

**HIGH COURT OF JUDICATURE AT BOMBAY**

**Hutatma Chowk,**

**Fort, Mumbai 400 032.**

**Tender Notice No. HIGH COURT/SMART PHONES/527/2023**

**Dated: 22/12/2023**

The High Court of Judicature at Bombay invites online bids (Technical & Financial) from eligible bidders which are valid for a minimum period of 180 days from the date of opening of bids (i.e., 11/01/2024) for entering into Rate Contract for **“The Supply, Testing and Maintenance of Smart Phones for Bailiffs at the District and Taluka Courts in the State of Maharashtra and Goa and Union Territory at Diu, Daman and Dadra Nagar Haveli at Silvassa.”** This rate contract will be valid for a period of two (2) years from the date of signing of contract.

The prospective bidders desirous of participating in this tender may submit their written queries to the undersigned on or before 29/12/2023 at 04.00 p.m. by email at [cpc-bom@aij.gov.in](mailto:cpc-bom@aij.gov.in) with the subject line “Pre-bid queries in respect of Smart Phones”. Based on queries received, the High Court may amend the Tender/issue Corrigendum, if required. Inputs/suggestions/queries submitted by Bidders as a part of the pre-bid meeting or otherwise shall be given due consideration. However, the High Court is neither mandated to accept any submission made by the Bidder nor the Bidder shall be given any written response to their submissions. If an input is considered valid, the same shall be accepted and incorporated as part of the Corrigendum.

A pre-bid will be conducted through Video Conferencing for which the required web link and time will be communicated to the bidder who has sent their queries. A link will be also published on the website of the Bombay High Court. The bidder who wants to join it has to send an Identity card letter through email, for the person who will join the video conferencing meeting. The attendance on Video conferencing will be marked as per the list of the participant. While joining the meeting, the name of the person who will join along with the name of the firm for whom he will join shall be displayed. While conducting the meeting, the participants shall maintain etiquette, if failed then they will be quit from the meeting.

Interested parties may view and download the Tender document containing the detailed terms & conditions, from the Websites viz. <http://mahatenders.gov.in> and <http://bombayhighcourt.nic.in>.

Sd/-

**Registrar General  
High Court, Bombay.**

**HIGH COURT OF JUDICATURE AT BOMBAY**

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

**Tender Notice No. HIGH COURT/SMART PHONES/527/2023**

**Tender Document for entering into Rate Contract for the Supply, Testing and Maintenance of Smart Phones for Bailiffs at the District and Taluka Courts in the State of Maharashtra and Goa and Union Territory at Diu, Daman and Dadra Nagar Haveli at Silvassa.**

### Document Control Sheet

Tender Reference No.	<b>HIGH COURT/SMART PHONES/527 /2023</b>
Name of Organization	High Court of Judicature at Bombay
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category(Services/Goods/works)	Goods/Service
Type/Form of Contract (Work/Supply/Auction/Service/Buy/Rate Contract/Empanelment/Cell)	Supply/service/Rate Contract/Empanelment
Product Category	Electronics/Information Technology
Re-bid submission allowed (Yes/No)	Yes
Is Offline Submission Allowed (Yes/No)	No
General Technical Evaluation Allowed (Yes/No)	No
Withdrawal Allowed (Yes/No)	No (after Technical Bid Opening)
Is Multi Currency Allowed	No (Only INR)
Payment Mode (Online/Offline)	Online
Date of Issue/Publishing	27/12/2023 (11.00 a.m.)
Document Download/ Sale Start Date	27/12/2023 (11.00 a.m.)
Document Download/ Sale End Date	10/01/2024 (01.30 p.m.)
Clarification Start Date	27/12/2023 (11.00 a.m.)
Clarification End Date	29/12/2023 (04.00 p.m.)
Pre-bid Meeting	03/01/2024 (12.30 p.m.)
Last Date and Time for Uploading of Bids	10/01/2024 (01.30 p.m.)
Date and Time of Opening of Technical Bids	11/01/2024 (02.00 p.m.)
Tender Fee	<b>Rs.15,000/- (Rupees Fifteen Thousand Only)</b>
Number of Covers/Packets (Technical and Financial)	2
Bid Validity days (180/120/90/60/30)	180 day
Location (Work/Services/Items/As per Tender document)	As per Tender document
Address for Communication	<b>Registrar General High Court, Bombay</b>

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## **INSTRUCTIONS FOR ONLINE BID SUBMISSION:-**

The Registrar General on behalf of the Bombay High Court invites Online bid for entering into Rate Contract for "**The Supply, Testing and Maintenance of Smart Phones for Bailiffs at the District and Taluka Courts in the State of Maharashtra and Goa and Union Territories at Diu, Daman and Dadra Nagar Haveli at Silvassa**".

A Tender document has been published on the e-tendering System of Government of Maharashtra at <http://mahatenders.gov.in>. The bidders are required to submit soft copies of their bids electronically on the e-tendering System of Government of Maharashtra, using valid Digital Signature Certificates.

Detailed information for submitting Online bids may be obtained at <http://mahatenders.gov.in>.

### **PREPARATION OF BIDS :-**

Please go through the 'Tender Advertisement' and the 'Tender Document' carefully to understand the documents required to be submitted as a part of the bid. Please note the number of covers [**as per Annexure-14**] in which the bid documents have to be submitted, the number of documents - including the names and contents of each of the document that need to be submitted. Any deviations therefrom may lead to rejection of the bid.

Bidder, in advance, should get ready the bid documents to be submitted as indicated in the Tender document/schedule and generally, it can be in PDF / RAR format. Scanned documents should be legible.

Before submitting the bid, the bidders shall take into account corrigendum, if any, published before submitting their bids.

### **ASSISTANCE TO BIDDERS :-**

1. Any queries relating to the Tender document and the terms and conditions contained therein should be addressed to the **Central Project Coordinator** by sending email at [cpc-bom@aj.gov.in](mailto:cpc-bom@aj.gov.in) or calling telephone No. 022-20820665 as mentioned in the Tender document.

2. Any queries relating to the process of online bid submission or queries relating to e-tendering System of Government of Maharashtra at <http://mahatenders.gov.in>, in general may be available at 24x7 Help desk. The Contact No. is 1800 3070 2232 / Mobile : +91-7878107985, +91-7878107986 + 91-7878007972 and +91-7878007973.

## SECTION- I

### **1.1 SUBMISSION OF PROPOSAL :-**

**1.1.1** Bidder should log on the e-tendering system of the Government of Maharashtra well in advance for a bid submission so that it is uploaded on or before the bid submission time. The High Court shall not be responsible for any delay due to any issues/ uploading of a Bid or depositing online Fee/EMD, etc.

**1.1.2** The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender document as per **Annexure-14**.

**1.1.3** Only “Online” payments will be accepted.

**1.1.4** Bidders are requested to note that they shall submit their Technical bids and Financial bids in the pdf /xls/RAR format. No other format is acceptable.

**1.1.5** Technical and Financial bid shall be typed or written and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation and shall form a part of the Proposal. The name and position of each person signing the authorization must be typed or printed below the signature. All pages of the Proposal shall be signed or sealed by the person signing the Proposal.

**1.1.6** The time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referring the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

**1.1.7** Upon the successful and timely submission of bids, the ‘**Portal**’ will display a successful bid submission message & a bid summary will be displayed with the Bid No., the date and time of submission of the bid and all other relevant details.

**1.1.8** The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening Meetings.

**1.1.9** Bids must contain the name, office and after office hours addresses including telephone number(s) including of the person(s) who are authorized to submit the bid with their signatures. A certificate from bidder’s HR/Legal Department must be enclosed with the bid certifying that the person(s) who signed the bid are person(s) authorized to sign on behalf of the Company.

**1.1.10** Bids which are unsigned, unstamped and without certificate of authorized person from bidder's HR/Legal Department, shall not be accepted.

**1.1.11** Bids which are **NOT** submitted as per the specified format and nomenclature shall be out rightly rejected.

## **1.2 UNIFORMITY:-**

To provide uniformity and to facilitate comparison of proposals, all information submitted must refer to the page number, section, or other identifying references in this tender document. All information submitted must be noted in the same sequence as they appear in this tender document. All pages of the proposal must be paginated.

## **1.3 ONLY ONE PROPOSAL:-**

Bidder may submit only one proposal. If a Bidder (including a partner in a Consortium or Joint Venture) submits or participates in more than one proposal, such proposals shall be rejected.

## **1.4 COST OF BIDDING:-**

Bidders shall bear all costs associated with the preparation and submission of its Proposal. The High Court shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **1.5 PROPOSED MATERIAL :-**

**1.5.1** The Proposal material submitted in response to the Tender becomes the property of the High Court and is to be appended to any formal document which would further define or expand the contractual relationship between the High Court and the Bidder. All the materials submitted will be considered as part of this Tender.

**1.5.2** The Bids and all correspondence and documents relating to the bids shall be in English.

**1.5.3** Tender process will be over after the issuance of **Letter of Award/Purchase Order** to the successful Bidder(s).

## **1.6 SUBCONTRACTING:-**

**1.6.1** The Bidder shall not assign or sub-contract any part of the contract to any individual, firm or entity, in any form without prior written permission of the Registrar General.

**1.6.2** The successful bidder may outsource certain non-critical activities in the scope of work like installation of the equipment to a third party after prior written consent from the High Court. However, such consent shall not relieve the successful bidder from any liability or obligation under the contract.

**1.6.3** Any breach of the restriction may result in termination of the contract and forfeiture of the EMD/ Security Deposit and encashment of the Performance Bank Guarantee.

### **1.7 NEGOTIATIONS:-**

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

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

**1.7.3** 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.

### **1.8 ACCEPTANCE AND REJECTION OF PROPOSAL:-**

**1.8.1** The Registrar General reserves the right to accept or reject any Proposal and to annul the bidding process and reject all Proposals at any time before issuance of a Letter of award/Purchase Order without assigning any reasons and without incurring any liability to the Bidders.

**1.8.2** The High Court is not bound to accept the lowest tender and acceptance of tender may also be based on systems with technically sound features. In this regard, the decision of the High Court shall be final.

**1.8.3** Specifications mentioned in the tender document are minimum requirements for the proposed system. However, the bidder may offer a higher configuration over and above the requirement. Offers not meeting the minimum requirement shall be rejected.

**1.8.4** The Bidder shall quote only the latest model of equipment and shall give details of the Make and Model, Year of Manufacture and End of Life of the Products quoted by him.

**1.8.5** The Bidder shall not quote outdated, obsolete, discontinued, unsupported products or products that are at the End of Life. The High Court reserves the right

to reject such product/s and accept the product/s which is/are better in quality and/or performance.

**1.8.6** Where the bidder is not the OEM, he shall be the sole authorized dealer/distributor of products to be supplied and shall submit the Manufacturers Authorization Form (MAF) in this regard along with the bid. The High Court reserves the right to disqualify the bidder who fails to produce MAF in the prescribed format.

**1.8.7** Any conditional and/or incomplete bid shall be summarily rejected.

### **1.9 PRICE OFFER AND TAXES :-**

**1.9.1** The Bidder may provide multiple solutions as a part of the technical bid but shall submit ONLY ONE financial bid. In case of more than one financial bid, the bid will be considered non-responsive. Prices quoted in the bid must be firm and inclusive of all taxes, rates, fees, surcharges, and duties and shall not be subject to any upward modifications, on any account whatsoever. No alternate/conditional price offers shall be allowed.

**1.9.2** All rates and prices once 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.

### **1.10 ACCEPTABLE BANKS:-**

**1.10.1** All Bank related documents should be submitted only from the Nationalized / scheduled Banks.

**1.10.2** Bids are to be submitted as per the “**Annexure – 14: Bid Submission**”. While submitting the bid, the bidder shall check the list at **Annexure – 15**.

### **1.11 BID SCOPE:-**

The Bidder cannot bid for a specific portion of the tender scope and shall bid for the entire tender.

### **1.12 BID VALIDITY:-**

The bids shall remain valid for a period of **180 days** from the date of opening of the bid. The validity period can be extended at the sole discretion of the Registrar General.

### **1.13 BID PRICES:-**

**1.13.1** The Bidder shall give the pricing as a total composite price inclusive of GST, packing, forwarding, freight and insurance etc. applicable to the Contract. The Tax components will be calculated separately.

**1.13.2** The arithmetical errors in Financial Proposal shall be rectified as under:

i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and respective weightage, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Registrar General, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

iv) If there is a discrepancy between the quantity specified by the High Court and the quantity indicated by the Bidder in any price schedules, the quantity specified by the High Court shall prevail and shall be corrected accordingly.

**1.13.3** If the Bidder does not accept the correction of errors as per this Clause, his bid will be rejected and the amount of EMD forfeited. The High Court may invite the next lowest Bidder for negotiations and finalization of the Contract/Agreement.

**1.13.4** The prices of all such item(s) against which the Bidder has not quoted rates/amount (viz., items left blank or against which “-” is indicated) in the Price Schedules will be deemed to have been included in other item(s).

### **1.14 DISCOUNTS :-**

The Bidders are advised not to indicate any separate discount in the Financial Bid. The Bidders shall include discount, if any, in the total price. Discount of any type indicated separately, shall not be taken into account for evaluation purpose. However, in the event of such an offer is found to be the lowest without taking into account the discount, the High Court shall avail such discount at the time of award of a contract.

### **1.15 MODIFICATION AND WITHDRAWAL OF BIDS:-**

**1.15.1** The Bidder is allowed to modify or withdraw its submitted bid any time before the last date prescribed for receipt of bids, by giving in writing, an intimation 7 days in advance.

**1.15.2** After the last date for receipt of bids, no modification/ withdrawal of bids shall be allowed.

**1.15.3** The Bidders cannot withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid. Such withdrawal may result in the forfeiture of its EMD of the Bidder.

### **1.16 LOCAL CONDITIONS:-**

**1.16.1** Each Bidder shall fully get acquainted with the local conditions and factors, which may have any effect on the performance of the contract and /or the cost.

**1.16.2** The Bidder is supposed to know all conditions and factors, which may have an effect on the execution of the contract after the issue of Letter of Award/Purchase Order as described in the bidding documents. The Registrar General shall not entertain any request for clarification from the Bidder regarding such local conditions.

### **1.17 CONFLICT OF INTEREST:-**

**1.17.1** Bidders must disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of a Bidder or termination of its Contract.

**1.17.2** In the event of a conflict of interest, the Bidder may seek no objection from the High Court to bid. Such a request will be considered on merits. will be considered on merits.

### **1.18 CONFIDENTIALITY :-**

**1.18.1** 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.

**1.18.2** 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.

**1.18.3** The Bidder or Service Provider should not disclose to any other party and keep confidential the terms and conditions of this tender, any amendment hereof, and any Attachment or Annexure hereof.

**1.18.4** At all times during the performance of the Contract, the bidder or Service Provider shall abide by all applicable High Court security rules, policies, standards, guidelines and procedures. The bidder or Service Provider shall note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

**1.18.5** The bidder or Service Provider shall not disclose to any other party and keep confidential the terms and conditions of this tender, any amendment hereof, and any Attachment or Annexure hereof.

#### **1.19 CLARIFICATION OF PROPOSALS:-**

**1.19.1** To assist in the examination, evaluation, comparison and post-qualification of Proposals, the High Court may, in its discretion seek, clarification of its Proposal in any bid. The Bidder must furnish the required clarification in writing within the stipulated time.

**1.19.2** Any clarification submitted by a Bidder that is not in response to a request by the High Court shall not be considered.

**1.19.3** No change in the prices or substance of the Proposal shall be sought, offered, or permitted, after the opening of Financial Proposals, except to confirm the correction of arithmetic errors identified by the High Court in the evaluation of the Proposals.

**1.19.4** No inquiry shall be made by the bidder(s) during the evaluation of the Tender, after the opening of the bid, till the final decision is conveyed to the successful bidder(s). However, the Registrar General may seek clarifications from

the bidders, which the bidders must furnish within the stipulated time else the bid of such defaulting bidders will be rejected.

### **1.20 NON-CONFORMITIES, ERRORS AND OMISSIONS:-**

**1.20.1** The bidder is expected to comply with the true intent of this tender and shall not avail benefits of any errors or omissions to the detriment of the services. Should the bidder suspect any error, omission, or discrepancy in the specifications or instructions, the bidder shall immediately notify the Registrar General in writing, and the Registrar General shall issue instructions to be followed. The bidder is responsible for the contents of its Proposal and for satisfying the requirements set forth in the tender document. The High Court may waive any non-conformity or omission in a technically qualifying Proposal that does not constitute a material deviation.

### **1.21 UNDUE INFLUENCE:-**

Any attempt by a Bidder to influence the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions, in any manner, may be treated as sufficient ground for the rejection of its Proposal.

### **1.22 AMENDMENT OF BID DOCUMENTS :-**

**1.22.1** At any time, prior to the date of submission of Bids, the Registrar General, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments. The modification shall be published only on the website of High Court and e-tendering website of Government of Maharashtra. The modifications shall not be communicated to any bidder in writing. Prospective Bidders are advised to periodically browse this Website to find out any further Corrigendum / Addendum / Notice published with respect to this Tender.

### **1.22.2 RIGHT TO ALTER ITEMS:-**

The High Court reserves the right to include or exclude any tender item, and also to make change in specifications or quantity of any items.

### **1.22.3 MODIFICATION AND WITHDRAWAL OF OFFERS :-**

The bidder may modify its bid through e-tendering system at any time prior to submission of bids. However, withdrawal of original offer will not be allowed. No offer can be modified by the Bidder, subsequent to the closing date and time for submission of offers. If a date of submission is extended due to some reasons,

modification in offer is possible till extended period provided bid has not been opened.

**1.22.4** In the event that the Bidder is amalgamated/merged or otherwise taken over/ by another entity or/is hired off to another entity all the obligations under the agreement with the High Court, shall also be complied with by the new entity/resulting company.

**1.22.5** If the name or clarification of the product undergoes any change all techno-fiscal benefits if any shall be passed on to the High Court.

**1.22.6** During the validity of the Bid including the extended period, if any, if the Bidder quotes, sells or exhibits written intention to sell any System or sub-system of the same or equivalent configuration to any other Department/ Organization at a price lower than the price fixed for the High Court under similar terms and conditions, the Bidder shall forthwith upon quoting such lower rate(s) pass on the cost benefit to the High Court. In the event of lowering of Government levies subsequent to the finalization of the Bid, the Bidder shall pass on the benefits to the High Court, and in the event of increase in government levies subsequent to the finalization of the Bid; the High Court shall bear the pro-rata increase to the Bidder, if the same have been explicitly given in the Financial Annexure.

**1.22.7** Request by selected Bidder for rate variation due to fluctuation in the foreign exchange rate (USD) will not be considered.

**1.22.8** During the validity of Bid, in case the High Court notices that the market rates have come down were finalized or upon selection of new system configuration based on market trends or for the reasons of technological changes, the High Court may ask the technically qualified bidders to re-quote the prices. The time difference between such re-quotes will be minimum 6 months except in case of the Union Budget. All those technically qualified bidders, whose EMD have been returned by the High Court during/after the evaluation of the Tender, will have to submit the EMD of the same amount along with the revised price quotations.

**1.22.9** This bid is not exclusively reserved for Make in India class 1 local supplier. As per DPIIT Order 2017, bidders from Class 1 / Class 2 local suppliers may quote prices with L1 + X% as stated in Public Procurement (Preference to Make in India) Order 2017 dated 04.06.2020. In the case of electronic goods, the eligible bidder shall comply with the verification of local content/ Domestic Value Addition as per the notification dated 7<sup>th</sup> September 2020 issued by the Ministry of Electronics and Information Technology (IPHW) Division.

**1.22.10** Preference will be given to domestically manufactured electronic goods in procurement due to security reasons and in Government procurement Guidelines as per Govt. Notification No: 33(3)/2013-IPHW dated 23/12/2013 and subsequent amendments/clarifications will be followed for implementation. Bidders must submit an undertaking on a Stamp Paper of requisite value mentioning the percentage of domestic value addition (in terms of BOM), to fall under this category and avail the preference.

**1.22.11** Any bidder from a country that shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. Non-compliance or incorrect declaration(s) may result in immediate termination of the contract and further action in accordance with the law. The bidder shall submit the declaration in the Format as given in this document (**Annexure -20**)

**1.22.12** The Bid of the bidders, quoting false information will be cancelled and EMD will be forfeited. Bidders, who do not provide this undertaking, shall not be considered.

### **1.23 OBJECTIVE / SCOPE :-**

**1.23.1** The High Court of Judicature at Bombay invites a tender from a reputed manufacturers/suppliers for entering into Rate Contract for "The Supply, Testing and Maintenance of Smart Phones for Bailiffs at the District and Taluka Courts in the State of Maharashtra and Goa and Union Territories at Diu, Daman and Dadra Nagar Haveli at Silvassa".

**1.23.2** This Tender caters to the supply, testing and maintenance of Hardware systems and related sub-systems.

**1.23.3** e-Tender is valid for 180 days from the date of opening. The Tender is invited to supply, install and operationalize the items as given in the "**Annexure – 8: Technical**".

### **1.24 GENERAL INSTRUCTIONS TO THE BIDDERS:-**

**1.24.1** The cost of preparing a proposal, the cost involved for the technical presentation and of visits to the High Court is not reimbursable.

**1.24.2** All alternation over-writings in the proposal should be authenticated by the initials of the authorized signatory.

**1.24.3** Successful bidder must ensure his establishment in India and Maharashtra and location mentioned in this tender document for services and support.

**1.24.4** The decision of the High Court arrived during the various stages of the evaluation of the bids is final and binding on all bidders. Any representation towards these shall not be entertained by the High Court.

**1.24.5** In case the successful bidder is found in breach of any condition(s) of the Tender or supply order, at any stage during supply/ installation/commissioning or warranty period, legal action as per Rules/Laws will be taken.

**1.24.6** Canvassing in any form will lead to disqualification of the bid. Any attempt by the bidder to bring pressure towards the High Court's decision-making process, such bidders shall be disqualified for participation in the present Tender and this bidder may be liable to be debarred from bidding for the High Court Tenders in future.

### **1.25 DEFINITIONS:-**

a) **“Applicable Law”** means the laws, enactments and any other instruments having the force of law in India, as may be issued from time to time.

b) **“Authority”** means the authorized officer of the concerned Court/Court Receivers/the Maharashtra Judicial Academy, Uttan (MJA) and Maharashtra State Legal Services Authority.

c) **“Bank” or “Banks”** refers to all Nationalised and scheduled Indian Banks as per the current list of Reserve Bank of India.

d) **“Bidder”** means a Company, a firm or Joint Venture or Consortium which participates in the tender and submits its proposal.

e) **“Commissioning” means** testing operations and functionalities of the installed equipment and ensuring that it delivers the result as per the tender specifications.

f) **“Consignee”** means the officer authorized by the High Court for receiving goods at the place of receipt;

g) **“Contract”** means an agreement entered into between the Registrar General of High Court and the Service Provider / Bidder, as recorded in the Contract Form signed by the parties, including all attachments and all documents incorporated by reference therein.

h) **“Contract Price”** means the price payable to the Successful Bidder under the ‘Letter of Award’ for the full and proper performance of its contractual obligations. The Contract Price shall be deemed as “Contract Value” appearing anywhere in the document.

i) **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the contract, procurement process or in contract execution.

j) **“Court”** means all Courts and Tribunals within the jurisdiction of the High Court.

k) **“Delivery”** means the delivery of item, sub-items and necessary peripheral units and connecting cables, etc.

- l) **“High Court”** means the High Court of judicature at Bombay and its Benches at Nagpur and Aurangabad and Seat at Panjim Goa.
- m) **“in writing”** means communicated in written form with proof of receipt.
- n) **“Installation”** means installation of the technically tested/accepted items at the Site.
- o) **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name, service marks, brands, propriety information, whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- p) **“Kick Off Meeting”** means a meeting convened by the High Court to discuss and finalize the work execution plan and procedures with the successful Bidder.
- q) **“Letter of Award”** means a signed letter by the Registrar General, High Court to award the work.
- r) **“NIT”** is the Notice Inviting Tender. It is essentially the Press Notification of the Tender.
- s) **“OEM”** means Original Equipment Manufacturer.
- t) **“Registrar General”** means the Registrar General of the High Court of Judicature at Bombay.
- u) **“Rate Contract”** (or the term ‘framework agreement’ in certain contexts) means an agreement between a Central Purchase Organisation or procuring entity with one or more bidders, valid for a specified period of time, which sets out terms and conditions under which specific procurements can be made during the term of the agreement and may include an agreement on prices which may be either predetermined or be determined at the stage of actual procurement through competition or a predefined process allowing their revision without further competition.
- v) **“Service Provider”** means a Company a firm or Joint Venture or Consortium which participates in the tender or supplying the Services and work under Contract.
- w) **“Site”** shall mean all identified locations within the jurisdiction of the High Court or any other place as directed by the Registrar General, where the bidder/ Service Provider shall carry out any installation or is required to provide any Services.
- x) **“Site Acceptance Test (SAT)”** is a process of testing the offered product/service to be provided by the Bidder at High Court or at factory premises/Testing Lab of the bidder. SAT comprises of ‘Product Acceptance Tests’ with respect to Technical Specifications [as specified in this tender], checking the installation, commissioning and integration of sub- components etc.

y) “**Sub Contractor**” means any person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Services is subcontracted by the bidder / Service Provider.

z) “**Successful Bidder**” means the Bidder, who, after the complete evaluation process, gets the Letter of Award.

#### **1.26 FEES:-**

The Bidder needs to submit non refundable tender fee of **Rs.15,000/- Fifteen Thousand Only** by online.

#### **1.27 EARNEST MONEY DEPOSIT (EMD) :-**

**1.27.1** Bidders are required to submit refundable EMD as per Annexure -1: Earnest Money Deposit by online or by uploading Bank Guarantee as provided in clause 1.27.3.

**1.27.2** Where the amount of EMD is below Rs.1,00,000/- (Rupees One lakh), it is mandatory to submit EMD by online. A Bank Guarantee will not be accepted where the amount of EMD is below Rs.1,00,000/- (Rupees One lakh).

**1.27.3** Bidders shall upload a copy of a Bank Guarantee in the form of a Bank Guarantee in “Annexure – 19” in the Technical Cover. The Original Bank Guarantee be submitted to the High Court before the time of bid opening i.e. 11/01/2024 at 11:00 am (as mentioned in the Annexure – 6).

**1.27.4** 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 considered as a valid Bank Guarantee.

**1.27.5** The Earnest Money Deposit will be returned as per procedure of etendering.

**1.27.6** The EMD of the successful Bidder will be returned when the Successful Bidder has signed the Contract Agreement and has furnished the required Performance Guarantee.

#### **1.27.7 Exemption from payment of Tender fee & Earnest Money Deposit (EMD):**

a) Indian manufacturers who are registered as Micro Small Medium Enterprises (MSME) with the District Industries Centre (DIC) or National Small Industries Commission (NSIC) or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME are exempted from payment of earnest money deposit and Tender Fee provided they to furnish a photocopy of a valid registration certificate in support of claim along with their request letter.

- b) The certificate should be valid on the scheduled date/Extended date of submission of tender.
- c) Wholesale and retail sale under codes 46 and 47 of NIC 2008 do not fall under MSME category. As such, the **bidders dealing in wholesale and retail sale of the Smart Phones are not entitled for exemption from payment of Tender fee and/or EMD.**
- d) The items of Product/Services mentioned under the certificate should be the same or similar to the tendered items.
- e) **In case the MSME registration certificate is found to be invalid during evaluation, the bid of such bidder shall be rejected.**

#### **1.27.8 Forfeiture of EMD:**

The EMD will be forfeited under the following circumstances:

- (i) If a Bidder withdraws its bid during the period of bid validity, Or
- (ii) If the Bidder fails to accept corrections of arithmetic errors identified by the High Court in the Bidder's bid (if any), Or
- (iii) If the Successful Bidder fails to make arrangement for technical evaluation of the offered product within the stipulated time, Or
- (iv) If the Successful Bidder fails to accept the Letter of Award and /or execute an agreement within the stipulated time, Or
- (v) If the Successful Bidder fails to furnish the Performance Guarantee within the stipulated time.

#### **1.28 ELIGIBLE BIDDER :-**

The eligible Bidder shall be shortlisted during the evaluation process for this tender at the High Court.

#### **1.29 ELIGIBILITY CRITERIA :-**

**1.29.1** Eligibility Criteria is given in the “**Annexure – 3: Eligibility Criteria**”.

**1.29.2** Documentary evidence for compliance with each of the eligibility criteria must be enclosed along with the bid together with the references as required in the “**Annexure – 3 : Eligibility Criteria**”. The bidder shall check a list (Annexure-15) before uploading documents for the eligibility criteria.

**1.29.3** Relevant portions, in the documents submitted in pursuance of eligibility criteria, shall be highlighted and all pages of the bid document should be serially numbered.

1.29.4 If a bid is not accompanied by all the above-mentioned documents, the same would be rejected.

1.29.5 The High Court reserves the right to seek clarifications on the already submitted documents.

### 1.30 TECHNICAL BID:-

1.30.1 Details of types of equipment and Technical Specifications/requirement to be procured are given in “**Annexure – 8: Technical**” and “**Annexure - 9**”. While submitting a bid, the bidder shall check a list as per **Annexure-15**.

1.30.2 Technical bid and list of the enclosure must be properly numbered and indexed along with signatures of the authorized representative of quoting bidder(s).

1.30.3 The Bidders shall specify the Make and Model of the equipment/item quoted. The bidder should enclose relevant technical brochures for the item(s) quoted.

