



HIGH COURT OF ANDHRA PRADESH AT AMARAVATHI

ROC.No.191/2022-CPS

TENDER NOTIFICATION

**FOR SUPPLY, DELIVERY and INSTALLATION of 300 Numbers of
MICROSOFT WINDOWS 11 PRO in the premises of High Court of Andhra Pradesh
Specifications and Terms & Conditions**

S.No	Parameter	Specifications
1	Make	Windows (Microsoft)
2	Version	Windows 11 Pro Operating System (OS)
3	Deployment/Installation of Operating System on	Desktop Operating System
4	Types of Licence	Electronic Delivery (PAPER LICENSE)
5	Validity	Perpetual
6	Duration of Subscription (in Years)	NA
7	Types of edition of offered	Professional
8	Number of Sockets supported by the offered	NA
9	Scope of Installation	Physical Installation
10	The offered have support from OEM for	Unlimited updating for Patches and Bug fixes within support period, Unlimited up gradation of version within support period
11	Hardware Replacement	To be provided
12	License Transfer	To be provided
13	Number of Years upto which support is available from OEM for Updation (Patches and Bug fixes)	5 Years
14	Number of Years upto which support is available from OEM for Upgradation of version	2 Years
15	Number of Bits supported by Offered	32 Bit and 64 Bit
16	Operating System Software Features	BitLocker Drive Encryption, Device encryption, Firewall and network protection, Secure boot, Windows Security
17	Supported File Systems	Disk file systems
18	Kernel Type	Micro Kernel
19	Types of Packages	Proprietary software systems
20	Generic Features	Capability to support Integrated Firewall

BID TERMS AND CONDITIONS

1. The High Court for the State of Andhra Pradesh invites bids for supply, delivery and installation of **300 Numbers MICROSOFT WINDOWS 11 PRO (Paper Licenses)** in the premises of High Court of Andhra Pradesh.
2. Bids are invited from established Vendors/Dealers based in State of Andhra Pradesh, having at least 3 years of experience in Government/PSU/Other Autonomous Bodies and at least a turnover of Rs. 20 Lakhs in each of the last three financial years i.e. 2020-21 2021-22 and 2022-23, in ICT infrastructure and Software Sales, Service and Support.
3. Although the bidders under MSME/Startup India category are exempted from the past experience and turnover criteria and accordingly proof for the exemption of the same must be attached instead of Experience Certificate and Turnover Certificate.
4. Tender bid must contain the Name, Office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures. A certificate from Bidder's/Dealers HR/ legal department must be enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of Company/Firm.
5. The Bidder has to submit the information about the Country of origin of the equipment/material. For supply of equipment /material from the country of origin other than India, the bidder shall submit performance certificate in support of satisfactory operation in India during the period of warranty.
6. Un-signed, un-stamped bids and bids submitted by persons without certificate from bidder's HR / legal department shall not be accepted.
7. Bidder must take printout of the bid document, self attest each page of the same and upload it as the **Additional Document(s)**, along with the duly filled Technical Bid document as per **Annexure-I**, merged in a single PDF file, in technical bid as a token of reading, understanding and agreeing with all the terms and conditions laid in the document. Failing to do so is liable to the rejection of bid.
8. The Bidder must provide with Technical bid, valid GST registration, PAN card, turnover certificate and past experience certificates and related other documents as mentioned above in point Nos. 2 to 5 all merged in a single PDF file as **Additional Document 1** in the technical bid. Failure to provide any of the aforesaid documents will lead to the rejection of the bid.
9. Tender process will be over after the issue of empanelment letter(s) to the selected vendor(s). Thereafter, information submitted by the participating bidders before and during the bidding process may be put by the High Court in the public domain. Competent Authority in the High Court **MAY NOT** exercise the privilege given under Right to Information Act Section 8(1) (d) which says "there shall be no obligation to give any citizen information including commercial confidence, trade secrets or intellectual property, the disclosure of which would harm the competitive position of a third party, unless competent authority is satisfied that larger Public Interest warrants the disclosure of such information".
10. The validity of empanelment is up to 01st February, 2024 and may be extended. The extension of empanelment shall be at sole discretion of the High Court on the same

terms and conditions or subject to mutual understanding of the High Court and the Bidder/Supplier.

11. A compliance statement (Point-wise) of specifications & features of offered equipments/sub-systems shall be submitted with the Technical Bid. No deviations in terms & conditions of the tender document as well as technical specifications (on the lower side) will be accepted in any case. Conditional tenders shall NOT be accepted on any ground and shall be rejected straightway.
12. The successful bidder has to submit performance guarantee by way of **Bank Guarantee (BG) @ 5%** from any Nationalized banks of the Purchase order value for the duration of warranty period of the item(s). The performance guarantee will be returned on satisfactory services provided by the Bidder subject to deductions, if any, after the warranty period.
13. The High Court shall have the right to cancel the Tender at any time without assigning any reason(s) and intimation.
14. Technical evaluation will be carried out mainly on the basis of technical specifications provided in this tender document.
15. Certification/compliance as per the Indian Standards/International Standards/Indian regulations/Specified Standards shall be mandatory, where ever applicable.
16. The OEM should submit the end of the life and launches Month & Year on their letter head/ certificate if any in this regard.
17. The Bidder has to submit **OEM Authorization Certificate or MAF** in respect of this Tender only on the OEM letterhead.
18. Related documents as mentioned above in point Nos. 16 & 17 all merged in a single PDF file as **Additional Document 2** in the technical bid. Failure to provide any of the previously mentioned documents will lead to the rejection of the bid.
19. OEM Warranty certificate must also be submitted by bidder at the time of acceptance of Equipment at High Court of Andhra Pradesh at Amaravathi, Nelapadu along with the Serial Numbers of Item/ Warranty should also reflect in the support website of the OEM if such option is provided by the respective OEMs as a proof of the same.
20. In case any installed / non-installed equipment(s) are shifted from one location to another then in such a case successful bidder shall be responsible to provide support, maintenance, freight charges at such locations also.
21. In case of any rectification of a defect or replacement of any defective Product during the warranty period, the warranty for the rectified/ replaced shall remain till the original warranty period and same should reflect on OEM's website with revise equipment details, if such facility available with OEM.
22. **Warranty/Service Support:** Five (5) years comprehensive onsite warranty/service support and support by the Original Equipment Manufacturer (O.E.M) for the Microsoft Windows 11 Pro from the date of installation.
23. **Bidder shall furnish Uptime of installed Product:** The successful bidder shall arrange for regular upkeep and maintenance of the to keep the Product running to its optimal capacity. The successful bidder shall be required to maintain the installed system till the completion of warranty period through its nearest support centers in

the State of Andhra Pradesh. In case of fault, the Staff of the Court will log complaint to successful bidder's toll free number/ web support system/email provided by them. Complaint shall be resolved within 24 hrs from the time of call log during the business hours (i.e. 09.00 am to 06.00 pm). This will be termed as a permissible time per site.

24. **Penalty:** In case the is not rectified even after call login for more than 72 hours without standby , penalty @ 0.5 % of total value per site per day or part thereof the day will be deducted. In case, any equipment goes down for more than fifteen (15) days, the High Court may initiate termination for default and take remedial action(s) accordingly. Penalties will be deducted from due payment/performance securities.
25. All Services shall be offered at site including logistics, transportation, installation, testing & commissioning at the cost of the successful bidder only. All aspects of safe delivery and installation shall be the exclusive responsibility of the successful bidder.
26. The successful bidder has to attend physically and install the Microsoft Windows 11 Pro at the premises of High Court of Andhra Pradesh.
27. The High Court or its representative shall have the right to inspect or to test the Equipment to confirm their conformity to the ordered specifications. The supplier shall provide all reasonable facilities and assistance to the inspecting authority at no charge to High Court. In case any inspected or tested equipment, fails to conform to the specifications, High Court may reject them and supplier shall replace the rejected equipment with the new one in conformity with the specifications free of cost to High Court.
28. The successful bidder shall provide the following documents at the time of handing over of the equipment:
 1. Software license details
 2. Invoices with serial no of Product.
 3. Bill of Material.
 4. OEM Warranty certificates.
 5. Service support Toll free number/email.
 6. Acceptance reports.
 7. Any other document specified by High Court.
 8. Local Service Centre particulars with full postal address.
 9. Installation Reports

29. Any changes in locations shall also be confirmed at the time of release of Purchase order. The successful bidder should obtain list of end user locations from the High Court and adhere to the same. High Court reserves the right to change the locations before delivery of Equipment(s) to designated locations. However, any relocation of equipment(s) in the same city shall not be treated as change of location before equipment(s) installation.
30. The successful bidder shall complete the delivery, installation, testing and commissioning of all the Products at High Court within Three (3) weeks or earlier from the date of issuance of Purchase order.
31. The delivery and installation shall not be complete unless the Products are inspected and accepted by the authorized Officer of the High Court or by any designated Officer nominated by the High Court.
32. The High Court would be entitled to impose Liquidated Damages for the delay in delivery and installation @ 1% of the value of total Products at non-delivered/non-commissioned sites per week or part of the week of delayed period. Liquidated Damages shall not exceed 10% of the total value of the purchase order per location. In case of delay beyond 7 weeks or as specified, High Court may initiate termination for default and take remedial action(s) accordingly. The Liquidated damages will be deducted from due payment/performance securities.
33. After delivery and installation, performance security or bank guarantee has to be submitted at 5% of the Purchase order value for a period of Five (5) years and shall submit the same within one week after the issuance of Purchase order to the successful bidder.
34. Payment will be made after successful delivery, installation, commissioning and acceptance at the High Court through CFMS.
35. The successful bidder shall submit its claim for payment in writing along with relevant documents, as stipulated in Contract/PO and in the manner as also specified therein. The documents which the successful bidder has to furnish while claiming payment are:
 1. Original Invoice (GST Compliant format) with serial no of each item.
 2. Delivery challan, Installation report duly received (sign & Stamped from concerned officer) for all locations
 3. Warranty document from OEM
 4. **Performance Bank Guarantee @ 5%** of the Purchase Order Value valid for a period of 5 Years from the date of installation.
 5. Any other document specified by High Court during the course of project.
36. For 'Site Not Ready' (SNR) cases, the successful bidder is required to submit a certificate signed by designated officer of High Court. However, regarding readiness of site, the decision of the High Court will be the final. No liquidated damages will be imposed for SNR cases. However, successful bidder has to install the items within 1 week of receipt of Site Ready notice from High Court / designated officer of High Court else it will attract liquidated damages.

37. For 'Site Not Ready' (SNR) cases, the successful bidder has to submit an undertaking in their Letter head to the designated officer of High Court conforming that the vendor has to install the /equipment as and when the High Court request to do so.
38. In case, High Court/Court accepts the products at site with SNR, i.e. without installation, a total of 80% payment will be paid to successful bidder for this site. However, High Court may ask commissioning of these equipment(s) at any time during the warranty period. If successful bidder doesn't complete the commissioning within 7 days from date of intimation for the commissioning of this site, then commissioning of same may be got done by High Court from third party at the risk and cost of successful bidder.
39. The bidder should submit/give declaration stating that they are not debarred/blacklisted by any State Government, Central Government, Central & State Govt.Undertakings/enterprises/Organizations and by any other Quasi Government bodies/Organizations in India for non-satisfactory performance, corrupt & Fraudulent or any other unethical business practices.
40. If the bidder is debarred/ blacklisted as mentioned above, such bidder becomes ineligible to participate in the bidding process. In case of any concealing of information relating to blacklisting or pending of cases as mentioned above or submission of fake information/fake documents, APHC reserves the right to cancel the work order/contract allotted, apart from forfeiting PBG. APHC reserves the right further to take penal action on the bidder.

