

HIGH COURT OF JUDICATURE AT BOMBAY

**Hutatma Chowk,
Fort, Mumbai 400 032.**

NOTICE NO. HIGH COURT/ZOOM LICENSES/323/2023

**NOTICE INVITING QUOTATIONS FOR
SUPPLY AND INSTALLATION OF ZOOM LICENSES AT BOMBAY HIGH COURT
AND ITS BENCHES AT NAGPUR AND AURANGABAD**

The High Court of Judicature at Bombay invites sealed quotations (Technical & Financial) from eligible bidders for “**Supply and Installation of Zoom Licenses at Bombay High Court and its Benches at Nagpur and Aurangabad**” as per **Annexure-A (Technical Specification)**. Interested parties may submit quotations **on or before 03/08/2023 up to 12.00 P.M.** to the Tender Cell, CPC Office, Room No. 617, 6th Floor, G. T. Hospital Premises, New Mantralaya Building, near Crawford Market, L. T. Marg, Mumbai – 400001. The Terms and Conditions are available on the Bombay High Court website at <http://bombayhighcourt.nic.in>.

Date: 27th July 2023

Sd/-
**Registrar General
High Court, Bombay.**

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1. GENERAL CONDITIONS :-

1.1 The Bidder should have experience in supply of Zoom Licenses.

1.2 Bidders must submit duly signed MAF (Manufacturers Authorization Form/Certificate) from OEM for the Supply and Installation of Zoom Licenses. If Bidder is OEM, must have submit declaration on Letter Head.

1.3 The sealed quotation should be superscribed with the words **“Quotation “Supply and Installation of Zoom Licenses at Bombay High Court and its Benches at Nagpur and Aurangabad”** and addressed to **the Central Project Coordinator, Bombay High Court, Appellate Side, Bombay.**

1.4 The interested Bidders shall submit quotations in sealed envelopes at the Tender Cell, CPC Office, R. No. 617, 6th Floor, New Mantralaya Building, G.T. Hospital Premises, near Crawford Market, L. T. Marg, Mumbai – 400001 on or before **03-08-2023 till 12.00 P.M.** by Post, Courier or Hand delivery. The quotations will be opened on **04-08-2023 at 03.00 P.M.** in the Conference Hall, Room No.604, 6th Floor, New Mantralaya Building, Mumbai 400001 in the presence of the bidders, if any.

1.5 The Bidder shall quote the rates in Indian Rupees (INR) only and indicate the same both in figures and words. The rates in words will prevail, in the event of any mismatch.

1.6 The Bidder shall quote price per unit and total amount for the individual items, including GST etc. as applicable to the Contract. The Tax components will be calculated and shown separately.

1.7 The rates quoted must be firm and inclusive of all taxes, rates, fees, surcharges, duties and all costs associated with the contract scope of work including labour charges, costs of spare parts, equipment, etc necessary for supply of Zoom Licenses in accordance with the terms and conditions of this Notice and shall not be subject to any upward modifications, on any account whatsoever. No alternate/conditional price offers shall be allowed.

1.8 All rates and prices agreed in the Contract shall be fixed for the entire duration of the contract, but in case of change in rate of taxes/levies, the same shall be passed to the High Court.

1.9 The Bidder shall submit copies of the following documents while submitting quotations:-

- a) The bidder shall provide Manufacturer Authorization Letter/Declaration of OEM.
- b) CA Certificate and / or audited Balance Sheets.

c) Documentary proof in respect of Eligibility Condition (**Annexure – B**) at Sr. No. 2.

d) Registration Certificate of GST and Income Tax Registration (PAN).

e) Copy of quoted rates mentioned in the **Annexure – C (Financial Bid)**

1.10 The quotations received after due date and/or time will not be considered. In case of poor response to the notice, the High Court may extend the last date of submission of quotations.

1.11 Quotation sent through email or unsealed envelope will not be accepted.

1.12 Hypothetical/conditional quotation will not be considered. Quotation once submitted shall not be allowed to be amended/withdrawn.

1.13 Overwriting/over typing or erasing of the figures are not allowed and shall render the quotation invalid. Bidders shall sign each page of the quotation. Unsigned, vague or incomplete quotation will be rejected.

1.14 Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of its Contract.

1.15 Canvassing in any form or any attempt by bidder to influence the High Court's decision making process will lead to disqualification of the bid.

1.16 At any time, prior to the date of submission of quotations, the Registrar General, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Notice by amendments. The modification shall be published only on the website of High Court of Bombay. The modifications shall not be communicated to any bidder in writing. The prospective Bidders are advised to periodically browse this website to find out any further Corrigendum/Addendum/Notice published with respect to this Notice.

1.17 The offer shall remain valid for 120 days.

1.18 The High Court shall be under no obligation to accept the lowest or any other offer received in response to this notice. The High Court reserves rights to accept or reject any/all quotations, that too, without assigning any reason whatsoever and/or amend the terms and conditions before award of the contract. The High Court shall be under no obligation to meet and have discussions with any of the Bidders and/or to give a hearing on their representations.

1.19 NEGOTIATIONS:-

1.19.1 The High Court reserves the right to negotiate the prices quoted in the bid to effect downward modification.

1.19.2 The successful Bidder will be informed in writing of the date, place and time for negotiations/clarifications, through **Online / Offline method**, if required. Representatives conducting negotiations on behalf of the Bidder must have a written authority to negotiate and conclude a Contract.

1.19.3 The successful Bidder shall confirm in writing its participation in negotiations and ability to adhere to its Technical and Financial Proposals within five (5) days of receiving the notice in accordance with relevant Clauses.

2. SCOPE OF WORK:

Zoom Licenses are required for conducting Courts through Video Conferencing at the Principal Seat at Bombay High Court and its Benches at Nagpur and Aurangabad.

3. PLACING OF LETTER OF AWARD/PURCHASE ORDER :-

3.1 Objection, if any, to the Purchase Order must be reported to the High Court by the Bidder within three (3) working days from the date of the Purchase Order for modifications, otherwise it will be assumed that the bidder has accepted the Purchase Order in totality. This is applicable in case of electronic publication/delivery of Purchase Order also.

3.2 On the receipt of the Purchase Order, the Bidder shall obtain all the necessary permits for sale and delivery including transportation well within time to ensure complete, safe and timely delivery of the ordered Licenses.

3.3 The timeline for delivery of Zoom Licenses will start from the date of issue of Purchase Order.

3.4 The High Court may call upon the successful Bidder to supply any additional quantity of the technically qualified products (Make and Model) at the accepted price or reduce the quantity as per the requirement.

4. PERFORMANCE BANK GUARANTEE :-

4.1 The Successful Bidder will be required to furnish performance guarantee in the form of unconditional Bank Guarantee issued by the Bank equivalent to **10% of the contract value** within 15 days from the date of issuance of the Letter of Award. To ensure due performance of the contract, the Successful Bidder shall furnish a single unconditional and irrevocable Performance Bank Guarantee payable at Mumbai in the name of “**The Registrar General, Bombay High Court**” at his own cost **within fifteen (15) working days** from the date of issuance of the Letter of award of the Contract or prior to signing of the contract whichever is earlier of an amount equivalent to 10% of the contract value in Indian Rupees.

4.2 The Performance Guarantee shall be as per the format approved by the “Registrar General” (**Annexure – D**).

4.3 A Bank Guarantee must be properly stamped. The Bidder shall bear the necessary expenses of the Stamp duty. Unstamped or improperly stamped Bank Guarantee will not be considered as a valid Bank Guarantee.

4.4 The Bank Guarantee shall provide for payment upon first demand, without demur or protest.

4.5 The Performance Guarantee will remain valid for a period of sixty days beyond the date of completion of all contractual obligations by the successful bidder. The High Court will discharge the Performance Guarantee after completion of the Bidder’s performance obligations.

4.6 The Performance Guarantee will be invoked in case of non compliance of maintenance schedule during warranty period or breach of the contract/bidder's failure to complete its obligation under the contract.

5. SIGNING OF CONTRACT :-

5.1 The Registrar General will send the Successful Bidder a draft of an agreement to be entered into between the parties.

5.2 The Successful Bidder shall execute an agreement within 15 (Fifteen) days from the date of the Letter of Award/Purchase Order. The agreement must be duly stamped as per the provisions of the Maharashtra Stamp Act. The Bidder shall bear the necessary expenses of the Stamp duty.

5.3 The Registrar General shall be the authority signing contract for and on behalf of the High Court.

5.4 Until a formal contract is prepared and executed, the notification/letter of award shall constitute a binding contract.

6. ZOOM LICENSES ISSUANCE & DELIVERY

6.1 Delivery of required Zoom Licenses should be done within a 7 days from the date of Purchase Order. The Licenses should be delivered to email id – cpc-bom@aij.gov.in

7. VALIDITY AND ZOOM LICENSES WARRANTY :

7.1 The validity of the Zoom Licenses shall be from 03/09/2023 to 31/03/2024.

7.2 The High Court reserves the right to extend the validity period of zoom licenses provided by the bidder for further period by giving one month notice

and the concerned bidder shall provide Zoom Licences for the requested period for the same price.

