### IN THE HIGH COURT OF DELHI AT NEW DELHI

F. No.693B/DA-07/IT/DHC/No. <u>13320</u> Dated: <u>19-07-2023</u>

From:

The Registrar General Delhi High Court, New Delhi.

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(On the website of this Court)

## Sub: Notice inviting Tender for purchase of 250 nos. of Microsoft Office Home & Student 2021 Perpetual Software (Latest version Perpetual Licences) for the use of Hon'ble Judges/ Registry in Laptops/Desktops/All-in-One Desktops/Microsoft Surface Tablets.

This Court intends to purchase **250** nos. of Microsoft Office Home & Student 2021 Software (Latest version perpetual Licences) for the use of Hon'ble Judges/ Registry in Laptops/Desktops/All-in-One Desktops/Microsoft Surface Tablets. The quotations should be submitted by the firm(s)/vendor(s) authorized by OEM(s) to participate in the instant tender.

## The terms & conditions of this tender are as under:

- 1. The firm(s) / vendor(s) authorized by OEM (**Based in Delhi/NCR Region**) intending to participate in the instant tender are requested to submit the necessary Technical and Financial bids along with the copy of current authorization letter of the OEM and **Earnest Money Deposit (EMD) worth 3% of the Invoice amount** by way of Demand Draft/Bankers Cheque/Pay Order drawn in the favour of "**The Registrar General, Delhi High Court**" payable at New Delhi.
- 2. Quotations received without EMD shall be summarily rejected and no request for waiver of EMD will be entertained.
- 3. Selected Firms(s)/Vendor(s) will also be required to submit valid authorization letter or copy of valid authorization letter issued by OEM duly attested under the seal of the firm while submitting Invoice/Bill mentioning warranty/support period.
- 4. One big Sealed/closed envelope containing quotation & EMD must reach to the A.O.(J) (IT Branch), Lawyers' Chamber Block-III, Room No. 6, Ground Floor, Delhi High Court, New Delhi-110003 on or before <u>09-08-23</u> till 5:30 P.M. clearly mentioning the rates inclusive of GST/Tax rate, technical specifications, and the delivery schedule of the product being offered.

- 5. The Big Envelope should be addressed in the name of **"The Registrar General, Delhi High Court, New Delhi"** and the <u>Subject & due date</u> for which the quotation is submitted must be clearly superscribed in capital letters on the envelope.
- 6. The validity of rates must not be less than 180 days from the last date of submission of quotations. Quotations with less period of validity of rates shall be summarily rejected.
- 7. No quotation shall be entertained <u>after due date</u>. Envelope(s) received <u>without subject</u> being mentioned on them as referred to above shall be **summarily rejected**.
- 8. The selected eligible L-1 firm shall be bound to **supply the required item within 14 days after the issuance of Purchase Order**, failing which the Purchase Order issued shall be liable to be cancelled without entertaining any communication in this regard unless sufficient cause is shown (supported by documentary proof) for such lapse. The firm shall be liable to be blacklisted to participate in future tenders of this court and the amount of EMD shall be forfeited, if failed to supply any cogent reason.
- 9. In case the Purchase Order awarded to the eligible L-1 firm is cancelled due to non supply of goods within the stipulated period, the Purchase Order will be awarded to the next L-2 vendor/firm.

# 10. The quotation must be tendered strictly in the format mentioned in <u>Annexure-'A'</u> of this tender. Quotation(s) offered in any other format than prescribed shall be liable to be rejected.

- 11. The Demand Draft/Bankers Cheque/Pay Order towards EMD of all the tenderers, except the lowest three, shall be returned to vendors on their written request after finalization of Tender Process & EMD of successful tenderer will be returned only after supply and successful completion of the purchase order placed upon the firm fulfilling all codal formalities against receipt.
- 12. The Demand Draft/Bankers Cheque/Pay Order of L-2 & L-3 will be returned upon written request after issuance of the Purchase order to the successful tenderer. If the offer of quotation is withdrawn by the tenderer before/after opening of tender or if any other default is found in the quotation, the amount of EMD shall be forfeited and the firm will be blacklisted from participation in future tenders of this Court.
- 13. The selected vendor is also required to submit the details of SPOC(single point of contact) for after sale support and will also ensure that the complaints notified to designated SPOC person are attended and resolved expeditiously.
- 14. If multiple quotations are submitted by a firm/vendor, all such quotations submitted by it shall be liable to be rejected at the first instance.

- 15. After opening of the sealed quotation if any cutting/overwriting/correction is found in the offered rate which renders the whole Tender process doubtful or ambiguous, the said quotation shall be summarily rejected.
- 16. The firm/vendor shall also have to furnish an undertaking (strictly as per Annexure-'B') that neither the firm nor its Partner/Director/Proprietor has been blacklisted/banned and its Business dealings with the Central/State Government/Public Sector Undertakings/Autonomous Bodies have been banned/terminated on account of poor performance/conduct and also that all the terms and conditions of the instant Tender Notice are acceptable to them. The quotation received without undertaking shall be summarily rejected.
- 17. In case the firm/vendor wants any technical clarification regarding this Tender, Mr. Zameem Ahmad Khan, Joint Director (IT) at Tel. No. 011-43010101 (Ext.4852) may be contacted.

This Court reserves the right to modify/amend the quotation letter/terms & conditions at a later stage. This Court also reserves the right to increase or decrease the quantity of Microsoft Office Home & Student 2021 Software (Latest version perpetual Licences).

Yours truly,

(Rajeev Kumar Chauhan) Joint Registrar (IT) *for* Registrar General

**CC to**: Joint Director (IT), Delhi High Court, for getting the same uploaded on the official website of the Delhi High Court and for further necessary action.

# Annexure - 'Á'

Name of the firm:-	Address of the Firm:
Contact No.:	Email Address:

Price Bid								
Description of Product (A)	Price offered for one unit (Without taxes) in Rs. (B)	Tax Rate (%)	Total Amount for one unit (in Rs.) (inclusive of taxes) (C)	Under - taking furnished (Yes/No.) (D)	Validity of Rates: (180 days or more) (E)	Remarks (if any) (F)		
Microsoft Office Home & Student 2021 Software (Latest version Perpetual Licences)								

Price as at column (C) in words :-

Signature of the authorised Signatory of the firm/company/organization

Official Stamp/Seal

Date:

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Place:

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### Annexure- 'B'

#### **UNDERTAKING**

I/We undertake that neither the firm <u>(name of the firm</u> )	L
nor its Partner/Director/Proprietor (name of all owners	ļ

has/have been blacklisted / banned in its Business dealings with any Central / State Government / Public Sector Undertaking / Autonomous Bodies or has/have been banned/ terminated on account of poor performance / conduct.

I/we also undertake that all the terms and conditions of the instant Tender Notice are acceptable to me/us.

I/we also undertake that in case the supply is not found to be in conformity with the purchase order or any other distortion, the whole supply will be taken back at the cost of the firm with replacement of goods within 3 days.

I/We further undertake that I/we have confirmed and correctly applied the HSN Code of the required item and its corresponding applicable GST rate as on date with sole responsibility.

> Signature of the authorised Signatory of the firm/company/organisation Official Stamp/Seal

Date:-

Place:-