

HIGH COURT OF TRIPURA

AGARTALA – 799 010

F. 6(21)-HC/2022/21082-88

Dated, Agartala, the 24th August, 2022.

NOTICE INVITING TENDER (NIT)

Sealed Tenders are invited from the authorized Distributors/Dealers/Suppliers of reputed brands for **'Supply, Installation & Testing of LAN (Local Area Network) items for the 3 (three) District Legal Service Authorities (DLSA) of Tripura'** as per the distribution list at **'Annexure – I'** by strictly maintaining the terms & conditions mentioned herein below:

1. The date for the schedule of key events of this tender is given as under: -

Sl. No.	Events	Date and Time
1.	Tender No.	<i>F.6(21)-HC/2022/<u>21082-88</u></i>
2.	Tender Fees	₹ 500/-
3.	Bid Security/ Earnest Money Deposit	₹ 3,000/-
4.	Bid Validity	90 days from the Bid Due Date
5.	Last Date & Time for submission of Bid	<i>23rd Sep.2022 at 4:00 PM</i>
6.	Date & Time for opening of Technical Bid	<i>26th Sep. 2022 at 12:00 Noon</i>
7.	Date & Time of opening of Financial Bid	To be notified later on in the High Court website (https://thc.nic.in)
8.	Venue of opening of the Technical & Financial Bid	Chamber of the Registrar (Admn. P & M), Ground Floor, High Court of Tripura.
9.	Delivery & Testing Schedule	30 days from the date of issuance of Purchase Order

2. Scope of work: Supply, Installation & Testing of LAN materials as per enlisted specifications and quantity at Annexure-I for three DLSAs of Sepahijala, Dhalai and Khowai districts situated at the Court Complexes of Sonamura, Ambassa and Khowai.

3. Contact Person's Address for correspondence and clarifications:

O/o, Deputy Registrar (Vigilance) -cum- CPC,

High Court of Tripura, Capital Complex,

Agartala, Tripura (W) PIN – 799010.

Phone : (0381) 2415799 (From 10:30 AM - 4:30 PM on working days only)

Mobile : +91-8258984391 (From 10:30 AM - 4:30 PM on working days only)

Email : thc.itcell@indiancourts.nic.in

4. **Tender Fees:** The interested eligible bidder has to submit the **tender fees of ₹ 500/-** (Rupees Five Hundred) only in the form of a Demand Draft drawn on a Nationalized Bank in favour of the Registrar (Admn. P & M), High Court of Tripura payable at Agartala at the time of submission of bids. The tender fees will be non-refundable. The date of the Demand Draft submitted for the same should not be earlier than the date of issue of this NIT.
5. **Bid Security/Earnest Money Deposit:**
- 4.1. The bidder has to submit an interest-free **Bid Security/ Earnest Money Deposit (EMD)** of ₹ 3,000/- (Rupees Three Thousand Only) in the form of a Demand Draft drawn on a Nationalized Bank in favour of the Registrar (Admn., P & M), High Court of Tripura payable at Agartala at the time of submission of bids. The date of the Demand Draft submitted for the same should not be earlier than the date of issue of this NIT.
- 4.2. The Bid Security Cost shall remain valid for a period of ninety (90) days from the date of opening of the Technical Bids.
- 4.3. The E.M.D may be forfeited due to following reasons:
- a) If the Bidder withdraws bid during the period of bid validity.
 - b) If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity.
 - i. fails or refuses to execute the Contract Form, if required;
 - ii. fails or refuses to furnish the Performance Security, in accordance with the terms of this NIT;
- 4.4. Unsuccessful bidder's EMD shall be refunded back as promptly as possible, but not later than thirty (30) days after the expiry of the period of bid validity.
- 4.5. The Bid Security of the successful bidder shall be returned only after the submission of their acceptance against the issued award of contract within the stipulated time period and furnishing of the performance security.
6. **Period of validity of Bid:** The offer submitted by the bidder shall be valid for a period of 90 days from the date of opening of the Technical Bid. A quotation valid for a shorter period may be rejected as non-responsive. In exceptional circumstances, High Court of Tripura may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing/email. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
7. **Bid Price:** The Bidders would have to quote the prices in Indian Rupees only for the total scope of work including supply and testing of the LAN items. **No itemized**

bidding is allowed. Prices quoted must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications, whatsoever. The Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. The Price quoted should be inclusive of GST and all other applicable Taxes/Duties and valid for the abovementioned Bid Validity Period.

8. **Site Visit by interested eligible bidders:** The bidder may visit the sites of DLSA and obtain information at its own responsibility and risk. The costs of visiting the offices shall be at the bidder's own expense. However, failure of a bidder to visit a site will not be a cause for its disqualification. Department shall consider arrangement for the bidder's personnel to gain access to the offices during the office-hours between 29.08.2022 to 07.09.2022.
9. **Warranty:** For the warranty of items, please refer **Annexure -I**;
10. **Superscripting NIT Proposal Envelop:** The Bidders shall submit their Bids in three separate sealed envelopes in the following format:
 - a) **COVER A** containing TENDER FEES & EMD should be sealed in a separate envelope subscribing "**Tender Fees & EMD**";
 - b) **COVER B** containing TECHNICAL BID should be sealed in a separate envelope subscribing "**Technical Bid**".
 - c) **COVER C** containing FINANCIAL BID should be sealed in a separate envelope subscribing "**Financial Bid**".

All the above mentioned three envelopes together should be enclosed and submitted in a properly sealed separate envelope mentioning the name of the NIT as "**Tender for Supply, Installation & Testing of LAN items of three DLSAs of Tripura**" alongwith the Tender Ref. No. If any Bidder deviates from submitting its Bid in this prescribed format, the Bid shall be summarily rejected and shall not be taken into consideration for evaluation.

11. **Last Date of Submission of the Bid:** Sealed Envelope containing Quotation in the above-mentioned format should be submitted by the Bidder to the Office of the High Court of Tripura **strictly within 4:00 PM on or before 23rd Sep. 2022**. The envelope containing the quotation must be dropped in the Receipt Desk (Ground Floor) of the Establishment Section of High Court of Tripura during the working hours of the office on all working days. Tenders received from any Bidder after the stipulated date and time, for reasons whatsoever, shall not be taken into consideration for Bid Evaluation and will be summarily rejected.

The High Court of Tripura may, at its discretion, extend the last date/ time for submission of bids by amending the Tender Document, in which case all rights and obligations of the Purchaser and Bidders previously subject to the last date/time will thereafter be subject to the last date/time as extended.

- 12. Opening of the NIT Proposal:** *The Tenders received only within the stipulated date and time shall be opened in the Chamber of the Registrar (Admn, P &M) on **26th Sept., 2022 at 12:00 PM** in presence of the Bidders/duly authorized representative of the Bidders who may desire to be present. On completion of evaluation of the Technical Bids, the list of the technically qualified bidders along with the date and time of opening of Financial Bids shall be notified by the High Court in its official websites and also communicated to the technically qualified bidders via email in advance.*

The date of opening of the Bids may, however, be changed, if required, at the discretion of the Authority with notice to the Tenderers;

13. SUBMISSION OF DOCUMENTS:

13.1. *The following documents are to be submitted by the Bidders in the envelope 'COVER-B' alongwith the Technical Bid:*

- a) Bidder's Profile as per **Annexure-II**;*
- b) Technical Bid Letter as per **Annexure-III**;*
- c) Duly attested copies of the pre-qualification documents to establish eligibility criteria as under:*
 - (i) Documents in proof of GST Registration, TIN No, TAN No. and PAN No.;*
 - (ii) Last three years Income-tax Clearance Certificate;*
 - (iii) Audited Balance sheets of last three years;*
 - (iv) Valid supply order of appropriate value with successful completion certificates of similar works executed during the last 3 years as on 31st March 2022;*
 - (v) Undertaking that the Bidder has not been blacklisted by any High Court of the Country/Central/ State Government/ Public Sector Undertaking/ Autonomous Bodies under Central and State Governments in India as per **Annexure-VI**;*
 - (vi) Proof of office address in Agartala, Tripura.*
- d) Technical proposal indicating Make & Model of LAN items offered with detailed specifications.*

- 13.2.** The following documents are to be submitted in the envelope 'COVER-C' alongwith the Technical Bid:
- a) Financial Bid letter as per **Annexure-IV**;
 - b) Price bid as per **Annexure-V**.
- 14. PRE-BID QUERIES:** No pre-bid session shall be held with respect to this NIT. However, bidders may send their queries regarding this NIT in the official email- thc.itcell@indiancourts.nic.in upto 31st August, 2022 by 5:00 PM having subject line as 'NIT No. F. 6(21)-HC/2022/21082-88 dated 24.08.2022 Query in c/w NIT'.
- 15. BID EVALUATION PROCESS:**
- 15.1.** Technical Bids of only those bidders will be opened whose Earnest Money Deposit (EMD) /Bid Security and Tender Fees is received by the Purchaser before the last date/ time of submission indicated above.
 - 15.2.** Each document comprising Technical Bid as mentioned in the NIT must be submitted with signature at all pages. The submitted documents must prove bidder's eligibility as specified in the NIT.
 - 15.3.** The Bidder will be dis-qualified in technical bid in case of absence of any one of the required documents fulfilling eligibility criteria or mis-match in the technical specification of make & model specified by the bidder with the technical specification of the LAN items as mentioned in the NIT.
 - 15.4.** Financial bid of only those bidders will be opened who qualifies in Technical Bid.
 - 15.5.** Financial bid in the same format as mentioned in the tender must be submitted with signature at all pages.
 - 15.6.** Arithmetic Error, if any, in the price breakup will be rectified on the following basis:
 - a) If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected.
 - 15.7.** **The L1 bidder will be arrived at on the basis of the grand total.** Ranking of the Bidders will be done according to the total amount of price quoted for all the LAN items. Bidder who has quoted the lowest rate in grand total will be ranked first and so on.
- 16. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:** The Purchaser reserves the right to accept any bid (including the L1), and to annul the Tender 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 the Purchaser's action.

17. **LETTER OF INTENT / NOTIFICATION OF AWARD:** *The letter of intent / notification of award shall be issued to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the Contract satisfactorily. The successful Bidder shall be required to furnish a letter of acceptance to it within 7 days of issue of the letter of intent / notification of award by Purchaser.*
18. **SIGNING OF CONTRACT:** *Within 15 days of the receipt of notification of award from the Purchaser, the successful Bidder shall sign a Contract with the Purchaser. The Contract shall contain a condition that the rate of the LAN items approved by the Purchase Committee of the High Court shall remain valid for one year from the date of signing of the Contract and the Contractor will be empanelled for next one year so that in case of additional purchase/supply requirement, PO may be directly issued for supply of the items as per approved rate.*
19. **PERFORMANCE SECURITY:**
 - 19.1. *Within 15 days after the receipt of notification of award of the Contract from the High Court of Tripura, the successful bidder shall furnish Performance Guarantee to the High Court, which shall be equal to 3 % of the value of the Contract and shall be in the form of a Guarantee Bond from a Nationalized / Scheduled Bank. The validity of the Performance guarantee submitted should be for a period of two months beyond the expiry of Contract period.*
 - 19.2. *The performance guarantee shall be deemed to govern the following guarantees from the successful Bidder, in addition to other provisions of the guarantee:*
 - (i) *The networking equipment supplied under the contract shall be free from all defects/bugs and upon written notice from the High Court, the successful Bidder shall fully remedy, free of expense to the High Court, all such defects/bugs as developed under the normal use of the said equipment.*
 - (ii) *To fulfill the conditions of Purchase Order.*

(iii) The performance guarantee is intended to secure the performance of the entire system. However, it is not to be construed as limiting the damages stipulated in any other clauses.

20. Delivery Schedule of Supply & Testing: The successful Bidder in whose favour the Purchase Order will be issued after Award of Contract shall have to complete the supply and testing of the LAN items **within 30(thirty) days** of the issuance of the Purchase Order. The delivery and testing location will be on-site at the Offices of the DLSAs as mentioned in Clause No. 2. Any increase/decrease in quantity will be ON PRO-RATA BASIS. However, High Court of Tripura shall place the order for required additional quantity as and when required by giving a written request to the Bidder.

21. PAYMENT TERMS & CONDITIONS:

21.1. The payment to the Contractor shall be made as under:

Item delivery & Installation	Release of payment
Delivery of the LAN items as per quantities mentioned in the Purchase Order within the fixed delivery date to the Office of the respective DLSAs and successful testing of all the LAN items with 'TESTED OK' Report from the System Officer of the Court Complex & District Secretary of the respective DLSAs.	100% payment as per Invoice raised by the Contractor shall be released after successful delivery and testing of the LAN items as per Purchase Order subject to submission of Performance Security as per terms of condition of the NIT. There shall not any part-payment prior to completion of the testing.

21.2. No advance payment will be made.

21.3. Payment will be made only after submission of following documents by the Contractor:

- Pre-receipted bills in 5 copies raised in favour of 'Registrar (Admn., P & M), High Court of Tripura, New Capital Complex, Agartala- 799010'.
- Delivery Challan and Tested OK Report duly countersigned by the System Officer of the Court Complex & District Secretary of the respective DLSAs.

21.4. No amount would accrue to the Contractor in case of failure to furnish Performance Security.

22. WARRANTY: The Bidder warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. This warranty shall remain valid for a period of a minimum 12 months

after the Goods or any portion thereof as the case may be, have been delivered, installed/commissioned and accepted on-site indicated in the Contract.

- 23. ON-SITE SUPPORT DURING THE WARRANTY PERIOD:** *The successful Bidder shall provide on-site support and maintenance of the LAN items at the Offices of the respective DLSA during the warranty period of one year after the successful supply & testing of the items. The High Court shall promptly notify the successful Bidder in writing/email of any claims arising under this warranty. Upon receipt of such notice, the successful Bidder shall, within 24 hours and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the High Court. If the said Bidder, having been notified, fails to remedy the defect(s) within the period specified before, the High Court may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which the High Court may have against the Bidder under the Contract.*
- 24. Liquidated Damages for Delay:** *Subject to Clause 25, if the successful Bidder fails to complete the supply & testing of the LAN items as per Delivery Schedule of this NIT, then the Bidder shall pay to High Court of Tripura liquidated damages at the rate of the 0.5 % of contract value for per week (7 days) of delay or part thereof subject to maximum of 10% of the contract value. The High Court may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Bidder. The payment or deduction of such damages shall not relieve the Bidder from his obligation to complete the Works, or from any other of his obligations and liabilities under the contract. Once the maximum is reached, the High Court may consider termination of the contract pursuant to Clause 25.*
- 25. TERMINATION FOR DEFAULT:** *The High Court of Tripura, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part.*
- (i) if the Contractor fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the High Court;*
 - (ii) if the Contractor fails to perform any other obligation(s) under the contract.*
- 26. Force Majeure:** *The right of the Contractor to proceed with the work shall not be terminated because of any delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not limited to acts of God, war or revolutions or civil commotions, fires, epidemics, quarantine restrictions and freight embargos. If a Force Majeure*

situation arises, the Contractor shall promptly notify the High Court of Tripura in writing/email of such condition and the cause thereof. Unless otherwise directed by the High Court in writing/email, the Contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek, all reasonable alternative means for performance not prevented by the Force Majeure event.

- 27. RESOLUTION OF DISPUTES:** *The High Court of Tripura and the Contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract. Any claim, dispute or difference arising out of or in connection with this agreement and which cannot be settled by mutual consultations, shall be referred to sole Arbitration or an Arbitrator to be appointed by mutual consultations. The award of the Arbitrator shall be final and binding between the parties as per the terms and conditions of the Agreement to be executed on award of contract. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996 and shall be conducted in Agartala. All disputes under this contract shall be subject to the jurisdiction of High Court of Tripura.*
- 28. Declaration for Authorized Service Centre:** *The Bidder shall clearly mention whether there is any OEM Authorized Service Center at Agartala for maintenance/repair of the LAN items offered by the bidders;*

REGISTRAR (Admn., P&M)

COPY TO:

1. *The Member Secretary, Tripura State Legal Services Authority, East Bank of Melarmath Dighi, Agartala for information and necessary action;*
2. *The Joint Registrar & DDO, High Court of Tripura, Agartala for information;*
3. *The Deputy Registrar (Vigilance)-cum-CPC, High Court of Tripura, Agartala for information and necessary action;*
4. *The System Analyst, High Court of Tripura, Agartala with a request to upload the NIT in the website of the High Court of Tripura, Agartala;*
5. *Superintendent, Store Section, High Court of Tripura, Agartala;*
6. *NOTICE BOARD, High Court of Tripura, Agartala &*
7. *ORDER FILE.*

REGISTRAR (Admn., P&M)

ANNEXURE - I

Sl.	Technical Specifications of LAN items (All specifications including warranty period are minimum only)		Warranty period	Compliance (Yes/No)
1	9U Rack for Network Switch	Rack Standard : Wall Mount Dimension : 9U x 600 W x 600 D Construction : Welded & Front Glass Door with Lock & Key, Frame : Steel Equipment Mounting : DIN Standard Slots Mounting Angle : 19" Mounting angles Power Distribution Unit : 6 Socket 5/15Amp. Roof Mounted Fan : Unit /90 CFM /230V AC (1 No)	N/A	
2	16 Port Unmanaged Network Switch with Power Cable	OEM Brand- D-Link/TP Link or equivalent <ul style="list-style-type: none"> • Eight auto-sensing 10/100 Mbps Fast Ethernet ports. • Auto-MDI/MDIX crossover. • 16 GBPS Switching Capacity. • 24 x Ethernet 10Base-T, Ethernet 100Base-TX, Ethernet 1000 Base-T. Data Transfer Rate : <ul style="list-style-type: none"> • Ethernet: 10/20 Mbps • Fast Ethernet: 100/200 Mbps • Gigabit Ethernet: 1000/2000 Mbps 	Minimum 1(one) yr. but preferably for 3 yrs.	
3	CAT 6 UTP LAN Cable (each box containing 305Mtrs)	Patch Panel Type Cat 6 Length 305m Packaging Types Roll/Coil Insulation Material 24 AWG Multi Cores bare Copper.	N/A	
4	16 Port Patch Panel	Complied with the ANSI/TIA/EIA 568C.2 & ISO/IEC 11801 standard	N/A	

BIDDERS PROFILE & FORMS

BIDDERS PROFILE & FORMS										
SL No	Particulars	Details to be Furnished								
Details of the Bidder (Sole Proprietorship/Firm/Company)										
1	Name of the bidder									
2	Address	PIN : <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>								
3	Contact details	Phone : Fax:								
		Email ID (if any) :								
		Website(if any) :								
Details of Authorized Person										
4	Name:									
5	Address									
6	Telephone :									
Information about the bidder (Sole Proprietorship/Firm/Company)										
7	Status & legal character of bidder (Public Ltd/Pvt. Ltd., Provide Ref e.g. Roc Ref#)	Date:								
		Ref:								
8	Number of Professionals									
9	Location and Address of Offices (in Tripura, if any)									
10	Service Tax Registration Number									
11	Income Tax Registration Number (PAN)									
12	Sales Tax Registration Number (VAT)									

Signature of the Bidder

TECHNICAL BID LETTER

**To,
The Registrar (Admn. P & M),
High Court of Tripura
Agartala-799010.**

Ref: NIT No: _____ dated _____.

Sir,

1. I/We am/are an established Contractor in the area of supply and installation of Networking Equipment/ LAN and offer to provide the material and services in line with NIT No. _____ dated _____ at the prices and rates mentioned in the Price Bid.

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

- a. Bidder's Profile (Annexure-II)
- b. Bid Letter (Annexure-III)
- c. Pre-qualification documents in support of eligibility criteria.
- d. Technical proposal indicating Make & Model of Networking Equipment offered with detailed specifications.

3. I/We agree to abide by our offer for a period of 90 days from the date fixed for opening of the Technical Bids.

4. It is certified that our firm/company is having mandatory registrations such as GST/TIN/TAN/PAN etc.

5. I/We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender. We do hereby undertake, that, in the event of acceptance of our bid, the services shall be provided as stipulated in the Tender document and that we shall perform all the incidental services.

6. I/We do hereby undertake that, until a formal contract is prepared and executed, this bid, together with your award of contract and my/our acceptance shall constitute a binding Contract between us.

Dated this day of _____

Yours faithfully,

(Full signature of the Bidder)

Name & designation:

Company/Firm Seal:

FINANCIAL BID LETTER

**To,
The Registrar (Admn. P & M),
High Court of Tripura
Agartala-799010.**

Ref: NIT No: _____ dated _____.

Sir,

1. Having examined the NIT for supply & testing of LAN items of DLSA of District Judiciary of Tripura, I/we, the undersigned, offer to provide LAN items in conformity with the NIT No. _____ dated _____ for the sum of (Total bid amount in words and figures).
2. I/We enclose herewith the I/We enclose herewith the Price Schedule in the prescribed form.
3. I/We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to supply/ installation of Networking Equipment and other services as per these terms and conditions.
4. I/ We agree to abide by our offer for a period of 90 days from the date fixed for opening of the Technical Bid.
5. I/ We understand that you are not bound to accept the lowest or any bid you may receive.
8. If my/our bid is accepted, I/we will provide Bank guarantee for a sum equivalent to 3 % of the Contract Price for the due performance of the Contract as prescribed in the NIT.
9. I/We do hereby undertake, that, this bid, together with your award of contract and our acceptance shall constitute a binding Contract between us.

Dated this day of _____

Yours faithfully,

(Full signature of the Bidder)

Name & designation:

Company/Firm Seal:

Bid Price Form (BOQ) [Specimen – not to quote here]**NIT for Supply, Installation and Testing of the Networking Items for three DLSAs of Dhalai, Sepahijala and Khowai districts of Tripura.**

Bidder's Name & Address :

To

The Registrar (Admn. P & M),
High Court of Tripura,
Capital Complex,
Agartala, Tripura (W) – 799010.

Format for Commercial Proposal/BOQ

SL NO	Item Description	Qty	Unit Rate (in INR)	Tax	Total Unit Rate (inclusive of all taxes)	Total Amount (in INR)
1.	9U Rack for Network Switch	3 nos.				
2.	16 port Network Switch	3 nos.				
3.	CAT 6 LAN Cable (305m of 1 box Copper Coil)	3 Coil				
4.	IO Box with IO (Per site 6-IO Boxes)	18 nos.				
5.	16 port Patch Panel	3 nos.				
6.	Patch Cord (10ft.)	18 nos.				
7.	Patch Cord (3ft.)	18 nos.				
8.	PVC Duct pipe (10ft.)	1 no.				
9.	Fixing, Installation and Testing for 3 sites	3 sites				
Total Cost (in words) :						

Note: i. The quantity of CAT6 LAN Cable and PVC Duct Pipe may vary as per actual requirement during the time of installation and thus the **actual billing amount also will vary accordingly.**

ii. The Total Unit Rate will be valid for ONE YEAR from date of signing Contract by the successful bidder, for additional procurement, if any, inclusive of all taxes & duties and three years onsite warranty cost of all the items.

Total Amount in Rupees: ₹ _____ (In figures)

(In Words) _____

Authorized Signatory

SELF-DECLARATION

**To
The Registrar (Admn. P & M)
High Court of Tripura,
Capital Complex,
Agartala, Tripura (W) – 799010.**

Ref: _____

Date: _____

Dear Sir

We, the undersigned, hereby declare that, we are not involved in any litigation with any client which will impact execution of this project. We are not under a declaration of ineligibility for corrupt or fraudulent practices. We are not **Black-listed** with any of the High Court/ Central Government Department/ State Government Department Public Sector Undertaking in India. We further declare and certify that the software & proposed licenses used in the project are not procured from any blacklisted agencies done by Government of Tripura/any other Government Departments.

Name of the Bidder: -

Signature: -

Seal of the Company:

**Performance of Bank Guarantee for Contract Performance Security Deposit
(To be stamped in accordance with Stamp Act.)**

Ref: Bank Guarantee No. _____

Date: _____ 2022

**To
The Registrar (Admn. P & M)
High Court of Tripura,
Capital Complex,
Agartala, Tripura (W) – 799010.**

Dear Sir,

WHEREAS..... (name of the successful tenderer) hereinafter called "the Service Provider" has undertaken, in pursuance of Contract dated 2022 (hereinafter referred to as "the Contract") to undertake Phase-II of the eCourts Project & allied works for the High Court of Tripura hereinafter called 'the Purchaser'.

AND WHEREAS it has been stipulated in the said Contract that the Service Provider shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank for the Phase-II of the eCourts Project & allied works.

WHEREAS we ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the High Court of Tripura the Guarantee:

THEREFORE the Bank hereby agrees and affirms as follows:

- a) The Bank hereby irrevocably and unconditionally guarantees the payment of ₹_____ [being 3 % of the sum of order value (CAPEX only)] to High Court of Tripura, Agartala, under the terms of their Agreement dated on account of full or partial non-performance / non- implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards High Court of Tripura under this Guarantee shall not, under any circumstances, exceed in aggregate.
- b) In pursuance of this Guarantee, the Bank shall immediately upon the receipt of a written notice from High Court of Tripura stating the service is unsatisfactory, which shall not be called in question, in that behalf and without delay/demur or set off, pay to High Court of Tripura any and all sums demanded by High Court of Tripura under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from High Court of Tripura to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Attention Mr.
- c) This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 5 years from the date of its execution. However, the Guarantee shall, not less than 30 days, prior to its expiry, be extended by the Bank for a further period of 12 months or more, in case it is required. The

Bank shall extend the Guarantee annually in the manner herein before till completion of the entire project work.

- d) The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
- (i) any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
 - (ii) any breach or non-compliance by the Service Provider with any of the terms and conditions of any Agreements/credit arrangement, present or future, between service Provider and the Bank.
- e) The BANK also agrees that High Court of Tripura at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against SERVICE PROVIDER and notwithstanding any security or other guarantee that High Court of Tripura may have in relation to the Solution Provider's liabilities.

This Guarantee shall be governed by the laws of India and only the courts of Tripura, shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this Day of2022.

Witness

(Signature) (Name)

(Signature) (Name)

Bank Rubber Stamp

(Official Address) Designation with Bank

Stamp Plus Attorney as per Power of Attorney No..... dated:.....