

HIGH COURT OF JUDICATURE AT BOMBAY
Hutatma Chowk,
Fort, Mumbai 400 032.

NOTICE NO. HIGH COURT/DSC/263/2023

NOTICE INVITING QUOTATIONS FOR
SUPPLY OF DIGITAL SIGNATURE CERTIFICATE USB TOKENS (CLASS-III WITH
SIGNING AND ENCRYPTION) WITH 3 YEARS VALIDITY AT BOMBAY HIGH
COURT AND ITS BENCHES AT NAGPUR AND AURANGABAD

The High Court of Judicature at Bombay invites sealed quotations (Technical & Financial) from eligible bidders for “supply of Digital Signature Certificate USB tokens (Class-III with signing and encryption) with 3 years validity at Bombay High Court and its Benches at Nagpur and Aurangabad” as per Annexure-A (Technical Specification). Interested parties may submit quotations **on or before 09/05/2023 up to 12.00 P.M.** to the Tender Cell, CPC Office, Room No. 617, 6th Floor, G. T. Hospital Premises, New Mantralaya Building, near Crawford Market, L. T. Marg, Mumbai – 400001. The Terms and Conditions are available on the Bombay High Court website at <http://bombayhighcourt.nic.in>.

Date: 29th April 2023

Sd/-
Registrar General
High Court, Bombay.

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1. GENERAL CONDITIONS :-

1.1 The Bidder should have experience in supply of Digital Signature Certificate.

1.2 Bidder must be duly authorized by the office of the Controller of Certifying Authorities (CCA) for the supply of Digital Signature Certificate USB tokens (Class-III with signing and encryption) under the provisions of IT Act 2000.

1.3 The Digital Signature Certificate USB tokens (Class-III with signing and encryption) must be compatible with the Ubuntu and Windows Operating Systems.

1.4 The sealed quotation should be superscribed with the words **“Quotation for supply of Digital Signature Certificate USB tokens (Class-III with signing and encryption)”** and addressed to **the Central Project Coordinator, Bombay High Court, Appellate Side, Bombay.**

1.5 The interested Bidders shall submit quotations in sealed envelopes at the Tender Cell, CPC Office, R. No. 617, 6th Floor, New Mantralaya Building, G.T. Hospital Premises, near Crawford Market, L. T. Marg, Mumbai – 400001 on or before **09-05-2023 till 12.00 P.M.** by Post, Courier or Hand delivery. The quotations will be opened on **10-05-2023 at 03.00 P.M.** in the Conference Hall, Room No.604, 6th Floor, New Mantralaya Building, Mumbai 400001 in the presence of the bidders, if any.

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

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

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

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

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

- a) CA Certificate and / or audited Balance Sheets.
- b) Documentary proof in respect of Eligibility Condition (**Annexure – B**) at Sr. No. 2.
- c) Registration Certificate of GST and Income Tax Registration (PAN).
- d) Copy of quoted rates mentioned in the **Annexure – C (Financial Bid)**

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

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

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

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

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

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

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

1.18 The offer shall remain valid for 180 days.

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

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

1.20 NEGOTIATIONS :-

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

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

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

2. SCOPE OF WORK:

Digital Signature Certificate USB tokens (Class-III with signing and encryption) are required for the Private Secretaries (PS), Personal Assistants (PA), Associates, Sheristedars and Stenos (Higher and Lower Grade). The successful bidder shall supply Digital Signature Certificate USB tokens (Class-III with signing and encryption) at the respective places. This Office will provide a list of officials/applications forms for whom Class-III Digital Signature Certificates are to be generated. The successful bidder shall review the applications and generate Class-III Digital Signature Certificates in accordance for the specifications mentioned in the Notice. The successful bidder shall supply USB token with Class-III Digital Signature Certificates and the required SDK/Device drivers, software at the respective locations within a time frame as specified in this Notice. The token should be compatible with Ubuntu 18.04 and Windows 10 professionals. The High Court of Judicature at Bombay, therefore, invites a quotation from the reputed manufacturers/suppliers for “the Supply of Digital Signature Certificate USB tokens (Class-III with signing and encryption) with 3 years validity”.

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

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

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

3.3 The bidder shall create user profile on receipt of the Purchase Order.

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

3.5 Each Item shall be securely packed in 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.

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

4. PERFORMANCE BANK GUARANTEE :-

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

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

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

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

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

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

5. SIGNING OF CONTRACT :-

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

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

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

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

6. DIGITAL SIGNATURE ISSUANCE & DELIVERY

6.1 The Court will provide a list of the officials/application forms to whom the Digital Signature Certificate (DSC) are to be provided as per the requirement. The successful bidder has to undertake all verification as may be required for processing the request and issuing DSC USB tokens. The successful bidder shall review the applications and generate DSC (**Class-III with signing and encryption**) with 3 years validity for the applicants in accordance to the specifications mentioned in the Notice.

