards, add-on cards, connectors, cables, speakers, power cables / leads, batteries, modem cards, mouse, keyboard and connecting cables and other such parts, etc. and peripherals. No extra charges shall be paid for above equipment but excluding consumables such as computer stationery, ribbon, paper, ink cartridges.

E) Installation of any peripheral in the existing PCs-like RAM, USB Drive Printer, Scanner, Card Reader etc. The Resident Engineer shall always carry a toolkit while on duty and attending complaints under no circumstance shall a lapse of not carrying the toolkit be accepted by the SCI.

F) **The scope of software maintenance covers:**

1) Maintenance of all software already installed in the PCs and peripherals and the software installed at later stages. The following software is in use:

2) UBUNTU 16.04 and above Operating Systems,

3) Windows

4) Anti-virus software,

5) Other software like Page Maker Acrobat Reader, distiller, File signer etc. as and when and if so required.

G) Availability of anti-virus software by the tenderer at site for removal of virus from the PCs and Storage disc.

H) Re-installation of software in use, if required.

I) Data recovery for crashed hard disk drives from specialized firms, all expenditure, in this regard, shall be borne by the tenderer.

J) Providing basic training for proper use of PCs etc. to the users, if required.

The interested firm must have the following credentials and fulfil following criteria:

III. Technical Terms:

1. The tenderer shall have a minimum annual turnover of **₹ 1.00 Crore (Rupees One Crore only)** from maintenance contract of computers / printers/ net-work system in each of last three financial years.

2. The tenderer must have previous experience of maintaining hardware and network systems in Government organizations / Public Sector undertakings / large Company.
3. The tenderer should have expertise and infrastructure to provide maintenance of computers and peripherals of various brands/make.
4. The tenderer must have stand-by inventory of LCD/LED monitors, CPU, laser printer, HDD, RAM, mouse, keyboard, etc., which should be kept ready in working condition and disclosed to the officials deputed by the Supreme Court of India for the purpose.
5. The concerned tenderer should be equipped with stock of required quantities of standard quality of spare parts, compatible with the computer set up of the Supreme Court of India. They should be capable of undertaking appropriate arrangements to keep the systems operative.
6. Only the original equipment manufacturer (OEM) parts, shall be used wherever the parts are required to be replaced in the presence of nominated officer of Computer Cell and the replaced part will be handed over to the Supreme Court of India.
7. On expiry of the CMC, the tenderer will have to handover the system/equipment under CMC in perfect working condition to Supreme Court of India failing which it shall be open to Supreme Court to get the equipment repaired from anywhere at the cost and risk of the tenderer and the expenses incurred by Supreme Court 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 the same. The decision of Registrar, Supreme Court of India in this regard shall be final and binding upon the tenderer.
8. The tenderer and service engineers must have expertise in preventive onsite maintenance and repair of services of Personal Computers, Network Clients, Laser Printers, Multi-Function Devices, Network Component, and other hardware parts

and accessories with good communication skills.

9. Details of past experience of providing the maintenance services should be attached. Performance certificates from existing clients must also be attached with the tender documents.

10. The service engineers must have expertise and experienced. The tenderer should undertake that the character and antecedents of each engineers/staff deployed in the Supreme Court have been got verified from the competent authorities and record maintained to this effect and further ensure that all engineers/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.

11. The tenderer must have Microsoft/Novel/Cisco/Ubuntu Linux certified service engineers, having B.E/B. Tech/MCA/PGDCA or equivalent or qualified diploma in computer/electronics with an experience of not less than 3 years in computer hardware as well as software maintenance, on their pay rolls to render their service to Windows/Ubuntu Linux/Mac based network, who shall also be having competence in maintenance of different type, brand and models of Printers. The contractor must have a team of experienced hardware/software engineers, if applicable.

12. Each job performed will be checked before acceptance. If any particular job does not match with the approved specification or found inferior in quality, the rejected job will be done again by the tenderer at its own cost and expense.

