

**OFFICE OF THE
DISTRICT & SESSIONS JUDGE
GOMATI JUDICIAL DISTRICT :: UDAIPUR**

No.F.23(1)-DJ/G/UDP/E-COURT/2024/8646-47

The 20th August, 2024

NOTICE INVITING TENDER

Subject :- Annual maintenance Contract (AMC) for UPS's for the year 2024-25 at Udaipur Court Complex.

Sealed tenders / quotations are invited from the recognized service provider for the Annual maintenance Contract (AMC) for UPS's installed in the Court Complex of District & Sessions Judge, Gomati Judicial District, Udaipur as per terms & conditions and specification mentioned below:

The dates for the schedule of the key events of this tender is given as under:

Sl. No	Events	Date and Time	Venue
1	Submission of Tender-starting date	20.08.2024	Office of the District & Sessions Judge, Gomati Judicial District, Udaipur
2	Last date of submission of Bids	27.08.2024	
3	Date and Time of opening of the Technical Bids	28.08.2024	Conference Room under the Establishment of District & Sessions Judge, Gomati Judicial District, Udaipur
4	Date and Time of opening of the Financial Bids	29.08.2024	Conference Room under the Establishment of District & Sessions Judge, Gomati Judicial District, Udaipur

LIST OF ITEMS TO BE COVERED UNDER AMC CONTRACT ALONG WITH THEIR SPECIFICATIONS:

SI No.	Item	Qty.	Specification
1	2 KVA UPS Online (Better Power)	01 no.	2 KVA online UPS with 6 nos. of Batteries (12 V 65 Ah)
2	1 KVA UPS Online (Better Power)	07 nos.	1 KVA online UPS with 3 nos. of Batteries (12 V 65 Ah)
3	600 VA UPS Offline with external battery (Better	04 nos.	600 VA Offline UPS with 2 nos. of Batteries



	power)		
4	650/600 VA UPS Offline (Better Power)	37 nos.	600 VA online UPS with Battery
5	1 KVA UPS (APC)	02 Nos.	1000 VA offline UPS with Battery

- 1) The contract will be for 01(one) year from the date of acceptance of the agreement of the contract by the vendor and the agreement will be signed after the official procedure and obtaining administrative approval from the respective authority.
- 2) Amount quoted in AMC for each item shall be inclusive of all taxes.
- 3) **Tender Fees:** The interested eligible bidder has to submit the tender fees of ₹1,000/- (Rupees Three Hundred) only in the proforma Demand Draft drawn on a Nationalized Bank favor of the District and Sessions Judge, Gomati Judicial District, Udaipur payable at Udaipur 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:**
 - A. Bidder has to submit an interest free Bid Security/Earnest Money Deposit (EMD) of ₹10,000/-(Rupees Ten Thousand Only)in the form of a Demand Draft drawn on a Nationalized Bank in favour of the District and Sessions Judge, Gomati Judicial District, Udaipur payable at Udaipur 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.
 - B. The Bid Security Cost shall remain valid for a period of ninety (90) days from the date of opening of the Technical Bids.
 - C. 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 District and Sessions Judge, Gomati Judicial District, Udiapur payable at Udaipur during the period of bid validity.
 - i. Fails or refuses to execute the Contract Form, if required;
 - D. 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.
 - E. 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.
- 5) **Exemption to deposit Tender Fee & EMD for MSME registered Firms:**

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Bidders claiming exemption of EMD as per Rule 170 of General Financial Rules, 2017, "Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)" are required to submit a signed Bid Security Declaration as per the prescribed format at **Annexure-D** accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 3 years from being eligible to submit Bids for tenders with the District & Sessions Judge, Gomati Judicial District, Udaipur.

In addition to the above, as per MSME Policy Circular, dtd. 23rd March 2012, MSEs registered under UAM scheme will be provided tender cost free of cost. Bidders are required to submit valid UAM certificate and their claim for free tender cost will be considered for the service/category for which they are registered as per UAM certificate. Decision of Bid Evaluation Committee will be final in the matter.

- 6) Along with the quotation the Quotationer shall annex the copy of the letter of the company showing that he is the authorized AMC service provider.
- 7) As soon as the problem is reported, the corrective measures shall be taken immediately and not later than 24 hours by the vendor.
- 8) Vendor service support is required during office hours (10:00 AM to 05:30 PM) on working days. The vendor support staff is required to attend location of the complained computer in court complex of the District & Sessions Judge, Gomati Judicial District, Udaipur.
- 9) Problem, if not major, should be certified within the same day of reporting. The reporting will be made through e-mail/fax/over phones on urgent need.
- 10) In case of major problem, the vendor will make alternative / standby arrangement immediately failing which AMC charge for the machine for each day of delay in correction will be deducted from the amount payable.
- 11) If the problem is not rectified within reasonable time, this office shall have the right to get rectified the problem from other vendors and expenditure incurred thereon shall be borne by the AMC vendor. The decision in this regard taken by this office shall be final and binding on the AMC vendor.
- 12) The component /parts used by the vendor should be authentic and original. In case of hardware breakdown and if in case any part/equipment is beyond repairs and the same is not available/technology is obsolete or end of life, the same will be replaced with and equivalent or higher of replacing hardware.
- 13) Taxes (at source) will be deducted as per applicable rules
- 14) The quotationer should submit proper documents by mentioning yearly turnover of the company and the yearly turnover should be minimum 20 Lakhs.



- 15) The quotationer should deploy his 1(one) technical staff for 4 days in a week and he should remain present in the office for around 5 hrs. (Submit supporting documents).
- 16) List of Engineers posted at Udaipur from time to time should be sent to this office (submit supporting documents).
- 17) Any increase/decrease in quantity will be ON PRO-RATA BASIS. However, office of the District & Sessions Judge shall place the order for required additional quantity as and when required by giving a written request to the vendor.
- 18) Quarterly Payment towards AMC shall be made only after obtaining certificate from the System Officer of this office that service of the vendor during previous quarter was satisfactory and also on the basis of availability of fund.
- 19) AMC will be terminated at any point of time by the office if service provided by the vendor is not satisfactory. The decision taken by the office in this regard shall be final and conclusive.
- 20) The quotations should reach this office positively by 16:30 hours of 27.08.2024.
- 21) Tenders / quotations will be opened, if possible, at 16:30 hours on 28.08.2024 where tenderer or his authorized representative may remain present.
- 22) **BID EVALUATION PROCESS:**
 - A. Technical Bids of only those bidders will be opened whose Earnest Money Deposit (EMD) /Bid Security/ Tender Fees, whichever is applicable, is received by the Office of the District and Sessions Judge, Gomati District, Udaipur before the last date & time of submission indicated above.
 - B. 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.
 - C. 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.
 - D. Financial bid of only those bidders will be opened who qualifies in Technical Bid.
 - E. 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.
 - F. 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.
 - G. 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.

- 23) The Bids have to be submitted sealed in two cover Bid System, in the proforma prescribed for the “**Technical Bid**” (Annexure A) and the “**Financial Bid**” (Annexure B). Bids not submitted in the prescribed proforma or Bids which are incomplete are liable to be summarily rejected.
- 24) Required following document should be accompanied with tender: (a) Technical Bid (Annexure A) (b) Financial Bid (Annexure B) (c) PAN card (e) Trade License (f) GST Registration Certificate (g) Yearly turnover certificate (last 1 year) (h) Undertaking in company letter head regarding acceptance of terms and conditions. (i) Address of the Company Main Office and Local Office (if any) – along with email Address, Phone Number and Whatsapp Number. (j) Income Tax Clearance Certificate. The tenderer should submit **self-attested copies** of the documents mentioned.
- 25) Incomplete tender will be rejected summarily.
- 26) In case of any dispute/ problem arisen in connection with AMC the decision of the District & Sessions Judge shall be final.
- 27) **Legal Jurisdiction & Applicable Law**

All legal disputes are subject to the jurisdiction of the Courts within the State of Tripura only.

27.1. The agency shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

27.2. All disputes in this regard shall be settled in the jurisdiction of Courts within the State of Tripura only.

27.3. The District & Sessions Judge, Gomati Judicial District, Udaipur Court reserves the right to cancel this tender or modify the requirement, at any stage of Tender process cycle.

27.4. The District & Sessions Judge, Gomati Judicial District, Udaipur Court also reserves the right to modify/relax any of the terms & conditions of the tender by declaring/ publishing such amendments in a manner that all prospective vendors/ parties to be kept informed about it.

27.5. The District & Sessions Judge, Gomati Judicial District, Udaipur Court in view of projects' requirement may reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.

27.6. The vendor should provide with every System manual and related User manual, irrespective of the fact that more than one system may be meant for any location.



28) The undersigned is not bound to accept the lowest rate and may reject all or any of the tender without assigning any reason.

29) **Contacting the Tendering Authority**

No Bidder shall contact the Tendering Authority on any matter relating to its bid, from the time of opening bids till the time of Award of Contract. If he wishes to bring additional information to the notice of the Tendering Authority, he should do it in writing. The Tendering Authority reserves the right as to whether such additional information should be considered or otherwise.

Any effort by a Bidder to influence the Tendering Authority in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his bid security.

30) The successful tenderer shall have to execute an Agreement with the department on certain terms & conditions as and when required.

31) In case single bidder whose quoted rate is unreasonably higher than the existing rate of AMC, the tendering authority reserves the right to bargain, by forming a Committee, with such single bidder.

32) **Signing of Contract**

Successful Bidder shall furnish Performance Bank Guarantee (PBG) to the Tendering Authority, which shall be equal to 2% of the contract value. Rounded up to thousand, issued by a Nationalized Bank having a branch at Tripura as per the Performance Bank Guarantee Proforma given in **Annexure-C**.

The validity of Performance Bank guarantee shall be 1(one) year from the date of issue of the Letter of Intent (LOI).

33) Detail information, if any required, may be obtained from the office of the under signed in this regard.

N.B:- *1. The Service Provider/firm/Supplier/ Contractor may physically verify the Hardware as mentioned above before the submission of the tender, if desired by the bidders after taking necessary permission from the Authority.*

2. The bidders may verify/ check all the equipment during 03.00 P.M to 05.00 P.M between 22/08/2024 to 23/08/2024 on all working days.


(S.L. Dutta)

District & Sessions Judge,
Gomati Judicial District, Udaipur

Copy to:-

1. NOTICE BOARD.
2. OFFICIAL WEBSITE.



District & Sessions Judge,
Gomati Judicial District, Udaipur

ANNEXURE-A**OFFICE OF THE DISTRICT AND SESSIONS JUDGE
GOMATI JUDICIAL DISTRICT:: UDIAPUR**

Tender Notice No. _____

PROFORMA FOR TECHNICAL BID

SL. No.	Particulars	To be filled in by Tenderer
1	Name of Agency:	
2	Details of Agency :	
	3a. Year of establishment/incorporation	
	3b. Whether proprietorship/partnership/ limited company etc.	
	3c. Name(s) of the Proprietor/Partner/ Managing Director etc.	
3	Details of Official Address of Agency:	
	Phone Number(s):	
	Email Address:	
4	Whether the Bidder has any office Or branch in Gomati District, Tripura. If so, give details with complete address, Contact person & contact number(s).	
5	Agency Registration No. (Copy of Registration should be enclosed):	
6	GST Registration No. (Copy to be enclosed):	
7	PAN Card (Copy to be enclosed):	

Signature with Company Seal

8	Income Tax returns of the preceding Financial Year.	
9	Bankers' Name and address	
10	Bank Account No. and IFSC Code of Firm	
11	Whether agency is blacklisted by any Government Department or any criminal case is registered against the firm or its owner /partner anywhere in India:	
12	Length of Experience in this field:	
13	Experience in dealing with Government Department : (Indicate names of Departments and attach copies of contracts placed with agency.)	
14	Whether a copy of terms and conditions(duly signed), in token of acceptance of same is attached :	
15	List of Documents Submitted with tender:	

Signature with Company Seal

PROFORMA FOR FINANCIAL BID

Sl. No.	Items (a)	Specification (b)	Qty. (c)	Rate (d)	Total (e=cx d)	Tax (f)	Total (g=e+f)
Items included in Udaipur Court Complex							
1.							
2.							
3.							
4.							
Total Amount in Words					Total		

Signature with Company Seal.

ANNEXURE-C
Performance of Bank Guarantee for Contract Performance Security
Deposit
(To be stamped in accordance with Stamp Act)

(To be submitted by the successful bidder after award of contract and acceptance of the LoI)

Ref: Bank Guarantee No. _____ Date: _____

To
The District & Sessions Judge,
Gomati Judicial District,
Udaipur, Tripura.

Dear Sir,

WHEREAS..... (name of the successful tenderer) hereinafter called "the Service Provider" has undertaken, in pursuance of Contract dated ... 2024/2024 (hereinafter referred to as "the Contract") to undertake Annual Maintenance Contract (AMC) for UPS's installed in the Court complex of the District & Sessions Judge, Gomati Judicial District, Udiapur 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 Nationalized Bank having a branch at Agartala city for Annual Maintenance Contract (AMC) for UPS's installed in the Court complex of the District & Sessions Judge, Gomati Judicial District.

WHEREAS we ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give District & Sessions Judge, Gomati Judicial District, Udiapur the Guarantee:

THEREFORE the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of ₹ _____/- {being 2% of the sum of order value (CAPEX only)} the District & Sessions Judge, Gomati Judicial District, 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 the District & Sessions Judge, Gomati Judicial District, Udaipur under this Guarantee shall not, under any circumstances, exceed in aggregate.

2. In pursuance of this Guarantee, the Bank shall immediately upon the receipt of a written notice from the District & Sessions Judge, Gomati Judicial District stating the service is unsatisfactory, which shall not be called in question, in that behalf and without delay/demur or set off, pay to the District & Sessions Judge, Gomati Judicial District any and all sums demanded by the District & Sessions Judge, Gomati Judicial District under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from the District & Sessions Judge, Gomati Judicial District to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

Attention Mr.....<Name of the awarded bidder>

3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 1 year 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 AMC service work.

4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

- a) any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
- b) 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.

5. The BANK also agrees that the District & Sessions Judge, Gomati Judicial District, Udaipur 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 the District & Sessions Judge, Gomati Judicial District may have in relation to the Solution Provider's liabilities. This Guarantee shall be governed by the laws of India and only the District & Sessions Judge, Gomati Judicial District shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this Day of2024

Witness

(Signature) (Name)

(Signature) (Name)

Bank Rubber Stamp

(Official Address) Designation with Bank

Stamp Plus Attorney as per Power of Attorney No.

ANNEXURE-D
FORM OF BID SECURITY DECLARATION

Date : _____ 2024

Bid No. : _____

Alternative No. : (if any)

To
The District & Sessions Judge
Gomati Judicial District, Udaipur

We, the undersigned, being registered as MSME or NSIC or both are entitled to claim exemption to pay the amount of EMD/Bid Security as mentioned in **Clause No-5** of the NIT by submitting a Bid Security Declaration in lieu of EMD, unequivocally declare that:

I/We here by accept that I/We may be disqualified/ suspended from bidding from any contract with the District & Sessions Judge, Gomati Judicial District, Udaipur for a period of Three years from the date of disqualification/Suspension as may be notified by the District & Sessions Judge, Gomati Judicial District if,

1. we are in breach of any of the obligations under the NIT;
2. we withdraw or unilaterally modify/amend/revise our Bid during the bid validity period specified in the form of Bid or extended period, if any, after opening of bids;
3. we do not execute the agreement, if any, after placement of supply/work order within the specified period;
4. we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
5. we do not deposit the performance security within specified period after the supply/work order is placed and
6. we breach any provision of code of integrity prescribed for bidding specified in this NIT

We understand that this Bid Security Declaration shall expire if:-

- i. we are not the successful Bidder;
- ii. the execution of agreement for AMC and performance security is furnished by us in case we are successful bidder;
- iii. thirty days after the expiration of our Bid.
- iv. the cancellation of the AMC process; or
- v. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed.: _____

Name : _____

In the capacity of : _____

Duly authorized to sign the bid for and on behalf of:

Dated on _____ day of

Corporate Seal : _____

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid,]