

HIGH COURT OF HIMACHAL PRADESH, SHIMLA – 171001

HHC1-Comp-Hardware-AMC-2017-III
Dated: 23.04.2025

From

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

Subject: Tender for Comprehensive Annual Maintenance Contract (C.A.M.C.) of Computer Hardware installed in the High Court of H.P. as well as in the Additional Complex of High Court, Shimla.

Competitive bids are invited for Comprehensive Annual Maintenance Contract (CAMC) of Computers Hardware installed in the High Court of H.P. as well as in the Additional Complex at Industries Building, Shimla. 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 should be submitted to the Registrar General on or before **26.05.2025 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/ speed post or by hand etc. to the Registrar General on or before **27.05.2025 upto 11:30 AM**

The instructions for bidders on how to submit the bid is available on the website i.e. <https://hptenders.gov.in>

SCHEDULE OF EVENTS FOR SUBMISSION OF THE E-TENDER/BID

Sl. No	Information	Details
1.	Tender No.	HHC1-Comp-Hardware-AMC-2017-III-
2.	Tender Release Date	23.04.2025
3.	Tender Document Fee	Nil
4.	Last date for submission of pre-bid queries for clarifications only through e-mail: cpc-hp@aij.gov.in	02.05.2025 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)	26.05.2025 upto 11:00 AM
6.	Opening of Technical bids	28.05.2025 at 11:00 AM
7.	Contact details and email id for queries.	0177-2888456, 2888422 Email: cpc-hp@aij.gov.in

1. INTENT OF THE HIGH COURT OF HIMACHAL PRADESH:

1.1 High Court of Himachal Pradesh intends to hire the services of a professional company / firm for the award of the **Comprehensive Annual Maintenance Contract (CAMC)** for proper functioning of all Computer Hardware and peripherals as per **Annexure-A** and providing Facility **Management services including installation of software/specialized software/Printer Drivers/Drivers, Windows/Ubuntu/Mac operating system on all the desktops and laptops and Ubuntu/Windows Servers in the Tower/Rack Servers and configuration of Managed Network Switch, Configuration of LAN Ports etc.**

1.2 The bidder selected for award of Comprehensive AMC shall be required to replace all the **defective parts of the equipment with only genuine/original spare parts of respective OEM**

make i.e. replacement of the defective hardware shall only be *“like to like items”*. Only Toner & Cartridge of the printers are excluded from the scope of CAMC whereas other consumables such as fuser units/ sleeves/ gears or any other part is included in the purview of CAMC. In the service report, the details regarding the part number, serial number of the desktop/printer and make must be mentioned clearly by the Resident Engineer.

1.3 The details of equipment's viz. make, model etc. and quantities of the equipment for which CAMC is to be awarded are indicated at **Annexure-A** of tender document. Online e-Bids received as per the prescribed instructions will be evaluated on the basis of documents, qualification/ eligibility criteria as indicated in the tender documents and over all quoted prices. However, Registrar General, High Court of Himachal Pradesh reserves the right to make variation in the quantities to be brought under CAMC at any given point of time.

1.4 The successful bidder shall have to execute a contract/agreement with this office on a **Non-Judicial stamp paper** incorporating the terms & conditions. The Stamp duty for the said contract will be paid by the bidder.

1.5 The successful bidder shall have to submit self-attested copies of Degree/ Diploma certificates (in the field of IT) of the Resident Engineers(REs) deployed in the High Court. The REs must have atleast 1 (one) year of relevant experience.

1.6. The Resident Engineers (REs) deputed by the CAMC vendor shall be solely responsible for resolving all hardware and software-related issues that may arise on systems running Ubuntu, Windows, or macOS during the CAMC period. The In-House Technical Team of the High Court shall not be held accountable for any such issues.

In cases where the REs are unable to resolve an issue, the CAMC vendor must ensure that a qualified engineer is arranged and deployed to resolve the matter within the stipulated time frame as defined in the tender document.

Additionally, the REs shall be responsible for:

- **Troubleshooting of computer hardware items, whether they are under warranty, not under warranty, or not covered by AMC.**
- **Logging and managing complaint tickets with the respective OEMs (Original Equipment Manufacturers) and following up until resolution.**

1.7. The Resident Engineers of the CAMC Vendor must **wear proper formal Uniform with formal Trousers and Identity Card** duly issued by the vendor.

1.8. The Successful bidder/ vendor will not be entitled for any claim of refund for the repairs that are done for the items covered under the CAMC.

2. SCOPE OF COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) AND ITS IMPLEMENTATION

2.1 The CAMC services comprise preventive and corrective maintenance covering hardware as well as installation of Operating Systems, Software, Anti Viruses, MS Office and any other application software etc. along with trouble shooting to make operational all sort of OS/ windows updates/ driver updates/ system software installation like MS Office, Acrobat Reader etc/ Network and replacement of parts and fittings of hardware. Ubuntu OS is mostly used in the High Court, therefore, the REs must be fully conversant with Linux/Ubuntu OS.

CAMC is comprehensive in nature and includes all parts of the computers/ servers/ printer/ scanner/ laptop excluding toner & cartridges of the printers. Any defective part of the hardware has to be repaired/ replaced by the vendor at his own cost. Parts so replaced should

be only new original parts of the OEM depending on the item under contract. All small accessories of computer/ printer/ scanner/ laptop which are essential for running the item are covered under CAMC. All type of adapters, amplified speakers, all power supplies of computers/ printers /laptop / scanner are to be repaired/ replaced by the vendor, irrespective of the cause of the fault development.

The CAMC will also include providing the Facility Management System including software/ specialized software installation/ OS installations ensuring/ configuring network connectivity. The details of the Facility Management Services required is given below.

Details of the Facility Management System:

A. Desktop Management Service

- (a) REs are responsible for installing OS, Software, Anti Viruses, MS Office/ CIS etc. configuration of driver, update latest patches etc. on **all the desktops/laptops and computer hardware covered under this CAMC.**
- (b) REs are responsible for backups and restore for all desktop/ laptops/ server systems along with the user data when formatting is required.

B. Network Management Services

- a) REs are responsible for Networking Switches configuration & Management.
- b) REs are responsible for Networking connectivity issue resolution.

2.2 Number of Resident Engineers to be deployed by the AMC Vendor:

The Resident Engineers (REs) deputed must have minimum 1 (one) year of experience in the relevant field. The successful bidder shall have to depute **4 (four) full time technically qualified Resident Engineers (REs)** for the hardware mentioned in Annexure-A. The REs must be technically experienced in maintenance of all type of computer hardware mentioned in Annexure-A i.e. all type of computers/ printers/ scanners/ SAN Storage/ UPS/ Servers etc. **The AMC Vendor shall have to do the configuration of SAN Storage/ HBA Card Configuration with servers etc.**

- a) The REs will be single point of contact for any complaint related to service who will further contact their company/ bidder. **No separate correspondence shall be made with the vendor in this regard.**
- b) **The REs should inform about any planned leave and will ensure the alternate manpower.**
- c) **REs are responsible for the backup of user data in their own HDD/Pen drive when formatting or updating is required. In case of data loss the vendor is liable for penalty.**
- d) **The REs will also help the High Court of Himachal Pradesh technical team in installation/ shifting of any Computer Hardware even not covered in the CAMC etc. as and when required.**

Resident Engineers (REs) must possess a certified diploma or degree and have a minimum of one year of relevant working experience in computer hardware and various peripherals, including laser printers, scanners, and other equipment, as specified in Annexure-A of the tender document. They should also have experience in software-related maintenance. Each RE must be equipped with their own desktop or laptop with internet connectivity to provide services within the Registry. Additionally, they are required to have their own operating systems and necessary software packages installed, along with a comprehensive maintenance kit. This kit should include essential tools such as a toolbox, multimeter, crimpers, pliers, spanners, diagnostic software,

device driver software, HDD or pen drive, and any other tools necessary to carry out maintenance and support services effectively.

The REs must be available at the High Court of Himachal Pradesh on all working days from 9:15 a.m. to 6:00 p.m., and they are required to mark their attendance daily through the biometric machine or attendance register maintained by the Registry. Once deputed, Resident Engineers should not be frequently replaced without a valid reason to ensure continuity and familiarity with the systems. They will not be entitled to any of the High Court's holidays, including winter vacations and Dussehra holidays, and must be available even after regular office hours in case of urgent requirements or emergencies. The REs will also have to be available during any events/functions being organized by the High Court.

If any equipment covered under the CAMC is taken out of the premises of the High Court of Himachal Pradesh for any repair, it shall be under full responsibility of the vendor, till the same is returned to the concerned branch in satisfactory working condition. Item may be taken out only with the written permission issued by the authority. **In case of emergency/ repairs during holiday and after working hours, the REs shall be made available in the Registry at no extra charges.** The REs shall not carry out any maintenance repair work of any IT Hardware which is not the property of this Registry in High Court of Himachal Pradesh premises. REs have also to provide IT Support during the events of High Court of Himachal Pradesh like high level meetings, events, workshops etc. in the High Court Auditorium on working days and even on non working days for smooth functioning of the event. **If any hardware/part gives repeated problems i.e. 2 (twice) or more repairs in a period of one month time, then the bidder/vendor/REs must replace it immediately with an original new one without any additional cost.** All the components required to be replaced will be only of original make. In the service report, the details of the part number and serial number of hardware must be brought out clearly.

2.3 The vendor shall also provide the regular preventive maintenance service **minimum once in three months which is mandatory** which is cleaning of desktops/ printers and other IT hardware from internally and externally only after office working hours and can be carried out on holidays also with the permission from authorities **for which no extra charges shall be levied.** The Vendor/Bidder/REs are supposed to submit signed preventive maintenance report to the Registrar General on quarterly basis. Under this activity, following jobs are to be done :-

- a) Cleaning of all the Desktops, Printers, Laptops and IT hardware equipment internally and externally using soft cloth, vacuum cleaner, carbon tetra chloride & appropriate polish etc. will be provided by the vendor within CAMC charges.
- b) Installation/ trouble shooting for operational problems related to software/ antivirus.
- c) Up-keeping of Desktops/ HDD/ Scanners/ Switches/ hardware components etc. as per **Annexure-A** to maintain satisfactory performance of the computer hardware.
- d) **The vendor is responsible for providing Computer of latest configuration (minimum 2 nos), stand alone printer (minimum 2 nos), MFD printer (minimum 2 nos), scanner (2 nos), Pen Drives, External Hard drives to the REs of the firm and the High Court will not provide any computer hardware to the REs. This Computer Hardware will be provided to the staff of High Court as backup, as and when the need so arises.**

2.4 The breakdown maintenance call will have to be attended immediately and the computer hardware/ printers etc. will have to be made functional within twenty four hours of logging of the complaint by simultaneously providing alternate computer hardware /systems with identical

configuration till the machine/ computer hardware is repaired. **In case the vendor does not provide back up/ standby computer hardware or repair the faulty Computer Hardware, the penalty will start on the same day, once the complaint is logged with the Resident Engineer, whereas in case the back up computer hardware is provided the penalty will start after 5 working days for the delayed period upto maximum of 10 days after which a review of the CAMC may happen which may lead to termination of contract or further imposition of the penalty as per terms and conditions.**

2.5 Complaint Registers maintained by REs will be kept in Computer Branch, High Court of Himachal Pradesh for registering the complaint. It will be the responsibility of the REs to attend to the call immediately in order to resolve the issue.

2.6 The Bidder/ REs shall always keep **minimum five numbers of each (Keyboard/ Mouse (Branded ones) , 5/8 port unmanaged switches), CAT 6 cable minimum 100 meters** along with the sufficient number of spares, such as CPUs, Monitors, Keyboards, Mouse, Printers, HDDs, Kodak Scanners Spare Parts, cables etc. in the premises of High Court of Himachal Pradesh, as standby so as to use the same whenever any Computer Hardware/ peripherals is taken for repairs. Any cost incurred towards transportation of the faulty/ repaired as well as standby equipment shall be borne by the bidder.

