

HIGH COURT OF UTTARAKHAND

REQUEST FOR PROPOSAL (RFP)

E-TENDER NOTICE FOR PROCUREMENT OF DIGITAL SIGNATURE CERTIFICATE USB TOKENS (CLASS III WITH SIGNING AND ENCRYPTION FEATURE)

Tender No. eCourt-III/UHC/DSC/2023



Office of the Registrar General

HIGH COURT OF UTTARAKHAND

e-mail: highcourt-ua@nic.in

HIGH COURT OF UTTARAKHAND AT NAINITAL
**E-TENDER NOTICE FOR PROCUREMENT OF DIGITAL SIGNATURE CERTIFICATE USB
TOKENS (CLASS III WITH SIGNING AND ENCRYPTION FEATURE)**

The High Court of Uttarakhand invites eBids in two cover system from the eligible bidders for supply of approximately 702 units of Digital Signature Certificate USB tokens (Class III with signing and encryption feature) with 3 years validity for the Judicial Officers and staff of District Courts of State of Uttarakhand.

The last date of submission of eBids shall be 16/01/2024 at 02:00 PM. The detail of tender document along with terms and conditions of e-tender can be downloaded from "<http://uktenders.gov.in>" and on the official website of High Court of Uttarakhand, Nainital i.e. "<http://www.highcourtofuttarakhand.gov.in>".

Sd/-
Registrar General
High Court of Uttarakhand, Nainital

IMPORTANT

Bidders kindly notice that the documents/certificates/declarations and lists etc. related to the tender should be clear and legible. All the relevant documents must be submitted in the following order as shown in the check list below and should be properly marked with core responding page number thereof. Non-compliance of the same will lead to disqualification and participation will be rejected out rightly and no correspondence will be entertained in this regard.

SN	PARTICULARS	PAGE NUMBER (From.....To.....)
1.	Tender Fee (Demand Draft) of Rs. 2360/- (Two Thousand Three Hundred Sixty Only) (Non-refundable) payable in the name of "Registrar General, High Court of Uttarakhand, Nainital" payable at Nainital. Original copy of DD should be submitted in separate envelope before last date/time of submission of tender.	
2.	EMD of Rs. 60,000/- (Sixty Thousand only) in the form of DD/BG/FDR. Original copy of EMD should be submitted in separate envelope before last date/time of submission of tender.	
3.	Document showing that the bidder/OEM is a Certification Agency (CA) appointed by the office of the Controller of Certifying Authorities (CCA), Government of India and have been granted license to issue Digital Signature Certificate under Section 24 of the Indian IT Act 2000. Note: The license of Certifying Authority (CA), must be valid till the required validity of Digital Signature Certificate.	
4.	Document of proof of Date of Establishment of firm	
5.	Documents showing office address with phone numbers, fax number, mobile number and name of the contact person.	
6.	Certificate of average turn over to the tune of at least Rs. 50 Lakh in last 3 consecutive years, duly certified by C.A. (Certificate from CA be attached. Please do not attach Balance Sheets)	
7.	PAN of the firm (Enclose Copy)	
8.	Registration with concerned Government Authorities (Incorporation of Company) (copy to be enclosed).	
9.	TAX Registration Number (Enclose Copy), i.e. GSTIN etc.	
10.	Documents related to 5 years' Experience as OEM/Company/Distributor for supply of Digital Signature Certificate. (Enclose Copy)	
11.	Bid specific valid Manufacturer Authorization of C.A. for this tender. (Copies to be enclosed)	
12.	Document regarding compliance of FNo. 6/18/2019-PPD,	

	Ministry of Finance, Department of Expenditure - Public Procurement Division with respect to restrictions on procurement from a bidder of a country which shares a land border with India.	
13.	ISO 27001:2013 certificate (or above). (Copies to be enclosed)	
14.	Documents related to the support/logistics for entire state of Uttarakhand (Enclose copy)	
15.	Document for being Non-Black listed in the past by any of the State Governments across the country or Government of India or High Courts or Hon'ble the Supreme Court of India. (Enclose copy)	
16.	Document showing the details of authorized person to sign and participate in the tender (Enclose copy)	
17.	Compliance sheet of technical specifications of offered product	
18.	Brochures of offered product, if any	
19.	Tender Document Duly Signed & Stamped.	

1: ELIGIBILITY CRITERIA

The Bids must be complete in all aspects and should cover entire scope of work as stipulated in the tender document. This invitation to tender is open to all the bidder(s), who qualify the eligibility criteria as given below:

SN	Eligibility Criteria
1.	<p>The bidder/OEM shall be a Certification Agency (CA) appointed by the office of the Controller of Certifying Authorities (CCA), Government of India and have been granted license to issue Digital Signature Certificate under Section 24 of the Indian IT Act 2000.</p> <p>Note: The license of Certifying Authority (CA), must be valid till the required validity of Digital Signature Certificate.</p>
2.	<p>The bidder(s) should be an OEM/Company/Distributor having experience of minimum 5 years in India for supply of Digital Signature Certificate and registered with the Competent Authority as per the norms set by the Government of India or State Government.</p>
3.	<p>Where the bidder is not the OEM, he shall be the authorized dealer/ distributor of products to be supplied and shall submit the bid specific Manufacturers Authorization of CA for this tender, along with the bid.</p>
4.	<p>The bidder must successfully completed similar work of Supply and installation of Digital Signature Certificate of minimum 10 Lakh (average) in last 3 years for any State Government Department, or Government of India Department, or High Court, or the Hon'ble the Supreme Court of India.</p>
5.	<p>The bidder(s) must have average turnover of at least Rs. lakh 50 in last three consecutive financial years.</p>
6.	<p>The bidder shall have Dedicated Toll free supporting number and proper valid Escalation Matrix</p>
7.	<p>The bidder(s) should have ISO 27001:2013 certification (or above).</p>
8.	<p>The bidder(s) should not be blacklisted in the past by any of the State Governments across the country or Government of India or High Courts or the Hon'ble the Supreme Court of India.</p>
9.	<p>The bidder should not from any country which shares land border with india or if so the bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. Bidder should have proper documentation for FNo. 6/18/2019-PPD, Ministry of Finance, Department of Expenditure - Public Procurement Division with respect to restrictions on procurement from a bidder of a country which shares a land border with India.</p>

2: IMPORTANT DATES & DETAILS:

SN	DETAILS	DATE/ TIME
1.	Date of release of tender	23/12/2023; 01:00 PM
2.	Document download start date	23/12/2023; 01:30 PM
3.	Bid submission start date	23/12/2023; 01:30 PM
4.	Bid submission end date	16/01/2024; 02:00 PM
5.	Date of Technical Bid Opening	16/01/2024; 03:00 PM
6.	Date of Financial Bid opening	To be specified later after opening of Technical Bids
7.	Venue of Opening of Bids	High Court of Uttarakhand, Nainital
8.	e-tender Fees (Non-refundable)	Rs. 2360/- (Two Thousand Three Hundred Sixty Only)
9.	Earnest Money Deposit (E.M.D.) (Refundable)	60,000/- (Sixty Thousand Only)

3: SCOPE OF WORK

The successful bidder/Vendor is expected to carry out all the activities covering supply of the goods/items/hardware i.e. Digital Signature Certificate (DSC) USB tokens (Class III with signing and encryption feature) with 3 years validity, as per specifications mentioned in the **Annexure 'C'**, including delivery, installation support, training and quality inspection etc. The actual quantity of goods/items may increase/decrease at the time of award of work order. The successful bidder/vendor shall also be bound to provide the DSCs at the same rate as quoted for this bid, in case of additional requirement of DSCs during the validity period.

3.1: Supply and Delivery of Goods/items

The successful bidder/Vendor shall ensure supply of all the required quantities of items (DSC) at the locations as mentioned in the '**Annexure-D**' having the Specifications as provided in '**Annexure-C**'.

The successful bidder/vendor will conduct 100% quality inspection and testing to ensure that each and every item complies with the specifications given in '**Annexure-C**' and ensure that there should not be any physical damage(s) and shall contain all the required goods/items accessories before declaring the all goods/items as "Ready for delivery".

3.2: Scope of Supply

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied, shall be as specified in the bidding document.
- b) The successful bidder/vendor shall be responsible for Supply and Installation of the items with proper tagging bearing name of person, default PIN, service center number etc, at the locations as mentioned in the '**Annexure-D**' and provide online support, Operation of Call/ Service Center for Grievance Redressal and support at the High Court and respective District/Taluka Court sites in Uttarakhand for smooth operations with required warranty and Operational support from the date of Supply of listed Hardware as per this e-tender.
- c) The successful bidder shall communicate with the representative of Court (i.e. Nodal officer) nominated for the said purpose at each location, and provide full support in installation of DSCs. The representative nominated for this purpose will render required support to the successful bidder and will provide all the required details of concerned officers of their respective location. The details of nodal officer will be provided to successful bidder at the time of award of work order.
- d) The bidder(s) shall not quote and supply any hardware/ software that is likely to be declared as End of Sale/ End of Life in coming 3 years and End of Service/ Support in coming 2 years from the date of tender submission. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support in the period mentioned above, then the successful bidder/vendor shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser, or the vendor shall undertake to

keep the good/item/hardware in full working condition till the end of 02 years as mentioned above.

4: DELIVERY SCHEDULE:

The successful Bidder/Vendor shall ensure that all the required quantities of the ordered goods/items are delivered to the desired locations i.e. as provided in **Annexure-D**.

4.1: Delivery Process

- a) All aspects of safe delivery of the goods/items shall be the exclusive responsibility of the Vendor(successful bidder).
- b) The Vendor must apply to the respective authority for issue of road permit/way-bill *etc.*, in time.
- c) Delay on account of getting relevant permits shall not make Vendors' eligible for waiver of penalties.
- d) Delivery of the Goods shall be made by the vendor in accordance with the terms of the Purchase Contract. The Vendor shall take responsibility of the Goods till they reach the delivery destinations as informed by the Court. Transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Vendor. The Vendor shall organize the Road Permits wherever required.
- e) The Vendor should provide full online/remote support in installation of goods/items at specified site without any additional charge.
- f) It shall be the responsibility of the Vendor to deliver the goods in time.
- g) The contract for the supply can be repudiated at any time by the High Court of Uttarakhand, if the supplies are not made to the satisfaction of Hon'ble Court after giving an opportunity to the successful bidder/Vendor of being heard and recording the reasons for repudiation.
- h) The Vendor/ successful bidder shall arrange to supply the ordered goods/items as per specifications within the specified delivery/completion period at various sites/locations mentioned in the bidding document and/or contract.
- i) If the goods/items supplied are not found up to the approved specifications, or, are not delivered within the stipulated time, the security deposit may also be forfeited at the discretion of Hon'ble the High Court.
- j) **Shifting the place of delivery destination:**
High Court of Uttarakhand shall be free to shift/change the place of delivery within the state of Uttarakhand. The successful/ bidder/Vendor shall provide all assistance including transportation in shifting of the delivered Goods/items.

4.2: Terms of Execution & Delivery Time Schedule:

- a) The successful Bidder/Vendor shall deliver the goods/items within 7 weeks from the date of the issuance of work order. In case of delay in delivery of goods/items, penalty shall be charged as mentioned in LD (Liquidated Damages) clause.
- b) Installation of the delivered DSCs will be the responsibility of the vendor. However, the vendor may get the DSCs installed through HCs/DCs technical persons by

providing online technical support. In case the technical persons are unable to install for any technical reasons, vendor should visit the place and resolve the installation issue within 5 days.

This is because the cost of DSC is expected to be very low. Visiting each place for installation may not be financially viable to the vendors.

- c) The Vendor should have adequate number of qualified/certified and experienced resources with requisite skills required to provide online support for getting the installation of DSCs.
- d) Depending upon the intervening circumstances, the High Court in its discretion may increase/decrease the time period given for delivery and installation of goods/items.

5: INSTALLATION PROCESS

- a) During the installation at site, if any item is found defective or broken, it shall be replaced with new one by the successful bidder/Vendor at its own cost and risk within 7 days from the date on which the Vendor has been informed of such damage.
- b) Consolidated Installation report based on the successful supply and installations of the item, duly signed by the competent authority of the concerned site/location shall be submitted to the High Court by the Nodal officer.

6: INSTRUCTIONS TO BIDDERS

6.1: Cost of Bidding

- a) The Bidder shall bear all the costs associated with the preparation and submission of the Tender. The High Court of Uttarakhand shall in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Bidder shall have to remit Non-refundable Tender Processing Fees of Rs. 2,360/- in a separate cover. Tender processing fees must be in the form of Demand Draft in the favor of "**Registrar General, High Court of Uttarakhand**" payable at Nainital along with the covering letter. The bidders are also requested to affix the stamp of their company on the overleaf of demand draft.

6.2: Bidding Documents

Bidder can download the tender document from <https://www.uktenders.gov.in/> and upload the same on <https://www.uktenders.gov.in/> on or before due date of the Tender. The bids have to be submitted online on "<http://uktenders.gov.in>". Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents, or tender not substantially responsive to the bidding documents in all respect, may result in the rejection of the Tender. Tenders (only in the format issued by this office) are to be filled in legible writing as per the conditions mentioned in the tender form, and the conditions thereof must be accepted and signed by the bidder, failing which the bid will be rejected.

6.3: Amendment of Bidding Documents

- a) The High Court of Uttarakhand may modify the bidding documents by way of amendment, and uploading it accordingly at any time prior to the deadline for submission of bids, for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidder(s).

- b) All prospective bidder(s) are requested to check the High Court's website and the e-tender website i.e. <https://www.uktenders.gov.in/> for any amendments/corrigendum/modification. Any amendments/corrigendum/modification shall be notified on e-tender website, which shall be binding on the bidders.
- c) In continuation of the amendments/corrigendum/modification of the bidding documents, High Court of Uttarakhand, at its discretion, may extend the deadline for the submission of bids.

7: SECTIONS COMPRISING THE BIDS

7.1: Tender Processing Fees

The original copy of Tender processing fee (non-refundable) is to be furnished to the office of High Court of Uttarakhand in a separate envelop on or before the date and hour of submission of the tender. In case of non-receipt of **Tender Processing Fees** as mentioned above, on or before last submission date/time of bid, the tender shall be rejected by High Court of Uttarakhand as non-responsive.

7.2: Two bid system

Two covers system/two envelopes system/two bid system shall be followed for the tender: The two covers shall be as below-

- **Technical bid** –Qualification, Technical Proposal, Fee Details, EMD (if and as applicable), essential supported certificates/ documents etc are to be submitted by the bidder(s). (**Annexure 'A'**)
- **Financial bid** –Financial Proposal in the given format, termed as Financial Bid (BOQ). (**Annexure 'B'**).

7.3: Road Permit

In case any Road Permit is required for transportation of contracted goods/items/hardware, it shall be the responsibility of the Bidders to make all the arrangements required in advance without any extra cost to the High Court of Uttarakhand. However, High Court of Uttarakhand will provide a letter in support of the purchase, if required, to the Bidders for carrying out the supply and delivery.

7.4: Currency

The prices should be quoted in Indian Rupees. Payment for the supply of equipment as specified in the agreement shall be made in Indian Rupees only. The tender validity shall be for a duration of **180 days** from the last date of submission of tender. However, the bidder shall be bound to provide additional DSC (if required) at same rate within the same financial year.

7.5: Earnest Money Deposit (EMD)

The bidder(s) shall have to submit EMD (refundable) of Rs. 60,000/- (Sixty Thousand Only) in the form of DD/BG/FDR of any nationalized/scheduled bank, duly pledged in favor of Registrar General, High Court of Uttarakhand, having a validity of not less than sixty days, on or before date and hours of submission of tender, in a sealed cover at High Court of Uttarakhand office with the heading "EMD". In case of non-receipt of original copy of EMD as mentioned above on or before last submission date/time of bid, the tender shall be rejected as non-responsive.

7.6: Performance Security

The successful Bidder shall submit performance security amounting to 5% of the total contractual value in the form of Fixed Deposit Receipt or unconditional Bank Guarantee from a Nationalized Bank/scheduled bank duly pledged in the favour of Registrar General, High Court of Uttarakhand, Nainital.

Performance Security should remain valid for a period of sixty days beyond the date of completion of all warranty obligations of the vendor/vendor. The Security Deposit will be refunded only after the expiry sixty days beyond the date of completion of all warranty obligations. This deposit is liable to be forfeited, if during the period of warranty, the services of the vendor are found to be unsatisfactory in any respect, and/or if any of the conditions of the contract is contravened/breached, and/or towards any damage caused due to negligence of the contractor or his employees.

7.7: Period of Validity of Bids

- a) Bids shall remain valid for 180 days after the last date of tender submission prescribed by the High Court of Uttarakhand. However the bidder shall be bound to provide additional DSC (if required) at same rate within the validity period. A Tender valid for a shorter period shall be rejected as non-responsive.
- b) In exceptional circumstances, High Court of Uttarakhand may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Tender security shall also be suitably extended.

7.8: Tender Due Date

- a) Tender bid must be uploaded by bidder(s) not later than the date specified in the e-tender.
- b) The High Court of Uttarakhand may, at its discretion, extend the due date of the tender. In such a case, all rights and obligations of the High Court of Uttarakhand and the bidder(s) which were subject to the previous tender due date, shall thereafter, be subject to the new tender due date as extended.

7.9: Modification and Withdrawal of bids

Modification and withdrawal of bids shall be as per provisions given in Uttarakhand Procurement Rules. The bidder will not be allowed to withdraw or modify the bid in the interval between the deadline for submission of bids and the expiration of the period of tender validity, specified by the bidder. Withdrawal of a Tender during this interval may result forfeiture of EMD/PBG followed by suitable action as deemed fit by High Court of Uttarakhand.

7.10: Opening/Evaluation of Bids

- a) The Bid Evaluation Committee (BEC) constituted by High Court, shall open/evaluate the bids. The decision of the evaluation committee in the evaluation of the bids shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the committee.
- b) Tender evaluation shall be done on the basis of eligibility criteria, technical specifications, feasibility, suitability and price of individual item. High Court of Uttarakhand reserves its right to award work order as per eligibility/feasibility/suitability and price, for which no claim whatsoever can be

raised by the bidder(s). The decision of Registrar General, in this regard shall be final and binding on all the bidders.

8: Contacting High Court of Uttarakhand

- Bidder shall not approach High Court of Uttarakhand officers after office hours and/ or outside High Court of Uttarakhand office premises, in respect of the tender or subject of purchase thereof, from the time of the opening of Tender till the time the Contract is awarded.
- Any effort by a bidder(s) to influence High Court of Uttarakhand's officers in the decisions on Tender evaluation, tender comparison or contract award may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the High Court of Uttarakhand, it should do so in writing.

8.1: Award of contract

- a) Award Criteria:** The Criteria for selection shall be based on the evaluation criteria decided by High Court of Uttarakhand.
- b)** The successful bidder has to demonstrate the item/product before the Technical evaluation Committee of High Court. High Court will award the contract to the successful bidder, on the basis of bid evaluation and successful demonstration. It will not be binding upon the High Court, to accept the lowest bid. The decision of Registrar General, High Court of Uttarakhand in this regard shall be final and binding.
- c)** The quantity of the item(s) may decrease or increase at any time, depending upon the requirements/grants available with the purchaser(s), which shall be binding on the bidder(s). The bidder will have to supply the additional goods/items on the same rates during the validity period. The bid validity shall be 180 days.
- d)** In case, if the first bidder(s) (selected as per the criteria list) does not accept/execute/fulfill the terms/conditions of tender/work order, or is found to be involved in corrupt and/or fraudulent practices, the next bidder(s) in the list shall be awarded the contract as per suitable provisions provided in the Uttarakhand Procurement Rules.

9: REJECTION/ACCEPTANCE OF BIDS

Registrar General, High Court of Uttarakhand reserves the right to reject or accept any bid, and to cancel the bidding process and reject all the bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

10: LIQUIDATED DAMAGE CLAUSE & DELIVERY RELATED PENALTY

- Successful Bidder/Vendor shall be required to perform all activities/services as per tender document. If the Successful Bidder fails to do so, the Contract may be terminated by the Registrar General, High Court of Uttarakhand by giving 15 days written notice and liquidated damages @0.5% of contract value may be imposed.
- The successful Bidder/Vendor shall complete the installation and configuration

within given time frame. Any delay beyond stipulated period shall attract additional penalty @ 0.5% per week of order value.

- The High Court of Uttarakhand reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the High Court of Uttarakhand to the firms.
- However, the High Court of Uttarakhand may, at its discretion, waive the liquidated damages in case the delay is not attributable to the successful Bidder/vendor.

11: TAXES & DUTIES

Successful Bidder/Vendor shall be liable for all the taxes and duties on the work order. Bidder who does not hold a valid Permanent Account Number (PAN)/ Tax Identification Number (TIN) and who are not registered under the GST prevalent in the State where his business is located shall not be eligible for bidding.

12: INSURANCE:

The items supplied under this Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges shall be borne by the Vendor. The Purchaser shall not be required to pay such charges, if incurred by the Vendor. The goods shall be delivered at the destination in perfect condition.

13: TRANSPORTATION

The vendor/ successful bidder shall be responsible for the proper packing of the items, so as to avoid damage under normal conditions of transport by rail and road or air or sea, and delivery of the items in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the successful bidder/vendor shall be liable to make good such loss and shortage found at the checking/ inspection of the items by the consignee. No extra cost on such account shall be admissible. All items must be sent freight paid (**FOR** -> Freight on Road).

14: PAYMENTS TERMS

- a) The standard payment terms of the Court are subject to general principle of payment under the Uttarakhand Procurement Rules, 2017, as prescribed by the Government of Uttarakhand or the General Finance Rules, Government of India, whichever applicable to the present e-tender. All the payments will be made by High Court of Uttarakhand, Nainital. Successful Bidder/Vendor will be required to furnish a self declaration regarding completion of work assigned to him.
- b) The vendor's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods/items delivered and related services performed, and by the required documents submitted pursuant to general conditions of the Purchase Order and upon fulfillment of all the obligations stipulated in the Purchase Order.
- c) The successful Bidder/Vendor must accept the payment terms proposed by the

Court. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Court. Any deviation from the proposed payment terms would not be accepted. The Court shall have the right to withhold any payment due to the successful Bidder/Vendor, in case of delays or defaults on the part of the latter. Such withholding of payment shall not amount to a default on the part of the Court.

- d) All Payments will be made to the successful Bidder/Vendor in Indian Rupee (INR) only.
- e) All remittance charges shall be borne by the successful Bidder/Vendor.
- f) Payment in case of those goods which need testing shall be made only when such tests have been carried out, and the test results received conforming to the prescribed specification.
- g) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, may be deducted from the payments for the respective milestones, in addition to other modes of recovery.
- h) Due to financial year end exigency, if Advance Payment needs to be made (subject to approval of competent Authority) to supplier/vendor then the supplier/vendor shall submit a Bank Guarantee of equal amount to the consignee / High Court of Uttarakhand. The aforementioned bank guarantee submitted by vendor/supplier shall be returned only after satisfactory completion of work.
- i) In case of Site Not Ready (SNR) or any other issue due to which installation could not be completed, the decision of Registrar General or other Competent Authority of the High Court of Uttarakhand as determined by the Hon'ble chief Justice, shall be final and binding on the successful Bidder/ vendor, with regard to release of payments.
- j) Taxes (work contract tax, service tax, GST, income tax, etc.), as applicable, shall be deducted at source, from due payments, as per the prevalent rules and regulations.

15: APPLICABLE LAW

- a) The Agency shall be governed by the Laws and Procedures established by Government of India/State Government, within the framework of applicable legislations and enactment made from time to time concerning such commercial dealings/processing.
- b) All disputes in this connection shall be settled in Nainital Jurisdiction only.
- c) The Registrar General, High Court of Uttarakhand also reserves the right to modify/relax any of the terms and conditions of the e-tender.
- d) The Procuring Entity reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India; MSME; Start-ups etc.).
- e) In case of the successful bidder failing to complete/fulfill the order within given time frame, necessary action shall be taken against it by forfeiting EMD/PG, followed by blacklisting of the said bidder firm, or other steps as applicable in such matters. In such case, suitable penalty may be imposed on the said firm. Decision of Registrar General, High Court of Uttarakhand shall be final and binding in such matters.

**Registrar General
High Court of Uttarakhand**

Annexure 'A'

<u>SNo.</u>	<u>Particulars</u>	<u>To be filled by the bidder</u>	
1.	Name of the Agency		
2.	Whether Demand draft of Rs. 2360/- (non refundable) payable in the name of Registrar General, High Court of Uttarakhand, Nainital is attached along-with the tender as tender fee.		
3.	Whether EMD of Rs. 60,000/- is attached along with tender documents.		
4.	Date of establishment of the firm		
5.	Certification that the bidder/OEM is a Certification Agency (CA) appointed by the office of the Controller of Certifying Authorities (CCA), Government of India and have been granted license to issue Digital Signature Certificate under Section 24 of the Indian IT Act 2000. (Copy to be enclosed). Note: The license of Certifying Authority (CA), must be valid till the required validity of Digital Signature Certificate.		
6.	Where the bidder is not the OEM, he shall be the authorized dealer/ distributor of products to be supplied and shall submit the Manufacturers Authorization of CA for this tender, along with the bid. (Copy to be enclosed).		
7.	Office address of the firm with office telephone number, fax number and mobile number and name of the contact person		
8.	The bidder(s) must have average turnover of at least Rs. 50 lakh in the last three financial years. (Attach relevant Certificate of turn over duly certified by C.A. No Balance Sheet be attached).	FY.....	Rs.
		FY.....	Rs.
		FY.....	Rs.
9.	Registration with concerned Government Authorities. (copy to be enclosed).		
10.	PAN (copy to be enclosed)		
11.	Tax Registration Number (copy to be enclosed).		
12.	The bidder(s) should be an OEM/Company/Distributor having experience of minimum 3 years in India and registered with the Competent Authority as per the norms set by the Government of India or respective State Government. (copy to be enclosed).		
13.	The bidder must successfully completed similar work of Supply and installation of Digital Signature		

	Certificate of minimum 10 Lakh (average) in last 3 years (Self-certification having detail of work carried out be attached)	
14.	The bidder(s) should have ISO 27001:2013 certification. (copy to be enclosed).	
15.	The bidder shall have Dedicated Toll free supporting number, proper valid Escalation Matrix and support centers/logistics for the entire state of Uttarakhand. (Copy to be enclosed)	
16.	The bidder(s) has not been blacklisted in the past by any of the State Governments across the country or Government of India or High Courts or Hon'ble the Supreme Court of India. (copy to be enclosed).	
17.	The successful bidder shall demonstrate the quoted item/product before the Technical evaluation Committee of High Court. The bidder must ensure to comply each and every specification as mentioned in the bid.	

Note:- In case of any confusion/misinterpretation/typographical mistakes etc. in this tender document, the decision of Registrar General, High Court of Uttarakhand shall be final and binding.

Annexure 'B'

Tender Inviting Authority: Registrar General, High Court of Uttarakhand, Nainital					
Name of Work: Supply, Installation and training of Digital Signature Certificate (Class-III with signing and encryption feature) USB tokens with 3 years validity					
Contract No: eCourt-III/UHC/DSC/2023					
Name of the Bidder/ Bidding Firm / Company :					
PRICE SCHEDULE					
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)					
SN	Item Description	Quantity	BASIC RATE inclusive of all Taxes In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT inclusive of all Taxes in Rs. P	TOTAL AMOUNT inclusive of all Taxes In Words
1	2	3	4	5	6
1	Digital Signature Certificate (Class-III) USB tokens with 3 years validity	702*			
Total in Figures					
Quoted Rate in Words					

Note:- The aforesaid quantity is tentative and the actual quantity of goods/items may increase/decrease. The successful bidder/vendor shall also be bound to provide the DSC at the same rate as quoted for this bid, in case of additional requirement of DSC during the validity period of bid.

Annexure 'C'

DIGITAL SIGNATURE CERTIFICATE USB TOKENS WITH 3 YEARS VALIDITY

BIDDER TO MENTION MAKE, MADE OF USB TOKEN.....			
BIDDER TO MENTION NAME OF C.A.....			
SPECIFICATIONS	VALUE	COMPLIANCE (Y/N)	REMARKS (if any)
OS Compatibility	Auto run with built in drivers, compatible with Windows 10 and above for 32 and 64 bits, MAC OS, iPad OS, Linux, Ubuntu (16.04, 18.04 and 20.04) and any other compatible OS		
Certificate Class	Class-03 with 3 years validity with Signature and Encryption		
Encryption Algorithm	RSA (Rivest-Shamir-Adleman) or DSA (Digital Signature Algorithm) or better		
Certificate Encryption	SHA2		
Key Length	2048 bits or more		
Token Interface	USB		
Certification	Trusted by Certification Authority (CA) registered with the Controller of Certifying Authorities (CCA) in India.		
USB Crypto Token certification	FIPS certified as per IT act		
Warranty	Replacement warranty of token for minimum 3 years.		
Online Training	The bidder should conduct Online training as to use of DSC for all the Users		
Authentication acceptable method	Paperless (Adhar+OTP)/ Paperless (Adhar + Biometric/ IRIS)/ Physical Document		
Helpline	Helpline facility to be made available during office hours (9 am to 6 pm) for no extra charges		

Note: All the above mentioned information should be read as above/better.

Annexure 'D'

TENTATIVE LOCATION WISE LIST OF DSC TOKENS		
SN	NAME OF DISTRICT	QUANTITY OF DSC (*APPROX)
1	Almora	30
2	Bageshwer	18
3	Champawat	19
4	Chamoli	29
5	Dehradun	154
6	Haridwar	118
7	Nainital	85
8	Pauri Garhwal	37
9	Pithoragarh	32
10	Rudraprayag	20
11	Tehri Garhwal	24
12	U.S. Nagar	120
13	Uttarkashi	16

Note:-The aforementioned list and quantity of DSC tokens to be supplied is tentative. The final list of location and Judicial officers/staff will be provided to successful bidder at the time of issuance of work order.*

Format 1: Contract Form

The Registrar General,
High Court of Uttarakhand, Nainital.

Contract No..... dated.....

To
[Complete Detail/address of the contractor]

Subject: -----

Ref:

- 1. *This office' Letter of Award (LoA) No..... dated*
- 2. *This office Tender Document No. Tend No./ xxxx; Tender Title:....., dated..... and subsequent Amendment No....., dated..... (If any). (Hereinafter referred to as 'the Tender Document')*
- 3. *Your Tender No..... dated..... and subsequent communication(s)/ Revised Offer No..... dated (If any), exchanged between you and this office in connection with this tender. (Hereinafter referred to as 'Your Offer')*

Dear Sir/ Madam,

Your bid referred above, read with subsequent letters mentioned above, for the Goods stipulated in the Schedules annexed herewith, have been accepted. Terms and conditions in this Contract and the documents listed in the clause below shall apply.

2. Terms and conditions in the documents mentioned under Reference no: 1, 2 and 3 above (including General and Special Conditions of Contract) shall also be part of this contract.

Note: The words, expressions, definitions, and abbreviations used in this contract shall have the same meanings as are respectively assigned to them in the General Condition of Contract of 'the Tender Document'.

(Signature, name and address of [Procuring Entity]'s authorized official)

For and on behalf of.....

Received and accepted this contract

(Signature, name, and address of the contractor's executive duly authorized to sign on behalf of the contractor)

For and on behalf of

(Name and address of the contractor)

.....

(Seal of the contractor)

Place: _____

Date: _____

Format 2: Bank Guarantee Format for Performance Security

To,

The Registrar General,
High Court of Uttarakhand, Nainital.

Whereas..... (name and address of the contractor) (hereinafter called "the contractor") has undertaken, in pursuance of contract no date..... to supply (description of goods and Works/ Services) (hereinafter called "the contract").

And Whereas you have stipulated it in the said contract that the contractor shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And Whereas we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until theday of20.....

Our.....branch at.....*(Name & Address of the*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of Branch

**Preferably at the headquarters of the authority competent to sanction the expenditure for the procurement of goods or at the concerned district headquarters or the state headquarters.*

Format 3: MANUFACTURER'S AUTHORIZATION FORMAT FOR FRONT LINE BIDDER

Ref:

Date:

To

The Registrar General,
High Court of Uttarakhand.

Subject: Manufacturer Authorization for Notice No----

Sir,

We, <Bidder/ Frontline OEM/SI >having our registered office at <Bidder/ Frontline OEM/SI address>, are an **established manufacturer/Suppliers of name of quoted item (Digital Signature Certificate)**. We <Frontline OEM/SI > authorized <bidder's name> to quote our product for above mentioned Notice.

Our full support is extended in all respects for supply of our products. We also ensure to provide the service support for the supplied DSC and e-sign for 1 to3 years as per terms mentioned in the Tender Notice. 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)

Format 4: Proof of completion of Similar Work Projects (for Bidder)

Ref:

Date:

To

The Registrar General,
High Court of Uttarakhand.

Subject: Self Certification for completion of Similar Work Projects for Tender No

Sir,

We have completed **Similar Work Projects** worth of minimum Rs ----- /- (Rupees_____only) to the **Supply of Digital Signature Certificate Token/E-sign**. 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)

-----END OF DOCUMENT-----