

HIGH COURT OF ANDHARA PRADESH AT AMARAVATI

Tender Notification for Supply, Installation, Activation and Training of Microsoft Teams Office 365 Enterprise-1 Version for High Court of Andhra Pradesh & Microsoft Teams 365 Business Basic Version for District Judiciary along with subscription and support for a period of one year Specifications and Terms & Conditions

Specifications SI. **Parameter** No Make Microsoft Teams VC Application 1. Microsoft Teams Office 365 Enterprise-1 (50 licenses for High Court of AP) & Microsoft Teams 365 Business Basic 2. Version (625 licenses for District Judiciary; the quantity may increase or decrease) Deployment, Installation, Activation and Microsoft Teams Software user License 3. Training of Teams Software Types of Licenses Subscription Based user License 4. 5. Validity One (1) Year 6. Duration of Subscription (in Years) One (1) Year Microsoft Teams Office 365 Enterprise-1 & Types of editions of offered product 7. Microsoft Teams 365 Business Basic Installations as per the choice of the High 8. Scope of Installation, Activation & Training Court of AP. Unlimited updating for Patches and Bug fixes The offered product has support from OEM 9. within support period, Unlimited up gradation for of version within support period 10. License Transfer & Upgrading Yes Number of Years up to which support is 1 Year or available from OEM for Updating (Patches 11. as extended from time to time and Bug fixes) Number of Years up to which support is 1 Year or available from OEM for Up gradation of 12. as extended from time to time version 13. Number of Bits supported by Offered product 32 Bit and 64 Bit Bandwidth Support Minimum Bandwidth 14. Applicable as per Microsoft Teams Office 365

Enterprise-1 & Microsoft Teams 365 Business

Any version of Windows and Ubuntu

Capability to support Integrated Firewall

Basic and partner apps.

User license

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Teams Software Features

Types of Packages

Generic Features

Supported Operating Systems

ANNEXURE-I

TECHNICAL SPECIFICATIONS

Technical Specifications for the Microsoft Teams with Audio and Video Conferencing				
Feature	Microsoft Teams 365 Business	Microsoft Teams Office 365 Enterprise-1	Complied (YES /NO)	
Product Name	Each Domain 250 users limit	Single Domain Unlimited users		
Meetings and calling				
Online meetings (calling and video)	YES	YES Unlimited		
Participant capacity	300	1000		
Maximum group meeting duration	30 Hours	30 Hours		
Maximum one-on-one meeting duration	30 Hours	Unlimited		
Screen sharing	YES	YES		
Customized backgrounds	YES	YES		
Together mode	YES	YES		
Scheduled meetings	YES	YES		
Live captions	Over 30 languages	Over 30 languages		
Meeting recordings and transcripts	YES	YES		
Breakout rooms	YES	YES		
Microsoft Whiteboard	YES	Available Microsoft Entra ID-YES		
Noise suppression	YES	YES		
Host webinars that include attendee registration pages, email confirmations, and reporting	NO	YES		
View your default Outlook calendar	YES	YES		
Join meetings without an account	YES	YES		
Collaborative annotations	YES	Available Microsoft Entra ID-YES		
Chat and collaboration				
Maximum number of users	300	Unlimited		
Unlimited chat messages and search in Teams	YES	YES		
Guest access	YES	YES		
File attachments in chat	1TB per User	1TB per User		
File storage	1TB	1TB per User		
Real-time collaboration in the Microsoft 365 mobile app, which combines Word, Excel, and PowerPoint	YES	YES		
Over 250 integrated apps and services for	YES	YES		

Teams			
Chat between work and personal accounts	YES	YES	
Live Streaming	No	Yes	
Productivity apps and services			
Access web versions of Word, Excel, and PowerPoint	YES	YES	
Exchange email hosting with custom email domain address	YES	YES	
Store and share personal files with OneDrive	1TB per User	1TB per User	
Additional Microsoft 365 services, including SharePoint Online, Yammer, Planner, and Stream	YES	YES	
Desktop versions of Outlook, Word, Excel, PowerPoint, Access, and Publisher	webapp	webapp	
Make it easier for your customers to schedule and manage appointments with Microsoft Bookings	YES	YES	
Outlook contact import	NO	YES	
Security and compliance			
Microsoft Teams data encryption at rest and in transit	YES	YES	
Single sign-on to all Microsoft 365 apps and services	YES	YES	
Enforced multifactor authentication	YES	YES	
Advanced auditing and reporting	YES	YES	
Administration and support			
Administration tools for managing users and apps	YES	YES	
Usage reporting and analytics for Microsoft 365 services	YES	YES	
Configurable user settings and policies	YES	YES	
Financially backed 99.9% uptime guarantee	YES	YES	
Phone and web support around the clock	YES	YES	

BID TERMS AND CONDITIONS

1. The High Court for the State of Andhra Pradesh invites bids under two bid system (Technical bid and Financial bid) on Official Website of High Court of AP portal for two types of Licenses viz., **Microsoft Teams Office 365 Enterprise-1** and **Microsoft Teams 365 Business Basic Version** are shown in Technical Specifications.

2. Bids are invited from established Vendors/Dealers based in State of Andhra Pradesh, having at least 3 years of experience in Government/PSU/Other Autonomous Bodies and at least a turnover of Rs. 10 Lakhs in each of the last three financial years i.e. 2020-21 2021-22 and 2022-23, in ICT infrastructure and Software Sales, Service and Support.

3. Although the bidders under MSME/Startup India category are exempted from the past experience and turnover criteria and accordingly proof for the exemption of the same must be attached instead of Experience Certificate and Turnover Certificate.

4. Tender bid must contain the Name, Office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures. A certificate from Bidder's/Dealers HR/ legal department must enclose with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of Company/Firm.

5. The Bidder has to submit the information about the Country of origin of the software/service. For supply of software/service from the country of origin other than India, the bidder shall submit performance certificate in support of satisfactory operation in India during the period of warranty.

6. Un-signed, un-stamped bids and bids submitted by persons without certificate from bidder's HR / legal department shall not be accepted.

7. Bidder must take printout of the bid document, self attest each page of the same and upload it as the Additional Document(s), along with the duly filled Technical Bid document as per Annexure-I, merged in a single PDF file, in technical bid as a token of reading, understanding and agreeing with all the terms and conditions laid in the document. Failing to do so is liable to the rejection of bid.

8. The Bidder must provide with Technical bid, valid GST registration, PAN card, turnover certificate and past experience certificates and related other documents as mentioned above in point Nos. 2 to 5 all merged in a single PDF file as Additional Document 1 in the technical bid. Failure to provide any of the aforesaid documents will lead to the rejection of the bid.

9. Tender process will be over after the issue of empanelment letter(s) to the selected vendor(s). Thereafter, information submitted by the participating bidders before and during the bidding process may be put by the High Court in the public

domain. Competent Authority in the High Court <u>MAY NOT</u> exercise the privilege given under Right to Information Act Section 8(1) (d) which says "there shall be no obligation to give any citizen information including commercial confidence, trade secrets or intellectual property', the disclosure of which would harm the competitive position of a third party, unless competent authority is satisfied that larger Public Interest warrants the disclosure of such information".

10. The validity of empanelment is up to 01st February, 2024 and may be extended. The extension of empanelment shall be at sole discretion of the High Court on the same terms and conditions or subject to mutual understanding of the High Court and the Bidder/Supplier.

11. A compliance statement (Point-wise) of specifications & features of offered software/service shall be submitted with the Technical Bid. No deviations in terms & conditions of the tender document.

12. The successful bidder has to submit performance guarantee by way of Bank Guarantee (BG) @ 5% from any Nationalized banks of the Purchase order value for the duration of warranty period of the item(s). The performance guarantee will be returned on satisfactory services provided by the Bidder subject to deductions, if any, after the warranty period.

13. The High Court shall have the right to cancel the Tender at any time without assigning any reason(s) and intimation.

14. Technical evaluation will be carried out mainly on the basis of technical specifications provided in this tender document.

15. In case any software / service are shifted from one location to another then in such a case successful bidder shall be responsible to provide support, maintenance, freight charges at such locations also.

16. Service Support: One (1) years comprehensive onsite support by the successful bidder for the Microsoft Teams Software License from the date of successful installation.

17. Penalty: In case the software / service / license is not rectified even after call login for more than 72 hours without standby software / service/ license, penalty @ 0.5 % of total value per site per day or part thereof the day will be deducted. In case, any software / service/ license goes down for more than fifteen (15) days, the High Court may initiate termination for default and take remedial action(s) accordingly. Penalties will be deducted from due payment/performance band guarantee / securities.

18. All aspects of software / service/ license delivery shall be the exclusive responsibility of the successful bidder.

19. The successful bidder has to attend physically and install the Microsoft Teams Software License at the premises of High Court of Andhra Pradesh.

20. The High Court or its representative shall have the right to inspect or to test the software/service/license to confirm their conformity to the ordered specifications. The successful bidder shall provide all reasonable facilities and assistance to the inspecting authority at no charge to High Court. In case any inspected or tested software/service/license fails to conform to the specifications, High Court may reject them and supplier shall replace the rejected software/service/license with the new one in conformity with the specifications free of cost to High Court.

21. The successful bidder shall provide the following documents at the time of handing over of the equipment:

- 1. Software license details
- 2. Invoices with serial no of licenses.
- 3. Service support Toll free number/email.
- 4. Acceptance reports.
- 5. Any other document specified by High Court.
- 6. Local Service Centre particulars with full postal address.
- 7. Installation Reports

Any changes in locations shall also be confirmed at the time of release of Purchase order. The successful bidder should obtain list of end user locations from the High Court and adhere to the same. High Court reserves the right to change the locations before delivery of Equipment(s) to designated locations. However, any relocation of equipment(s) in the same city shall not be treated as change of location before equipment(s) installation.

29. The successful bidder shall complete the delivery, installation, testing commissioning and training of all the equipment(s) at High Court within **three (3) days** from the date of issuance of Purchase order in High Court and within **Fifteen (15) days** from the date of issuance of Purchase order in District Judiciary.

30. The delivery shall not complete unless the software/service/license are inspected and accepted by the authorized Officer of the High Court or by any designated Officer nominated by the High Court.

31. The High Court would be entitled to impose Liquidated Damages for the delay in delivery @ 1% of the value of total equipment(s) at non-delivered / non-commissioned sites per week or part of the week of delayed period. Liquidated Damages shall not exceed 10% of the total value of the purchase order per location. In case of delay beyond 7 weeks or as specified, High Court may initiate termination for default and take remedial action(s) accordingly. The Liquidated damages will be deducted from due payment/performance securities.

32. Delivery / Installation performance security has to be submitted at 5% of the Purchase order value for a period of One (1) years and shall submit the same within one week after the issuance of Purchase order to the successful bidder.

33. Payment will be made after successful delivery, Installation, commissioning and acceptance at the High Court through CFMS.

34. The successful bidder shall submit its claim for payment in writing along with relevant documents, as stipulated in Contract/PO and in the manner as also specified therein. The documents which the successful bidder has to furnish while claiming payment are:

- 1. Original Invoice (GST Compliant format) with serial no of each item.
- 2. Delivery challan, Installation report duly received (sign &Stamped from concerned officer) for all locations
- 3. Performance Bank Guarantee @ 5% of the Purchase Order Value valid for a period of 5 Years from the date of installation.
- 4. Any other document specified by High Court during the course of project.

35. For 'Site Not Ready' (SNR) cases, the successful bidder is required to submit a certificate signed by designated officer of High Court. However, regarding readiness of site, the decision of the High Court will be the final. No liquidated damages wilt be imposed for SNR cases. However, successful bidder has to install the items within 1 week of receipt of Site Ready notice from High Court / designated officer of High Court else it will attract liquidated damages.

36. For 'Site Not Ready' (SNR) cases, the successful bidder has to submit an undertaking in their Letter head to the designated officer of High Court conforming that the vendor has to install the product/equipment as and when the High Court request to do so.

37. In case, High Court/Court accepts the equipment (s) at site# with SNR, i.e. without installation, a total of 80% payment will be paid to successful bidder for this site. However, High Court may ask commissioning of these equipment(s) at any time during the warranty period. If successful bidder doesn't complete the commissioning within 7 days from date of intimation for the commissioning of this site, then commissioning of same may be got done by High Court from third party at the risk and cost of successful bidder.

38. The bidder should submit/give declaration stating that they are not debarred/ blacklisted by any State Government, Central Government, Central & State Government Undertakings / enterprises / Organizations and by any other Quasi Government bodies/Organizations in India for non-satisfactory performance, corrupt & Fraudulent or any other unethical business practices.

39. If the bidder is debarred/ blacklisted as mentioned above, such bidder becomes ineligible to participate in the bidding process. In case of any concealing of information relating to blacklisting or pending of cases as mentioned above or submission of fake information/fake documents, APTS reserves the right to cancel

the work order/contract allotted, apart from forfeiting EMD/PBG. APTS reserves the right further to take penal action on the bidder.

Note: Relevant documents in support of above eligibility criteria should be furnished

40. If there is an unsatisfactory resolution of the issues raised by the High Court in written / email, the High Court may take any one or more of the following contractual remedies.

- 1. Temporarily withhold payments due to the successful bidder till recoveries due to invocation of other contractual remedies are complete.
- 2. Recover liquidated damages/penalties for delays.
- 3. En-cash and/ or Forfeit performance or other contractual securities.
- 4. High Court may debar the contractor or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment.

41. ARBITRATION

If any dispute or difference of opinion arises between parties concerning the terms of agreement or their respective rights, responsibilities, or liabilities, then the parties shall meet and try to settle these amicably. If the parties fail to reach an amicable settlement within a reasonable time, the dispute, doubt or difference of opinion shall be referred to arbitration of a sole arbitrator to be nominated by the HIGH COURT. The decision of the arbitrator shall be conclusive, final and binding on both the parties. The jurisdiction of the court will be in the State of Andhra Pradesh

Bid calling date	15.12.2023
Bid closing date/time	22.12.2023, 03.30 PM
Bid opening date/time	22.12.2023, 04.30 PM
APHC Contact person The Registrar (IT-cum-CPC) Mob : 7901625203, email: cpc-ap@aij.gov.in	
APHC Reference No.	ROC No.3091/2023-CPS