2.7 The Bidder shall not subcontract the maintenance job to any other agency and the bidder shall not take the Computer Hardware to any Third Party Vendor without prior approval and the entire responsibility to repair the Computer Hardware lies with the vendor/ bidder.

2.8 High Court of Himachal Pradesh reserves the right to withdraw any number of equipment (computer/ printer/ scanner/ server/ laptop etc.) from the CAMC at any point of time during the contract.

2.9 REs should have their own vehicle and mobile with them for emergency contact on Sunday/ Holidays. Mobile numbers are to be submitted in advance before deputing any REs for duty at High Court of Himachal Pradesh.

2.10 Any faulty part so replaced by the bidder/ REs is to be submitted back to the Computer Branch, High Court of Himachal Pradesh. Bidder should be fully responsible for any damage to the man & machine that occurs due to faulty workmanship of the bidder/ REs of the bidder during the period of the contract.

2.11 Any damage caused to High Court of Himachal Pradesh property or personnel within High Court of Himachal Pradesh premises by the Vendor/Bidder/REs during the operation of the contract will be to his account and are recoverable.

3. TERMS OF PAYMENT

3.1 No advance payment will be made to the bidder. The performance of the bidder will be monitored/ assessed by the authorities of High Court of Himachal Pradesh, accordingly the payment will be made as per mandate of Rule 108 of H.P.F.R., 2009 subject to the condition that proper Invoice/ Bill is furnished by the bidder well in time. The payment will be released only after deduction of down-time penalty amount etc., if any.

DEDUCTION: If Resident Engineer does not report for duty, vendor should provide alternative REs of the same capacity on the same day. If vendor fails to provide alternate REs, then DEDUCTION @ ₹500.00 per engineer per day upto a maximum 10 days will be deducted from

the bill of CAMC after that review of contract may happen which may further lead to termination of contract.

3.2 High Court of Himachal Pradesh shall have the right of addition/ deletion of the quantity of the items under the contract, either before the start of the CAMC or at the beginning of each month during the CAMC under intimation to the contractor and the payment will be made on pro-rata basis, after deducting penalty amount from payments as per terms and conditions of the contract.

3.3 TDS will be deducted from the contract price payable to the contractor/vendor for performing the service under the contract.

4. PERIOD AND AWARD OF CONTRACT

4.1 The CAMC shall be awarded for a period of one year from the date of entering into contract.

4.2 Performance of the contract: In case the services of the under are not found satisfactory at any time during the period of the contract, Registrar General, High Court of Himachal Pradesh reserves the right to terminate the contract along with forfeiture of the performance security by giving the one month notice to the vendor.

4.3 Tenderer will not be entitled to claim any compensation of what so ever nature if the termination/ cancellation of CAMC is imposed by High Court of Himachal Pradesh for any reason.

Bidders can participate in the bid opening process on given date and time.

5. HANDING OVER

5.1 The bidder shall provide services for minimum **one month** beyond the date of expiry of the contract without any extra cost so that all the equipment under maintenance contract is handed over to the next contractor.

5.2 Any equipment not made available in working condition on the last working day of the contract period shall be rectified/ repaired by the bidder within the next ten working days failing which the bidder/vendor need to supply the new IT hardware against the faulty hardware or the purchase cost thereof shall be deducted from the last/ final CAMC payment.

6. TECHNICAL CRITERIA (The criteria for submission of technical bid are as under)

6.1 The bidder shall have to furnish at least 3% amount as earnest money (EMD) of the total amount quoted including G.S.T. taxes etc., which should be sent in the form of bank draft or a bank guarantee in the name of Registrar General, High Court of Himachal Pradesh. However, the earnest money of unsuccessful tenderer shall be returned within a reasonable time.

6.2 The tenderer must have its own office or must have a service agent stationed in Himachal Pradesh. The tenderer is required to furnish certificate in this behalf.

6.3 The Certificate in **Annexure-B** 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 or penalized in the past** by any Government organization/PSU/ autonomous body in India or abroad.

6.4 The tenderer must have a turnover of Rupees one Crore consolidated for the last three financial years and a certificate to this effect duly issued by a Chartered Accountant must be annexed with the technical bid.

6.5 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 the technical bid.

6.6 The bidders who have been imposed penalty by any State/Central Govt. Department/PSU/ Autonomous body for non-satisfactory AMC Services in the past, shall be technically disqualified straightaway. The bidder must submit undertaking in this regard as per Annexure-B.

6.7 The Resident Engineers (REs) deputed must have atleast 1 (one) year of experience in the relevant field. The successful bidder shall have to depute 4 (four) full time technically qualified Resident Engineers (REs) in the High Court.

6.8 Technical Bids consisting of all technical details along with commercial terms and conditions and financial bid indicating item-wise prices for the items mentioned in the technical bid be submitted separately by the tenderer.

6.9 The financial bids of only technically qualified bidders shall be opened for financial evaluation and ranking before awarding the contract.

6.10 The bidder will have to produce the original documents at Sl. No. 6.2 to 6.5 and 6.7 (as above) as and when demanded.

6.11 No queries shall be entertained after the last date as mentioned for submission of written queries/ clarifications only through e-mail.

6.12 Any tender document received by High Court of Himachal Pradesh after the prescribed date and time of receipt, will be treated as late/ delayed tenders and the same will not be considered for any purpose.

6.13 Bidder has to participate for all the items mentioned in Annexure-A.

6.14 The bidder claiming any exemption from any of the conditions of this tender document/bid shall support his claim with documentary proof failing which the bid shall be rejected.

Note:

The bidder shall be responsible for the software as well as the hardware maintenance including server and network maintenance of the Digital Displays. The firm would also be responsible for providing necessary software for running the digital displays remotely.

It is also brought to the notice of bidders that some of the computer hardware of Annexure-A is in the premises of Additional Complex at Industries Building, Near High Court however, the same has been included in the tender and as such would be covered under CAMC.

The Resident Engineers shall also be responsible to do the maintenance/ installation/ technical support of the computer hardware in the offices at the Residences of Hon'ble the Chief Justice and Hon'ble Judges and Registrars.

The Resident Engineers shall also be responsible for troubleshooting of the products that are under the warranty with the technical support of the original manufacturer.

At the first instance the technical bids shall be opened and financial bids of only the technically qualified bidders shall be opened for financial evaluation. The interested tenderers may also attend the process of opening the technical bids at the relevant date and time. **The interested tenderer shall furnish earnest money to the extent of 2% of the total amount of tender in the shape of a bank draft/ bank guarantee from any recognized banking Institution and the successful tenderer shall have to furnish performance security to the extent of 3% of the total consideration amount of the contract in the shape of a bank guarantee as per format at Annexure-C and also enter into a comprehensive agreement with the Registrar General, H.P. High Court, Shimla.**

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: Annexure as above.	By Order etc. Registrar General, High Court of H.P.
----------------------------------	--

Endst. No. As above.

Dated: 23.04.2025

Copies forwarded to:

- 1.** Co-Ordinator-NIC, High Court of HP, Shimla, with a request to upload the above tender on the website of the High Court, for larger publicity **(through email only)**.
- 2.** The Director, H.P. Judicial Academy, 16 Mile, Shimla-Mandi National Highway, District Shimla-171014, 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.

Annexure-B: DECLARATION REGARDING CLEAN TRACK RECORD

Date: _____

Tender Reference No.: **HHC1-Comp-Hardware-AMC-2017-III**

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 Reference No. HHC1-Comp-Hardware-AMC-2017-III**, I hereby declare that my company/ firm/ proprietorship concern has not been ***debarred/ black listed/ penalized*** by any Government/ Semi Government organization in India or abroad in the past. 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-C: 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.

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

Date: _____

Tender Document No. **HHC1-Comp-Hardware-AMC-2017-I**

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

Sir,

We, the undersigned, offer to undertake the AMC of the computer hardware mentioned in Annexure A ----- (please specify the services that your company is opting for)

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>

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 contract.
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: 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 AMC of the Computer Hardware 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-F.

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-F: AMC HARDWARE AGREEMENT

This Agreement is made on the ____ day of _____, 2025, between the High Court of Himachal Pradesh, Shimla through its Registrar General (hereinafter referred to as **First party**) AND M/s _____ through its proprietor _____, (hereinafter referred to as **Second party**), for maintenance of the Computer Hardware installed in the High Court of Himachal Pradesh, Industries Building near High Court Computer in the Agreement.

WHEREAS :

1. The **First party** is desirous of entering into the Comprehensive Annual Maintenance Contract (C.A.M.C.) Agreement, with the **Second party**, for the maintenance of Computer Hardware, as per the detail given below, installed in its Registry, for a period of one year **w.e.f.** _____, for a sum of _____, inclusive of taxes :

1.1 Computer Hardware Installed in the High Court of Himachal Pradesh, Shimla.

Sl. No.	Item Description	Qty.	Items Covered / Not Covered	
A) LAPTOPS / NOTE BOOKS:				
1)	HP 270 G7 Laptops	2	Inclusive Spares, RAM, HDD, Mother Board, CD/DVD Drive, all Consumables, Charger, CMOS Battery, BIOS Installation/Update/Repair/ LCD/Display Screen, Keypad, LAN Card, USB Ports, Software installation & user data backup etc. (Excluding Laptop/Note Book Battery) 23	
2)	Laptop Sony Vaio Model No.VPSB 16FG/B	3		
B) COMPUTER SYSTEMS :				
3)	Dell 3280 AIO Computers	16	Inclusive Spares, consumables, RAM, HDD, Mother Board, CD/DVD Drive, CMOS Battery, BIOS Installation/ Update/ Repair LCD/ TFT/ Monitor, Keyboard, Mouse, LAN Card, SMPS, Software installation & user data backup etc. (The non-repairable part shall be replaced, excluding end-of-life items or damage from power surges, natural calamities, or other factors not covered under AMC.)	
4)	Dell Optiplex 3050 i3 Processor, 1TB, 4GB	54		
5)	Dell Optiplex 3060 i3 Processor, 1TB, 4GB	51		
6)	HP 280 G3 i3 Processor, 1TB, 4GB, SFF Computers	11		
7)	Acer Veriton M2640G Processor: Core i5, HDD 1TB,8 GB, Desktop Computer Systems.	5		
8)	Acer Processor: Core i5, HDD 500GB, RAM 4GB Desktop Computer Systems.	32		
9)	Computer System ACER Intel Core i5 Intel H61 chipset / 2 GB DDR3 RAM / 500 GB SATA HDD.	40		
10)	DR-C230 Scanner	1		
11)	HP LaserJet Pro 208 Printer	1		

12)	Canon MF3010 Image Class Printer	1		
13)	Dell M7GFE79 Desktops	4		
14)	Canon LBP 6230/6240 Printers	5		
15)	Slim Client PC – HP with 17” Monitor, Keyboard and Mouse	05		
16)	HP 205G1 AMD Dual Core All in One, 4GB, 500GB HDD SATA.	05		
C) SERVERS/RACKS:				
17)	HCL Server HCL Model : HCL Infiniti Global-line 2700 HN with 2 X 3.0 GH Processor and 2 X 72 GB HDB.	2	Inclusive Spares, consumables, RAM, HDD, Mother Board, CD/DVD Drive, CMOS Battery, BIOS Installation/ Update/ Repair, LCD/TFT/Monitor, Keyboard, Keypad, Mouse, LAN Card, SMPS, Software installation & data backup etc. Complete SAN Storage and accessories and configuration of the SAN Storage with HBA Card to connect it with the Servers etc. (The non-repairable part shall be replaced, excluding end-of-life items or damage from power surges, natural calamities, or other factors not covered under AMC.)	
18)	Rack Mount Server 2 U- HP DL380 (2 Installed at High Court and 2 at Data Information Center, Himachal Pradesh).	4		
19)	Flat 17” TFT LCD Monitor Rack Mountable foldable (1 U from Factor with Keyboard & Mouse to be connected to KVM Switch)	1		
20)	Rack for Server : 42 U Rack	1		
D) E-KIOSKS SYSTEMS:				
21)	Touch Screen System (E-Kiosks).	2	Inclusive Spares, consumables, RAM, HDD, Mother Board, CD/DVD Drive, CMOS Battery, LCD/TFT/Monitor, Touch Screen, Keyboard, Mouse, LAN Card, SMPS, Software installation & data backup etc. (The non-repairable part shall be replaced, excluding end-of-life items or damage from power surges, natural calamities, or other factors not covered under AMC.)	
E) HP LASERJET PRINTERS/MFD:				
22)	Canon MFP 244 DW	1	Excluding toner, head cartridge, everything is covered i.e. (PCB / circuit board (Supply & main), pressure roller, gears, teflon sleeve, fuser unit, lamp etc.)) (The non-repairable part shall be replaced, excluding end-of-life items or damage from power surges, natural calamities, or other factors not covered under AMC.)	
23)	Canon LBP 6030B Mono Laser Printer	5		
24)	HP Laserjet Pro M202DW	15		
25)	HP Laserjet Pro 108A	15		
26)	Brother HL2361 DN Printers	40		
27)	Brother MFC 2701 DW	01		
28)	Brother DCP T310	01		
29)	HP Laserjet 1015 Laser Printers	5		
30)	HP Laserjet 1022 Laser Printers	10		
31)	HP Laserjet 1505 Laser Printers	3		
32)	HP Laserjet 1566 Laser Printers	13		
33)	HP Laserjet P-1606dn Printer	20		
34)	HP Laserjet 1020	3		
35)	Mono Laserjet Printer P1008	10		
36)	Mono Laserjet Printer LJP2105DN Capacity 20 PPM.	1		
37)	Brother HL 2000D Printers	140		

38)	HP Color LaserJet Pro MFD jM477FNW Printer	1		
39)	LaserJet M1213nf MFP	1		
40)	HP Laserjet Pro M403DW Printer	1		
F) SCANNERS				
41)	HP Scanner Scanjet 8270	1	Everything is covered except scanner lamp (The non-repairable part shall be replaced, excluding end-of-life items or damage from power surges, natural calamities, or other factors not covered under AMC.)	
42)	BAR Code Scanners- BS-L100N-1D Laser HH	2	Complete Bar Code Scanner (The non-repairable part shall be replaced, excluding end-of-life items or damage from power surges, natural calamities, or other factors not covered under AMC.)	
G) VC Unit				
43)	HD VC System (Polycom) HDX 7000	1	Complete VC Unit (Speakers, camera, mike etc.) (The non-repairable part shall be replaced, excluding end-of-life items or damage from power surges, natural calamities, or other factors not covered under AMC.)	
44)	40” HD LCD- LG422D461	2		
VC Setups installed in Court Rooms				
45)	43” Commercial TV	2		
46)	32” Commercial TV	10		
47)	Thin Client Mini PC	10		
48)	Cameras with Digital Zoom	1		
49)	HD Stream Webcam	9		
50)	Audio Interface	1		
51)	Wall Mount Speakers	2		
52)	Desktop Systems for VC Hosting	10		
The accessories installed with the VC Setups such as Wireless Keyboard, Mouse, HDMI Cables, LAN Wires, Power Chords etc. are also to be covered under AMC.				
H) SAN Storage				
53)	SAN Storage HP MSA 450*20 (i.e. 10 TB) 12G SAS, 10 TB, 2 SAN Switches, 2 HBA Cards-HP MSA 2040 8 GB SW FC SFP 4 PK1	1	Complete SAN Storage and accessories and configuration of the SAN Storage with HBA Card to connect it with the Servers etc. (The non-repairable part shall be replaced, excluding end-of-life items or damage from power surges, natural calamities, or other factors not covered under AMC.)	
J) SWITCHES:				
54)	HUB/Switch (16 Port), 10/100 mbps D-Link 16 Port Switch.	1	Replacement will be provided for the switches in case of non repairable. (Note: The vendor will be responsible for all the Hardware as well software part of the Switches irrespective of the fact that OEM still provides the support for same or not.)	
55)	Cisco Catalyst SG 300 24 Port Switch	11		
56)	D Link DES 1024 D- 16 Port Switch	1		
57)	D Link DES 1016 D- 16 Port Switch	1		
58)	Cisco Catalyst 2960 – 24 Port Switch	2		

59)	Layer 2 Switches 8 numbers. DES – 3226 S – Make D-Link. (24 Ports)	6		
60)	CISCO WS-C3750G-12S-E Catalyst Switch L-3, S.No. FDO1412X29C	1		
61)	24 Port Switch 10/100 Mbps and 2 Port 10/100/1000 Mbps SFP Ports, wire speed, SNMP Managed, full duplex, Layer 2 Switch.	7		
62)	8 Port Switch 10/100/1000 Mbps & 1 Port 1/100/1000 Mbps & SPF port, wire speed, SNMP Managed, Full Duplex, Layer 2 Switch.	6		
63)	24 Port Cisco Catalyst 2960 G	10		
K) NETWORKING COMPONENTS:				
64)	Router	1	Inclusive LAN cable, Cat 6 Cable, RJ45 Connector, Information outlets and termination of CAT 6 cable on I/O (LAN Points) (Replacement will be provided for the networking components/LAN/RJ45 Connectors etc in case of non repairable.	
65)	1000-SX SFP Transceiver	3		
66)	24 Port Patch panel and termination of UTP cables on patch panel with wire manager.	35		
67)	Optical Fiber Patch Cord, MM, SC, LC	2		
68)	2 Mbps Leased Line Modem (Desktop) with G703 Interface	1		
69)	2 Mbps Leased Line Modem (Desktop) with V.35 Interface.	1		
70)	19“ Rack Wall Mount 530 depth, 9 U Height, Front Glass/vented door (lockable)	2		
71)	19” Rack, Floor standing 800 mm depth 24U Height, Front & Back Door (Lockable), front glass door.	2		
72)	19” Rack, Floor standing depth 800mm 12U Height, Front Back Glass Door (lockable), with all accessories.	8		
73)	Fiber Optical Outdoor armored cable installed in the premises of the High Court to connect all buildings (inside and outside)	Full optical fiber installed in the campuses.		
74)	LIU, 12 Fiber, 1U drawer Style 19” Rack Mount enclosure.	2		
75)	USB KVM Switch 8 Port rack Mountable (form factor : 1 U)	1		
76)	7 Feet cables & accessories to connect KVM Switch for Monitor, KBD & Mouse (per Set)	4		
77)	Information outlets and termination of CAT 6 cable on I/O (LAN Points)	540		
78)	Dlink DES-1024D 24 Port	1		
79)	Dlink DES-1024C 24 Port	1		
80)	Dlink DES-1100-06 16 Port	1		
81)	Dlink DES-1016A 16 Port	3		
82)	Dlink DES-1005 8 Port	1		
Note:- Quantity can be increased or decreased at the discretion of High Court of Himachal Pradesh at any point of time.				
7.2 Kodak Scanner Installed in the High Court of Himachal Pradesh, Shimla.				