1.30.4 No deviations in terms & conditions of the Tender document, technical specifications shall be accepted.

### 1.31 FINANCIAL BID:-

1.31.1 Details for submitting Financial Bids are given in “**Annexure – 10: Financial, Annexure - 11: MF01A and Annexure – 12: MF01B**”. The bidder shall submit the Financial bid for the corresponding configuration/description as indicated in “**Annexure – 8: Technical and Annexure 9: Main Technical MT.01**”.

1.31.2 Bidders shall indicate the rates in clear/visible figures as well as in words. In case of a mismatch, the rates written in words will prevail.

1.31.3 Bidder should not quote products that are bearing obsolescence. However, if it happens, the successful bidder will supply the next higher version of the technically accepted product at the accepted price.

1.31.4 In the Financial Bid, the basic prices in Indian rupees should be quoted separately for each set of items given in “**Annexure – 8: Technical**” inclusive of Interface Cables, Power Cables, related accessories, Documentations of sub-assemblies of the system and Operating Manuals of the systems, Packing, Forwarding, Freight, Insurance, Installation charges at sites and Warranty, etc.

1.31.5 Excise duty, GST and any other tax as applicable should be quoted separately, failing which these are not payable extra.

### **1.32 OPENING OF PROPOSAL:-**

The Evaluation Committee or its authorized representative will open the tenders.

### **1.33 EVALUATION:-**

**1.33.1** The evaluation committee of the High Court would evaluate the bids based on the specifications, adequacy of equipment and performance of the types of equipment.

**1.33.2** The Registrar General reserves the right to modify the Evaluation Process at any time during the Tender Process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

**1.33.3** Any time during the process of evaluation, the Registrar General, may seek clarifications from any or all Bidders.

### **1.34 TECHNICAL EVALUATION PROCESS:-**

**1.34.1** A duly constituted Technical Evaluation Committee (TEC) will shortlist Technical Bids based on technical parameters, better quality, performance, etc.

**1.34.2** Technical evaluation will be carried out mainly based on technical specifications provided in the Tender document.

**1.34.3** The Bidder shall submit a duly filled Technical Verification Data Sheet (TVDS) along with all supporting technical data sheets (for all sub-assemblies).

**1.34.4 Operating System compatibility certificate:** The Bidder shall submit a Benchmark report (snapshots and full description report) as per the tender requirement (for the exact same configuration as what is being quoted) along with the bid. The Bidder has to mention the name and version of the benchmark tool used.

**1.34.5** During the technical evaluation, the Bidder may be called upon to arrange all the necessary Hardware and software utilities to demonstrate the benchmark result at the High Court/Bidder's work premises located anywhere in India.

**1.34.6** To test the reliability of the quoted configuration during technical evaluation, High Court may put the system for test under any of the available diagnostic/reliability test utility. This test will be run continuously for a period that will be decided by the Technical Evaluation Committee (TEC).

**1.34.7** Quality & Performance of the item offered: The Bidder shall submit the required certificates for the quoted item.

**1.34.8** If required, the shortlisted Bidders may be asked to bring the quoted products as per specifications set out in “**Annexure – 8: Technical and Annexure – 9: Technical MT.01**” measuring equipment and technical manpower to the High Court/at bidder’s premises as per schedule to be intimated to them for technical evaluation. The bidder shall be solely liable to bear all costs and expenses associated with the technical evaluation of the quoted product. In case the bidder fails to bring and demonstrate the working of the quoted products within the time frame given by the High Court for evaluation, the bid shall be rejected.

**1.34.9** For Technical evaluation, the bidders have to ensure the availability of an appropriate specialist from their organization equipped with all documentation required for interacting with the TEC & evaluation team. In case a bidder does not make the required specialist along with proper documentation available, then such a defaulter's bid shall stand rejected.

### **1.35 EVALUATION OF FINANCIAL BIDS:-**

**1.35.1** Financial bids will be evaluated based on better quality, performance and/or individual price or total price all-inclusive of the price of product, taxes and two years comprehensive annual maintenance charges (CAMC) and delivery & installation and complete operationalization charges in anywhere in Maharashtra and Goa and Union Territory, for item/items in “**Annexure – 8 : Technical and Annexure - 9 : Technical MT.01**”.

**1.35.2** The Financial Bids of only those Bidders shortlisted by TEC will be opened in the presence of their Representatives if any on a specified date and time to be intimated to the respective Bidders by Tender Process Section. The Financial Bids will be evaluated by a duly constituted Eligibility Committee (EC).

**1.35.3** The High Court may call for revised Financial Bids if required from the technically shortlisted Bidders before the opening of the original financial bids for recommending the final selection.

**1.35.4** If revised financial bids are called for, the revised bids should NOT be higher than the original bids except in case of change in Government levies, otherwise the bid shall be rejected. The lowest Bidder will be selected as per “Clause 1.39 : Award Criteria”.

### **1.36 PRESENTATIONS BEFORE A COMMITTEE :-**

The High Court may call the shortlisted Bidders, whose bid is found responsive to give a presentation/demonstration of their Proposal/Product on a date and time to be determined by the Registrar General. No proposer will be entitled to be present during, or otherwise receive any information regarding Presentation / Demonstration of any other Bidder.

### **1.37 ACCEPTANCE TESTING PROCESS:-**

**1.37.1** The High Court reserves the right to ask for a technical elaboration/clarification from the Bidder on the already submitted Technical Proposal at any point of time after opening the proposal. The Bidder has to furnish the required information to the High Court on the date asked for at no cost to the High Court.

**1.37.2** The systems must be supplied in full as per the ordered configuration for acceptance.

**1.37.3** No system with short supply or alternate product shall be taken up for acceptance testing under any circumstances.

**1.37.4** The acceptance tests will include running the evaluation test conducted during technical evaluation of the items quoted by the Bidder. The systems must give the same performance results as shown during initial Technical Evaluation tests.

**1.37.5** The offered systems/Items, in addition to meeting the evaluation tests, should also contain the same subsystems (Brand/Manufacturer) as were given at the time of initial evaluation tests.

**1.37.6** Failure to fulfill any of the aforementioned conditions will entail rejection of the bid along with forfeiture of the Security Deposit and the High Court will be entitled to procure the same items from alternate sources at the risk and cost of the bidder. In such eventuality, the High Court may call upon the next lowest Bidder for acceptance test and test and finalization of the Contract/Agreement, provided the L2 bidder matches the L1 price.

**1.37.7** No acceptance testing will be undertaken by the High Court unless the Technical Verification Data Sheet (TVDS) concerned with the offered products, is provided to the High Court, at least 7 days in advance before the date from which the actual acceptance testing is to start.

**1.37.8** During the process, on the sub-assembly level if specifications/Model of any item changes and becomes non-available due to obsolescence/up-gradation of technology, the bidder within already approved cost may offer the item with equivalent or having better features in terms of performance and specifications. The item(s) so offered will be evaluated at the High Court for its acceptance.

**1.37.9** The Successful Bidder shall provide a schedule for conduct of acceptance testing dates along with comprehensive material details by the Bidder within 15 working days from the date of issuance of the letter to that effect.

**1.37.10** The testing of items must be generally completed before the delivery date.

**1.37.11** Normally, testing and acceptance of the Systems/items will be done at the Factory premises/Testing Lab of the bidder, or as suggested by the High Court, where it will be tested as per the ordered specifications where representatives from the bidder and the High Court will be present. The testing location/premises must be suitable/ agreeable to the High Court. The testing premises must fulfill the normal working IT Office environment conditions.

**1.37.12** The bidder shall be solely liable to bear all costs and expenses associated with the acceptance testing of the quoted product.

**1.37.13** The High Court reserves the right to reject any item if found unsuitable and /or not conforming to the approved specifications. The rejected items, if any, shall have to be taken back and replaced by new items forthwith at the cost of the bidder. No payment will be made for rejected items.

**1.37.14** The items which are accepted after testing should be sealed inside carton under the joint signatures of the representative(s) of the High Court and Bidder's Representative and then sent along with the packing list giving serial numbers and part numbers of all possible Items and copy of the acceptance test report to the specific location.

**1.37.15** The Systems/Items to be supplied should work under the specified Operating Systems. It shall be the exclusive responsibility of the Bidder supplying the Systems to provide appropriate device drivers and solutions for these System software platforms.

**1.38 RIGHT TO INSPECT :-**

The Registrar General or officer authorized by him reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, firm

reputation, and other qualifications of the Bidder and any of its consortium partners, during the evaluation period, as well as throughout the life of the Contract.

### **1.39 AWARD CRITERIA:-**

**1.39.1** A contract will be awarded to an eligible bidder whose commercial offer is determined to be L1, the lowest evaluated valid offer for a particular item or all items.

**1.39.2** Lowest bidder will be decided based on a unit price and/or aggregate price of the items and/or better quality, performance, etc.

**1.39.3** In the event of any mismatch in the Gross Total Value (GTV) mentioned at **Annexure - 11 : MF.01A** and total of **Annexure-12 : MF.01B** of the lowest quoting bidder, the following criteria will be adopted to remove the discrepancy between these two values:

i) When GTV has given in **Annexure – 11 : MF.01A** is greater than the GTV given in Annexure MF.01B: The value given in **Annexure – 12 : MF.01B** will be taken as the value for Annexure MF.01A.

ii) When GTV has given in **Annexure – 11 : MF.01A** is less than the GTV given in Annexure MF.01B: The value given in **Annexure – 12 : MF.01B** will be replaced with the value given in **Annexure – 11 : MF.01A** and the item wise value for each item in **Annexure – 12 : MF.01B** will be reduced on a Pro-Rata basis and consequently unit values will be worked out.

**1.39.4** If a lowest quoting bidder fails to accept the individual unit rates rationalized/reworked as per the above procedure, his bid will stand cancelled. EMD of such defaulting bidder will be forfeited. In such eventuality, the High Court may invite the next lowest Bidder for negotiations and finalization of the Contract/Agreement.

**1.39.5** The High Court reserves the right to further negotiate the prices quoted by the L1 bidder.

**1.39.6 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:** The High Court shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late, or incomplete, without assigning any reason therefor. The High Court reserves the right to make changes in terms and conditions of the tender. The High Court will not be obliged to meet and have

discussions with any of the Bidder and/or to give a hearing on their representations.

**1.39.7** Before the expiry of the Proposal validity period, the High Court shall notify the successful bidder, in writing, that its Proposal/bid has been accepted. The successful Bidder shall send its acceptance letter to the High Court within 10 days.

**1.40 PLACING OF LETTER OF AWARD/PURCHASE ORDER:-**

**1.40.1** The High Court reserves the right to choose any subset of the tendered items for placement of supply orders.

**1.40.2** Upon successful completion of Acceptance Testing of the offered product, the High Court will issue a Purchase Order/s to the Successful Bidder for procurement of the goods on the successful bidder either in hard copy or in soft copy through e-mail as per the requirement during the existence of the rate contract.

**1.40.3** In general, a single Purchase Order shall be given for all items. However, in specific cases, a subset of items or a particular item may be ordered.

**1.40.4** 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 the case of electronic publication/delivery of Purchase Order also.

**1.40.5** 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 products.

**1.40.6** The timeline for delivery of products and services will start from the date of issue of Letter of Award/Purchase Order.

**1.40.7** Each Item shall be securely packed in a separate carton. The top cover of the carton must have a label carrying the details of the Purchase Order Number, Bidder's bill number and Delivery location.

**1.40.8** 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.

#### **1.41 SIGNING OF CONTRACT:-**

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

**1.41.2** 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. An unstamped or improperly stamped Agreement will not be considered a valid Contract.

**1.41.3** The Registrar General shall be the authority to sign a contract for and on behalf of the High Court.

**1.41.4** Until a formal Contract is prepared and executed, the notification/letter of the award shall constitute a binding Contract.

#### **1.42 COMPLETENESS OF CONTRACT:-**

**1.42.1** The contract will be deemed as incomplete if any component of the hardware, software, etc., or any documentation/media relating thereto is not delivered, or is delivered but not installed and/or not operational or not acceptable to the High Court.

**1.42.2** In such an event, the supply and installation will be termed as incomplete and it will not be accepted and the warranty period will not commence.

**1.42.3** The equipment will be accepted after complete commission and satisfactory functioning of equipment for a minimum period of 10 days. The Warranty period will commence only on acceptance of equipment/ item by the High Court.

#### **1.43 RIGHT TO HAVE WORK EXECUTED:-**

If the successful bidder neglects to execute the work or any part or parts thereof diligently and properly or fail to perform any provision of the Contract, the Registrar General, after 7 day's written notice to the bidder, may without prejudice to any other remedy it may have made good such deficiencies and may deduct the cost thereof from the payments due to the successful Bidder, if any or seek reimbursement of such costs incurred.

#### **1.44 PROTECTION AGAINST RISK OF OBSOLESCENCE:-**

**1.44.1** The successful bidder will make the spare parts for the systems available for a minimum period of **Two years** from the time of acceptance of the system/ item.

**1.44.2** If any of the components are not available or difficult to procure, or the procurement is likely to be delayed for replacement, if required, the replacement shall be carried out with higher capacity at no additional charges to the High Court.

**1.44.3** During the validity period of the order, if any of the machines /chips /parts become unavailable in the market, the successful bidder will be bound to supply the next higher version /configuration /family of the machines /chips /parts at the same price at which the contract is fixed.

**1.44.4** During the contract period if any of the part/product/items are declared as a manufacturing defect, it will be the sole responsibility of the OEM to replace the same within one month time of its declaration. Any delay in replacing the defective part/product will be considered as non-responsive to the contract condition. In such case, its quantity contract will be suspended and the bank guarantee against such supplied item will be forfeited by the High Court.

#### **1.45 CANCELLATION OF CONTRACT:-**

The Contract may be canceled due to any of the reasons mentioned here under:

**1.45.1:** If the bidder:

- (a) submits incorrect/fake documents, or
- (b) is found wanting in commitment to delivery period/work plans, adherence to the guidelines, while executing the job.
- (c) On finding deviation in the technical specification as given in the tender document for the supplied product, or
- (d) Violation of any condition of the tender/ contract or part of any condition of the tender document/contract, or
- (e) Deviation found in quality and quantity of the product supplied, or
- (f) On finding software supplied with hardware as pirated, or
- (g) has directly, or indirectly engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; and may be barred from any other bid in respect of work of the High Court
- (h) fails to make written disclosure as per the Disclosure Clauses of this Tender, either at the time of submitting the proposal or after the contract has been signed with the Bidder.

**1.45.2:** Any other reason as the High Court may deem fit for cancellation.

#### **1.46 TERMINATION BASED ON FUNDING:-**

The Contract resulting from this Tender will be subject to the availability of Funds with the High Court. In the event of the paucity of such funds, the High Court

reserves the right to terminate or suspend the contract for an agreed period, without any penal charges by giving a notice in writing not less than sixty (60) days before the effective date. In the event of termination, the Bidder shall be paid for services performed under this Contract up to the effective date of termination.

**1.47 DELIVERY PROCESS :-**

**1.47.1** The successful Bidder shall deliver the items at the designated locations as per the Purchase Order/Letter of Award. The High Court may ask the successful bidder to deliver the Smart Phones at the Office of the Bombay High Court, provided he shall submit undertaking regarding delivery of Smart Phones at the user location as per the Purchase Order/s.

**1.47.2** All aspects of safe delivery shall be the exclusive responsibility of the successful bidder.

**1.47.3** The successful bidder shall obtain signature with date and stamp on Delivery Challan(s) of the concerned Authority and handover a copy thereof to him.

**1.47.4** Delay on account of getting relevant permits shall not make Bidders eligible for waiver of liquidated damages.

**1.47.5** The hardware must be dispatched in a sealed box.

**1.47.6** At the destination site, the cartons will be opened only in the presence of the concerned officer and successful bidder's Representative and the intact position of the Seal for not being tampered which shall form the basis for receipt in good condition.

**1.47.7** The Smartphones will be distributed to the District and Subordinate Courts under the jurisdiction of the Bombay High Court. The Successful Bidder shall provide maintenance service at the respective locations.

**1.47.8** Inventories at all their service locations shall be maintained by the successful Bidder for immediate replacement of the Hardware items in case of failure.

**1.47.9** Though the High Court will provide all the necessary documents for ensuring smooth delivery of goods at the respective destinations, it is the responsibility of the successful bidder to deliver the goods in time.

**1.47.10** The successful Bidder shall apply to the respective authority for issue of road permit /waybill in time.

1.47.11 The successful Bidder shall deliver only the items technically tested/accepted as per the Purchase Order/s as per the schedule given below:-

Sr. No.	Location	Maximum Period for Delivery from the date of Purchase order/s
1	Courts (as per Annexures-21)	4 Weeks

**1.48 PAYMENT PROCESS:-**

1.48.1 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.

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

1.49.3 100% payment will be made after satisfactory delivery, installation and commissioning thereof by the respective authority.

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

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

1.48.6 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.

**1.49 WARRANTY:-**

The successful bidder shall provide warranty for the Smartphones, battery and accessories which shall not be less than **Two Years** from the date of delivery.

**1.50 LIQUIDATED DAMAGES:-**

1.50.1 It is mandatory for the bidders to strictly adhere to the schedule of delivery of the Smart Phone during implementation of the contract.

1.50.2 If the successful bidder fails to perform the delivery within the time period(s) and unable to meet out the targets specified in the tender, the High Court without prejudice to other remedies available to the High Court shall be entitled to recover as agreed liquidated damages for breach of contract, a sum of

equivalent to 0.5% (Zero point five percent) per week or part thereof of delay on the Purchase Order Value of the undelivered/delayed item/s excluding taxes subject to a maximum limit of 10% of the of the contract price. Once the maximum is reached, the High Court holds the option of cancellation of the Order and re-procure the same from any other Vendor at the cost of the bidder and forfeit the Security deposit of the successful bidder.

**1.50.3** In case the successful bidder fails to meet the maintenance requirements within two days at the site, the High Court without prejudice to other remedies available to the High Court shall be entitled to recover as agreed liquidated damages for breach of contract, a sum of equivalent to 0.5% of the value the Smart Phones per week or part thereof from the date of call logging. The Liquidated damages shall be deducted from the Performance guarantee. If the total Liquidated damages reach an amount equal to or more than 10% of the order value, the same shall invoke the Performance Bank Guarantee and seek an equivalent Performance bank guarantee. The High Court holds an option of cancellation of the Rate Contract/order and engaging another contractor to carry out the work at the cost of the successful bidder and forfeit the security deposit of the successful bidder.

**1.50.4** In case the downtime is above 2% in a block of 365 days, the liquidated damages 0.1% (Zero point One Percent) of the order value for each hour subject to a maximum of 10% (Ten Percent) of the Purchase Order value may be imposed and recovered from the payments due to the Successful Bidder or Performance Security/Performance Guarantee. Downtime will be counted from the date and time of call logging.

**1.50.5** Quantum of the liquidated damages assessed and levied by the High Court and decision of the High Court thereon shall be final and binding on the successful bidder. Further the same shall not be challengeable by the successful bidder either before Arbitration Tribunal or before the Court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration.

### 1.51 SCHEDULE OF EVENTS :-

The tentative dates for the schedule of key events of this tender are given as under:

<b>Sr. No.</b>	<b>Events</b>	<b>Date</b>
1	Pre-bid Meeting	03/01/2024 at 12.30 p.m. (Through Video Conferencing)
2	Last date and time of proposal submission.	10/01/2024 at 01.30 p.m.
3	Date and time of opening of the Technical Bid at the High Court.	11/01/2024 at 02.00 p.m.
4	Date & Time of opening of the Financial bid at the High Court.	Date and Time would be intimated to the shortlisted Bidders, after Technical evaluation.

## **SECTION – II**

### **2. GENERAL CONDITIONS OF THE CONTRACT (GCC)**

#### **2.1 SPECIFICATIONS:-**

The contract executed under this contract shall conform to the Technical Specifications and other conditions given in this tender.

#### **2.2 PERFORMANCE GUARANTEE:-**

**2.2.1** The Successful Bidder will be required to furnish performance guarantee in the form of unconditional Bank Guarantee issued by the Bank equivalent to **3%** of the contract value within 15 days from the date of issuance of Purchase Order/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 Purchase order/Letter of award of the Contract or prior to signing of the contract whichever is earlier of an amount equivalent to **3%** of the Contract value in Indian Rupees.

**2.2.2** The Performance Guarantee shall be as per the format approved by the “Registrar General” (**Annexure -17**).

**2.2.3** 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.

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

**2.2.5** The Performance Guarantee will remain valid for 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.

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

**2.2.7** In case the successful bidder is found in breach of any condition of Tender or supply order, at any stage during supply/ installation/commissioning or warranty period, the legal action as per Rules/Laws will be taken.

**2.2.8** The successful bidder has to furnish Performance Guarantee according to the Purchase Order/s issued to the successful bidder as per requirement.

### **2.3 ADDITIONAL TERMS AND CONDITIONS:-**

**2.3.1** The High Court can renegotiate the price with the rate contract holders, even during the validity, if market conditions change significantly or undertake repeat competitive bidding through open/advertised tenders on the same terms and conditions, including specifications during the validity period of existing valid Rate Contract. In such cases, the existing Rate Contract holders can bid, apart from the new eligible bidders, and equal and fair opportunity would be provided. If the prices received are found lower than the existing Rate Contract prices, new Rate Contract may be awarded at reduced prices and existing Rate Contract at higher prices may be short-closed, giving adequate notice if they do not match such reduction in prices under the fall clause.

**2.3.2** The High Court is entitled to place supply order up to the last day of the validity of the rate contract and, though supplies against such supply orders will be effected beyond the validity period of the rate contract, the terms & conditions of the rate contract will guide all such supplies.

**2.3.3** Renewal of Rate Contracts: In case it is not possible to conclude new rate contracts for some special reasons, the High Court may extend the existing rate contracts with the same terms, conditions, etc., for a suitable period, with the consent of the rate contract holders.

**2.3.4** The Rate Contract holder shall furnish the following certificate to the High Court along with each bill for payment of supplies made:

"I/We certify that there has been no reduction in sale price of the goods of description identical to the goods supplied under this contract and such goods have not been offered/sold by me/ us to any person /organisation including the purchaser or any department of Central Government or any as the case may be upto the date of bill the date of completion of supplies against all supply orders placed during the currency of the Rate contract at a price lower than the price charged under the contract."

**2.3.5** The High Court may withdraw/cancel the Rate Contract by serving an appropriate notice, giving 15 (fifteen) days.

### **2.4 RIGHTS OF REGISTRAR GENERAL, HIGH COURT:-**

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

### **2.5 FORCE MAJEURE:-**

**2.5.1** 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, an act of God.

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

**2.5.2** 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.

## **2.6 TERMINATION:-**

**2.6.1 Termination on expiry of the CONTRACT:** The Contract shall be deemed to have been automatically terminated on the expiry of the contract period unless the High Court exercises its option to extend the Contract in accordance with the provisions, if any, of the Contract.

**2.6.2 Termination on account of Force Majeure:** Registrar General, shall have the right to terminate the Contract on account of *force majeure* and if *force majeure* conditions continue for more than 30 days.

**2.6.3 Termination on account of insolvency:** In case the successful bidder, at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Registrar General, shall, by notice in writing of 30 days or more have the right to terminate the Contract and all the rights and privileges hereunder, shall stand terminated forthwith.

Provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the High Court.

**2.6.4 Termination for breach of contract:** In the event of any breach by the bidder, of its obligations hereunder, the Registrar General may issue a notice in writing, demanding rectification within 30 days or more at the discretion of the Registrar General; and failure to rectify the breach shall result in termination of the contract. In that event, the Successful Bidder shall surrender all the data and materials belonging to the High Court.

**2.6.5** 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 the 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.

## **2.7 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.

## **2.8 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 : 22/12/2023

Sd/-

**Registrar General,  
High Court, Bombay.**

**Annexure – 1: Earnest Money Deposit / Turnover / Value of Similar Completed Work Projects**

Sr. No.	Component	EMD in Rs.	Turnover in Rs.	Value of similar Project in Rs
1.	Smart Phones	9,00,000	90,00,000	1,50,00,000

## Pre-bid Meeting

*The queries should necessarily be submitted in the following format:*

<i>Tender No. High Court/Smart Phones/ 527/2023 dated 22/12/2023</i>					
<i>Tender subject : Procurement for Smart Phones</i>					
<i>Tender published date:</i>					
<i>Bidder Name:</i>					
<i>Contact Person:</i>					
<i>Contact No. / Email Id:</i>					
<i>Sr No</i>	<i>Tender Section No.</i>	<i>Tender Page No.</i>	<i>Tender Clause No</i>	<i>Existing Clause details</i>	<i>Clarification Sought</i>

*Signature*

*Name of Signatory*

*Designation*

*Company seal*

## Annexure – 2 : Summary

Sr. No.	Item Name	Item Value
1	File No.	F No.
2	Tender No.	<b>HIGH COURT/SMART PHONES/527/2023</b>
3	Title	<b>Tender document for entering into Rate Contract for the Supply, Testing and Maintenance of Smart Phones for Bailiffs at the District and Taluka Courts in the State of Maharashtra and Goa and Union Territories.</b>
4	Tender Fee	<b>Rs.15,000/- (Rupees Fifteen Thousand Only)</b>
5	Number of packets in bid	Two
6	Contact Address	The Central Project Coordinator, High Court, Bombay, Hutatma Chowk, Fort, Mumbai – 400 032. Telephone No.- <b>022-20820565 / 20820665</b> e-mail Id- - <b>cpc-bom@aij.gov.in</b>

### Annexure – 3 : Eligibility Criteria

Sr. No.	Item	Insert Value or check-list the box	Reference of Enclosed Proof, along with corresponding page numbers
1	<p>The bidder must be an Original Equipment Manufacturer (OEM) or its Authorized dealer of Smart Phones.</p> <p>The OEM should have tie ups techno-commercial collaboration with subsystems/peripheral manufacturers.</p>	<p>*Manufacturer's Authorization Format for Front Line Bidder (MAF) as provided to be submitted by the front end bidder on Company letter head.</p> <p>*Supporting Documents about tie-up/ techno- commercial collaboration with subsystems/peripheral manufacturers to be submitted.</p> <p>*A letter from each such subsystems/peripheral manufacturer needs to be furnished ensuring the support for 02 years.</p>	
2	<p>The bidder (s) must be capable of handling <b>Supply, Testing and Maintenance of Smart Phone.</b></p>	<p>*Self Certification for the successfully completed similar work of Supply, Testing, Installation, Commissioning and Maintenance of Smart Phones from 2018 to 2023 (5 years) should be 50% of the estimated cost as per Annexure-1</p> <p>*Enclose relevant Documents like Purchase Order, Contract, etc.,</p> <p>*Self Certification on the letter head signed by the Authorised</p>	

		<p>signatory to be furnished by the bidder in compliance of this clause.</p> <p>The High Court reserves the right to seek additional supporting documents for the above Projects.</p>	
3	<p>The bidder's average annual financial turnover during Financial years 2020-21, 2021-22 and 2022-2023 from sales and support services should not be less than the amount mentioned in <b>Annexure 1 : Turnover</b></p>	<p>*To be supported by authentic documentary evidence (<b>Annexure – 5 – Bidder's Annual Turnover</b>).</p> <p>(The turnover refers to the company responding to this Tender and not the composite turnover of its subsidiaries/sister concerns/ techno-commercial collaborators etc.) (quote value in Rs. Lakhs)</p>	
4	<p>The bidder should enclose a copy of a Valid quality certificate in its own name from a recognized institution for their manufacturing / assembly/system integration facilities anywhere located in India or abroad.</p>	<p>The bidder should enclose a copy of a Valid quality certificate like Quality Management System Certificate / Quality System Certificate in its own name from a recognized institution for their manufacturing / assembly/system integration facilities anywhere located in India or abroad.</p>	
5	<p>Bidder must have Infrastructure support in the form of direct service centers or their franchisees as per format <b>Annexure – 7</b>. The High Court reserves the right to disqualify the Bidder based on its past performance as experienced by the High Court during the last three consecutive</p>	<p>Please fill in Annexure - 7: Support.</p>	

	years. Bidders should also provide an escalation matrix for their sales & support function in Annexure-7.		
6	A copy GST Registration No., PAN number of the Bidder allotted by the Income Tax authorities should be submitted.	GST Registration No.  PAN No.	
7	*A copy of the Registration number of the Bidder with attested copies of Articles of Association__(in case of Registered firm), Bye-laws and Certificates of registration (as applicable), * Partnership Deed (in case of Partnership Firm) should be submitted.	Registration No.  Name the document enclosed.	
8	Bidder should ensure that all the products quoted are meeting the guidelines, Notifications issued by Department of Electronics and Information Technology (DeitY), Electronics and Information Technology Goods(Requirements for Compulsory Registration) order (as applicable)	Provide documentary evidence as per <b>Annexure – 13</b> for all the quoted products.	
9	The bidder from a country that shares a land border with India must be registered with the Competent Authority as per the norms set by the Government of India.  Such bidder must submit a declaration.	Provide Certificate <b>Annexure – 20</b> .	
10	The bidder must not be	Declaration from the bidder	

	blacklisted by the Central/State Government, Corporations or Government Undertakings.		
11	The bidder shall submit resolution of Board of Directors certifying the name of authorized person to sign on behalf of the company	Resolution from the bidder	

**Note: Bidder shall fill in the above Annexure and indicate the page numbers of the supporting document while submitting response to the eligibility criteria, Envelope-1.**

## Manufacturer's Authorization Format for Front Line Bidder

Ref:

Date:

To  
The Registrar General,  
High Court,  
Bombay.

**Subject: Manufacturer Authorization for Tender 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 (Smart phone)**. We <Frontline OEM/SI> authorized <bidder's name> to quote our product for above mentioned Tender.

Our full support is extended in all respects for supply of our products. We also ensure to provide the service support for the supplied equipments for a period of **Two years** from date of delivery of the equipments as per Tender terms. 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 Tender 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 Tender 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 – 4 : Proof of completion of Similar Work Projects

Ref:

Date:

To

The Registrar General,  
High Court,  
Bombay.

**Subject: Proof of completion of Similar Work Projects for Tender No**

Sir,

We have completed **Similar Work Projects** worth of minimum Rs.-----/-  
(Rupees \_\_\_\_\_ only) as per '**Annexure-1 : Value for Similar Completed Work Projects**' for IT similar **Supply, Testing and Maintenance of Smart Phone**. The details of the projects have been furnished below:

Sr. No.	Project (to be replicated for each project)	Details
1.	Name of Project	
2.	Name of Client	
3.	Name of client personnel involved	
4.	Phone number of client personnel	
5.	Email id of client personnel	
6.	Name of States covered	
7.	Duration of the Project	
8.	Years of execution of the Project	
9.	Purchase/Work Order Date	
10.	Project/Work completed Date	
11.	Items( similar Items Of this Tender used)	
12.	Project Value	
13.	Remarks, if any	

Thanking You

For < Bidder/ Frontline OEM/SI>

< (Authorized Signatory)> Name:

Designation:

(The Bidder shall submit Separate Sheet for each Project in the above format only)

## Annexure – 5 : Bidder’s Annual Turnover

(Location) \_\_\_\_\_

(Date) \_\_\_\_\_

From

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_

To,

**The Registrar General,**

**High Court,**

**Bombay.**

**Ref.: HIGH COURT/SMART PHONES/527/2023**

Sir,

This is to certify that as per the information, the books of accounts produced and explanation provided to us by ----- (name and address of the bidder). We hereby certify that the annual financial turnover of the ----- (firm) during Financial years 2020-21, 2021-22 and 2022-23 from sales and support services is as follows :-

<b>Sr. No.</b>	<b>Year</b>	<b>Annual Turn Over (in lakhs)</b>	<b>Annual Turnover from sales and support services of Smart Phone (in lakhs)</b>
1	2020-21		
2	2021-22		
3	2022-23		

Yours Sincerely,

*(Signature and stamp)*

**Name of chartered Accountant**

## Annexure – 6 : Time Schedule

SN	Tender Reference	TENDER NO. HIGH COURT/SMART PHONES/ 527/2023
1	Date of Publication	27/12/2023 at 11.00 a.m.
2	Pre-Bid Meeting	03/01/2024 at 12.30 p.m.
2	Last date and time for submission of Tender Offers.	10/01/2024 at 01.30 p.m.
3	Time and Date of opening of Tender Offers	11/01/2024 at 02.00 p.m.
4	Tender should be addressed to	The Registrar General, Bombay High Court by Designation.
5	Last date and time for submission of EMD in BG Form.	11/01/2024 before 11.00 a.m.
6	Address for communication and submission of BG	<b>The Central Project Coordinator, the Bombay High Court, Hutatma Chowk, Fort, Mumbai -400 032.</b>
7	Contact Telephone No. and email address.	<b>022-20820565/ 22622026</b> <a href="mailto:cpc-bom@ajj.gov.in">cpc-bom@ajj.gov.in</a>

Note: No bid will be accepted after the expiry of the above mentioned time scheduled.

## Annexure – 7 : Support (Infrastructure Available with Bidder)

### Tender Notice No.HIGH COURT/SMART PHONES/527/2023

Bidders must have infrastructure support in the form of direct service centers or their franchisees at site. Bidders must submit details of their infrastructure with reference to locations and technical manpower, availability of inventory of spares etc. and also indicate their business model for providing warranty and after sales support for the aforementioned.

The High Court reserves the right to disqualify the bidders based on its past performance as experienced by the High Court, during the last three consecutive years. **Bidders should also provide escalation matrix for their sales & support function.**

Sr. No.	District /State Name	Own/ Franchisee Support Centres	Contact Details such as Names, phones, e-mails, website etc.	Manpower	Escalation Matrix
1	Ahmednagar				
2	Akola				
3	Amravati				
4	Aurangabad				
5	Beed				
6	Bhandara				
7	Buldana				
8	Chandrapur				
9	Dhule				
10	Gadchiroli				
11	Gondia				
12	Jalgaon				
13	Jalna				
14	Kolhapur				

15	Latur				
16	Mumbai				
17	Nagpur				
18	Nanded				
19	Nandurbar				
20	Nashik				
21	Osmanabad				
22	Parbhani				
23	Pune				
24	Raigad-Alibag				
25	Ratnagiri				
26	Sangli				
27	Satara				
28	Sindhudurg				
29	Solapur				
30	Thane				
31	Wardha				
32	Washim				
33	Yavatmal				
34	North Goa				
35	South Goa				
36	Diu				
37	Daman				
38	Silvassa				

<b>C</b>	<b>Technical</b>
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## Annexure – 8 : Technical

Item No.	Item Description with configuration	Annexure (Sub parts)
1	Smart Phone	Main Technical : MT.01

## Annexure – 9 : Main Technical MT.01

### Item: Smart Phones

Sr. No.	Items	Required Specifications	Bidder's Specifications
1	Make		
2	Model		
3	Operating System (OS)	Android 13	
4	Software Update	Minimum 2 Years	
5	Processor	Qualcomm, MediaTek (Latest)	
6	RAM	4GB or more	
7	Extended RAM	YES	
8	Storage	128GB or more. Expandable storage upto 1 TB through microSD cards	
9	Display	6.0 inches or more	
10	Screen Resolution	HD+ screen with 90Hz refreshing rate or higher	
11	Camera	Rear Camera: 50 MP (AF, Flash) or more Front Camera: 8 MP or more	
12	Battery	Battery Capacity Minimum: 4500 mAh or more	
13	Connectivity	5G LTE cellular networks, Wi-Fi, Bluetooth V 5.3 and GPS. USB Type-C port	
14	Security	Fingerprint sensors or facial recognition	

15	Manufacturer Warranty	01 + 01 Year	
16	Additional Accessories	Compatible Adapter, Screen Guard, Mobile Cover and SIM Ejector	

**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” in TVDS & shall give complete details of specifications of the offered product.

<b>D</b>	<b>Financial</b>
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### Annexure – 10 : Financial

1	Annexure- MF.01A	Financial Bid for Submission of Gross Total Value of Annexure : MF.01B
2	Annexure- MF.01B	Detailed Financial Bid for Annexure : Main Technical MT.01

### Annexure – 11 : MF.01A

**Financial Bid for Submission of Gross Total Value of Annexure: Main Technical MT.01.**

Prices should be quoted in Indian Rupees and indicated both in figures and words. Price in words will prevail, in the event of any mismatch.

Grand Total Value (GTV) (i.e., value of cell (Sr.No.1, Col.No.7) of Annexure MF.01B (in Rs.) i.e., Value of 'X'	X
(Rupees) .....in words	

**Note:** Please ensure that the Grand Total Value given in Annexure MF.01A must match the Grand Total Value given in Annexure MF.01B.

Date :- Authorized Signatory

Name :-

Place SEAL

## Annexure – 12: MF.01B

### Tender Notice No.HIGH COURT/SMART PHONES/527/2023

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 for Two Years.
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 Tender process shall be rejected straight away and EMD of such bidder will be forfeited.
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 Two Years warranty (Rs.)	Indicative Quantity for Determining the L1 bidder/ rates only.	Total Price (All inclusive ) with Two Years warranty (Rs.)
1	2	Make/ Model	3	4	5=3 + 4	6	7=5 x 6
1	Smart Phone					1	
GRAND TOTAL VALUE (GTV) in Rs.							X

**Note :- Quantity of Smart Phone may increase or decrease as per requirement.**

1. Unit Price (Column 5) should include packing, forwarding, freight, insurance, or any other charges.
2. Octroi Exemption certificate, if required will be given.

3. All fields in the financial bid format are mandatory.
4. Octroi and State entry taxes should not be included in Column in Taxes.
5. \*Details of Taxes to be entered here :--

Sr. No.	Tax Type	Value (In Percentage)

Date :- Authorized Signatory

Name :-

Place :

**Note :- Initially Purchase Order will be issued for supply of 2467 Smart Phones. It may increase or decrease as per requirement.**

**Annexure – 13 : Format for Affidavit of Self Certificate regarding  
Domestic Value Addition in quoted items on Stamp Paper.**

**Tender Notice No.HIGH COURT/SMART PHONES/527/2023**

Date:

I \_\_\_\_\_ S/o,D/o,W/o \_\_\_\_\_ resi  
dent of \_\_\_\_\_ do hereby solemnly affirm and declare as  
under.

That I will agree to abide by the terms and conditions of the policy of the Government of India issued vide notification No. 8(78)/2012-IPHW dated 10/02/2012.

That the information furnished hereinafter correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring agency or any authority so nominated by the Department of Electronics and Information Technology, Government of India for the purpose of assessing domestic value addition.

That the domestic value addition for all inputs which constitute the quoted item(s) has been verified by me and I am responsible for the correctness of the claims made therein.

That in event of the domestic value addition of the quoted product(s) is found to be incorrect and not meeting the prescribed domestic value addition norms, based on assessment of an authority so nominated by the Department of Electronics and Information Technology, Government of India for the purpose of assessing domestic value addition. I will be disqualified from any Government Tender for period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all the conditions referred to in the notification No. 33(3)/2013-IPHW dated 23/12/2013 and 22/05/2014, wherein preference to domestically manufactured electronic products in Government procurement is provided and that the procuring agency is hereby authorized to forfeit and adjust my EMD and other security amount toward such assessment cost and I undertake the balance, if any, forthwith.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available to any statutory authorities.

1.Name and details of domestic manufacture (Registered office, manufacturing unit location, nature of legal entity)

- 2.Date on which this certificate issued
- 3.Electronic Product for which the certificate is produced
- 4.Procuring agency to whom the certificate is furnished
- 5.Percentage of domestic value addition claimed
- 6.Name and contact details of the unit of the manufacturer
- 7.Sale price of the product
- 8.Ex-factory price of the product
- 9.Freight, insurance and handling
- 10.Total Bill of Material
- 11.List and total cost value of inputs used for manufacture of the domestic product
- 12.List and total cost value of inputs which are domestically sourced. Please attach the certificate from supplier, if the input is not in- house
- 13.List and total cost value of inputs imported, directly or indirectly.

For and on behalf of \_\_\_\_\_(Name of firm/entity)

Authorized Signatory (To be duly authorized by Board of Directors)

<Insert Name, Designation and Contact No.>

**Note: Bidder to fill the information (1) to (13) in the above affidavit. Insufficient or null information amounts to invalidate the value addition.**

## Annexure– 14 : Bid Submission

Online Bids submitted in TWO Envelopes as Follows:

<b>Envelope-1</b>			
<b>(Following documents to be provided as single PDF file)</b>			
<b>Sr. No.</b>	<b>Documents</b>	<b>Content</b>	<b>File Types</b>
1.	EMD	<ul style="list-style-type: none"> <li>•The scanned copy of EMD - <b>Online Earnest Money Deposit OR Exemption claimed under NSIC</b></li> </ul>	.PDF
2.	Eligibility Criteria	<p><b>* Authorization to sign on behalf of the bidder by HR/Legal department.</b></p> <p>The requirements as mentioned in the <b>Annexure – 3 : - Eligibility Criteria along with similar completed work projects documents.</b></p> <ul style="list-style-type: none"> <li>•MAF by the front end bidder on Company letter head.</li> <li>* Supporting Documents about techno - commercial collaboration with subsystems/ peripheral manufacturers .</li> <li>* A letter from each subsystems/peripheral manufacturer the support for One year.(As applicable)</li> <li>* Proof of successfully completion of similar work projects.</li> <li>* Self Certification on the letter head signed by the Authorised signatory for similar work projects along with Certificate for each project.</li> <li>* Audited balance sheet.</li> <li>* A copy of a Valid quality certificate in its own name from a recognized institution for their manufacturing / assembly/system integration facilities anywhere located in India or abroad. For Example : ISO.</li> <li>* Infrastructure support in the form of direct service centers or their franchisees as per format Annexure – 7 and escalation matrix for</li> </ul>	.PDF

		<p>sales &amp; support function.</p> <ul style="list-style-type: none"> <li>* A copy GST Registration No.</li> <li>* A Copy of PAN number</li> <li>* Attested Copy of Registration No. in the name of bidder.</li> <li>* Attested copies of Articles of Association_(in case of Registered firm), Bye-laws and Certificates of registration (as applicable), Partnership Deed (in case of Partnership Firm).</li> <li>* Affidavit of self Certificate as per Annexure-13 for Notifications issued by Department of Electronics and Information Technology (DeitY), Electronics and Information Technology Goods (Requirements for compulsory Registration) order ( as applicable) (Page No. ).</li> </ul> <p>(Bidder to fill the details Sr. No. 1 to 13 of Annexure-15)</p>	
3.	Technical Bid	<p>1.Brochure for offered product (Make and Mode)</p> <p>2.Certificate that offered / quoted products confirm to the tender specification</p> <p>3. Make and Model for each quoted item.</p> <p>4.Benchmark Reports (snapshots and full descriptions report for an exactly same configuration for the offered product/item with name and version of bench mark</p>	.PDF
4.	TVDS Datasheet	<ul style="list-style-type: none"> <li>* TVDS (Technical specification ) data sheet completely filled up by the bidder as per <b>Annexure-16</b> for each quoted and offered item (only offered item's technical specification shall be filled) and brochure for the same, relevant certificates as applicable for the quoted specifications as per the Technical bid.</li> <li>* Pointwise compliance statement of specifications and features of offered equipment/subsystems.</li> <li>* Any other document which the bidder may</li> </ul>	.PDF

		feel necessary to support the product/bid.	
<b>Envelope-2</b>			
<b>Sr. No.</b>	<b>Documents</b>	<b>Content</b>	<b>File Types</b>
1.	Financial Bid (GTV)	Gross Total Value Financial bid as per <b>Annexure – 11 : MF01A</b>	.PDF
2.	Detailed Financial Bid	Detailed Financial Bid for additional item as per <b>Annexure – 12 : MF01B</b>	.RAR Containing .PDF, xls

<b>E</b>	<b>Document Lists / Check- list to be submitted</b>
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## Annexure – 15 : Enclosures Check-list

(To be submitted properly numbered and indexed along with signatures of the Authorized Representative of quoting bidder).

Sr. No.	Description	Compliance (Y/N)	Refer Page No. in the Bid
1	<b>For– EMD:</b>		
<b>For - Eligibility Criteria</b>			
2	Information and documents as per <b>Annexure-3 : Eligibility Criteria</b>		
3	Information as per <b>Annexure 7 : Support</b>		
4	Authorization letter for submission of quotation by the authorized signatory (with signature duly attested by the Company's Director/CEO). Proof of Authorized Signatory in the form of Power of Attorney/Board Resolution		
<b>For -Technical Bid</b>			
5	Brochure of the products quoted.		
6	Point wise compliance statement of specifications and features of offered equipment / subsystems.		
7	List of service centers located in the States of Maharashtra, Goa along with contact details as per Annexure-7,		
8	For all the quoted items, Make and Model should be mentioned in the technical bid along with complete details. Operating System compatibility certificate issued by OEM to be submitted along with the bid.		
9	Unpriced Bill of Material along with part numbers, Make and Model for each item quoted.		
10	Certificate to the effect that the offered/quoted products conform to the Tender specification.		
11	Completely filled Technical Data Sheet (TVDS) /Technical specification data sheet <b>Annexure-16</b> , for each quoted configuration.		

	Technical specification of the offered product should be mentioned in the TVDS and submit with the bid. The bidder shall fill each fields to make clear for the offered product and its technical specifications.		
12	Benchmark report (snapshots and full description report) as per the tender requirement should be submitted (for an exactly same configuration as what is being quoted) along with the bid. Bidder has to mention the name and version of the benchmark toll used.		
13	Any other document which the bidder may feel necessary to support the product/bid.		
Total No. of Pages in the bid, all sequentially numbered			
<b>For – Main Financial Bid</b>			
14	Financial bid as per <b>Annexure 11 - MF01A</b>		
<b>For - Detailed Financial Bid</b>			
15	Financial bid as per <b>Annexure 12 - MF01B</b>		

## Annexure – 16 : Blank Technical verification Data Sheets (TVDS)

### Tender Notice No.HIGH COURT/SMART PHONES/527/2023

Note:-Please read the tender document carefully before filling the bid for the technical specifications of quoted/offered product in blank TVDS form

#### **Item: Smart Phones**

<b>Sr. No.</b>	<b>Items</b>	<b>Required Specifications</b>	<b>Bidder's Specifications</b>
1	Make		
2	Model		
3	Operating System (OS)	Android 13	
4	Software Update	Minimum 2 Years	
5	Processor	Qualcomm, MediaTek (Latest)	
6	RAM	4GB or more	
7	Extended RAM	YES	
8	Storage	128GB or more. Expandable storage upto 1 TB through microSD cards	
9	Display	6.0 inches or more	
10	Screen Resolution	HD+ screen with 90Hz refreshing rate or higher	
11	Camera	Rear Camera: 50 MP (AF, Flash) or more Front Camera: 8 MP or more	
12	Battery	Battery Capacity Minimum: 4500 mAh or more	
13	Connectivity	5G LTE cellular networks, Wi-Fi, Bluetooth V 5.3 and GPS. USB Type-C port	
14	Security	Fingerprint sensors or facial recognition	
15	Manufacturer	01 + 01 Year	

	Warranty		
16	Additional Accessories	Compatible Adapter, Screen Guard, Mobile Cover and SIM Ejector	

**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” in TVDS & shall give complete details of specifications of the offered product.**

**Annexure – 17 : Performance Guarantee Form**

(On Stamp Paper)

To:

**The Registrar General,  
High Court, Bombay**

WHEREAS ----- (Name of Vendor/successful bidder) has undertaken a Rate Contract, to supply Smart Phone as per Tender No. HIGH COURT/SMART PHONES/527/2023 dated 22-12-2023 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 upto 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 – 18 : 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 rate contract with the Purchaser to supply to the ----- -along with related accessories 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. The Tenderer has to furnish Performance Bank Guarantee with the Purchaser according to the Purchase Order issued time to time to the Tenderer as per requirement. 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 Tender Notice No. HIGH COURT/SMART PHONES/527/2023 dated 22-12-2023 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, testing and maintenance of Smart Phones/ 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 Tender Document, the consequences will follow as per those Terms and Conditions in the Tender Document.

Place : Mumbai.

Tenderer

On behalf of the -----

Witness: 1)

Purchaser

2)

On behalf of the High Court Bombay

## **Annexure – 19 : Draft of Bank Guarantee**

**(On Stamp Paper)**

**(This form is to be used where the amount of EMD is Rs.1,00,000/- (Rupees One lakh) or above)**

To:

**The Registrar General,**

**High Court, Bombay**

Whereas \_\_\_\_\_ (hereinafter referred to as “the Tenderer”) has submitted its Tender Offer dated \_\_\_\_\_ 2019 for the supply, testing and maintenance of Smart Phones.

AND WHEREAS to safeguard against Tenderer’s withdrawing or altering the bid during the bid validity period, he is required to furnish you with a Bank Guarantee for the sum of Rs.

AND WHEREAS at the request of the Tenderer, 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 Tenderer and notwithstanding any dispute(s) between the Tenderer and you a sum of upto -----

Any claim hereunder should be accompanied by a demand letter from you stating that the Tenderer 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 & Seal of the Bank Authority)

**(This guarantee is for the Bid validity period for 180 days.)**

## **Annexure – 20 : Certificate for country sharing land border**

**Tender Notice No.HIGH COURT/SMART PHONES/527/2023**

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached).”

Date :-

Place :-

**Authorized signatory with seal.**

## **Annexure- 21: List of Locations where Smart Phones are to be Supplied**

List of locations will be provided while issuing Purchase Order for supply of Smart Phones for Bailiffs in the State of Maharashtra and Goa and Union Territories at Diu, Daman and Dadra Nagar Haveli at Silvassa.

**Note: Quantities may be increased or decreased.**