

High Court of Judicature of Allahabad

SHORT TERM TENDER NOTICE

Notice for Annual Maintenance Contract

393 nos. of 1000 VA Elnova UPS and 255 nos. of 600 VA Microtek UPS

Sealed Tenders are invited for the Annual Maintenance Contract (AMC) of 393 nos. of 1000 VA Elnova UPS and 255 nos. of 600 VA Microtek UPS as per instructions/Terms and Conditions for use in High Court of Judicature at Allahabad and its Bench at Lucknow.

The interested firms may submit their sealed proposal in attached proforma along with Earnest Money Deposit (E.M.D.) of **Rs.15,000.00** through Demand Draft in favour of Registrar General, High Court, Allahabad.

Sealed Tenders addressed to Registrar General, High Court, Allahabad in attached proforma must reach **Computer Centre, High Court, Allahabad** latest by **4th November, 2024 upto 2.30 p.m.** Tender shall be opened on **5th November, 2024 at 4.00 p.m. at Computer Centre.**

Sd/-

Registrar General
19/10/2024

High Court of Judicature of Allahabad

SHORT TERM TENDER DOCUMENT

For Annual Maintenance Contract (AMC) of

393 nos. of 1000 VA Elnova UPS and 255 nos. of 600 VA Microtek UPS

Instructions / Terms & Conditions

1. The Registrar General on behalf of High Court Allahabad invites the sealed tender from the interested firms for Annual Maintenance Contract (AMC) of 393 nos. of 1000 VA Elnova UPS and 255 nos. of 600 VA Microtek UPS for the period of two years installed at High Court, Allahabad and its Bench at Lucknow.
2. Tender once submitted cannot be withdrawn.
3. Sealed Tenders addressed to Registrar General, High Court, Allahabad in attached proforma must reach **Computer Centre, High Court, Allahabad** latest by **4th November, 2024 upto 2.30 p.m.** Any tender received by the Computer Centre after the deadline prescribed in tender document will be returned unopened to the firm.
4. **Tender Validity Period** - Quoted rates should be valid for 120 days from the date of opening of tender.
5. The interested firms may submit their sealed tender in attached proforma along with **Earnest Money Deposit (E.M.D.) of Rs.15,000.00** through Demand Draft payable at Allahabad. A tender received without Earnest Money or with Earnest Money of lesser value will be out rightly rejected. Earnest Money shall remain valid for a period of 45 days beyond the Tender Validity Period.
6. Earnest money and Service Level Agreement should be in favour of 'Registrar General, High Court, Allahabad'.
7. The successful Tenderer shall have to sign Service Level Agreement (SLA) within seven working days from the date of issuance of AMC Order by the Hon'ble Court. Format of Service Level Agreement (SLA) is annexed with Tender document. Terms and Conditions, AMC rate etc. will be binding on both the parties.
8. Before the deadline for submission of tender, the High Court may modify the tender documents by issuing addenda. Any addendum thus issued shall be part of the tender documents and same shall be published in the official website of the Court.
9. Each page of the tender document shall be typed or written in indelible ink and shall be signed by the representative duly authorized to sign on behalf of the firm/Company.
10. The tender shall contain no overwriting, alterations or additions, except those to comply with instructions issued by the High Court.
11. The Earnest Money of unsuccessful tenderer will be returned at the earliest after the finalization of the tender and the Earnest Money of successful tenderer will be returned after submission of a valid Performance Bank Guarantee.
12. Successful tenderer will have to submit a Performance Bank Guarantee for 5% of the total value of AMC for a period of 27 months, within 7 working days from the issuance of Annual Maintenance Contract/Order.