Note: Relevant documents in support of above eligibility criteria should be furnished

41. If there is an unsatisfactory resolution of the issues raised by the High Court in written/email, the High Court may take any one or more of the following contractual remedies.
 1. Temporarily withhold payments due to the successful bidder till recoveries due to invocation of other contractual remedies are complete.
 2. Recover liquidated damages/penalties for delays.
 3. Encash and/ or Forfeit performance or other contractual securities.
 4. High Court may debar the contractor or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment.
42. **ARBITRATION**
 If any dispute or difference of opinion arises between parties concerning the terms of agreement or their respective rights, responsibilities, or liabilities, then the parties shall meet and try to settle these amicably. If the parties fail to reach an amicable settlement within a reasonable time, the dispute, doubt or difference of opinion shall be referred to arbitration of a sole arbitrator to be nominated by the HIGH COURT. The decision of the arbitrator shall be conclusive, final and binding on both the parties. The jurisdiction of the court will be in the State of Andhra Pradesh

Time schedule of various tender related events:

Bid calling date	15.12.2023
Bid closing date/time	22.12.2023, 03.30 PM
Bid opening date/time	22.12.2023, 04.00 AM
APHC Contact person	The Registrar (IT-cum-CPC) Mob : 7901625203, email: cpc-ap@aij.gov.in
APHC Reference No.	ROC No. 191/2022-CPS

Super Scribing:

"Tender for supply, delivery and installation of 300 Numbers of MICROSOFT WINDOWS 11 PRO in the premises of High Court of Andhra Pradesh (Electronic Delivery (OEM LICENSE))"

Quotations submitting address:

The Registrar (IT-cum-CPC), High Court of Andhra Pradesh Nelapadu at Amaravarti, Guntur District.

Note: Mention full address with Mobile number on the sealed cover of the quotation.

Model Contract Form

Contract Ref No: _____

THIS AGREEMENT is made on ____ day of _____

BETWEEN

1. *The Registrar (IT-cum-CPC), High Court Andhra Pradesh, 2nd Floor, Interim Judicial Complex, Nelapadu, Amaravati, Guntur District - 522202, Andhra Pradesh, India (hereinafter called "the Purchaser"), on behalf of High Court of AP and*
2. _____ a company incorporated under the laws of India and having its registered office at _____. (Hereinafter called "the Supplier").

WHEREAS the Purchaser invited bid for certain goods and ancillary services viz., *Supply, delivery and Installation of _____ for supply at _____* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of Rs. _____ (_____.) including all taxes and duties (hereinafter called as "the Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of bid document referred to

1. Scope of the Work

Brief outline of the work: *To Supply, Delivery & Installation of devices/s/items as per the staggered orders issued time to time during the contract period _____ at _____.* The detailed scope is as covered in RFP and subsequent clarifications.

2. Contract Documents

2.1. Contract Documents

The following documents shall constitute the Contract between the User and the Supplier, and each shall be read and construed as an integral part of the Contract:

- I. This Contract Agreement and the Annexures attached to the Contract Agreement
- II. Notification of award
- III. Minutes of CPC meeting held on _____
Bid document Ref No. _____ Dt. _____

Performance Security BG Form

(To be issued by a bank scheduled in India and having at least one branch in Vijayawada or Guntur town)

To: (Address of APHC)

WHEREAS..... (Name of Vendor) hereinafter called "the Vendor" has undertaken, in pursuance of Contract No..... Dated ... (Date), to supply..... called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Vendor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

WHEREAS we have agreed to give the Vendor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Vendor, up to a total of Rs. and we undertake to pay you, upon your first written demand declaring the Vendor to be in default under the Contract and without cavil or argument, any sum or sums within the limit of Rs..... . (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of..... (Date)

Place:
