

**HIGH COURT OF JAMMU AND KASHMIR**  
(OFFICE OF THE CENTRAL PROJECT COORDINATER e-COURTS)

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**NOTICE INVITING TENDER**

No: TENDER-JKHC/2/2018

Dated: 10-12-2018

High Court is to procure approximately 450 Digital Signature Certificates for digitally signing the orders and judgments of the High Court and the District and Subordinate Courts of the State of Jammu and Kashmir. For the same, bids are invited from the reputed companies. Bid may be submitted in an envelope superscribed as "Bid for Digital Signature Certificates" up to 21-12-2018 4 PM in the office of the undersigned at Jammu. Bids will be opened in presence of the bidders/representatives on the same day after expiry of period of bid submission.

**GENERAL TERMS AND CONDITIONS**

- (1) Time for completion of supply and installation is 15 days from the date of issuance of Purchase order.
- (2) Bids must be accompanied with EMD of Rs 10,000/- (Rupees Ten Thousand Only) and non-refundable tender fee of Rs 500/- (Rupees five hundred only) in the name of Registrar General High Court of Jammu and Kashmir Srinagar. However vendors registered with NSIC and MSME are exempted from payment of EMD and Tender Fee.
- (3) Rates must be quoted per item/certificate. Rates must be inclusive of taxes.
- (4) Bidders must attach with the bid the brochure of the products offered by them containing entire description.
- (5) Bidders shall also submit along with the bid a copy of the tender document duly signed and sealed by the bidder as an acknowledgement to the acceptance of the terms and conditions of the tender.
- (6) Validity of rates quoted should not be less than six months.
- (7) Certificates must be Class-2 Certificates with atleast two years validity.
- (8) The certificates must be compatible with the Ubuntu-Linux 16.04 OS as well

as with the Windows OS.

(9) The prices quoted by the Vendor shall be in Indian rupees, inclusive of all taxes and not be subject to any price escalation.

**Eligibility Criteria:**

Bidder must have:

1. Registration Certificate for Sole Proprietorship Firms.
2. Registered number of GST where his business is located and Income Tax/Pan/TIN and must submit copies of relevant certificates with the technical bid.
3. Letter of authorisation from the Service Provider. If the Service Provider is the bidder itself, then letter of incorporation of the Service Provider.
4. A Bidder who is blacklisted from any other Govt. institution is not eligible to participate in this tender. Similarly, at the time of bidding, the firms blacklisted/debarred in participating in any activities for fraudulent or corrupt practices by any State or Central Govt. or UT in India are not allowed to bid. For not being so debarred, the bidder must enclose a self-certified letter as proof.

**Opening of Bids and Bid evaluation :-**

1. Bids will be opened as per Schedule mentioned in the Tender Document in presence of the representatives of the bidders if present.
2. The decision of the Evaluation Committee in the evaluation of the Qualification criteria and Commercial Bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.

**Note:** High Court of Jammu and Kashmir may waive any minor informality or non-conformity or irregularity in a Bid.

3. High Court of Jammu and Kashmir 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.

**Payment Terms: -**

Payment will be made on successful installation and testing of the ordered DSCs at the desired locations. Certificate of successful installation shall be provided by Registrar Judicial Srinagar/ Jammu or the officer/official nominated by them in the High Court. In District and Subordinate Courts, successful installation and testing will be provided by the Presiding Officer of the concerned Court under his/her hand and seal.

**Bid Security (EMD – Earnest Money Deposit)**

1. EMD Rs. 10,000/- (Rupees Ten Thousand only). Payment can be made through FD/DD/CDR/Bank Guarantee valid for three months in each case favouring Registrar General High Court of Jammu and Kashmir payable at Jammu.

2. A non-refundable tender fee of Rs 500/- (Rupees five hundred only) in the form of DD favouring Registrar General, High Court of J&K and payable at Srinagar must also accompany the bid.

3. Successful bidder will have to submit Performance Security Deposit of 5% of actual value of contract through bank guarantee in favour of Registrar General, High Court of J&K valid for the period of validity of the DSC.

4. The Earnest Money Deposit will be returned to the unsuccessful bidder within

seven days of opening of financial bids and to the successful bidder within fifteen days of award of contract.

**Performance Bank Guarantee:-**

1 The successful Bidder shall at his own expense submit 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-I**) of an amount equivalent to 5% of Contract value in Indian Rupees.

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

3 Performance Bank Guarantee shall remain valid for the period of validity of the DSC.

**Contract / Agreement:-**

1. 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.

**Legal Jurisdiction:-** All Legal disputes are subject to the jurisdiction of Jammu and Kashmir only, preceded by Arbitration.

Date :

Place : Jammu

Malik Shabir Ahmad  
Central Project Co-Ordinator  
(e-Courts)  
High Court of Jammu and Kashmir

No: TENDER-JKHC/2/2018

Dated:

**Annexure-I**

**PROFORMA OF PERFORMANCE BANK GUARANTEE {to be submitted by the bidder's bank}**

(To be submitted on Non-Judicial stamp paper in accordance with Stamp Act and to be issued by a Nationalised/ Scheduled bank having its branch at Srinagar/Jammu) (Payable at par at Srinagar/Jammu)

To,

Registrar General,  
J & K High Court,  
Srinagar.

(Guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only))

1. In consideration of the J & K High Court, Jammu (hereinafter called "JKHC") having agreed to exempt M/s.....(hereinafter called "the said Contractor(s)" from the demand under the terms and conditions of an Agreement No..... dated..... made between the High Court of Jammu and Kashmir through Registrar General and .....(Contractor) hereinafter called "the said agreement" for the work ..... from security deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said agreement on production of a Bank Guarantee for Rs .....(Rupees.....only) on demand.

2. We .....(Indicate name of the Bank), do hereby undertake to pay Rs.....(Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the JKHC. Any such demand made on the Bank by the JKHC shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the JKHC and we.....(indicate name of the Bank), bound ourselves with all the directions given by JKHC regarding this bank guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....)

3. We (indicate name of the bank), undertake to pay to the JKHC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding before any court or Tribunal or Arbitrator etc relating thereto, our liability under these presents being absolute, unequivocal and unconditional.

4. We (indicate name of the bank) further agree that the performance guarantee herein contained shall remain in full force and effective upto <Date> and that it shall

continue to be enforceable for above specified period till all the dues of JKHC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the JKHC certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We (indicate name of the bank) further agree with the JKHC that the JKHC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercised by the JKHC against the said contractor(s) and to forebear or enforce any of the RFP conditions for selection of the vendor for supply of NAS and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part the JKHC or any indulgence by the JKHC to the said contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us .....(indicate the name of Bank) under this guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)

7. We .....(indicate the name of Bank) lastly undertake not to revoke this guarantee except with the prior consent of the JKHC in writing.

8. This performance guarantee shall remain in valid and in full effect until it is decided to be discharged by the JKHC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....(Rupees.....only).

9. It shall not be necessary for the JKHC to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the JKHC may have obtained or obtain from the contractor.

10. We ..... (indicate the name of Bank) verify that we have a branch at Jammu. We undertake that this Bank Guarantee shall be payable at any of its branch at Jammu. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the

undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Date ..... (Signature) .....

Place ..... (Printed Name) .....

(Designation) .....

(Bank's common seal) .....

In presence of:

WTTNESS (with full name, designation, address & official seal, if any)

(1) .....

(2) .....

**Bank Details**

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number: