

**HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD
NOTICE INVITING TENDERS FOR PURCHASE OF
WIRELESS SYNCHRONIZED DIGITL CLOCKS**

No.N/Cash/2038/2023
Date : 10/02/2023.

The Registry of Bombay High Court, Bench at Aurangabad invites Tenders from reputed Manufacturers/Suppliers of Wireless Synchronized Digital Clocks having display sizes 2.2” to 2.5” and 4” inches of reputed make as per specifications mentioned in the Tender Document.

Interested parties may submit their sealed tenders to the office of the Registrar (Admn.), High Court of Bombay Bench at Aurangabad in a sealed cover super-scribing as “Tender for Wireless Synchronized Digital Clocks” so as to be reached on or before 20/02/2023 upto 5:00 PM.

The Registrar [Admn.] High Court, Auragabad reserve the right to accept or reject any/all tender without assigning any reason(s), thereof.

Date :10/02/2023.

Sd/-
Registrar (Admn.)
High Court Bombay
Bench at Aurangabad

TENDER DOCUMENT

TENDER NO. N/Cash/2038/2023

Tender Notice for Supply and Installation of Wireless Synchronized Digital Clocks

Section I :- Eligibility Criteria

Sr. No.	Eligibility Criteria	Documentary Proof to be attached
1	The Bidder should be either Manufacturer / Authorized Dealer. If the Bidder is Authorized Dealer, Manufacturer's Authorization Form should be submitted along with Tender Offer.	Manufacturer's Authorization Form. <u>(Annexure III)</u>
2	The Bidder should have a minimum aggregate turnover of Rs.50 Lakhs during each of the years 2019-2020, 2020-21 and 2021-2022.	CA Certificates.
3	The Bidders should have at least one successful deal of supply and installation of respective items in Government or PSU Offices.	Copies of Work Order and Certificate of satisfactory completion of the said Projects should be submitted.
4	The Bidder should have valid Documentary proof of GST Registration Number	The copy of GST Registration Certificate
5	The Bidder should have valid Documentary proof of Income Tax Registration (PAN).	The Copy of Income Tax Registration (PAN)
6	The Bidder must not be blacklisted by the Central/State Government, Corporations or Government Undertakings.	Undertaking to that effect.
7	The Bidder should have Registration of Firm/Shop/Company	Copy of Registration Firm/Shop/Company

Section II :- Schedule

Date of Publication	10/02/2023
Last Date and time for submission of sealed tenders.	20/02/2023 up to 5.00 p.m.
Time and Date of opening of tenders	21/02/2023 at 2.30 p.m. (If Possible)
Tender should be addressed to	The Registrar (Admn.), High Court of Bombay, Bench at Aurangabad, Jalna Road, N-3, Cidco, Aurangabad.
Contact Telephone No.	0240-2993303

Section III :- Scope of Work

The Bombay High Court, Bench at Aurangabad intends to procure and install Wireless Synchronized Digital Clocks in the Court Halls and in Hon'ble Judges Chambers or at any other location as may be decided by the High Court at Aurangabad Bench.

The main purpose of installing Wireless Synchronized Digital Clocks is to display uniform time at all the locations in the premises of Aurangabad Bench. The scope of work includes supply, installation and maintenance of Wireless Synchronized Digital Clocks of display size i.e. 2.2 to 2.5 inches to be installed in the Chambers and of display size i.e. 4 inches to be installed in the Court Halls and any other ancillary devices/components, cables, connectors, power cords etc. required for the working of the Digital clocks.

The proposed system expected to have Master Clock which will receive the signal from the GPS and transmit the same to the Slave Clocks within range. The Slave Clocks will receive signal from the master. The system design should be proposed in such a way that even if one of the master fails, the corresponding Slave Clocks shall synchronized time from another master. The number of master clocks required may be finalized depending on the site requirement at Aurangabad Bench.

The Bidders are expected to submit their tenders proposing most economical solution. Before submission of Tenders, they are advice to visit the Hon'ble Court Location(s) for testing the working of proposed solution, devices and wireless signal range.

Electrical points will be provided by the Registry of High Court, Bench at Aurangabad.

Section IV :- INSTRUCTIONS

4.1 General :-

1. The Bidders are expected to examine all instructions, forms, terms and conditions in the bidding Documents. Failure to furnish all the information required by the bidding Documents or submission of a Bid not substantially responsive to the bidding Documents in every respect, shall be at the Bidder's risk and may result in rejection of the Bid. The Bid is liable to be rejected outrightly without any intimation to the Bidder, if complete information called for the Tender Document is not given therein or if any particular asked for in the Forms / Proforma in the Tender are not fully furnished.

2. The Bidder shall bear all costs associated with the preparation and submission of the Bid, including cost of presentation/demonstration for the purposes of clarification of the Bid, if so desired by the High Court of Bombay, Bench at Aurangabad. The High Court of Bombay, Bench at Aurangabad in no case will be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

3. The Bidder should quote the prices inclusive of all i.e. supply of Clocks,

ancillary devices, installation, working Software if any, documentation, Training etc. and all taxes levies etc.,

4. The Bidder may inspect location at High Court of Bombay, Bench at Aurangabad for testing their products on any working day between 11 a.m. and 5 p.m. during tender period with prior permission/intimation to the Registry at Aurangabad Bench.

5. The Bidder should furnish information regarding past supplies/clients etc. and satisfactory performance of said supplies. i. e. Annexure V.

6. The quoted rates shall be valid **for 90 days**. The Bidder would required to supply and install compatible Wireless Synchronized Digital Clocks of same or higher configuration, if required additionally, at the same rate during the warranty period. However, if there is downward revision in the prices of quoted product, the benefit thereof should be passed on to the High Court, Bench at Aurangabad.

7. The design, look and colour of the enclosure/ clock shall be confirmed after approval by this office.

8. The Bidder should attached self attested copies of the following documents in the Technical Cover while submitting Sealed Tender :-

- a) Specifications as per Annexure – I.
- b) Manufacturer's Authorization Form as per Annexure – III.
- c) CA Certificate and Balance Sheets.
 - d) Copies of Work Order of supply and installation of respective items in Government or PSU Offices and satisfactory completion Certificate thereof.
- e) GST Registration and Income Tax Registration (PAN).
- f) Details of Tenderer as per Annexure – IV.
- g) Performance Statement as per Annexure – V.
- h) Tender Offer Form as per Annexure – VI.
- i) Contract Form as per Annexure – VIII.
- j) Performance Security Form as per Annexure – IX.

9. The Bidder should submit copies of the following documents in Financial Cover while submitting Sealed Tender :-

- a) Quantity & Price Bid form and AMC Rates as per Annexure – VII

10. The Bidder cannot outsource the work to any Agency without the prior written approval of the High Court of Bombay, Bench at Aurangabad.

4.2. Cost of Bid document

The Bidder needs to submit non-refundable Tender Fee of Rs.1500/- (Rupees One Thousand Five Hundred Only.) by Demand Draft of any Nationalised Bank in favour of **the Registrar, High Court, Bench at Aurangabad**.

4.3. Opening of Bids and Bid evaluation :-

1. Technical Covers will be opened as per Schedule mentioned in the Tender Document and the Financial Covers will be opened on the later date as per

schedule decided by Aurangabad Registry.

2. The decision of the Evaluation Committee in the evaluation of Bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.

Note : High Court at Aurangabad Bench may waive any minor informality or non-conformity or irregularity in a Bid.

3. High Court, Bench at Aurangabad reserves the right 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 thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Tendering Authority's action.

4.4 Bid Security (EMD – Earnest Money Deposit)

The interested parties are required to submit refundable EMD for Rs.7500/- (Rupees Seven Thousand Five Hundred Only) by Demand Draft of any Nationalised Bank in favour of the Registrar, High Court, Bench at Aurangabad.

4.5 Performance Bank Guarantee :-

1. The successful Bidder shall at his own expense submit with Tender Issuing Authority, within fifteen (15) working days from the date of Notice of award of the Contract or prior to signing of the Contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (**Annexure - IX**) of an amount equivalent to 10% of Contract value in Indian Rupees.

2. No interest shall be payable on the Performance Bank Guarantee.

4.6 Contract Form :-

1. The successful Bidder shall enter into a contract with the Tender Issuing Authority (**Annexure – VIII**). Terms and Conditions specified in the Tender Document shall become part and parcel of the Contract Document.

2. Failure of the successful Bidder to agree with the Terms and Conditions of the Bid/Contract shall constitute sufficient grounds for the annulment of the award, in that event, Tender issuing Authority may make the award to the next Best Value Bidder or call for new Bids.

4.7 Work Execution :-

The successful Bidder shall have to complete work of supply and installation of Wireless Synchronized Digital Clocks in all respect within 30 days from the date of issuance of Purchase Order.

Section V :- OTHER CONDITIONS OF THE CONTRACT

5.1 Delayed supply and installation :-

If the Bidder fails to deliver and install any or all of the product or does not

perform the Services within the time period(s) specified in the Contract, the Tendering Authority shall, without prejudice to its other remedies under the Contract, deduct from the contract prize, as liquidated damages, an amount of Rs.10/- per day / per device. Such penalty is to be deducted always by the Tendering Authority from the Bill of the Bidder. The Tendering Authority will have the option to purchase the stores from elsewhere on the account and risk of the Bidder.

The Tendering Authority may also consider termination of the Contract.

5.2 Order Cancellation

The High Court of Bombay, Bench at Aurangabad reserves the right to cancel the order in the event of one or more of the following circumstances :-

- ⊗ Serious discrepancy in the equipment noticed during the pre-dispatch inspection, if any.
- ⊗ Delay in delivery and installation beyond a period of 30 days from the date of issuance of Purchase Order.
- ⊗ Breach by the Bidder of any of the terms and conditions of the Tender Document.
- ⊗ If the Bidder goes into liquidation voluntarily or otherwise.
- ⊗ In addition to the cancellation of Purchase Order, the Tendering Authority also reserves the right to forfeit the Performance Guarantee/EMD.

5.3 Payment Terms :-

Payment towards supply will be made by the High Court of Bombay, Bench at Aurangabad after satisfactory supply and installation of the material, as per Government rules and procedure.

5.4 Warranty :-

The Bidder shall provide comprehensive Onsite Warranty and support for a period of 5 years (Five Years) from the date of installation, including free provision of spare parts and kits as and when required.

The Bidder shall be fully responsible for the manufacturer's Warranty for all equipment, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship or any act or omission of the manufacturer/Vendor or any defect that may develop under normal use of supplied equipment during the Warranty period.

5.5 Services & Downtime Penalty :-

During Warranty period, services such as equipment failure or any other fault whatsoever, which may arise, shall be attended Onsite by the Bidder free of cost. Call given by the Tendering Authority, shall be attended by the Bidder preferably within 2/3 hours and/or within 24 hours in any case.

An equipment that is reported to be down should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within 48 hours. In case Bidder fails to meet the above standards of maintenance, a penalty of Rs.50/- (Rupees Fifty only) per day will be charged, till the equipment is fully repaired or replaced. These penalty charges will be deducted from the Performance Guarantee.

5.6 Annual Maintenance Contract :-

The Bidder is expected to maintain the equipment supplied after the expiry of Warranty period. Comprehensive Onsite Annual Maintenance Charges for the post Warranty period should be submitted in **Commercial Offer (Annexure VII)**. The Bidder is expected to ensure same maintenance standards as during Warranty period. Bidder will give at least three months Notice prior to discontinuation of support services, if any.

5.7 Arbitration :-

In the event of any dispute or difference arising out or touching upon any of the terms and conditions of this contract and / or in relation to the implementation or interpretation thereof, the same shall be resolved initially by mutual discussion and conciliation but in the event of failure thereof, the same shall be referred to the sole arbitrator appointed by this Registry. The arbitration shall be at Aurangabad and the Arbitrator shall give his award in accordance with "The Arbitration and Conciliation Act, 1996". The decision of the arbitrator shall be final and binding upon the parties.

5.8 Legal Jurisdiction :-

All Legal disputes are subject to the jurisdiction of Aurangabad Court only, preceded by Arbitration.

Date : 10/02/2023.

Sd/-
Registrar (Admn.)
High Court Bombay
Bench at Aurangabad

Annexure – I

Minimum Specifications of Wireless Synchronized Digital Clock

Sr. No.	Description	Value	Compliance
1	Make	To be specified	
2	Model	To be specified	
3	Type of Clock	To be specified	
4	Time Format	12/24 Hrs	
5	Display Colour	LED Red Colour seven segment display with along distance visibility.	
6	Display Size	2.2" to 2.5" & 4"	
7	Display format	HH : MM	
8	Display Face	Single	
9	Visibility	Min. 50 meters	
10	Communication	Wireless	
11	Mounting	Wall Mount / Table Top	
12	Enclosure	MS Powder coated or HIPS plastic suitable to Chamber/Court ambient (specify available colours)	
13	Temperature	0 to 50 degrees	
14	Power Supply	Indian Standard 230 V/50Hz with Battery Backup.	
15	Warranty	Five Years	
16	Technology	GPS-Based	

Annexure – II
Tentative requirement of Wireless Synchronized Digital Clocks

Sr. No.	Location	Contact details	Quantity		
			Master Clocks	Display Size 2.2” to 2.5”	Display Size 4”
1	High Court of Bombay, Bench at Aurangabad	0240-2993303	06	24	12
Total			06	24	12

Note :- The quantity of Clocks may increase or decrease as per actual requirement.

*The quantity of Master clocks is specified tentatively and may vary depending on the signal coverage. The Bidders may propose the actual quantity depending on the site survey.

Annexure – III

Manufacturer's Authorization Form

No. _____ dated _____

To _____

Dear Sir,

Tender Reference No. _____

We _____ who are established and reputable manufacturers of _____ having factories at _____ and _____ do hereby authorize M/s. _____

_____ (Name and address of Agent / Dealer) to Offer, negotiate and conclude the Contract with you against the above invitation for Tender Offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the Tender and the Contract for the goods and services offered against this invitation, for the goods and services offered by the above Agent / Dealer. In case our above authorized Agent / Dealer is unable to supply the goods and services during the period of the Contract to the satisfaction of the Tendering Authority, we undertake unilaterally to fulfill the contractual obligations of the said Dealer /Agent either directly or through another Dealer/ Agent.

Yours faithfully

(Name)

For and on behalf of M/s. _____

(Name of Manufacturers)

Note: This letter of authority should be on the Letter Head of the manufacturing concern and should be signed by a competent person of the Manufacturer.

Annexure IV

DETAILS OF TENDERER

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sr. No.	Particulars	Details
1	Name of the Company	
2	Mailing Address	
3	Telephone No.	
4	Fax No.	
5	Turn-over of the Company 2019-2020, 2020-2021 & 2021-2022.	
6	Profit of the Company 2019-2020, 2020-2021 & 2021-2022.	
7	Whether direct manufacturer or Authorized Dealer	
8	No. of Technical personnel employed	

Date :-

Authorized Signatory

Annexure – V

Statement of recent deals
(For a period of last two years
i. e. 2020 - 2021 and 2021 - 2022)

Bid No. _____ Date of opening _____ Time _____ hrs.

Name of the Firm _____

Order number and date	Order placed by (Full address of Purchaser) Contact Person Phone No.	Description of Quantity ordered	Value of Order in Rupees	Date of Completion	Remarks Indicating reasons for late delivery, if any, As per Contract/ Actual	Is the equipment satisfactorily functioning

Total for the year 2021 - 2022

Date: _____

Place: _____

Signature of the Tenderer

Annexure VI

Tender Offer Form

Date: _____

Tender Reference No.: _____

To:

The Registrar [Admn.]
High Court of Judicature at Bombay,
Bench at Aurangabad-400 009.

Sir,

Having examined the Tender Document including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, Offer to supply and deliver **Wireless Synchronized Digital Clocks** of _____ Make (Description of goods and Services) in conformity with the said Tender Document.

We undertake, if our Tender Offer is accepted, to complete delivery and installation of all the items and perform incidental and supervisory services as specified in the Contract within **30** days calculated from the date of receipt of your Notification of Award / Letter of Intent.

If our Tender Offer is accepted, we will obtain the Guarantee of Bank in a sum of 10% of the Contract Value for due performance of the Contract.

We agree to abide by this Tender Offer 90 days from the date of opening of Tender, which shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Tender Offer, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Offer you may receive.

Dated this _____ day of _____ 2023.

Signature: _____

(In the Capacity of :) _____

Duly authorized to sign the Tender Offer for and on behalf of

Annexure - VII

QUANTITY & PRICE SCHEDULE (Bid Form)

Tender Reference No. :
Last Date and Time for Receipts of Tender Offers : 5.00 p.m. on -----
Time and Date of Opening of Tender Offers : 2.30 p.m. on -----
Tender Offer Validity : 90 days

Please note that the Bidder should quote prices in the following format separately for each item. Prices may be quoted for Red/Green/White colour clocks separately, in case of price variation. Taxes should be specified and quoted separately.

Sr. No.	Item Description	Make & Model	Quantity (Nos)	Rate / Unit

Total (in words) :

Rates of Annual Maintenance Contract (After Warranty period)

Sr. No.	Item Description	Total Price (except taxes) in Rs. With 5 Years Warranty	AMC Rates after 5 Years' Warranty period		
			1 st Year	2 nd Year	3 rd Year

Signature of Tenderer
Business Address:- _____

Place :-
Date:-

Annexure - VIII
CONTRACT FORM

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

WHEREAS the Tenderer has Tendered to supply to the Purchaser, the Wireless Synchronized Digital Clocks specified at **Annexure - I** along with related accessories as per the delivery instructions and delivery schedule given in the acceptance of Tender i.e. Tender Offer Form at the respective rates mentioned in the column provided for the purpose and whereas such Tender has been accepted and the Tenderer has deposited with the Purchaser a sum of Rs. _____ (Rupees _____ only) as a security (Performance Guarantee) for the fulfillment of this Agreement. NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The Tenderer has accepted the Contract on the terms and conditions set out in the Tender Notice No. _____ dated ___ as well in the letter of Acceptance of Tender Offer and Purchase Order No. _____ dated __, which will hold good during the period of this Agreement.
2. The Purchaser has placed Purchase Order No. _____ dated _____ with M/s _____ (Tenderer) for supply and installation of _____ (quantity and description of material) along with related accessories, at the total cost of Rs. _____ (Rupees _____).
3. Upon breach by the Tenderer of any of the conditions of the Agreement, the Purchaser may issue a notice in writing, determine and put an end to this Agreement without prejudice to the right of the Purchaser to claim damages for antecedent breaches thereof on the part of the Tenderer and also to reasonable compensation for the loss occasioned by the failure of the Tenderer to fulfill the Agreement, as certified in writing by the Purchaser which certificate shall be conclusive evidence of the amount of such compensation payable by the Tenderer to the Purchaser.
4. Upon the determination of this Agreement, whether by efflux of time or otherwise, the said deposit shall after the expiration of Contract period from the date of such determination be returned to the Tenderer but without interest and after deducting therefrom any sum due by the Tenderer to the Purchaser under the terms and conditions of this Agreement.
5. This Agreement shall remain in force until all obligations under this Contract are fulfilled, but notwithstanding anything contained herein or in the Tender Document and Acceptance Forms, the Purchaser shall not be bound to take the whole or any part of the estimated quantity herein or therein

mentioned and may cancel the Contract at any time upon giving one months' Notice in writing without compensating the Tenderer.

6. In Witness whereof the said M/s. _____(Tenderer) hath set his hand hereto and Purchaser has on behalf of the High Court of Bombay, Bench at Aurangabad affixed his hand and seal thereto the day and year first above written.

7. Notices in connection with the Contract may be given by the Purchaser(The Registrar (Admn.), High Court Bombay, Bench at Aurangabad or any authorized Gazetted Officer of the High Court of Bombay, Bench at Aurangabad).

8. In consideration of the payments to be made by the Purchaser to the Tenderer as hereinafter mentioned, the Tenderer hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects there in conformity in all respects with the provisions of the Contract.

9. The Purchaser hereby covenants to pay the Tenderer in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed bythe Contract.

10. If subject to circumstances beyond control (Force Majeure), the Tenderer fails to deliver the stores in accordance with the conditions mentioned in the A/L, the Purchaser, shall at his option be entitled either:

(a) To recover from the Tenderer as agreed liquidated damages or by way of penalty a sum not exceeding 1/2 % of the price of the stores, which the Tendererhas failed to deliver as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears,

OR

(b) To purchase elsewhere, after giving due notice to the Tenderer on the account and at the risk of the Tenderer, the stores not delivered, which are readily procurable (whether exactly complying with the particulars or not) in the opinion of the Purchaser.

OR

(c) To cancel the Contract.

11. In the event of action to be taken under 10 (a), (b) or (c), the Tenderer shall be liable for any losses which the Purchaser may sustain on that account. The recovery on account of agreed liquidated damages or by way of penalty under (a) above will be made by deducting the amount in the Bills and the recovery of anyloss, which the Purchaser may sustain under (b) & (c) should be made good by a credit note within the stipulated period for the purpose.

Aurangabad.

Tenderer

Witness: 1)
2)

Purchaser
On behalf of the High Court Bombay
Bench at Aurangabad.

Annexure- IX

PERFORMANCE SECURITY FORM

To:
The Registrar [Admn.]
High Court of Judicature at Bombay,
Bench at Aurangabad.

WHEREAS _____(Name of Tenderer) has undertaken the Contract, as per Tender No. _____ dated, _____ to supply _____ (Description of goods and Services) hereinafter called "the Contract".

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

AND WHEREAS we have agreed to give the Tenderer a guarantee:-

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

This guarantee is valid until the _____ day of _____ 20__.

Signature and Seal
of Guarantors _____

Date :- _____
Address: _____