13. The tenders received will be opened in the presence of the firms/representatives who choose to attend at the time, date and place specified in the tender document.
14. **Tender Evaluation Method** – Total value wise evaluation.
15. The High Court will award the AMC Order to the firm whose tender has been determined to be substantially responsive to the tender document and who has offered the lowest tender price for the AMC of UPSs subject to quality.
16. Notwithstanding the above clause, the High Court reserves the right to accept or reject any tender, to extend the date of submission & opening if sufficient no. of bids are not received. High Court reserves the rights to terminate the Tender without assigning any reason thereof at any stage.
17. The firm whose tender has been accepted will be informed by letter/email.
18. All applicable taxes, if any at admissible rate, has to be paid by the successful tenderer.
19. Buyer has the sole right to set aside any Terms and Conditions for all the Tenderer during evaluation of the Tender.
20. The successful tenderer shall provide services for the repair and maintenance of the UPS during the normal working hours of the Hon'ble Court viz. 9.30 am to 6.30 pm in all days except Sunday and Gazetted holidays. However, in an exigency the bidder shall have to provide services for the repair and maintenance of the UPS beyond the normal working hours including Sunday and Gazetted holidays.
21. The engineers shall also be available locally to meet urgency / emergency even beyond normal office hours and on holidays. They may also be called to attend complaints in emergency on Gazetted holidays and Sunday. Contact details of the engineers alongwith mobile no. and escalation matrix for resolving the call must be provided by the successful tenderer.
22. The tenderer shall provide parts of same make and configuration or equivalent in performance in place of defective parts during the period of contract including burnt parts, logic card, power supply, charger etc. The contract will be comprehensive (i.e. including replacement of spare parts) and no extra charges whatsoever would be paid.
23. The tenderer shall attend the complain and rectify the fault within 2 working days and if the fault could not be rectified / restored within 2 working days then a standby unit for 1000 VA/600 VA UPS shall have to be provided by the tenderer within next 24 hours to avoid any hindrance in the working of Hon'ble Court. The provision of standby unit does not absolve the tenderer from the responsibility of repairing the fault as early as possible.
24. Schedule preventive maintenance once every six months during the period of the contract is compulsory. Preventive Maintenance can be clubbed with corrective maintenance.
25. In case, batteries require replacement in 1000VA / 600VA UPS's, the same will be provided by the Hon'ble High Court and it will be the responsibility of the tenderer to replace the faulty/old batteries with the provided batteries without any extra cost forthwith.
26. **Penalty** - If stand-by for the faulty 1000 VA/600 VA UPS is provided and the faulty UPS remains non-operational / non-functional beyond permissible period of 15 days then a penalty of Rs. 25/- (Rupees Twenty Five Only) per 1000 VA/600 VA UPS per day shall be deducted from the pending AMC bill.

Besides, if stand-by UPS is not provided and faulty UPS does not become operational / functional within three working days from the date of lodging of

complaint, then penalty of Rs. 50/- (Rupees Fifty Only) per UPS per day, shall be deducted from the pending AMC bill.

27. Penalty amount should not be exceed the AMC amount of the faulty UPS.
28. If at any stage, it is found that the parts supplied by the bidder are duplicate or of inferior quality, the AMC shall be summarily terminated and the Performance Bank Guarantee shall be forfeited and the bidder / firm shall be blacklisted for a period of 5 years.
29. The AMC payment shall be made against Invoice only after satisfactorily completion of service on HALF YEARLY basis after deducting penalty, if any. The payment shall be made directly to the successful tenderer through e-payment only. No advance payment will be made in any case.
30. Bidder will submit a bill for AMC within two weeks of completion of each Half yearly period.
31. Duration of AMC may be extended up to one year beyond the initial contract duration on the discretion of the Hon'ble Court on mutual consent.
32. Details of 393 nos. 1000 VA Elnova UPS and 255 nos. 600 VA Microtek UPS are given as under in Table-'A' for AMC. All the UPSs are installed at High Court, Allahabad and its Bench at Lucknow in working condition.

Table-'A'

Sno	Make/Model	Quantity
1	Make- Elnova Model - 1000 VA (Containing 2 x 7AH/12V SMF battery) AMC expired on 30.05.2024	393 (343-Allahabad + 50 Lucknow)
2	Make- Microtek Model - 600 VA (Containing 1 x 7AH/12V SMF battery) AMC expired on 30.05.2024	255 (180-Allahabad + 75 Lucknow)
Total		648

High Court of Judicature of Allahabad
For Annual Maintenance Contract (AMC) of
393 nos. of 1000 VA Elnova UPS and 255 nos. of 600 VA Microtek UPS

General Information

1.	Name of the firm	
2.	Full address of firm along with Contact Person Telephone no. Fax no. E-mail address:	
3.	Income Tax Registration no. with place <i>(Copy enclosed)</i>	
4.	GST No. and related details <i>(Copy enclosed)</i>	
5.	Kindly mention and enclose at least two AMC Order of same or similar products.	
6.	Any other information you feel necessary <i>(Separate sheets may be used if required)</i>	
7.	Procedure for maintenance call registration and solution <i>(Separate sheets may be used if required)</i>	
8.	Details of earnest money attached. (i) Amount Rs. (ii) Bank Draft No. (iii) Bank Draft issuing date (iv) Drawn on (Bank)	(i) Rs. (ii) (iii) (iv)
9.	Others	

High Court of Judicature of Allahabad

Financial Sheet

For Annual Maintenance Contract (AMC) of

393 nos. of 1000 VA Elnova UPS and 255 nos. of 600 VA Microtek UPS

installed at High Court, Allahabad and its Bench at Lucknow

Sl. No.	Name of Brand/make with Model No.	Unit AMC Price including GST annually (in Rs.)	Quantity (in nos.)	Total annually (in Rs.)
1	UPS (1000 VA) Make/Brand - Elnova Model No. - 1000 VA (Containing 2 x 7AH/12V SMF battery)		393	
2	UPS (600 VA) Make/Brand - Microtek Model No. - 600 VA (Containing 1 x 7AH/12V SMF battery)		255	
	A) TOTAL AMC value for 1st year (inclusive all)			
	B) TOTAL AMC value for 2nd year (inclusive all)			
	TOTAL AMC value for 2 years (A + B)			

Total value of AMC (inclusive all) for 2 years in words : Rupees_____.

(Above quoted rates must be all inclusive and valid for 120 days from the date of opening of tender)

(Signature of Tenderer with Stamp and date)

SERVICE LEVEL AGREEMENT

BETWEEN

HIGH COURT OF JUDICATURE AT ALLAHABAD

AND

M/s _____ (Successful Tenderer)

FOR ANNUAL MAINTENANCE CONTRACT OF U.P.S.

PREAMBLE:

This agreement is made on _____th day of _____, 2024 between the High Court of Judicature at Allahabad through its Registrar General, herein after referred to as HIGH COURT (which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office or assignee) of the one part and M/s _____ (Successful Tenderer), hereinafter referred to as _____ (which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office or assignee) of the other part.

WHEREAS:

HIGH COURT is desirous of entering into an agreement with M/s _____ for Annual Maintenance of U.P.S. as listed in **Annexure-A**. These UPS's are installed at High Court of Judicature at Allahabad and its Bench at Lucknow.

M/s _____ is desirous of renting such services under terms and conditions as per this contract.

CONTRACT:

M/s _____ agrees to maintain UPS's as listed in **Annexure-A** in accordance with the provisions laid down in the agreement, at charges as given in the agreement/contract deed for the contract period.

CONTRACT PERIOD:

For the equipment under maintenance with M/s _____, the Maintenance Contract will be valid for two years period i.e. _____ / _____/2024 to _____ / _____/2026.

SCOPE AND SERVICES:

M/s _____ agrees to provide the following services under the agreement / contract to keep the UPS's in good working condition.

Scheduled preventive maintenance once in every six months during the period of the agreement / contract for all UPS's as detailed in **Annexure-A**. Preventive Maintenance can be clubbed with corrective maintenance.

M/s _____ would submit these Call Sheets/Preventive Maintenance Reports to HIGH COURT. In case, M/s _____ fails to submit Preventive Maintenance Reports, Penalty Clause will apply for UPS and matter will be taken up with M/s _____ at appropriate level by the HIGH COURT.

Unscheduled, on call corrective and remedial maintenance service to set right the malfunctions of the UPS's. This includes replacement of unserviceable parts. The parts replaced will be either of the same make and configuration or equivalent in performance to the parts which have become defective. M/s _____, in consultation with the

HIGH COURT, shall decide whether a defective item or component is to be replaced or repaired. The defective part, removed from the system will become the property of M/s _____.

TERMS:

1. The agreement /contract may be renewed further on same Terms & Conditions, provided HIGH COURT is satisfied with the services of M/s _____ or on the Terms & Conditions mutually agreed by HIGH COURT and M/s _____. HIGH COURT can terminate the agreement/contract at any time by giving one month notice in writing.
2. U.P.S.s maintenance charges shall not include the cost of consumables and supply items such as Battery, Power Cable etc.
3. For downtime calculation, the day on which the call is closed will not be taken as part of downtime. Also, if the HIGH COURT is not able to hand over the UPS to engineer for maintenance purpose, such time will not be considered for the downtime penalty.
4. In case of intermittent failures and repetitive problems, due to improper diagnosis or repair, the UPS will be treated as continuously down.
5. This contract extends only to problems arising out of normal functioning of equipments and the contract does not cover break down or services or spares cost, arising out of damages caused due to fire, theft, earthquakes, storm and other natural calamities.
6. In case, batteries require replacement in 1000VA / 600VA UPS's, the same will be provided by the HIGH COURT and it will be the responsibility of the M/s _____ to replace the faulty/old batteries with the provided batteries without any extra cost forthwith.
7. Service Call report/Call Sheet is mandatory after each visit of Service Engineer at HIGH COURT. Required no. of Service Engineers of M/s _____ competent enough to resolve UPS issues shall always be available at Allahabad and Lucknow.
8. At the time of expiry of the agreement /contract, the M/s _____ will ensure that all the UPS's are in good and working condition.
9. Any new hardware will be brought into maintenance through a written intimation or the Addendum. The new hardware will be inspected by M/s _____ and its maintenance will be taken up after acceptance of the same. In case, HIGH COURT decides to withdraw equipment from agreement / contract during the Maintenance Service / Contract period, the same would be taken out of this contract after giving written information to M/s _____.
10. Any damage to the UPS when the UPS gets burnt due to site problem would not be covered under this contract and it will be discussed mutually on case to case basis.

SERVICE ASSURANCE:

M/s _____ shall attend the complain and rectified the fault within 2 working days and if the fault could not be rectified / restored within 2 working days then a standby unit for 1000 VA/600 VA UPS shall have to be provided by M/s _____ within next 24 hours to avoid any hindrance in the working of HIGH COURT, failing which penalty will be applicable as per Terms and Conditions.

PENALTY:

1. Downtime Penalty :

If stand-by for the faulty 1000 VA/600 VA UPS is provided and the faulty UPS remains non-operational / non-functional beyond permissible period of 15 days then a penalty of Rs. 25/- (Rupees Twenty Five Only) per 1000 VA/600 VA UPS per day shall be deducted from the pending AMC bill.

Besides, if stand-by UPS is not provided and faulty UPS does not become operational / functional within three working days from the date of lodging of complaint, then penalty of Rs. 50/- (Rupees Fifty Only) per UPS per day, shall be deducted from the pending AMC bill.

Penalty amount should not be exceed the AMC amount of the faulty UPS.

2. Preventive / Corrective Maintenance Penalty :

Penalty on failure of scheduled Preventive / Corrective Maintenance would be as follows :

Sno.	Product	Penalty per day per item (in Rs.)
1	1000 VA Elnova UPS	25.00
2	600 VA Microtek UPS	25.00
Note: Penalty amount should not be exceed the AMC amount of the UPSs whose Preventive / Corrective Maintenance is pending.		

PRICE :

Table-'A'

Sno.	Product	Quantity	AMC price per UPS annually (in Rs.)
1.	1000 VA Elnova UPS (Containing 2 x 7AH/12V SMF battery)	393 (343-Allahabad + 50 Lucknow)	
2.	600 VA Microtek UPS (Containing 1 x 7AH/12V SMF battery)	255 (180-Allahabad + 75 Lucknow)	
TOTAL AMC value of UPS for 2 years (inclusive all)			

PAYMENTS TERMS:

The payment will be released half yearly after adjusting penalty, if any. M/s _____ will submit a bill for Annual Maintenance Contract within two week of completion of each half yearly period.

CALL REGISTRATION AND COMPLETION:

A complaint register will be maintained at HIGH COURT and its Bench at Lucknow in the format as in Annexure‘B’. Service Engineer of M/s _____ will ensure that complaint is attended timely. M/s _____ will acknowledge each call with a unique Call No., which is to be used for reference in future.

M/s _____ will prepare the Service Call report/Call Sheet in duplicate, which will be signed by officer / officials of HIGH COURT and Service Engineer of M/s _____. One copy of Service Call report/Call Sheet will be given to the HIGH COURT and other will be retained by M/s _____.

Contact persons of HIGH COURT	Address of M/s _____
At Allahabad Sri Ashwini Kumar System Manager, High Court, Allahabad e-mail: computer@allahabadhighcourt.in	
At Lucknow Bench, Lucknow Sri Abhay Srivastava System Manager, High Court, Allahabad e-mail: computer_lko@allahabadhighcourt.in	

FORCE MAJEURE:

M/s _____ shall not be liable or deemed to be at fault of any delay or failure in performance stated herein under resulting directly or indirectly from causes beyond its reasonable control and if M/s _____ is prevented from performing its function under the instrument for a period longer than six months. M/s _____’s liability ceases under this agreement / contract and in both the cases, both the HIGH COURT and M/s _____, shall discuss the course of action to be taken afterwards.

GENERAL PROVISIONS:

This agreement shall supersede all previous communications except Terms and Conditions of Tender, both oral and written and the provisions herein contained shall not be omitted, added to or amended in any manner except in writing and signed by both HIGH COURT and M/s _____ hereof.

ARBITRATION CLAUSE:

In case of any dispute, following arbitration clause will apply:

Any question, dispute or difference arriving under the contract, shall be referred to the sole arbitrator appointed by Hon’ble the Chief Justice, High Court of Judicature at Allahabad whose award shall be final and binding on the HIGH COURT and M/s _____.

For and on behalf of the
High Court of Judicature at Allahabad

For and on behalf of the
M/s _____

Signature:

Signature:

Name:
Designation: Registrar General
Date: __/__/2024
In the presence of
Signature:

Name:
Designation:
Date: __/__/2024
In the presence of
Signature:

Name:
Designation: Registrar General
Date: __/__/2024

Name:
Designation:
Date: __/__/2024

ANNEXURE –A

Sl. No.	Name of Brand/make with Model No.	Unit AMC Price including GST annually (in Rs.)	Quantity (in nos.)	Total annually (in Rs.)
1	UPS (1000 VA) Make/Brand - Elnova Model No. - 1000 VA (Containing 2 x 7AH/12V SMF battery)		393 (343-Allahabad + 50 Lucknow)	
2	UPS (600 VA) Make/Brand - Microtek Model No. - 600 VA (Containing 1 x 7AH/12V SMF battery)		255 (180-Allahabad + 75 Lucknow)	
	A) TOTAL AMC value for 1st year (inclusive all)			
	B) TOTAL AMC value for 2nd year (inclusive all)			
	TOTAL AMC value of UPS for 2 years (inclusive all)			

ANNEXURE –B

Month and Date:

[illegible]