

The Calcutta High Court

Tender Notice for Purchase of Laptops for Judicial Officers

TENDERNO. / DATE: ...I02/2015

NAME OF WORK: Purchase of Laptops

Important Information:

1. **Tender document downloading: From Calcutta High Court website:
www.calcuttahighcourt.nic.in**
2. **Last Date of Bid Submission: 3 weeks from date of publication of the
official website**
3. **Date of opening of Tender Bid: - Likely to be on the last date for submission
of bids.**

Address for submission of bids & Venue for bid opening:

**Office of the Central Project Coordinator, High Court Calcutta,
6th Floor, Sesquicentenary Building, High Court, Calcutta.**

Pin 700 001.

Contact No: 033 2231 8896 (Office)

High Court, Calcutta

SECTION -1

PREFACE

1. The Calcutta High Court invites sealed quotations from reputed manufacturers/ vendors/ dealers/ suppliers for the supply of around 1000 pieces of **HP/Toshiba/Dell** Laptops for Judicial Officers
2. The Technical and Commercial Bids should be accompanied by a bid security as specified in this TENDER Document.
3. Bidder shall submit sealed envelopes containing as part of their response to this TENDER:
Part I: One copy of the Technical Bid. Part II: One copy of the Financial Bid
Note: Both the Parts (I & II) should be enclosed in a separate sealed covered envelope marked as "Supply of Laptops to Calcutta High Court for Judicial Officers."
4. The last date for submitting the technical and financial Proposal is two weeks from date of publication in the website.

High Court, Calcutta

SECTION-2

INSTRUCTIONS TO THE BIDDERS

Bidder is expected to examine all instructions, forms, terms, and requirements in the bid document. Failure to furnish all information required by the bid document or submission of a Bid not substantially responsive to the Tender document in every respect may result in the rejection of the Bid. The bids should be submitted in two parts as mentioned hereunder:

a) Technical Bid

i. A letter on the bidder's letter-head

- 1) Describing the technical competence and experience of the bidder,
- 2) Certifying that the period of validity of bids is 90 days from the last date of submission of bid, and
- 3) Undertaking that the bidder is quoting for all the items (including services) mentioned in the tender.
- 4) Undertaking that the bidder has not been blacklisted in any State / Central government Department or Agency or PSU

II. The profile of the bidder as per the format given in Appendix- 2

III. Audited annual financial results (balance sheet and profit & loss statement) of the bidder for the last three financial years.

iv. The Earnest money Deposit (EMD) in the form of a Demand draft / Bank Guarantee issued by a Nationalized / Scheduled Bank, in favour of Registrar General, Calcutta High Court, Calcutta for an amount of 5% (five percent) of the estimated value of the goods (As per the format given in Appendix - 7, in case of Bank Guarantee).

v. Reference list of major clients served by the Vendor

vi. Permanent Account Number (PAN), Service Tax Registration Certificate, Sales Tax Registration, VAT.

Bidders should enclose full details of all the equipment and services offered as well as their latest equipment and services available with full documentation and descriptive literature supplementing the description and point out any special feature of the equipment and services. All documents are required to be in English.

b) Financial bid

Bid letter as per the format given in Appendix- 5

ii. Price bid as per the format given in Appendix- 6 iii.

Bill of Material (BOM)

1. Cost of Bidding

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

2. Bid Security i.e. Earnest Money Deposit (EMD)

a) The bidder shall have to furnish an amount of 5% (five percent) of the estimated value of the goods as Bank Security/Earnest Money Deposit, in favour of **"Registrar General, Calcutta High Court, Calcutta."**(**SBI Current Account No.11144020136**), High Court SPB Branch (**IFSC Code SBIN0014524**).

This should be placed in the envelope which contains the Technical Bid.

b) The Bid security shall be in Indian Rupees and shall be a Demand Draft / Bank Guarantee in favor of 'Registrar General, Calcutta High Court, Calcutta', payable at Calcutta issued by a Nationalized/Scheduled bank in India and shall be valid for at least 3 (three) months from the date of bid submission date, however no interest shall be payable on Bid Security under any circumstance.

c) Unsuccessful Bidder's Bid security shall be discharged or returned after selection of successful bidder or in the event of cancellation of the entire tender process.

d) The successful Bidder's Bid Security/EMD shall be discharged upon the delivery of the Laptops within the time stipulated by the agreement.

e) The Bid security/EMD of the successful Vendor shall be forfeited at the discretion of High Court, Calcutta on account of one or more of the following reasons:

i) Failure to execute an agreement within 7 days of acceptance of the Bid.

ii) Failure to deliver the Laptops within the time stipulated by the agreement.

iii) Failure to provide clarification if any required prior to execution of agreement.

3. Price Bid

a) The Price Bid as prescribed should be filled up and sealed along with enclosures in a separate cover super scribed as "Price Bid - Envelop-2, TENDER No:- /2015 Computer Cell" dated02/2015.

b) The prices quoted by the bidder shall be in sufficient detail to enable Calcutta High Court to arrive at the price of equipment/system offered.

c) The covers received without superscription are liable for rejection.

The TENDER not submitted as specified above will be summarily rejected.

d) If any information asked in the TENDER document is not available in the Price Bid, the bid is liable for rejection.

4. Bid validity

The bids shall remain valid for a period of 90 days from the date of submission of Tender proposal.

5. Submission of Tender Proposal

a) All the Tender proposals will have to be submitted in hard bound form with all pages numbered, signed and sealed. The Proposal should also have an index giving page wise information of above documents. Incomplete proposal will summarily be rejected.

b) No bid will be considered unless and until each page of the bid document is duly signed by the authorized signatory.

c) Prices should not be indicated in the Technical Bid.

d) All the columns of the Price Bid shall be duly, properly and exhaustively filled in. The rates and units shall not be overwritten. Rates shall always be both in the figures and words.

e) The Tender Proposal shall be submitted in two parts, viz.

Envelope-1:-Technical Proposal super scribed as

"Envelope-1- Technical Proposal for Tender No:

02/2015/Computer Cell", From: Bidder's Name and Contact details containing all technical details and documents. This envelope should also contain the EMD, failing which the same may be rejected.

Envelope-2: Price Bid containing commercial proposal super scribed as "Envelope-2 - Price Bid" for Tender No: ~. 02/2015/Computer Cell, From: Bidder's Name and Contact details.

The sealed envelopes mentioned above should again be placed in a single sealed main envelope super scribed as "Supply of Laptops to Calcutta High Court, Calcutta for Judicial Officers", TENDER No: 02/2015/Computer Cell, From: Bidder's Name and Contact details" which will be received in the office of Central Project Coordinator up to the due date and time mentioned in this document.

6. Language

The Bids and all correspondence and documents relating to the bids, shall be written in English language.

7. Late Bids

Any bid received by the High Court, Calcutta after the time and date for receipt of bids prescribed in the Tender document shall be rejected.

8. Modification and withdrawal of bids

Bids once submitted cannot be modified or withdrawn.

9. Bid Forms

a. Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be attached and used to convey the information sought.

b. For all other cases, the Bidder shall design a form to hold the required information.

c. The High Court, Calcutta shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms

10. Eligibility Criteria for bidder

1. The bidder must qualify the following eligibility criteria:-

i. Only authorized dealer/vendor/manufacturer/supplier/firms of reputed OEMs dealing in the items listed in the Tender of following brands viz., HP, Toshiba & Dell having experience in sale and service/maintenance, need apply. Direct Authorization letter from OEMs must be submitted with Tender Proposal.

ii. It should be mentioned specifically whether price quoted includes all taxes and duties. Sales tax and/ or other duties legally leviable and intended to be claimed should be distinctly shown in the Tender Proposal.

iii. VAT/ CST Registration Number and its validity should be indicated.

Documentary evidences be supplied/ attached with the Tender Proposal documents.

iv. All rates shall be indicated both in words and figures. Where there is difference between the rates quoted in words and figures, rate quoted in words shall prevail.

v. All legal disputes shall be under the jurisdiction of High Court, Calcutta.

vi. The bidder should not have been blacklisted with any of the

Central Government Department and any State Department / PSU

/ Banks & Financial institutions on account of corrupt or fraudulent practices (Self declaration certificate be enclosed with tender documents)

vii. The bidder must have experience of supply and installation of requested equipment in the past.

ix. The Calcutta High Court reserves the right to accept or reject any Bid, without assigning any reason thereof. No correspondence in this regard will be entertained.

x. Have at least 5 years of experience in this field.

xi. Have an annual turnover of at least Rs.10 Crore per annum for each of the last 3 financial years (i.e. 2011-12, 2012-13 & 2013-14) (Need to submit copies of balance sheet and P/L Statement for the last 3 years)

xii. Have valid TIN Number for registration under VAT/CST (Need to submit copies)

xiii. Have PAN for Income Tax. Supporting documents for Income Tax return for the last three financial years (i.e. 2011-12, 2012-13 & 2013-14).

Xiv. The Vendor shall undertake to deliver the laptops at multiple sites in the State of West Bengal & Andaman & Nicobar Islands as and when decided by the High Court, Calcutta.

2. Evaluation of Bids:

a. Technical Bid: Only the technically qualified bidders, on the ground of satisfactory submission of above-said Pre-Qualification documents, will be considered for opening of the commercial bid. No further discussion/interface will be held with the bidder whose bid has been technically disqualified / rejected. Apart from the above mentioned Pre-Qualification Criteria the Technical Bid may be evaluated, if required, in terms of Product Technical Parameters.

b. Financial Bids: Financial bids those bidders who qualify the technical evaluation will only be opened. All other financial bids will be returned unopened. The participating Bidders are required to submit documentary evidence in support of their meeting the said eligibility criteria.

The decision of Calcutta High Court, Calcutta would be final and binding on all the Bidders to this document. Calcutta High Court, Calcutta does not bind itself to assign the contract to any party and reserves the right to accept/reject the whole or any part of the contract without assigning any reason thereof.

The Calcutta High Court is not bound to accept the lowest bid. All disputes should be within the jurisdiction of Calcutta High Court.

11. Other conditions of Evaluation

An evaluation committee constituted by Calcutta High Court will evaluate the

Technical and Price bids as per the following pattern:

- a) Conditional bids shall be summarily rejected.
- b) Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- c) 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 the Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

High Court, Calcutta

SECTION- 3

The following clauses shall supplement the Instructions to Bidders.

1. The Laptops will be installed/supplied to judicial Officers of State West Bengal, Andaman & Nicobar Islands.

2. Payment Terms: The payment will be released as per follows:-

- I. 0% Advance
- II. 80% on successful Delivery and upon submission of invoices
- III. 20 % After Installation and / or commissioning and verification thereof at the site, successful Performance at places of Installation. It is essential to have no complaint from the user regarding performance/shortcoming of the installed Systems.

**Registrar General,
High Court, Calcutta.**

High Court, Calcutta

SECTION- 4

Configuration of Laptop to be procured for Calcutta High Court

Laptops - about 1000 nos.

<i>Sr .No.</i>	<i>Item</i>	<i>Requirement</i>
1	<i>CPU</i>	<i>Core i7 Processor</i>
2	<i>Hard Disk Drive</i>	<i>1 TB</i>
3	<i>Memory</i>	<i>4/8GB RAM</i>
4	<i>Screen Size</i>	<i>14 inches to 15.6 inches</i>
5	<i>Wireless</i>	<i>IEEE 802.11 b/g/n</i>
6	<i>Bluetooth</i>	<i>Standard</i>
7	<i>Camera</i>	<i>Web Camera</i>
8	<i>CD/DVD Drive</i>	<i>DVDRW</i>
9	<i>Operating System</i>	<i>DOS</i>
10	<i>LAN</i>	<i>10/100/1000 Standard Ethernet LAN</i>
11	<i>Memory Card Slot</i>	<i>Multi card Reader</i>
12	<i>Battery</i>	<i>Minimum 4.5 Hours backup</i>
13	<i>Others</i>	<i>USB 2.0 or higher (at least 3 ports)</i>
14	<i>Accessories</i>	<i>Adapter, Battery, Laptop Bag</i>
15	<i>Warranty</i>	<i>At least 03 years on-site warranty</i>
16	<i>Graphics Accelerator Card</i>	<i>1/2 GB</i>
17	<i>EPEAT Gold</i>	
18	<i>Linux Certificate</i>	

Appendix -1

Bid Letter (Technical)

Sir,

« Address of the Tenderer»

Tender Reference No.: Dated .

We hereby declare:

- i. We are the authorized partner of the manufacturers of the hardware equipment proposed in our solution.
- ii. That we are equipped with adequate maintenance and service facilities within India for supporting the offered equipment. Our maintenance and service facilities are open for inspection by representatives of Calcutta High Court, Calcutta.

We hereby offer to supply the equipment and provide the services at the prices and rates mentioned in the attached Price Bid.

In the event of acceptance of our bid, we do hereby undertake:

- i. To supply the equipment and commence services as stipulated in the schedule of delivery forming a part of the attached technical bid.
- ii. We affirm that the prices quoted are inclusive of delivery, installation, and commission charges and all sales/service taxes. (Octroi and any local levies will be charged on actual on submission of proof of remittance.)

We enclose herewith the complete Technical Bid as required by you. This includes:

1. This bid letter
2. Proposed details of equipment
3. Schedule of delivery
4. Manufacturer's authorization form(s)
5. Signed tender document

We agree to abide by keeping our offer valid for a period of 90 days from the last date of submission of Technical bid of our Tender proposal.

We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender. There are no deviations from the terms and conditions of the tender.

We hereby certify the person signing the tender is the authorized by the bidder to sign the tender.

Bid Security in the form of a Bank Guarantee(s) Bank Draft(s) issued by (bank), valid till _I_I (dd/mm/yyyy), for an amount of Rupees) is enclosed in the cover containing Technical Bid.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us

Signature of Bidder (with official seal) Date

Name

Designation

Address Telephone Fax

E-mail address

Tender Reference No.:
Bidder profile

Appendix-2

Sr. No	Details	Page No.
2.	Registered Office address Fax Number e-mail	
3.	Correspondence/ contact address	
4.	Details of Contact person (Name, designation, address etc.) Telephone Number Fax Number e-mail	
5.	Is the firm a registered company? If yes, submit Documentary Proof. Year and Place of the establishment of the Company	
6.	Former name of the company, if any.	
7.	Is the firm · Government Public Sector undertaking propriety firm · Partnership firm (if yes, give partnership deed) · Limited company or Limited Corporation · Member of a group of companies (if yes, give name and address, and description of other companies) · Subsidiary of a large corporation (if yes give the name and address of the parent organization) If the company is subsidiary, state what involvement if any, will the parent company have in the project.	
8.	Is the firm registered with sales tax department? If yes, submit valid sales tax registration certificate.	
9.	Is the firm registered for service tax with Service Tax department? If yes, Submit valid service tax registration certificate	
10.	What type best describes your firm? · Manufacturer · Supplier · System Integrator · Consultant · Service Provider (pI. specify details)	

- Software Development
- Total solution provider (Design, Supply, Integration, and O&M)
- IT Company

11. Number of Offices / Project Locations

12. Is your organization ISO 9001: 2008 certified? If so, attach copies of the certificates,

13. List the major clients with whom your organization has been/ is currently associated.

14. Have you ever been denied tendering facilities by any Government/Department/Public sector Undertaking? (Give details)

Signature of Bidder (with official seal) Date

Name

Designation

Address Telephone Fax

E-mail address

Appendix- 3

Financial Information summary

Tender Reference No.:

S. No.	Name of the Bidder Turn over (Rs. Crores)	Total of 3 Financial Years
2011-12		
2012-13		
2013-14		

Note: Please enclose balance sheet and profile & Loss statement. Signature of Bidder

Name

(With official seal)

Date

Designation

Address Telephone Fax

E-mail address

Appendix- 4

Manufacturer's Authorization Form

Tender Reference No.:

Sir,

We _____, (name and address of the manufacturer) who are established and reputed manufacturers of _____ having factories at (addresses of manufacturing locations) do hereby authorize M/s _____ (name and address of the bidder) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment manufactured by us.

Yours faithfully,

For and on behalf of M/s _____

(Name of the manufacturer)

Signature

Name Designation Date

Note: This letter of authority should be on the letterhead of the concerned manufacturer and should be signed by a person competent to bind the manufacturer.

AppAppendix-5
Bid letter (Financial)

< Address of the tenderer >

Tender Reference No.:

Sir,

We hereby declare that

I. We are the authorized agents of the manufacturers of the hardware equipment proposed in our solution.

II. That we / our principals (manufacturer) are equipped with adequate maintenance and service facilities within India for supporting the offered equipment. Our maintenance and service facilities are open for inspection by representatives of Calcutta High Court, Calcutta. We do hereby undertake that, in the event of acceptance of our bid, the supply of equipment and commencement of services shall be made as stipulated in the schedule of delivery forming a part of the attached technical bid.

We enclose herewith the complete Technical bid as required by you. This includes:

1. This bid letter
2. Price Bid
3. Un-priced Bill of Material

We agree to keep our offer valid for a period of 90 days from the last date of submission of Technical bid.

Signature of Bidder (with official seal)

Date Name

Designation

Address

Telephone

Fax

E-mail address

Appendix -6
Price Bid Sheet

Tender Reference No.:					
Sr. No.	Item	Requireme	Unit Price	Taxes	Total
1	CPU	Core i7 Processor			
2	Hard Disk Drive	1 TB			
3	Memory	4/8 GB RAM			
4	Screen Size	14 inches to 15.6 inches			
5	Wireless	IEEE 802.11 b/g/n			
6	Bluetooth	Standard			
7	Camera	Web Camera			
8	CD/DVD Drive	DVD-RW			
9	Operating System	DOS			
10	LAN	10/100/1000 Standard Ethernet LAN			
11	Memory Card Slot	Multi Card Reader			
12	Battery	Minimum 4.5 Hours			
13	Others	USB 2.0 & above (at least 3			
14	Accessories	Adapter, Battery, Laptop Bag			
15	Warranty	At least 03 years on-site warranty			
		Total Cost		

Amount in word, per Laptop:-Rupees

BIDDER Signature:

Name:

Designation:

Address:

Date:

Seal:

Appendix-7

Bank Guarantee- for Earnest Money Deposit

To

The Registrar General, Calcutta High Court, Calcutta

Whereas (hereinafter called "the Bidder") has submitted its Bid dated (Date of submission of Bid) for Supply of about 1000 pcs. LAPTOPS in accordance with the terms of the Tender Notice No. 02/2015/Computer Cell dated . issued by the Registrar (IT)-cum-CPC of Calcutta High Court, Calcutta, (hereinafter called "the Bid").

Whereas as per Clause a (iv) of Section 2 of the Bid, the Bidder is required to furnish a bank guarantee as Earnest Money Deposit from a Nationalized I Scheduled commercial bank (Bank Guarantee).

In consideration of the fact that the Bidder is our valued customer and the fact that he has submitted the Bid, we, (name and address of the bank), (hereinafter called "the Guarantor Bank"), has agreed to bind ourselves, our successors, and assigns to irrevocably issue this Bank Guarantee and guarantee as under

NOW THIS GUARANTEE WITNESSETH: -

1. If the Bidder

(a) Withdraws its Bid proposal during the period of Bid validity specified by the Bidder on the Technical Proposal Cover Letter; or

(b) Having been notified of the acceptance of its Bid by the Calcutta

High Court, Calcutta during the period of Bid Proposal validity: (i) Fails or refuses to enter into the Contract; or(ii) Fails or refuses to furnish the performance guarantee, in accordance with the Terms of- Reference of the Tender document issued to the Bidders.

The Guarantor Bank shall immediately on demand pay the Registrar General, Calcutta High Court without any demur and without the Registrar General having to substantiate such demand a sum of Rs (Guaranteed Amount).

2. The Guarantor Bank will make the payment of the Guaranteed Amount forthwith on the demand made by The Registrar General, Calcutta High Court, Calcutta, notwithstanding any objection or dispute that may exist or arise between the Registrar General, Calcutta High Court, Calcutta and the Bidder or any other person.

3. The demand of the Registrar General, Calcutta High Court, Calcutta on the Guarantor Bank for the payment of the Guaranteed Amount, shall be deemed as the final proof of fulfillment of the conditions stipulated in (1) above.

4. This Guarantee shall be irrevocable and shall not be discharged except by payment of the above amount by us to the Registrar General, Calcutta High Court, Calcutta and our liability under this Guarantee shall be restricted to the Guaranteed Amount being Rs -----.

5. If it is necessary to extend this Guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on the request of the Bidder under intimation to the, Registrar General, Calcutta High Court, Calcutta.

6. To give full effect to the Guarantee contained herein, Registrar General, Calcutta High Court, Calcutta shall be entitled to act as if the Guarantor Bank is the principal debtor in respect of claims against the Bidder and the guarantor Bank hereby expressly waives all its rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this Guarantee.

7. Any notice by way of demand or otherwise may be sent by special courier, telex, fax, registered post or other electronic media to our address as afore-said and if sent by post, shall be deemed to have been given to us after expiry of 48 hours when the same has been posted.

8. Our liability under this Guarantee will continue to exist until a demand is made by the Registrar General, Calcutta High Court, Calcutta in writing or up to and including Thirty (30) days after the period of the Bid Proposal validity, i.e. up to _____ 2014, and any demand in respect thereof should reach the Bank not later than the above date.

Dated _____ this _____ day _____ 2014.

Yours faithfully,

For and on behalf of the _____ (Guarantor Bank)

(Signature) Designation

(Address and Seal of the bank)