**OFFICE OF THE**
**DISTRICT & SESSIONS JUDGE**
**GOMATI DISTRICT, UDAIPUR**

**No.F.23(1)-DJ/G/UDP/E-COURT/2025/12328-33** **The 19th September, 2025**

## *NOTICE INVITING TENDER*

**Subject:-** Annual maintenance Contract (AMC) for UPS's for the year 2025-26 installed at Udaipur Court Complex as well as Amarpur Court Complex.

Fresh Sealed tenders / quotations are invited from the recognized service provider for the Comprehensive Annual maintenance Contract (CAMC) for UPS's installed in the Court Complex of the District & Sessions Judge, Gomati District, Udaipur and in the Court of the Sub-Divisional Judicial Magistrate-cum-Civil Judge (Jr. Div), Amarpur, Gomati District 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 |
|---|---|---|---|
| | Tender No | No.F.23(1)-DJ/G/UDP/E-COURT/2025/12328-33 | |
| 1 | Submission of Tender starting date | 19.09.2025 | Office of the District & Sessions Judge, Gomati District, Udaipur |
| 2 | Last date and time of submission of Bids | 18.10.2025 at 3:00 PM | |
| 3 | Date and Time of opening of the Technical Bids | 29.10.2025 at 3:00 PM | Conference Room under the Establishment of District & Sessions Judge, Gomati District, Udaipur |
| 4 | Date and Time of opening of the Financial Bids | To be notified later on in the Gomati District Court website (https:// https://gomatitrp.dcourts.gov.in/document-category/notification/) | |

## LIST OF ITEMS INSTALLED AT UDAIPUR COURT COMPLEX WHICH TO BE COVERED UNDER AMC CONTRACT ALONG WITH THEIR SPECIFICATIONS:

| Sl 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 |

**LIST OF ITEMS INSTALLED AT AMARPUR COURT COMPLEX WHICH TO BE COVERED UNDER AMC CONTRACT ALONG WITH THEIR SPECIFICATIONS:**

| Sl. 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) | 02 nos. | 1 KVA online UPS with 3 nos. of Batteries (12 V 65 Ah) |
| 3 | 600 VA UPS Offline with external battery (Better power) | 01 no. | 600 VA Offline UPS with 2 nos. of batteries |
| 4 | 650/600 VA UPS Offline (Better Power) | 10 nos. | 600 VA online UPS with Battery |
| 5 | 1 KVA UPS (APC) | 01 no. | 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 One thousand only)** only in the proforma Demand Draft drawn on a Nationalized Bank favor of the District and Sessions Judge, Gomati 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 **₹5,000/-(Rupees Five Thousand Only )** in the form of a Demand Draft drawn on a Nationalized Bank in favour of the District and Sessions Judge, Gomati 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:

I. If the Bidder withdraws bid during the period of bid validity.

II. If the Bidder, having been notified of the acceptance of its bid by the District and Sessions Judge, Gomati District, Udaipur payable at Udaipur during the period of bid validity.

1) Fails or refuses to execute the Contract Form, if required;
2) Fails or refuses to furnish the performance security, in accordance with the terms of this NIT;

**d)** Unsuccessful bidder's EMD shall be refunded back as promptly as possible.

**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 and on furnishing of the Performance Security.

5) **Exemption to deposit Tender Fee & EMD for MSME registered Firms:**

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 District, Udaipur.

In addition to the above, as per MSME Policy Circular, dated. 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) **PERIOD OF VALIDITY OF BID:** The bid submitted by the bidder shall be valid for a period of 90 days from the date of opening of the Technical bid. A bid valid for a shorter period may be rejected as non-responsive. In exceptional circumstances, The Office of the District & Sessions Judge may ask for 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 would not be required nor permitted to modify its bid.

7) **BID PRICE:** The Bidders would have to quote the prices in Indian Rupees (INR) only for the total IT Equipments specified above in the list of items to be covered under AMC contract along with their specifications in **Annexure-B**. Bidders are required to provide a price quote for all the items within one or both of the aforesaid categories. No item within a selected category should be omitted in the price quote. 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, would not be taken into account for evaluation purpose. The Prices quoted should be inclusive of GST and all other applicable Taxes/Duties.

8) **PRE-BID QUERIES:** No pre-bid session will be held with respect to this NIT. However, bidders may send their queries regarding this NIT in the official email- dj.gomati-tr@indiancourts.nic.in up to 13.10.2025 by having subject line as 'NIT **No.F.23(1)-DJ/G/UDP/E-COURT/2025/12328-33** dated 19th September, 2025 Query in connection with CAMC (Comprehensive Annual Maintenance Contract) for UPS's.

9) **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 as 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.

10) **Replacement of Parts:** Maintenance costs of the Laptops, Desktop Computers or any other items like power adaptors, 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.

11) **Replacement of Non-repairable Items:** If the AMC Vendor is 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.

12) **Quality of Spares:** The AMC vendor shall provide new and original spare parts (OEM spare Parts), or higher on assemblies and sub-assemblies in place of such items, which develop defects/suffer breakdown during the period of AMC.

13) **Preventive Maintenance:** Periodical preventive maintenance must be mandatorily made once in every month by the selective vendor.

14) **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 Office of the District & Sessions Judge, Gomati District, Udaipur.

15) **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** |
|---|---|---|
| **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. |

16) Vendor service support is required during office hours (10:00 AM to 05:30 PM) on working days. The vendor's support staff must attend to complaints at the court complex of the District & Sessions Judge, Gomati District, Udaipur and the court complex of the Sub-Divisional Judicial Magistrate-cum-Civil Judge (Jr. Div), Amarpur, Gomati District.

17) 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.

18) 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.

19) 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.

20) **The quotationer should deploy his 1(one) technical staff for 4 days in a week and he/she should remain present in the office for around 5 hrs. (Submit supporting documents).**

21) **List of Engineers posted at Udaipur and Amarpur from time to time should be sent to these office (submit supporting documents).**

22) 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.

23) 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.

24) The AMC may be terminated at any time by this office if the services provided by the vendor are found unsatisfactory. The decision of this office in this regard shall be final and binding. The tenderer shall not be entitled to claim any compensation of any nature in the event of termination or cancellation of the CAMC by the undersigned for any reason.

25) AMC may be extended further for a period of 1 year by the District and Sessions Judge, Gomati District, Udaipur at same rate and terms & conditions or on mutually agreed terms subject to the satisfactory performance of the service provider during the AMC period.

26) It would be the responsibility of the service provider to ensure timely service/ maintenance/ repair etc. as indicated in the tender throughout the AMC period.

27) 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 Gomati District Court will not be responsible for any breach thereof.

28) 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.

29) 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 "Comprehensive Annual Maintenance Contract" (CAMC) payment.

30) 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 the Office of the District & Sessions Judge, Gomati District, Udaipur 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.

31) Call Reports should be prepared/ submitted after attending each call. Also, the service provider shall submit monthly reports to the Office of the District and Sessions Judge, Gomati District, Udaipur, stating the complete list of call reported/ resolved and status of the all AMC items.

32) The Tenderer/Bidder must have its own office at Tripura. 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.

33) 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.

34) The average financial turnover during the last three consecutive Financial Years (i.e. FY 2022-23, 2023-24 and 2024-25) should be at least ₹10 Lakhs per year for similar works.

35) The Bidder shall not subcontract the maintenance job to any other outside agency.

36) TDS will be deducted at source from the contract price payable to contractor for performing the services under the contract.

37) 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.

38) **Superscripting CAMC Proposal Envelop:** The Bidders shall submit their Bids in three separate sealed envelopes in the following format:

    1) **COVER A** containing TENDER FEES & EMD should be sealed in a separate envelope subscribing "Tender Fees & EMD";

2) **COVER B** containing TECHNICAL BID should be sealed in a separate envelope subscribing "Technical Bid".

3) **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, 2025–26" along with 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.

39) **a.** The following documents are to be submitted by the Bidders in the envelop "**COVER B**" along with the Technical bid:

i. Bidder's Profile & Technical Bid Proforma as per **Annexure-A**;
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. and Trade license;
iv. Audited Balance sheets and Profit & Loss account statement of the Bidder for each of the last 3 (three) years FY 23-24, FY 22-23, FY 21-22 certificate duly signed by Statutory Auditor;
v. Undertaking that the Bidder has not been blacklisted by any High Court of the Country/District Courts/Central/ State Government/ Public Sector Undertaking/ Autonomous Bodies under Central and State Governments in India with a declaration in non-judicial stamp ₹100 being authenticated by any Judicial Magistrate 1st Class/Notary public as per **Annexure-E**;
vi. Undertaking in company letter head regarding acceptance of terms and conditions;
vii. Proof of office address in Tripura;

The tenderer should submit **self-attested copies** of the documents mentioned.

**b.** The following documents are to be submitted by the Bidders in the envelop "COVER C" along with the Financial bid:

i. Financial Bid Proforma as per **Annexure-B**

40) **Legal Jurisdiction & Applicable Law:**

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

a) 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.
b) All disputes in this regard shall be settled in the jurisdiction of Courts within the State of Tripura only.
c) The District & Sessions Judge, Gomati District, Udaipur Court reserves the right to cancel this tender or modify the requirement, at any stage of Tender process cycle.
d) The District & Sessions Judge, Gomati 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.

e) The District & Sessions Judge, Gomati 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.

f) 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.

41) Incomplete tender will be rejected summarily.

42) **Final Authority:** In case of any dispute/ problem arisen in connection with AMC the decision of the District & Sessions Judge shall be final.

43) **Right to Accept/Reject any or All Bids:** The undersigned 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 office of the District & Sessions Judge's action.

44) **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.

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

46) The successful Bidder would be intimated through email/over phone as per their information indicated in the bid after observing official formalities of the Bid.

47) 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.

48) **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 Performa given in **Annexure–C.**

The validity of Performance Bank guarantee shall be 1(one) year and additional 3(three) months from the date of issue of the Letter of Intent (LOI).

49) **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 Office of the District and Sessions Judge, Gomati District, Udaipur in writing/email of such condition and the cause thereof. Unless otherwise directed by the office of the undersigned 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.

50) **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.

51) **The quotations should reach this office positively by 15:00 hours of 18.10.2025.**

52) Technical Bid of tenders/quotations will be opened, if possible, at **15:00 hours on 29.10.2025** where tenderer or his authorized representative may remain present.

53) 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 Service provider/firm/Supplier/Contractor may verify/ check all the equipment during 03.00 P.M to 05.00 P.M between 24/09/2025 to 26/09/2025 on all working days.*

*3. The cost of visiting the offices shall be at the bidder's own expense. However failure of a bidder to visit the site will not be a cause for its disqualification.*

19/09/2025

*(S. Debnath)*
I/C District & Sessions Judge,
Gomati District, Udaipur

**Copy to:-**

1. The PA/PS to the Ld. Civil Judge(Sr. Divn.), Gomati District, Udaipur for his kind information;
2. The PA/PS to the Ld. Chief Judicial Magistrate-cum-Civil Judge(Sr. Divn.), Gomati District, Udaipur for her kind information;
3. The System Officer/ System Assistant, attached to the O/o the District & Sessions Judge, Udaipur, Gomati for information and shall upload the NIT/Tender Document to the official Website of the Udaipur, Gomati and also make necessary arrangement for publication of the same in One Local Daily Bengali and One Local Daily English newspaper;
4. The Nazir, NAZARAT Section, Udaipur, Gomati for making necessary arrangement for dropping of Tender by the prospective bidders;
5. The Head Clerk, Accounts Section, Udaipur, Gomati for information;
6. NOTICE BOARD.

19/09/2025

I/C District & Sessions Judge,
Gomati District, Udaipur

ANNEXURE-A

**OFFICE OF THE DISTRICT AND SESSIONS JUDGE**
**GOMATI DISTRICT:: UDIAPUR**

**Tender Notice No.**_____

**PROFORMA FOR BIDDER'S PROFILE AND TECHNICAL BID**

| SL. No. | Particulars | To be filled in by Tenderer |
|---|---|---|
| 1 | Name of Agency: | |
| 2 | Details of Agency : | |
| | 2a. Year of establishment/incorporation | |
| | 2b. Whether proprietorship/partnership/ limited company etc. | |
| | 2c. 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 three Financial Years (i.e. FY 2022-23, 2023-24 and 2024-25) are required to be attached | |
| 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 :<br>(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

Page No.2 of 2 of Annexure-A

**ANNEXURE-B**

## PROFORMA FOR FINANCIAL BID

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

| Sl. No. | Items (a) | Specification (b) | Qty. (c) | Rate (d) | Total (e=cxd) | Tax (f) | Total (g=e+f) |
|---|---|---|---|---|---|---|---|
| **Items included in Amarpur 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 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 computer and its peripherals installed in the Court complex of the District & Sessions Judge, Gomati 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 computer and its peripherals installed in the Court complex of the District & Sessions Judge, Gomati District.

WHEREAS we ("the Bank", which expression shall be deemed to include it successors and permitted assigns) have agreed to give District & Sessions Judge, Gomati 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 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 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 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 District any and all sums demanded by the District & Sessions Judge, Gomati District under the said demand notice, subject to the maximum limits specified in

Clause 1 above. A notice from the District & Sessions Judge, Gomati 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 District, Udiapur 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 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 District shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this ..... Day of .....2025

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 : _____2025
Bid No. : _____
Alternative No. : (if any)

To
The District & Sessions Judge
Gomati 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 District, Udaipur for a period of Three years from the date of disqualification/Suspension as may be notified by the District & Sessions Judge, Gomati 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,]

**ANNEXURE-E**
**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 District & Sessions Judge
Gomati District, Udaipur

**Ref:** _____ **Date:** _____2025.

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**:-