

# HIGH COURT OF CHHATTISGARH, BILASPUR

## NOTICE INVITING TENDER

No. 8462 /CPC/2022

Bilaspur, Date 11 /07/2022

High Court is to procure approximately 67 Digital Signature Certificates(DSCs) for digitally signing the Orders and Judgments of the District and Subordinate Courts of the State of Chhattisgarh. For the same, bids are invited from the reputed companies. Bid may be submitted in an envelope super-scribed as "Bid for Digital Signature Certificates" up to 05/08/2022 at 04:30 PM in the office of the undersigned at Bilaspur (Chhattisgarh). Bids will be opened in presence of the bidders/representatives after expiry of period of bid submission.

### GENERAL TERMS AND CONDITIONS

- (1) Time for completion of supply and installation is 10 to 15 Working Days from the date of issuance Purchase order with filled-up form of the Judicial Officers.
- (2) Bids must be accompanied with EMD of Rs. 2,000/- (Rupees Two Thousand only) in the name of Registrar General, High Court of Chhattisgarh, Bilaspur (C.G.).
- (3) Rates must be quoted per item/certificate. Rates must be inclusive of taxes for two years validity and also must be quoted the rates for renewal of the DSC for further two years. (As per the attached format).
- (4) Bidders must attach with the bid, brochure of the products offered by them containing entire description.
- (5) Bidders shall also submit along-with the bid, a copy of the Tender document duly signed and sealed by the bidder as an acknowledgement to the acceptance of the terms and conditions of the Tender.
- (6) Validity of rates quoted should not be less than one year.
- (7) Certificates must be Class-2 Certificates with at least two years validity.
- (8) The certificates must be compatible with the Ubuntu-Linux (14.04, 16.04, 18.04, 20.04 onwards Operating Systems as customized by the eCommittee, Supreme Court of India) as well as with the Windows Operating Systems.
- (9) The prices quoted by the Vendor shall be in Indian Rupees, inclusive of all taxes and not be subject to any price escalation.
- (10) The financial bid shall be valid for a period of Two Years from the date of opening its Financial Bids and High Court may purchase Digital Signature Certificates for the High Court of Chhattisgarh, and other subordinate Courts of the High Court on the same rates and terms and conditions.

- 11) As and when required, Digital Signature Certificates may be purchased or renewed from the firm at the same quoted prices, during the validity period of the Tender.

**Eligibility Criteria:**

Sl. No.	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility Criteria
1.	The bidder should be Certifying Authority under CCA or authorized partner of CA should participate in this bid	Approval letter from CCA for authorization to provide DSC in the name of CA <b>With</b> Authorization Letter from Certifying Authority for authorized partner
2.	The Bidder should have Work Order proof of at least 5000 DSC in last two year.	Work Order copy not older than 1-2 year from the date of bid submission from State Govt./ Central Government/ PSU
3.	Bidder should not have been blacklisted by any of the State/Central Government or organizations of the State/Central Government in India in the past three years	Self-Declaration in this regard by the authorized signatory of the bidder.
4.	The bidder should have a local office in the state of Chhattisgarh.	Address proof for office in Chhattisgarh with GST Registration certificate
5.	CA whose Digital Signature Certificate have been offered in the bid shall have Technical Assistance Centre (TAC) and shall have Toll Free Number for TAC.	Documentary proof for the same should be submitted by the OEM.
6.	The bidder should integrate the provided DSC with Ubuntu System application used in Chhattisgarh High Court and Subordinate Courts and also as customized by the eCommittee, Supreme Court of India.	A letter of Undertaking is required for the same.

**Opening of Bids and Bid evaluation :-**

1. Only physical tender documents with financial bids shall be accepted. Tender Documents/Financial Bids through e-mail shall not be entertained. Bids will be opened as per Schedule mentioned in the Tender Document in presence of the representatives of the bidders if present.
2. The decision of the Committee for Computerization of High Court and Subordinate Courts in the evaluation of the Qualification criteria and Commercial Bids shall be final. No correspondence will be entertained outside

the process of negotiation / discussion with the Committee.

Note: High Court of Chhattisgarh, Bilaspur may waive any minor informality or non- conformity or irregularity in a Bid.

3. High Court of Chhattisgarh, Bilaspur reserves the right to accept or reject any Bid and to annul the Bidding 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 Tendering Authority's action.

**Payment Terms: -**

Payment will be made on receiving successful installation report/testing report of the ordered DSCs at the desired locations. Certificate of successful installation shall be provided by the bidders after obtaining installation report from the District and Subordinate Courts, successful installation and testing report will be provided by the concerning District Judge/Nodal Officer or any authorized Officer by the District & Sessions Judge of the concerned Court.

**Bid Security (EMD – Earnest Money Deposit)**

1. EMD Rs. 2,000/- (Rupees Two Thousand only). Payment can be made through DD/Bank Guarantee valid for three months in each case favouring Registrar General, High Court of Chhattisgarh, Bilaspur (C.G.) payable at Bilaspur.
2. Successful bidder will have to submit Performance Security Deposit of 10% of actual value of contract through bank guarantee in favour of Registrar General, High Court of Chhattisgarh, Bilaspur for the period of validity of the DSC.
3. The Earnest Money Deposit will be returned to the unsuccessful bidder within 15 days from the issuance of the Purchase Order of award of contract. And Earnest Money Deposit of successful bidders will be returned after receiving of the Performance Bank Guarantee.

**Performance Bank Guarantee:-**

1. The successful Bidder shall at his own expense submit within fifteen (15) working days from the date of Notice of award of the Contract or Prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (Annexure-I) of an amount equivalent to 10% of Contract value in Indian Rupees.
2. No interest shall be payable on the Performance Bank Guarantee.
3. Performance Bank Guarantee shall remain valid for the period of validity of the DSC. Two Years and in case of renewal of DSC, the bidder will submit fresh Bank Performance guarantee.

**Contract / Agreement:-**

1. Failure of the successful Bidder to agree with the Terms and Conditions of the Bid/Contract shall constitute sufficient grounds for the annulment of the award, in that event, Tender issuing Authority may make the award to the next Best Value Bidder or call for new Bids.

**Legal Jurisdiction:-**


All Legal disputes are subject to the jurisdiction of Bilaspur (Chhattisgarh) only, preceded by Arbitration.

**Format of Financial Bid**

Sl. No.	Name of the Article	Qty.	First Time Rates of Digital Signature Certificates for Two Years Validity				Renewal charges of Digital Signature Certificates for Two Years Validity			
			Rates of per DSC (In Rs.)	GST	Total (In Rs.) (4+5)	Price of 67 Nos. Of DSC (3x6) for identification of L1 Bidder.	Rates of renewal of per DSC (In Rs.)	GST	Total (In Rs.) (8+9)	Rates of renewal of 67 Nos. of DSC (In Rs.) (3x10)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
1.	Class-II Digital Signature Certificate for digitally signing Orders and Judgements.	67								

**Note:-** L1 bidder shall be decided as per the rate mentioned in the column no. (7) and Renewal charges should not be exceed the rates mentioned in the column no. (7).

Date:  
Place: Bilaspur (C.G.)

  
(Mr. Arvind Kumar Verma)  
Registrar General  
High Court of Chhattisgarh,  
Bilaspur (C.G.) 11.07.2022

**Annexure-I**

**PROFORMA OF PERFORMANCE BANK GUARANTEE  
{to be submitted by the bidder's bank}**

(To be submitted on Non-Judicial stamp paper in accordance with Stamp Act and to be issued by a Nationalised/ Scheduled bank having its branch at Bilaspur (Chhattisgarh) (Payable at par at Bilaspur (Chhattisgarh))

To,

Registrar General,  
High Court of Chhattisgarh,  
Bilaspur (C.G.)

(Guarantee shall be restricted to an amount not exceeding Rs.....  
(Rupees.....only))

1. In consideration of the High Court of Chhattisgarh, Bilaspur (hereinafter called "CGHC") having agreed to exempt M/s.....(hereinafter called "the said Contractor(s)" from the demand under the terms and conditions of an Agreement No..... dated..... made between the High Court of Chhattisgarh, Bilaspur through Registrar General and ..... (Contractor) hereinafter called "the said agreement" for the work ..... from security deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said agreement on production of a Bank Guarantee for Rs. ....(Rupees.....only) on demand.
2. We .....(Indicate name of the Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the CGHC. Any such demand made on the Bank by the CGHC shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the CGHC and we.....(indicate name of the Bank), bound ourselves with all the directions given by CGHC regarding this bank guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....).
3. We (indicate name of the bank), undertake to pay to the CGHC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding before any court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.

4. We (indicate name of the bank) further agree that the performance guarantee herein contained shall remain in full force and effective upto <Date> and that it shall continue to be enforceable for above specified period till all the dues of CGHC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the CGHC certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We (indicate name of the bank) further agree with the CGHC that the CGHC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercised by the CGHC against the said contractor(s) and to forbear or enforce any of the RFP conditions for selection of the vendor for supply of NAS and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part the CGHC or any indulgence by the CGHC to the said contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of us .....(indicate the name of Bank) under this guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)
7. We .....(indicate the name of Bank) lastly undertake not to revoke this guarantee except with the prior consent of the CGHC in writing.
8. This performance guarantee shall remain in valid and in full effect until it is decided to be discharged by the CGHC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for the CGHC to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the CGHC may have obtained or obtain from the contractor.
10. We ..... (indicate the name of Bank) verify that we have a branch at Bilaspur. We undertake that this Bank Guarantee shall be payable at any of its branch at Bilaspur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Date ..... (Signature) .....

Place ..... (Printed Name) .....

(Designation) .....

(Bank's common seal) .....

In presence of:

WITNESS (with full name, designation, address & official seal, if any)

(1) .....

(2) .....

**Bank Details**

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number: