

HIGH COURT OF HIMACHAL PRADESH, SHIMLA – 171001

HHCCompDCourtsAddlHW/Req2012-I
Dated: Shimla, the 10/09/2021.

From

**The Registrar General,
High Court of Himachal Pradesh,
Shimla – 171001.**

Subject: Tender for supply and installation of Computer Hardware (Computer Systems, UPS, Tower Servers, Printers and Scanners) in District Courts in the State of Himachal Pradesh.

Online bids are invited from eligible bidders for supply and installation of **Computer Hardware (Computer Systems, UPS, Tower Servers, Printers and Scanners) in District Courts in the State of Himachal Pradesh**. The bidders need to upload technical bid along with the scanned copy of instrument submitted against earnest money (the hard copy of the instrument submitted against earnest money (EMD) should be submitted to the Registrar General on or before 20/10/2021 upto 11:00 AM) and commercial bid separately on the e-procurement website i.e. <https://hptenders.gov.in>. "The bidders are required to submit the **physical copy of the technical bids** along with the hard copy of the instrument submitted against earnest money in the sealed envelope by way of post or by hand to the Registrar General.

The envelope containing the technical bid documents must be superscripted as **"Bid for supply and installation of Computer Hardware (Computer Systems, UPS, Tower Servers, Printers and Scanners) in District Courts in the State of Himachal Pradesh"**.

The prospective bidders are also required to regularly check the eProcurement website and websites of High Court of Himachal Pradesh, H.P. State Legal Services Authority and H.P. Judicial Academy for updates regarding the tender.

SCHEDULE OF EVENTS FOR SUBMISSION OF THE TENDERS/ BIDS

Sl. No	Information	Details
1.	Tender No.	HHCCompDCourtsAddlHW/Req2012-I
2.	Tender Release Date	10/09/2021
3.	Tender Document Fee	Nil
4.	Last date for submission of pre-bid queries for clarifications only through e-mail: cpc-hp@ajj.gov.in	on or before 20/09/2021 upto 11:00 AM
5.	Last date (deadline) for submission of e-bids (to be submitted online in H.P. Government e-Procurement portal https://hptenders.gov.in)	on or before 20/10/2021 upto 11:00 AM
6.	Opening of Technical bids	21/10/2021 at 02:30 PM
7.	Contact details and email id for queries	0177-2888456, 2888422 Email: cpc-hp@ajj.gov.in

TECHNICAL CRITERIA

(OEM Authorization form in format given at Annexure-B is to be submitted separately for each quoted component i.e. Desktops, Printers, Servers and UPS)

Note:- Quantity can be increased or decreased at the discretion of High Court of Himachal Pradesh.

1. i5 Desktop (16 no. approximately)

Sl. No.	Computer System Type	Intel i5 Regular Desktop or Equivalent
1	Make, Model	(To be given by the bidder - exactly and in specific)
2	Category	Business (for work) segment (Not Home segment)
3	Form Factor	Small Form Factor (Tool less Design, Less than 8 Ltrs),
<i>Processor & Motherboard</i>		
4	Processor Family	Intel Core i5 (10th Gen or Higher), Intel B460 Chipset
5	Base Frequency	3.1 GHz or more
<i>Memory & Disk Storage</i>		
6	System Memory (RAM)	8 GB RAM DDR4 @ 2666 Mhz
7	Expandable Memory	Expandable upto 64GB
8	Hard Disk	1 TB SATA 7200 RPM Hard Disk
<i>Platform / Architecture</i>		
9	Preloaded Operating System	Ubuntu 16.04/18.04/20.04 (Note: The customized version of Ubuntu OS to be preloaded will be provided by the High Court of Himachal Pradesh)
10	OS Certification	Ubuntu 16.04/18.04/20.04
<i>Display & Graphics</i>		
11	Screen Size & Resolution	21.5" LED Monitor (1920 x 1080)
<i>Input</i>		
12	Web Camera	N/A
13	Pointer Device	USB Optical Mouse
14	Keyboard	USB Standard 104 keys keyboard or better
15	DVD Writer	Yes
<i>Audio</i>		
16	Audio	Internal Speakers
<i>Communication</i>		
17	Ethernet	Integrated Gigabit Ethernet (IPv6 compliant)
18	Wireless	WiFi, Bluetooth (Internal)
<i>Ports / Slots</i>		
19	USB Port	4 x USB 2.0 and 2 x USB 3.0
<i>Power Supply & Energy Efficiency (Green Compliance)</i>		
20	Power Supply / Adaptor	Optimum Wattage SMPS to support full use of system with all USB ports utilized
21	Energy Certification	ENERGY STAR ; EPEAT Silver rating or higher;

<i>Other Specifications</i>		
22	Hardware Drivers	Vendor to provide drivers for Ubuntu-Linux 16.04/18.04/20.04
23	OEM Product	Annexure B
24	Security	Chassis Intrusion Switch
<i>Warranty & Service Support</i>		
25	Warranty	3 years on site Warranty to be provided by OEM directly or through the vendor.
26	Service Centre	Must have OEM Authorised Service Centre in Himachal Pradesh.
All the above specifications should be read as equivalent or higher (Note:- If any additional feature please mention).		

2. 600 VA LINE INTERACTIVE UPSs (Qty. 16 nos. approximately)

1.	Capacity	600 VA
2.	Technology	Line Interactive with Micro Processor Controlled Design
3.	Input Voltage	140 - 300 VAC
4.	Input Power Factor	0.98
5	Output Voltage and Frequency (On Battery)	230 V +/- 10%
6.	Battery Type	Maintenance-free sealed Lead-Acid battery with suspended electrolyte : leak proof
7.	Efficiency	75% or more at Full Load
8.	Output Wavetype	Quasi Sine Wave or better
9.	Transfer Time	<= 5 milliseconds
10.	Load Power Factor	0.6 leading to unity
11.	Other Features	Cold Start, Auto Start, Generator Compatible
12.	Protections from	Surge, Short Circuit, Spikes, DC Undervoltage and Overload, Low Battery
13.	Indicators	Mains On, Battery, Charge, Overload
14.	Alarms	Low Battery, Mains Off, Tripping
15.	Operating Environment	0 – 40 °C
16.	Operating Relative Humidity	0 – 95%
17.	Audible noise at 1 meter from surface of unit	Not more than 40.00 dBA
18.	Output Sockets	3 or more with 3 pin
19.	OEM	Annexure B
20.	Warranty	2 years Onsite warranty on UPS & two year on batteries

Please: Any higher specification would also be acceptable but not the lower one.

3. Monochrome Laser single function Printer (12 no. approximately)

Sr. No.	Parameter	Minimum required Technical specifications
Print		
1	Printing Method	Monochrome Laser
2	Printing Speed (A4)	18 ppm
3	Printing Technology	Laser
4	Cartridge Technology	Composite Cartridge
5	Type of Printing	Mono
6	Toner cartridge yield	1600 pages or higher
7	Print Resolution	600x600 dpi
8	First Printout Time	Less than 8 seconds
9	Available Paper Size	Plain Paper, Heavy Paper, Recycle Paper, Label, Index Card, Envelope
Paper handling		
10	Number of Main Paper Trays	1
11	Each Main Paper Tray Capacity	150 sheets
Connectivity & Software		
12	Network Connectivity	No
13	Network Interface	No
14	Standard Interface(s)	USB 2.0 High-Speed
15	Compatible Operating System	Ubuntu 16.04/18.04/20.04
General Specifications		
16	Memory	32 Mb
17	Monthly Duty Cycle	5000 pages
18	OEM Product	Annexure B
19	Warranty	1 Year on site
All the above specifications should be read as equivalent or higher (Note:- If any additional feature please mention) .		

4. Monochrome Laser Duplex Network Printer (5 no. approximately)

Sr. No.	Parameter	Minimum required Technical specifications
1	Printing Method	Monochrome Laser auto Duplex Printing.
2	Printing Speed (A4)	28 ppm
3	Printing Technology	Laser
4	Cartridge Technology	Composite Cartridge
5	Type of Printing	Mono
6	Toner Cartridge Yield (Mono)	1600 pages or higher

7	Print Resolution	600x600 dpi
8	Available Paper Size	Plain Paper, Heavy Paper, Recycle Paper, Label, Index Card, Envelope
	Paper handling	
9	Number of Main Paper Trays	1
10	Each Main Paper Tray Capacity	250 sheets
	Connectivity & Software	
11	Network Connectivity	Yes
12	Network Interface	Ethernet 10/100
13	Standard Interface(s)	USB 2.0 High Speed
14	Network Security(Wired)	IP/ Mac address filtering
15	Compatible Operating System	Ubuntu 16.04/18.04/20.04
	General Specifications	
16	Memory	256 Mb
17	Monthly Duty Cycle	30000 pages
18	OEM Product	Annexure B
19	Warranty	01 Year on site
	All the above specifications should be read as equivalent or higher (Note:- If any additional feature please mention).	

5. Monochrome Multifunction Laser Printer (3 no. approximately)

Sr. No.	Parameter	Minimum required Technical specifications
1	Printing Method	Monochrome Laser(Print, Copy, Scan)
2	Printing Speed (A4)	25 ppm or better
3	Printing Technology	Laser Auto Duplex
4	Cartridge Technology	Composite Cartridge
5	Type of Printing	Mono
6	Toner Cartridge Yield (Mono)	1600 pages or higher
7	Print Resolution	600x600 dpi
	Paper handling	
8	Number of Main Paper Trays	1
9	Each Main Paper Tray Capacity	250 sheets
	Connectivity & Software	
10	Standard Interface(s)	USB 2.0 High Speed
	General Specifications	
11	Memory	128 MB
12	Monthly Duty Cycle	15000 pages
	OS Compatibility	Ubuntu 16.04, 18.04 and 20.04.

13	OEM Product	Annexure B
14	Warranty	01 Year on site
All the above specifications should be read as equivalent or higher (Note:- If any additional feature please mention).		

6. Tower Servers (6 no. approximately)

Sr. No.	Parameter	Minimum required Technical specifications
	Print	
1	Form Factor	Tower (5U)
2	Processor	1 x Intel Xeon Silver 4208 (8 Core).
3	No. of Processors	Support up to 2 Processor
4	RAM	64GB RDIMM 3200 Mhz Memory (16 DIMM Slots)
	RAM Expandable upto	1 TB
5	RAID	PERC H330 RAID Controller
6	HDD	3 x 1.2 TB 10K 2.5" Hot Swap SAS HDD
7	HDD Expandable	Support up to 16 Hard Disks
8	Power Supply	Dual Redundant Power Supply
9	DVD Writer	Internal DVD Writer
10	PORTS	2 x 1GbE LOM, 1 dedicated iDRAC port, 1 VGA video port, 1 serial port, Up to 5 PCIe Gen3 slots, 9 x USB (5 x USB 2.0, 4 x USB 3.0)
11	Accessories	USB Keyboard, USB Optical Mouse & 19.5" LED Monitor from same OEM
12	OS Compatibility	Compatible with Ubuntu server edition 12.04/14.04/16.04. (Note: The customized version of Ubuntu Server to be preloaded will be provided by the High Court of Himachal Pradesh)
13	Warranty	3 Years onsite Warranty to be provided by OEM directly or through vendor
All the above specifications should be read as equivalent or higher (Note:- If any additional feature please mention).		

Please: Any higher specification would also be acceptable but not the lower one.

7. 2 kVA UPSs for tower servers (06 nos. approximately)

	Parameters	2KVA INBUILT BATTERY SYSTEM
1.	Rating	2 kVA Tower Model
2.	kVA	2 kVA.
3.	kW	1800 Watts
4.	Operating Temperature Range	0 to 40 Degree @ 100%

		Load @ 50 Degree with 50% Load
5.	Storage Temperature	-15°C~60°C
6.	Relative Humidity	0-95% No condensates
7.	Altitude	<1000m
8.	Acoustic Noise	40 dBA @ 1 Meter
9.	Cooling	Forced air cooling by the internal fans
10.	Input Socket	IEC C13
11.	Output Socket	IEC C14
12.	No of output sockets	4 No's + Terminal Block
13.	Rated Input Voltage	208/220/230/240 Vac
14.	Maximum working input voltage range	160 to 300 Vac @ 100% Load
15.	Maximum working input voltage range	100 to 300 Vac @ 50% Load
16.	Input Power Factor	0.99
17.	Input THDi%	5%
18.	Generator Set	Yes 1.5 x UPS Capacity
19.	Rated kVA	2000 VA
20.	Rated kW	1800 Watts
21.	Load type	Resistive load/ lagging load/ non-linear load/ transformer load/ lighting load
22.	Load power factor range	0.5~1 lagging
23.	Load Crest Ratio	3:1
24.	Output wave type	Pure sine wave
25.	Online Efficiency	>90%
26.	Rated Battery Voltage	48 Vdc
27.	Battery Type	VRLA (Valve Regulated Lead Acid Battery), 12VDC
28.	Battery Capacity and Number	Inbuilt 9 AH* 4 No's
29.	Maximum charging current	1.5 Amps
30.		
31.	ECO Mode	Yes Available
32.	Communication (Independent SCI)	Yes Available
33.	Intelligent Card slot (Independent SCI)	Yes Available
34.	OVCD	Yes Available
35.	EPO Function	Yes Available
36.	Intelligent Fans Speed control	Yes Available
37.	Auto restart function	Yes Available
38.	Cold start	Yes Available

ELIGIBILITY CRITERIA FOR BIDDERS

1. The tenderer must have its own office or must have a service agent stationed in Himachal Pradesh, and **the tenderer is required to furnish certificate in this behalf**. Tenderer should provide escalation matrix for their sales & support function. The vendor must have a strong telephone/web based customer care cell and complaint registration mechanism.
2. A copy of the Registration number of the firm with attested copies of Articles of Association (in case of Registered Company), Byelaws and certificates of registration (in case of registered co-operative society), partnership deed (in case of partnership firm) should be submitted. Proprietorship establishment need to submit PAN Card and other valid licenses/registration certificates.
3. The tenderer shall have to attach the details of its Company in the format as per **Annexure-A**.
4. The tenderer shall have to attach OEM authorization form as per **Annexure-B** (Authorization to be taken from the hardware OEM).
5. The Certificate in **Annexure-C** from the Company Secretary or the Managing Director in respect of the Company and from the Managing Partner in respect of a firm and from the Proprietor in the case of a proprietorship concern to the effect that the bidder is not currently **blacklisted** by any Government organization/agency in India or abroad.
6. The commercial proposal submission form (On Bidder's letter head) as per **Annexure-D** is also required to be uploaded with the Technical Bid.
7. The tenderer must have a turnover of **Rs. 1 Crores** consolidated for the last three financial years and a certificate to this effect duly issued by a Chartered Accountant must be annexed with **Annexure-A**.
8. The tenderer must be an **income tax assessee** for the last three financial years and **copies of income tax returns** for three financial years must be submitted with **Annexure-A**.

Note: *The bidder will have to produce the original documents at Sl. No. 1 to 8 (as above) as and when demanded.*

COMMERCIAL / FINANCIAL BID

1. The commercial bid must specify the rate for supply and installation and Technical Support of Computer Hardware as given in the technical bid and it also should specify the amount of GST which would be chargeable. The rate must be specified including GST.
2. The commercial bid must contain a clear cut stipulation to the effect that the warranty for Computer Hardware would be comprehensive onsite warranty including all spares etc.
3. The commercial bid must be contained in **BoQ Sheet** available with the uploaded tender documents. However, the undertaking as per **Annexure-D** is also to be uploaded on the eProcurement Web Portal along with other required documents.

4. The rates approved after calling tender shall remain valid for the period of 01 (one) year from the date of issue of supply order, so that the hardware may be purchased as per the additional future requirement.

OTHER TERMS AND CONDITIONS

1. INSTRUCTIONS TO BIDDER

- a) The instructions for bidders on how to submit the bid is available on the website i.e. <https://hptenders.gov.in/nicgep/app?page=BiddersManualKit&service=page>.
- b) The bid is non-transferable.
- c) The bidder shall have to furnish at least 2% as earnest money deposit (EMD) of the total amount quoted including G.S.T. as applicable tax etc., which should be submitted in the form of bank draft in the name of Registrar General, High Court of Himachal Pradesh. **However, exemption in depositing EMD is applicable for MSME registered firms.** The earnest money of unsuccessful tenderer shall be returned within a reasonable time. No interest will be payable on the amount of the EMD. The EMD of successful tenderer shall be returned after he furnishes requisite Performance Security.
- d) The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding Documents. Failure to furnish all the information required in the bidding Documents or submission of a Bid not substantially responsive to the bidding Documents in every respect, shall be at the Bidder's risk and may result in rejection of the Bid. The Bid is liable to be rejected outright without any intimation to the Bidder, if complete information as called for in the Tender Document is not given therein or if any particulars asked for in the Forms/ proforma in the Tender are not fully furnished.
- e) The Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialed by the person or persons signing the Bid in original.
- f) Copy of all documents at Sl. No. 1 to 8 as defined under Eligibility Criteria, in a single file (.pdf) along with Bill of Quantity (BoQ) (.xls) and **Annexures- A to F** should only be uploaded on the e-procurement website i.e. <https://hptenders.gov.in> . The original instrument of earnest money be sent to the office of "Registrar General, High Court of Himachal Pradesh, Ravenswood, Shimla-171001" in the envelop with **super scription** on the top **"Short Term Tender/bid for the Supply and Installation of Computers, Printers and UPS.**
- g) The successful Bidder shall not depute any such person in the High Court who is a party to a litigation pending in this Court.
- h) The Technical Bid shall be complete in all respects and contain all information asked for, except prices. It shall not contain any price information. The Technical Bid Documents must be submitted in an organized and neat manner. **All pages shall be serially numbered. Enclosures in the Technical Bid are to be uploaded alongwith following Check-List:**

S. No.	Description	Compliance (Y/N)	Refer Page No. in the Bid
1.	Details of the Tenderer (Annexure-A)		
2.	OEM Authorization Form (Annexure-B)		
3.	Clean Track Declaration Record (Annexure-C)		
4.	Commercial Proposal Submission Form (Annexure-D)		
5.	Technical Bid(Annexure-E)		
6.	Letter for acceptance of all Terms and Conditions of Tender Document (Annexure-F)		
7.	Authorization letter of the person involved in the bidding process.		

2. AMENDMENT OF TENDER DOCUMENT

- a) The High Court may, at its discretion, extend the deadline for submission of Bids by amending the Tender Document. In such case, all rights and obligations of the Tender Issuer and Bidder, subject to the deadline will thereafter be subject to the deadline as extended.
- b) At any time prior to the submission of Bids, the Tendering Authority may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Bidder, modify, change, incorporate or delete certain conditions in the Tender Document.
- c) The corrigendum regarding amendments, if any, shall be published on e-procurement website i.e. <https://hptenders.gov.in> and on High Court's Official Website, Website of H.P. Judicial Academy and Website of H.P. State Legal Services Authority. Bidders are advised to periodically browse/ check these websites to find out any further Corrigendum/ Addendum/ Notice published with respect to this Tender. All such amendments shall be binding on them.

3. OPENING OF BIDS

- a) Bids shall be opened by the Tendering Authority in the presence of Bidder's representative who chooses to attend as per the Schedule. The Bidder's representative who is present shall sign evidencing their attendance. Only one representative per Bidder shall be permitted to be present at the time of opening the Bids.

4. EVALUATION OF BIDS

- a) The Tender Evaluation Committee constituted by the High Court, shall evaluate the Tenders. The decision of the Evaluation Committee in the evaluation of the Technical Bids and Commercial Bids shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- b) Only technically qualified Bids will be processed for Financial/ Commercial Evaluation.
- c) High Court may call any or all Bidders for negotiation.

High Court may waive any minor informality or non-conformity or irregularity in a Bid.

5. AWARD OF CONTRACT

- a) **Award Criteria:**

High Court will award the Contract to the successful Bidder, on the basis of techno-commercial evaluation and it will not be binding upon the High Court, to accept the lowest Bid. High Court reserves the right to award Contract to one or more Bidders.

b) Right to Accept/ Reject any Bid or all Bids:

High Court reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Tendering Authority's action.

c) Notification of Award:

Prior to the expiration of the period of Bid validity, Tendering Authority will issue Purchase/ Supply order to the successful bidder in writing and same shall be presumed as award of Contract. The notification of award will constitute the formation of the Contract. The tenderer is to do the supply and installation of computer hardware within 30 days from the date of placement of Purchase Order. The successful tenderer has to enter into a comprehensive agreement, as per **Annexure-G**, with the Registrar General, H.P. High Court, Shimla. Terms and Conditions specified in the Tender Document shall become the part and parcel of the Contract Document. The agreement shall be executed within 15 days of issuance of the Purchase Order.

d) The Bid Security (EMD) may be forfeited:

If a bidder withdraws his bid or increases his quoted prices during the period of Bid validity or its extended period, if any; or

In the case of a Successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within the specified duration.

6. DELIVERY AND INSTALLATION

The vendor has to deliver and complete the installation of product within 30 days of issuance of purchase/ supply order at Court complexes at Shilai, Tissa, Jhanduta, Jaisinghpur, Thunag and Banjar. The supplied equipment shall only be opened in the presence of Officer/ Official designated and vendor's representative. Upon satisfactory installation of the equipment, Vendor should obtain installation report from the concerned Judicial Officer. The same shall be submitted along with the bills by the Vendor for payment.

7. PERFORMANCE BANK GUARANTEE

- a) The successful Bidder shall at its own expense submit within fifteen (15) days of the date of notice of award of the Contract or prior to signing of the Contract, whichever is earlier, an unconditional and irrevocable Performance Guarantee as per **Annexure-H** from a Nationalized or Scheduled Bank acceptable to the Tendering Authority, payable on demand, for the due performance and fulfillment of the Contract by the Bidder.
- b) The Performance Security will be for an amount equivalent to 3% of Contract value.

- c) The Performance Bank Guarantee shall be valid until the end of two months after the completion of the Contract with the successful Bidder.
- d) The Performance Bank Guarantee shall be discharged/ returned upon being satisfied that there has been due performance of the obligations of the Bidder under the Contract. However, no interest shall be payable on the Performance Bank Guarantee.
- e) In the event of the Bidder being unable to service the Contract for whatever reason, Tendering Authority would invoke the Performance Bank Guarantee. Notwithstanding and without prejudice to any rights whatsoever of the High Court under the Contract in the matter, the proceeds of the Performance Bank Guarantee shall be payable to the High Court as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. The High Court shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

8. WARRANTY

- a) The Computer Hardware should be under site comprehensive warranty support service from the date of installation.
- b) The vendor should fulfill following conditions during warranty period:
 - i) Vendor would provide the help-desk support services through telephone/ e-mail where users can lodge their complaint.
 - ii) During warranty period, any failure in the quoted Items, Components should be attended within maximum period of 1 working day and should be rectified within maximum of 5 days from the date of lodging of the complaint.
- a) On completion of the Warranty period, the Security Deposit without any interest accrued shall be released after satisfying that proper free warranty support has been provided during warranty period. If considered necessary, suitable amount of penalty shall be recovered from the Vendor out of either already due payments or from their Performance Security Deposit while releasing the Performance Security Deposit.

9. PENALTY

- a) **Failure in maintaining the delivery and installation schedule** - 0.5% (Zero point five percent) per day subject to maximum of 15 days on the Purchase Order Value, thereafter the High Court holds the option for cancellation of the Order and re-procure the same from any other Vendor at the cost of the supplier and forfeit the Earnest Money Deposit of the Vendor.
- b) **Maintenance during warranty period** - During the warranty period any failure in the equipment supplied/ any accessories thereof should be attended within maximum of One (1) working day and should be rectified within maximum period of Five (5) working days from the date of lodging the complaint. Thereafter penalty of 0.5% (Zero point five percent) per day on the Purchase Order Value of impacted machine shall be imposed and if the

defect in the equipments supplied/ any accessories thereof is repaired from elsewhere (in case of non-rectification of the failure within maximum of 5 days), the tenderer shall have to pay the charges of such maintenance/repair along with the penalty or it may be recovered from the Security Amount of Performance.

- c) **Replacement of the faulty system** - Any component, failing at system and subsystem level at least three times in three months, displaying chronic system design or manufacturing defects or Quality Control problem or where the penalty amount on account of downtime has crossed 15% of the system value, will be totally replaced by the Vendor at his cost and risk within 30 days, from the date of last failure.
- d) **Limitation of Liability** - Taking into consideration all the above cases, the total penalty that can be levied on the Vendor shall not exceed the purchase order value.

10. FAILURE TO AGREE WITH THE TERMS & CONDITIONS OF THE BID/ CONTRACT

Failure of successful bidder to agree with the Terms and Conditions of the Bid/ Contract shall constitute sufficient grounds for the annulment of the award in which event; Tendering Authority may make the award to the next Best Value Bidder or call for new Bids.

11. PAYMENT TERMS AND CONDITIONS

The terms and conditions for making the payment shall be regulated as per **Rule 108 of the H.P.F.R, 2009**, an extract whereof is annexed as **Annexure-I**.

12. CORRUPT OR FRAUDULENT PRACTICES:

- a) The Tendering Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question.
- b) The Tendering Authority will declare a Bidder ineligible, either indefinitely, or for a stated period of time, to be awarded a Contract if the Tendering Authority at any time determines that the Bidder has engaged in corrupt and fraudulent practices in competing for or in executing a Contract.

13. INDEMNITY:

Bidder shall indemnify, protect and save the Tendering Authority against all claims, losses, cost damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the Hardware and Software supplied.

14. PUBLICITY:

Any publicity by the Bidder in which the name of the High Court of Himachal Pradesh is to be used should be done only with the explicit written permission of the High Court.

The e-Bids submitted without any earnest money or after the last date, or not as per the requirement of this tender document, shall be liable to be summarily rejected and High Court reserves every right to select or reject any or all the tender(s)/bid(s) received, without assigning any reason, whatsoever. However, the Registrar General, may, in view of the facts and circumstances relax the technical criteria.

Encls: Annexures as above.

**By Order etc,
Registrar General
High Court of Himachal Pradesh
Shimla – 171 001.**

Endst. No. As above.

Dated: 10th Sept, 2021.

Copies forwarded to:

1. The System Analyst, NIC, HP High Court, Shimla, with a request to upload the above tender on the website of HP High Court, for larger publicity **(through email only)**.
2. The Director, H.P. Judicial Academy, Ghandal, P.O. Shakrah, Tehsil Dhami, District Shimla-171011, with a request to upload the above tender on the website of H.P. Judicial Academy for larger publicity **(through email only)**.
3. The Member Secretary, H.P. State Legal Services Authority, Block No. 22, SDA Complex, Kasumpti, Shimla-171009, with a request to upload the above tender on the website of H.P. State Legal Services Authority for larger publicity **(through email only)**.

Central Project Co-ordinator

Bid Documents Checklist

S. No.	Description	Compliance (Y/N)	Refer Page No.
1.	Details of the Tenderer (Annexure-A)		
2.	OEM Authorization Form (Annexure-B)		
3.	Clean Track Declaration Record (Annexure-C)		
4.	Commercial Proposal Submission Form (Annexure-D)		
5.	Technical Bid (Annexure-E)		
6.	Letter for acceptance of all Terms and Conditions of Tender Document (Annexure-F)		
7.	Authorization letter of the person involved in the bidding process.		

Annexure A:**DETAILS OF TENDERER**

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sl. No.	Particulars	Details
a)	Name of the Company	
b)	Mailing Address	
c)	Telephone No.	
d)	Fax No.	
e)	Turn-over of the Company for 2015-2016, 2016-2017 and 2017-2018.	
f)	Profit of the Company 2015-2016, 2016-2017 and 2017-2018.	
g)	Valid Income Tax Clearance Certificate	
h)	Whether direct manufacturer or Authorized Dealer	
i)	No. of Technical Personnel Employed	
j)	Particulars of any litigation pending in any Court or Judicial body, if any.	

Date:**Authorized Signatory:**

(Authorization to be taken from Hardware OEM)

Ref. No. _____

Date: _____

To

**The Registrar General,
High Court of Himachal Pradesh,
Ravenswood, Shimla-171001.**

Subject: Tender reference No. HHCCompDCourtsAddIHW/Req2012-I

Sir,

Please refer to your Notice Inviting Tenders for supply and installation of supply and installation of Computer Hardware in the District Courts in the State of Himachal Pradesh.

M/S _____ (Bidder), who is our reliable distributor/partner for the last _____ years, is hereby authorized to quote on our behalf for the subject mentioned tender.

M/S _____ (Bidder) is likely to continue as our business partner during years to come.

We undertake the following regarding the supply of supply and installation of Computer Hardware (Computer Desktops/ 600 VA UPS/ Printers/ Servers) for use in District Courts in the State of Himachal Pradesh as described in the said tender:

We confirm that the product(s) quoted are not "end of life or end of sale products" as on Bid Submission date. If in case the support for the product quoted has been stopped/ withdrawn till the time of delivery of equipment, the same will be changed with the equivalent or superior product at no extra cost.

We also undertake that the support including spares, patches, and upgrades for the quoted products shall be available for 5 years from the signing of contract.

Yours faithfully,

(NAME) (Name of Manufacturer)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having Authorization Letter to bind the manufacturer. It should be included by the Bidder in its bid.

Annexure C: DECLARATION REGARDING CLEAN TRACK RECORD

Date: _____

Tender Reference No.:

To

**The Registrar General,
High Court of Himachal Pradesh,
Ravenswood, Shimla-171001.**

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

Sir,

I have carefully gone through the Terms and Conditions contained in the Tender Document **HHCCompDCourtsAddlHW/Req2012-I** regarding supply and installation of of Computer Hardware (Computer Desktops/ 600 VA UPS/ Printers and Servers) for use in District Courts in the State of Himachal Pradesh. I hereby declare that my company/firm/proprietorship concern has not been **debarred/black listed by any Government/ Semi Government organization** in India or abroad. I further certify that the competent authority in my company/firm/proprietorship concern has authorized me to make this declaration.

Yours Sincerely,

Name: _____

Designation: _____

Company/firm: _____

Proprietorship concern. _____

Address: _____

(Stamp & Signature)

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

Date: _____

Tender Document No. **HHCCompDCourtsAddlHW/Req2012-I**

To

**The Registrar General,
High Court of Himachal Pradesh,
Ravenswood, Shimla-171001.**

Sir,

We, the undersigned, offer to supply of supply and installation of Computer Hardware (Computer Desktops/ 600 VA UPS/ Printers and Servers) for use in District Courts in the State of Himachal Pradesh.

We have uploaded the Commercial bid in the format of Bill of Quantity (BOQ) sheet on the e-procurement website i.e. <https://hptenders.gov.in>

Cost quoted in BoQ includes Supply, Installation and Technical Support etc.

Our Financial Proposal shall be binding upon us upto expiration of the validity period of the proposal i.e. six months. We also understand you are not bound to accept any proposal you receive either from us or from any other person.

Methodology –

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

Yours sincerely

Name.....

..
In **the** **capacity**
of.....

Signed.....

..
Duly authorized to sign the Application for and on behalf
of.....

Stamp /

Seal.....

Annexure-E: TECHNICAL OFFER FORM

1. i5 Desktop (16 no. approximately)

Sl. No.	Specifications	Desired Value	Offered Value
1	Make, Model	(To be given by the bidder - exactly and in specific)	
2	Category	Business (for work) segment (Not Home segment)	
3	Form Factor	Small Form Factor (Tool less Design, Less than 8 Ltrs),	
<i>Processor & Motherboard</i>			
4	Processor Family	Intel Core i5 (10th Gen or Higher), Intel B460 Chipset	
5	Base Frequency	3.1 GHz or more	
<i>Memory & Disk Storage</i>			
6	System Memory (RAM)	8 GB RAM DDR4 @ 2666 Mhz	
7	Expandable Memory	Expandable upto 64GB	
8	Hard Disk	1 TB SATA 7200 RPM Hard Disk	
<i>Platform / Architecture</i>			
9	Preloaded Operating System	Ubuntu 16.04/18.04/20.04 (Note: The customized version of Ubuntu OS to be preloaded will be provided by the High Court of Himachal Pradesh)	
10	OS Certification	Ubuntu 16.04/18.04/20.04	
<i>Display & Graphics</i>			
11	Screen Size & Resolution	21.5" LED Monitor (1920 x 1080)	
<i>Input</i>			
12	Web Camera	N/A	
13	Pointer Device	USB Optical Mouse	
14	Keyboard	USB Standard 104 keys keyboard or better	
15	DVD Writer	Yes	
<i>Audio</i>			
16	Audio	Internal Speakers	
<i>Communication</i>			
17	Ethernet	Integrated Gigabit Ethernet (IPv6 compliant)	
18	Wireless	WiFi, Bluetooth (Internal)	
<i>Ports / Slots</i>			
19	USB Port	4 x USB 2.0 and 2 x USB 3.0	
<i>Power Supply & Energy Efficiency (Green Compliance)</i>			
20	Power Supply / Adaptor	Optimum Wattage SMPS to support full use of system with all USB ports utilized	
21	Energy Certification	ENERGY STAR ; EPEAT Silver rating or higher;	
<i>Other Specifications</i>			
22	Hardware Drivers	Vendor to provide OEM drivers for Ubuntu-Linux 16.04/18.04/20.04	

23	OEM Product	Annexure B	
24	Security	Chassis Intrusion Switch	
<i>Warranty & Service Support</i>			
25	Warranty	3 years on site Warranty to be provided by OEM directly or through the vendor.	
26	Service Centre	Must have OEM Authorised Service Centre in Himachal Pradesh.	
All the above specifications should be read as equivalent or higher (Note:- If any additional feature please mention).			

2. 600 VA LINE INTERACTIVE UPSs (Qty. 16 nos. approximately)

Sr. No.	Specifications	Desired Value	Offered Value
1.	Make, Model	(To be given by the bidder - exactly and in specific)	
2.	Capacity	600 VA	
3.	Technology	Line Interactive with Micro Processor Controlled Design	
4.	Input Voltage	140 - 300 VAC	
5.	Input Power Factor	0.98	
6.	Output Voltage and Frequency (On Battery)	230 V +/- 10%	
7.	Battery Type	Maintenance-free sealed Lead-Acid battery with suspended electrolyte : leak proof	
8.	Efficiency	75% or more at Full Load	
9.	Output Wavetype	Quasi Sine Wave or better	
10.	Transfer Time	<= 5 milliseconds	
11.	Load Power Factor	0.6 leading to unity	
12.	Other Features	Cold Start, Auto Start, Generator Compatible	
13.	Protections from	Surge, Short Circuit, Spikes, DC Undervoltage and Overload, Low Battery	
14.	Indicators	Mains On, Battery, Charge, Overload	
15.	Alarms	Low Battery, Mains Off, Tripping	
16.	Operating Environment	0 – 40 °C	
17.	Operating Relative Humidity	0 – 95%	
18.	Audible noise at 1 meter from surface of unit	Not more than 40.00 dBA	
19.	Output Sockets	3 or more with 3 pin	
20.	OEM	Annexure B	
21.	Warranty	2 years Onsite warranty on UPS & two year on batteries	

Please: Any higher specification would also be acceptable but not the lower one.

3. Monochrome Laser single function Printer (12 no. approximately)

Sr. No.	Specifications	Desired Value	Offered Value
1	Make, Model	(To be given by the bidder - exactly and in specific)	
2	Printing Method	Monochrome Laser	
3	Printing Speed (A4)	18 ppm	
4	Printing Technology	Laser	
5	Cartridge Technology	Composite Cartridge	
6	Type of Printing	Mono	
7	Toner cartridge yield	1600 pages or higher	
8	Print Resolution	600x600 dpi	
9	First Printout Time	Less than 8 seconds	
10	Available Paper Size	Plain Paper, Heavy Paper, Recycle Paper, Label, Index Card, Envelope	
Paper handling			
11	Number of Main Paper Trays	1	
12	Each Main Paper Tray Capacity	150 sheets	
Connectivity & Software			
13	Network Connectivity	No	
14	Network Interface	No	
15	Standard Interface(s)	USB 2.0 High-Speed	
16	Compatible Operating System	Ubuntu 16.04/18.04/20.04	
General Specifications			
17	Memory	32 Mb	
18	Monthly Duty Cycle	5000 pages	
19	OEM Product	Annexure B	
20	Warranty	1 Year on site	
<p>All the above specifications should be read as equivalent or higher (Note:- If any additional feature please mention).</p>			

4. Monochrome Laser Duplex Network Printer (5 no. approximately)

Sr. No.	Specifications	Desired Value	Offered Value
1	Make, Model	(To be given by the bidder - exactly and in specific)	
2	Printing Method	Monochrome Laser auto Duplex Printing.	
3	Printing Speed (A4)	28 ppm	
4	Printing Technology	Laser	
5	Cartridge Technology	Composite Cartridge	
6	Type of Printing	Mono	
7	Toner Cartridge Yield (Mono)	1600 pages or higher	
8	Print Resolution	600x600 dpi	
9	Available Paper Size	Plain Paper, Heavy Paper, Recycle Paper, Label, Index Card, Envelope	
	Paper handling		
10	Number of Main Paper Trays	1	
11	Each Main Paper Tray Capacity	250 sheets	
	Connectivity & Software		
12	Network Connectivity	Yes	
13	Network Interface	Ethernet 10/100	
14	Standard Interface(s)	USB 2.0 High Speed	
15	Network Security(Wired)	IP/ Mac address filtering	
16	Compatible Operating System	Ubuntu 16.04/18.04/20.04	
	General Specifications		
17	Memory	256 Mb	
18	Monthly Duty Cycle	30000 pages	
19	OEM Product	Annexure B	
20	Warranty	01 Year on site	
All the above specifications should be read as equivalent or higher (Note:- If any additional feature please mention).			

5. Monochrome Multifunction Laser Printer (3 no. approximately)

Sr. No.	Specifications	Desired Value	Offered Value
1	Make, Model	(To be given by the bidder - exactly and in specific)	
2	Printing Method	Monochrome Laser(Print, Copy, Scan)	

3	Printing Speed (A4)	25 ppm or better	
4	Printing Technology	Laser Auto Duplex	
5	Cartridge Technology	Composite Cartridge	
6	Type of Printing	Mono	
7	Toner Cartridge Yield (Mono)	1600 pages or higher	
8	Print Resolution	600x600 dpi	
	Paper handling		
9	Number of Main Paper Trays	1	
10	Each Main Paper Tray Capacity	250 sheets	
	Connectivity & Software		
11	Standard Interface(s)	USB 2.0 High Speed	
	General Specifications		
12	Memory	128 MB	
13	Monthly Duty Cycle	15000 pages	
14	OS Compatibility	Ubuntu 16.04, 18.04 and 20.04.	
15	OEM Product	Annexure B	
16	Warranty	01 Year on site	
All the above specifications should be read as equivalent or higher (Note:- If any additional feature please mention).			

6. Tower Servers (6 no. approximately)

Sr. No.	Spfications	Desired Value	Offered Value
1.	Make, Model	(To be given by the bidder - exactly and in specific)	
2.	Form Factor	Tower (5U)	
3.	Processor	1 x Intel Xeon Silver 4208 (8 Core).	
4.	No. of Processors	Support up to 2 Processor	
5.	RAM	64GB RDIMM 3200 Mhz Memory (16 DIMM Slots)	
6.	RAM Expandable upto	1 TB	
7.	RAID	PERC H330 RAID Controller	
8.	HDD	3 x 1.2 TB 10K 2.5" Hot Swap SAS HDD	
9.	HDD Expandable	Support up to 16 Hard Disks	
10.	Power Supply	Dual Redundant Power Supply	
11.	DVD Writer	Inernal DVD Writer	
12.	PORTS	2 x 1GbE LOM, 1 dedicated iDRAC port, 1 VGA video port, 1 serial port, Up to 5 PCIe Gen3 slots, 9 x USB (5 x USB 2.0, 4 x USB 3.0)	
13.	Accesories	USB Keyborad, USB Optical Mouse & 19.5" LED Monitor from same OEM	

14.	OS Compatibility	Compatible with Ubuntu server edition 12.04/14.04/16.04. (Note: The customized version of Ubuntu Server to be preloaded will be provided by the High Court of Himachal Pradesh)	
15.	Warranty	3 Years onsite Warranty to be provided by OEM directly or through vendor	
	All the above specifications should be read as equivalent or higher (Note:- If any additional feature please mention).		

Please: Any higher specification would also be acceptable but not the lower one.

7. 2 kVA UPSs for tower servers (06 nos. approximately)

Sr. No.	Specifications	Desired Value	Offered Value
1.	Make, Model	(To be given by the bidder - exactly and in specific)	
2.	UPS Type	2KVA INBUILT BATTERY SYSTEM	
3.	Rating	2 kVA Tower Model	
4.	kVA	2 kVA.	
5.	kW	1800 Watts	
6.	Operating Temperature Range	0 to 40 Degree @ 100% Load @ 50 Degree with 50% Load	
7.	Storage Temperature	-15°C~60°C	
8.	Relative Humidity	0-95% No condensates	
9.	Altitude	<1000m	
10.	Acoustic Noise	40 dBA @ 1 Meter	
11.	Cooling	Forced air cooling by the internal fans	
12.	Input Socket	IEC C13	
13.	Output Socket	IEC C14	
14.	No of output sockets	4 No's + Terminal Block	
15.	Rated Input Voltage	208/220/230/240 Vac	
16.	Maximum working input voltage range	160 to 300 Vac @ 100% Load	
17.	Maximum working input voltage range	100 to 300 Vac @ 50% Load	
18.	Input Power Factor	0.99	
19.	Input THDi%	5%	
20.	Generator Set	Yes 1.5 x UPS Capacity	
21.	Rated kVA	2000 VA	
22.	Rated kW	1800 Watts	
23.	Load type	Resistive load/ lagging load/ non-linear load/ transformer load/ lighting load	
24.	Load power factor range	0.5~1 lagging	

25.	Load Crest Ratio	3:1	
26.	Output wave type	Pure sine wave	
27.	Online Efficiency	>90%	
28.	Rated Battery Voltage	48 Vdc	
29.	Battery Type	VRLA (Valve Regulated Lead Acid Battery), 12VDC	
30.	Battery Capacity and Number	Inbuilt 9 AH* 4 No's	
31.	Maximum charging current	1.5 Amps	
32.			
33.	ECO Mode	Yes Available	
34.	Communication (Independent SCI)	Yes Available	
35.	Intelligent Card slot (Independent SCI)	Yes Available	
36.	OVCD	Yes Available	
37.	EPO Function	Yes Available	
38.	Intelligent Fans Speed control	Yes Available	
39.	Auto restart function	Yes Available	
40.	Cold start	Yes Available	

Annexure-F: LETTER OF ACCEPTANCE OF TERMS AND CONDITIONS

(Letter to the Registrar General, High Court of Himachal Pradesh, Shimla on the Tenderer's Letter Head.)

To,

The Registrar General,
High Court of Himachal Pradesh,
Shimla-171001.

Sir,

Sub:- Out Bid for _____.

With reference to our Bid, having examined and understood the instruction, terms and conditions forming part of the Bid, we hereby enclose our Offer for the supply of the equipment as detailed in your above referred Tender Document.

We further confirm that the Offer is in conformity with the terms and conditions as mentioned in your above referred Tender Document and these shall also be the part of the Agreement at **Annexure-G**.

We also understand that the Registrar General, High Court of Himachal Pradesh, Shimla, is not bound to accept the Offer either in part or in full and the Registrar General, High Court of Himachal Pradesh, Shimla, has right to reject the Offer in full or in part without assigning any reasons whatsoever.

Yours Faithfully,

Authorized Signatories,
(Name & Designation, Seal of the Firm)

Date: _____

Annexure-G: COMPREHENSIVE AGREEMENT

Agreement

This agreement is made on this the ___ day of _____ between the High Court of Himachal Pradesh, Shimla through its Registrar General (hereinafter referred to as "Purchaser") AND M/s _____, through its Authorized Executive/ Personnel Shri/Ms. _____ (hereinafter referred to as "Tenderer"), as follows:

Whereas the Purchaser desirous of purchasing Computer Hardware (Computer Desktops/ 600 VA UPS/ Printers and Servers) for the District Courts in the State of Himachal Pradesh, had published Tender and in response the Tenderer accepting the terms and conditions set out in the Tender notice submitted bid which was accepted.

And whereas the Tenderer accepts the terms and conditions of Purchase/ Supply Order for delivery and installation of the computer hardware / equipment with comprehensive warranty with onsite support at the total cost of Rs. _____/- only.

And whereas the Tenderer has deposited with the Purchaser a sum of Rs _____ as a security (Performance Security) in the form of Bank Guarantee for the fulfillment of this Agreement, which shall remain valid for a period of sixty days (60 days) from the date of completion of contract including warranty period to the best satisfaction of the Purchaser.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The tenderer is to do the supply and installation of supply and installation of Computer Hardware (Computer Desktops/ 600 VA UPS/ Printers and Servers) for use in District Courts within 15 days from the date of placement of Purchase Order and if the installation does not get completed within stipulated time period, penalty as per terms and conditions of the Tender Document shall be imposed.
2. That the Tenderer agrees to assure the onsite warranty of product supplied against supply/ purchase orders No. _____ dated _____ w.e.f _____ to _____. However warranty shall not cover damage from manual breakage, physical damage and natural calamities.
3. The Tenderer shall be fully responsible for the manufacturer's Warranty for all equipment, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship or any defect that may develop under normal use of supplied hardware/ equipment during the Warranty period.
4. That Purchaser/ High Court/ District Court/ State Judicial Academy where the product is installed, can lodge calls in respect of faults/defects in the purchased component or any part thereof at centralized telephone numbers _____, OR email at mail-id _____.

5. That the Tenderer agrees to attend the call within One (1) working day and to rectify the fault within maximum period of Five (5) working days from the date of lodging the complaint. Thereafter penalty of 0.5% (Zero point five percent) per day on the Purchase Order Value of impacted machine shall be imposed and if the defect in the equipment supplied/ any accessories thereof, is got repaired from elsewhere (in case of non-rectification of the failure within maximum of 5 days), the tenderer shall pay the charges of such maintenance/repair along with the penalty or it may be recovered from the Security Performance of amount.
6. Record will be maintained by Tenderer as well as Purchaser / High Court/ District Courts / State Judicial Academy where the product is installed, about machine failures including nature of failure, date and time of the complaint and duration of the total down time.
7. Upon determination of this Agreement, the deposit of Performance Security shall be returned to Tenderer but without interest and after deducting therefrom any sum due by Tenderer to the Purchaser under the terms and conditions of this Agreement.
8. That in addition, the Tenderer shall abide by all the terms and conditions set forth in the Tender Document.
9. That in case of any dispute or difference, it shall be referred to the Arbitrator, as shall be nominated by Hon'ble the Chief Justice, High Court of Himachal Pradesh, in accordance with the provisions of the Indian Arbitration Act, 1996 and the rules framed thereunder.
10. All legal disputes are subject to the jurisdiction of Shimla Courts only, preceded by Arbitration.

FOR AND ON BEHALF OF PURCHASER

SIGNATURES:
NAME:
DESIGNATION:
DATE:

WITNESSES:

IN THE PRESENCE OF

SIGNATURES:
NAME:
DESIGNATION:
DATE:

FOR AND ON BEHALF OF TENDERER

SIGNATURES:
NAME:
DESIGNATION:
DATE:

IN THE PRESENCE OF

SIGNATURES:
NAME:
DESIGNATION:
DATE:

Annexure-H: PERFORMANCE SECURITY FORM

To,
Registrar General,
High Court of Himachal Pradesh,
Ravenswood, Shimla – 171001.

WHEREAS _____ (Name of Tenderer) has undertaken the Contract, as per Tender No. _____ dated _____ to supply _____ (Description of goods and Services) hereinafter called "the Contract".

(Guarantee shall be restricted to an amount not exceeding INR _____).

1. In consideration of **the Himachal Pradesh High Court** (hereinafter called "HPHC") having agreed to exempt M/S _____ (hereinafter called "the said Contractor(s)") from the demand under the terms and conditions of Tender No. _____ issued by the High Court of Himachal Pradesh for purchase of _____ for _____ from security deposit for the due fulfillment by the said contractor of the terms and conditions contained in the said Tender of a Bank Guarantee for _____ on demand.
2. We _____ (Bank Name) a company incorporated under the Companies Act, 1956 and a banking company within the meaning of Banking Regulation Act, 1949 and having Registered Office at _____ and one of its branches at _____ do hereby undertake to pay INR _____, the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the HPHC. Any such demand made on the Bank by the HPHC shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the HPHC and we _____, bound ourselves with all the directions given by HPHC regarding this bank guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.
3. We _____ undertake to pay to the HPHC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding before any court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We _____, further agree that the performance guarantee herein contained shall remain in full force and effective up to ___/___/___ and that it shall continue to be enforceable for above specified period till all the dues of HPHC under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the HPHC certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We _____, further agree with the HPHC that the HPHC shall have the fullest liberty without our consent and without affecting in any manner our

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

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

7. We _____, lastly undertake not to revoke this guarantee except with the prior consent of the HPHC in writing.

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

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

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

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

- 108. Advance or On Account payment to supplier.** - (1) Payment for services rendered or supplies made shall be released only after the services have been rendered or supplies made; provided that Advance or On Account payments may be made in the following cases, namely: -
- (a) to the contractors executing maintenance contracts for servicing of machinery and electronic equipments; and
 - (b) to the contractors executing fabrication contracts, or turn-key contracts.
- (2) Where it is essential to make advance payment under sub-rule (1), the amount shall not exceed the following limits, namely: -
- (a) thirty percent of the contract value to the private contractors; and
 - (b) forty percent of the contract value to a State or Central Government Organization or a Public Sector Undertaking;
- (3) Pro-rata on account payment upto 80% of the supplies made or service rendered may be made pending completion of contract, after assessing the same.
- (4) The Government may relax, the ceilings (including percentage laid down for advance payment) mentioned under sub-rules (2) and (3). While making any advance payment, adequate safeguards in the form of bank guarantee shall be obtained from the contractor.
- (5) Part payment to contractors may be released after he dispatches the goods from his premises depending upon the terms and conditions of the contract.