

# HIGH COURT OF ORISSA: CUTTACK

Notice No. OHC-COMP-PRCMNT-0004-2022 - 5413 dtd. 05.04.2022

## Inviting tenders for supply of i-Pad Pro, digital pen and ancillary devices

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High Court of Orissa, Cuttack hereby invites bids addressed to the Registrar (Judicial) in two bid system viz. technical bid and financial bid from experienced and authorized vendors for supply, installation, testing and maintenance of twelve (12) numbers of i-Pad Pro having specification of 11 inch screen size, 512 GB storage, Wifi + Cellular network usage facility along with keyboard, multiport adapter, carry bag and eleven (11) numbers of digital pen compatible with i-Pad Pro under the following terms and conditions:-

1. The tender document can be downloaded from the website of the High Court of Orissa “<http://www.orissahighcourt.nic.in/tender-notice/>” within stipulated time. The tender must be submitted through offline mode (by hand or through registered post).
2. **Tender Fee:** Bids have to be submitted along with fee of Rs. 2000/- (non-refundable) in the shape of DD drawn on any Bank as stipulated in Finance Department Circular No. 22857/F, Dt: 19.08.2021 in favour of The Registrar (Judicial), Orissa High Court, Cuttack.
3. **Earnest Money Deposit (EMD):** EMD of Rs. 40,800/- (refundable) must be submitted in shape of Demand Draft of any Bank as stipulated in Finance Department Circular No. 22857/F, Dt: 19.08.2021 in favour of the “**Registrar (Judicial), Orissa High Court, Cuttack**” payable at Cuttack. The bidder(s) is/are required to submit EMD with respect to item(s), they have bid for.
4. The Earnest Money Deposit (EMD), without any interest accrued will be refunded as follows:
  - (i) A bidder who is not successful may, after one month of award of work order to the successful bidder, send an authorized representative with Letter of Authorization in Firm/Company’s Letter Head and proper identity proof to collect the EMD Demand Draft.
  - (ii) In the case of bidder whose bid is accepted for award of the contract, EMD will be refunded on receipt of Performance Security in shape of Bank Guarantee
5. **No price bid shall be submitted by any bidder in the first stage i.e. technical bidding. Only those bidders who are found qualified in the technical bidding round should submit their price bid after being duly notified in this regard by the Court. Any bidder found to have submitted price bid in the first stage i.e. technical bidding stage shall be disqualified from the tender process.**

6. The onsite warranty should be for standard period i.e. one year and maximum additional / extended warranty shall be given preference. The successful bidder must provide all necessary warranty services for the supplied i-Pad Pro devices and ancillary items along with digital pen during the warranty period.
7. The participating bidders must meet the eligibility criteria as per **Annexure-1**.
8. The i-Pad Pro devices along with prescribed accessories should be delivered at the High Court of Orissa **within 15 days from the date of purchase order**. No request for extension shall be allowed. The participating bidders shall remain prepared to deliver, install and test such devices within time specified above.
9. The bidders by submitting the bid shall be deemed to undertake to provide onsite servicing / repairing at the High Court of Orissa as and when required within the warranty period.
10. The replacement of any part of i-Pad Pro device whenever required within the warranty period must be carried out with new, standard and genuine parts.
11. In case where the supplied devices become unserviceable and non-repairable during the warranty period, the successful bidder must replace the same with new one of same specification.
12. Every participating bidder must submit declarations as per **Annexure-2, 3, 4 & 5**.
13. This tender is not transferable and under no circumstance the successful Bidder shall be allowed to subcontract with any other person/ party.
14. The Court can terminate the work/purchase order if the firm fails to carry out any of its obligations/ duties in terms of the contract.
15. Payment will be made after successful supply, installation and testing of the delivered devices and submission of valid PBG.
16. The successful bidder shall have to furnish an unconditional and irrevocable performance Bank Guarantee (PBG) for an amount equivalent to 10% of the total price as quoted in the bid drawn on any Bank as stipulated in Finance Department Circular No. 22857/F, Dt: 19.08.2021 in favour of **“The Registrar (Judicial), High Court of Orissa, Cuttack”** within 7 days of issue of purchase order and should be valid for the period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty obligations as stipulated in para-22 of the Finance Department Circular No. 4939/F, dtd. 13.02.2012. In this regard, the Model Bank Guarantee Format for Performance Security is enclosed at **Annexure- 6**.
17. At the end of the contract the Bank Guarantee will be returned to the bidder.
18. The Bank Guarantee shall be discharged / returned by the Court upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the Bank Guarantee.