13. The tenderer will **provide at least 05 (five) skilled engineers/trouble shooters** as Resident Engineers from **09:30 A.M. to 06:30 P.M.** on all working days who have to follow the calls from users and as may be directed by the officer/staff deputed for the purpose, for doing day to day repairing job. They must report to the Branch Officer, Computer Cell, Supreme Court of India for duties and assignment of tasks. The tenderer will also provide maintenance and repair services even at odd hours at the residence of Hon'ble Judges in case of emergency.

14. The Engineer deputed should have to be paid minimum salary of Rs.25,000/-. Registry may call for salary proof from time to time paid to the Engineers.

15. The tenderer shall also depute additional engineers, if required, to attend the complaint on the same day, without any extra charge.

16. The tenderer has to provide services in Supreme Court premises and at the Residential Offices of Hon'ble Judges of the Supreme Court of India and Senior Officers at different locations in New Delhi, therefore, the engineers should have their own mode of transport and be equipped with mobile phones, tool kit and other devices at all times while attending Complaints.

17. The tenderer shall have its own set up for *test and* repair of equipment under CMC which will be physically verified by a Committee of Officers of the Supreme Court of *India* before awarding of CMC. In the event of non-satisfaction of the Committee Members, the name of the tenderer shall not be considered despite being either technically capable or lowest bidder. However, the decision of the Competent Authority shall be final.

IV. Preventive Terms and Conditions:

1. The tenderer shall carry *out* preventive maintenance at least once in three months in respect of each of equipment under CMC. A certificate should be obtained by the tenderer from the concerned users *that* the preventive maintenance has been carried out satisfactorily at least once in three months and shall be enclosed along with logbook meant for carrying out preventive maintenance while submitting the quarterly bill of CMC payment. The quarterly preventive maintenance report as per proforma mentioned in '**Annexure-D**' from the user would be submitted to the Computer Cell of the Registry.

4. The tenderer must be registered with the requisite authorities as per Law and Rules that may be applicable for such services. They must have valid GST, VAT, Sales Tax, Service Tax registration certificates (Xerox copy to be attached with offer) not only at the time of awarding of the contract but also during the entire duration of the contract. Such original certificates must be produced on demand by the tenderer.

5. The rates may be quoted by the tenderer on comprehensive basis in the *Proforma* placed at **Annexure 'A'** in sealed cover for all the equipment i.e. services to be provided for all IT related equipment being used in Supreme Court of India separately.

6. No advance payment would be made by SCI to the tenderer in any case. However, quarterly payment after satisfactory completion of each quarter would be made. The approved contractor shall submit bill (in triplicate) on completion of each quarter with satisfactory reports from the users regarding services/ repairs. In this case, the tenderer will not be allowed to charge any extra amount for repair/replacement, if any. after entering into comprehensive annual maintenance contract.

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

V. Financial Terms:

1. Being a comprehensive contract, all liabilities arising out of any fault/replacement of any part etc. will be borne by the tenderer, if not mentioned separately otherwise.

2. No extra charges for replacement and repairing of the parts covered under the CAMC shall be made.

3. CAMC will not include computer stationery like paper/ribbons/laser printer toners/inkjet cartridges etc. However, comprehensive AMC includes all the plastic, rubber equipments, knobs, movable/rotational parts necessary for normal operation of the original equipment. No other charges are payable and the rates shall be net including every charges & tax etc.. there should be no hidden charges.

4. The tenderer must be registered with the requisite authorities as per Law and Rules that may be applicable for such services. They must have GST, VAT, Sales Tax, Service Tax certificate (Xerox copy to be attached with offer) at the time of awarding of the contract, original certificate have to be produced.

5. The rates may be quoted on comprehensive basis in the Performa placed at **Annexure 'A'**, in sealed cover for all the equipments i.e. services to be provided for all IT related equipments being used in Supreme Court of India separately.

6. No advance payment would be made in any case. However, quarterly payment after satisfactory completion of each quarter would be made. The approved contractor shall submit bill (in triplicate) after completion of every quarter with satisfactory reports from the users regarding services/ repairs.

7. The tenderer will not be allowed to charge any extra amount for repair/replacement, if any, after entering into comprehensive annual maintenance contract.

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

VI. Administrative Terms:

1. The tenderer should have a proper complaint call registration procedure, follow-up etc. and provide track of all complaints from registration to call clearance: tenderer shall issue a customer service slip after every service visit, clearly indicating the date & time of call by the user Department, date& time of attendance of the fault by the CMC holder, nature of fault observed and whether cleared or not or under further observation; and details of subsequent visit after 2 days of observation, closure of call, clearance of *fault* and any other *relevant* information. The tenderer at the direction of the Supreme Court of India may have to adopt the complaint registration mechanism as developed and deployed.

2. The tenderer shall maintain separate flash cards for the equipment on which repair work is undertaken under the CMC. The tenderer shall also maintain the logs of date and time of the preventive maintenance undertaken on the equipment covered under the CMC and share in advance the fortnightly/monthly schedule of the list of equipment on which the preventive maintenance is to be undertaken. For the sake of clarity, *Preventive maintenance* with virus detection and special cleaning of the Monitor, *printer*, keyboard, mouse etc., from outside with liquid cleaner and inside with air blower shall be carried out on quarterly basis.

3. At each location, tenderer will keep record of machine failure including the nature of failure, date and time of booking the complaint, when the machine was made up and the total down time. This record will be signed by service *engineer* and representative of the Supreme Court of India. Format for keeping this record will be as per the **Annexure-D**. This can be done either through the Complaint Management information System (CMIS) or through complaint register.

4. The tenderer shall provide the *facility* of registration of complaint and fault repair enquiry through the internet.

5. The Resident Engineers deployed by the tenderer shall mark their daily attendance with the Computer Cell in the designated register or software in use by the Registry of the Supreme Court of India. The Resident Engineers shall also perform other duties, if any, assigned to them.

VII. Payment Terms:

1. Payment shall be made on quarterly basis at the end of each quarter as per actual work and in respect of only that equipment which have been placed under CMC and undertaken by the tenderer during a particular quarter. Any payment made in excess will have to be refunded by the tenderer to the Supreme Court of India in the event of termination of contract.

2. At the end of each quarter, the tenderer shall submit a bill for quarterly CMC charges 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.

3. Penalty, if any, shall be deducted from any of the payment due to the tenderer.

4. Under no circumstances, the Supreme Court of India can be held liable to pay and release the salaries of Resident Engineers deployed by the tenderer. It shall be the duty of the tenderer to release and make payments of the monthly salary, reimbursements, etc. to the Resident Engineers on or before 10th day of the following month. In case of any failure on the part of the Resident Engineers to discharge their duties and functions as per the contract on the ground that the tenderer failed to release and pay their monthly salary, such default shall be brought to the attention of the Competent Authority for appropriate orders and directions.

VIII. General Terms:

1. All the equipment shall be deemed to be handed over to the tenderer in CMC in proper working condition once the contract is entered.

2. The contractor shall be responsible for any loss or damage caused to any of the machines owing to negligence on his part. The contract will be on comprehensive basis inclusive of repairs and replacement of spare parts without extra payment.

3. In case, any item becomes un-serviceable due to obsolescence or because of end of its life-cycle and/or its parts are not available in the market then it will be informed by the tenderer to Supreme Court of India in writing, to consider removal of such items from the list of equipment covered by under CMC and consequentially, proportionate reduction in the CMC amount.
4. The tenderer shall ensure that no damage is caused by its personnel to the hardware or software while undertaking repair or preventive maintenance work to any of the equipment, otherwise the contractor shall be liable to replace the damaged assembly or equipment or software or all of them at its own cost, expense, and further in case of such failure, the tenderer shall have to bear the cost of repair or replacement by any third party selected by the Registry.
5. The contract will be valid and effective **for a period of 02 (two) years for the equipment which are less than 05 (five) years old and other equipment for 01 (one) year or till the replacement of the equipment, whichever is earlier.** The period of CMC will be informed after finalization of the contract. The contract may be extended to computers and peripherals of various brands/make completing the warranty period in future at the same rate and same terms & conditions.
6. It will be open to the Supreme Court of India to extend the term of the agreement on the same terms and conditions for a further period as may be required and if so necessary.
7. In case of the tenderer backing out in midstream without any explicit consent of the Supreme Court of India the expenses / costs incurred by the Supreme Court of India for maintenance of machines for the balance period of this contract by alternative arrangements shall be liable to be recovered from the tenderer.
8. The above act of backing out would automatically debar the tenderer from any further dealing with the Supreme Court of India and the security deposit amount would also be forfeited.
9. The firms should also indicate PAN/TAN number issued by the Income Tax Department/ State/Central Sales Tax Number (legible photocopy to be enclosed). The income tax clearance certificate for the last two years must be attached.

10. The tenders should be given on tenderer's letter-head giving address, telephone number, E-mail address, details of contact persons etc., as per **Annexure-B** enclosed. Tender received without sealed cover or without quoting rates in the specified Performa will not be accepted.
11. The Supreme Court of India reserves the right to reduce or increase the number of equipment offered for maintenance contract during the currency of CMC. The Supreme Court of India also reserves the right to reject any tender without assigning any reason. The Supreme Court of India also reserves the right to accept or reject any or all of tenders in full or in part without assigning any reason or any correspondence whatsoever. However, conditional tender will not be entertained.
12. The contract can be terminated by Supreme Court of India at any time without assigning any reason. In this connection, the decision of the Registrar of the Supreme Court of India shall be final and binding on the tenderer. No payment will be made for the remaining period of service contract from the date of the termination of the contract including the period for which unsatisfactory services are rendered by the tenderer.
13. Supreme Court of India shall have all rights to use his discretion to alter/modify any of the terms and conditions of the contract.
14. The rates quoted should be net and inclusive of all taxes.
15. Apart from the above criteria and the price quoted, the profile of the tenderer may be important criteria.
16. The tenderer must submit an Acceptance Letter on its letterhead for unconditional acceptance of the tender conditions or the whole of the tender document duly signed on each page for such acceptance.
17. Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the instructions before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing, whatsoever in any way arising out of or relating the contract, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work or after completion or abandonment thereof shall be referred to the Registrar,

Supreme Court of India as such, at the time of dispute and it would be the discretion of the Secretary General to refer it to any other officer of the Supreme Court or any other agency.

IX. Penalty Clause:

1. Any lapse / loss due to poor workmanship in the maintenance of hardware and software by the deployed engineer / tenderer shall be viewed seriously and the tenderer shall be penalized for the lapses / losses, as deemed fit and decided by the Registrar in addition to penalty already fixed in the other terms and conditions in this tender notice.

2. In case of intermittent failures and repetitive problems due to improper diagnosis or repair, the system will be treated as continuously down and the consequences as per the terms and conditions of this contract shall follow.

3. If any PC/accessory/hardware is not repaired by the tenderer within a day, and the tenderer fails to provide a standby PC/accessory, a penalty of **₹1,000/-** (*Rupees One thousand only*) per day per equipment will be charged till such time the PC/accessory is repaired or appropriate standby is provided. In case the requisite parts are not available, the same should be replaced with the parts of optimum level of compatibility with the system.

4. If any of the Resident Engineers to be deputed for maintenance of equipment remains on leave or absent, a suitable substitute shall immediately be provided, failing which **deduction of ₹1000/-** (*Rupees One thousand only*) **per day** of leave/absence of each such service *engineer* 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.

X. Earnest Money Deposit and Performance Security Deposit:

1. The tenderers are required to send their tender along with a Demand Draft of ₹40,000/- (*Rupees Forty Thousand only*) as **Earnest Money Deposit** (EMD) in favour of The Registrar, Supreme Court of India, payable at New Delhi which will be refunded to the unsuccessful tenderer on written request after finalization of the contract. Tender received without earnest money deposit will not be considered. If

the firm is exempted from depositing the EMD, a certificate to this effect has to be submitted along with the tender document.

2. The selected tenderer will also have to **deposit performance security deposit equivalent to 3% of the contract value** prior to execution of the contract/agreement by way of Bank Guarantee. This security deposit will be liable to be forfeited in the event of the tenderer's failure to perform as per contract/agreement and if they are not able to provide fault less service in time or if overall downtime of Computer exceeds 30 days in one year. This deposit towards performance shall be retained for a period of 26 months from the date of contract/agreement or till the final payment of the contract is made whichever is later.

3. No separate Security Deposit will be deducted from running account bills.

4. The tender shall remain valid for 90 days from the date of opening of financial bids and the tenderer shall not be allowed to *withdraw* it before that date. If any tenderer withdraws the *tender* before 90 days from the date of opening of financial bids, shall stand suspended from being eligible for bidding/award of all future contract(s) of Supreme Court of India for a period of one year from the date of committing such breach. shall stand forfeited.

XI. Submission of Tender:

1. The firms fulfilling the above terms and conditions may submit their sealed tender in two separate envelopes for submitting (i) Earnest Money for CMC of Computers, Printers, Scanners etc. and (ii) Financial Bid Containing Annexure 'A', 'B' & 'C' superscribing on each respective envelope: -

- a) **Earnest Money for CMC of Computers, Printers, Scanners etc. "** and
- b) **Financial Bid for CMC of Computers, Printers, Scanners etc. at Reception Counter No.17 (R & I) addressed by name and may be sent to the undersigned up to 3.00 PM on or before 5th April 2022.**

2. Tenderers may please submit their lowest rates in the enclosed prescribed Performa as **Annexure 'A'**, with details as per **Annexure 'B'** and **Annexure 'C'** duly executed and signed SEALED COVERS addressed to Mr. Anil Kumar Sharma, Additional Registrar (AM).

3. Every tenderer shall be deemed to have inspected all the equipment proposed to be included in CMC, before submitting the tenders.

4. The other requisite documents mentioned above should also accompany the tenders. Offers not accompanied by requisite documents shall not be considered. Hypothetical/conditional tenders will not be entertained. Tenders once submitted shall NOT be allowed to be amended/withdrawn till finalization of the matter. Otherwise appropriate action will be taken.
5. Registry will deal with the tenderer directly and no middle men/agents/Commission Agents etc. should be asked by the Tenderers to represent their cause and they will not be entertained by the Registry.
6. Over-writing/over-typing or erasing of the figures are not allowed and shall render the tender invalid.

The Tenders/Bids will be opened on the same day i.e., **5th April 2022 at 03:30 P.M.** in the Registry by a Committee of Officers constituted for the purpose before the representatives of the firms, who may wish to remain present at the time of opening the tenders, if they are interested. In the first instance, envelopes containing 'Bid Security Declaration Form' may be opened and thereafter the envelopes containing Financial Bids will be opened. One representative of each tenderer will be allowed to remain present at the time of opening the sealed tenders. The representative of each tenderer should carry the identity card and letter of authority of the tenderer.

The tenders received after due date and/or *time* and/or without Earnest Money will not be entertained.

Sd/-
(ANIL KUMAR SHARMA)
ADDITIONAL REGISTRAR(AM)
15-03-2022

Encls: As Above.

Note : Registry shall remain closed from 17th to 19th March 2022 on account of ***Holi Holidays.***

Annexure "A"

Supreme Court of India

Details of Computers, Printers & Scanners etc. for CMC

(Tender Notice No.33/COM/AMC/2022)

Sl. No.	Details of equipment for maintenance	Year of Purchase	Nos. of equipment	Rate per unit/ per annum	Total Cost
1.	HP Desktop Computers Ubuntu Linux /Windows based including Hardware & Software.	2009	250		
2	HP-2055dn Duplex Laser Printers including all spare parts, connection cords, installation of device, drivers etc.	-do-	200		
3	HP-M1522n Multi-Functional Devices (Printer, Scanner & Copier) including all spare parts, connection cords, installation of device, drivers etc.	-do-	30		
4	HP-P1008 Mono Laser Printers including all spare parts, connection cords, installation of device, drivers etc.	-do-	20		
5	HCL Desktop Computers Ubuntu Linux /Windows based including Hardware & Software.	2012	136		
6	HP-1566 Laser Printers including all spare parts, connection cords, installation of device, drivers etc.	-do-	100		
7	HP Scanjet 8270 Scanners including all spare parts, connection cords, installation of device, drivers etc.	-do-	10		
8	DELL Optiplex 3020 Desktop Computers Ubuntu Linux /Windows based including Hardware & Software.	2015	200		
9	Ricoh – SP3600DN Duplex Laser Printers including all spare parts, connection cords, installation of device, drivers etc	-do-	100		
10	Ricoh – SP310 DN Duplex Laser Printers including all spare parts, connection cords, installation of device, drivers etc	-do-	50		
11	Ricoh – SP3510 SF Multi-Function Devices including all spare parts, connection cords, installation of device, drivers etc	-do-	11		
12	HP-7110 Officejet 7110 Wide Format ePrinter including all spare parts, connection cords, installation of device, drivers etc.	-do-	15		

SI. No.	Details of equipment for maintenance	Year of Purchase	Nos. of equipment	Rate per unit/ per annum	Total Cost
13	HP All in One Touch 400 GI Desktop including all spare parts, connection cords, installation of device, drivers etc	2015	02		
14	Information Kiosk including all spare parts, connection cords, installation of device, drivers etc	2015-16	11		
15	Ricoh – SP3510 SF Multi-Function Devices including all spare parts, connection cords, installation of device, drivers et	2016	03		
16	HP-1025 Color Printer including all spare parts, connection cords, installation of device, drivers etc	2016-17	03		
17	HP-M506 Duplex Laser Printers including all spare parts, connection cords, installation of device, drivers etc.	2017	186		
18	HP – M521 DN Multi-Function Printers including all spare parts, connection cords, installation of device, drivers etc	-do-	50		
19	HP – SJ 9120 Scanners including all spare parts, connection cords, installation of device, drivers etc.	-do-	20		
20	HP Prodesk 600 G3 Small Form Factor Desktop including Hardware & Software.	-do-	62		
21	Ricoh- SPC 440DN Colour Laser Printers including all spare parts, connection cords, installation of device, drivers etc	2018	10		
22	Epson L3150 Printer including all spare parts, connection cords, installation of device, drivers etc	2019	01		
23	HP-429FDW Multifunction Device including all spare parts, connection cords, installation of device, drivers etc	2020	02		
24	HP All in One PCs/Desktop (Non Touch) including Hardware & Software.	2017	708		
25	Dell All in One Pcs/Desktop (Touch) including Hardware & Software.	2017	64		
26	WACOM Display Computers including Hardware & Software.	2017	62		
27	HP-M506DN Duplex Laser Printers including all spare parts, connection cords, installation of device, drivers etc	2019	16		

SI. No.	Details of equipment for maintenance	Year of Purchase	Nos. of equipment	Rate per unit/ per annum	Total Cost
28	HP – M521 DN Multi-Function Printers including all spare parts, connection cords, installation of device, drivers etc	2019	12		
	TOTAL EQUIPMENT		2334 Nos.		
		TOTAL AMOUNT			

Note : *All the above mentioned equipment are to be covered under Comprehensive Maintenance Contract which includes repair/replacement of all spare parts, connection cords, installation of devices, drivers etc. Moreover, company/tenderer may specify any spare part (s)/ circumstances which will not be covered under CMC hereinbelow along with its cost.*

1. _____
2. _____
3. _____

Date :
Place:

Signature
with name and position in firm
with seal/rubber stamp

Supreme Court of India
Tender for CMC
(Tender Notice No.33/COM/AMC/2021)

Performa for submitting tenders for the CMC Services for Computers and Printers: -

1. Name & Address of the Tenderer:
2. Name of the contact person with Mobile, Telephone number, fax number and e-mail address:
3. Traders Identification No. (TAN):
4. PAN number:
- 4A. GST Number:
5. Service Tax No. along with registration certificate:
6. Details of Technical Staff:

S.No.	Name	Qualification	Experience
1			
2			
3			
4			
5			

If required additional sheet may be added.

7. Whether the tenderer has at least 3 years' Experience of maintaining hardware and network system in Government organizations/public sector undertakings/large companies for Windows/Linux based systems (Yes/No.)/ If yes, proof be attached.

8. Client's details: -

S.No.	Name	Address	Contact Person with telephone -mobile no & email, if any	Period of Contract	Details of the certificate/proof attached
1					
2					
3					

9.

S.No	Name & Address of the firm	Telephone No.	PAN No.	VAT/ GST No.	Turnover (Rs.)		
					2018-19	2019-20	2020-2021

Whether maintenance business or not	Name of the Client	Govt. & Pvt.	Inventory stock	Documents enclosed in support

** Whether Income Tax clearance certificate for the last two years attached.*

The terms and conditions of the comprehensive maintenance contract (CMC) for computers and its peripherals as stated in the tender document are unconditionally acceptable to us in its entirety.

I/We agree to maintain systems and peripherals as listed in **Annexure-'A'** in accordance with the terms and conditions laid down in this tender notice at yearly charges as given in this offer. We understand that the list in Annexure-A is indicative, and that actual number of equipment may differ, and payment shall be calculated as per such actual nos. which shall be confirmed by providing full details as per schedule to be prepared and provided by us at the end of quarter.

In case any provision of the tender is found violated at any time after assignment of contract, I/we agree that the contract shall be summarily cancelled and Supreme Court of India shall, without prejudice to any other right or remedy be at liberty to forfeit the full said security amount absolutely.

If the tenderer does not fulfil the minimum qualifying criteria of the tender I/we will not lodge any claim for opening of commercial/financial bid.

I/We hereby undertake that we shall make good any loss/damage caused to the equipment under annual comprehensive maintenance or any other property or the Supreme Court of India through our negligence.

I/We agree that in case of any dispute or difference arising out of or under the contract, the decision of Registrar, Supreme Court of India shall be conclusive and binding on us.

Signature
with name and position in the firm
with seal/Rubber stamp

Date:

Place:

SUPREME COURT OF INDIA

Annexure 'C'

A).

S.No.	Location	Srl. No. of CPU	Srl. No. of Monitor	Srl. No. of Keyboard	Srl. No. of Mouse	Srl. No. of Speaker	Srl. No. of Printer	

- Date & time of lodging complaint
- Nature of failure
- Date & time of rectifying the complaint or providing standby, if complaint not rectified
- Total down time —Hrs. Mts.

Signature
(With name & date)
of Resident Engineer

Signature of user
(with name, designation & date)

PROFORMA OF PREVENTIVE MAINTENANCE

ANNEXURE - 'D'

PERSONAL COMPUTERS

PARTICULARS	COMPLIED (YES / NO)
Scan Hard Disk file systems for errors	
Scan for viruses	
Clean TFT Screen	
De-fragment Hard Disk	
Scan for Hard Disk read Errors	
Clean Mouse	
Check for full hard disk volumes and remove unnecessary files	
Update virus definition files	
Check power protection devices to ensure they are still protecting the system	
Check power supply fan for ventilation and dirt build up and clean if necessary	
Backup CMOS information	
Clean disk drive internal and read/write heads	
Check process temperature, inspect heat sink and fan to ensure they are working	
Check Hard Disk for temperature and Vibration	
Clean exterior of Case	
Clean Exterior of TFT Screen	
Check and clean interior, motherboard and expansion cards if necessary	
Check internal connections and Cables	
Clean Keyboards	

PRINTERS/MULTIFUNCTION DEVICES

PARTICULARS	COMPLIED (YES / NO)
Remove Toner and Paper Dust from Fusing Assembly. Check the Assembly and Replace as necessary	
Check and Clean job offset, Switchback Duplex Assemblies and Auxiliary paper trays	
Replace and Clean Machine Filters	
Clean Image Transfer Assembly	
Inspect and Clean Pick-Up Roller Service	
Inspect drive gears for wear	
Tighten or Replace Screws and Check Grounding Straps	
Inspect, replace, and clean separation pads and rollers	
Inspect and Clean Registration Assembly	
Inspect and Clean Beam-to-Drum Optical Path	

I have performed above activities during Preventing Maintenance.

(Signature of Engineer/Vendor)

(Authorized By)