6.2 The successful bidder shall provide the required USB tokens (plug and Play) with downloaded digital signature certificates to the concerned offices as per the technical specifications mentioned in the Notice by speed post/Courier or hand delivery.

6.3 If required, the successful bidder shall provide installation software, device drivers, SDK etc compatible with Ubuntu 18.04 or higher and Windows 10 professional and higher versions and support for installation and commission related issues of DSC tokens.

7. ISSUANCE AND DELIVERY TIMELINE :

7.1 The successful bidder shall deliver the DSC USB tokens to the concerned Court/Office within Fifteen days of placing of the purchase order.

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

7.3 The successful bidder shall obtain signature with date and stamp of the Authority of the concerned Court/Office on the Delivery Challan and handover a copy thereof to him.

7.4 Site Not Ready Certificate: In case a site is not ready for the installation, the successful bidder shall submit a certificate in the following format which is sealed and signed by a duly authorized officer of the concerned site. A decision of the duly authorized officer of the concerned site about the readiness of site shall be final. The successful bidder shall install the items within the stipulated time on receipt of the site ready notice, failing which he shall be liable to pay liquidated damages for a delay.

SITE NOT READY CERTIFICATE

1.	Vendor's Name	
2.	Tender Notice No.	
3.	Purchase Order No. and date	
4.	Equipment Name	
5.	Date of delivery	
6.	Date of visit for installation	
7.	Site not ready reason	
8.	Tentative date of site being ready for installation	
9.	Contact details of the vendor for getting equipment installed, if site gets ready	
10.	Certificate	

This is to certify that there is no delay on the part of the Vendor in getting the above equipment installed.

Date:

**Signature of the Authorized Officer
with designation and seal.**

**Signature of the representative/Engineer
of the Vendor**

8. VALIDITY AND E-TOKEN WARRANTY :

8.1 The validity of the Digital Signature Certificate shall be three years from the date of generation thereof.

8.2 An auto generated alert via email and SMS should be sent to the user before 45 days of expiry of their Digital Signature Certificate.

9. HELPDESK REQUIREMENT :

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

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

9.3 The successful bidder shall be responsible to provide genuine and quality DSC USB Tokens as per guidelines of CCA. If any of the USB Tokens is found defective/non-functional/non-responsive within the warranty time period, the successful bidder shall replace that USB Token with DSC downloaded afresh, within 10 working days from the replace request. The concerned court/office shall provide a fresh application for reissuance of DSC, if required.

9.4 If DSC gets deleted from USB token unknowingly, the successful bidder may be asked to re-generate DSC for that particular individual on the same USB Token or new USB token as per the requirement of the concerned court/office.

9.5 The issuance process of Digital Signature Certificate tokens should be hassle free.

10. PAYMENT TERMS :-

10.1 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.

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

10.3 On submission of Invoice 100% payment will be paid after satisfactory delivery, installation and commissioning thereof.

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

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

10.6 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.

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

11. LIQUIDATED DAMAGES :-

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

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

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

12. CONFIDENTIALITY:-

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

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

iii. The Bidder shall not divulge to any person, subsidiaries or groups of the Bidders or to any other person, any information obtained by it in the course of its execution of its work and all the information gathered by the Bidder shall be treated as professional communications and confidential. Any violation of this clause shall lead to cancellation of the Contract and invoking of the Bank

Guarantee, if any, without notice to the bidder and he shall be liable for further damages.

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

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

13. RIGHTS OF REGISTRAR GENERAL, HIGH COURT :-

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

14. FORCE MAJEURE :-

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

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

14.2 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.

15. TERMINATION:-

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

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

3. The Registrar General, may at any time terminate the contract by giving notice without assigning any reason. In case of such termination the obligation of the Registrar General to pay consideration for performance of the contract shall be limited to the amount for the work carried out till the date of

termination. Notwithstanding the termination of the agreement, the parties shall continue to be bound by the provisions of the agreement that reasonably require some action or forbearance after such termination.

16. 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.

17. 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:- 29th April 2023

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

ANNEXURE 'A'
Technical Specification

Item: Digital Signature Certificate USB tokens

Specifications	Value
<u>Bidder to mention Name of C.A.</u>	
Certificate	Signature and Encryption
Class	Class III
Validity year	3
Certificate encryption	SHA 2
Data encryption bits as per latest procedure of CCA (Bits)	DSC / 2048
USB crypto Token (FIPS certified as per IT Act)	Yes
Type of USB Crypto Token	Auto Run with Built in Drivers
Replacement warranty of USB Crypto Token including remote places year	3
One time registration for e-sign	Yes
Authentication acceptable method	Paperless (Aadhaar + OTP) /Paperless (Aadhaar + Biometric/IRIS)/Physical document
<u>Bidder to mention acceptable method</u>	
Acceptance of user verification through the authorized signatory of the concern Government office	Yes
Interoperability Guidelines from CCA which shall be governed by the IT Act of 2000, regarding use of certificate	Yes
Helpline facility to be made available during office hours (9 AM to 6 PM) for no extra charges	Yes
Email id for communication	Yes
Drivers	Ubuntu 18.04 LTS, Windows 10 Professional or higher
Signing mode	Single file , Batch mode
USB token	Preferably proxkey and it should be

	<p>compatible with Ubuntu, Linux and Microsoft windows. It shall run on Ubuntu 16.04, 18.04 and 20.04 LTS, Linux, Microsoft windows 10 and higher for 32 and 64 bits. and above and windows OS</p> <p><u>The bidder should provide Software Solution for working of DSC token if necessary.</u></p>
<u>Bidder to mention Make, Made of USB Token</u>	
Warranty	Replacement warranty of USB token 3 years.

NOTE:

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

ANNEXURE – ‘B’

Eligibility Criteria

Sr. No.	Item	Insert Value or check-list the box	Reference of Enclosed Proof, along with corresponding page numbers
1	The bidder shall be a Certification Agency (CA) appointed by the office of the Controller of Certifying Authorities (CCA), Government of India and have been granted license to issue Digital Signature Certificate under Section 24 of the Indian IT-Act 2000. The Certification Agency may authorize ANY ONE of its regional channel partner to bid on their behalf.	1. Relevant copies of CCA license with expiry date 2. Certification Agency Authorization Letter/Form	
2	The bidder (s) must be an IT solution provider capable of handling Supply of Digital Signature Certificate and should have experience of minimum 3 years.	Copies of Work Order/Works Completion Certificate. The High Court reserves the right to seek additional supporting documents for the above Projects.	
3	The bidder's average annual financial turnover during Financial years 2019-20, 2020-21 and 2021-22 from sales and support services should not be less than Rs.1,00,000/-	*To be supported by authentic documentary evidence (audited balance sheet / CA Certificate) and confirmation regarding turnover. (The turnover refers to the company responding to this Notice and not the composite turnover of its subsidiaries/sister concerns/ techno-commercial collaborators etc.) (quote value in Rs. Lakhs)	

4	A copy GST Registration No., PAN number of the Bidder allotted by the Income Tax authorities should be submitted.	GST Registration No. PAN No.	
5	*A copy of the Registration number of the Bidder with attested copies of Articles of Association__(in case of Registered firm), Bye-laws or Certificates of registration (as applicable), * Partnership Deed (in case of Partnership Firm) should be submitted.	Registration No. Name the document enclosed.	

ANNEXURE – ‘C’

Financial Bid

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

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

Sr. No.	Item Description		Unit Price (Rs.)	GST (Rs.)	Unit Price (All inclusive) with Three Year warranty (Rs.)	Indicative Quantity for Determining the L1 bidder/rates only.	Total Price (All inclusive) with Three Year warranty (Rs.)
1	2	Make/Model	3	4	5=3 + 4	6	7=5 x 6
1	Digital Signature Certificate USB Token (Class-III with signing and encryption) with 3 years validity					380	
GRAND TOTAL VALUE (GTV) in Rs.							

Note :-

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

Sr. No.	Tax Type	Value (In Percentage)

Date :- Authorized Signatory

Name :-

Place :

ANNEXURE – ‘D’

**Draft of Performance Guarantee
(On Stamp Paper)**

To:

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

WHEREAS ----- (Name of Vendor/successful bidder) has undertaken a Contract, to supply Digital Signature Certificates USB token on a rate contract basis as per Notice No. HIGH COURT/DSC/ /2023 dated / /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 – ‘E’

Draft of Agreement

(On Stamp Paper)

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

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

The Tenderer has accepted the Contract on the terms and conditions set out in the Notice No. ***HIGH COURT/DSC/ /2023*** dated ***00-00-2023*** 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 of Digital Signature Certificate/ 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 – 'F'

LIST OF LOCATION WHERE THE DIGITAL SIGNATURE CERTIFICATE USB TOKENS ARE TO BE SUPPLIED

Sr. No.	Location	Quantity
1	Bombay High Court	225
2	Nagpur Bench	72
3	Aurangabad Bench	83
Total		380