19. In the event the successful bidder is unable to provide due services during the warranty period or if the successful bidder violates the terms of this tender or the terms of the Purchase Order, the Court may encash the Bank Guarantee.
20. The Court shall also be entitled to additionally make recoveries from the successful bidder to meet any loss or damage arising out of the lapses or omissions of the successful bidder.
21. Financial Bid should be submitted in the format provided in **Annexure-7** indicating the cost of all required devices. **No financial bid shall be submitted by any bidder in the first stage i.e. technical bidding. Only those bidders who are found qualified in the technical bidding round should submit their price bid after being duly notified in this regard by the Court. Any bidder found to have submitted price bid in the first stage i.e. technical bidding stage shall be disqualified from the tender process.**
22. All intimations, corrigendum and notifications with regard to this tender shall be published in the Court's Website. Hence, bidders should regularly visit the website to check latest intimations, corrigendum and notifications regarding this tender.
23. Technical bids alongwith tender fee and all relevant documents as per this tender should be submitted in sealed envelope only by hand or registered post addressed to the Registrar (Judicial), High Court of Orissa, Cuttack within the stipulated time period. Bids received after the stipulated time and date (as mentioned in clause- 23 below) shall not be considered.
24. **Important Dates/ Time-**
  - a. Bidding Start date: **05.04.2022**
  - b. Last Date of submission of Bids along with the stipulated fees:- **26.04.2022 till 5 PM**
  - c. Date, and time for opening of technical bid:- **27.04.2022 at 11.30 AM**
  - d. Venue of opening of technical bid:- **Computer Section, High Court of Orissa**
25. Every bidder may depute authorized personnel with valid authorization and ID proof to remain present at the time of opening of technical bids.
26. Every bidder must submit its Annual Turn-over in the format at **Annexure-8**.
27. The bids of ineligible bidders shall not be considered.
28. The Court may call for any document at any stage from any bidder for ensuring effective, fair and competitive bidding.
29. High Court of Orissa reserves the right to amend or withdraw any of the terms and conditions mentioned as above or to reject any or all tenders without giving any notice or assigning any reason thereof.

**Registrar (Judicial)**

## ANNEXURE-1

### ELIGIBILITY CRITERIA

Registered Name of the Firm / Company:		
Address of the Registered Office of the Firm / Company:		
Telephone	Phone: Fax:	E-Mail:
Address of the Service Centres:		
Telephone	Phone: Fax:	E-Mail:
1	Contact Details of the Person in the Service Centre authorized to make communication with Orissa High Court	
2		
(a)	Name	
(b)	Designation	
(c)	Phone/Mobile No.	
(d)	Fax No.	
(e)	E-Mail ID	
<b>Please fill up each field mentioned below with required information alongwith the page nos. of the respective supporting documents.</b>		
3	OEM authorization provided (Yes/No):-	
4	Company / Firm Details	
(a)	Type of Company (PSU / Pub. Ltd./Pvt. Ltd./OEM/ Authorized Business Partner)	
(b)	Company / Firm Registration No. & Date of Registration	
(c)	Year of establishment as in Registration Certificate	
(d)	GST registration	
(e)	Copy of GST Registration (Enclose Copy)	Page no.
5(a)	Whether Repair Centre is Company Owned / Franchise	
(b)	Type of Supply /Installation contract previously attended to	
(c)	Any type of repair / service work that cannot be attended to in this Repair Centre	
(d)	If so, where will these repairs be undertaken	
6	Please state Annual Turnover per year for last three years in <b>Annexure-8</b> , (Enclose Copy)	Page no.
7	Declarations of the bidder as per <b>Annexure-2,3,4 &amp; 5</b> (Enclose Copies)	Page nos.
8	Details of Demand Draft towards Tender Cost (Issuing Bank Name and Place, DD No. and date of DD)	Page no.



## ANNEXURE-2

### Acceptance of Terms & Conditions Contained in the Tender Documents

*(To be submitted on the Letter head of the responding organization)*

Date:-

To

The Registrar (Judicial),  
High Court of Orissa,  
Cuttack

Sir,

I have carefully gone through the Terms & Conditions contained in the Notice \_\_\_\_\_ No-  
dtd. \_\_\_\_\_ regarding inviting tenders for supply of i-Pad Pro devices along with its prescribed  
accessories.

I declare that all the provisions of this Tender Document are acceptable to us. I further certify  
that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Signature and Seal of the Bidder

Date:-

Place:-

## ANNEXURE-3

### SELF DECLARATION FORM

*(To be submitted on the Letterhead of the responding organization)*

**To**

**The Registrar (Judicial),  
Orissa High Court,  
Cuttack-753002**

**Sub:** Your Tender Notice No. \_\_\_\_\_, Dated. \_\_\_\_\_.

**Sir,**

I/ We M/s.----- represented by its proprietor/Managing Partner/ Managing Director having its Registered Office at -----do hereby declare that /We have carefully read all the conditions of tender for supply, installation, testing and maintenance of twelve (12) numbers of i-Pad Pro along with keyboard, multiport adapter, carry bag and eleven (11) numbers of digital pen compatible with i-Pad Pro and will abide by with all the terms conditions of the Tender.

I/ We declared that I/We possess a valid GST registration certificate and registered manufacturer / dealer of the said equipment.

I/We do hereby declare that I/We have not been derecognized/ blacklisted by any State Government or Central Government organization for any reasons.

I/We agree that the Tender Inviting Authority can blacklist me/us for a period of 2(two) years if, any information furnished by us proved to be false at any time or not abiding by the tender terms and conditions.

I/We do hereby solemnly affirm and stated that the facts stated above are true to the best of my knowledge, belief and best on records.

**Date:**    /    /2022

**Authorised Signatory:**

**Name:**

**Designation:**

**Place:**

**Phone:**

**Company Seal**

**Email:**

## ANNEXURE-4

### Representative Authorization Letter

*(To be submitted on the Letterhead of the responding organization)*

Date : \_\_\_\_\_

Ref/Tender : \_\_\_\_\_

To

The Registrar (Judicial),  
High Court of Orissa,  
Cuttack

Sir,

Ms. /Mr. \_\_\_\_\_, (the organization name) is hereby authorized to sign relevant documents on behalf of in dealing with Tender reference No. \_\_\_\_\_.

She/he is also authorized to attend meetings & submit technical and commercial information as may be required by you on the course of processing above said tender document.

Representative Signature

Signature attested

## ANNEXURE-5

### **Declaration-Cum-Undertaking regarding Blacklisting/ Non-Blacklisting**

*(Non-blacklisted in organization Letter Head)*

To

The Registrar (Judicial),  
High Court of Orissa,  
Cuttack

Sir

In response to the Courts Notice No. dated regarding 'inviting tenders for supply of i-Pad Pro devices along with its prescribed accessories', as an owner/ partner/ Director of (organization name)

I/ We hereby declare that presently our organization/ firm is not under declaration of ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Name of the Bidder:-

Authorized Signatory:-

Signature:-

Seal:-

Date:-

## Annexure-6

### Model Bank Guarantee Format for Performance Security

To

**The Registrar (Judicial), Orissa High Court, Cuttack.**

WHEREAS..... (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of work/ purchase order no..... dated ..... to supply ..... (description of goods and services) (herein after called “the contract”) for the Registrar (Judicial), High Court of Orissa, Cuttack.

AND WHEREAS it has been stipulated by you in the said work/ purchase order that the supplier shall furnish you with a bank guarantee by any Bank as stipulated in Finance Department Circular No. 22857/F, Dt: 19.08.2021 for the sum specified therein as performance security for compliance with its obligations in accordance with the work/ purchase order;

AND WHEREAS we ..... (name and address of Bank) have agreed to give the supplier such a bank guarantee;

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

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

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

This guarantee shall be valid until the ..... day of ....., 20.....

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

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

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

## ANNEXURE-7

### Format for the Financial Bid

1. Price in the Financial Bid should be quoted in the following Format.
2. Prices should be quoted in Indian Rupees (INR) and indicated both in figures and words.

Figures in words will prevail.

Sl. No.	Item Description	Quantity	Unit Price (including period of warranty, excluding tax) in Rs.	Amount of Tax as applicable in Rs.	Unit Price (All inclusive along with period of warranty) in Rs.	Total Price (All inclusive along with period of warranty) in Rs.
A	B	C	D	E	F (=D+E)	G (=FxC)
1	iPad Pro along with Smart Key Board and Multiport Adapter	12				
2	Digital Pen	11				
<b>Total</b>		<b>Grand Total in Rs.</b>				

## ANNEXURE-8

### ANNUAL TURN-OVER FORMAT

Sl. No.	Year	Turn over per year in Rs.
1.	2018-19	
2.	2019-20	
3.	2020-21	

I, Sri < > on behalf of the company/Firm M/s < >,  
having designation < >, do hereby undertake that the information furnished by me  
in this format is accurate and true to the best of my Knowledge.

**Name:**

**Designation:**

**Address:**

**Email:**

**Signature**

**Company seal**

## ANNEXURE-9

### Compliance Check List

*(To be submitted on the Letterhead of the responding organization)*

Tender No:

Please check whether following have been enclosed:-

<b>SI. No</b>	<b>Enclosure description</b>	<b>Enclosed (Y/N)</b>	<b>Annexure/Attachment / Page No./ Envelop No. of the enclosure</b>
<b>1</b>	Bidder Info/ Eligibility Criteria (Annexure-1)		
<b>2</b>	Acceptance of Terms & Conditions Contained In the Tender Documents (Annexure- 2)		
<b>3</b>	Self Declaration (Annexure-3)		
<b>4</b>	Representative Authorization Letter (Annexure- 4)		
<b>5</b>	Declaration-Cum-Undertaking regarding Blacklisting/ Non-Blacklisting (Annexure-5)		
<b>6</b>	Bid Security Declaration Form (Annexure-6)		
<b>7</b>	Annual Turn-over Format (Annexure-9)		

Signature and Seal of the Bidder:-

Place:-

Date: