

# HIGH COURT OF UTTARAKHAND

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**eTender for implementation and execution of Live Streaming and Recording of Court  
Proceeding on turnkey basis**

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As per guidelines mentioned in the Model Rules for Live-Streaming and Recording of Court Proceedings, e-Committee, Hon'ble Supreme Court of India (<https://ecommitteesci.gov.in/document/model-rules-for-live-streaming-and-recording-of-court-proceedings>)

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**TENDER REFERENCE NUMBER:**

**Tender No. 20102023/UHC/IT/Live Streaming/2023**

OFFICE OF THE REGISTRAR GENERAL

HIGH COURT OF UTTARAKHAND

e-mail: [highcourt-ua@nic.in](mailto:highcourt-ua@nic.in)

## Section 1: Invitation to Bids

High Court of Uttarakhand invites online bids (Technical & Financial) from eligible bidders to implement and execute Live Streaming and Recording of Court Proceeding with manpower for next 3 years at High Court of Uttarakhand, as per guidelines mentioned in the Model Rules for Live-Streaming and Recording of Court Proceedings, e-Committee, Hon'ble Supreme Court of India.

### Important Dates & Details

SN	DETAILS	DATE/ TIME
1	Tender Uploading Date	20/10/2023, 04:00 PM
2	Tender Download start date	20/10/2023, 04:00 PM
3	Last date of receipt of queries	30/10/2023, 03:00 PM
4	Date of Pre-bid meeting (through Hybrid Mode)	01/11/2023, 04:30 PM
5	Start Date of Bid Submission	04/11/2023, 11:00 AM
6	Last Date & Time for Submission of Bids electronically on <a href="https://www.uktenders.gov.in/">https://www.uktenders.gov.in/</a>	27/11/2023, 05:00 PM
7	Date & Time of Opening of Bids (Technical Bids)	28/11/2023, 11:00 AM
8	Date & Time of Opening of Commercial Bids	Will be intimated to the qualified bidders at a later date.
9	Venue of Opening of Bids	High Court of Uttarakhand of Uttarakhand at Nainital
10	Tender Fees (Non-refundable)	INR 4,720/-
11	Earnest Money Deposit (E.M.D.) (Refundable)	INR 3,00,000/- which should be in the form of Bank guarantee issued by a Nationalized / Scheduled Bank/Banker Cheque/ FDR/DD, in favor of Registrar General, High Court of Uttarakhand of Uttarakhand, Payable at Nainital
12	Address of Communication	Registrar General, High Court of Uttarakhand, Nainital

*Note: Please specify eTender Number in all your correspondence. Interested parties may view and download the tender document containing the detailed terms & conditions, free of cost from the website <https://www.uktender.gov.in>*

## Section II – Instructions to the Bidders

### 1 Invitation for Online Bid Submission:

- 1.1 High Court of Uttarakhand, invites proposals through E-tendering to implement and execute Live Streaming and Recording of Court Proceeding initially in two Courts with manpower for next 3 years at High Court of Uttarakhand, as per guidelines mentioned in the Model Rules for Live-Streaming and Recording of Court Proceedings, e-Committee, Hon'ble Supreme Court of India.
- 1.2 Proposals are hereby called from the Bidders having capability for above Project on behalf of High Court of Uttarakhand as per terms and conditions of the work order as per uploaded specifications electronically.

### 2 Preparation of Bids

- 2.1 Bidder should take into account any corrigendum published on the eTender document before submitting their bids.
- 2.2 Please go through the eTender advertisement and the eTender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.

### 3 Submission of Bids

- 3.1 Bidder should log into the site well in advance for bid submission so that he/ she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 3.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3.3 Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 3.4 The bidder shall seal the original Bank Draft/ Bankers Cheque / Bank Guarantee /FDR in an envelope. The Bidder shall mark name and tender reference number on the back of the Bank Draft/ FDR/Bankers Cheque before sealing the same. The address of High Court, name and address of the bidder and the Tender Reference Number shall be marked on the envelope. If the envelope is not marked as specified above, High Court of Uttarakhand will not assume any responsibility for its misplacement, pre-mature opening etc.

- 3.5 The bidder shall deposit the envelope at the designated time and place, on or before bid submission date. In case EMD is sent through Speed Post and it must reach as per date and time mentioned above.
- 3.6 Tender Fee/EMD not meeting above deadlines will not be accepted and their uploaded bid will be rejected.
- 3.7 A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the requisite cells with their respective financial quotes and other details (such as name of the bidder etc.). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 3.8 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 3.9 All the documents being submitted by the bidders would be encrypted using PKI or any other encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 3.10 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 3.11 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **4 Assistance to Bidders**

- 4.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

4.2 Any queries relating to the process of online bid submission or queries relating to State e-tender portal in general may be directed to the 24x7 State e-tender portal Helpdesk. The contact numbers for the helpdesk is mentioned in the respective eProcurement Portal.

## 5 Cost to Bid

The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the High Court of Uttarakhand. The High Court of Uttarakhand will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

## 6 Clarification on Tender Document

6.1 A prospective Bidder requiring any clarification on the Tender Document may submit his queries, in writing, at the High Court of Uttarakhand in the mailing address i.e. [cpc-uk@nic.n](mailto:cpc-uk@nic.n). The queries must be submitted in the following format (in Excel file, \*.xls or .xlsx) only to be considered for clarification:

SN	Section No.	Clause No.	Reference/ Subject	Clarification Sought

6.2 All queries on the Tender Document should be received on or before as prescribed by the High Court of Uttarakhand in Section 1 of this tender document. The High Court shall hold a pre-bid conference (PBC) as per the date mentioned under Section 1. Queries not submitted within this deadline or not in the given format may not be taken up at the PBC. High Court of Uttarakhand may decide to do a virtual PBC.

6.3 Only two representatives of each prospective bidder shall be allowed to participate in the pre bid conference. Letter from Authorized signatory from the intended bidder will clearly specify the names of the participants.

6.4 High Court of Uttarakhand response (including the query but without identifying the source of inquiry) would be uploaded in the State e-tender portal (URL: <https://www.uktenders.gov.in>). Bidders are responsible for duly checking the above website for any clarifications.

6.5 High Court of Uttarakhand reserves the right to not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it shall be in appropriate to do so or do not find any merit in it.

*Note: Inputs/ suggestions/ queries submitted by bidders as part of the pre-bid meeting and otherwise will be given due consideration by the eTender committee, however High Court of Uttarakhand is not mandated to accept any submission made by the bidder and nor the bidder will be given any written response to their submissions. If an input is considered valid by the committee the same will be accepted and incorporated as part of the corrigendum.*

## **7 Amendment of Tender Document**

At any time prior to the last date for receipt of bids, the High Court of Uttarakhand, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by an amendment. The amendment will be notified on e-procurement portal <https://www.uktenders.gov.in> and should be taken into consideration by the prospective agencies while preparing their bids.

## **8 Language of Bids**

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the High Court of Uttarakhand, shall be written in English/Hindi language.

## **9 Documents Comprising the Bids**

The bid prepared by the Bidder shall comprise of the following components:

- 9.1 Earnest Money Deposit (EMD) in the form of a Demand Draft/Bankers Cheque/Bank Guarantee/Fixed Deposit Receipt of a Scheduled/Nationalized Bank
- 9.2 Eligibility Criteria Forms mentioned in the Eligibility Criteria Table
- 9.3 Technical Bid
- 9.4 Financial Bid
- 9.5 Power of Attorney executed by the Bidder in favor of the tender calling authority or the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this Tender (As per eTender)
- 9.6 Self-Declarations as requested
- 9.7 Document of proof as requested in the all the Schedules & the Annexure.

## **10 Bid Prices**

- 10.1 The Bidder shall indicate in the Performa prescribed, the unit rates and total Bid Prices of the Equipment / Services, proposes to provide under the Contract. Prices should be shown separately for each item as detailed in Tender Documents.
- 10.2 In absence of above information as requested in, a bid may be considered incomplete and be summarily rejected.
- 10.3 Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- 10.4 The rate quoted by the bidder should be valid for 6 months from the contract award date, in case the High Court of Uttarakhand decides to procure/place an order for additional quantity of IT infrastructure within 6 months from the contract award date.
- 10.5 The Bidder shall prepare the bid based on details provided in the tender documents. It must be clearly understood that the Scope of Work & the BOQ is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the High Court of Uttarakhand. The Bidder shall carry out all the tasks in accordance with the requirement of the tender documents and it shall be the responsibility of the Bidder to fully meet all the requirements of the tender documents. If during the course of execution of the project any revisions to the work requirements i.e. Technical specifications, Equipment sizing, Technical Architecture etc. are to be made to meet the goals of the High Court of Uttarakhand, all such changes shall be carried out within the current price without any impact to the High Court of Uttarakhand .

## **11 Firm Prices**

Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Bid Prices shall be indicated in Indian Rupees (INR) only inclusive of all taxes *etc.*

## **12 Earnest Money Deposit (EMD)**

- 12.1 The Bidder shall furnish, as part of its bid, an Earnest Money Deposit (EMD) of the amount Rs. 3,00,000/-
- 12.2 The EMD is required to protect the High Court of Uttarakhand against the risk of Bidder's conduct which would warrant the security's forfeiture.

- 12.3 The EMD must be submitted, by Bank Guarantee/Demand Draft/Bankers Cheque/FDR valid for period of minimum 3 months, of any Commercial Bank/Scheduled Bank/Nationalized Bank drawn in favor of Registrar General, High Court of Uttarakhand , payable at Nainital.
- 12.4 Unsuccessful Bidder's EMD will be discharged/ returned after award of contract to the successful Bidder. No interest will be paid by the High Court of Uttarakhand on the EMD.
- 12.5 The successful Bidder's EMD will be discharged upon the bidder executing the Contract and furnishing the Performance Bank Guarantee/security deposit @10% of contract value valid till minimum 40 months from date of start of project. No interest will be paid by the High Court of Uttarakhand on the EMD.
- 12.6 The EMD may be forfeited:
- 1.a If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or
  - 1.b In the case of a successful Bidder, if the Bidder fails;
    - To sign the Contract in accordance with eTender Prerequisite.
    - To furnish Bank Guarantee for contract performance as mentioned in this eTender.

### **13 Period of Validity of Bids**

- 13.1 Bids shall remain valid for 180 days after the date of opening of Technical Bids prescribed by the High Court of Uttarakhand. A bid valid for a shorter period shall be rejected by the High Court of Uttarakhand as nonresponsive.
- 13.2 In exceptional circumstances, the High Court of Uttarakhand may request the Bidder for an extension of the period of validity up to 180 days more. The request and the responses thereto shall be made in writing (or through e-mail).

### **14 Format and Signing of Bid**

- 14.1 The original and all copies of the bid shall be typed or written in indelible ink. The Bidder shall sign the original and all copies or persons duly authorized to bind the Bidder to the Contract in accordance with conditions in the eTender. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.
- 14.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.



14.3 The Bidder shall duly sign and seal its bid with the exact name of the firm/company to whom the contract is to be issued.

## **15 Revelation of Prices**

Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.

## **16 Terms and Conditions of Bidders**

Printed terms and conditions of the Bidders will not be considered as forming part of their Bids.

## **17 Local Conditions**

- 17.1 It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and other relevant factors at the site which would have any effect on the performance of the contract and / or the cost.
- 17.2 The Bidder is expected to make a site visit to obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract. Obtaining such information shall be at Bidder's own cost.
- 17.3 Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for the providing services before entering into contract will in no way relieve the successful Bidder from performing any work in accordance with the Tender documents.
- 17.4 The bidder and any of its personnel or authorized agents will be granted permission by High Court of Uttarakhand to enter its facilities at various locations for the purpose of such visits, but only upon the condition that the bidder, its personnel, and authorized agents, will indemnify the High Court of Uttarakhand from and against all liability in respect thereof, and will be responsible for any loss of or damage to property/manpower, and any other loss, damage, costs, and expenses incurred as a result of such inspection, undertaken by the bidder. The Bidder shall at its own risk, peril, cost and liability undertake site visits to designated facilities in the state.

## **18 Consortium**

Consortium of bidders will not be allowed.

## **19 Last Date for Receipt of Bids**

Bids will be received by the High Court of Uttarakhand at the address specified under Section I – Invitation for Bids through eTender Portal, no later than the time and date specified in Section I - Invitation for Bids. In the event of the specified date for the receipt of Bids being declared a holiday for the High Court of Uttarakhand, only hard copy of EMD and Tender Fee will be received up to the appointed time on the next working day.

## **20 Late Bids**

Any bid received by the High Court of Uttarakhand after the last date and time for receipt of bids prescribed by the High Court of Uttarakhand, pursuant to Section I - Invitation for Bids, will be rejected.

## **21 Modification and Withdrawal of Bids**

- 21.1 No bid may be altered / modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders will not be considered.
- 21.2 No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

## **22 Address for Correspondence**

The Bidder shall share the official mailing address, place and fax number to which all correspondence shall be sent by the High Court of Uttarakhand.

## **23 Contacting the High Court of Uttarakhand**

- 23.1 No Bidder shall contact the High Court of Uttarakhand on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 23.2 Any effort by a Bidder to influence the High Court of Uttarakhand bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

## **24 Evaluation of Bids**

- 24.1 Technical and Financial evaluation committee i.e. Evaluation Committee (EC) will be formed for evaluation of the bids. Decision of the committee would be final and binding upon all the Bidders.
- 24.2 The Bidder should confirm unconditional acceptance of full responsibility of completion of job and for executing the 'Scope of Work' of this tender. This confirmation should be

submitted as part of the Technical Bid. The Bidder shall also be the sole point of contact for all purposes of the Contract.

- 24.3 The Bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. If at any stage of Tendering process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge of the High Court of Uttarakhand, the High Court of Uttarakhand shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Bidder. In such case the High Court of Uttarakhand may impose suitable penalty upon bidder.
- 24.4 Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the High Court of Uttarakhand requirements, as described in the Tender Documents. Bidder must possess the technical know-how and the financial wherewithal that would be required to successfully Supply, Install, Configure, Maintain and Manage all the components of the eTender as part of the solution and also to provide the maintenance and management support services sought by the High Court of Uttarakhand, for the entire period of the contract. The Bidder's bid must be complete in all respect and covering the entire scope of work as stipulated in the Tender document.
- 24.5 The evaluation committee of High Court of Uttarakhand will examine the bids to determine whether they are complete, whether the bid format confirms to the Tender requirements, whether any computational errors have been made, whether required EMD have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 24.6 A bid determined as not substantially responsive will be rejected by the High Court of Uttarakhand and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 24.7 When deemed necessary, during the tendering process, the High Court of Uttarakhand may seek clarifications or may ask shortfall/clarification documents or ask the Bidders to make Technical presentations on any aspect from any or all the Bidders. However, that would not entitle the Bidder to change or cause any change in the substance of the tender submitted or price quoted.

## **25 Evaluation of Eligibility Criteria**

- 25.1 In this part, the bid will be reviewed for determining the Compliance of the general conditions of the contract and Eligibility Criteria as mentioned in the Tender. Any deviation for general conditions of the contract and eligibility criteria will lead to rejection of the bid.

- 25.2 Before opening and evaluation of their technical proposals, bidders are expected to meet all the general conditions of the contract and the eligibility criteria as mentioned in the tender document. Bidders failing to meet these criteria or not submitting requisite supporting documents /documentary evidence for supporting pre-qualification criteria are liable to be rejected summarily.
- 25.3 The bids must be complete in all respects and should cover the entire scope of work as stipulated in the tender document. The invitation to the bids is open to all bidders who qualify the eligibility criteria as follows:

SN	Clause	Documents Required	Mention page number at which document attached
1	<p>The bidder must be a company registered in India under Indian Companies Act 1956/ Indian Companies Act 2013</p> <p style="text-align: center;">OR</p> <p>A partnership firm registered under Indian Partnership Act, 1932.</p> <p style="text-align: center;">OR</p> <p>A Limited Liability Partnership (LLP) firm registered under Limited Liability Partnership Act 2008.</p> <p style="text-align: center;">AND</p> <p>in operation for at least 5 years at the time of tender publishing and should have their registered offices in India.</p> <p>It must be registered with appropriate authorities for all applicable statutory registration and Taxes in India</p>	<p>Valid documentary proof of: Certificate of incorporation/ Registration, Certificate of Commencement of business, Certificate consequent to change of name if applicable Copy of Memorandum and Articles of Association or Partnership deed.</p> <p>Valid documentary proof of: GST. Income Tax registration/ PAN number Income Tax returns for the last three years</p>	
2	Bidder should have executed at least one single work of establishing audio visual facility with Video Conferencing and Audio Systems of value not less than 1 Crore.	Copy of the relevant completion certificate/PO to be submitted by the Bidder.	
3	The Bidder should have a minimum average annual turnover of Rs. 2 Crore in last three financial years.	Copy of the Audited Profit and Loss statement and statutory auditor / CA certificate from a regarding turnover. The certificate should be originally	

		signed or notarized.	
4	The bidder should have positive net worth as on date.	CA Certificate	
5	The Bidder should not have been blacklisted by the Government of India or any state government or any of its agencies for any reasons whatsoever and the bidder should not have been blacklisted by Central / any other State/UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices as on the date of Publication of this eTender.	Notarized undertaking affidavit be submitted in this regard by from the Authorized Signatory/bidder.	
6	The bidder should have an office in Uttarakhand. However, if the presence is not there in the state, the System Integrator should give an undertaking for establishment of a project office, within 15 days from the day the contract is awarded.	Detail of existing office or Self-certification duly signed by authorized signatory on company letter head with regard to opening of project office within given time frame.	
7	The bidder shall be the single point of Contact for High Court of Uttarakhand for Design, Supply, Install, Connect, Configure, Implement, Design, Construct to Go Live.	Self-certification duly signed by authorized signatory on company letter head.	
8	The bidder must have a valid certificate of ISO 9001:2015 or latest at the time of BID Submission	Copy of Certificate	
9	The bidder should submit valid bid specific authorization letter from all major components from concerning OEM	Documentary evidences such as Authorization letters MAF (Manufacturers Authorization Form)	

**Note:**

(1) Bidder are required to mention page number clearly at which the required document has been attached. Failing which the bid shall be rejected and no correspondence shall be considered in this regard.

(2) If the details furnished by the bidder found to be wrong at any point time during the bidding or contract, High Court of Uttarakhand reserves the right to terminate the contract and forfeit the EMD/PBG in high court favor.

## 26 Evaluation of Technical Bids

26.1 Only those bidders who qualify all Pre-qualification / Eligibility Criteria requirements will be qualified for technical bid evaluation.

26.2 The technical bid will first be reviewed for determining the Compliance of the Technical bids with the Tender terms and conditions, Minimum/ Mandatory Technical requirements and scope of work as defined in this tender.

- 26.3 Any bid found to be non-compliant to the mandatory Technical Requirements, Tender terms and conditions and the scope of work shall be rejected and will not be considered for further evaluation. Bids that are technically compliant would only be taken up for commercial evaluation.
- 26.4 Bidders should submit the Technical Specification compliance sheet as a part of technical bid as mentioned in eTender. All technical specification given in Scope of Work.
- 26.5 If the bidder is found to be non-compliant with any of the mandatory technical specifications, then the respective bid may be rejected.
- 26.6 Bidder is required to submit all the supporting documents as per the criteria mentioned in the eTender. High Court of Uttarakhand reserves right to summarily reject any bid which does not contain all the mandatory supporting document or may ask bidder for any clarification, the decision of High Court of Uttarakhand will be final and binding in this regard.
- 26.7 High Court of Uttarakhand reserves the right to disqualify any bidder based on any criteria considered relevant and its decision is binding. Representations, if any from disqualified bidders will not be entertained and will be summarily rejected. High Court of Uttarakhand will not respond to any query raised by bidders seeking reasons for rejection of the bid.

## **27 Evaluation of Financial Bids**

- 27.1 The Bidder has to submit the commercial bid through e-procurement website (<https://www.uktenders.gov.in/>) in the format shared through BOQ in eTender Portal.
- 27.2 In order to be considered for financial evaluation, the bidder has to quote in terms of rupee. Any conditional bid would be rejected.
- 27.3 The Quote price shall be considered as inclusive of all Taxes/Duties/Service Tax etc (except Local taxes).
- 27.4 The Bidder offering lowest evaluated responsive price along with fulfilling all the term and conditions mentioned in this eTender, as above, would be selected as successful Vendor. However, High Court is not bound to accept the lowest price bid. The decision of Registrar General to accept or Reject any bid shall be final and binding to all.
- 27.5 High Court of Uttarakhand shall notify successful Bidders through eTender portal. High Court will not entertain any query or clarification from bidders, who are not selected in the eTender process.
- 27.6 The total price quoted by the bidder in BOQ will be considered as inclusive of all Taxes / GST /Any applicable levies. It will be liability of the bidder to meet scope of work as mentioned in the eTender.

27.7 Financial Bids that are more than 40% in variance of the average bid price will be disqualified (the average bid price is computed by adding all Financial Bid values of ALL the qualified bidders and dividing the same by the number of bidder).

**Note:**

**Errors & Rectification:**

(1) *Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".*

(2) *In case of any typographical/unintentional mistake or confusion in this bid document, the decision of Registrar General shall be final and binding to all the prospective bidders.*

**28 High Court of Uttarakhand Right to Vary Scope of Contract at the time of Award**

The High Court of Uttarakhand may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified.

**29 High Court of Uttarakhand Right to Accept Any Bid and to Reject Any or All Bids**

The High Court of Uttarakhand reserves the right to accept any bid, and to annul the Tender 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 the High Court of Uttarakhand action.

**30 Notification of Award**

30.1 Prior to the expiration of the period of bid validity, pursuant as mentioned in eTender, the High Court of Uttarakhand will notify the successful selected Bidder in writing through suitable mode.

30.2 The notification of award will constitute the formation of the Contract.

30.3 Upon the successful Bidder's furnishing of Bank Guarantee of **10%** of the Work/Purchase Order Value as performance guarantee pursuant as mentioned in eTender, the High Court of Uttarakhand may notify each unsuccessful Bidder and will discharge its EMD.

**31 Award of Contract**

31.1 There will be only one successful vendor.

- 31.2 At the same time as the High Court of Uttarakhand notifies the successful Bidder that its bid has been accepted, the High Court of Uttarakhand will issue the LoA (Letter of Award) and Performa for Contract incorporating all agreements between the parties.
- 31.3 Within 7 days of receipt of the LoA, the successful Bidder shall sign and date the Contract and return it to the High Court of Uttarakhand .
- 31.4 In the case of Bidder whose tender bids are accepted, bidder shall be required to give Security Deposit as mentioned in tender along with acceptance of LOA, within 10 days. Security Deposit will be in the form of Bank Guarantee (BG) of any nationalized bank valid beyond 90 days after expiry of all warranty and obligations.
- 31.5 High Court of Uttarakhand may, at any time, terminate the contract by giving written notice in 15 days advance to the vendor without any compensation, if the performance of vendor is not satisfactory or vendor becomes bankrupt or otherwise insolvent.
- 31.6 If at any point during the contract, if the vendor fails to, deliver as per the tender terms and conditions or any other reason amounting to disruption in service, the agreement will be terminated followed by suitable penalties in this regard as per agreement and discretion of competent authority of this Hon'ble Court.
- 31.7 Quantities mentioned are indicative and High Court of Uttarakhand reserves the right at the time of award/within the validity period of bid to increase or decrease the quantity of goods and / or services from what was originally specified while floating the eTender without any change in unit price or any other terms and conditions.
- 31.8 Objection, if any, to the Purchase Order must be reported to this Hon'ble Court by the vendor within Seven (7) working days counted from the Date of Purchase Order for modifications, otherwise it is assumed that the vendor has accepted the Purchase Order. No communication in this regard shall be entertained after aforesaid given time frame.
- 31.9 If the vendor is not able to supply/deploy/operationalize the ordered Hardware/software system/service/process completely within the specified period, the penalty clause will be invoked.
- 31.10 The decision of High Court of Uttarakhand shall be final and binding on all the vendors to this document. High Court reserves the right to accept or reject an offer without assigning any reason whatsoever.

## **32 Bank Guarantee for Contract Performance**

- 32.1 Within 10 days of the receipt of notification of award from the High Court of Uttarakhand, the successful Bidder shall furnish the performance security in the form of Bank guarantee of nationalized bank valid for a period of contract, which is 3 year, plus



3 additional months as claim period in accordance with the Conditions of Contract, in the Contract Performance Guarantee Bond.

32.2 Failure of the successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Performance Security. In case of exigency, if the High Court of Uttarakhand gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by the successful Bidder.

### **33 Confidentiality of the Document**

This Tender Document is confidential and the Bidder shall ensure that anything contained in this Tender Document shall not be disclosed in any manner, whatsoever.

### **34 Rejection Criteria**

Besides other conditions and terms highlighted in the tender document, bids may be rejected under following circumstances:

#### **34.1 General Rejection Criteria**

- 34.1.1 Bids submitted without Tender Fees.
- 34.1.2 Bids submitted without or improper EMD
- 34.1.3 Bids received through Telex /Telegraphic / Fax/ E-Mail/ Hard copies except, wherever required, will not be considered for evaluation.
- 34.1.4 Bids which do not confirm unconditional validity of the bid as prescribed in the Tender
- 34.1.5 If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process
- 34.1.6 Any effort on the part of a Bidder to influence the High Court of Uttarakhand 's bid evaluation, bid comparison or contract award decisions
- 34.1.7 Bids received by the High Court of Uttarakhand after the last date and closing time for receipt of bids prescribed by the High Court of Uttarakhand, pursuant to Section I - Invitation for Bids
- 34.1.8 Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder

#### **34.2 Technical Rejection Criteria**

- 34.2.1 Non-compliance of every specification as mentioned in the tender document.
- 34.2.2 Technical Bid containing commercial details.

- 34.2.3 Revelation of Prices in any form or by any reason before opening the Commercial Bid
- 34.2.4 Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- 34.2.5 Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
- 34.2.6 The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with this tender.
- 34.2.7 If the bid does not confirm to the timelines indicated in the bid.

### **34.3 Commercial Rejection Criteria**

- 34.3.1 Incomplete Financial Bid
- 34.3.2 Financial Bids that do not conform to the Tender's Financial bid format
- 34.3.3 If there is an arithmetic discrepancy in the commercial bid calculations the High Court of Uttarakhand shall rectify the same. If the Bidder does not accept the correction of the errors, its bid may be rejected.

## **Section III – General Conditions of Contract & SLAs**

### **1 Definitions**

In this Contract, the following terms shall be interpreted as indicated:

- 1.1 "The High Court" means High Court of Uttarakhand at Nainital.
- 1.2 "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the High Court of Uttarakhand .
- 1.3 Representative of "High Court of Uttarakhand" means the person or the persons appointed by the High Court of Uttarakhand from time to time to act on its behalf for over all co-ordination, supervision, and project management including High Court of Uttarakhand Technical Representative.
- 1.4 "OEM" means the Original Equipment Manufacturer of any equipment / system /software / product that is providing such goods to the Bidder under the scope of this Tender / Contract.
- 1.5 "Bidder's Representative/Project Coordinator" means the person or the persons appointed by the Bidder from time to time to act on its behalf for overall coordination, supervision and project management.
- 1.6 "Parties" means the High Court of Uttarakhand and the Bidder and "Party" means either of the Parties.
- 1.7 "Contract" means the Agreement entered into between the Bidder and the High Court of Uttarakhand as recorded in the Contract form signed by the High Court of Uttarakhand and the Bidder including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.
- 1.8 "Acceptance of Tender" means the letter/fax or any memorandum communicating to the Tenderer, the acceptance of his tender, and includes an advance acceptance of his tender.
- 1.9 "Business Day" means any day that is not a Sunday or a public holiday (as per the official holidays observed by High Court of Uttarakhand).
- 1.10 "Confidential Information" means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any other person who is covered within the ambit of the High Court of Uttarakhand 's legislation including any such information that may come to the knowledge of the Parties hereto / Bidder's Team by virtue of this Contract that:

- 1.10.1 is by its nature confidential or by the circumstances in which it is disclosed confidential; or
- 1.10.2 is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract;
- 1.11 "Goods" means all of the equipment, sub-systems, hardware, software, products accessories and/or other material / items which the Bidder is required to supply, install and maintain under the contract.
- 1.12 "System" means all of the goods under the scope of this contract together as an integrated solution.
- 1.13 "Commissioning of System": The system shall be deemed to have been commissioned, when all the activities as defined in the Scope of Work have been successfully executed and completed.
- 1.14 "Acceptance of System": The system shall be deemed to have been accepted by the High Court of Uttarakhand , subsequent to its commissioning, when all the activities as defined in Section IV - Scope of Work have been successfully executed and completed.
- 1.15 "Document" means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or micro film or computer-generated micro fiche.
- 1.16 "Effective Date" means the date on which this Contract is signed and executed by the parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date;
- 1.17 "Intellectual Property Rights" means any patent, copyright, trademark, trade name, service marks, brands, propriety information, software whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- 1.18 "Kick Off Meeting" means a meeting convened by the High Court of Uttarakhand to discuss and finalize the work execution plan and procedures with the Bidder.
- 1.19 "Service" means services to be provided as per the requirements / conditions specified in this tender / contract. In addition to this, the definition would also include other related/ancillary services that may be required to execute the scope of work under this contract.
- 1.20 "Service Specification" means and includes detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract, as well as those specifications relating to Industry standards and codes applicable to the performance of the work, work

performance quality and specifications affecting the work or any additional specification required to be produced by the Bidder to meet the design criteria.

- 1.21 "The Contract Value" means the price payable to the Bidder under this Contract for the full and proper performance of its contractual obligations. The Contract Value shall be equal to the total Bid Price.
- 1.22 "Delivery of System" shall be deemed to have completed when the Delivery of all the goods/items under the proposed bill of material has reached the designated Data Center Site for installation.
- 1.23 "Notice" means: notice; or a consent, approval or other communication required to be in writing under this Contract.

## **2 Representations & Warranties**

In order to induce the High Court of Uttarakhand to enter into this Contract, the Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- 2.1 That the Bidder has the power and the authority that would be required to enter into this Contract and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this contract and to provide services sought by the High Court of Uttarakhand under this contract
- 2.2 That the Bidder is not involved in any major litigation or legal proceedings, pending, existing, potential or threatened, that may have an impact of affecting or compromising the performance or delivery of Services under this Contract.
- 2.3 That the Bidder has the professional skills, personnel, infrastructure and resources/authorizations that are necessary for providing all such services as are necessary to fulfill the scope of work stipulated in the Tender and this Contract.
- 2.4 That the Bidder shall ensure that all assets/ components including but not limited to equipment, software, licenses, processes, documents, etc. installed, developed, procured, deployed and created during the term of this Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements.
- 2.5 That the Bidder shall use such assets of the High Court of Uttarakhand as the High Court of Uttarakhand may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.

- 2.6 That there shall not be any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.
- 2.7 That the execution of the scope of work and the Services herein is and shall be in accordance and in compliance with all applicable laws.
- 2.8 That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including but not limited to stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
- 2.9 That the Bidder shall provide adequate and appropriate support and participation, on a continuing basis, in tuning all supplied Infrastructure to meet the requirements of the applications.

### **3 Scope of Contract**

- 3.1 The work under this contract shall include the furnishing of all labor, tools, power supply points and equipment *etc* for performing all work required for the installation, termination, testing Operation, execution and Maintenance of entire A to Z activities in this regard.
- 3.2 If any services, functions or responsibilities not specifically described in this Contract, are an inherent, necessary or customary part of the Services or are required for proper performance or provision of the Services in accordance with this Contract, they shall be deemed to be included within the scope of the work to be delivered for the Charges, as if such services, functions or responsibilities were specifically described in this Contract.
- 3.3 The High Court of Uttarakhand reserves the right to amend any of the terms and conditions with mutual agreement in relation to the Scope of Work and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the Scope of Work pursuant as mentioned in eTender.

### **4 Key Performance Measurements**

- 4.1 Unless specified by the High Court of Uttarakhand to the contrary, the Bidder shall perform the Services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down in this Tender.
- 4.2 The High Court of Uttarakhand reserves the right to amend any of the terms and conditions in relation to the Contract / Service Specifications and may issue any such

directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the scope of work.

## **5 Commencement and progress**

- 5.1 The Bidder shall be subject to the fulfillment of the condition's precedent set out as mentioned in eTender, commence the performance of its obligations in a manner as specified in the Scope of Work and Service Specifications.
- 5.2 The Equipment's supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the concerned institution.

## **6 Bidder's Obligations**

- 6.1 The Bidder's obligations shall include end to end setup and execution of Live Streaming at High Court of Uttarakhand for next 3 years with manpower as an integral solution including but not limited to covering associated Hardware and Software as specified by the High Court of Uttarakhand in the Scope of Work and other sections of the Tender and Contract and changes thereof to enable the High Court of Uttarakhand to meet their objectives and operational requirements. It will be the Bidder's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the Tender and this Contract.
- 6.2 The Bidder shall ensure that the Bidder's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract.
- 6.3 The Bidder shall be responsible on an ongoing basis for coordination with other vendors and agencies of the High Court of Uttarakhand in order to resolve issues and oversee implementation of the same. The Bidder shall also be responsible for resolving conflicts between vendors in case of borderline integration issues.
- 6.4 The Bidder shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to the High Court of Uttarakhand and shall, at all times, support and safeguard the High Court of Uttarakhand's legitimate interests in any dealings with Third Parties.

## **6.5 Bidder's Representative**

- 6.5.1 The Bidder's representative shall have all the powers requisite for the performance of services under this contract. The Bidder's Representative shall liaise with the High Court of Uttarakhand's representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He will extend full co-operation to High Court of Uttarakhand's representative in the manner required by them for supervision/inspection/observation of the material, procedures, performance, reports and records pertaining to the works.
- 6.5.2 The High Court of Uttarakhand's representative upon receipt of request from the Bidder intimating commencement of installation at the designated Sites shall give to the Bidder access to as much of the Sites as may be necessary to enable the Bidder to commence and proceed with the installation in accordance with the timeline of work.

## **6.6 Adherence to safety procedures, rules regulations and restrictions**

- 6.6.1 Bidder shall comply with the provision of all laws including labor laws, rules, regulations and notifications issued there under from time to time. All safety and labor laws enforced by statutory agencies and by High Court of Uttarakhand shall be applicable in the performance of this Contract and Bidder shall abide by these laws.
- 6.6.2 Bidder shall take all measures necessary to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. High Court of Uttarakhand's employee also shall comply with safety procedures/policy.
- 6.6.3 The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- 6.6.4 Bidder shall also adhere to all security requirement/regulations of the High Court of Uttarakhand during the execution of the work.

## **6.7 Statutory Requirements**

During the tenure of this Contract nothing shall be done by the Bidder in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia



customs, stowaways, foreign exchange etc. and shall keep High Court of Uttarakhand indemnified in this regard.

## **7 High Court of Uttarakhand's Right of Monitoring, Inspection and Periodic Audit**

- 7.1** The High Court of Uttarakhand reserves the right to inspect and monitor/assess the progress/performance/maintenance of the delivered ongoing work at the mentioned sites at any time during the course of the Contract, after providing due notice to the Bidder. The High Court of Uttarakhand may demand and upon such demand being made, the High Court of Uttarakhand shall be provided with any document, data, material or any other information which it may require, to enable it to assess the progress of the project.
- 7.2** The High Court of Uttarakhand shall also have the right to conduct, either itself or through another Bidder as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by the High Court of Uttarakhand and the Bidder undertakes to cooperate with and provide to the High Court of Uttarakhand / any other Bidder appointed by the High Court of Uttarakhand, all documents and other details as may be required by them for this purpose.

## **8 High Court of Uttarakhand's Obligations**

- 8.1** The High Court of Uttarakhand's Representative shall interface with the Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. High Court of Uttarakhand shall provide adequate cooperation in providing details, assisting with coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the High Court of Uttarakhand is proper and necessary.
- 8.2** High Court of Uttarakhand shall ensure that timely approval is provided to the Bidder, where deemed necessary, which should include technical architecture diagrams and all the specifications along with data sheets related to Installation of Infrastructure/material required to be provided as part of the Scope of Work.
- 8.3** The High Court of Uttarakhand's Representative shall interface with the Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

## **9 Intellectual Property Rights**

- 9.1** High Court of Uttarakhand shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, products, software, specifications, reports, diagrams and other documents which have been developed by the Bidder during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract.

## **10 Information Security**

- 10.1** The Bidder acknowledges that High Court of Uttarakhand's business data and other proprietary information or materials, whether developed by High Court of Uttarakhand or being used by High Court of Uttarakhand pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to High Court of Uttarakhand ; and the Bidder along with its team agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by the Bidder to protect its own proprietary information. The Bidder may come into possession of such proprietary information, even though the Bidder does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. The Bidder shall use such information only for the purpose of performing the said services.
- 10.2** The Bidder shall, upon termination of this agreement for any reason, or upon demand by High Court of Uttarakhand, whichever is earliest, return any and all information provided to the Bidder by High Court of Uttarakhand, including any copies or reproductions, both hardcopy and electronic.

## **11 Ownership and Retention of Documents**

- 11.1** The High Court of Uttarakhand shall own the Documents, prepared by or for the Bidder arising out of or in connection with this Contract.
- 11.2** Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the High Court of Uttarakhand, the Bidder shall deliver to the High Court of Uttarakhand all Documents provided by or originating from the High Court of Uttarakhand and all Documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the High

Court of Uttarakhand at no additional cost. The Bidder shall not, without the prior written consent of the High Court of Uttarakhand store, copy, distribute or retain any such Documents.

## **12 Ownership of Equipment**

- 12.1** The High Court of Uttarakhand shall be the owner of the Infrastructure, equipments, design, data etc, supplied by the Bidder arising out of or in connection with this Contract.
- 12.2** All the Licensees should be in the name of High Court of Uttarakhand at Nainital.
- 12.3** Licenses should be perpetual in nature with major security and upgrades provided to the Tendering Authority with perpetual rights to use the software.
- 12.4** Note: All the equipment's (Hardware, Software etc.) should be OEM certified.

## **13 Indemnity**

- 13.1** The Bidder will indemnify the High Court of Uttarakhand from and against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/manpower etc. and related services or any part thereof. High Court of Uttarakhand /User department stand indemnified from any claims that the hired manpower / Bidder's manpower may opt to have towards the discharge of their duties in the fulfillment of the purchase orders. High Court of Uttarakhand/User department also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower / Bidder's manpower while discharging their duty towards fulfillment of the purchase orders.
- 13.2** The Bidder shall execute and furnish to the High Court of Uttarakhand, a Deed of Indemnity in favor of the High Court of Uttarakhand in a form and manner acceptable to the High Court of Uttarakhand, indemnifying the High Court of Uttarakhand from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
  - 13.2.1** Any negligence or wrongful act or omission by the Bidder or the Bidder's Team or any third party in connection with or incidental to this Contract; or
  - 13.2.2** Any breach of any of the terms of the Bidder's Bid as agreed, the Tender and this Contract by the Bidder, the Bidder's Team or any third party.

**13.3** The indemnity shall be to the extent of 100% in favor of the High Court of Uttarakhand and would be in conjunction to as mentioned in eTender of this section.

## **14 Confidentiality**

**14.1** The Bidder shall not use Confidential Information, the name or the logo of the High Court of Uttarakhand except for the purposes of providing the Service as specified under this contract.

**14.2** The Bidder shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services, Contract or the hardware architecture or network architecture, High Court of Uttarakhand 's business or operations without the priorwritten consent of the High Court of Uttarakhand .

## **15 Taxes**

**15.1** Income tax/GST/TDS as the case may be, shall be deducted at source by High Court of Uttarakhand from all the payments made to Bidder according to the Income Tax Act, unless valid and complete documents for IT exemption are submitted by the Bidder prior to release of payment. A certificate shall be provided by High Court of Uttarakhand to the Bidder for any tax deducted at source

**15.2** The Bidder shall bear all taxes and duties etc. levied or imposed on the Bidder under the Contract including but not limited to GST and all Income Tax levied under Indian Income Tax Act –1961 or any amendment thereof during the entire contract period, i.e., on account of material supplied and services rendered and payments received by him from the High Court of Uttarakhand under the Contract. The amount of tax withheld by the High Court of Uttarakhand shall at all times be in accordance with Indian Tax Law and the High Court of Uttarakhand shall promptly furnish to the Bidder original certificates for tax deduction at source and paid to the Tax Authorities.

**15.3** If there is any reduction in taxes / duties/levies due to any reason whatsoever, after Notification of Award, the difference shall be passed on to the High Court of Uttarakhand. In case of increase in taxation, High Court of Uttarakhand shall pay the tax as applicable.

**15.4** The Bidder agrees that he and his Team shall comply with the Indian Income Tax act in force from time to time and pay Indian Income Tax, as may be imposed /

levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.

**15.5** The High Court of Uttarakhand shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

## **16 Warranty**

**16.1** Warranty and Annual Maintenance support on all goods supplied under this contract shall be provided by the respective Original Equipment Manufacturer(OEM) through Bidder's engineers till the end of the Contract.

**16.2** Technical Support for software shall be provided by the respective OEM for till the end of the contract period. The Technical Support should include all updates and patches to the respective Software for the above stated period.

**16.3** The Bidder warrants that the goods supplied under the Contract are new, non-refurbished, unused and recently manufactured; shall not be nearing End of sale / End of support at least for next 5 Years from the date of launch; and shall be supported by the Bidder and respective OEM along with service and spares support to ensure its efficient and effective operation for the entire duration of the contract.

**16.4** In case of issues with provided equipment's, the Bidder shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the High Court of Uttarakhand may have against the Bidder under the Contract.

## **17 Stipulated Time Schedule**

The bidder has to follow the given timelines on award of the contract. The key milestone dates ("critical dates") and attached penalty clauses are mentioned in the below table.

T= Date of Issuance of Work Order.

<b>Delivery and Implementation Timelines</b>		
<b>SN</b>	<b>Activity</b>	<b>Timelines for the completion of activity</b>
<b>1</b>	Site survey, Solution Design, Preparation & Acceptance	Max (T + 10 Days)
<b>2</b>	Implementation of project	Max (T + 45 Days)
<b>3</b>	Implementation and Go Live of Complete Setup at Uttarakhand High Court	Max (T + 60 Days)

## **18 Prices**

- 18.1** Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of contract. High Court of Uttarakhand however reserves the right to review the charges payable for the Maintenance and Management of the Infra structure at the beginning of each year or at any time at the request of High Court of Uttarakhand whichever is earlier to incorporate downward revisions as applicable and necessary.
- 18.2** If at any time during the period of contract, the Bidder offers services similar in nature to any other customer or if the OEM offers the Bidder its products, at prices lower than those chargeable under this contract; he shall notify the same to the High Court of Uttarakhand and extend such reduced prices to the High Court of Uttarakhand with immediate effect.

## **19 Change Orders/Alteration/Variation**

Regarding change order, a Change Management Board comprising of representative from bidder and High Court of Uttarakhand shall be formed and details thereof shall be mutually finalized and will be the part of contract.

## **20 Transit and Store Risks**

Any damage during transit or at the time of storage in the premises of High Court of Uttarakhand due to whatsoever reason, cost shall be borne by the successful bidder.

## **21 Suspension of Work**

- 21.1** The Bidder shall, if ordered in writing by the High Court of Uttarakhand's Representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Bidder shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Bidder, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder.

## **22 Completion of Contract**

Unless terminated earlier, the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations mentioned in as mentioned in eTender are fulfilled to the satisfaction of the High Court of Uttarakhand

## **23 Payment Schedule**

**23.1** Payments will be released after successful completion of project, however in case of year end exigency or unavoidable circumstances the payment may be released in advance after approval from Competent Authority/State Government and on receipt of unconditional Bank Guarantee of equal amount from the bidder.

**23.2** All Payments shall be made in Indian Rupees Only

**23.3** Payments should be subject to deductions of any amount for which the Bidder is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per rules.

## **24 Event of Default by the Bidder**

**24.1** The failure on the part of the Bidder to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the Bidder. The events of default as mentioned above may include inter-alia the following:

24.1.1 The Bidder has failed to perform any instructions or directives issued by the High Court of Uttarakhand which it deems proper and necessary to execute the scope of work under the Contract, or

24.1.2 The Bidder has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures/ Contract, or if the Bidder has fallen short of matching such standards/targets as the High Court of Uttarakhand may have designated with respect to any task necessary for the execution of the scope of work under this Contract. The above-mentioned failure on the part of the Bidder may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by the High Court of Uttarakhand;

24.1.3 The Bidder has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the High Court of Uttarakhand, despite being served with a default notice which laid down the specific deviance on the part of the Bidder to comply with any

stipulations or standards as laid down by the High Court of Uttarakhand ;  
or

- 24.1.4 The Bidder's Team has failed to conform with any of the Service/ Facility Specifications/standards as set out in the scope of work of this Tender document or has failed to adhere to any amended direction, modification or clarification as issued by the High Court of Uttarakhand during the term of this Contract and which the High Court of Uttarakhand deems proper and necessary for the execution of the scope of work under this Contract
- 24.1.5 The Bidder has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender and this Contract
- 24.1.6 There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Bidder.
- 24.1.7 The Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.

**24.2** Where there has been an occurrence of such defaults inter alia as stated above, the High Court of Uttarakhand shall issue a notice of default to the Bidder, setting out specific defaults/ deviances/ omissions and providing a notice of 15 days to enable such defaulting party to remedy the default committed.

**24.3** Where despite the issuance of a default notice to the Bidder by the High Court of Uttarakhand the Bidder fails to remedy the default to the satisfaction of the Bidder, the High Court of Uttarakhand may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the High Court of Uttarakhand .

## **25 Consequences of Event of Default**

**25.1** Where an Event of Default subsists or remains uncured the High Court of Uttarakhand may/shall be titled to impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of Services and the project which the Bidder shall be obliged to comply with which may include re-determination of the consideration payable to the Bidder as agreed mutually by the High Court of Uttarakhand and the Bidder orthrough a third party acceptable to both the parties. The Bidder shall in addition take all available steps to minimize loss resulting from such event of default.



**25.2** The High Court of Uttarakhand may, by a written notice of suspension to the Bidder, suspend all payments to the Bidder under the Contract, provided that such notice of suspension:

25.2.1 shall specify the nature of the failure; and

25.2.2 shall request the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder

**25.3** Terminate the Contract in Part of Full

25.3.1 Retain such amounts from the payment due and payable by the High Court of Uttarakhand to the Bidder as may be required to offset any losses caused to the High Court of Uttarakhand as a result of such event of default and the Bidder shall compensate the High Court of Uttarakhand for any such loss, damages or other costs, incurred by the High Court of Uttarakhand in this regard. Nothing herein shall affect the continued obligation of the Bidder and Bidder's Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.

25.3.2 Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the Bidder as may have resulted from such default and pursue such other rights and/or remedies that may be available to the High Court of Uttarakhand under law.

## **26 Termination**

**26.1** The High Court of Uttarakhand may, terminate this Contract in whole or in part by giving the Bidder a prior and written notice in 15 days advance indicating its intention to terminate the Contract under the following circumstances:

26.1.1 Where the High Court of Uttarakhand is of the opinion that there has been such Event of Default on the part of the Bidder which would make it proper and necessary to terminate this Contract and may include failure on the part of the Bidder to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract.

26.1.2 Where it comes to the High Court of Uttarakhand's attention that the Bidder (or the Bidder's Team) is in a position of actual conflict of interest with the interests of the High Court of Uttarakhand, in relation to any of terms of the Bidder's Bid, the Tender or this Contract.

- 26.1.3 Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the High Court of Uttarakhand shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Bidder/System Integrator, and to ensure business continuity
- 26.2** Termination for Insolvency: The High Court of Uttarakhand may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the High Court of Uttarakhand.
- 26.3** Termination for Convenience: The High Court of Uttarakhand , may, by prior written notice sent to the Bidder at least 6 months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the High Court of Uttarakhand 's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- 26.4** The Bidder may, subject to approval by the High Court of Uttarakhand , terminate this Contract before the expiry of the term by giving the High Court of Uttarakhand a prior and written notice at least 12 months in advance indicating its intention to terminate the Contract.

## **27 Consequences of Termination**

- 27.1** In the event of termination of this contract due to any cause whatsoever, the Bidder shall be blacklisted and the empanelment with stand cancelled effective from the date of termination of this contract.
- 27.2** In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated Term of the Contract or otherwise] the High Court of Uttarakhand shall be entitled to impose any such obligations and conditions and issue any clarifications as maybe necessary to ensure an efficient transition and effective business continuity of the project which the Bidder shall be obliged to

comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the High Court of Uttarakhand and/or the successor Bidder/System Integrator, as may be required, to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of this Contract.

- 27.3** Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the High Court of Uttarakhand through re-determination of the consideration payable to the Bidder as agreed mutually by the High Court of Uttarakhand and the Bidder or through a third party acceptable to both the parties may pay the Bidder for that part of the Services which have been authorized by the High Court of Uttarakhand and satisfactorily performed by the Bidder up to the date of termination. Without prejudice any other rights, the High Court of Uttarakhand may retain such amounts from the payment due and payable by the High Court of Uttarakhand to the Bidder as may be required to offset any losses caused to the High Court of Uttarakhand as a result of any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to executing the scope of work under this Contract, the Bidder shall compensate the High Court of Uttarakhand for any such loss, damages or other costs, incurred by the High Court of Uttarakhand. Additionally, the subcontractor / other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the collapse of the Bidder as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the High Court of Uttarakhand and as may be proper and necessary to execute the scope of work under the Contract in terms of the Bidder's Bid, the Tender and this Contract.
- 27.4** Nothing herein shall restrict the right of the High Court of Uttarakhand to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the High Court of Uttarakhand under law.
- 27.5** The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

## **28 Penalty**

Ongoing performance and service levels shall be as per parameters stipulated by the High Court of Uttarakhand in this contract, failing which the High Court of Uttarakhand may, at its discretion, impose Penalties on the Bidder as defined in Section III – General Contract Conditions and Service Level Agreement of the Tender document.

## **29 Liquidated Damages**

- 29.1** If the Bidder fails to complete the entire work before the scheduled completion date or the extended date or if the Bidder repudiates the Contract before completion of the Work, the High Court of Uttarakhand may without prejudice to any other right or remedy available to the High Court of Uttarakhand as under the Contract.
- 29.2** Terminate the contract or a portion or part of the work thereof. The High Court of Uttarakhand shall give 15 days notice to the Bidder of its intention to terminate the Contract and shall so terminate the Contract unless during the 15 days notice period, the Bidder initiates remedial action acceptable to the High Court of Uttarakhand.
- 29.3** The High Court of Uttarakhand may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands (which includes the High Court of Uttarakhand's right to claim such amount against Bidder's Bank Guarantee) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.
- 29.4** Delay not attributable to the Bidder will be considered for exclusion for the purpose of computing liquidated damages.

## **30 Dispute Resolution**

- 30.1** The High Court of Uttarakhand and the Bidder shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.
- 30.2** If, after 15 days from the commencement of such direct informal negotiations, the High Court of Uttarakhand and the Bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution

- 30.3** That in case of any dispute arising between the parties with reference to the contract, interpretation of the terms or any claim whatsoever, any person appointed on mutual consent shall be the sole Arbitrator to decide the matter and the provisions of Arbitration and Conciliation Act 1996 shall be applicable. The firm shall have no objection to the Designated Arbitrator or other appointed person as Arbitrator by him. The place of Arbitration proceedings shall be at Nainital.
- 30.4** The Arbitration and Conciliation Act 1996, the rules hereunder and any statutory modification or reenactments thereof, shall apply to the arbitration proceedings.
- 30.5** The Arbitration proceedings shall be held in Nainital, India.
- 30.6** The Arbitration proceeding shall be governed by the substantive laws of India.
- 30.7** The proceedings of Arbitration shall be in English language.
- 30.8** If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- 30.9** The Arbitral Tribunal shall give reasonable award and the same shall be final, conclusive and binding on the parties.
- 30.10** The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

### **31 Severance**

In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

### **32 Governing Language**

The Agreement shall be written in English language. Such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English/Hindi language only.

### **33 Publicity**

The Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the High Court of Uttarakhand first gives the Bidder its written consent.

### **34 Force Majeure**

- 34.1** Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
- 34.2** The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The High Court of Uttarakhand will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- 34.3** In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

### **35 General**

#### **35.1 No Assignment**

The Bidder shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the High Court of Uttarakhand .

### **35.2 Entire Contract**

The terms and conditions laid down in the Tender and all annexure thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.

### **35.3 Governing Law**

This Contract shall be governed in accordance with the laws of India.

### **35.4 Jurisdiction of Courts**

The High courts of Uttarakhand have exclusive jurisdiction to determine any proceeding in relation to this Contract.

### **35.5 Compliance with Laws**

The Bidder shall comply with the laws in force in India in the course of performing this Contract.

### **35.6 Notices**

A "notice" means:

35.6.1 A notice; or

35.6.2 A consent, approval or other communication required to be in writing under this Contract.

All notices, requests or consents provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered.

### **35.7 Waiver**

35.7.1 Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

35.7.2 A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

35.7.3 The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

### **35.8 Modification**

Any modification of this Contract shall be after mutual agreement in writing and signed by authorized representatives of each Party.

### **35.9 Application**

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

### **36 Uttarakhand Procurement Rules and IT Act 2008**

Besides the terms and conditions stated in this document, the contract shall also be governed by the overall acts and guidelines as mentioned in Uttarakhand Procurement Rules and IT Act 2008 (Amendment) Act 2008 herein after referred to as ITAA 2008.

### **37 Service Level Agreement & Targets**

The prime objective of the project is to provide virtual services of proceedings at the Uttarakhand High Court. In order to ensure that the required services are available round the clock, in an efficient manner, a Service Level Agreement (SLA) is to be signed between High Court of Uttarakhand and the successful bidder. Therefore, the SLA would be critical in implementation.

Service Level Agreement (SLA) shall become the part of Agreement between High Court of Uttarakhand and the Successful Bidder. SLA defines the terms of the Successful Bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in this section. The Successful Bidder has to comply with Service Levels requirements to ensure adherence to Project timelines, quality and availability of services.

**Note:** Penalties shall not be levied on the Successful Bidder in the following cases:

- a.a** There is a Force Majeure event effecting the SLA which is beyond the control of the Successful Bidder
- a.b** The non-compliance to the SLA has been due to reasons beyond the control of the Bidder.
- a.c** Theft cases by default would not be considered as "beyond the control of Bidder". However, certain cases, based on circumstances & certain locations, High Court of Uttarakhand may agree to qualify as "beyond the control of



Bidder". Damages due to any accident / mishap shall be considered as "beyond the control of Bidder"

**37.1 Measurement of SLA**

- The SLA metrics provided specifies performance parameters as baseline performance, lower performance and breach.
- The SLA also specifies the liquidated damages for lower performance and breach conditions. Payment to the vendor/SI is linked to the compliance with the SLA metrics.
- The aforementioned SLA parameters shall be measured as per the individual SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools to be provided by the SI and audited by High Court of Uttarakhand or its appointed Consultant for accuracy and reliability.
- Total liquidated damages to be levied on the SI shall be capped at 10% of the total contract value. However, High Court of Uttarakhand would have right to invoke termination of the contract in case the overall liquidated damages equals 10% of total contract value.

**37.2**

**(a) Delivery and Implementation SLA**

ACTIVITY	TIMELINES FOR THE COMPLETION OF ACTIVITY	PENALTY FOR DELAY *
Delivery and Implementation as per Scope of work	60 days from the date of issue of work order	5% of the Bid Value cost and additional 2% later on for each week of delay subjecting to maximum 10% of penalty followed by forfeit of BG.

**(b) Service Hours and Preventive Maintenance:** The Service window for the Live Streaming system would be 24x7x365.

1. For first 03 years preventive maintenance is to carried out on yearly basis as and when required by the High Court.

**2. Scheduled Downtime:**

- a) Scheduled downtime is defined as the period of time when the Live Streaming in not functioning on account of Holidays.
- b) It will be expressed in Hours.
- c) The maximum scheduled downtime for any audio video unit would be 4 days every calendar month.

d) The preventive maintenance would be carried out with a minimum advance notice of 24 hours in writing and subsequent acceptance of the same by Registrar General, High Court of Uttarakhand.

**3. Mean Time To Resolve (MTTR):** MTTR is defined as the arithmetic average of the time taken to attend to resolve the issues logged over a defined period of time. The Severity Levels for measuring MTTR is-

- a) Recording, transmitting and retrieval/downloading of data for all the system-High Severity
- b) Other faults-Low Severity

**4.** The various Service Level Requirements and related penalties for default are given below:

- a) The Successful Bidder needs to maintain the Service Levels as follows:
- b) 99% of the times for the MTTR of High Severity Events
- c) 95% of the times for the MTTR of Low Severity Events

**5.** The penalty will be applicable on per fault basis even if there is a commonality of fault at any point causing full or part failure of services. Penalty will be deducted from the performance guarantee submitted against due execution of the Contract or from the bill amount that is due for payment to the contractor.

**6.** After the expiry of Warranty, it shall be optional for Registrar General, High Court of Uttarakhand not to enter the contract further with the contractor. If Registrar General, High Court of Uttarakhand is not satisfied with the performance of the Contractor during Warranty it reserves the right to terminate the same during its currency, after giving notice to the Contractor.

**7.** The Contractor has to maintain adequate spares for maintaining the SLA (Service Level Agreement) parameters as mentioned below. Any cost involved to meet the service level requirements specified above is to be borne by the Bidder.

**8.** In case the Service Level Requirements are violated continuously for a period of one month, the Purchaser reserves the right to terminate the Contract by giving a written notice to the Successful Bidder.

Parameter	Details	Measurement Criteria	Penalties per day of delay / per fault / per occasion
Mean time to resolve (MTTR)	(i) Within 24 Hours from the call logging time – for all High Severity events (ii) Within 48 hours from the time of attending the problem for all Low severity events	Calculation of fault duration per instance based on complaint reported /logged	(i) For High Severity events, Rs. 10,000/-. (ii) For Low Severity events, Rs. 1,000/-.

## **9. Comprehensive Annual Maintenance Contract (CAMC) Post Warranty**

Complete system will be covered under post warranty Comprehensive AMC as per rates quoted in the price bid for a period of 36 months from T (date of start). The post warranty comprehensive AMC rates quoted in price bid for 3 years shall be included in the evaluation. During the post warranty comprehensive AMC period all software/ services etc. as required to rectify any defect / fault; will be provided by the successful bidder at no extra cost to High Court. Material / hardware /spares as required for such maintenance would also be provided by the bidder.

### **10. Comprehensive AMC comprises of the following services as a minimum**

- a) Routine maintenance service: This is an on-site maintenance, which should be carried out four times in a year. Purpose of visit is to check system health and problem solving.
- b) Breakdown maintenance service: In case of system breakdown, Successful bidder shall depute Engineers to restore the system at the earliest, within 24 Hours.
- c) Software support and technical services: Software additions / modifications, technical assistance to Purchaser's Engineers, technical discussions with Purchaser's Engineers /Technicians at successful bidder's facility etc. are included.
- d) During warranty period / defect liability period, the bidder shall depute at least two person who shall be placed in the control room and who shall be responsible for the daily maintenance of the system. Any replacement (including packing, shipping, any required payments, etc.) shall be the bidder's responsibility without any financial commitments from High Court. All replacements shall be completed in max 2 working days.
- e) Confidentiality of the network, configurations, systems, administrative/other passwords, and other sensitive documents/drawings/layouts/reports shall be maintained.

## **38 Issue Management Procedures**

### **38.1 General**

38.1.1 Issue Management process provides for an appropriate management structure towards orderly consideration and resolution of business and operational issues in the event of a quick consensus not reached between High Court of Uttarakhand and Bidder.

38.1.2 Implementing such a process at the commencement of services shall significantly improve the probability of successful issue resolution. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at operational levels.

## **38.2 Issue Management Procedures**

- 38.2.1 Either High Court of Uttarakhand or Bidder may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- 38.2.2 The High Court of Uttarakhand and the Bidder will determine which committee or executive level should logically be involved in resolution. A chain of management escalation is defined in the document.
- 38.2.3 A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- 38.2.4 The High Court of Uttarakhand and the Bidder shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The Bidder will then communicate the resolution to all interested parties.
- 38.2.5 In case the issue is still unresolved, the arbitration procedures described in the Contract will be applicable.

## **38.3 Responsibilities of the Parties**

### **BIDDER**

- 38.3.1 Bidder is responsible for executing this contract and delivering the services, while maintaining the specified performance targets.
- 38.3.2 Additionally, the Bidder is responsible for:
- Reporting problems to High Court of Uttarakhand as soon as possible
  - Assisting High Court of Uttarakhand
  - Providing early warning of any organizational, functional or technical changes that might affect Bidder's ability to deliver the services.
  - Assisting High Court of Uttarakhand to address and resolve issues from time to time.
- 43.4.1 Bidder shall take immediate action to identify problems and follow up with appropriate action to fix them as quickly as possible

### **HIGH COURT**

High Court of Uttarakhand is responsible for:

- Reporting defects and problems to the Bidder as soon as possible

- Assisting Bidder for site clearance
- Providing early warning of any organizational, functional or technical changes that might affect Bidder's ability to deliver the services
- Assisting Bidder to address and resolve issues from time to time

### **43.5 Penalties**

43.5.1 The total deduction should not exceed 10 % of the total contract value.

43.5.2 Two consecutive deductions of more than 4% of the total contract value on account of any reasons, will be deemed to be an event of default and termination General Conditions of the Contract and the consequences shall follow.

## Section IV: Solution Overview – Live Streaming of Court Proceeding Solution

### PURPOSE:

- To live stream and record the proceedings of 2 Courts and to transform said Courts/Court Rooms into Hybrid Court Rooms, that are ready for any type of hearing allowing better experience than virtual hearings and physical hearings for all the stakeholders as per guidelines mentioned in the Model Rules for Live-Streaming and Recording of Court Proceedings, e-Committee, Hon'ble Supreme Court of India (<https://ecommitteesci.gov.in/document/model-rules-for-live-streaming-and-recording-of-court-proceedings/>)
- To provide training to Court staff to execute the entire solution as and when required.
- Live-streaming of proceedings is crucial to the dissemination of knowledge about judicial proceedings and granting full access to justice to the litigant. Access to justice can never be complete without the litigant being able to see, hear and understand the course of proceedings first hand. Apart from this, live-streaming is an important facet of a responsive judiciary which accepts and acknowledges that it is accountable to the concerns of those who seek justice. Live-streaming is a significant instrument of establishing the accountability of other stake-holders in the justicing process, including the Bar.
- It is a holistic way of using the technology to “virtually” expand the court beyond the four walls of the courtroom. Live-streaming of court proceedings facilitates the public to witness live court proceedings which they otherwise could not have due to logistics issues and infrastructure restrictions. As the technologies have been developed and more affordable, Live-streaming can be done without any disturbances to the administration of justice or the dignity and Majesty of the court hearings. The structured and phased manner implementation approach will result in successful live- streaming of court proceedings.
- Live Streaming of Court proceedings is to be implemented in two Courts initially, which may be extended further for all/more Courts subject to approval of competent authority and availability of budget.

## **COMPONENTS NEEDED AND SOLUTION OVERVIEW**

### **1. GENERAL**

- Cameras will be ordinarily installed in the courtroom covering at least five angles; one towards the bench, the second and third towards the advocates engaged in the concerned matter, the fourth towards the accused (where applicable) and the fifth towards the deponent/witness, as per requirement.
- If the court has employed an electronic evidence presentation system, an additional feed shall be captured there from.
- A remote-control device shall be provided to the presiding judge on the bench to pause or stop the live streaming at any time.
- Advocates, witnesses, accused, or any other person permitted by the bench, shall use appropriate microphones while addressing the court.
- In so far as a remote location is concerned, appropriate hardware will be deployed to the extent practicable, bearing in mind the provisions made in the aforementioned sub-rules.
- Where proceedings are conducted through weblinks, including video conferencing services, appropriate software and hardware will be employed, if necessary, to generate an integrated feed for live streaming.
- A dedicated control room (DCR) shall be set up by the successful bidder including ICT and Non ICT components as per guidelines mentioned in the Model Rules.
- The DCR shall, inter alia, comprise technical and video- recording experts. The DCR will monitor and track proceedings as they are live streamed, recorded, and transcribed. The DCR shall ensure that nothing uncivil or inappropriate is streamed in the public domain.

### **2. Storage and Access:**

- The recordings will be archived.
- Recordings may be uploaded, wholly or in part, on the Courts' website or made available on other digital platforms, as directed by the court.
- Access to copies of the recordings not uploaded will be sanctioned by the designated officer, who will act as per law.
- The archived data should ordinarily be retained by the court for at least six months, subject to special directions issued by the concerned bench in a particular case.
- Archived data shall be stored in electronic devices in encrypted form with a specific hash (#) value.

### **3. Relay of Proceedings and Recordings:**

- Personal information such as date of birth of parties, home address, identity card number, bank account information, and the personal information of related parties, such

as close relatives, witnesses and other participants, will be deleted or muted during Live streaming. However, such Proceedings will be preserved in the archival data.

- Subject to limitations, the live stream shall commence as soon as the bench assembles and instructs the court staff to start the proceedings and shall end when the bench signals its conclusion for the day.
- There shall be a delay of ten minutes in streaming, which may be changed as per the direction of the Court.
- The live streaming shall be carried out from the designated venue as decided by the bench.
- The content of the recording will be vetted and shall be posted, usually within three days of the conclusion of the proceedings. The same shall be posted on the Courts' website or made available on such digital platforms, as directed by the court.
- Any unauthorised usage of the live stream will be punishable as an offence under the Indian Copyright Act, 1957, Information Technology Act, 2000, and other provisions of law, including the law of Contempt.

#### **4. Dedicated room(s) for live streaming:**

In order to decongest the court rooms, dedicated room(s) for viewing the live stream may be made available within the court premises. Access shall be given to law researchers, staff, litigants, academicians, and media personnel authorised to enter the court premises upon receipt of necessary permissions/approvals. Appropriate arrangements shall be made to enable viewing of live streams from multiple benches within this/these room(s). Special arrangements will be made for differently abled persons.

#### **5. Functional requirement/Unit**

Following is the list of bare minimum components needed in every single court room for live streaming of court proceedings.

**5.1** At least three units of high zoom and high-resolution cameras are required to capture court proceedings for each court hall. One to focus on Hon'ble Judge's dais, which is desk mountable model /Ceiling mountable model. The other cameras would be facing the Court Room, primarily on Witness Box & Advocates , these can be placed on side walls or ceiling . The cameras should be placed in such a way that they do not obstruct anybody's view.

**5.2** To capture the audio, microphones are required. One or two mics can be placed on the dais for Hon'ble Judges, while 2-3 mics are required for advocates and one mike for Bench Secretary will also be required. In the case of witness, provision can be made one extra mic.



- 5.3 Now-a-days, a global shift is observed in meetings and events, moving from in-person gatherings to a more virtual implementation. Virtual meeting apps like Microsoft Teams, Cisco WebEx, Google Meet, Zoom, VidyoConnect etc., provide real-time collaboration. A right virtual meeting app can spin a single meeting into more focused meetings in the middle of a call. It is important to get innovative with virtual meetings, and leveraging the app can make the experience better than in-person meetings. Moreover, getting creative with collaborative features can result in greater productivity in meetings.
- 5.4 All-in-one PC (touch screen) with good quality camera and audio device is proposed for Hon'ble Judges to join in online hearing. For Higher quality executive VC desktops may also be used.
- 5.5 The audio and video output from the All-in-One-PC / executive VC Desktop placed on the dais, video output from the cameras and audio output from the microphones are connected to the Audio/Video Mixer or CODEC installed inside the court hall. An all-in-one AV mixer combines the twin functions of audio mixing and video switching in one stand-alone device. This AV mixer typically has enough input ports to connect cameras, mics and secondary sources. For better quality CODEC can also be used.
- 5.6 The Audio Video Output may be transferred to the streaming server. The audio and video output from AV mixer / CODEC may be streamed directly or through streaming server via any streaming application like, Youtube or via Court owned streaming application. The output will also be shared to the Display Units installed inside the court hall and DCR.
- 5.7 The dimension of Court Halls plays an important role in planning for installing Video Conferencing equipments inside it. For clear visibility, one or more number of display screens can be installed for Hon'ble Judges, advocates and other stakeholders.

### **3 Implementation Model**

#### **a All-in-one PCs**

Touch screen All-in-one PCs (FHD/4k Webcam + Microphone + Speakers + Wi- Fi / Warranty) should provide consistent performance during web-based Video conferencing.

#### **b Camera**

The camera will need to have Power supply and connectivity to CODEC over HDMI and LAN cable. Cameras should be equipped with facilities like zoom in / out, remote controlling features to focus on some particular area. It should have provision for mounting on walls / ceiling. Feasible solution would also be required for high ceilings.

### **c Microphones**

The Microphones should have features like noise suppression, mute /unmute, remotely controlled. The microphones have to be connected with CODEC, so proper compatibility is required. Since all microphones may work in tandem, there should be no echo. Microphones sensitivity should be configurable, so that beyond the configured distance audio will not be picked up.

### **d AV MIXER / CODEC**

The device collates the video feed and audio feed and process the image and sound to create a single real-time IP Video stream. Codec is an abbreviation for a hardware box that performs Encoding-Decoding from digital & analog to IP. The Codec will need to have power supply for processing. The Codec will include HDMI & Ethernet (RJ-45) cables for connecting to the camera, microphones a well as to internet.

### **e Display Screen**

The Video and Audio output of Display Units must be clear and audible to the Hon'ble Judges, Advocates and others who are attending the Courts.

### **f Space for Display Units**

Space for installing the Display Units is carefully identified so that it can be viewed by Hon'ble Judges, advocates and others present inside the Court Hall.

### **g Network connectivity**

Strong and reliable internet connectivity with good bandwidth is required for Video Conferencing to ensure the seamless execution. Poor connectivity disturbs the quality of live streaming. The available Broadband, NICNET / UKSWAN / BSNL network connectivity may be used for conducting Video Conference.

### **h Audio Setup**

If required as per the size of court room, speakers of good quality along with amplifier system can be installed in the court room for better audio quality.

### **i Security**

Video conferencing apps provide many benefits, but they also present with the challenge of ensuring that their users and the data they work with remain secure when using these apps. The current situation has made video conferencing an indispensable part of the remote workplace. As these kinds of apps become more commonplace and more integrated into the business environment, security becomes an even more significant issue. High data security and privacy is a paramount issue. Also controlling modification/reuse of the video streaming content by third parties will be a challenging task.

### **j Always update to the latest version**

Patches are there for a reason either to add new features or to fix bugs and vulnerabilities. The regular updation of software (Operating system and Application) is necessary to address vulnerabilities which may be present in the system.

**k Installing Anti-Virus software**

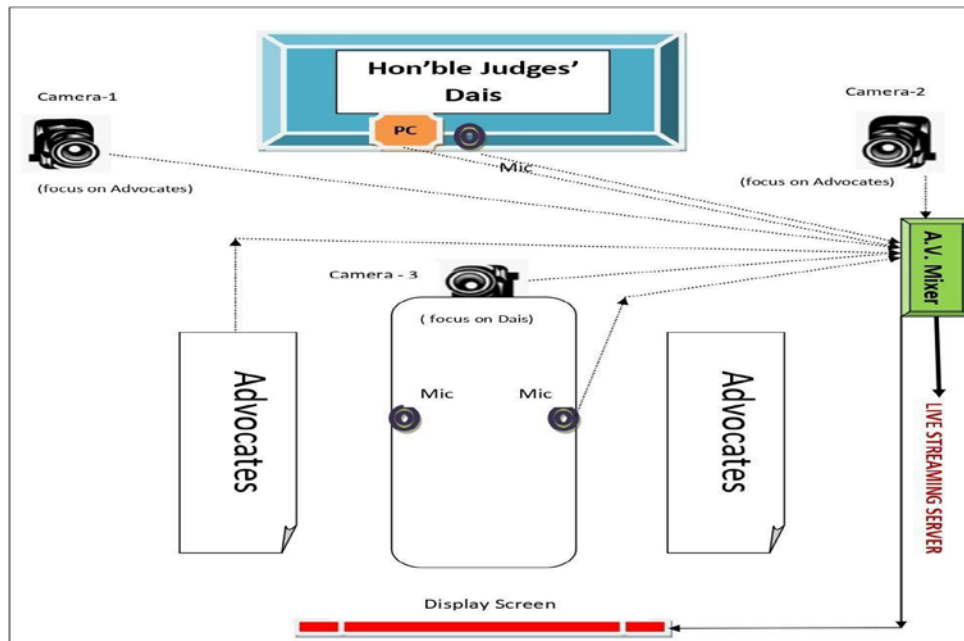
Authorized Anti-Virus software will protect the system from malware that includes viruses, worms, Trojan horses, root kits, spyware, and adware.

**l Maintenance of Audio/Video Files**

For record purposes and for any future reference the A/V files till 6 months are to be stored either in cloud with two copies of footage i.e. original and live streamed copy. A proper file naming convention is to be in place for easy reference at a later date, the file name of each content may likely referring to the Bench ID, Cause List Date and Type of Cause List and a unique number generated for each file.

**m Technical Man-Power requirement**

SN	Nature of Work	Manpower
1	Operator for Managing end to end Live Streaming of Court	1 Person Per Court Room
2	Live Streaming control room Operators to control the A/V output as per the requirement	2 Person in Control Room in the Court Complex



Draft birds eye view of Legal requirements for establishment of a suitable mechanism

**n Social Platforms** – Streaming can be done directly using social platforms like Facebook, YouTube, Twitter, LinkedIn, or similar. This should be achievable directly without any commercials involved. However, the Court must maintain an official YouTube, Facebook, Based

on the above components, the sample diagram of the end-to-end call flow is depicted as follows:

Apart from the supply, installation, commissioning of aforesaid ICT components, the bidder shall be also liable to below mentioned Non ICT Components-

- Fixing and installation of electrical points with input supply from UPS.
- Fixing and installation of I/O ports with LAN cabling (CAT-6)
- Fixing and installation of 12 U Rack etc., to house ICT components in the Court room.
- Furniture as per the requirement of court room (optional)
- Acoustic arrangements as per the requirements of court room
- Creation of Dedicated Control Room in existing place including entire ICT and non ICT work (including furniture)

#### 4 MINIMUM SPECIFICATIONS AND QUANTITY OF HARWDRAE ITEMS

SN	Item Description	Tentative Qty *
1	<p><b>GOOSENECK MICROPHONE</b></p> <p>SITC of Gooseneck Microphone. It should be pre polarized condenser microphone having Cardioid or better polar pattern, shall have frequency response of 50Hz to 20kHz, length of the microphone shall be more than 420mm, Should have Max SPL Level of 125dB or more, it should support phantom power from 12v to 48v, Should come with base having programmable mute/unmute button, Should be RF interference free from other wireless devices, should have muted/ unmuted status LED Indication etc.</p>	5 for each Court Room
2	<p><b><u>Video conferencing Codec with 3 cameras</u></b></p> <p>SITC of Video Conferencing Unit for Court Room with minimum 3 x 1080p60fps, 20x optical Zoom Cameras, Touch Panel. VC Codec, Cameras and Touch Panel should be from Same OEM. Codec should support standard H.232 and SIP Protocols, H.264, G.711, G.722 or better, H.239, BFCP for content sharing. The Codec should have 3-5 x FullHD 1080p60 fps inputs to connect to 3-5 cameras directly. The Codec should combine video of 3-5 cameras into a single video stream</p>	1 for each Court Room
3	<p><b>Network</b></p> <ul style="list-style-type: none"> <li>a Minimum 10 Mbps (1:1) Internet Connectivity from available ISP (will be provided by High Court)</li> <li>b Network Switch : Manageable 100/1000 Mbps, 24 Port , Backplane capacity 48 Gbps</li> </ul>	1 for each Court Room
4	<p>Cloud Meeting License supporting 1000 participants in a single meeting with participants joining from H.323/SIP VC Endpoints, PC, Laptop, Windows, Mac, Linux, iOS and Android.</p> <p>The Meeting application should support:</p> <ol style="list-style-type: none"> <li>1. 1000 Participants in a single meeting</li> <li>2. Content Sharing</li> <li>3. Chat amongst Meeting Users</li> <li>4. Presentation Sharing</li> <li>5. Mute/Unmute Participants</li> <li>6. Force Mute Participants</li> <li>7. Password Protected Recording on Cloud</li> <li>8. Recording on Local Host PC</li> <li>9. Captioning</li> <li>10. Force Layout to all participants</li> </ol> <p>Cloud Storage to archive live streaming a/v of minimum 6 months with original and live streamed copy of footage.</p> <p>The meeting application should manage the VC Endpoint provided in Item 1: Allot dedicated SIP Address to each endpoint for Internal and external calling.</p> <ol style="list-style-type: none"> <li>1. Push Directory of all VC Endpoints registered</li> </ol>	2 (1 for each Court room)

	<p>2 Centrally Management of All VC Endpoints and configuration changes</p> <p>3 Automatic Software Upgradation of Codecs to latest Software Versions</p> <p>4 Access Phone Book for all Vc Devices registered to Vc Application 5 years subscription</p>	
5	<p>All in one touch PC minimum 10<sup>th</sup> Generation Intel® Core™ i5 Processor 10500 (3.1 GHz base frequency, up to 4.5 GHz, 12 MB L3 cache, 6 cores) or above , Intel Q series or Compatible with Processor, 60.45cms (23.8) FHD (1920x1080) IPS 250nits Non-Touch Display, Minimum 2 GB Graphic card,16 GB DDR4-2666 MHz RAM (1 x 16 GB)2 SODIMM ,512 GB M.2 SSD + 1 TB 5400 HDD, Slim DVD-Writer, 1 headphone/microphone combo ,1 Super Speed USB Type-C, 1 Super Speed USB Type-A ,1 RJ-45; 1 Display Port, 4 Super Speed USB Type-A, 1 HDMI-in , Wireless USB Keyboard (US/International)/ Wireless, USB Mouse ( Same make as Desktop OEM ),3Wx2 or Higher,5 MP IR camera (Pull Up) with digital Microphone ,Integrated 100/1000M/Intel Wi-Fi 6 AX200 11AX (2x2) &amp; Bluetooth® 5.0120W external power adapter/Preloaded OEM Base Windows 10 Pro , Microsoft Office 365 for Windows 5 years Onsite (better) or depot warranty, accidental damage service highly recommended.</p>	2 (1 for each Court room)
6	<p><b>(a)Smart DISPLAY for Court Room</b></p> <p>4K UHD ( 3840 X 2160 ) Edge LED display, Diagonal Size : 55" or above 350 nits, Contrast ratio- 4000:1, Color Gamut- 92% HDMI X 2, DVI-D X 1, USB X 2, RJ45 X 1, Audio IN X1, External Control- RS232C(in/out) through stereo jack, RJ45 Stereo Mini Jack Audio 10W+10W in built speaker, IP Rating:IP5X Office 365/PC less Conference/VM ware Horizon. Quad Core CPU/8GB Storage/8 Ms response time /Auto source Switching and recovery/Dust proof EMC FCC Class "B 5 years warranty</p> <p><b>(b) Smart DISPLAY for Court Room</b></p> <p>4K UHD ( 3840 X 2160 ) Edge LED display, Diagonal Size : 43" or above 350 nits, Contrast ratio- 4000:1, Color Gamut- 92% HDMI X 2, DVI-D X 1, USB X 2, RJ45 X 1, Audio IN X1, External Control- RS232C(in/out) through stereo jack, RJ45 Stereo Mini Jack Audio 10W+10W in built speaker, IP Rating:IP5X Office 365/PC less Conference/VM ware Horizon. Quad Core CPU/8GB Storage/8 Ms response time /Auto source Switching and recovery/Dust proof EMC FCC Class "B, 5 years warranty</p>	2 each for each Courts
7	<p><b>SPEAKERS (pair)</b></p> <p>Supply, installation, testing and commissioning of 2-way IP55 rated (as per IEC 529) indoor/outdoor surface mounted music loudspeaker. The loudspeaker shall meet the following performance criteria: Usable Frequency range (-10dB) of 65Hz to 20kHz; Power handling of 200Watt peak; Nominal dispersion of 130°(H) × 130°(V); Sensitivity of 87 dB SPL and Max SPL of 110 dB SPL peak; Nominal impedance of 8 Ohms with an Integral multi-tap Transformer with selectable tap settings of 6/12/25/50W@100V or better. The loudspeaker system shall be comprised of a powder-coated aluminum grill; 5.25-inch weather- treated woofer and 1-inch</p>	1 for each Court room

	neodymium dome tweeter coaxially mounted enclosed in engineered-plastics with an In-built waveguide designed to provide uniform area coverage across the loudspeakers frequency range.UL-1480A rated and shall be packed in pairs. 5 years warranty	
<b>8</b>	<b>AUDIO AMPLIFIER</b> SITC of Class D configurable amplifier with a digital signal processing architecture running at 48 kHz / 24 bit .The Amplifier shall have 400 watts output power asymmetrically distributed across 4 output channels with selectable 4/8ohms, 70/100 Volt or mixed use operation.The amplifier shall have four analog and dante channels; Frequency Response : 20Hz - 20kHz ; S/N Ratio > 100db and THD < 0.04% at rated output. Built in DSP for Matrix routing, Speaker EQs, delays etc. Phoenix Input and output terminals, Built in DSP for Matrix routing, Speaker EQs, PEQ , bandpass , delays etc 5 years warranty	1for each Court room
<b>9</b>	<b>AUDIO DSP</b> SITC of conferencing digital audio DSP with 32-bit fixed/floating-point DSP 456 MHz/ARM Cortex-A8 600 MHz processor or better with following features and specifications are required. The DSP shall have 12 balanced inputs and 8 balanced output channels for microphone or line- level analog audio signals, each independently controllable . The DSP shall contain 12 channels of acoustic echo cancellation (AEC), with multiple references, routable to analog and/or Dante® inputs. 5 years warranty	1 for each Court
<b>10</b>	1x4 18G HDBaseT Distribution kit including 4 Receivers 5 years warranty	1 for each Court
<b>11</b>	12 channel mixer 5 years Warranty	1 for each Court
<b>12</b>	Visualiser / Document Camera 5 years warranty	1 for each Court
<b>13</b>	2KVA / 1800 Watts UPS ,30 Min Backup,Genset Compatible , LCD Display,140 – 240 V ,Input Frequency 50 Hz + - 10%,IP Voltage 230 / 240 V AC, Output Voltage 72V (7AH * 6 Nos. battery inside) , Charging Time 4-6 hours ,5 years of electrical including Battery	1 for each Court
<b>14</b>	DCR (with all ICT and Non ICT equipments)	1 in the campus

**Note:**

- (1) All the proposed equipments must be of reputed brands having good track record with bid specific authorization.
- (2) The solution shall be including of required Manpower as mentioned in the Section IV: Solution Overview – Live Streaming of Court Proceeding Solution for next 3 years.
- (3) The quantity mentioned above is for reference only. It may increase of decrease as per actual requirement.

## Form 1: Covering Letter

(To be submitted on the Bidder letterhead)

To,

The Registrar General,  
High Court of Uttarakhand.

Sir,

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Sub: Submission of proposal in response to eTender for Live Streaming and Recording of Court Proceeding on turnkey basis at High Court of Uttarakhand, as per guidelines mentioned in the Model Rules for Live-Streaming and Recording of Court Proceedings, e-Committee, Hon'ble Supreme Court of India

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- 1 Having examined the eTender, we, the undersigned, hereby submit our proposal in response to your eTender notification for above project proposal; in full conformity with the said eTender document.
- 2 We agree to abide by this Proposal, consisting of this letter, the Qualification Criteria forms and the Technical Proposal form, the duly notarized Board Resolution/ Power of Attorney, and all attachments, for a period of 180 days from the date fixed for submission of Proposals as stipulated in the eTender modification resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 3 If we are entrusted this project, we undertake to provide Performance Bank Guarantee in the form and amount prescribed.
- 4 We hereby declare that all the information and statements in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- 5 If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the eTender, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.
- 6 We understand you are not bound to accept any proposal you receive

Dated this (date / month / year)

Authorized Signature [in full and initials]

Name of Authorized Signatory

Designation of Authorized Signatory

Name of Bidder

Address



## Form 2: General Information

Sr. No.	Particulars	Details to be Furnished
1.	Details of responding Bidder	
a)	Name	
b)	Address	
c)	Telephone No.	
d)	Fax No.	
e)	Website	
2.	Details of Contact Person	
a)	Name	
b)	Designation	
c)	Address	
d)	Telephone No.	
e)	Mobile No.	
f)	Fax No.	
g)	Email	
3.	Details of Authorized Signatory (please attach proof)	
a)	Name	
b)	Designation	
c)	Address	
d)	Telephone No.	
e)	Mobile No.	
f)	Fax No.	
g)	Email	
4.	Information about responding Bidder	
a)	Status of Bidder (Public Ltd. / Pvt. Ltd etc.)	
b)	No. of years of operation in India	
c)	Details of Registration (Ref e.g. ROC Ref #)	
d)	No. of Resources/ Staff in India	
e)	Locations and addresses of offices (in India and overseas)	

### **Form 3: Performa of Compliance letter/Authenticity of Information Provided**

(Shall be submitted as scanned copy on Bidder's letterhead duly signed by Authorized signatory)

Date:

To,

The Registrar General,  
High Court of Uttarakhand.

### **Sub: Compliance with the tender terms and conditions, requirements and Eligibility Criteria**

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Ref: "Submission of proposal in response to eTender for Live Streaming and Recording of Court Proceeding on turnkey basis at High Court of Uttarakhand, as per guidelines mentioned in the Model Rules for Live-Streaming and Recording of Court Proceedings, e-Committee, Hon'ble Supreme Court of India

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Dear Sir,

- 1 With reference to above referred tender, I, undersigned <<Name of Signatory>>, in the capacity of <<Designation of Signatory>>, is authorized to give the undertaking on behalf of <<Name of the bidder>>.
- 2 We wish to inform you that we have read and understood the technical specification and total requirement of the above-mentioned bid submitted by us on DD.MM.YYYY.
- 3 We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliant with specifications mentioned in the bid document.
- 4 We also explicitly understand that all quoted items meet technical specification of the bid & that such technical specification overrides the brochures/standard literature if the same contradicts or is absent in brochures.
- 5 In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of HIGH COURT OF UTTARAKHAND Tender Committee for disqualification will be accepted by us.
- 6 The Information provided in our submitted bid is correct. In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/ PBG/cancel the award of contract. In this event, HIGH COURT OF UTTARAKHAND reserves the right to take legal action on us.

Thanking you,

Dated this \_\_\_\_\_ day of \_\_\_\_\_ YYYY

Signature: \_\_\_\_\_

(In the Capacity of): \_\_\_\_\_

Duly authorized to sign bid for and on behalf of

\_\_\_\_\_

Note: This form should be signed by authorized signatory of bidder

#### Form 4: Bid Processing Fees & Earnest Money Deposit Details

##### Bid Processing Fees & Earnest Money Deposit Details

Sr. No	Item	Amount (In Rs.)	Name of the Bank & Branch	Demand Draft/ Bankers Cheque/ Bank Guarantee/ FDR Details
1	Bid Processing Fees (Tender Fee)			
2	Earnest Money Deposit (E.M.D.)			

**Form 6: Format of Performance Bank Guarantee**

Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No

Date:

To

Registrar General,  
High Court of Uttarakhand.

Dear Sir,

WHEREAS..... (Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Contract dated, 2019 (hereinafter referred to as "the Contract") to implement for HIGH COURT.

AND WHEREAS it has been stipulated in the said Contract that the Bidder shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank or the sum specified therein as security for Selection of vendor for Live Streaming and Recording of Court Proceeding on turnkey basis at High Court of Uttarakhand, as per guidelines mentioned in the Model Rules for Live-Streaming and Recording of Court Proceedings, e-Committee, Hon'ble Supreme Court of India

WHEREAS we\_\_\_\_\_ ("the Bank", which expression shall be deemed to include it successors and permitted assigns) have agreed to give HIGH COURT) the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

1 The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the BIDDER to HIGH COURT OF UTTARAKHAND under the terms of their Agreement dated \_\_\_\_\_ on account of full or partial non-implementation and/or delayed and/or defective supply of video conferencing equipment's to shared Locations. Provided, however, that the maximum liability of the Bank towards HIGH COURT OF UTTARAKHAND under this Guarantee shall not, under any circumstances, exceed \_\_\_\_\_in aggregate.

2 In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from HIGH COURT OF UTTARAKHAND stating full or partial non-implementation and/or delayed and/ or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to HIGH COURT OF UTTARAKHAND any and all sums demanded by HIGH COURT OF UTTARAKHAND under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from HIGH COURT OF UTTARAKHAND to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

\_\_\_\_\_

\_\_\_\_\_  
Attention Mr. \_\_\_\_\_

3 This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of contract plus three additional months from the date of its execution.

4 The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged or otherwise affected by:

i any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.

ii any breach or non-compliance by the Operator with any of the terms and conditions of any Agreements/credit arrangement, present or future, between Operator and the Bank.

5 The Bank also agrees that HIGH COURT OF UTTARAKHAND at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against BIDDER and not withstanding any security or other guarantee that HIGH COURT OF UTTARAKHAND may have in relation to the BIDDER's liabilities.

6 The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of HIGH COURT OF UTTARAKHAND or any other indulgence shown by HIGH COURT OF UTTARAKHAND or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.

7 This Guarantee shall be governed by the laws of India and only the courts of State Capital shall have exclusive jurisdiction in the adjudication of any dispute, which may arise hereunder.

Dated this the .....Day of .....

Witness

(Signature)

(Name)

(Signature)

Bank Rubber Stamp

(Name)

(Official Address)

Designation with Bank

Stamp Plus Attorney as per

Power of Attorney No

Dated:

## SECTION V-ELIGIBILITY CRITERIA FORMS

### 1 Form No. E1: Certificate of Registration/Incorporation

SN	Name of Organization	Address	Certification Date	Copy of Certificate of Registration /Incorporation uploaded?
1				
2				

Note: Please fill this form and upload the copy of Certificate of Registration/Incorporation.

### 2 Form No. E2: Financial strength of the bidder (last three financial years)

Financial Year	Turnover (Rs. In Crores)	Audited Accounts uploaded? (Yes/No)
Grand Total		

Note: Please fill this form and upload the Audited Annual Accounts / Balance Sheet along with Profit & Loss Account for the last three financial years.

### 3 Form No. E3: Bidder's Experience (Customer References)

Sr. No.	Name of Organization	Contact Person	Contact Details	Date and Period of Contract	Project Cost	Type of Supporting Document Attached
1						
2						
3						

Note: Please fill this form and upload the supporting documents (Work Order(s)/Customer Reference and Completion Certificate) in scanned format for the details of such projects under taken along with clients' on-going/completion certification/ letter should been closed. Failing the same may lead to the rejection of the bid. You may add the customer references by adding multiple rows which may be added by "NUMBER OF ROWS TO ADD".

#### **4 Form No. E4: Manufacturer's Authorization Form ( MAF)**

Dated:

To,

**XXX**

Sub: Manufacturer's Authorization Form ( MAF) for .....

---

Ref: Submission of proposal in response to eTender for Live Streaming and Recording of Court Proceeding on turnkey basis at High Court of Uttarakhand, as per guidelines mentioned in the Model Rules for Live-Streaming and Recording of Court Proceedings, e-Committee, Hon'ble Supreme Court of India

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Tender Enquiry No.- Dated

Dear Sir,

We [insert: name of OEM] who are established and reputable manufacturers of [insert: name and/or description of the equipment or other goods / services] having production facilities at [insert: address of factory] do hereby authorize BIDDER NAME & ADDRESS to submit a bid, and subsequently sign the Contract with you for Tender No \_\_\_\_\_ dated \_\_\_\_\_ including the above equipment quoted to PRIME BIDDER against this NIT.

We hereby extend our full Technical Support, Guarantee and Warranty on a back to back basis as per the original Tender Specification for the above specified equipment/ materials offered supporting the supply, installation and achieving of Operational Acceptance of the System by

the Bidder against these Bidding Documents, and duly authorize said Bidder to act on our behalf in fulfilling the contractual obligations.

For and on behalf of the Manufacturer

(Signature).....

(Place): .....

(Printed Name).....

(Designation).....

(Common Seal).....



## ANNEXURE 1 Cover 1 - (Technical Bid)

SN	Document	File Type	Annexed at Page Number
1	Name and Postal Address of the Company along with Telephone, Mobile, Fax, Email	.pdf	
2	EMD (scanned copy) and Bank Details	.pdf	
3	CA certified turnover certificate, Income Tax return for last 3 financial years and VAT /PAN/ Sales Tax registration certificates along with TIN No.	.pdf	
4	Proof of minimum experience of completion of similar nature of work as mentioned in Eligibility Criteria in the States/ UTs Departments / Ministries / Organizations of the Govt of India / State Govt during the last 05 years.	.pdf	
5	Undertaking that the bidder has not been blacklisted by any Departments / Ministries / Organizations of the Govt of India / State Govt.	.pdf	
6	Registration and incorporation particulars of firm / Company and Compliance statement that bidder agrees to all terms and conditions of this tender document	.pdf	
7	Manufactures Authorization Form (separate for all the quoted items)	.pdf	
8	Details of Award / Certificates of merit etc. received from any organization if any	.pdf	
<b>Cover 2 - (Financial Bid)</b>			
(to be submitted online in .xls format)			
SN	Document	File Type	
1	Financial bid as per Annexure-II of this tender document	.xls	

**Financial Bid for Cost of implementation of Live Streaming and Recording of Court Proceeding on turnkey basis including manpower for execution of entire setup for next 3 years at High Court of Uttarakhand in two courts, as per guidelines mentioned in the Model Rules for Live-Streaming and Recording of Court Proceedings, e-Committee, Hon'ble Supreme Court of India**

**BOQ (Indicative)**

**bidders are requested to fill the BOQ in the receptive eTender portal**

SN	Item Description	Qty *	Unit Price (Including Taxes)	Total (Including Taxes)
1	<p><b>GOOSENECK MICROPHONE</b></p> <p>SITC of Gooseneck Microphone. It should be pre polarized condenser microphone having Cardioid or better polar pattern, shall have frequency response of 50Hz to 20kHz, length of the microphone shall be more than 420mm, Should have Max SPL Level of 125dB or more, it should support phantom power from 12v to 48v, Should come with base having programmable mute/unmute button, Should be RF interference free from other wireless devices, should have muted/ unmuted status LED Indication etc.</p>	10		
2	<p><b><u>Video conferencing Codec with 3 cameras</u></b></p> <p>SITC of Video Conferencing Unit for Court Room with minimum 3 x 1080p60fps, 20x optical Zoom Cameras, Touch Panel. VC Codec, Cameras and Touch Panel should be from Same OEM. Codec should support standard H.232 and SIP Protocols, H.264, G.711, G.722 or better, H.239, BFCP for content sharing. The Codec should have 3-5 x FullHD 1080p60 fps inputs to connect to 3-5 cameras directly. The Codec should combine video of 3-5 cameras into a single video stream</p>	2		
3	<p><b>Network</b></p> <p><b>a</b> Minimum 10 Mbps (1:1) Internet Connectivity from available ISP (will be provided by High Court)</p> <p><b>b</b> Network Switch : Manageable 100/1000 Mbps, 24 Port , Backplane capacity 48 Gbps</p>	2		
4	<p>Cloud Meeting License supporting 1000 participants in a single meeting with participants joining from H.323/SIP VC Endpoints, PC, Laptop, Windows, Mac, Linux, iOS and Android.</p> <p>The Meeting application should support:</p> <p>1. 1000 Participants in a single meeting</p>	2		

	<ul style="list-style-type: none"> <li>5 Content Sharing</li> <li>6 Chat amongst Meeting Users</li> <li>7 Presentation Sharing</li> <li>10 Mute/Unmute Participants</li> <li>11 Force Mute Participants</li> <li>12 Password Protected Recording on Cloud</li> <li>13 Recording on Local Host PC</li> <li>14 Captioning</li> <li>11 Force Layout to all participants</li> </ul> <p>Cloud Storage to archive live streaming a/v of minimum 6 months with original and live streamed copy of footage.</p> <p>The meeting application should manage the VC Endpoint provided in Item 1:</p> <ul style="list-style-type: none"> <li>1 Allot dedicated SIP Address to each endpoint for Internal and external calling.</li> <li>2 Push Directory of all VC Endpoints registered</li> <li>3 Centrally Management of All VC Endpoints and configuration changes</li> <li>4 Automatic Software Upgradation of Codecs to latest Software Versions</li> <li>5 Access Phone Book for all Vc Devices registered to Vc Application 5 years subscription</li> </ul>			
5	<p>All in one touch PC minimum 10<sup>th</sup> Generation Intel® Core™ i5 Processor 10500 (3.1 GHz base frequency, up to 4.5 GHz, 12 MB L3 cache, 6 cores) or above , Intel Q series or Compatible with Processor, 60.45cms (23.8) FHD (1920x1080) IPS 250nits Non-Touch Display, Minimum 2 GB Graphic card,16 GB DDR4-2666 MHz RAM (1 x 16 GB)2 SODIMM ,512 GB M.2 SSD + 1 TB 5400 HDD, Slim DVD-Writer, 1 headphone/microphone combo ,1 Super Speed USB Type-C, 1 Super Speed USB Type-A ,1 RJ-45; 1 Display Port, 4 Super Speed USB Type-A, 1 HDMI-in , Wireless USB Keyboard (US/International)/ Wireless, USB Mouse ( Same make as Desktop OEM ),3Wx2 or Higher,5 MP IR camera (Pull Up) with digital Microphone ,Integrated 100/1000M/Intel Wi-Fi 6 AX200 11AX (2x2) &amp; Bluetooth® 5.0120W external power adapter/Preloaded OEM Base</p>	2		

	Windows 10 Pro , Microsoft Office 365 for Windows 5 years Onsite (better) or depot warranty, accidental damage service highly recommended.			
<b>6</b>	<b>Smart DISPLAY for Court Room</b> 4K UHD ( 3840 X 2160 ) Edge LED display, Diagonal Size : 55" or above 350 nits, Contrast ratio- 4000:1, Color Gamut- 92% HDMI X 2, DVI-D X 1, USB X 2, RJ45 X 1, Audio IN X1, External Control- RS232C(in/out) through stereo jack, RJ45 Stereo Mini Jack Audio 10W+10W in built speaker, IP Rating:IP5X Office 365/PC less Conference/VM ware Horizon. Quad Core CPU/8GB Storage/8 Ms response time /Auto source Switching and recovery/Dust proof EMC FCC Class "B 5 years warranty	2		
<b>7</b>	<b>Smart DISPLAY for Court Room</b> 4K UHD ( 3840 X 2160 ) Edge LED display, Diagonal Size : 43" or above 350 nits, Contrast ratio- 4000:1, Color Gamut- 92% HDMI X 2, DVI-D X 1, USB X 2, RJ45 X 1, Audio IN X1, External Control- RS232C(in/out) through stereo jack, RJ45 Stereo Mini Jack Audio 10W+10W in built speaker, IP Rating:IP5X Office 365/PC less Conference/VM ware Horizon. Quad Core CPU/8GB Storage/8 Ms response time /Auto source Switching and recovery/Dust proof EMC FCC Class "B, 5 years warranty	2		
<b>8</b>	<b>SPEAKERS (Pair)</b> Supply, installation, testing and commissioning of 2-way IP55 rated (as per IEC 529) indoor/outdoor surface mounted music loudspeaker. The loudspeaker shall meet the following performance criteria: Usable Frequency range (-10dB) of 65Hz to 20kHz; Power handling of 200Watt peak; Nominal dispersion of 130°(H) × 130°(V); Sensitivity of 87 dB SPL and Max SPL of 110 dB SPL peak; Nominal impedance of 8 Ohms with an Integral multi-tap Transformer with selectable tap settings of 6/12/25/50W@100V or better. The loudspeaker system shall be comprised of a powder-coated aluminum grill; 5.25-inch weather-treated woofer and 1-inch neodymium dome tweeter coaxially mounted enclosed in engineered-plastics with an In-built waveguide designed to provide uniform area coverage across the loudspeakers frequency	2		

	range.UL-1480A rated and shall be packed in pairs. 5 years warranty			
<b>9</b>	<b>AUDIO AMPLIFIER</b> SITC of Class D configurable amplifier with a digital signal processing architecture running at 48 kHz / 24 bit .The Amplifier shall have 400 watts output power asymmetrically distributed across 4 output channels with selectable 4/8ohms, 70/100 Volt or mixed use operation.The amplifier shall have four analog and dante channels; Frequency Response : 20Hz - 20kHz ; S/N Ratio > 100db and THD < 0.04% at rated output. Built in DSP for Matrix routing, Speaker EQs, delays etc. Phoenix Input and output terminals, Built in DSP for Matrix routing, Speaker EQs, PEQ , bandpass , delays etc 5 years warranty	2		
<b>10</b>	<b>AUDIO DSP</b> SITC of conferencing digital audio DSP with 32-bit fixed/floating-point DSP 456 MHZ/ARM Cortex-A8 600 MHz processor or better with following features and specifications are required. The DSP shall have 12 balanced inputs and 8 balanced output channels for microphone or line- level analog audio signals, each independently controllable . The DSP shall contain 12 channels of acoustic echo cancellation (AEC), with multiple references, routable to analog and/or Dante® inputs. 5 years warranty	2		
<b>11</b>	1x4 18G HDBaseT Distribution kit including 4 Receivers 5 years warranty	2		
<b>12</b>	12 channel mixer 5 years Warranty	2		
<b>13</b>	Visualiser / Document Camera 5 years warranty	2		
<b>14</b>	2KVA / 1800 Watts UPS ,30 Min Backup,Genset Compatible , LCD Display,140 – 240 V ,Input Frequency 50 Hz + - 10%,IP Voltage 230 / 240 V AC, Output Voltage 72V (7AH * 6 Nos. battery inside) , Charging Time 4-6 hours ,5 years of electrical including Battery	2		
<b>15</b>	DCR (with all ICT and Non ICT equipments)	1		
<b>TOTAL</b>				

**Note:** The quantity may be increased/decreased as per actual requirement.

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