83)	Scanner (Kodak Scanner, i 2600)	1	Everything is covered except scanner lamp (The non-repairable part shall be replaced, excluding end-of-life items or damage from power surges, natural calamities, or other factors not covered under AMC.)	
84)	Scanner (Kodak Scanner, i1420, A3 Size with AD F/60PPM/ upto 12000 pages per day scanning)	12		
85)	Scanner Canon DR-120	1		
<i>Note:- Quantity can be increased or decreased at the discretion of High Court of Himachal Pradesh at any point of time.</i>				
7.3 Computer and Printers received from HP State Administrative Tribunal				
86)	HP Notebook Pavilion 15-AB522	1	Inclusive Spares, consumables, RAM, HDD, Mother Board, CD/DVD Drive, CMOS Battery, BIOS Installation/ Update/ Repair, LCD/TFT/Monitor, Keyboard, Mouse, LAN Card, SMPS, Software installation & user data backup etc (The non-repairable part shall be replaced, excluding end-of-life items or damage from power surges, natural calamities, or other factors not covered under AMC.)	
87)	HP Pro one 400 GI 4330T AIO Desktop with 19.5” LED	20		
88)	HP Server ML 150 G9 Intel E5-2603V3	1		
89)	HP AIO Desktop HP 205GI with 18.5” LED	5		
90)	HP Pro one 400 GI AIO Desktop with 19.5” LED	6		
91)	HP Laserjet printer 1136	2		
92)	HP Laserjet printer 1566	7		
93)	HP Laserjet 128FN MFP	1		
94)	HP Laserjet 202N	13		
95)	HP Laserjet 12a Printers	10		
96)	HP Laserjet Pro M 26a	1		
97)	HP Colour Laser Jet Pro 200	1		
98)	HP Scanner Jet 8270	2		
7.4 Digital Display Boards				
99)	55” Brand Samsung Display (Model MD55C)	10	Replacement will be provided in case of non-repairable.	
100)	32” Brand Samsung (Model MD32C)	29		
101)	32” Samsung Display DC32E	6		
102)	Samsung Smart TV 32” UA32T4510AKXXL/2020	1		
103)	VAMAAH MINI PC	4		

104)	Network Rack/ Switch		6		
105)	Thin Client /Trunox (Model AR5B195)		33		
106)	Hp Server pro Desk 400 G1MT		1		
Computer Hardware to be included for partial periods					
107)	Outdoor Video Wall (Justice Clock) alongwith software integration and Hardware as per following specifications (rates to be quoted from November 2025 onwards till period of AMC)				
Main Parameters/comp onents	LED Lamp	SMD 3535		All the hardware items such as APC Sheet/Display Screen/ LAN Cables and power cables etc is to be covered under AMC.	
	Module Size	160mm X 320mm			
	Module Resolution	20X40 Dots			
	Cabinet Resolution	120X120			
	Cabinet Size	960mm X 960 mm			
	Cabinet Material	MS IRON			
	Refresh Rate	2200HZ			
	Brightness	>7000 cd/m2			
	Driving IC	MBI 5024			
	Wall Size	6 feet X 9.6 feet			
PC Modules/ Accessories	Processor	CPC processor Core i7			
	Memory	16 GB or better			
	Hard Disk	2 TB SATA or better			
	Operating System	WINDOWS			
	Ports	8 I/O Ports, 1Ps/2, 6 USB, 2 USB 2.0, 1 VGA, Serial Port, 1 LAN, HDMI 3.0			
Note:- The Computer hardware listed herein above may be increased or decreased at any point of time during the AMC period.					
(Note: The vendor will be responsible for all the Hardware as well software part of the items covered under AMC irrespective of the fact that OEM still provides the support for same or not.)					

2. CONTRACT :

The **Second party** has agreed to maintain the aforesaid Computer Hardware for a sum of _____ (_____), inclusive of all taxes, in accordance with the provisions laid down in the contract.

3. SCOPE AND SERVICES :

The **Second party** has agreed to provide the following services under the contract to keep the Computer hardware, as mentioned here-in-above, in good working condition:-

- 1) The CAMC services comprise preventive and corrective maintenance covering hardware as well as trouble shooting to make operational all sort of OS (Windows/ Linux/ Macintosh) / OS updates/ Printer Driver installation/ updates/ system software installation like MS Office, Acrobat Reader etc/ Network and replacement of parts and fittings. The

CAMC vendor shall be responsible for providing the support of all the software/hardware issues irrespective of the fact that it is a **paid support by the OEM or by any other firm.**

- 2) CAMC is comprehensive in nature and includes all parts of the computers/servers/printer/scanner/laptop excluding toner & cartridges of the printers and lens of the scanner. Any defective part of the hardware has to be repaired/ replaced by the Second Party at his own cost. Parts so replaced should be new original parts of the OEM depending on the item under contract. All small accessories of computer/printer/scanner/laptop which are essential for running the item are covered under CAMC. All type of adapters, amplified speakers, all power supplies of computers/printers/laptop/scanner are to be repaired/ replaced by the bidder, irrespective of the cause of the fault.
- 3) The CAMC will also include providing the Facility Management System including software/ specialized software installation/ OS installations ensuring/ configuring network connectivity as per details given hereinafter
- 4) The bidder shall be responsible for the software as well as the hardware maintenance including server and network maintenance of the Digital Displays. The firm would also be responsible for providing necessary software for running the digital displays remotely.
- 5) The REs of the CAMC vendor will be solely responsible for resolution of Hardware issues as well software issues with Ubuntu, Windows, MAC OS so arises during the CAMC period and the In-House Technical Team of the High Court must not be held responsible for the same. If the REs are not able to resolve the issue in hand, the CAMC vendor must arrange the Engineer to resolve the same within stipulated time as mentioned hereunder in the tender.
- 6) The vendor is responsible for providing Computer of latest configuration (minimum 2 nos), stand alone printer (minimum 2 nos), MFD printer (minimum 2 nos), scanner (2 nos), Pen Drives, External Hard drives to the REs of the firm and the High Court will not provide any computer hardware to the REs. This Computer Hardware will be provided to the staff of High Court as backup, as and when the need so occurs.

4. Details of the Facility Management System:

a) Desktop Management Service:

- (a) Installing operating systems, configuration of drivers, update latest patches etc.
- (b) Backups/restore for all desktop/server systems along with the user data when formatting is required.

b) Network Management Services

- (a) Networking Switches configuration & Management.
- (b) Networking connectivity issue resolution.

The Second Party should provide a printed status report at the end of each month, showing the status of all the complaints lodged in the month & their status, whether resolved, unresolved/pending.

- 5 **The Resident Engineers (REs)** deputed must have minimum 1 (one) year of experience in the relevant field. The successful bidder shall have to depute 4 (four) full time technically qualified **Resident Engineers (REs)** for the hardware mentioned in Annexure-A . REs should be equipped with the maintenance kit comprising tool box, multimeter, spanner, diagnostic software, device driver software, external DVD drive,

storage drive (HDD/ Pen Drive) and any other tools required for carrying out such services. The REs should be made available in High Court of Himachal Pradesh on all working days during office hours for maintenance/ repair of the systems/ peripherals in High Court of Himachal Pradesh.

If any equipment covered under the CAMC is taken out of the premises of the High Court of Himachal Pradesh for any repair, it shall be under full responsibility of the Second Party, till the same is returned to the concerned branch in satisfactory working condition. Item may be taken out only with the written permission of the authority. In case of emergency/ repairs during holiday and after working hours, the REs shall be made available at no extra charges. The REs shall not carry out any maintenance repair work of any other party in High Court of Himachal Pradesh premises. REs have also to provide IT Support during the events of High Court of Himachal Pradesh like high level meetings etc.

- 6 The Second Party shall also provide the regular preventive maintenance service minimum once in three months which is mandatory. Under this activity, following jobs are to be done:
 - i. The REs will be single point of contact for any complaint related to service who will further contact their company/bidder and no separate correspondence shall be made with the vendor/second party in this regard.
 - ii. The REs should inform about any planned leave and will ensure the alternate manpower.
 - iii. Cleaning of all equipments externally using soft cloth, carbon tetra chloride & appropriate polish etc. will be provided by Second Party within CAMC charges.
 - iv. Internal cleaning of the equipments (only which are under CAMC) using /other appropriate means like vacuum cleaner.
 - v. Trouble shooting for operational problems related to software/antivirus.
 - vi. Up-keeping of Desktops/HDD/Scanners/Switches/hardware components etc. to maintain satisfactory performance of the computer hardware.
 - vii. The REs will also help the High Court of Himachal Pradesh technical team in installation/shifting of any Computer Hardware etc. as and when required.
- 7 Complaint Registers maintained by RE will be kept in Computer Branch for registering the complaint. It will be the responsibility of the REs to attend immediately in order to resolve the issue.
- 8 The Second Party/REs shall keep sufficient number of spares, such as CPUs, Monitors, Keyboards, Mouse, Printers, HDDs, cables etc. in the premises of the High Court of Himachal Pradesh, as standby so that the same may be provided as back up in case of any issue /failure in Computer Hardware covered under CAMC.
- 9 The second party/RE shall keep sufficient number of spares such as CPUs monitors, /peripherals can be repaired urgently. Any cost incurred towards transportation of the faulty/repared as well as standby equipment shall be borne by the bidder. The bidder agrees as follow:
 1. The Second Party shall not subcontract the maintenance job to any other agency.

2. High Court of Himachal Pradesh reserves the right to withdraw any number of equipment (computer/printer/scanner/server/laptop etc.) from the CAMC at any point of time during the contract.
3. REs should have their own vehicle and mobile with them for emergency contact on Saturday/Sunday/Holiday. Mobile numbers are to be submitted in advance before deputing any REs for duty at High Court of Himachal Pradesh.
4. Any faulty part so replaced by the Second Party/REs needs to be submitted back to the Computer Branch, High Court of Himachal Pradesh. Second Party should be fully responsible for any damage to the man & machine that occurs due to faulty workmanship during the period of the contract.
5. Any damage caused to High Court of Himachal Pradesh property or personnel within High Court of Himachal Pradesh & Subordinate Courts premises by the Second Party's Representative (REs) during the operation of the contract will be to his account and are recoverable.
6. The Resident Engineers of the CAMC Vendor must wear proper formal Uniform with Blazer, Tie and formal Trousers and Identity Card duly issued by the vendor.

9.) TERMS :

1. This contract is for the period of one year w.e.f. / /2025 to / /2026 and either party can terminate the contract at any time by giving one months advance notice in writing.
2. System maintenance charges shall also not include the cost of consumables and supply items such as ribbons, computer stationery and re-filling of toners/cartridge etc.
3. **This contract does not cover damage from manual breakage, rodents, cockroaches, fluids of all kind, voltage surge and other natural calamities, seepage and water leakage due to rains etc. The vendor will have to provide written confirmation regarding the damage and same will be verified by the High Court and vendor may be penalized for deficiency in services.**
4. At each location, the record will be kept by the **Second party** about the machine failures including the nature of failure, date and time of the complaint and the duration of the total down time. This record will be signed by the Service Engineer and countersigned by Proprietor of the Second party.
5. In case the services of the Second Party are found not satisfactory at any time during the period of the contract, Registrar General, High Court of Himachal Pradesh reserves the right to terminate the contract along with forfeiture of the performance security.
6. The Second Party will not be entitled to claim any compensation of what so ever nature if the termination /cancellation of CAMC is imposed by High Court of Himachal Pradesh for any reason.
7. The AMC Vendor shall have to do the configuration of SAN Storage/ HBA Card Configuration with servers etc.
8. The CAMC vendor shall be responsible for providing the support of all the software/hardware issues irrespective of the fact that it is a paid support by the OEM or by any other firm.

10. SERVICE ASSURANCE :

The breakdown maintenance call will have to be attended immediately and the computer hardware/ printers etc. will have to be made functional within twenty four hours of logging of the complaint by simultaneously providing alternate computer hardware /systems with identical configuration till the machine/ computer hardware is repaired. In case the vendor does not provide back up/ standby computer hardware or repair the faulty Computer Hardware, the penalty will start on the same day once the complaint is logged with the Resident Engineer, whereas in case the back up computer hardware is provided the penalty will start after 5 working days for the delayed period upto maximum of 10 days after which a review of the CAMC may happen which may lead to termination of contract or further imposition of the penalty as per terms and conditons.

11. PENALTY:

Penalty for completing any calls after the prescribed time limit as indicated in Service Assurance, will be as follows :-

In case of all Laptops.	Rs.400/- per working day:
in case of all Computer Systems/ PCs.	Rs.400/- per working day:
for Servers.	Rs.500/- per working day:
For SAN Sotrage.	Rs.500/- per working day;
Printers.	Rs.100/- per working day:
for UPS Online 20 KVA (Emerson) Libert.	Rs.400/- per working day:
for Switches :	Rs. 100/- per working day:
HUB/Switch (16 Port),10/100 mpbs, D-Link, 16 Port.	
Layer 2 Switches, 16 Port (Netgear)	
HUB/Switch (16 Port),(Micronet).	
 for Layer 2 Switches , DES-3226 S, 24 Port, D-Link.	 Rs.200/- per working day:
 for External Hard Disk Drive.	 Rs.100/- per working day:
For Portable Projector (LCD Projector) Make	Rs. 100/- per working day:
HITACHI, Model CP-RX70	
For Digital Display Boards	Rs. 500/- per working day
For Kodak Scanners	Rs. 500/- per working day
Failure to provide the alternate/standby Computer Hardware, an amount equal to prescribed for the said hardware shall be levied	
In case of data loss penalty as prescribed for the said hardware shall be levied.	Rs.5,000/-
Failure to configure the HBA Cards etc, penalty equal to as prescribed for Server and HBA Card shall be levied.	Rs. 100/- per working day

NOTE :

Whenever any computer component(s) which is/are covered under the present AMC cannot be repaired on site within the specified time limits, the Second party will have the option to provide an alternate equipment(s) of matching specification which will be replaced within a period of maximum 5 days with the equipment of same make/model, failing which, the penalty clause will apply.

Penalty will be charged on the vendor for the REs without uniform and ID card, the penalty will be equal to the amount prescribed for absence of the REs.

12. TAKING OVER

The Second Party shall provide services for minimum thirty working days beyond the date of expiry of the contract without any extra cost so that all the equipment under maintenance contract is handed over to the next contractor. The second party shall undertake to declare that it has taken over and inspected all the computer hardware covered under AMC as per annexure-A.

Any equipment not made available in working condition on the last working day of the contract period shall be rectified/ repaired by the Second Party within the next ten working days failing which the equipment shall be rectified from alternative sources and the cost thereof shall be deducted from the last/ final CAMC payment.

13.) PAYMENT :

The payment will be released by the **First party** to the **Second party**, as per mandate of Rule 108 of H.P.F.R., 2009 subject to the condition that proper Invoice/Bill is furnished by the **Second party** to the **First party** well in time. The payment will be released only after the deduction of down-time penalty amount, so calculated, if any.

DEDUCTION: If Resident Engineer does not report for duty, Second Party shall have to provide alternative REs of the same capacity. If Second Party fails to provide alternate REs, then DEDUCTION @ Rs.500.00 per engineer per day upto a maximum of 10 days will be deducted from the bill of CAMC after that review of contract may happen which may further lead to termination of contract.

TDS will be deducted at source from the contract price payable to contractor for performing the service under the contract.

14.) REVISION OF MAINTENANCE CHARGES :

Changes or enhancement in systems features may necessitate revision of the specified minimum maintenance charges and shall be covered by an addendum to this contract.

15.) ADHERENCE TO OFFICE PROTOCOL:

Since the REs will also be required to attend the call for resolving technical issues in the Court Rooms, Chambers and office at Residences of the Hon'ble Authorities, **the Resident Engineers of the CAMC Vendor must wear proper formal Uniform with formal Trousers and Identity Card duly issued by the vendor.**

16.) Rate Contract Validity: The rates agreed upon in the contract between the High Court and the vendor shall remain valid for a period of one year beyond the contract duration, to facilitate the continuation of AMC services on the same terms and conditions or as may be mutually agreed upon by both parties.

17.) ARBITRATION CLAUSE :

In case of any dispute or difference having arisen under the contract, it shall be referred to the Arbitrator, as shall be nominated by Hon'ble the Chief Justice in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules framed thereunder.

18.) GENERAL PROVISION :

All the terms and conditions mentioned in the tender document, as agreed upon by the bidder/successful vendor, shall form part of this agreement and shall be complied with by the second party.

**FOR AND ON BEHALF OF THE
FIRST PARTY.**

SIGNATUARE
NAME :
DESIGNATION : **Registrar General.**
DATE : _____

**FOR AND ON BEHALF OF THE
SECOND PARTY.**

SIGNATURE
NAME :
DESIGNATION : **Proprietor.**
DATE : _____

WITNESSES :-

IN THE PRESENCE OF

1. SIGNATURE
NAME :
DESIGNATION:

2. SIGNATURE
NAME :
DESIGNATION :

IN THE PRESENCE OF

1. SIGNATURE:
NAME :
DESIGNAION:

2. SIGNATURE:
NAME :
DESIGNATION: