

HIGH COURT OF CHHATTISGARH, BILASPUR

Tender Notice

Tender Notice No. **12925(A)**/CPC/2019

Bilaspur, Date **30/11/2019**

The High Court of Chhattisgarh invites bids (Technical & Financial) from eligible bidders which are valid for a minimum period of One Year from the date of opening Financial Bid for **"The Supply, Testing, Installation and Maintenance of Ink Tank Printers for the courts of the Judicial Officers of Chhattisgarh State"**.

Scope of Work	"The Supply, Testing, Installation and Maintenance of Ink Tank Printers for the courts of the Judicial Officers of Chhattisgarh State".
Earnest Money Deposit to be submitted	₹ 70,00,000/- (Rupees Seventy Lakh Only)
Estimated Cost	Approximate ₹ 2,10,000/- (Rupees Two Lakh Ten Thousand Only)

Interested parties may view and download the Tender document containing the detailed terms & conditions, from the Website viz. <http://highcourt.cg.gov.in/tender.html> The High Court may amend the Tender/issue Corrigendum.


30-11-2019

Registrar General,
High Court of Chhattisgarh,
Bilaspur (C.G.)

Document Control Sheet

Tender Reference No.	No. 12925(A) CPC/2019 date 30/11/2019
Name of Organization	High Court of Chhattisgarh, Bilaspur
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods/works)	Goods/Services
Type/Form of Contract (Work/Supply/Auction/Service/Buy Empanelment /Cell	Work / Supply/ Installation / Service
Product Category	Information Technology
Is Multi Currency Allowed	No (Only INR)
Date of Issue/Publishing	30/11/2019
Last Date and Time for Submission of Physical tender Bids with Original EMD Charges	23/12/2019 till 04:30pm
Date and Time of Opening EMD Charges and Technical Bid	<i>It will be intimated latter</i>
Date and Time of Opening Financial Bid	It will be intimated latter.
Contract Type (Empaneled/Tender)	Tender
Number of Covers/Packets (Technical and Financial)	2 (1- Technical + EMD Charges, 2- Only Financial Bid)
Bid Validity days	One Year from the date of opening financial bids.
Location (Work/Services/Items/As per Tender document)	Various District & Taluka Courts of the State.
Revision of rates	No revision
Administrative Correspondence Address	The Registrar General High Court Chhattisgarh.

	Bilaspur, at Bodri 495 220 Telephone No. - 07752-241021, 241031
Query	The Registrar (Computerization)-cum-Central Project Co-ordinator, High Court of Chhattisgarh, Bilaspur (C.G.) 495220 Telephone No. 07752-241239, 241027

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1. **ELIGIBILITY CRITERIA:-**

1. Eligibility Criteria is given in the “**Annexure – 2 : Eligibility Criteria**” and it must be filled up.
2. **Documentary evidence for compliance to each of the eligibility criteria must be enclosed** along with the bid together with the references as required in the “**Annexure – 2 : Eligibility Criteria**”.
3. Relevant portions, in the documents submitted in pursuance of eligibility criterion mentioned above, shall be highlighted and all pages of the bid document should be serially numbered.
4. If the bid is not accompanied by all the above mentioned documents, the same would be rejected.
5. Undertaking for subsequent submission of any of the above document will **not be entertained** under any circumstances. However, the High Court reserves the right to seek fresh set of documents or seek clarifications on the already submitted documents.
6. The bidder shall have the sole responsibility to execute this Project on turnkey basis.

1.1 **EARNEST MONEY DEPOSIT :-**

- I. EMD be submitted as per “**Annexure – 3 : Earnest Money Deposit**” in the form of Bank Draft/Demand Draft/Bank Guarantee. The Original Bank Draft/Demand Draft/Bank Guarantee be submitted in the office of the Registrar General, High Court of Chhattisgarh, Bilaspur with physical documents (as mentioned in **Annexure 4 : Time Schedule**).
- II. The Bidders who are registered for items mentioned in “**Annexure – 16 : Technical**” Only Manufacturer Unit having NSIC under Single Point Registration Scheme, may be considered for exemption from furnishing the EMD by the Competent Authority. In such cases, an attested copy of the **VALID** Registration Certificate from NSIC must be furnished. Mere registration as a SSI Unit does not qualify the firm for exemption from furnishing the EMD.
- III. In the absence of a valid certificate from the NSIC, such Tenders shall be rejected straightway.
- IV. The Earnest Money Deposit (EMD), without any interest accrued will be refunded as follows:

1. In the case of those Bidders who fail to qualify the eligibility criteria, and whose technical bids do not qualify, the Earnest Money Deposit (EMD) will be refunded without any interest accrued within six month of the acceptance of TEC (Technical Evaluation Committee)'s recommendations.
2. In the case of those Bidders who are not empaneled/eligible, the Earnest Money Deposit (EMD) will be refunded without any interest accrued within six month of the acceptance of the Committee constituted for the purpose.
3. In the case of Bidder whose Tender bid is accepted, **EMD will be refunded on receipt of Preference Bank Guarantee (PBG) as per the Annexure-15.**

1.2 **TECHNICAL SCHEDULE:-**

1. Details of equipments and Technical Specifications/requirement to be procured are given in “**Annexure – 16 : Technical**”.
2. List of Enclosures to be submitted properly numbered and indexed along with signatures of the authorized representative of quoting Vendor(s).
 - i. Necessary detailed technical write up highlighting the features of the sub assemblies of the systems offered.
 - ii. Reports published in journals comparing the offered product with other similar products.
 - iii. Information on planned future upgrades and compatible products along with the anticipated time frame.
 - iv. List of important installation sites.
 - v. Certificate to the effect that the offered/quoted products conform to the Tender specification.
 - vi. Any other document which the Vendor may consider necessary to support the product /bid.

1.3 **TIME SCHEDULE:-**

As per “**Annexure 4 : Time Schedule**”.

1.4 **FINANCIAL ANNEXURES : -**

Details for submitting Financial Bids are given in “**Annexure – 18 : Financial**”.

1.5 BID SUBMISSION PROCESS :-

1. Bids are to be submitted as per the “**Annexure – 9 : Bid Submission**”.
2. The following documents shall be enclosed by every Vendor along with the Technical bids :-
 - a) List of important installation sites.
 - b) Make and Model of all items and optional items should be mentioned in the technical bid and complete technical details should be provided in the form of brochures and write ups and evaluation reports from the neutral/accredited third party.
 - c) Completely filled Technical Verification Data Sheet (TVDS) must be submitted for each quoted configuration. Blank TVDS are attached at **Annexure – 20**.
 - d) Any other document which the Vendor may feel necessary to support the product/bid.
3. Tender bid must contain the name, office and after-office-hours addresses including telephone number(s) of the person(s) who is (are) authorized to submit the bid with his/her (their) signature(s). A certificate from bidder's HR/Legal Department must be enclosed with the bid certifying that the person(s) who signed the bid is/are authorized person(s) on behalf of the Company.
4. Unsigned, unstamped and without certificate for authorized person from bidder's HR/Legal Department bid shall not be accepted.
5. All pages of the bid being submitted **must be signed and sequentially numbered** by the bidder irrespective of the nature of content of the documents.
6. Bids **NOT** submitted as per the specified format and nomenclature will be out rightly rejected.
7. Ambiguous bids will be out rightly rejected.
8. The High Court of Chhattisgarh will **NOT** be responsible for any delay on the part of the Vendor in obtaining the terms and conditions of the Tender notice or submission of the Tender bids.

9. The offer submitted by telegram/fax/email etc. shall **NOT** be considered. No correspondence will be entertained on this matter.
10. The basic price in Indian rupees should be quoted separately for each Ink Tank Printer given in "**Annexure – 16 : Technical**" inclusive of Interface Cables, Power Cables, related accessories, the Documentations of sub-assemblies of system and Operating Manuals of the system, Packing, Forwarding, Freight, Insurance, Installation charges at sites and Warranty etc.
11. Financial bid may be submitted as per "**Annexure – 18 : Financial**".
12. Financial bids will be evaluated on the basis of total price, i.e. all inclusive, as net door-delivery and installation prices for anywhere in the state of Chhattisgarh for items in "**Annexure – 16: Technical**".
13. The price shall be for delivery at desired destination in the state of Chhattisgarh including installation/commissioning and complete operationalization, 3 years warranty and including statutory levies, if any.
14. Bidders shall indicate their rates in clear/visible figures as well as in words. In case of a mismatch, the rates written in words will prevail.
15. Any alteration / overwriting / cutting in the bid should be duly countersigned else it will be out rightly rejected.
16. Conditional tenders shall **NOT** be accepted on any ground and shall be rejected straight away.
17. If any clarification is required, the same should be obtained from Mr. Sanjay Kumar Kashyap, OIC-NIC, High Court Computer Cell, High Court of Chhattisgarh, Bilaspur (C.G.) Telephone No. 07752-241032, Mob. No.- 7898761960, e-mail- kashyap.sk@nic.in
18. Bidder shall furnish a compliance statement as per **Annexure 16 A : Technical Compliance** of specifications and features of offered equipments with the Technical Bid. **No deviations in terms and conditions** of the Tender document as well as technical specifications (on the lower side) will be accepted in any case.
19. Tender process will be over after the issue of Purchase Order to the selected Vendor(s).
20. Bids not quoted as per the format given by the High Court of Chhattisgarh will be

rejected straight away.

21. The bidder must quote for all the items mentioned in the Annexures including optional items/Services. In case any items not quoted, the bid shall be summarily rejected.
22. If required the High Court of Chhattisgarh may allow finally selected Vendor to supply any of the technically qualified products (Make/Model), depending upon Project requirements, at the accepted price provided, documentary evidence as per eligibility criteria is provided.

1.6 BID OPENING PROCESS :-

1. The Technical covers will be opened in the first instance at the High Court of Chhattisgarh as mentioned in the “**Annexure – 4 : Time schedule**”.
2. Financial bids of only those bidders, whose bids found technically qualified, by the Technical Evaluation Committee, will be opened.

1.7 TECHNICAL EVALUATION PROCESS:-

1. Technical Bids will be evaluated as per the “**Annexure – 5 : Hardware Configuration Evaluation Mechanism**”.
2. A duly constituted Committee for this purpose will shortlist Technical Bids on the basis of technical parameters including possible visit to inspect manufacturing and supply facilities, if considered necessary.
3. If considered, necessary, the short listed Bidders may be asked to bring one of each of the quoted products, as per specifications set out in “**Annexure – 16: Technical**” for technical evaluation, along with their own test and technical manpower, to the High Court of Chhattisgarh. In case the Vendor fails to bring and demonstrate the working of quoted products within the time frame given by the High Court for evaluation, the bid shall be rejected.
4. For Technical evaluation, bidders have to ensure the availability of appropriate specialist, along with every type of documentation required, from their organization for interacting with TEC & evaluation team. In case a bidder does not make the required specialist along with proper documentation available, then such defaulting bidder shall be taken off the Tender evaluation process and the bid will stand rejected.

5. During the technical evaluation, if any of the items FAIL to meet the specification requirement, no subsequent opportunity will be given to the bidder(s). However, a standby system of already quoted Make/Model, if available instantly on the spot could be considered by the TEC for evaluation only once.
6. Bidders are advised to ensure that the systems if asked to bring for evaluation, conforms to all technical parameters and is a tested system.
7. It is mandatory for the bidders to strictly adhere to the schedule of delivery & installation of Ink Tank Printers during implementation of the Project. The schedule of the delivery and installation shall be given as per the **Annexure – 17**.

1.8 EVALUATION OF FINANCIAL BIDS:-

1. The Financial Bids of only those Bidders short listed from the Technical Bids by TEC will be opened on a specified date and time, and the same will be evaluated by a duly constituted empowered committee.
2. Lowest quoting Bidder will be selected as per the “**Annexure – 7 : Selection Criteria**”.
3. No enquiry shall be made by the bidder(s) during evaluation process of the Tender, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee/its Authorized Representative and the High Court of Chhattisgarh can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time, else bid of such defaulting bidders will be rejected.

1.9 SELECTION PROCESS:-

1. Keeping in view the Project commitment, the High Court of Chhattisgarh reserves the right to evolve a super-set of technically qualified accepted systems, items of their Brands and Models for the entire range of systems covered by various **Annexures** of this Tender so as to take care of the service delivery related aspects concerning the suitability of configuration needs matching the Project requirements and priorities from time to time.
2. Validity of the bid is given in the “**Annexure – 6 : Validity**”.
3. In the event the Vendor's Company or the concerned division of the Company is taken

over/bought over by another company, all the obligations and execution responsibilities under the agreement with the High Court of Chhattisgarh, should be passed on for compliance by the new Company in the negotiation for their transfer.

4. Selected Vendor has to agree for honoring all Tender condition and adherence to all aspects of fair trade practices in executing the Purchase Orders placed by the High Court of Chhattisgarh.
5. If the name of the product is changed for describing substantially the same in a renamed form; then all techno-fiscal benefits agreed with respect to the original product, shall be passed on to the High Court of Chhattisgarh and the obligations with the High Court of Chhattisgarh taken by the Vendor with respect to the product with the old name shall be passed on along with the product so renamed.
6. In the case of Bidder whose Tender bid is accepted and in case of default by the Vendor on non-acceptance of the Purchase Order, the EMD will be forfeited.
7. The selected Vendors shall be required to give Performance Bank Guarantee as mentioned in the “**Annexure – 15 : Security Deposit**” Performance Bank Guarantee will be of any Nationalized Bank drawn in the name of “The Registrar General, High Court of Chhattisgarh, Bilaspur”, for a period of warranty, as mentioned in the “**Annexure – 10 : Warranty**”. This BG will be invoked in case of non compliance of maintenance schedule during warranty period.
8. The High Court of Chhattisgarh may, at any time, terminate the contract by giving written notice to the selected Vendor without any compensation, if the Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the High Court of Chhattisgarh.
9. The request by selected Vendors for rate variation due to fluctuation in the foreign exchange rate (USD) will not be considered.
10. During the validity of the bid, in case the High Court of Chhattisgarh notices that the market rates have come down from the time the rates were finalized or selection of new system configuration based on market trends or for the reasons of technological changes, the High Court of Chhattisgarh will reserve rights to ask the technically qualified bidders to re-quote the prices and the Vendor(s) will be selected on the basis of procedure given earlier. The time difference between such re-quotes will be

minimum 6 months except in case of the Union Budget. All those technically qualified bidders, whose EMD have been returned by the High Court of Chhattisgarh during/after the evaluation of the Tender, will have to submit the EMD of the same amount along with the revised price quotations.

1.10 PLACING OF PURCHASE ORDER:-

1. The High Court of Chhattisgarh has the right to choose any subset of the Tendered items for placement of supply orders.
2. For procurement of goods, Purchase Order will be placed on the selected Vendor in hard copy format or in soft copy mode either through e-mail containing the scanned copy of the Purchase Order.
3. Objection(s), if any, to the Purchase Order must be reported to the High Court of Chhattisgarh by the Vendor within three(3) working days counted from the date of Purchase Order for modifications, otherwise it is assumed that the Vendor has accepted the Purchase Order in totality. This is applicable in case of electronic publishing / delivery of Purchase Order also. After receiving the Purchase Order, amendment if any, of the same Purchase Order is requested by the Vendor or done by the High Court of Chhattisgarh, installation period will be calculated from the amendment date and not from the original Purchase Order date.
4. On the receipt of the Purchase Orders, the Vendor(s) shall obtain all the necessary documents for the State Entry Permit in respective States wherever required by them, for complete, safe and timely delivery of the ordered products.

1.11 DELIVERY PROCESS:-

1. All aspects of safe delivery shall be the exclusive responsibility of the Vendor. At the destination Site, the cartons will be opened only in the presence of concerned Nodal Officer(s) identified by the District Judge and Vendor's representative and the intact position of the Seal for not being tampered with shall form the basis for receipt in good condition.
2. Vendor must apply to the respective authority for issue of road permit /waybill in time.
3. Delays on account of getting relevant permits shall not make Vendor eligible for waiver of penalties.
4. Delivery Challans needs to be signed and stamped on completion of delivery of items,

as mentioned in “**Annexure – 14 : Payment**”. In case any discrepancy with regard to sign, stamp or date, etc. on above Delivery Challans, a mail from concerned Nodal Officer may be treated as Delivery Challan.

5. The Vendor should install all the items at specified sites without any additional charge.
6. Though the High Court of Chhattisgarh will provide all the necessary documents for ensuring smooth delivery of goods at the respective destinations, it is the responsibility of the Vendor to deliver the goods in time.

1.12 PENALTY CALCULATION PROCESS:-

1. Any delay beyond the delivery and installation schedule as per Purchase Order will render the Vendor liable for penalty at the rate as mentioned in the “**Annexure – 13 : Penalty**”.

1.13 INSTALLATION PROCESS:-

1. During installation at site, if any item is found to be defective or broken, it will be replaced with new one by the Vendor at his own cost and risk, within 15 days from the date on which the Vendor has been informed of such damage.
2. Consolidated Installation Report on the successful installations of the individual items, duly signed by the District & Sessions Judge and concerned Nodal Officer identified by District & Sessions Judge should be submitted to the High Court of Chhattisgarh along with the bills.
3. It may be noted that only the items technically tested/accepted as per Purchase Order shall be installed as per the schedule mentioned in “**Annexure – 12 : Delivery and Installation**”.

1.14 PAYMENT PROCESS:-

1. Payment will be processed as per the “**Annexure – 14 : Payment**”.
2. A pre-receipted bill, along with original excise duty gate pass such as (if applicable), Installation certificate and other relevant documents & PBG shall be submitted (five copies) in the name of the **Registrar General, High Court of Chhattisgarh, Bilaspur (C.G.)** by the Vendor soon after the delivery and installation of each Ink Tank Printers, along with documents mentioned at “**Annexure – 14 : Payment**”.
3. Payments shall be subject to deductions of any amount for which the selected Vendor

is liable under the Tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act.

1.15 ONSITE WARRANTY MAINTENANCE:-

1. The warranty period for the systems shall be taken into account as per the “Annexure – 10 : Warranty ” **from the date of installation of products.**
2. The Vendor should provide support for all supplied items in all the District/Subordinate Courts as mentioned in the Annexure-21: Support during warranty period.
3. During warranty period, any failure in the Ink Tank Printers should be rectified within maximum period of 2 working days at District Site or 3 working days at Taluka Site. Provided penalty will be charged or recovered as per the “**Annexure-13 : Penalty**”.
4. On completion of the Warranty period, the Security Deposit, without any interest accrued, shall be released after satisfying that proper free warranty support has been provided during warranty period of **Three years** for all the systems. If considered necessary, suitable amount of penalty shall be recovered from the Vendor out of either already due payments or from their Security Deposit, while releasing the Security Deposit. After expiry of warranty, the High Court of Chhattisgarh has option to enter into Annual Maintenance Contract with the supplier for post warranty maintenance of the systems as per the quoted price/negotiated price.

1.16 GENERAL CONDITIONS:-

1. For services required under the Project at different Court Complexes, please refer to **Annexure – 11 : Services to be provided.**
2. No interest shall be payable for the Tender fee and no deviations from these terms and conditions will be accepted. Any violation there off will lead to rejection of the bid.
3. The Security Deposits (Performance Bank Guaranty) without any interest accrued, shall be released only after the expiry of the warranty period of the systems successfully.
4. The decision of the High Court of Chhattisgarh arrived at during the various stages of the evaluation of the bids is final & binding on all Vendors. Any representation towards these shall not be entertained by the High Court of Chhattisgarh.
5. In case the selected Vendor is found in breach of any condition(s) of Tender or supply order, at any stage during supply / installation / commissioning or warranty period, the legal action as per Rules / Laws will be taken.

6. Any attempt by Vendor to bring pressure towards the Chhattisgarh High Court's decision making process, such Vendors shall be disqualified for participation in the present Tender and such Vendor(s) may be liable to be debarred from bidding for the High Court of Chhattisgarh Tenders in the future.
7. It is mandatory for the bidders to strictly adhere to the schedule of delivery & installation of Ink Tank Printers during implementation of the Project.
8. Upon verification, evaluation / assessment, if in case any information furnished by the Vendor is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.
9. No deviations from Tender terms and conditions will be accepted. Any violation thereof will lead to the rejection of the bid.
10. The Registrar General shall reserve the right to reject any Bids in any stage without assigning any reasons thereof.
11. This Tender is subject to availability of Budget/Funds with the High Court.
12. During the warranty period the firm shall ensure prompt, timely and proper service. In the event of service required after the working hours or on holidays the firm should be prepared to provide services with no extra charges.
13. **Indemnity:** The selected Vendor shall indemnify the High Court of Chhattisgarh against all third party claims of infringement of Patent, Trademark / Copyright or Industrial Design Rights arising from the use of the supplied Software/Hardware etc. and related services or any part thereof. The High Court of Chhattisgarh stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the Project for whatever period. The High Court of Chhattisgarh also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower while working on the Project.
14. **Termination for Insolvency:** The High Court of Chhattisgarh may at any time terminate the Purchase Order / Contract by giving written notice of four weeks to the Supplier, without any compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent.
15. The High Court of Chhattisgarh will not be responsible for any misinterpretation or wrong assumption by the Vendor, while responding to this Tender.
16. **Force Majeure:** If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil

commotion, sabotage, fires, floods, explosions, epidemics, quarantine, restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the Appropriate Authorities/Chamber of Commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the contract.

17. Bidder must submit Physical Tender documents alongwith Original EMD on the Date mentioned in Document Control Sheet.
18. After submission of Tender documents and EMD (on the Date mentioned in Document Control Sheet) no additional document would be accepted.

19. Definition for default : Default is said to have occurred

- I. If the Supplier fails to accept the Purchase Order.
 - II. If the supplier fails to deliver any or all of the services within the time period(s) specified in the Purchase Order or during any extension thereof granted by the High Court of Chhattisgarh.
 - III. If the supplier fails to perform any other obligation(s) under the contract.
- 19.1. If the Agency defaults on I of above circumstances, his Bid security (EMD)/BG received against this empanelment will be forfeited and empanelment will be canceled.
 - 19.2. If the agency defaults on II & III of above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from the High Court of Chhattisgarh (or takes longer period in spite of what the High Court of Chhattisgarh may authorize in writing), the High Court of Chhattisgarh may terminate the Contract / Purchase Order in whole or in part. In addition to above, the High Court of Chhattisgarh may at its discretion also take the following actions:

- I. The High Court of Chhattisgarh may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier shall be liable to compensate the High Court of Chhattisgarh for any extra expenditure involved towards goods and services to complete the scope of work in totality or 10 % of the work order as cancellation charges whichever is higher.
20. During the validity of this bids, Ink Tank Printers for the High Court of Chhattisgarh, Bilaspur, District & Sub-ordinate Courts of the State, Chhattisgarh State Judicial Academy, Bilaspur, District Legal Services Committees and Tahsil/Taluka Level Committee of the State may be purchased by the High Court after obtaining approval of Hon'ble Committee for Computerization, Weeding and Digitization of Records of High Court and Subordinate Courts of the State.

1.17 ARBITRATION AND CONCILIATION:-

If a dispute arises out of or in connection with this Contract, or in respect of any defined Legal relationship associated therewith or derived there from, the parties agree to submit that dispute to Arbitration and Conciliation under the Arbitration and Conciliation under the Act, 1996.

1.18 APPLICABLE LAW:-

1. The Agency shall be governed by the Laws and Procedures established by Government of India/State of Chhattisgarh, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
2. All disputes in this connection shall be settled before the Committee for Computerization, Weeding and Digitization of Records of High Court and Subordinate Courts, High Court of Chhattisgarh, Bilaspur (C.G.).
3. The High Court of Chhattisgarh 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.

Date: 30/11/2019


30.11.2019

Registrar General,
High Court of Chhattisgarh.
Bilaspur (C.G.)

Annexure – 1 : Summary

Sr. No.	Item Name	Item Value
1	File No.	F. No.
2	Tender No.	No. /CPC/2019 date
3	Title	Tender document for the supply, testing, installation and maintenance of Ink Tank Printers at District and Subordinate Courts, under e-Courts Project.
4	Number of packets in bid	2
5	Official Correspondence Address	The Registrar General, High Court of Chhattisgarh, Bilaspur at Bodri – 495 220. Telephone No. - 07752 – 241021
6	Contact for Queries	The Registrar (Computerization)-Cum- Central Project Co-ordinator, High Court of Chhattisgarh, Bilaspur (C.G.) Telephone No.- 07752-241027, e-mail ID – cpc-cg@aij.gov.in

Annexure – 2 : Eligibility Criteria

<u>Sr. No.</u>	<u>Item</u>	<u>Insert Value or check-list the box</u>	<u>Reference of Enclosed Proof, along with corresponding page numbers</u>
1.	The bidder must be an Original Equipment Manufacturer (OEM)/ Authorized Dealer/ Reputed Firms/ Suppliers of Ink Tank Printers.	Manufacturer Authorization Format (MAF) as provided below to be submitted by the front end bidder on company letter head.	
2.	The OEM/Bidder must be an IT solution provider capable of handling IT projects covering Printers Laser/Ink Tank Printers.	Proof/OEM certificate of installation of at least 30,000 Inktank Printers in last three financial years at Government/Semi Government or Private Organizations.	
3.	The OEM/bidder's annual turnover from sales and support services of IT Projects/Ink Tank Printers in India should be at least Rs. 100 Crore (during each of the years 2016-17, 2017-18 and 2018-19) to be supported by authentic documentary evidence (audited Balance Sheet) and confirmation regarding turnover.	During 2016-17 ₹	
		During 2017-18 ₹	
		During 2018-19 ₹	
4.	The OEM/Bidder should enclose a copy of a VALID quality certificate/BIS certificate This certification should be from any recognized Institution.	1. Name of the Agency 2. Name of the Certificate	

		3. Validity date	
5.	A copy of <u>GST No.</u> allotted by the Sales Tax Authorities, as well as <u>PAN Number</u> of the firm allotted by the Income Tax authorities should be submitted. The bidder should be registered with <u>Service Tax</u> department of the Government.	GST No. - PAN Number -	
6.	A copy of the <u>Registration number</u> of the Bidders with attested copies of <u>Articles of Association</u> (in case of Registered firm), Bye-laws and Certificates of registration (in case of registered Co-operative Societies), Partnership Deed (in case of Partnership Firm) should be submitted.	Registration No. Name the document enclosed.	
7.	Bidder must have Service Center/Office at Bilaspur/ Raipur in Chhattisgarh State.	Satisfactory proof of Service Center.	

Note: Bidder is to fill the above Annexure and indicate the page numbers of the supporting document in the proof while submitting response to the eligibility criteria.

Manufacturer's Authorization Format for Front Line Bidder

Ref:

Date:

To

**The Registrar General
High Court of Chhattisgarh,
Bilaspur (C.G.)**

Subject: Manufacturer Authorization for Tender No

Sir,

We, <Bidder/ Frontline OEM/SI> having our registered office at <Bidder/Frontline OEM/SI address>, are an **established manufacturer/Suppliers** of **name of quoted item Ink Tank Printers**. We <Frontline OEM/SI> solely authorized <bidder's name> to quote our product for above mentioned Tender.

Our full support is extended in all respects for supply, warranty and maintenance of our products. We also ensure to provide the service support for the supplied equipments for a period of 3 years from date of installation of the equipments as per Tender terms. In case of any difficulties in logging complaint at bidder end, user will have option to log complaint at our call support center.

We also undertake that in case of default in execution of this Tender by the <Indicate names of all supporting OEM/SI >, the < Bidder/ Frontline OEM/SI > will take all necessary steps for successful execution of this project as per Tender requirements.

Thanking You

For < Bidder/ Frontline OEM/SI>

< (Authorized Signatory)> Name:

Designation:

Proof of completion of IT Projects

Ref:

Date:

To

**The Registrar General
High Court of Chhattisgarh,
Bilaspur (C.G.)**

Subject: Proof of completion of IT projects covering supply, installation and maintenance of Ink Tank Printers Project for Tender No.

Sir,

We have completed at least **three** IT Projects covering projects of supply and installation of Ink Tank Printers worth of minimum ₹ 25 Lakh for each project on turnkey basis in the last three financial years i.e. 2015-16, 2017-18 and 2018-19. The details of the Projects have been furnished below:

Sr. No.	Project (to be replicated for each project)	Details
1.	Name of Project	
2.	Name of Client	
3.	Name of client personnel involved	
4.	Phone number of client personnel	
5.	Email id of client personnel	
6.	Name of States covered	
7.	Duration of the Project	
8.	Years of execution of the Project	
9.	Project Value	
10.	Remarks, if any	

Thanking You

For < Bidder/ Frontline OEM/SI>

< (Authorized Signatory)> Name:

Designation:

Annexure – 3 : Earnest Money Deposit

EMD	Amount : 2,10,000/- ₹ Two Lakh Ten Thousand Only)
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Annexure – 4 : Time Schedule

SN	Tender Reference	TENDER NO. HIGH COURT/COMPUTERS/2019
1.	Date of Issue/Publishing
2.	Last Date and Time for Submission of Bids	
3.	Date and Time of submission physical Tender with original EMD Charges at High Court.	
6.	Date and Time of Opening EMD Charges and Technical documents	
8.	Date and Time of Opening Financial Bid	It will be intimated latter.
9.	Tender should be addressed to	The Registrar General, High Court, Chhattisgarh, by Designation.
10.	Address for submission of EMD in Original	The Registrar General, High Court, Chhattisgarh, by Designation.
11.	Address for Query communication	The Registrar (Computerization) Cum - Central Project Coordinator, High Court of Chhattisgarh, Bilaspur at Bodri (C.G.)
12.	Contact Telephone No. and email address.	07752-241027 <u>cpc-cg @aij.gov.in</u>

Note : No bid will be accepted after the expiry of the above mentioned time scheduled.

Annexure – 5 : Hardware Configuration Evaluation Mechanism

Technical evaluation will be carried out mainly on the basis of technical specifications provided in the Tender document. For each Ink Tank Printers quoted, a duly filled Technical specification compliance sheet, Technical Verification Data Sheet (TVDS) along with all supporting technical data sheets (for all sub assemblies) should be submitted.

Annexure – 6 : Validity

Sr. No.	Item	Value
1	Validity of bids	One Year from the date of opening financial bids.

Annexure – 7 : Selection Criteria

Selection Criteria for deciding lowest quoting Vendor	<ol style="list-style-type: none">1) The L1 bidder will be determined on the basis of unit price (inclusive of Taxes, Three years warranty) quoted for each items as in Annexure-18.2) Thus the lowest quoting Vendor and the lowest unit rates (for individual items/services) shall be decided.
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Annexure – 8 : Support (Infrastructure Available with Bidder)

Bidder must have Company's Authorised Service Centre of its own or through its franchisee in Raipur and/or in Bilaspur. **Bidders should also provide escalation matrix for their sales & support function.**

Sr. No.	District Names	Own/ Franchisee Support Centres	Contact details such as Names, phones, e-mails, website etc.	Manpower	Escalation Matrix
1.					
2.					

Annexure – 9 : Bid Submission

Online Bids submitted in **TWO** Envelopes as Follows:

Envelope-1
(Following documents to be provided as single PDF file)

Sr. No.	Documents	Content
1.	EMD	The scanned copy of EMD instruments as per Annexure – 3 : - Earnest Money Deposit.
2.	Eligibility Criteria	The requirements as mentioned in the Annexure – 2 : - Eligibility Criteria.
3	Technical Bid	The certified copies of documents as per Annexure – 16 : Technical.
4.	Compliance Statement	Compliance statement for each quoted articles Annexure – 16 A
5.	Blank TVDS Datasheet	TVDS Datasheet as per Annexure – 20

Envelope-2 (Financial Bids)

Annexure – 10 : Warranty

Sr. No.	Description
1	The complete systems should be under 3 (Three) years free onsite comprehensive warranty support with Level 1 support from bidder and Level 2 support from OEM.
2	The Vendor should fulfill the following conditions during warranty period:
2(a)	Supplier will supposed to maintain enough spares so as to provide satisfactory onsite comprehensive maintenance services during the warranty period.
2(b)	Vendor would provide the helpdesk support services through telephone/e-mail where users can lodge their complaint. Each user will be assigned a unique trouble ticket number /complaint number through which he should be able to track the action taken on his complaint through a support portal.
2(c)	The Vendor should provide support for all supplied items in all the District/Subordinate Courts as mentioned in the Annexure :21 . Support during warranty period.
2(d)	Any failure in the equipments supplied / any accessories thereof should be rectified within maximum period of five working days at District Sites/ Taluka Sites as the case may be. Provided penalty will be charged or recovered as per the “ Annexure-13 : Penalty ”.
2(e)	On completion of the Warranty period, the Security Deposit without any interest accrued shall be released after satisfying that proper free warranty support has been provided during warranty period of Three years for all the systems. If considered necessary, suitable amount of penalty shall be recovered from the Vendor out of either already due payments or from their Performance Bank Guaranty while releasing the Security Deposit. After expiry of warranty, the High Court of Chhattisgarh has option to enter into Annual Maintenance Contract with the supplier for post warranty maintenance of the systems.

Annexure – 11 : Services to be provided

Sr. No.	Description	Requirements
1	Delivery of Items	<ul style="list-style-type: none">- At the destination site, the cartons will be opened only in the presence of concerned Nodal Officer(s) and Vendor's Representative.- Inventories at all their service locations shall be maintained by the respective Courts for immediate replacement of H/w items in case of failure.
2	Installations	<ul style="list-style-type: none">- Upon satisfactory installation of the equipment, Vendor should obtain signed installation certificate from the Nodal Officer, after making the stock entry at their end and specify the same in the installation certificate. The same shall be submitted along with the bills by the Vendor for payment.- A sticker with label 'High Court of Chhattisgarh, e-Courts Project' along with the Service Support Call Centre Number of the Vendor should be pasted on each equipment.
3	Ink Tank Printers	<p>Following are the Ink Tank Printers Integration Services to be provided by the empanelled agency.</p> <ul style="list-style-type: none">- Supply and installation of Ink Tank Printers and making each of them operational.- The High Court of Chhattisgarh will do the necessary coordination required to carry out this activity. The selected Vendor will designate Project engineer for the site to coordinate with the High Court of Chhattisgarh. The selected Vendor will gather required data as per formats finalized in consultation with the High Court of Chhattisgarh.
4	Locations	<p>Location may be increased or decreased subject to availability of funds for supply and installation of Ink Tank Printers at Court Complexes under the second Phase of e-Court Projects.</p>

5	Estimated Cost	If Nos. of Locations will be increased then estimated cost may be ard. Subject to availability of funds.
6	Validity of Bids	One Year from the date of opening Financial Bids.

Annexure – 12 : Delivery and Installation

Sr. No.	Activity	Time lines from the Date of Empanelment
1	Execution and completion of work including Installation	8 weeks from the issuance of Purchase Order.

Annexure-13: Penalty

Sr. No.	Activity	Rate
1.	Failure in maintaining Delivery and Installation schedule.	0.5% (point 5 percent) value of not delivered item, per week subject to maximum Of 02 weeks after the Delivery and installation schedule mentioned at Annexure-12. Thereafter, matter be placed before Hon'ble Committee for Computerization of High Court and Subordinate Courts for further orders.
2.	Maintain during the warranty period.	0.5% (Zero point five percent) per week subject to maximum of 12 weeks from the date of complaint lodge. ON VALUE OF THE ITEM , thereafter the High Court of Chhattisgarh the option of maintaining the system at the cost of the Supplier and revoke Performance Bank Guaranty.
3.	Replacement of the faulty system	Any component, failing at system and subsystem level at least three times in three months, displaying chronic system design or manufacturing defects or Quality Control problem or where the penalty amount on account of downtime has crossed 15% of the system value, will be totally replaced by the Vendor at his cost and risk within 30 days, from the date of last failure.
4.	Limitation of Liability	Taking into consideration all the above cases, the total penalty that can be levied on the Vendor shall not exceed the purchase order value.

Annexure – 14 : Payment

1) PAYMENT SCHEDULE

A pre-receipted bill (five copies) shall be submitted in the name of **“The Registrar General, High Court of Chhattisgarh, Bilaspur with Vendor information form like Name of the Firm, Bank A/c No. IFSC Code of Bank etc.”.**

An invoice will contain the items ordered under one Purchase Order only. Bill/ Invoice shall not be combined for more than one purchase order.

Payment shall be done as per the following schedule:

- a. 40% on delivery of all items included in the purchase order
- b. 60% on completion of installation of all items in the purchase order

Note:- Subject to submission of Performance Bank Guaranty.

2) FOR PAYMENT ON ITEM DELIVERY:

40% payment will be made on delivery of items at any specified site as per the following process:

- The Vendor will deliver the items at designated Court Complex(s) as per the purchase order and obtain signature with date and stamp on Delivery Challan(s) of the concerned **Nodal Officer** at the District/Taluka Court.
- The Vendor will submit a copy of Delivery Challan to the **Nodal Officer identified by the District & Sessions Judge.**
- The Vendor will submit the bills along with original excise duty gate pass & original delivery challans to the Registrar (Computerization) Cum - Central Project Coordinator, High Court of Chhattisgarh.
- Penalty if any, will be imposed as per **Annexure 13: Penalty**

3) FOR PAYMENT ON ITEM INSTALLATION:

Balance 60% payment will be made after complete installation of all items as per the following process:

- 1) Vendor has to install the ordered items and will prepare **installation report** for each District Court/Taluka Courts as per the Purchase Order and get it signed by the concerned **Nodal Officer**.
- 2) Based on these installation reports, the Vendor will further prepare a **consolidated installation report** consisting of serial no. of each ordered and installed item, location of installation, date of installation, etc. Please refer to format attached below. **This consolidated installation report will be District-wise only.**

3) The Vendor will submit all **original installation reports**, which would include District/Taluka Courts under the jurisdiction of a particular District Court to the District Head Quarter.

4) The consolidated installation report will be duly signed with date and stamped by:

The Nodal Officer(s) identified by District & Sessions District Judge and Technical Person of District Courts.

5) Vendor will submit the following documents :-

I. Three copies of **consolidated installation reports** along with Original consolidated installation report at the High Court of Chhattisgarh.

II. **Original Installation reports** to the concerned District & Sessions Judge.

III. One DVD/CDROMs of installation reports be submitted by the bidder at The High Court of Chhattisgarh along with bills.

IV. In case, it is a multi-location Purchase order say PO No 12345 and locations are Site A, Site B... and Site Z and ALL SITES ARE READY for installation, Vendor will raise a single invoice for PO No 12345 and payment will be released by the Chhattisgarh High Court taking into account the installation schedule. For calculating penalty if any, each site will be treated as a separate independent case and penalty will be imposed on the pro-rata value of the site PO.

CONSOLIDATED PROOF OF INSTALLATION REPORTS AT DISTRICT COURT,
(NAME)

Sr. No.	Court Complex Name & Address	Item Name	Serial No. of Item	Date of Installation	Name of Nodal Officer	Remarks

All items have been delivered & successfully installed at each site as per the Purchase Order

(Sign & Stamp)

Nodal Officer

(Sign & Stamp)

Technical Person of District court

(Sign & Stamp)

Vendor's Representative

Note : Please ensure that signatures are taken on each page of the consolidated report.

Annexure 15: Security Deposit

Performance Bank Guarantee : Performance Guaranty to be submitted in the name of “The Registrar General, High Court of Chhattisgarh” by the successful Bidder at his own expense with Tender Issuing Authority, within 30 (Thirty) working days from the date of notice of award of Contract or prior to signing of Contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (Annexure – X) of an amount equivalent to 10% of Contract value in Indian Rupee.

Sr. No.	Item	Value
1	Validity	42 Months from the date of first Purchase order
2	Instrument	One single Deposit in the form of Bank Guarantee value during
3	Amount	10% value of the Purchase Order

**Annexure 16 : Technical
Specifications Of Printers**

Printer Type	Specification
Functions	Mono Print
Print Size	A4, Letter, Legal
Standard Configuration	C1: 250 sheets, Rear Feed : 1 Sheet
Maximum Configuration	C1: 250 sheets, Rear Feed : 1 Sheet
Consumable Yield	Black : 6000 pages
Ink type	Pigment ink (Water Proof)
Print Speed	39 PPM (Draft) / 20 IPM (ISO) Mono
Duplex Printing	Automatic
Connectivity	USB, Ethernet, Wi-Fi, Wi-Fi Direct
Max Monthly Duty cycle	20,000 pages
Power consumption	14 Watts
Recommended Monthly Print Volume	20,000 pages
First Print Out Time	6 sec
Paper Out Capacity	30 sheets

Annexure 16 A : Technical Compliance

Compliance Sheet of Technical Specifications Of Ink Tank Printers

Printer Type	Specification	Compliance Yes / No
Functions	Mono Print	
Print Size	A4, Letter, Legal	
Standard Configuration	C1: 250 sheets, Rear Feed : 1 Sheet	
Maximum Configuration	C1: 250 sheets, Rear Feed : 1 Sheet	
Consumable Yield	Black : 6000 pages	
Ink type	Pigment ink (Water Proof)	
Print Speed	39 PPM (Draft) / 20 IPM (ISO) Mono	
Duplex Printing	Automatic	
Connectivity	USB, Ethernet, Wi-Fi, Wi-Fi Direct	
Max Monthly Duty cycle	20,000 pages	
Power consumption	14 Watts	
Recommended Monthly Print Volume	20,000 pages	
First Print Out Time	6 sec	
Paper Out Capacity	30 sheets	

Annexure – 17 : Delivery and Installation Schedule

Vendor should deliver and install Ink Tank Printers in the District and Subordinate Courts in the States of Chhattisgarh and submit Report of each Ink Tank Printers with all its accessories within Eight Weeks. A List of Court Complexes where Ink Tank Printers have to be supplied and installed, is enclosed herewith as at “**Annexure – 21**”.

Annexure – 18 : Financial

Financial Bid for all Items as per Annexure: 16 Technical and as per their Compliance Annexure -16A

1. Prices in Financial Bid should be quoted in the following format, as per the specifications in respect of **Annexure 16 A**.
2. All prices should be quoted for Three-years warranty.
3. Prices should be quoted in Indian Rupees and indicated both in figures and words. Figures in words will prevail.
4. Quoting incredibly low value of items with a view to subverting the Tender process shall be rejected straight away and EMD of such Vendor will be forfeited.
5. Sum total of all taxes inclusive GST to be given in Column 5 (Taxes). The details of all the tax types and value in percentage to be provided separately in the table below.
6. L1 would be separately decided on each items.

Sr. No.	Item Description	Unit Price (Rs.)	GST	Unit Price inclusive GST	Indicative Quantity for Determining the L1 Vendor/rate only.	Total Price (All inclusive taxes) with Three years onsite warranty (Rs.)
1	2	3	4	5 = 3 + 4	6	7=3+5
1.	Mono Ink Tank Duplex Printer				Per Unit	

Note :

1. Unit Price (Column 3) should include packing, forwarding, freight, insurance, installation, configuration, commissioning, warranty or any other charges.
2. All fields in Financial Bid Format are mandatory.
3. Details of Taxes be entered here :-

Date :

Authorized Signatory,

Place :

Name :

Annexure – 19 : Enclosures Check-list

(To be submitted properly numbered and indexed along with signatures of the authorized representative of quoting Vendors).

Sr. No.	Description	Compliance (Y/N)	Refer Page No. in the bid
1.	For EMD		
For - Eligibility Criteria			
2.	Information as per Annexure 2 : Eligibility Criteria		
3.	Information as per Annexure-8		
4.	Authorization letter for submission of quotation by the authorized signatory (with signature duly attested by the Company's Director / CEO) on a stamp paper. Proof of Authorized Signatory in the form of Power of Attorney / Board Resolution		
For - Technical Bid			
5.	Original Catalogue of the products quoted.		
6.	Necessary detailed technical write up highlighting features of the systems offered.		
7.	Reports published in journals comparing the offered product with other similar products. (If any)		
8.	Information on future planed upgrade and compatible products along with anticipated time frame.		
9.	List of service centers located in the States of Chhattisgarh along with contact details.		
10.	For all the quoted items. Make and Model should be mentioned in the technical bid along with complete details.		
11.	Certificate to the effect that the offered/quoted products conform to the Tender specifications.		

12.	Any other document which the Vendor may feels necessary to support the product/bid.		
13.	Financial bid as per Annexure – 18		

Annexure – 20 : Blank Technical Verification Data Sheets (TVDS)

Tender No.---		Project Name:- e-Courts Project		Vendor Name:-	
Sr. No.	Item Name	Make	Type/Size	Model	System Category
1.	Mono Ink Tank Duplex Printer				

ANNEXURE-21 LIST OF COURT COMPLEXES

(List of Court Complexes where supply and installation of Ink Tank Printers have to be executed)

Name of the High Court:- High Court of Chhattisgarh, Bilaspur (C.G.)

Sr. No.	Name Of The District	<u>Courts</u>	<u>Family Courts</u>	<u>Total</u>
1	Surguja at Ambikapur	17	1	18
2	Koriya at Baikunthpur	13	1	14
3	Balod	8		8
4	Baloda Bazar	12	1	13
5	Balrampur	8		8
6	Bemetara	7	1	8
7	Bilaspur	32	2	34
8	Dakshin Bastar Dantewara	11		11
9	Dhamtari	9	1	10
10	Durg	42	4	46
11	Bastar at Jagdalpur	9	1	10
12	Janjgir-Champa	19	1	20
13	Jashpur	12	1	13
14	Uttar Bastar Kanker	9	1	10
15	Kabirdham Kawrdha	8	1	9
16	Kondagaon	7		7
17	Korba	19	1	20
18	Mahasamund	13	1	14

Sr. No.	Name Of The District	<u>Courts</u>	<u>Family Courts</u>	<u>Total</u>
19	Mungeli	5		5
20	Raigarh	24	1	25
21	Raipur	53	3	56
22	Rajnandgaon	20	1	21
23	Surajpur	12	1	13
	Grand Total:-	369	24	393

Note: Looking to the paucity of time in this financial year, Printers for the District & its Sub- Ordinate Courts will be supplied at District Courts of the State and Installation Reports be issued at the District Court level. Thereafter, vendor will make necessary arrangements to supply the printers at Taluka Courts in co ordination with the concerning District Courts.

ANNEXURE-X

Bank Guarantee for Earnest Money Deposits (EMD)

Tender Notice No.

date

To,

Registrar General,
High Court of Chhattisgarh
Bilaspur (C.G.)

Whereas << Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of Tender << Tender Number>> dated << Date>> for Supply, Testing, Installation and Maintenance of Ink Tank Printers (hereinafter called "the Bid") to High Court of Chhattisgarh.

Know all Men by these presents that we <<Name of the Bidder>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Nodal Agency>> (hereinafter called "the Purchaser") in the sum of Rs. << Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - (a) Withdraws his participation from the bid during the period of validity of bid document; or
 - (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> for Supply, Testing, Installation and Maintenance of Ink Tank Printers for Tender Notice No..... for High Court of Chhattisgarh Dated: (Rupees <<Amount in words>> only)

II. This Bank Guarantee shall be valid up to <<insert date>>

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date: