

IN THE HIGH COURT OF DELHI AT NEW DELHI

No. 124 /JR-CPC/DHC/2022
Dated: 22.12.22

Tender Notice for Supply and Installation of 48 Nos. of High Speed Scanners + 52 Nos. of Document Visualizers with Five (05) Years onsite warranty and support from OEM for Delhi District Courts and High Court of Delhi.

The tender complete in all respect should be submitted on or before the dates as mentioned below: -

Estimate Value of the Tender	: Rs. 1,35,62,800/-
Earnest Money Deposit (EMD)	: Rs. 6,78,140/-
Start date of Submission of Tender Bid	: 26.12.2022 (11:00 AM)
Last date of submission of Tender	: 16.01.2023 (5:00 PM)
Opening of the Technical Bid	: 17.01.2023 (4:05 PM)

The tender shall be addressed to "The Registrar General, High Court of Delhi, New Delhi" and shall be submitted at Administrative Officer (Judicial), CPC Secretariat, Room No. 507-B, Fifth Floor, Administrative Block, Delhi High Court, New Delhi-110003 (Ph: 011-23387403 & 011-43010101 Extn. 4738) after going through the terms and conditions contained in the tender document.


(Ashilash Malhotra)
Joint Registrar (Judl.)(C.P.C.)
for Registrar General,
Delhi High Court, New Delhi

IN THE HIGH COURT OF DELHI AT NEW DELHI

No. 124 /JR-CPC/DHC/2022
Dated: 22.12.22

From:

The Registrar General
Delhi High Court
New Delhi

To,

(On the official website of High Court of Delhi, Delhi District Courts and in any national newspaper)

Subject: - Tender Notice for Supply and Installation of 48 Nos. of High Speed Scanners + 52 Nos. of Document Visualizers with Five (05) Years onsite warranty and support from OEM for Delhi District Courts and the High Court of Delhi.

Sir/Madam,

This Court intends to purchase of **48 Nos. of High Speed Scanners + 52 Nos. of Document Visualizers with Five (05) Years onsite warranty and support from OEM for Delhi District Courts and the High Court of Delhi**, as per the minimum configuration and specifications prescribed by the Hon'ble e-Committee, Supreme Court of India on following terms and conditions: -

1. The two bid system i.e. Technical and Financial bid shall be followed for this tender. The concern fulfilling above technical & financial terms & conditions should only participate in the tendering process. The financial bid of only those bidders, who fulfill and qualify in the Technical bid, will be considered.
2. The details of technical specifications are stipulated in **Annexure - 'A-1' to 'A-2'**.
3. The format of Financial Bid is specified in **Annexure- 'B'**.
4. The bidder shall be OEM or authorized vendor of OEM which shall be an Indian Company/firm/concern engaged in supplying and installation of I.T equipment with Five years onsite OEM warranty and support.
5. The proof of Registration/incorporation of the bidder company/concern with legal status such as company, partnership firm/proprietorship/other concern etc. are to be annexed with the bid.
6. The Concern that has been blacklisted by any of the Govt. Department/Ministry/PSU's/Autonomous department in last five years should not

apply and participate in tender. An Undertaking to the effect that the tendering concern has not been blacklisted by any Government Department shall be submitted as per **Annexure- 'C'**. If, it is found that a tendering concern has suppressed this material information then bid will be rejected and its EMD is liable to be forfeited.

7. Proof of valid registration with GST/tax authorities, GST/TIN No. and PAN No. should also be mentioned and the self-attested copies in respect thereof are required to be enclosed with the bid.
8. Bank Draft/Pay order towards the Earnest Money Deposit (EMD) of **Rs. 6,78,140/- (Rs. Six Lakh Seventy Eight Thousand One Hundred Fourty Only)** favouring **The Registrar General, Delhi High Court, New Delhi** drawn on any Nationalized Bank payable at Delhi/New Delhi and exemption letter if any to be submitted at Administrative Officer (Judicial), CPC Secretariat, Room No.507-B, Fifth Floor, Administrative Block, Delhi High Court, New Delhi-110003 (**Ph. 011-23387403 & 011-43010101 Extn. 4738**) **up to 5.00 p.m. on or before last date of submission of bid i.e. 16.01.2023** Such EMD be put in Envelope of the Technical bid. No interest shall accrue on this amount. EMD by way of cash or cheque shall not be accepted.
9. Quotations received without earnest money deposit shall be liable to be summarily rejected without assigning any reason thereof and no Bidders shall have any right to represent against it, even if, their quotations happen to be lowest.
10. After completion of tender formalities with the successful bidder, the EMD of the bidders(s) whose offer is not accepted by the department will be returned on written request. However, if the return of EMD is delayed for any reason the department shall not be liable to pay any kind of interest/penalty to the bidder.
11. The EMD of the successful bidder(s) will be returned on receipt of Performance Guarantee.
12. EMD of a Bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect during the tender process.
13. The bidders/Suppliers registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or the concerned Ministry or Department, Govt. approved sources are exempted from depositing the EMD as per extant laws and shall submit necessary document/certificate in this regard.
14. In case the bidder is not OEM itself, the bidder shall submit original authority letter from OEM in their favour authorizing them for supply and installation of 48 Nos. of High Speed Scanners + 52 Nos. of Document Visualizers with Five (05) Years onsite warranty and support from OEM at various Delhi District Courts & the High Court of Delhi along with bid. Failing aforesaid, the bidder will stand disqualified.

15. The tender must be unconditional. If the bidder imposes any condition or makes conditional offer, then the department will be at liberty to reject tender without assigning any reason thereof.

16. Bidder/Suppliers will not be relieved from any liability related to warranty/guarantee or any obligation under the contract.

17. Submission of Bids: -

- a. The technical bid shall be submitted as per **Annexure- 'A-1' to 'A-2'** and financial bid shall be submitted as per **Annexure- 'B'** in separate sealed envelopes. The Demand Draft/Pay order of Earnest Money Deposit and other necessary documents along with Declaration regarding acceptance of Terms and Conditions contained in the tender documents as per **Annexure-D** shall be enclosed in the envelope of Technical Bid.
- b. The bid documents shall be submitted in the tender box located at the office of **Administrative Officer (Judicial), CPC Secretariat at Room No.507-B, Fifth Floor, Administrative Block, Delhi High Court, New Delhi-110003** on or before **16.01.2023 till 5.00 PM.**
- c. The quotations shall be addressed in the name of the **"The Registrar General, High Court of Delhi, New Delhi"** and the subject of the tender i.e. "48 Nos. of High Speed Scanners + 52 Nos. of Document Visualizers with Five (05) Years onsite warranty and support from OEM for Delhi District Courts and the High Court of Delhi" and the due date shall be superscribed on the sealed envelope. The quotations received without the subject & due date mentioned above, and without EMD and necessary documents shall be summarily rejected.
- d. All essential documents as stated in **Annexure-'A-1' to 'A-2'**, in support of bid shall be filed along with the tender documents in the envelope containing technical bid. The bids not accompanied with necessary documents may be summarily rejected.
- e. The tenders received after the due date and time shall not be considered/entertained by this department.
- f. The department may in its sole discretion extend the last date of submission of the bids and such extension shall be binding on all the bidders. The addendum/Corrigendum/notice etc, if any, in this regard will be published on website of Delhi District Court, the High Court of Delhi and leading Hindi and English newspapers and Indian Trade Journal.

18. Financial bid:

- a. The financial bid of only those bidders will be considered, who fulfill and qualify the criterion in the Technical bid.
- b. The Financial bid should contain the rate against each item as stipulated in the **Annexure-'B'**. The rates quoted will be inclusive of all product cost, hardware,

accessories, installation, transportation and delivery, warranty charges, taxes and other charges whatsoever including GST/VAT/sales tax, duties, levies, service tax, transportation etc.

- c. The product and the hardware provided with product shall have Five years onsite OEM warranty and support.
- d. The rates for the product under purchase shall be inclusive of all taxes and charges. If taxes are not mentioned, it will be presumed that the rates mentioned are inclusive of all taxes and accordingly tender will be finalized.
- e. To avoid any ambiguity the financial quotes shall be clearly mentioned in words and figures.
- f. Rates shall be quoted in Indian Currency.
- g. Lowest quoting Bidder will be selected. The department reserves its right to select the lowest quotation for each item separately or on the basis of aggregate quoted price for all the items. In case it is found that any bidder has failed to quote for all items, the department reserves its right to reject such bid and the bid of next quoting bidder may be considered as so on.
- h. The request by successful Bidder for rate variation due to fluctuation in the foreign exchange rate (USD) or escalation or other factors shall not be considered. No request for increase in quoted rate shall be accepted under any circumstances.
- i. The Bidders may quote their unconditional **rates per item/unit** strictly. The quoted price shall remain valid for a period of **at least six months from the date of submission** of the bid. A bid for a shorter period of validity shall stand rejected.
- j. In case two or more bidders have offered the same rate, the department reserves the right to classify all such bidders as lowest and place the purchase order suitably between them.
- k. After entering into contract, no supplier shall be permitted to increase their rates under any circumstance during the term of contract. The vendor, who declines to supply at contracted price, may be barred from entering into any contract in future and may be blacklisted.
- l. The payment shall be released to the vendor only after submission of the successful installation and the operationalization report from the Delhi District Courts and Delhi State Legal Services Authority.
- m. Payment against bill/invoice shall be released only after execution of the supply order and the quality of the items are found to the satisfaction of department.
- n. No advance payment will be made in any case.

- o. Department reserves the right to grant this tender in whole or in part. Decision of Department shall be final in this regard.

19. Any bidder who fails to fulfill any of the above terms and conditions will be automatically disqualified for the purpose of this tender. Applications not found in order are liable to be rejected. It may be noted that no representation will be entertained in this regard.

20. Opening of Technical Bid & Financial Bid:

- a. Technical bid of only those bidders, whose bids are found eligible, will be evaluated.
- b. It shall be noted that required documents submitted along with the technical bid will be perused/examined and in case any deficiency, the technical bid will be rejected and financial bid will not be opened.
- c. After scrutiny of technical bids, the office shall shortlist the eligible bidders and inform them of the date and time of opening of the Financial Bids
- d. The representatives of the bidders willing to attend Financial Bid opening process will have to inform in writing and submit a letter of authorization to this effect.
- e. In case the date of opening of tender is declared a holiday or tender could not be opened for unexpected reason, the tender shall be opened same time on the next working days;

21. This tender is non-transferable. Incomplete and conditional bids will be summarily rejected.

22. Purchase Rights:

- a. The department reserves the right to accept/reject any or all the Bids in whole or in part and annul the bidding process without assigning any reason whatsoever.
- b. The department reserves the right to award the supply order in parts to more than one bidder.
- c. The department reserves the right to relax/withdraw any of the terms and conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.
- d. The department reserves the right to black list a bidder for a suitable period in case the concern fails to honor its bid without sufficient grounds.

- e. If a concern after award to the contract violates any of the terms and conditions, it shall be blacklisted and its EMD/performance Guarantee shall be forfeited.
- f. It shall in no way be binding on the department to purchase the exact number of quantities as indicated in the tender document. The actual quantities that may be purchased by the department may vary in each case.

23. Delivery & penalty for delayed in Supply:

- a. The vendor shall be responsible for delivery of the goods in good condition in the Store Room of various **Delhi District Court complexes and at High Court of Delhi or as decided by the Department** at his own risk and cost within the period stipulated by the department.
- b. The delivery at site(s) as may be informed by the District Courts/High Court of delhi/department must be completed within 30 (Thirty) days from the date of issue of supply order from the department. Failing aforesaid, a penalty which may extend to five percent (5%) of indent cost may be imposed and recovered from EMD/Performance Guarantee or payment due to the supplier or recovered as per law, if the delay is attributable to the supplier.
- c. The supply of products shall be made on FOD Basis (Free on Delivery) to respective Delhi District Courts complexes and High Court of Delhi at Delhi as per the directions of the department.
- d. All hardware provided with product shall have Five years onsite warranty with support from OEM, failing which penalty equivalent to purchase cost of such hardware on that date shall be imposed & recovered.
- e. If the successful bidder fails to provide the warranty and support during the period of Five years from the installation of product then the office will be at liberty to impose penalty and to deduct the same from the EMD/performance guarantee or recover as per law in full and part thereof.
- f. The material shall be in original packing from the manufacturer clearly indicating Product Serial Number, Manufacturing date, expiry date & maximum retail price (MRP) inclusive of all taxes etc.

24. Performance Security Deposit (PSD):

- a. The Performance Security Deposit (PSD) @ 3% of estimated value of the contract will have to be deposited within fifteen (15) working days of the acceptance date of the notice of award of the tender.
- b. The Performance Security Deposit shall be deposited in the form of BANK GUARANTEE payable in favor of "**The Registrar General, High Court of Delhi**".
- c. The PSD should remain valid for a period of 60 days beyond the date of completion of all contractual obligations by the supplier including warranty

obligation, if any. EMD will be refunded to the successful bidder on receipt of performance security.

- d. PSD will be released/discharged/returned by the office after completion of the Contract upon being satisfied that there has been due performance of the obligation of the vendor under the contract. It can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily.
- e. No interest shall accrue/bank charges/interest shall be payable by the department towards the Performance Guarantee Deposit/Earnest Money Deposit.
- f. The department shall also be entitled to make recoveries from any other amount due to vendor i.e. any payment made to supplier due to inadvertence, error, collusion, misconstruction or misstatement.

25. Force Majeure:

- a. The department may consider relaxing the penalty and delivery requirements, as specified in this tender document, if and to the extent the delay in performance or failure to perform its obligations under the contract are the result of a Force Majeure.
- b. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as natural disasters, act of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidders premise etc.

26. Settlement of Disputes and Arbitration:

- a. In case of any disputes between the parties the matter shall be tried to be amicably settled by the mediator to be appointed by the department.
- b. In case the parties fail to arrive at any settlement the dispute shall be resolved by the Sole Arbitrator appointed by the Delhi International Arbitration Centre at the High Court of Delhi as per Arbitration and Conciliation Act, 1996 as amended from time to time and the extant rules of the arbitration center.
- c. The Courts at Delhi shall only have the exclusive jurisdiction.

27. General terms and conditions:

- a. At the time prior to the deadline for submission of bids the department may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the tender conditions.
- b. The department at its discretion may extend the deadline for the submission of bids if the tender conditions undergo changes during the bidding period, in order

to give prospective bidders time to take into the consideration the amendments while preparing their bids.

- c. The department reserves the right to amend or withdraw any of the terms and conditions contained in the tender document or to reject any or all the tenders in whole or in part without giving any notice or assigning any reason.
- d. Addendum/Corrigendum/notice etc. if any will be uploaded onto website of Delhi District Court and High Court of Delhi.
- e. The bidder(s) who do not have Company/Firm/Business Concern registration, GST/PAN/Sale/Tax No. /VAT No./ Service Tax no. need not apply.
- f. This department reserves the right to relax/waive or alter any of the General Terms & Conditions, if it finds sufficient reasons to accept a tender with regard to the price, quality, standard of the tender in the market and other relevant conditions.
- g. The office will not be responsible for any delay on the part of the Vendor in obtaining the terms and conditions of the Tender Notice or submission of the Tender bids.
- h. The bids shall be submitted as per the prescribed procedure only. The bids submitted by telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- i. Conditional Tenders shall not be accepted on any ground and shall be rejected straightway.
- j. The authorised vendor/OEM shall provide a dedicated telephone, mobile, email etc., so as to enable this department to contact/make complaints in emergency cases.
- k. The Contract may be extended as per mutual consent/agreement for further period as per the discretion of department.
- l. Under no circumstances, shall the bidder(s) shall appoint any sub-tendering concern/company or sub-lease the contract. If it is found that the tendering concern/company has violated these conditions, the contract will be terminated forthwith without any notice and performance security is liable to be forfeited.
- m. If a tendering concern/company after the award of contract violate any of these terms and conditions, shall be blacklisted and its EMD/performance security shall be liable to be forfeited.
- n. Department reserves the right to accept/reject any or all the tenders without assigning any reasons. No enquiry after submission of the quotation will be entertained.

ASSISTANCE TO BIDDERS

Any queries relating to the tender document and the terms and condition contained herein shall be addressed to **The Administrative Officer (Judicial), CPC Secretariat, Room No.507-B, Fifth Floor, Administrative Block, Delhi High Court, New Delhi, Phone 011-23387403 & 011-43010101 Extn. 4738, email at: aoj-cpc@dhc.nic.in**

(Abhilash Malhotra)
Joint Registrar (Judl.)(CPC)
for Registrar General,
Delhi High Court, New Delhi

No 22996-23003 /JR-CPC/DHC/2022

Dated: 22.12.22

CC to:-

1. The Registrar General, Delhi High Court, New Delhi.
2. Ld. District & Sessions Judge, (Headquarter), Tis Hazari Court, Delhi-54.
3. The Registrar (IT), Delhi High Court, New Delhi.
4. The Chairman, (IT & Digitization) Delhi District Courts with the request to upload the tender on the website of Delhi District Courts.
5. The Director (IT), Delhi High Court, New Delhi, with the request to upload the tender on the website of this court.
6. The Nav Bharat Times, Delhi
7. The Hindustan Times, Delhi
8. Indian Trade Journal, Kolkata

(Abhilash Malhotra)
Joint Registrar (Judl.)(CPC)
for Registrar General,
Delhi High Court, New Delhi

ANNEXURE –‘A-1’

IN THE HIGH COURT OF DELHI AT NEW DELHI

To

The Registrar General,
High Court of Delhi, Sher Shah Road,
Delhi.

TECHNICAL BID

High Speed SCANNER – 100 PPM/200 IPM		'Yes' or 'No' only	Remarks (In case of Better Configuration)
Make & Model Number	Exact details to be provided by the bidder with its official brochure		
Scan Speed	100 PPM / 200 IPM or higher (A4 Landscape)		
Scan Size	Flat Bed – A3		
	ADF mode- A3		
Scan Type	Color & B/W and Auto Duplex Scanning		
Resolution	600x600 dpi (optical)		
ADF Capacity	Minimum 150 pages		
Color Depth	24		
Standard Sheet Capacity	300		
Duty Cycle	30,000 pages		
Interface	USB 2.0		
Min. Scanning Speed	100 PPM / 200 IPM @ 200 dpi Black & White / Color (A4 Landscape)		
Scanning Software	OCR		
Scan File Formats	PDF, JPEG, TIFF, MTIFF, XPS, PDF/A, TEXT (OCR)		
OS Compatibility	Windows, LINUX, MAC		
Drivers & Accessories	Required Driver in Pen Drive, Power & USB Cable		
Environmental Compliance	Engery Star, RoHS		
Warranty	5 Years Comprehensive warranty including all parts with onsite support		
NOTE: ALL THE ABOVE SPECIFICATIONS SHOULD BE READ AS EQUIVALENT OR BETTER THAN.			

Signature: _____
Name _____
Designation _____
Company/Concern's name & address _____
Mobile: _____
Email: _____
Place _____

(Stamp of Concern/Company)

(ANNEXURE –‘A-2’)

SCANNER - Snap / Overhead Scanner / Document Visualizer		'Yes' or 'No' only	Remarks (In case of Better Configuration)
Make & Model Number	Exact details to be provided by the bidder with its official brochure		
Scan Speed	Maximum 3 sec to scan a A3 document at 300dpi		
Scan Size	Up to A3 size documents, books etc. should automatically detect document size.		
Scan Type	Colour & B/W overhead scanning with page turning detection, Timed interval scanning.		
Resolution	600x600 dpi (optical)		
Document Thickness	Up to 30mm		
Duty Cycle	5,000 per day		
Interface	USB 2.0		
Scanning Software	OCR		
Drivers & Accessories	Required Driver in Pen Drive, Power & USB Cables		
Environmental Compliance	Energy Star, RoHS		
Warranty	5 Years Comprehensive warranty including all parts with onsite support		
NOTE: ALL THE ABOVE SPECIFICATIONS SHOULD BE READ AS EQUIVALENT OR BETTER THAN.			

Signature: _____
Name _____
Designation _____
Company/Concern's name & address _____

Mobile: _____
Email: _____
Place _____

(Stamp of Concern/Company)

ANNEXURE –‘B’

IN THE HIGH COURT OF DELHI AT NEW DELHI

To

The Registrar General,
High Court Of Delhi,
Sher Shah Road,
Delhi.

FINANCIAL BID

A. Price Quote for Forty Eight (48) Nos. of High Speed Scanners & installation software with five years onsite warranty and support from OEM

Particulars	Price (in Words and Figures)
Price of One (01) High Speed Scanner & installation software with five-year OEM warranty and onsite support.	
Tax on One (01) High Speed Scanner & installation software	
Total Price of one (01) High Speed Scanner & installation software inclusive of all taxes and charges	
Total Price of Forty Eight (48) High Speed Scanners & installation software with five year onsite warranty and support from OEM inclusive of all taxes and charges.	

B. Price Quote for Fifty Two (52) SCANNER - Snap/Overhead Scanner/Document Visualizer & installation software with five years onsite warranty and support from OEM

Particulars	Price (in Words and Figures)
Price of One (01) SCANNER-Snap/ Overhead Scanner / Document Visualizer & installation software with five years onsite warranty and support from OEM.	
Tax on One (01) SCANNER-Snap/Overhead Scanner/Document Visualizer & installation software with five years onsite warranty and support from OEM.	
Total Price of one (01) SCANNER-Snap/Overhead Scanner/Document Visualizer & installation software with five years onsite warranty and support from OEM inclusive of all taxes and charges.	
Total Price of Fifty Two (52) SCANNER-Snap/Overhead Scanner/Document Visualizer & installation software with five years onsite warranty and support from OEM.	

The bid price is valid for a period of six months from the date of submission of the bid.

The rates quoted shall be inclusive of product cost, hardware, accessories, installation, transportation and delivery, warranty charges, taxes and other charges whatsoever including GST/VAT/sales tax, duties, levies, service tax, transportation etc.

I/we certify that the information furnished above is true and correct. The terms and conditions are acceptable to us.

Signature: _____

Name _____

Designation _____

Company/Concern's name & address

Mobile: _____

Email: _____

Place _____

(Stamp of Concern/Company)

ANNEXURE –‘C’

IN THE HIGH COURT OF DELHI AT NEW DELHI

To

The Registrar General,
High Court Of Delhi,
Sher Shah Road,
Delhi.

Declaration regarding clean track record of the Company/Concern.

Sir/Madam,

I hereby declare that **Company/Concern name** has not been debarred/black listed by any Govt. Department/Ministry/PSU's/Autonomous department in last five years in India or abroad. I further certify that the competent authority in my company firm/concern has authorized me to make this declaration.

Yours sincerely,

Signature: _____

Name _____

Designation _____

Company/Concern's name & address

Mobile: _____

Email: _____

Place _____

(Stamp of Concern/Company)

ANNEXURE –‘D’

IN THE HIGH COURT OF DELHI AT NEW DELHI

DECLARATION REGARDING ACCEPTANCE OF
TERMS AND CONDITIONS CONTAINED IN THE TENDER DOCUMENTS

To

The Registrar General,
High Court of Delhi,
Sher Shah Road,
Delhi.

Respected Sir,

I have carefully gone through the Terms and Conditions contained in the Document (No. _____ dated _____) regarding Supply and installation of 48 Nos. of High Speed Scanners + 52 Nos. of Document Visualizers with Five (05) Years onsite warranty and support from OEM for Delhi District Courts and the High Court of Delhi.

Terms and Conditions of the Tender Document are acceptable to the Concern/Company and the Concern/Company will be bound to abide by the tender terms & conditions.

I, further certify that I am an authorized signatory of my Company/Concern and therefore, competent to make this declaration.

Yours Truly,

Witnesses:

Signature: _____
Name _____
Designation _____
Company/Concern's name & address _____
Mobile: _____
Email: _____
Place _____

(Stamp of Concern/Company)