

# HIGH COURT OF JAMMU AND KASHMIR

(OFFICE OF THE CENTRAL PROJECT COORDINATOR e-COURTS)

\*\*\*\*\*

## TENDER NOTICE

**No:- TENDER-JKHC/4/2019**

**Dated:- 25-11-2019**

High Court is to procure approximately 250 units of Dragon Naturally Speaking Software (Indian-English Edition DNS Legal 15.0 ESD; You Talk and It Types) along with 250 numbers of latest Windows OS licenses and an equal number of headset with microphone for use by the Judicial Officers of the UT of J&K and Hon'ble Judges of the High Court of J&K. For the same, technical and financial bids are invited from the reputed dealers in separate envelopes super-scribed as Technical Bid and Financial Bid respectively. Both the envelopes must be submitted in an envelope super-scribed as "Bid for Dragon Naturally Speaking Software " up to 11-12-2019 4 PM and addressed to: Central Project Coordinator e-Courts, High Court of Jammu and Kashmir Janipur Jammu 180001. Technical bids will be opened on 12-12-2019 at 11:30 AM and only those financial bids which pass technical evaluation will be opened thereafter. Bids submitted after due date and time will be out rightly rejected. Complete specifications of the items are given under Annexure-I to this NIT.

### **GENERAL TERMS AND CONDITIONS**

- (1) The number of units may increase or decrease depending upon the actual requirement at the time of issuance of purchase order.
- (2) Time for completion of supply and installation is 15 days from the date of issuance of Purchase order.
- (3) Bids must be accompanied with EMD of Rs 1,00,000/- (Rupees One Lakh Only) in the form of DD/CDR/BG in the name of Registrar General High Court of Jammu and Kashmir Jammu and non-refundable tender fee of Rs 500/-

(Rupees five hundred only) in the form of DD in name of Registrar General High Court of Jammu and Kashmir Srinagar. However, vendors registered with NSIC or MSME are exempted from payment of EMD and Tender Fee.

- (4) Rates must be quoted per item. Rates must be inclusive of taxes. However, for determining the lowest bidder, the grand total will be considered. Proforma of price bid is given under Annexure-II.
- (5) Bidders must attach with the bid the brochure of the products offered by them containing entire description/data sheet.
- (6) 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.
- (7) Period of warranty for the headset microphones shall be five years which shall commence from the date of installation.
- (8) Validity of rates quoted should not be less than six months.
- (9) Successful bidder has to provide onsite service support for the period of warranty.
- (10) During warranty period, the vendor has to attend the complaints without fail within the shortest possible time and in no case shall exceed two days downtime.
- (11) The prices quoted by the Vendor shall be in Indian rupees, inclusive of all taxes and not be subject to any price escalation.
- (12) High Court of Jammu and Kashmir reserves the right to split orders and/ or accept or reject any quotation as also to alter any or all of the terms and conditions without assigning any reasons thereof.

**Eligibility Criteria:**

**Bidder must have:**

1. Service Tax 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 authorization from the OEM. If the OEM is the bidder itself, then letter of incorporation of OEM.
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. Technical bids will be opened first as per Schedule mentioned in the Tender Document. However, evaluation of technical bids will be carried out later on.
2. The bidders may be called for live demonstration of their products/solutions at Jammu as per the convenience of the High Court.
3. 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.

4. 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.

5. Financial bids of only those bidders as qualify the technical evaluation will be opened.

**Payment Terms: -**

1. Payment will be made on successful installation and testing of items at the desired locations to be decided by the High Court. Installation also includes providing of training to the concerned user in making use of the software. Certificate of successful installation and testing shall be provided by concerned Registrar Judicial of the High Court or by the officer/official nominated by them. In District and subordinate courts, successful installation and testing certificate will be provided by the Presiding officer of the concerned court under his name, seal and signature for this purpose.
2. The bidder will have to make the installed items operational as per the requirement of the High Court before obtaining the sign offs.
3. The payment would be made after deducting necessary taxes, penalties etc. if applicable.

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

1. EMD Rs. 1,00,000/- (Rupees One lakh only) in the form of 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 Jammu must also accompany the bid.
3. Successful bidder will have to submit Performance Security Deposit of 10 % of actual value of contract through bank guarantee in favour of Registrar

General, High Court of J&K valid for the period of contract including the period of warranty.

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 seven working days from the date of Notice of award of the Contract an unconditional and irrevocable Performance Bank Guarantee (Annexure-III) of an amount equivalent to 10% 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 warranty

**Delivery Schedule:-**

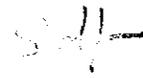
The vendor has to make delivery of all the items at the desired locations within 15 days of issuance of the purchase Order and installation within one week of the delivery.

**Legal Jurisdiction:-**

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

Dated:-25-11-2019

Place: Jammu



Malik Shabir Ahmad  
Central Project Coordinator(e-Courts)  
High Court of Jammu and Kashmir  
(e-Mail: [cpc-jk@aij.gov.in](mailto:cpc-jk@aij.gov.in))

**ANNEXURE-I**

**HIGH COURT OF JAMMU AND KASHMIR**

(OFFICE OF THE CENTRAL PROJECT COORDINATOR e-COURTS)

\*\*\*\*\*

**TENDER NOTICE**

**No:- TENDER-JKHC/4/2019**

**Dated:- 25-11-2019**

**SPECIFICATIONS**

<b>Name of the Item</b>	<b>Specifications</b>
Dragon Naturally Speaking software	Dragon Naturally Speaking Software (Indian-English Edition DNS Legal 15.0 ESD; You Talk and It Types)
Windows OS License	Windows 10 or the latest version of Windows compatible with Dragon Naturally Speaking Software (Indian-English Edition DNS Legal 15.0 ESD; You Talk and It Types)
Headset with microphone	USB based dictation microphone compatible with Dragon Naturally Speaking Software (Indian-English Edition DNS Legal 15.0 ESD; You Talk and It Types)

**ANNEXURE-II**

**HIGH COURT OF JAMMU AND KASHMIR**

(OFFICE OF THE CENTRAL PROJECT COORDINATOR e-COURTS)

\*\*\*\*\*

**TENDER NOTICE**

No:- TENDER-JKHC/4/2019

Dated:- 25-11-2019

**PRICE BID**

<b>Name of the Item</b>	<b>Quantity</b>	<b>Rate per unit (₹)</b>	<b>Total amount (₹)</b>
Dragin Speaking Naturally software 15.0	250		
Windows OS License	250		
Headset with microphone	250		
<b>Grand Total</b>			
<b>Grand total in words:</b>			

**ANNEXURE-III**

**HIGH COURT OF JAMMU AND KASHMIR**

(OFFICE OF THE CENTRAL PROJECT COORDINATOR e-COURTS)

\*\*\*\*\*

**TENDER NOTICE**

**No:- TENDER-JKHC/4/2019**

**Dated:- 25-11-2019**

**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,

Jammu.

(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 fro 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 Desktops 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 of 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: