

**HIGH COURT OF JUDICATURE AT BOMBAY**  
**Hutatma Chowk,**  
**Fort, Mumbai 400 032.**  
**Tender Notice No. HIGH COURT/ZOOM LICENSES/521/2023**

**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.,12/01/2024) for “**The Supply and Installation of Zoom Licenses at the Bombay High Court and its Benches at Nagpur and Aurangabad.**”

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.

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.**

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**Hutatma Chowk, Fort,**

**Mumbai 400 032.**

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**Tender Document for The Supply and Installation of Zoom Licenses at the  
Bombay High Court and its Benches at Nagpur and Aurangabad.**

### Document Control Sheet

Tender Reference No.	<b>HIGH COURT /ZOOM LICENSES/ 521/ 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/Empanelment/Cell)	Supply/Installation/Service
Product Category	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	28/12/2023 (11.00 am)
Document Download/ Sale Start Date	28/12/2023 (11.00 am)
Document Download/ Sale End Date	11/01/2024 (11.00 am)
Last Date and Time for Uploading of Bids	11/01/2024 (11.00 am)
Date and Time of Opening of Technical Bids	12/01/2024 (12.00 pm)
Contract Type (Empanelment/ Tender)	Tender
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 the Tender document
Address for Communication	<b>Registrar General High Court, Bombay</b>

## Table of Contents

1.1 SUBMISSION OF PROPOSAL:-.....	8
1.2 UNIFORMITY:-.....	9
1.3 ONLY ONE PROPOSAL:-.....	9
1.4 COST OF BIDDING:-.....	9
1.5 PROPOSED MATERIAL:-.....	9
1.6 SUBCONTRACTING:-.....	9
1.7 NEGOTIATIONS:-.....	10
1.8 ACCEPTANCE AND REJECTION OF PROPOSAL:-.....	10
1.9 PRICE OFFER AND TAXES:-.....	11
1.10 ACCEPTABLE BANKS:-.....	11
1.11 BID SCOPE:-.....	11
1.12 BID VALIDITY:-.....	11
1.13 BID PRICES:-.....	11
1.14 DISCOUNTS:-.....	12
1.15 MODIFICATION AND WITHDRAWAL OF BIDS:-.....	12
1.16 LOCAL CONDITIONS:-.....	13
1.17 CONFLICT OF INTEREST.....	13
1.18 CONFIDENTIALITY:-.....	13
1.19 CLARIFICATION OF PROPOSALS:-.....	14
1.20 NON-CONFORMITIES, ERRORS, AND OMISSIONS:-.....	14
1.21 UNDUE INFLUENCE:-.....	15
1.22 AMENDMENT OF BID DOCUMENTS:-.....	15
1.23 OBJECTIVE / SCOPE:-.....	17
1.24 GENERAL INSTRUCTIONS TO THE BIDDERS:-.....	17
1.25. DEFINITIONS.....	18
1.26 TENDER FEES:-.....	20

1.27 EARNEST MONEY DEPOSIT (EMD):-.....	20
1.28 ELIGIBLE BIDDER:-.....	21
1.29 ELIGIBILITY CRITERIA:-.....	21
1.30 TECHNICAL BID:-.....	21
1.31 FINANCIAL BID:-.....	22
1.32 OPENING OF PROPOSAL:-.....	22
1.33 EVALUATION:-.....	22
1.34 TECHNICAL EVALUATION PROCESS:-.....	23
1.35 EVALUATION OF FINANCIAL BIDS:-.....	24
1.36 PRESENTATIONS BEFORE A COMMITTEE -.....	24
1.37 RIGHT TO INSPECT :-.....	24
1.38 AWARD CRITERIA :-.....	25
1.39 PLACING OF LETTER OF AWARD/PURCHASE ORDER:-.....	26
1.40 SIGNING OF CONTRACT:-.....	26
1.41 COMPLETENESS OF CONTRACT:-.....	27
1.42 RIGHT TO HAVE WORK EXECUTED:-.....	27
1.43 CANCELLATION OF CONTRACT:-.....	27
1.44 TERMINATION BASED ON FUNDING:-.....	28
1.45 DELIVERY PROCESS:-.....	28
1.46 INSTALLATION PROCESS:-.....	29
1.47 PAYMENT PROCESS:-.....	29
1.48 VALIDITY FOR ZOOM LICENSES:-.....	30
1.49 LIQUIDATED DAMAGES.....	30
1.50 SCHEDULE OF EVENTS:-.....	30
2.1 SPECIFICATIONS:-.....	31
2.2 PERFORMANCE GUARANTEE:-.....	31
2.3 RIGHTS OF REGISTRAR GENERAL, HIGH COURT:-.....	32
2.4 FORCE MAJEURE.....	32

2.5 TERMINATION.....	32
2.6 ARBITRATION:.....	33
2.7 GOVERNING LAWS AND JURISDICTION:-.....	33
Annexure – 1 : Earnest Money Deposit / Turnover / Value of Similar Completed Work Projects.....	34
Annexure – 2 : Summary.....	35
Annexure – 3 : Eligibility Criteria.....	36
Manufacturer’s Authorization Format for Front Line Bidder.....	39
Annexure – 4 : Proof of completion of Similar Work Projects.....	40
Annexure – 5 : Bidder’s Annual Turnover.....	41
Annexure – 6 : Time Schedule.....	42
Annexure – 7 : Technical.....	44
Annexure – 8 : Main Technical MT.01.....	44
Annexure – 9 : Financial.....	47
Annexure – 10 : MF01A.....	47
Annexure – 11 : MF01B.....	48
Annexure – 12 : Bid Submission.....	50
Annexure – 13 : Enclosures Check-list.....	54
Annexure – 14 : Blank Technical verification Data Sheets (TVDS).....	56
Annexure – 15 : Performance Guarantee Form.....	58
Annexure – 16 : Draft of Agreement.....	59
Annexure – 17 : Certificate for country sharing land border.....	60
Annexure – 18 : List of Location where the Zoom Licenses are to be supplied.....	61

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

The Registrar General on behalf of the Bombay High Court invites an Online bid for "**The Supply and Installation of Zoom Licenses at the Bombay High Court and its Benches at Nagpur and Aurangabad .**"

A Tender document has been published on the e-tendering System of the 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 the 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-12**] in which the bid documents have to be submitted, the number of documents - including the names and content of each of the documents 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 should take into account the 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 an email at **cpc-bom@aij.gov.in** or calling on a telephone No. 022-20820565 as mentioned in the Tender document.
2. Any queries relating to the process of online bid submission or queries relating to the e-tendering System of the Government of Maharashtra i.e <http://mahatenders.gov.in>, in general, may be available at the 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 to the e-tendering system of the Government of Maharashtra well in advance for bid submission so that the bid is uploaded in time i.e. on or before the bid submission time. The High Court shall not be responsible for any delay due to any issues/ uploading the Bid or depositing online Fee 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-12**.

**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 to the deadlines for submission of the bids by the bidders, the 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** The bid 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 the bidder’s HR/Legal Department must be enclosed with the bid certifying that the person(s) who signed the bid are the person(s) authorized to sign on behalf of the Company.

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

**1.1.11** Bids that 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 the **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 Zoom Licenses 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 Software and shall give details of the Make and Model, Year of Manufacture and End of Life of the Software 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 the 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 the 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 – 12: Bid Submission**”. While submitting the bid, the bidder shall check the list at **Annexure – 13**.

**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 **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 items (s).

#### **1.14 DISCOUNTS:-**

The Bidders are advised not to indicate any separate discount in the Financial Bid. The Bidders shall include a discount, if any, in the total price. Discount of any type indicated separately, shall not be taken into account for evaluation purposes. However, in the event of such an offer being 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.

#### **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 processes 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, before the date of submission of Bids, the Registrar General, may, for any reason, whether at its 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 the High Court and the e-tendering website of the 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 for 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 a change in specifications or quantity of any items.

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

The bidder may modify its bid through the e-tendering system at any time before the submission of bids. However, withdrawal of the original offer will not be allowed. No offer can be modified by the Bidder, after the closing date and time for submission of offers. If a date of submission is extended due to some reasons, modification in the offer is possible till the extended period provided the bid has not been opened.

**1.22.4** If 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 after the finalization of the Bid, the Bidder shall pass on the benefits to the High Court, and in the event of an increase in government levies after the finalization of the Bid; the High Court shall bear the pro-rata increase to the Bidder if the same has 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 a minimum of 6 months except in the case of the Union Budget.

**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 -17)**

**1.22.12** The Bid of the bidders, quoting false information will be canceled 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 **“The Supply and Installation of Zoom Licenses at the Bombay High Court and its Benches at Nagpur and Aurangabad .”** These Zoom licenses are required for conducting Courts through Video Conferencing at the Principal Seat at Bombay High Court and its Benches at Nagpur and Aurangabad.

**1.23.2** This Tender caters to the supply, installation and maintenance of **Zoom Licenses**.

**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 – 7: 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 validity 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/Software 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) **“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.
- v) **“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.
- w) **“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.

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

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

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

**1.27.2** The Earnest Money Deposit will be returned as per procedure of e-tendering.

**1.27.3** 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.

#### **1.27.4 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 Tender fee and Earnest Money Deposit 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 sales under codes 46 and 47 of NIC 2008 do not fall under the MSME category. As such, the **bidders dealing in the wholesale and retail sale of the required items are not entitled to exemption from payment of Tender fee.**

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.**

#### **1.27.5 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-13) 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 software and Technical Specifications/requirement to be procured are given in “**Annexure – 7: Technical**” and “**Annexure - 8**”. While submitting a bid, the bidder shall check a list as per **Annexure-13**.

**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 software/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 – 9: Financial, Annexure - 10: MF.01A and Annexure – 11: MF.01B**”. The bidder shall submit the Financial bid for the corresponding configuration/description as indicated in “**Annexure – 7: Technical and Annexure 8: 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 – 7: Technical**” inclusive of related accessories, Documentations of sub-assemblies of the system and Operating Manuals of the systems, Packing, Forwarding, Freight, Insurance, Installation charges at sites and validity, 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 Software and performance of the types of Software.

**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 – 7: Technical and Annexure – 8: 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 three 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 – 7 : Technical and Annexure - 8 : 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 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.

### **1.38 AWARD CRITERIA :-**

**1.38.1** 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.

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

**1.38.3** In the event of any mismatch in the Gross Total Value (GTV) mentioned at **Annexure - 10 : MF01A** and total of **Annexure-11 : MF01B** 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 – 10 : MF01A** is greater than the GTV given in Annexure -11 : MF01B: The value given in **Annexure – 11 : MF01B** will be taken as the value for Annexure – 10 : MF01A.

ii) When GTV has given in **Annexure – 10 : MF01A** is less than the GTV given in Annexure MF01B: The value given in **Annexure – 11 : MF01B** will be replaced with the value given in **Annexure – 10 : MF01A** and the item wise value for each item in **Annexure – 11 : MF01B** will be reduced on a Pro-Rata basis and consequently unit values will be worked out.

**1.38.4** If a lowest quoting bidder fails to accept the individual unit rates rationalized/reworked as per the above procedure, his bid will stand canceled. EMD of such defaulting bidder will be forfeited.

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

**1.38.6 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.

**1.38.7** 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.

### **1.39 PLACING OF LETTER OF AWARD/PURCHASE ORDER:-**

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

**1.39.2** Upon successful completion of Acceptance Testing of the offered product, the High Court will issue a Purchase Order/Letter of Award to the Successful Bidder for procurement of the goods on the successful bidder either in hard copy or in soft copy through e-mail.

**1.39.3** 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.

**1.39.4** 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.

**1.39.5** 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.

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

**1.39.7** 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.

### **1.40 SIGNING OF CONTRACT:-**

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

**1.40.2** 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.

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

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

**1.41 COMPLETENESS OF CONTRACT:-**

**1.41.1** The contract will be deemed as incomplete if any component of the 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.

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

**1.41.3** The **Zoom Licenses** will be accepted after complete commission and satisfactory functioning of **Zoom Licenses** for a minimum period of 10 days. The validity period will commence only on acceptance of Software item by the High Court.

**1.42 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.

**1.43 CANCELLATION OF CONTRACT:-**

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

**1.43.1** 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.

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

#### **1.44 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.

#### **1.45 DELIVERY PROCESS:-**

**1.45.1** The successful Bidder shall deliver the items at the designated location as per the Purchase Order / Letter of Award.

**1.45.2** All aspects of safe delivery shall be the exclusive responsibility of the Bidder.

**1.45.3** The bidder shall deliver Zoom Licenses at [cpc-bom@ajj.gov.in](mailto:cpc-bom@ajj.gov.in) of Bombay High Court. As well as the bidder shall forward the hard copy of the same at Bombay High Court.

**1.45.4** The successful Bidder shall obtain signature with date and stamp on Delivery Challan(s) of the concerned Authority and hand over copy thereof to him.

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

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

**1.45.7** 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.

#### **1.46 INSTALLATION PROCESS:-**

**1.46.1** The successful Bidder shall provide PPT of step by step installation procedure of Software.

**1.46.2** In case of any difficulty during installation, the successful Bidder shall give online support at the specified site without any additional charge.

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

<b>Sr. No.</b>	<b>Location</b>	<b>Maximum Period for Delivery from the date of Purchase order</b>
1	Bombay High Court (as per Annexure-18)	2 Weeks

**Note:** Once the letter of award is accepted by the bidder then any request for timeline will not be considered except for the reasons given in this tender.

#### **1.47 PAYMENT PROCESS:-**

**1.47.1** 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.

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

**1.47.3** 100% payment will be made after satisfactory delivery of Zoom Licenses on mail and hard copy of the same at the Office of the Central Project Coordinator, Bombay High Court.

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

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

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

#### **1.48 VALIDITY FOR ZOOM LICENSES:-**

**1.48.1** The validity of the Zoom Licenses shall be for 1 year i.e. from 01/04/2024 to 31/03/2025.

**1.48.2** The High Court reserves the right to extend the validity period of zoom licenses provided by the bidder for further period by giving one month notice and the concerned bidder shall provide Zoom Licenses for the requested period for the same price.

#### **1.49 LIQUIDATED DAMAGES**

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

**1.49.2** 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.

#### **1.50 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	Last date and time of proposal submission.	<b>11/01/2024 at 11.00 am</b>
2	Date and time of opening of the Technical Bid at the High Court.	<b>12/01/2024 at 12.00 am</b>
3	Date & Time of opening of the Financial bid at the High Court.	<b>The date and Time would be intimated to the shortlisted Bidders, after Technical evaluation.</b>

## 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 a performance guarantee in the form of an 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. 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 Contractor before 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 -15**).

**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 validity 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 validity period, the legal action as per Rules/Laws will be taken.

## **2.3 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 before award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders.

## **2.4 FORCE MAJEURE**

**2.4.1** 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.

**2.4.2** 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.

## **2.5 TERMINATION**

**2.5.1 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.

**2.5.2 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.

**2.5.3 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.

**2.5.4 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.

**2.5.5** 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.

## **2.6 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 concerning 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.

## **2.7 GOVERNING LAWS AND JURISDICTION:-**

The Agreement shall be governed by the laws in force in India. Any dispute arising concerning 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**

<b>Sr. No.</b>	<b>Component</b>	<b>EMD in Rs.</b>	<b>Turnover in Rs.</b>	<b>Value of similar Project in Rs</b>
1.	Zoom Licenses	46,000	4,60,000	7,75,000

## Annexure – 2 : Summary

Sr. No.	Item Name	Item Value
1	Tender No.	<b>HIGH COURT/ZOOM LICENSES/521/2023</b>
2	Title	<b>Tender document for The Supply and Installation of Zoom Licenses at the Bombay High Court and its Benches at Nagpur and Aurangabad.</b>
3	Tender Fee	<b>Rs.15,000/- (Rupees Fifteen Thousand Only)</b>
4	Number of packets in a bid	Two
5	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 Zoom Licenses .</p> <p>The OEM should have tie-up 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 letterhead.</p> <p>*Supporting Documents about tie-up/ techno-commercial collaboration with subsystems/ peripheral manufacturers to be submitted.</p>	
2	<p>The bidder (s) must be an IT solution provider capable of handling <b>Supply of Zoom Licenses</b>.</p>	<p>*Self Certification for the successfully completed similar work of Supply, Installation and Maintenance of <b>Zoom Licenses</b> 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 letterhead signed by the Authorised signatory in the prescribed format to be furnished by the bidder in compliance with this clause.</p> <p>The High Court reserves the</p>	

		right to seek additional supporting documents for the above Projects.	
3	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>	*To be supported by authentic documentary evidence (Annexure – 5 – Bidder's Annual Turnover). (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)	
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 and Certificates of registration (as applicable), * Partnership Deed (in case of Partnership Firm) should be submitted.	Registration No. Name the document enclosed.	
6	The bidder from a country that shares a land border with India must be registered with the Competent Authority as per the	Provide Certificate <b>Annexure – 17.</b>	

	norms set by the Government of India. Such bidder must submit a declaration.		
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**Note: Bidder has to fill the above Annexure and indicate the page numbers of the supporting document in the proof while submitting a 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 Zoom Licenses**. 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 and maintenance of our products. We also ensure to provide the service support for the supplied **Zoom Licenses** for a period of **One year** 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, Installation and Maintenance of Zoom Licenses**. 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/ZOOM LICENSES/521/2023**

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 :-

Sr. No.	Year	Annual Turn Over (in lakhs)	Annual Turnover from sales and support services of Zoom Licenses (in lakhs)
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/ZOOM LICENSES/ 521/2023
1	Date of Publication	28/12/2023 at 11.00 am
2	Last date and time for submission of Tender Offers.	11/01/2024 at 11.00 am
3	Time and Date of opening of Tender Offers	12/01/2024 at 12.00 pm
4	Address for communication	The Central Project Coordinator, the Bombay High Court, Hutatma Chowk, Fort, Mumbai - 400 032.
5	Contact Telephone No. and email address.	022-20820565/ 20820665 <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 schedule.

C	Technical
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## Annexure – 7 : Technical

Item No.	Item Description with configuration	Annexure (Sub parts)
1	<b>Zoom Licenses</b>	Main Technical : MT.01

## Annexure – 8 : Main Technical MT.01

Item : Zoom Licenses

Sr. No.	Title	Bid Requirement	Bidder Compliance
1	Product Company		
2	Software Name (in detail)	Zoom Std. Enterprise License	
	Parameter	Specification	
3	Webinar License free for every host	Yes	
4	Admin Dashboard	Yes	
5	Number of Participants	Up to 500	
6	Cloud Recording	Unlimited	
7	Quarterly Reviews	Yes	
8	Dedicated Phone Support	Yes	
9	Customer Success Manager for on boarding and adoption	Yes	
10	Transcription Recordings	Yes	
11	Data Centre in India	Yes	
12	Security Encryption	AES-256-GCM	
13	Local Recording	Yes	

14	Immersive View Layout	Yes	
15	Operating System Compatibility	Windows and Ubuntu	
16	Conference Room Connector (CRC)	3 Quantities	

**NOTE**

- 1) ALL THE ABOVE SPECIFICATIONS ARE MINIMUM.
- 2) Bidder shall submit brochure for the quoted product only and shall not submit brochure for any other product.
- 3) Bidder shall not use words like “Yes” or “Complied” in TVDS & shall give complete details of specifications of the offered product.

<p>D</p>	<p>Financial</p>
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## Annexure – 9 : Financial

Tender Notice No.HIGH COURT/ZOOM LICENSES/521/2023

1	<b>Annexure – 10 : MF.01A</b>	Financial Bid for Submission of Gross Total Value of <b>Annexure – 11 : MF.01B</b>
2	<b>Annexure – 11 : MF.01B</b>	Detailed Financial Bid for <b>Annexure – 8 : Main Technical MT.01</b>

### Annexure – 10 : MF.01A

**Financial Bid for Submission of Gross Total Value of Annexure – 8 : 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.

<b>Grand Total Value (GTV) (i.e., value of cell (Sr.No.2, Col.No.7) of Annexure – 11 : MF.01B (in Rs.) i.e., Value of 'X'</b>	<b>X</b>
<b>(Rupees) .....in words</b>	

**Note:** Please ensure that the Grand Total Value given in **Annexure -10 : MF.01A** must match the Grand Total Value given in **Annexure – 11 : MF.01B**.

Date :- Authorized Signatory

Name :-

Place SEAL

## Annexure – 11 : MF.01B

### Tender Notice No.HIGH COURT/ZOOM LICENSES/521/2023

#### Financial Bid for all Items as per Annexure – 8 : Main Technical MT.01

1. Prices in Financial Bid should be quoted in the following format, as per the specifications in respective Zoom Licenses
2. All prices should be quoted with validity for One 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 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 One year validity (Rs.)	Indicative Quantity for Determining the L1 bidder/ rates only.	Total Price (All inclusive)with One year validity (Rs.)	
1	2	Make/ Model	3	4	5=3 + 4	6	7=5 x 6
1	Zoom std. Enterprise License with validity of one year (incl. Webinar Licenses of 500 attendees)					70	
2	GRAND TOTAL VALUE (GTV) in Rs.						X

Note :- Quantity of Zoom Licenses may increase or decrease as per requirement.

1. Unit Price (Column 5) should include packing, forwarding, freight, insurance, installation, commissioning, validity 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 :

## Annexure – 12 : Bid Submission

Online Bids submitted in **TWO** Envelopes as Follows:

Envelope-1			
(Following documents to be provided as single PDF file)			
Sr. No.	Documents	Content	File Types
1.	EMD	The scanned copy of EMD - Online Earnest Money Deposit OR a valid MSME registration certificate.	PDF
2.	Eligibility Criteria	<p>* Authorization to sign on behalf of the bidder by HR/Legal department.</p> <p>The requirements as mentioned in the Annexure – 3 : - Eligibility Criteria along with similar completed work projects documents.</p> <p>MAF by the front end bidder on Company letter head.</p> <p>* Supporting Documents about techno - commercial collaboration with subsystems/peripheral manufacturers.</p> <p>* A letter from each subsystems/peripheral manufacturer the support for three years. (As applicable)</p> <p>* Self Certification on the letter head signed by the Authorised signatory for similar work projects along with Certificate for each project.</p> <p>* Bidder's Annual Turnover – Annexure - 5.</p> <p>* Escalation matrix for sales &amp; support function.</p> <p>* A copy GST Registration No.</p>	PDF

		<p>* A Copy of PAN number</p> <p>* Attested Copy of Registration No. in the name of bidder.</p> <p>* 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).</p> <p>*The Bidder shall provide Certificate for country sharing land border as per Annexure – 17.</p>	
3.	Technical Bid	<p>Brochure for offered product (Make and Model)</p> <p>Certificate that offered / quoted products confirm to the tender specification</p> <p>Make and Model for each quoted item.</p> <p>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	<p>* TVDS (Technical specification ) data sheet completely filled up by the bidder as per <b>Annexure-14</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.</p> <p>* Pointwise compliance statement of specifications and features of offered <b>Zoom Licenses</b>.</p> <p>* Any other document which the bidder may feel necessary to support the product/bid.</p>	.PDF

Envelope-2			
Sr. No.	Documents	Content	File Types
1.	Financial Bid (GTV)	Gross Total Value Financial bid as per <b>Annexure – 10 : MF01A</b>	.PDF
2.	Detailed Financial Bid	Detailed Financial Bid for additional item as per <b>Annexure – 11 : MF01B</b>	.RAR Containing .PDF, xls

E	Document Lists / Check- list to be submitted
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## Annexure – 13 : 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	For - EMD		
<b>For - Eligibility Criteria</b>			
2	Information and documents as per <b>Annexure-3 : Eligibility Criteria</b>		
3	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>			
4	Brochure of the products quoted.		
5	Point wise compliance statement of specifications and features of offered <b>Zoom Licenses</b> .		
6	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.		
7	Unpriced Bill of Material along with part numbers, Make and Model for each item quoted.		
8	Certificate to the effect that the offered/quoted products conform to the Tender specification.		
9	Completely filled Technical Data Sheet (TVDS) /Technical specification data sheet <b>Annexure-14</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.		
10	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.		
11	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>			
12	Financial bid as per <b>Annexure - 10 : MF.01A</b>		
<b>For - Detailed Financial Bid</b>			
13	Financial bid as per <b>Annexure - 11 : MF.01B</b>		

## Annexure – 14 : Blank Technical verification Data Sheets (TVDS)

### Tender Notice No.HIGH COURT/ZOOM LICENSES/521/2023

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

#### Item : Zoom Licenses

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

	Compatibility		
16	Conference Room Connector (CRC)	3 Quantities	

**NOTE**

1) ALL THE ABOVE SPECIFICATIONS ARE MINIMUM.

2) Bidder shall submit brochure for the quoted product only and shall not submit brochure for any other product.

3) Bidder shall not use words like “Yes” or “Complied” in TVDS & shall give complete details of specifications of the offered product.

## Annexure – 15 : Performance Guarantee Form

(On Stamp Paper)

To:

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

WHEREAS ----- (Name of Vendor/successful bidder) has undertaken a Contract, to supply **Zoom Licenses** as per Tender No. HIGH COURT/ZOOM LICENSES/521/2023 dated /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 bond 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 – 16 : Draft of Agreement

(On Stamp Paper)

AGREEMENT MADE this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Eighteen, 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 supply to the Purchaser, the \_\_\_\_\_ specified at **Annexures – and**—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. 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/ZOOM LICENSES/521/2023** dated **22/12/2023** and Purchase Order No. **Spl./Com./ /2023** dated **00/00/0000** which will hold good during the period of this Agreement.

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

Upon breach by the Tenderer of any of the conditions of the Terms and Conditions of the 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 – 17 : Certificate for country sharing land border**

### **Tender Notice No.HIGH COURT/ZOOM LICENSES/521/2023**

“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 – 18 : List of Location where the Zoom Licenses are to be supplied**

<b>Sr. No</b>	<b>Name of the Judicial District</b>	<b>Name of Court Complex</b>	<b>Number of Zoom Licenses required</b>
1	Bombay	CPC Cell, Room No. 601, 6 <sup>th</sup> Floor, New Mantralaya Building, G. T. Hospital Premises, near Crawford Market. L. T. Marg, Mumbai – 400 001.	70
		<b>Total</b>	<b>70</b>

**Note: The quantity of Zoom Licenses and list of location may change.**