8. HELPDESK REQUIREMENT :

8.1 The successful bidder shall provide online dedicated support and helpdesk services through phone, email and SMS alerts by qualified and competent support team for assisting users of the concerned Court/office.

8.2 The successful bidder shall provide escalation matrix for their sales & support function.

9. PAYMENT TERMS :-

9.1 A pre-receipted bill along with the original excise duty gate pass, if applicable, installation certificate and other relevant documents shall be submitted (three copies) to the Office of the Central Project Coordinator, e-Courts Project, Bombay High Court.

9.2 An invoice shall contain the items ordered under one Purchase Order only. Bill /Invoice shall not be combined for more than one purchase order.

9.3 On submission of Invoice, 100% payment will be made after satisfactory delivery and installation thereof.

9.4 As far as possible, payment will be made within 60 days after submission of duly signed and stamped Delivery Challans.

9.5 All payments shall be made in Indian Rupees subject to deduction of after statutory and contractual deductions including liquidated damages, if applicable.

9.6 No payment will be made for the goods which are delivered and installed over and above the Purchase Order without obtaining prior permission of the High Court.

9.7 The payment will be made in Indian Rupees after deducting the applicable taxes, legal dues, liquidated damages, if any.

10. LIQUIDATED DAMAGES :-

10.1 If successful bidder failed to deliver Zoom Licenses within the stipulated time from the receipt of application form, then liquidated damages at the rate of 0.05% of per unit cost of Zoom Licenses for each day's delay after the timeline.

10.2 If the successful bidder fails to meet the timeline for the delivery, the High Court may cancel the order and engage another contractor to carry out the work at the cost of the successful bidder and forfeit the security deposit of the successful bidder.

In case of inordinate delay in rectifying the defect is noticed, the High Court shall have every right to get the defective parts repaired at the Successful Bidder's cost.

11. CONFIDENTIALITY:-

i. The term "Confidential Information" means any written information, including without intimation, information created by or for the other party, which relates to internal controls, Router or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

ii. Information relating to the examination, evaluation, comparison, post-qualification of Proposals and recommendation of Contract award, shall be confidential and shall not be disclosed to Bidders or any other persons not officially concerned with such processes.

iii. The Bidder shall not divulge to any person, subsidiaries or groups of the Bidders or to any other person, any information obtained by it in the course of its execution of its work and all the information gathered by the Bidder shall be treated as professional communications and confidential. Any violation of this clause shall lead to cancellation of the Contract and invoking of the Bank Guarantee, if any, without notice to the bidder and he shall be liable for further damages.

iv. The Bidder shall not encourage or partake in any form of software piracy during the contract period.

v. The Bidder shall not take the High Court as reference to their prospectus of clientele for any purpose.

12. RIGHTS OF REGISTRAR GENERAL, HIGH COURT:-

The Registrar General reserves the right to make changes within the scope of the work at and to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders.

13. FORCE MAJEURE :-

13.1 Neither party will be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as *force majeure* which is beyond the control of any of the parties, including, but not limited to fire, flood, explosion, act of God.

Provided that changes in tax laws will not be considered as force majeure.

13.2 If a *force majeure* arises, the bidder shall notify the Registrar General, in writing of such condition and the cause thereof within 72 hours. Unless otherwise directed by the Registrar General, the bidder shall continue to perform his obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the *force majeure* event. The successful bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events continue to prevent or delay such performance.

14. TERMINATION:-

1. The High Court reserves the right to terminate the contract by giving 15 days notice in case of breach of any of the material obligations under the contract, if committed by the bidder, during the contract period.

2. The contract may also be terminated in case of any unsatisfactory service performance during the contract period with due notice.

3. The Registrar General, may at any time terminate the contract by giving notice without assigning any reason. In case of such termination the obligation of the Registrar General to pay consideration for performance of the contract shall be limited to the amount for the work carried out till the date of termination. Notwithstanding the termination of the agreement, the parties shall continue to be bound by the provisions of the agreement that reasonably require some action or forbearance after such termination.

15. ARBITRATION :-

In the event of any dispute or difference arising out or touching upon any of the terms and conditions of this contract and / or in relation to the implementation or interpretation hereof, the same shall be resolved initially by mutual discussion and conciliation but in the event of failure thereof, the same shall be referred to a sole arbitrator appointed with the consent of the parties and if the parties fail to agree on the arbitrator within thirty days from receipt of a request by one party from the other party to so agree the appointment shall be made, upon request of a party, by the High Court. The arbitration shall be governed by provisions of the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding upon the parties.

16. GOVERNING LAWS AND JURISDICTION :-

The Agreement shall be governed by the laws in force in India. Any dispute arising in relation to the Agreement shall be subject to the Jurisdiction of the Courts at Mumbai.

Date:- 27th July 2023

Sd/-
**Registrar General
High Court, Bombay.**

MANUFACTURER'S AUTHORIZATION FORMAT FOR FRONT LINE BIDDER

Ref:

Date:

To
The Registrar General,
High Court,
Bombay.

Subject: Manufacturer Authorization for Notice No----

Sir,

We, <Bidder/ Frontline OEM/SI>having our registered office at <Bidder/ Frontline OEM/SI address>, are an established manufacturer/Suppliers of name of quoted item (Zoom License). We <Frontline OEM/SI> authorized <bidder's name> to quote our product for above mentioned Notice.

Our full support is extended in all respects for supply and maintenance of our products. We also ensure to provide the service support for the supplied Licenses during the period from 03/09/2023 to 31/03/2024 as per terms mentioned in the Notice. In case of any difficulties in logging complaint at bidder end, user will have option to log complaints at our call support center.

We also undertake that in case of default in execution of this Notice by the <Indicate names of all supporting OEM/SI >, the <Bidder/ Frontline OEM/SI > will take all necessary steps for successful execution of this project as per Notice requirements. We undertake to provide priority in responding to your complaints and in respect of all locations.

Thanking You

For <Bidder/ Frontline OEM/SI>

<(Authorized Signatory)> Name:

Designation:

(Bidder to submit MAF in the above format only)

ANNEXURE – ‘A’
Technical Specification
Item: Zoom License

Sr. No.	Specification	Requirement	Bidder's compliance
1	Product Company		
2	Software Name (in detail)	Zoom Std. Enterprise License	
	Parameter	Requirement	
3	Webinar License free for every host	Yes	
4	Admin Dashboard	Yes	
5	Number of Participants	Up to 500	
6	Cloud Recording	Unlimited	
7	Quarterly Reviews	Yes	
8	Dedicated Phone Support	Yes	
9	Customer Success Manager for on boarding and adoption	Yes	
10	Transcription Recordings	Yes	
11	Data Centre in India	Yes	
12	Security Encryption	AES-256-GCM	
13	Local Recording	Yes	
14	Immersive View Layout	Yes	
15	Operating System Compatibility	Windows and Ubuntu	
16	Conference Room Connector (CRC)	3 Quantities	

NOTE:

- 1) All the above specifications are minimum.
- 2) Bidder shall submit brochure for the quoted product only and shall not submit brochure for any other product.
- 3) Bidder shall not use words like “Yes” or “Complied” & shall give complete details of specifications of the offered product.

ANNEXURE – ‘B’

Eligibility Criteria

Sr. No.	Item	Insert Value or check-list the box	Reference of Enclosed Proof, along with corresponding page numbers
1	The bidder shall provide Manufacturer Authorization Letter/Declaration of OEM	Manufacturer Authorization Form/OEM Declaration on OEM letter head.	
2	The bidder (s) must be an IT solution provider capable of handling Supply of Zoom Licenses and should have experience of minimum 3 years.	Copies of Work Order/Works Completion Certificate. The High Court reserves the right to seek additional supporting documents for the above Projects.	
3	The bidder's average annual financial turnover during Financial years 2019-20, 2020-21 and 2021-22 from sales and support services should not be less than Rs.1,00,000/-	*To be supported by authentic documentary evidence (audited balance sheet / CA Certificate) and confirmation regarding turnover. (The turnover refers to the company responding to this Notice and not the composite turnover of its subsidiaries/sister concerns/ techno-commercial collaborators etc.) (quote value in Rs. Lakhs)	
4	A copy GST Registration No., PAN number of the Bidder allotted by the Income Tax authorities	GST Registration No. PAN No.	

	should be submitted.		
5	<p>*A copy of the Registration number of the Bidder with attested copies of Articles of Association_(in case of Registered firm), By-laws or Certificates of registration (as applicable),</p> <p>* Partnership Deed (in case of Partnership Firm) should be submitted.</p>	<p>Registration No.</p> <p>Name the document enclosed.</p>	
6	<p>Bidder must have Infrastructure support in the form of direct service centers or their franchisees at all locations.</p>	<p>Provide Contact Details such as Name, phones, e-mails, website, manpower, Escalation Matrix etc.</p>	

ANNEXURE – ‘C’

Financial Bid

Financial Bid for all Items as per Annexure: Main Technical MT.01, Annexure Optional Technical: OT.01

1. Prices in Financial Bid should be quoted in the following format, as per the specifications in respective Annexures.
2. All prices should be quoted with warranty from 03/09/2023 to 31/03/2024.
3. Prices should be quoted in Indian Rupees and indicated both in figures and words. Figures in words will prevail.
4. Quoting incredibly low value of items with a view to subverting the Notice process shall be rejected straight away.
5. Sum total of all taxes to be given in Column 4 (Taxes). The details of all the tax types and value in percentage to be provided separately in the table below.

Sr. No.	Item Description		Unit Price (Rs.)	GST (Rs.)	Unit Price (All inclusive) with warranty from 03/09/2023 to 31/03/2024 (Rs.)	Indicative Quantity for Determining the L1 bidder/ rates only.	Total Price (All inclusive) with warranty from 03/09/2023 to 31/03/2024 (Rs.)
1	2	Make/ Model	3	4	5=3 + 4	6	7=5 x 6
1	Zoom std. Enterprise License with validity from 03/09/2023 to 31/03/2024 (incl. Webinar Licenses of 500 attendees)					70	
GRAND TOTAL VALUE (GTV) in Rs.							

Note :-

1. Unit Price (Column 5) should include packing, forwarding, freight, insurance, or any other charges.
2. All fields in the financial bid format are mandatory.
3. State entry taxes should not be included in Column in Taxes.
4. *Details of Taxes to be entered here :--

Sr. No.	Tax Type	Value (In Percentage)

Date :- Authorized Signatory

Name :-

Place :

ANNEXURE – ‘D’
Draft of Performance Guarantee
(On Stamp Paper)

To:
The Registrar General,
High Court, Bombay

WHEREAS ----- (Name of Vendor/successful bidder) has undertaken a Contract, to supply Zoom Licenses as per Notice No. HIGH COURT/ZOOM LICENSES/323/2023 dated 27/07/2023 hereinafter called "the Contract".

AND WHEREAS the contract requires the Vendor to furnish you with a Bank Guarantee for the sum specified therein as security for compliance with the Vendor's performance obligations under the Contract.

AND WHEREAS at the request of the vendor we have agreed to provide you with this guarantee:-

THEREFORE, WE (__NAME OF THE BANK __) hereby unconditionally and irrevocably undertake to pay to you upon first demand, without demur or protest, without reference to the Vendor and notwithstanding any dispute(s) between the Vendor and you a sum of up to Rs./- (amount of the guarantee in Words and Figures).

Any claim hereunder should be accompanied by a demand letter from you stating that the Vendor has failed to perform his part of the contract and specifying the amount claimed hereunder.

This Bank Guarantee shall remain valid for multiple claims provided that the claims if any should be received at the bank before close of business hours on _____

Signature and Seal of Guarantors

Date :- _____

Address: _____

Date :- _____

Address: _____

ANNEXURE – ‘E’
Draft of Agreement
(On Stamp Paper)

AGREEMENT MADE this _____ day of _____ Two Thousand Twenty Three, between _____ (hereinafter called "Tenderer") of the one part and the High Court, Bombay (hereinafter called "Purchaser") of the other part.

WHEREAS the Tenderer has Tendered to enter into a rate contract with the Purchaser to supply and install Zoom Licenses as per the delivery instructions and delivery schedule given in the Tender Document at the respective rates mentioned in the column provided for the purpose and whereas such Tender has been accepted and the Tenderer has furnished Performance Guarantee with the Purchaser in the sum of Rs. _____/- (amount of the guarantee in Words and Figures) as a security (Performance Guarantee) for the fulfillment of this Agreement. NOW IT IS HEREBY AGREED between the parties hereto as follows:

The Tenderer has accepted the Contract on the terms and conditions set out in the Notice No. **HIGH COURT/ZOOM LICENSES/323/2023** dated **27-07-2023** and Purchase Order No. **Spl./Com./ /2023** dated **00-00-2023**, which will hold good during the period of this Agreement.

The Purchaser has placed Purchase Order No. **Spl./Com./ /2023** dated **00-00-2023** with M/s _____ (Tenderer) for **supply and installation of Zoom Licenses/ 0000 Nos** (quantity and description of material) along with related accessories, at the total cost of Rs. _____/- (amount of the guarantee in Words and Figures).

Upon breach by the Tenderer of any of the conditions of the Terms and Conditions of the Notice, the consequences will follow as per those Terms and Conditions in the Notice.

Place : Mumbai.

Tenderer

On behalf of the _____

Witness: 1)

Purchaser

2)

On behalf of the High Court Bombay