

HIGH COURT OF TRIPURA

AGARTALA

(Tender Notice No. : THC/CAMC/IT-SERVER/2024)

F.6(28)-HC/2024/29042-48

Dated, Agartala, the 9th December, 2024

NOTICE INVITING TENDER

Fresh Sealed Quotations are invited from the reputed and experienced Service provider/firms/Supplier/Contractor for **Comprehensive Annual Maintenance Contract (CAMC) of the Server(Rack/Pedestal) for the High Court & District Courts of Tripura** for the year **2025-26** 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/2024/ <u>29042-48</u>
2	Tender Fees	₹ 3000/-
3	Bid Security/ Earnest Money Deposit	₹15000/-
4	Bid Validity	90 days from the Bid Due Date
5	Last Date & Time for submission of Bid	09.01.2025 at 4:00 P.M.
6	Last Date & Time for submission of Bid Security/EMD	09.01.2025 at 4:00 P.M.
7	Date & Time of opening of Technical Bids	10.01.2025 at 12:00 P.M.
8	Date & Time of opening of Financial Bids	To be notified later on in the High Court website (https://thc.nic.in)
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 successful completion of first 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 ₹3000/-** (Rupees Three Thousand) 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 in all circumstances.** 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 ₹15,000/- (Rupees Fifteen 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 email- thc.itcell@indiancourts.nic.in up to **20.12.2024** by quoting **subject line as 'NIT No.F.6(28)-HC/2024/29042-48 dated 9th December, 2024** 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 Servers or any other items like KVM Switch with Monitor & Keyboard & replacement of spare parts, if any should be inclusive in the AMC.

"In the event that any hardware components need to be replaced, the bidder shall be responsible for ensuring that the faulty parts are replaced with genuine, original parts sourced directly from the Original Equipment Manufacturer (OEM). The replacement parts must meet all technical specifications and quality standards set by the OEM to ensure optimal functionality and compatibility with the existing system."

NB: *It is the bidder's obligation to provide proper declaration in its letterhead or certification from the OEM confirming the authenticity of the replacement components.*

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 from the same OEM.
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. **Call Logging Escalation:** The service provider shall implement a Computerized Complaint Logging System (CCLS) to manage all maintenance and service-related issues. The system must be accessible 24x7 via web portal and dedicated helpline (phone or email). Each logged complaint should automatically generate a unique Complaint Reference Number (CRN) and send an acknowledgment via SMS/email to the complainant.

The CCLS should include role-based access control (RBAC), ensuring that different users (complainants, technicians, managers, senior management) have appropriate access to view or update complaints. The system should maintain a full log of each complaint, including timestamps for complaint logging, technician assignment, each escalation event, and final resolution.

The lifecycle of the complaint will be tracked from logging to closure, with automatic reports generated for each step. A monthly/quarterly report summarizing complaint statuses (resolved, pending, escalated) must be submitted to the client, highlighting any delays and resolutions.

20. **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:

RESPONSE TIME TABLE

	Period	Penalty
Response Time	Above 24 Hours & below 48 hours	Warning but no penalty.
	Above 48 Hours & below 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.

21. **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.
22. **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.

- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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 worth ₹200/- incorporating the terms & conditions. The Stamp duty for the said contract will be paid by the bidder.
- 27. Performance Security:**
- 27.1.** 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 **2.5%** 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.
- 27.2.** 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.*
- 28.** Work Order shall be issued only after execution of the Agreement and submission of the PBG (Performance Bank Guaranty) as per **Annexure-III**.
- 29.** 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.
- 30.** 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.

31. 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.
32. 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.
33. The service provider shall provide the services to the location where the Servers are physically installed as per the locations indicated at **ANNEXURE-VII** on call escalated by the respective court complexes. After successful completion of the call, the vendor should submit a completion report duly signed by the concerned Nodal Officer & countersigned by the technical Manpower deployed in the concerned Court Complex.
34. The service provider shall depute qualified engineer(s) having Degree/ Diploma(in the field of IT/ Computer maintenance) and minimum of 3 year working experience in the relevant field and of well behaviour and conduct. In case of unsatisfactory performance, the service provider has to replace the existing engineer within 3 days of time.
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 2021-22, 2022-23 and 2023-24) should be at least ₹ 10 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 envelopes 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 Server(Rack/Pedestal), 2025-26**" 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.
- (viii) Bidders have to submit proper declaration in its letterhead or Manufacturer Authorization Form (MAF) from the OEM to ensure genuine spare parts replacement.

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 09-01-2025**. 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.

N.B: ***Winter Vacation starts in the high Court from 22nd December, 2024 to 3rd January, 2025. During this period Registry will be functional from 10:30 AM to 1:00 PM.***

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 10-01-2025 at 12:00 Noon** in the 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 quotations may, however, be changed if required at the discretion of the Authority with intimation to the Bidders.

57. 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.

- 58. 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.
- 59. 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.
- 60.** 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.

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

COPY TO:

1. The Joint Registrar(DDO), High Court of Tripura;
2. The Dy. Registrar (Vig.)-Cum- CPC, High Court of Tripura;
3. The Programmer, 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;
4. The Superintendent, Store Section;
5. The Superintendent, Accounts Section;
6. NOTICE BOARD, High Court of Tripura, Agartala and
7. ORDER FILE.

Sd/-
Registrar(Admn., P&M)

HIGH COURT OF TRIPURA AGARTALA

(Tender Notice No. : THC/CAMC/IT-SERVER/2024)

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.

C E R T I F I C A T E

I/We _____ certify that I/We _____ have read and understood all the terms and conditions of the tender document and that I/We _____ do hereby unconditionally accept all the terms and conditions set out in the tender document. The information furnished in this Bid are true and correct to the best of my/our knowledge and belief.

Date:

Place:

Authorized Signatory

(Name & designation)

With Seal

HIGH COURT OF TRIPURA AGARTALA

(Tender Notice No. : THC/CAMC/IT-SERVER/2024)

BIDDER'S PROFILE & TECHNICAL BID PROFORMA

Part - I : General Information

(To be filled by Bidder)

Sl.	Description	Information to be furnished by the Bidder	At Page No.
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)		
7.	Details of single/ two largest		

Sl.	Description	Information to be furnished by the Bidder	At Page No.
	order(s) for similar nature of works completed/ executed during the preceding three financial years (i.e. FY 2021-22, 2022-23 and 2023-24)		
8.	Turnover for the last Three Financial years: (a) 2021-22: (b) 2022-23: (b) 2023-24: 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) 2021-22: (b) 2022-23: (b) 2023-24: 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.	Description	Information to be furnished by the Bidder	At Page No.
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 2021-22, 2022-23 and 2023-24) 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.		

Date:

Place:

Authorized Signatory
(Name & designation with Seal)

SELF-DECLARATION

Bidder should submit the declaration being authenticated by any Judicial Magistrate 1st 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: _____2024.

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 blacklisted with any of the High Court, Central/State Government or Public Sector Undertakings 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 any High Court/Government of Tripura/any other Government Departments.

Name of the Bidder : -

Signature : -

Seal of the Company:

HIGH COURT OF TRIPURA AGARTALA

(Tender Notice No. : THC/CAMC/IT-SERVER/2024)

PERFORMANCE BANK GUARANTEE PROFORMA

(To be executed on Non-Judicial Stamp Paper of ₹200/- or such higher value as per the Stamp Act of the State in which the Guarantee is issued. Stamp Paper shall be in the name of the Bank issuing the guarantee.) Bank GUARANTEE NO. : _____ DATED : _____ 2024

Dear Sir,

1. THIS DEED OF GUARANTEE made on this day of 2024 between 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) 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 __ of the contract, the service provider has to furnish a Performance Bank Guarantee of **2.5%** of the total AMC Award Value i.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 WITNESSETH 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 2.5% 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 notwithstanding 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.

Notwithstanding anything herein above, liability of the Bank under this guarantee is restricted to ₹ (Rupees only) and it will remain in force up to the period specified in Clause 3.1 unless a suit to enforce any claim under the Guarantee is decreed against the Bank before the period specified in Clause 3.1.

COUNTERSIGNED

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

HIGH COURT OF TRIPURA AGARTALA

(Tender Notice No. : THC/CAMC/IT-SERVER/2024)

FORMAT FOR COMPLAINTS REGISTER

COMPLAINT LOCATION: _____

Sl. 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

**HIGH COURT OF TRIPURA
AGARTALA**

(Tender Notice No. : THC/CAMC/IT-SERVER/2024)

List of the Hardware with the indicative price & year of procurement

HARD WARE EQUIPMENTS LISTED FOR A.M.C. PROPOSAL						
SL	Category	Company Name	Date of Purchase	Model	Qty.	TOTAL COST
1	Pedestal Server with Monitor	HP	15.05.2019	HPE ML110 Gen10 8SFF CTO	9	₹ 24,26,909/-
2	Rack Server	HP	15.05.2019	Proliant DL385 Gen10 8SFF CTO	10	₹ 51,84,625/-
Total Cost:						

NB: Bidder may visit site to survey the components on any of the working day and time mentioned in Clause No. 55

HIGH COURT OF TRIPURA AGARTALA

Annexure-VI

(Tender Notice No. : THC/CAMC/IT-SERVER/2024)
FINANCIAL BID/PRICE BID PROFORMA

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

HARD WARE EQUIPMENTS LISTED FOR A.M.C. PROPOSAL
(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)	(f)	(g = e + f)	(h)	(i = g X h)
1	Pedestal Server with Monitor	HP	HPE ML110 Gen10 8SFF CTO	1		1		
2	Rack Server	HP	Proliant DL385 Gen10 8SFF CTO	1		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.*

Date:

Place:

Authorized Signatory
(Name & designation with seal)

HIGH COURT OF TRIPURA AGARTALA

Annexure-VII

(Tender Notice No. : THC/CAMC/IT-SERVER/2024)
Location wise Deployment of the Servers & Accessories

SL	Name of the District	Court Complex	Item Name & Category	Make & Model	Qty.
1	High Court of Tripura, Capital Complex, Air Port Road, Agartala, Tripura, 799010.	High Court of Tripura	Rack Server	Proliant DL385 Gen10 8SFF CTO	2
2	District & Sessions Judge Court, West Tripura, Agartala, West Tripura, Pin: 799001	Agartala	Rack Server	Proliant DL385 Gen10 8SFF CTO	2
3	District & Sessions Judge Court, North Tripura, Dharmanagar, District: North Tripura, Pin: 799250	Dharmanagar	Rack Server	Proliant DL385 Gen10 8SFF CTO	1
		Kanchanpur	Pedestal Server with Monitor	HPE ML110 Gen10 8SFF CTO	1
4	District & Sessions Judge Court, Dhalai, Ambassa, District: Dhalai, Pin: 799289.	Ambassa	Rack Server with Monitor	Proliant DL385 Gen10 8SFF CTO	1
		Kamalpur	Pedestal Server with Monitor	HPE ML110 Gen10 8SFF CTO	1
		Longtharai Valley	Pedestal Server with Monitor	HPE ML110 Gen10 8SFF CTO	1
		Gonda Twisa	Pedestal Server with Monitor	HPE ML110 Gen10 8SFF CTO	1
5	District & Sessions Judge Court, South Tripura, Belonia, District: South Tripura, Pin: 799155.	Belonia	Rack Server	Proliant DL385 Gen10 8SFF CTO	1
		Sabroom	Pedestal Server with Monitor	HPE ML110 Gen10 8SFF CTO	1
6	District & Sessions Judge Court, Sepahijala, Sonamura, P.O: Sepahijala, District: Sepahijala, Pin: 799131	Sepahijala	Pedestal Server with Monitor	HPE ML110 Gen10 8SFF CTO	1
		Bishalgarh	Pedestal Server with Monitor	HPE ML110 Gen10 8SFF CTO	1

SL	Name of the District	Court Complex	Item Name & Category	Make & Model	Qty.
7	District & Sessions Judge Court, Gomati, Udaipur, P.O: R.K.Pur, District: Gomati Tripura, Pin: 799120	Udaipur	Rack Server	Proliant DL385 Gen10 8SFF CTO	1
		Amarpur	Pedestal Server with Monitor	HPE ML110 Gen10 8SFF CTO	1
8	District & Sessions Judge Court, Khowai, District: Khowai Tripura, Pin: 799202	Khowai	Pedestal Server with Monitor	HPE ML110 Gen10 8SFF CTO	1
9	District & Sessions Judge Court, Kailashahar, District: Unakoti, Pin: 799277	Kailashahar	Rack Server	Proliant DL385 Gen10 8SFF CTO	2

Note : AMC Service to be provided to the location where the Servers are physically installed.