(Tender Notice No.: THC/C-AMC/Computer & Accessories/2022)

F.6(28)-HC/2022/<u>15962</u>

Dated, Agartala, the 2<sup>nd</sup> July, 2022

**NOTICE INVITING TENDER** 

Notice Inviting Tender for Comprehensive Annual Maintenance Contract (CAMC) of the hardware equipments comprising of Computers, Laptops/MacBook, Sony LED Display TVs, LAN items, Printers etc. of the Registry for the year 2022-23 of High Court of Tripura has been published on the official website of High Court of Tripura at <a href="https://www.thc.nic.in">https://www.thc.nic.in</a>.

The bidders may visit the official website of the High Court of Tripura to download the Tender document and submit their bid in the prescribed format to the office of the undersigned in time.

Sd/-

(S. Chakraborty)

Registrar (Admn., P & M) Phone :(0381)2413669/2415799

Email: thc.itcell@indiancourts.nic.in

#### **HIGH COURT OF TRIPURA**

#### **AGARTALA**

(Tender Notice No.: THC/AMC-1/Computer & Accessories/2022)

F.6(28)-HC/2022/<u>15963-69</u>

Dated, Agartala, the 2<sup>nd</sup> July, 2022

#### **NOTICE INVITING TENDER**

Fresh Sealed Quotations are invited from the reputed and experienced Service provider/firms/Supplier/Contractor for **Comprehensive Annual Maintenance Contract (AMC)** of Computers/AIO PC, Apple MacBook & Laptops with operating system, Display Board(TV), Printer and Scanner for minimum one year as per the terms & conditions mentioned 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.	F.6(28)-HC/2022/15963-69
2	Tender Fees	₹ 500/-
3	Bid Security/ Earnest Money Deposit	₹3000/-
4	Bid Validity	90 days from the Bid Due Date
5	Last Date & Time for submission of Bid	25.07.2022 at 4:00 P.M.
6	Last Date & Time for submission of Bid Security/EMD	25.07.2022 at 4:00 P.M.
7	Date & Time of opening of Technical Bids	27.07.2022 at 4:00 P.M.
8	Date & Time of opening of Financial Bids	To be notified later on in the High Court website ( <a href="https://thc.nic.in">https://thc.nic.in</a> )
9	Venue of opening of the Technical & Financial Bid	Chamber of the Registrar (Admn., P & M), Ground Floor, High Court of Tripura.

- **2. Period of Contract:** The contract is valid for one year from the date of signing of final Agreement of Contract. This may be renewed after completion of one year subject to satisfaction of the authority i.e. High Court of Tripura.
- **3. 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 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.

#### 4. 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 High Court Tripura 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.
- **5. 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.
- **6. Bid Price:** The Bidders would have to quote the prices in Indian Rupees only for the total scope of work. **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.
- 7. **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 emailthc.itcell@indiancourts.nic.in up to 18.07.2022 by having subject line as 'NIT No.F.6(28)-HC/2022/15963-69 dated 2<sup>nd</sup> July, 2022 Query in connection with CAMC'.

#### 8. BID EVALUATION PROCESS:

- **8.1.** Technical Bids of only those bidders will be opened whose Earnest Money Deposit (EMD) /Bid Security and Tender Fees is received by the High Court Tripura before the last date & time of submission indicated above.
- **8.2.** 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.
- **8.3.** The Bidder will be disqualified in technical bid in case of absence of any one of the required documents fulfilling eligibility criteria as mentioned in the NIT.
- **8.4.** Financial bid of only those bidders will be opened who qualifies in Technical Bid.
- **8.5.** Financial bid in the same format as mentioned in the tender must be submitted with signature at all pages to be produced by the bidder.
- **8.6.** 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.
- **8.7. The L1 bidder will be arrived at on the basis of the grand total.** Ranking of the **Bidders** will be ascertained according to the total amount of price quoted for all the items. Bidder who has quoted the lowest rate in grand total will be ranked first and so on.
- **9. Replacement of Parts:** Maintenance cost of the Laptop, Desktop Computers or any other items like adaptor, Battery of Laptops or CMOS Battery of AIOs/PCs (Hardware and Software including Operating System if any; WINDOWS, UBUNTU for Desktops & Laptop) & replacement of spare parts of any items, if any should be inclusive in the AMC. All other consumable items except cartridge /Tonner of Printers should be included under AMC.
- **10. Replacement of Non-repairable Items:** If the AMC Vendor unable to repair any item(s) which comes under AMC, the AMC Vendor should replace it by new one with same technical specification or higher specification.
- **11. Quality of Spares:** The AMC provider shall provide new and original spare parts (OEM spare Parts), or higher on assemblies and subassemblies in place of such items, which develop defects/suffer breakdown during the period of AMC.
- **12. Preventive Maintenance:** Periodical preventive maintenance will be made once in every month by the firm and it is mandatory.
- **13. Additional Charges:** The AMC cost should be inclusive of all (traveling cost of service engineer, transportation cost etc.), if any. No charge for rendering service will be borne by the High Court.
- **14. Statutory Levies:** The AMC cost includes all statutory levies, if any, charged by State or Central Govt. for rendering this type of service.
- **15. Working Hours:** The maintenance work shall normally be done during office working hours, however, in case of emergency maintenance may be done beyond

- office hours and even on holidays. In such case, prior arrangement through proper communication should be worked out by the servicing agencies.
- **16.** The Bidder is required to quote for the complete scope of work. Partial quotes are liable to be rejected.
- **17. Reporting Authority:** The Service Engineer will be allowed to handle the respective equipments only with the permission of the officer in-charge.
- **18.** All AMC service providing companies having more than five years service record for providing AMC services of Servers, Network, Computers, Printers and related peripherals at Central Ministries/Departments, Central/State Government Bodies, Statutory bodies, Public sector organizations and fulfilling the conditions prescribed at **Clause No. 54.1.** are eligible for bidding.
- **19. Response Time:** Normal response time for repair is 24-hours from the actual time of reporting the problem to the Vendor of AMC, failure of which will strictly be followed as per the Response Time Table given below:

# Period Penalty Above 24 Hours & below 48 hours Warning but no penalty. Above 48 Hours & below 96 hours Time Above 96 hours A penalty of 1% of the contract amount per system. Above 96 hours A penalty of 2% of the contract

amount per system.

#### **RESPONSE TIME TABLE**

- **20. Court of Law:** Disagreement if any, arising out of the contract shall be settled by either party in a court of law under the jurisdiction of the High Court of Tripura.
- **21. Payment Term:** Payment of said AMC will be made on quarterly basis (25% of AMC value) after completion of the each quarter subject to satisfactory performance of the AMC firm, to be certified by technical wing of the High Court of Tripura.
- **22. Final Authority:** The final authority regarding payments, any dispute in AMC, etc. will be settled by the Head of the Organization who is offering the AMC i.e. High Court of Tripura.
- 23. High Court's Right To Accept Any Bid And To Reject Any Or All Bids: The High Court 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 High Court Tripura's action.
- **24. Letter Of Intent / Notification Of Award:** The Award of Contract 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.
- **25. SIGNING OF CONTRACT**: Within 15 days of the receipt of notification of award from the High Court Tripura, the successful Bidder shall sign a Contract with the High Court on a **Non-Judicial stamp** paper incorporating the terms & conditions. The Stamp duty for the said contract will be paid by the bidder.

#### **26. PERFORMANCE SECURITY:**

- **26.1.** 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 total 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 tenure.
- **26.2.** 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 Service rendered under the contract shall be satisfactory in all respect 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 AMC.
  - (iii) The performance guarantee is intended to secure the performance of the entire scope of work. However, it is not to be construed as limiting the damages stipulated in any other clauses.
- **27.** Work Order shall be issued only after execution of the Agreement and submission of the PBG (Performance Bank Guaranty) as per **Annexure-III**.
- **28.** AMC may be extended further for a period of 1 year or 2 years or more by the High Court of Tripura at same rate, terms & conditions or on mutually agreed terms subject to the satisfactory performance of the service provider during the AMC period.
- **29.** It will be the responsibility of the service provider to ensure timely service/maintenance/repair etc. as indicated in the tender throughout the AMC period.
- **30.** The successful Bidder will intimate through email as well as over phone/ Mobile phone as per there submitted information after observing official formalities of the Bid.
- **31.** The service provider is required to comply with the requirements of all the Acts, Rules and Regulations etc., if any, framed by the State Government/ Central Government relating to the contract work and the High Court will not be responsible for any breach thereof.
- 32. The service provider shall depute qualified resident service/ maintenance engineer(s) having Degree/ Diploma(in the field of IT/ Computer maintenance) and minimum of 3 year working experience in the relevant field, during the working hours generally 10.00 AM 5 PM on all working days as per the High Court Calendar (available in High Court's website at https://www.thc.nic.in/) to the High Court for attending day-to-day complaints, services, repair and maintenance. In the event of services, maintenance required after working hours or on holidays including gazette holiday, the service provider should provide services with no extra charges. In case of unsatisfactory performance, the service provider has to replace the existing engineer within 3 days of time.
- **33.** The resident service engineer(s) to be deputed for carrying out maintenance and repairs should possess knowledge in the relevant field and shall be well versed in

solving day-to-day problems and shall also be capable of installing the relevant software and configuration of any repairable item(s). He (they) shall be well versed with equipment/maintenance/ repair. He (they) shall also be equipped with all maintenance kits comprising tool box, multi-meter, tools (both hardware and software) etc. for analyze and troubleshoot any repairable item(s) and any other tools required for carrying out such services.

- **34.** The Bidder/ REs shall always keep minimum 03(three) units of each spares, such as CPUs, Monitors, Keyboards, Mouse, other Spare Parts (RAM, BIOS Cell, Adopter, Teflon Sheet etc.), Mother Board, Keyboard, SMPS, Display, other cables etc of Laptop in the premises with High Court of Tripura, as standby so as to put these in systems whenever required systems/ peripherals can be repaired urgently. Any cost incurred towards transportation of the faulty/ repaired as well as standby equipment shall be borne by the bidder and for this purpose no extra charge will be paid by the high Court of Tripura.
- **35.** In case any shifting and re-installation/re-fixation of any article under AMC as and when required shall be carried out by the service provider without any additional charge.
- **36.** The Bidder shall carefully examine and understand all the forms, instructions, terms & conditions etc. of the tender document to ensure that they have understood all conditions of the tender document. Failure to furnish the information required as per the tender document or submission of Bids not substantively responsive to the tender document shall be summarily rejected.
- **37.** Bidders are required to submit authorization letter to the signatory of the Bid by the competent authority of the Bidder, to participate in this Bid.
- **38.** The average financial turnover during the last three consecutive Financial Years (i.e. FY 2018-19, 2019-20 and 2020-21) should be at least ₹ 5 Lakhs per year for similar works.
- **39.** RE should have their own vehicle and mobile with them for emergency contact on Sunday/ Holidays. Mobile numbers are to be submitted in advance before deputing any REs for duty at High Court of Tripura.
- **40.** The Bidder shall not subcontract the maintenance job to any other outside agency.
- **41.** Preference may be given to the Bidder having ISO 9001:2000 or latest certification.
- **42. Any faulty part so replaced by the bidder/ REs needs to be submitted back to the Computer Section, High Court of Tripura,** Bidder should be fully responsible for any damage to the man & machine that occurs due to faulty workmanship of the bidder/ REs of the bidder during the period of the contract.
- **43.** TDS will be deducted at source from the contract price payable to contractor for performing the service under the contract.
- **44. Performance of the contract:** In case the services of the bidder are found not satisfactory at any time during the period of the contract, Registrar General, High Court Tripura reserves the right to terminate the contract along with forfeiture of the performance security and for any fraudulent activity (*committed during the bidding process by any bidder and after signing contract by the successful bidder*) the firm may also be BLACKLISTED.
- **45.** Tenderer will not be entitled to claim any compensation of what so ever nature if the termination/ cancellation of CAMC is imposed by High Court of Tripura for any reason.

- **46.** The bidder shall provide services for minimum *one month beyond the date of expiry of the contract without any extra cost* so that all the equipment under maintenance contract is handed over to the next contractor.
- **47.** Any equipment not made available in working condition on the last working day of the contract period shall be rectified/ repaired by the bidder within the next ten working days failing which the bidder/vendor need to supply the new IT hardware against the faulty hardware or the purchase cost thereof shall be deducted from the last/ final CAMC payment.
- **48.** In case an equipment/ item/ part is being taken out for repairs/ servicing to company's premises/ service centre, the service provider shall provide standby equipment/ item/ part and will take prior permission of High Court before taking the equipment/ item/ part out. The equipment/ item/ part being taken to the workshop for repair would be at service provider own risk and expenses.
- **49.** Call Reports should be prepared/ submitted after attending each call. Also, the service provider shall submit monthly reports to the High Court, stating the complete list of call reported/ resolved and status of the all AMC Items.
- **50.** The Tenderer/Bidder must have its own office or must have a service agent stationed at Agartala. The Tenderer is required to furnish certificate in this behalf and, if any, Service Agent is stationed at Agartala, then a certificate to that effect also.
- **51.** The Bids have to be submitted sealed in Two Bid System, in the proforma prescribed for the "**Technical Bid**" and the "**Financial Bid**". Bids not submitted in the prescribed proforma or Bids which are incomplete are liable to be summarily rejected.
- **52.** Financial Bid must be in Indian Rupees Only.
- **53. Superscripting CAMC 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 envelops together should be enclosed and submitted in a properly sealed separate envelope mentioning the name of the NIT as "Comprehensive Annual Maintenance Contract (CAMC) of the IT Equipments, 2022–23" 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.

#### **54.** Submission of Documents:

- **54.1.** The following documents are to be submitted by the Bidders in the envelope 'COVER-B' alongwith the **Technical Bid**:
  - (i) Bidder's Profile & Technical Bid Proforma as per **Annexure-I**;
  - (ii) Duly attested copies of the pre-qualification documents to establish eligibility criteria as under:

- (iii) Documents in proof of GST Registration and PAN No.;
- (iv) Last three years Income-tax Clearance Certificate;
- (v) Audited Balance sheets of last three years;
- (vi) 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-II;
- (vii) Proof of office address in Agartala, Tripura.
- **54.2.** The following documents are to be submitted in the envelope 'COVER-C' alongwith the **Technical Bid**:
  - a) Financial Bid/ Price bid Proforma as per Annexure-VI;
- **55.** 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 25.07.2022. The envelope containing the quotation must be dropped in the Receive Section (Ground Floor) of the Establishment Section of High Court of Tripura during the working hours of the office on all working days. Quotation 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 High Court Tripura and Bidders previously subject to the last date/time will thereafter be subject to the last date/time as extended.

**56. Opening of the NIT Proposal**: The Quotations received only within the stipulated date and time shall be opened in the Chamber of the Registrar (Admn, P &M) **on 27.07.2022 at 4:00 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 Bidders;

- **57.** The date of opening of the quotations may, however, be changed if required at the discretion of the Authority with intimation to the Bidders.
- **58. 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 maintenance services 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.
- **59.** *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.

- 60. 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.
- **61.** List of the Hardware with model/specification and actual price of the equipments are mentioned in *Annexure-V*. After Award of Contract, the selected bidder will verify the status of the hardware and accordingly codify with *Asset Code* for CAMC. During verification if any of the hardware equipment is found non-functional that may be excluded from the item list of the AMC and thus the total AMC value will be reduced accordingly.

# (S. Chakraborty) Registrar(Admn. P&M)

#### COPY TO:

- 1. Dy. Registrar (Vig.)-Cum- CPC, High Court of Tripura;
- 2. System Analyst, High Court of Tripura, Agartala with a request to upload the Notice Inviting Tender in the web site of the High Court of Tripura, Agartala;
- 3. Superintendent, Store Section;
- 4. Superintendent, Accounts Section;
- 5. NOTICE BOARD, High Court of Tripura, Agartala and
- 6. ORDER FILE.

Registrar(Admn., P&M)

(Tender Notice No.: THC/AMC-1/Computer & Accessories/2022)

#### **BID VALIDITY PERIOD:**

The Bid shall remain valid for a period of 90 days from the date of opening of the Technical Bid. However, in exceptional circumstances, the High Court may request the consent of the Bidder for an extension of the period of Bid validity. The request and the response thereto shall be made in writing. A Bidder accepting the request and granting extension will not be permitted to modify his Bid.

#### **CERTIFICATE**

I/We	certify that I/We	have
read and understood all th	e terms and conditions of the tender docum	nent and that I/We
	_ do hereby unconditionally accept all the te	rms and conditions
set out in the tender docum	ent. The information furnished in this Bid a	re true and correct
to the best of my/our knowl	edge and belief.	
Date:		
		ized Signatory
Place:		& designation) With Seal

(Tender Notice No.: THC/AMC-1/Computer & Accessories/2022)

#### **BIDDER'S PROFILE & TECHNICAL BID PROFORMA**

#### Part - I: General Information

#### (To be filled by Bidder)

Sl. No.	Description	Information to be furnished by Bidder				
1.	Description/name of the Bidder					
2.	Year of establishment/incorporation					
3a.	Whether proprietorship / partnership / limited company etc.					
3b.	Name(s) of the Proprietor / Partner / Managing Director etc.					
4.	Postal address :					
	Contact number(s)					
	Fax					
	e-mail					
5.	Whether the Bidder has any office or branch in Agartala, Tripura. If so, give details with complete address, Contact person & contact number(s).					
6.	Number of similar nature of works undertaken in the past with names of Institutions (brief description of work to be mentioned with Work Order and satisfactory completion certificate of the competent authority)					

Sl. No.	Description	Information to be furnished by Bidder
7.	Details of single/ two largest order(s) for similar nature of works completed/ executed during the preceding three financial years (i.e. FY 2017-18, 2018-19 and 2019-20)	
8.	Turnover for the last Three Financial years:  (a) 2018-19: (b) 2019-20: (b) 2020-21: Year wise audited Balance Sheet is required to be attached with the relevant Work Orders.	
9.	Turnover for the last three financial years from the similar nature of work:  (a) 2018-19: (b) 2019-20: (b) 2020-21:  Year wise audited Balance Sheet is required to be attached with the relevant Work Orders.	
10.	Details of the existing clients is required to be enclosed with this proforma in the following format:  (a) Name of the Company / Organization / Office  (b) Contact person with telephone number and E-mail.  (c) Contract Period  (d) Copy of Work Order / completion certificate is required to be enclosed	
11.	Whether the Bidder is executing or has performed work of a similar nature for other High Court(s)/ Civil Court(s) and if yes, give details.	
12.	Whether the Bidder is empanelled with a Government Undertaking / Government Organization/ Public Sector Undertaking and if yes, give details.	

Sl. No.	Description	Information to be furnished by Bidder
13.	Whether the Bidder has ever been black listed and if yes, give details.	
14.	Whether any criminal case is pending against the Bidders / their Partners/ Directors /Agents before any Court and if yes, give details.	
15.	The Bidder is required to furnish the following details with proof:  (a) PAN number  (b) Central Sales Tax / State	
	Registration Number	
16.	Bankers' Name and address (Bankers' solvency certificate is required to be attached)	
17.	Income Tax returns of the preceding three Financial Years (i.e. FY 2018-19, 2019-20 and 2020-21) are required to be attached	
18.	Any other information which the Bidder considers appropriate is required to be furnished for the purpose of this Bid.	

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Place:

Authorized Signatory
(Name & designation with Seal)

\*Note: One resident service/ maintenance engineer shall be deputed by the service provider onsite to handle day to day complaints/ services. Onsite/ remote services/ support & if required through specialized engineers are also being provided by the service provider as and when required.

#### **SELF-DECLARATION**

Bidder should submit the declaration being authenticated by any Judicial Magistrate  $1^{st}$  Class/ Notary Public. (Department reserves the right to verify the same by its own means)

To	
The Registrar (Admn., P & M)	
High Court of Tripura,	
Capital Complex,	
Agartala, Tripura (W) – 799010.	
Ref:	Date:2022
Sir	
We, the undersigned, hereby declare that, we are any client which will impact execution of this project. Verification in the impact of the project. We are not court, Central/State Government or Public Sector Undertained certify that the software & proposed licenses used in any blacklisted agencies done by any High Court/Government Departments.	We are not under a declaration of obtained by the High akings in India. We further declared the project are not procured from
Name of the Bidder : -	
Signature : -	
Seal of the Company:	

(Tender Notice No.: THC/AMC-1/Computer & Accessories/2022)

#### PERFORMANCE BANK GUARANTEE PROFORMA

(To l	be executed on Non-Judicial Stamp Paper of ₹100/- or such higher value as per the Stamp
Act o	of the State in which the Guarantee is issued. Stamp Paper shall be in the name of the Bank
issui	ng the guarantee.) Bank GUARANTEE NO. :DATED :2022
Dear	Sir,
1.	THIS DEED OF GUARANTEE made on this day of
	the High Court of Tripura (hereinafter called the "High Court" which expression shall
	unless excluded by or repugnant to the context includes its successors and assignees) of
	the first part and the (hereinafter called the "Bank" which expression
	shall unless excluded by or repugnant to the context include its successors and assignees) $\[ \frac{1}{2} \frac{1}{2$
	of the second part.
2.	Whereas a contract dated has been executed between the High Court and
	M/s having its registered office at (hereinafter
	referred to as "service provider") for comprehensive Annual Maintenance Contract (AMC)
	of Computer systems and accessories of High Court of Tripura, as per the schedule
	mentioned in Annexure of the contract.
	AND WHEREAS as per clause $\underline{}$ of the contract, the service provider has to furnish a
	Performance Bank Guarantee of $3\%$ of the total AMC Award Value i.e. $\mbox{\tt \@psi.e.}$
	(Rupees only) valid for not less than 14 months, commencing from the date of
	start of AMC as well as two months thereafter as and by way of security for the satisfactory
	completion of Comprehensive Annual Maintenance Contract (AMC) of AIOs/PCs, Printers,
	Scanner etc of High Court as per the terms and conditions of the contract dated
	AND WHEREAS on the request of the second party, the Bank executes these presents.
3.0.	THIS DEED WITHNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND
	BETWEEN PARTIES HERETO AS FOLLOWS:
3.1.	The Bank hereby guarantees to the High Court that the (name of the service
	provider) is capable of executing the contract to the satisfaction of the High Court. In the
	event of non satisfactory performance of the contract, the Bank shall indemnify and keep
	the High Court indemnified to the extent of $10\%$ of the total Work Order value i.e. Rs.
	(Rupees only) valid for a period of not less than 14 months, commencing
	from the date of start of AMC as well as 2 months thereafter against any loss or damage

that may be caused to or suffered by the High Court on account of such non satisfactory performance of the contract and the decision of the High Court in this regard will be final and conclusive.

- 3.2. In consideration of the aforesaid clause 3.1 and at the request of the second party, we the Bank hereby irrevocably and unconditionally guarantee that the second party shall perform in an orderly manner its contractual obligations in accordance with the terms and conditions set forth in the contract and in the event of the second party's failure to do so, the Bank shall unconditionally pay to the High Court, on demand, any amount up to the value mentioned in clause 3.1, without any reference to the second party and without questioning the claim.
- 3.3. In the event of non-satisfactory performance of the contract, the decision of the High Court in this regard shall be final and conclusive and binding on the Bank without demur. The Bank shall pay forthwith the amount demanded by the High Court not withstanding any dispute, if any, between the High Court and the second party.
- 3.4. The Bank further agrees that the guarantee herein shall remain in force during the period mentioned in Clause 3.1 above and also any extended period provided by the High Court beyond the aforesaid period.
- 3.5. This Guarantee shall not be affected by any change in the constitution, amalgamation, absorption or reconstitution of the second party or the Bank.
- 3.6. The Bank undertakes not to revoke this guarantee at the instance of the second party for any reason whatsoever.
- 3.7. The Bank further agrees that in order to give full effect to the Bank guarantee, the High Court shall be entitled to act as if the Bank were its principal debtors in respect of its claim against the second party and the Bank hereby expressly waives all its rights of surety ship and other rights, if any, which are in any way inconsistent with this Guarantee.

#### COUNTERSIGNED

Signature	:	Signature	:
Name	:	Name	:
Designation	:	Designation	:
Organization	:	Organization	:

(Tender Notice No.: THC/AMC-1/Computer & Accessories/2022)

#### FORMAT FOR COMPLAINTS REGISTER

COM	IPLAINT LO	CATION:			 

SI. No.	Failure Date/ Time	Complaint Date/ Time	Booking Complaint No.	Description of defective items along with serial nos.	Attended Date/Time	Repaired Date/Time	Downtime	Engineer Name & Signature	Signature of officer/staff of the High Court	Remarks

(Tender Notice No.: THC/AMC-1/Computer & Accessories/2022)

### List of the Hardware Rates quoted for Comprehensive Annual Maintenance Contract (AMC) of the following Items

SL	Category	Company Name	Date of Purchase	Model	UNIT	PER UNIT COST	TOTAL COST
1	PC/AIO	DELL	28.04.2015	OPTIPLEX 3030 AIO BTX	31	रु 41,000	रु 12,71,000
2	PC/AIO	DELL	19.01.2016	OPTIPLEX 3030 AIO BTX	20	रु 39,762	रु 7,95,238
3	PC/AIO	LENOVO	15.03.2014	C360 AIO Desktop	29	रु 35,238	रु 10,21,902
4	PC/AIO	DELL	11.05.2017	OPTIPLEX 3046 MT	18	रु 34,000	रु 6,12,000
5	PC/AIO	DELL	28.04.2015	OPTIPLEX 9030 AIO CTO	6	रु 73,023	रु ४,38,138
6	Laptop	MacBook	10.05.2019	Apple 13-inch Macbook	1	रु 1,57,000	रु 1,57,000
7	Laptop	MacBook	17.06.2020	Apple 13-inch Macbook	1	रु 1,04,640	रु 1,04,640
8	Laptop	MacBook	20.07.2020	Apple 13-inch Macbook	1	रु 1,03,814	रु 1,03,814
9	Laptop	DELL	17.03.2016	Dell Latitude e7470	2	रु 1,04,335	रु 2,08,670
10	Laptop	Lenovo	03.06.2014	Lenovo G-500	12	रु 33,800	रु 4,05,600
11	Laptop	DELL	31.01.2017	DELL Vostro	15	रु 38,403	रु 5,76,045
12	Laptop	DELL	15.03.2017	Dell Latitude e5470	1	रु 78,600	रु 78,600
13	Laptop	HP	31.08.2013	HP Probook 4540s	66	रु 41,000	रु 27,06,000
				CISCO Router 2801-HSEC/K9	1	रु 1,02,723	रु 1,02,723
				CISCO WS-C2960 layer2 switch	8	रु 57,018	रु 4,56,144
14	LAN ITEMS	CISCO	24.06.2010	CISCO WS-C2960 layer2 switch	2	रु 57,018	रु 1,14,036
14	LAN HEMS	CISCO	24.00.2010	CISCO WS-C2960G layer2 switch	2	रु 1,01,500	रु 2,03,000
				CISCO WS-C3750G layer3 switch	1	रु 3,13,873	रु 3,13,873
				1000-SX SFP Transceiver	22	रु 10,227	रु 2,25,002

SL	Category	Company Name	Date of Purchase	Model	UNIT	PER UNIT COST	TOTAL COST
15	TV	SONY	04.03.2015	SONY KD-48W600B	6	रु 87,900	रु 5,27,400
16	PROJECTOR	EPSON	29.01.2014	EPSON EB-1880	2	रु 54,000	रु 1,08,000
17	SCREEN	SCREEN	29.01.2014	5'X7' MOTORIZED SCREEN	2	रु 29,000	रु 58,000
18	Printer	SAMSUNG	19.01.2016	LASERJET ML-2161	15	रु 5,723	रु 85,838
19	Printer	НР	19.04.2018	LASERJET P1020 PLUS	4	रु 9,237	रु 36,949
20	Printer	НР	04.09.2018	HP LASERJET MFP M126nw	1	रु 13,597	रु 13,597
21	Printer	НР	04.09.2018	HP LASERJET P1108	3	रु 8,074	रु 24,221
22	Printer	НР	09.07.2019	HP LASERJET P1108	3	रु 8,305	रु 24,915
23	Printer	Epson	24.04.2018	Epson Color Printer L380	1	रु 10,424	रु 10,424
24	Printer	НР	19.04.2018	HP DESKJET GT 5811	1	रु 11,017	रु 11,017
25	Printer	HP	23.05.2018	HP COLOUR LJ PRO MFP180N	1	रु 37,344	रु 37,344
26	Printer	HP	19.04.2018	HP LJ Pro M 203 DW	1	रु 13,136	रु 13,136
27	Printer	НР	29.01.2019	HP LJ Pro M 203 DN	1	रु 14,407	रु 14,407
28	Printer	НР	05.02.2014	HP LASERJET 1606DN	10	रु 8,541	रु 85,405
29	Printer	ZEBRA	31.07.2018	STICKER PRINTER ZEBRA GC420	1	रु 15,000	रु 15,000
30	Printer	HP	21.03.2011	LASERJET P1020 PLUS	2	रु 6,730	रु 13,460
31	Printer	НР	21.03.2011	LASERJET P1020 PLUS	1	रु 6,730	रु 6,730
32	Scanner	НР	19.01.2016	FLATBED SCANNER 8270	1	रु 52,290	रु 52,290
33	Scanner	НР	21.03.2011	SCANNERJET SJ-G2410	1	रु 4,037	रु 4,037
TOTAL:						₹ 1,10,35,594	

(Tender Notice No. : THC/AMC-1/Computer & Accessories/2022)
FINANCIAL BID/PRICE BID PROFORMA

# Rates quoted for Comprehensive Annual Maintenance Contract (CAMC) of the following Items

#### (To be filled by Bidder)

SL	Category	Brand Name	Model	Unit AMC Price (without tax)	Tax (viz. GST)	Unit Price with tax	Qty	Item wise TOTAL COST
(a)	(b)	(c)	(d)	(e)	<i>(f)</i>	(g = e + f)	(h)	$(i = g \times h)$
1	PC/AIO	DELL	OPTIPLEX 3030 AIO BTX				31	
2	PC/AIO	DELL	OPTIPLEX 3030 AIO BTX				20	
3	PC/AIO	LENOVO	C360 AIO Desktop				29	
4	PC/AIO	DELL	OPTIPLEX 3046 MT				18	
5	PC/AIO	DELL	OPTIPLEX 9030 AIO CTO				6	
6	Laptop	MacBook	Apple 13-inch Macbook				1	
7	Laptop	MacBook	Apple 13-inch Macbook				1	
8	Laptop	MacBook	Apple 13-inch Macbook				1	
9	Laptop	DELL	Dell Latitude e7470				2	
10	Laptop	Lenovo	Lenovo G-500				12	
11	Laptop	DELL	DELL Vostro				15	
12	Laptop	DELL	Dell Latitude e5470				1	

SL	Category	Brand Name	Model	Unit AMC Price (without tax)	Tax (viz. GST)	Unit Price with tax	Qty	Item wise TOTAL COST
13	Laptop	HP	HP Probook 4540s				66	
	LAN ITEMS	AN ITEMS CISCO	CISCO Router 2801-HSEC/K9				1	
14			CISCO WS-C2960 layer2 switch				8	
			CISCO WS-C2960 layer2 switch				2	
			CISCO WS-C2960G layer2 switch				2	
			CISCO WS-C3750G layer3 switch				1	
			1000-SX SFP Transceiver				22	
15	TV	SONY	SONY KD-48W600B				6	
16	PROJECTOR	EPSON	EPSON EB-1880				2	
17	SCREEN	SCREEN	5'X7' MOTORIZED SCREEN				2	
18	Printer	SAMSUNG	LASERJET ML-2161				15	
19	Printer	НР	LASERJET P1020 PLUS				4	
20	Printer	НР	HP LASERJET MFP M126nw				1	
21	Printer	НР	HP LASERJET P1108				3	
22	Printer	НР	HP LASERJET P1108				3	
23	Printer	Epson	Epson Color Printer L380				1	
24	Printer	НР	HP DESKJET GT 5811				1	
25	Printer	НР	HP COLOUR LJ PRO MFP180N				1	
26	Printer	НР	HP LJ Pro M 203 DW				1	
27	Printer	НР	HP LJ Pro M 203 DN				1	
28	Printer	НР	HP LASERJET 1606DN				10	

SL	Category	Brand Name	Model	Unit AMC Price (without tax)	Tax (viz. GST)	Unit Price with tax	Qty	Item wise TOTAL COST
29	Printer	ZEBRA	STICKER PRINTER ZEBRA GC420				1	
30	Printer	НР	LASERJET P1020 PLUS				2	
31	Printer	НР	LASERJET P1020 PLUS				1	
32	Scanner	НР	FLATBED SCANNER 8270				1	
33	Scanner	НР	SCANNERJET SJ-G2410				1	
Total CAMC Cost (in INR) :								
Total CAMC Cost (in word):								

\*Total quantity of items/ services may be increased or decreased by the High Court of Tripura.

Place: (Name & designation with seal)

Date:
Authorized Signatory