

IN THE HIGH COURT AT CALCUTTA  
*Appellate Side*

**NOTICE INVITING TENDER**

**No. 3853 - Jt.R(G.A-II) dated 18.10.2016**

**Sealed Tenders** (in Tender Form) are invited from otherwise eligible concerns for for **‘On-Site Comprehensive Operational Maintenance’** of the following photocopiers/M.F.Ds installed in the A.S establishment:

Srl.	Model & Unit-description	Serial Numbers	Period/Term of O.C.O.M
1.	HCL Toshiba eStudio 356 + R.A.D.F+ 2500-sheet L.C.F	CEED17946	5 years'
2.	HCL Toshiba eStudio 356 + R.A.D.F+ 2500-sheet L.C.F	CEED17951	5 years'
3.	HCL Toshiba eStudio 456 + R.A.D.F+ 2500-sheet L.C.F	CEED13572	5 years'
4.	HCL Toshiba eStudio 456 + R.A.D.F+ 2500-sheet L.C.F	CEED13571	5 years'
5.	HCL Toshiba eStudio 456 + R.A.D.F+ 2500-sheet L.C.F	CEED17946	5 years'
6.	Samsung SL-M3370 FD	ZDDVBJFF20000GR	3 years'
7.	Samsung SL-M3370 FD	ZDDVBJFF200008N	3 years'
8.	Samsung SL-M3370 FD	ZDDVBJFF30000FP	3 years'
9.	Samsung SL-M3370 FD	ZDDVBJFF30000NN	3 years'
10.	Samsung SL-M3370 FD	ZDDVBJFF30000XD	3 years'
11.	Samsung SL-M3370 FD	ZDDVBJFF20000CK	3 years'
12.	Samsung SL-M3370 FD	ZDDVBJFF30000GB	3 years'
13.	Samsung SL-M3370 FD	ZDDVBJFF30000IT	3 years'
14.	Samsung SL-M3370 FD	ZDDVBJFF20000BL	3 years'
15.	Samsung SL-M3370 FD	ZDDVBJFF20000ST	3 years'
16.	Samsung SL-M3370 FD	ZDDVBJFF300004Y	3 years'
17.	Samsung SL-M3370 FD	ZDDVBJFF30000YK	3 years'
18.	Canon iR2422L	SWB05055	4 years'
19.	Canon iR2422L	SWB05223	4 years'
20.	Canon iR2420	QXS011187	4 years'

All the willing participants are advised to carefully read, and **strictly follow**, the ‘Terms & Conditions’ of the instant Notice before submitting Tender(s).

Submission of Tender(s) by willing and otherwise eligible participant(s) will be construed as its/their acceptance of all the said ‘Terms & Conditions’.

The **Last Date** for submission of Tenders, in the manner prescribed hereunder, is **28.10.2016.**

Date: 18.10.2016

*Sd/-*  
**Deputy Registrar (Judicial)i/c**

**TERMS & CONDITIONS**

**A. ELIGIBILITY OF PARTICIPANTS:**

1. Such participants who will be specifically **‘Authorised’** by the Regional Manager / Channel Manager / Senior Manager / Business Manager of the Original Equipment Manufacturer will be eligible to submit Tenders, provided that such participants must have PAN, valid Trade License, valid V.A.T and Service Tax Registration\*(s). The Format of such ‘Authorisation’ is provided at Annexure-A and such format should be followed strictly. \*In case the participant is exempted from Service Tax Registration, (i) Declaration to the effect & (ii) last F.Y’s Audited P/L

*Statement showing less than Rs 10 lakhs as 'Income from Service-providing' should be submitted.*

## **B. SUBMISSION OF TENDER:**

2. Participants must submit their Tenders in Two Parts (in two envelopes) to the office of **Deputy Registrar (Judicial), A.S** on or before 16-45 hours of 28.10.2016, **and collect 'Acknowledgement Slip'** as proof of submission of tender.

The first envelope should be superscribed '**3853-JR(GA-II) : ELIGIBILITY**' and must contain:

(a) '**Authorisation**' in Authoriser's 'Letter-Head', as per format in Annexure-A, issued after the date of publication of this Notice, in original; & (b) Signed & stamped copies of PAN, VAT Registration, Service Tax Registration (subject to Clause A.1) and Trade License; &

The second envelope should be superscribed '**3853-JR(GA-II) : FINANCIAL BID.**' The 'Financial Bid' shall comprise of:

(a) Tender, as per Format in Annexure-B, in participant's letter head.

Each page of the Financial Bid should be signed with date and stamped.

- NOTE(1):**
- a] Tenders should be submitted strictly following the terms and conditions.
  - b] No Tenders, even if complete, irrespective of whether hand-delivered or sent by Post etc., will be received after 16-45 hours of 28.10.2016.
  - c] In the absence of mandatorily prescribed 'Authorisation' or in case of absence of / invalidity of any mandatorily prescribed documents proving eligibility as enumerated hereinabove, the Tender of such participant will be treated as incomplete and its 'Financial Bid' will not be opened and reckoned, and its Tender will be summarily rejected.
  - d] All envelopes forming part of Tender should be 'gala-sealed', i.e closed and sealed with shellac, not merely stapled, or closed with adhesive tapes etc.
  - e] **Inspection of listed devices can be made on any working day, on 'as is, where is' condition, on 20.10.2016, 24.10.2016 & 26.10.2016 between 12 noon and 3 pm.**

## **C. LAST DATE OF SUBMISSION:**

1. The last date for submission of Tenders is **16-45 hours of 28.10.2016.**

## **D. CONDITIONS OF 'ON-SITE COMPREHENSIVE OPERATIONAL MAINTENANCE':**

1. The selected participant shall be bound to provide '**On-Site Comprehensive Operational Maintenance with Replacement Guarantee**' of the **photocopiers & M.F.Ds** described during the stated period in 'as is, how is, where is' condition.
2. 'On-Site Comprehensive Operational Maintenance' shall mean and include:
  - a. Provision of ALL spares, parts, components, ancillary components etc.

- b. **Replacement** of all defective/unusable spares, parts, components (in-built & ancillary) etc of photocopier with **new, original spares, parts, components (in-built & ancillary) etc**;
- c. **Respond** to Service Calls within 1 (one) working day;
- d. **Provision of alternative photocopier/M.F.D (of identical or better specification)** in case any listed photocopier needs to be taken away for Workshop Repairing during the 'Maintenance-period';
- e. Attending to **Preventive Maintenance** of each and every photocopier at least **once** every two months **irrespective of, and apart from, Service Call(s)**;
- f. **Cleansing** of glasses, facials, lenses, lamps, mirrors, sensors and receptors once every two months.
- g. **REPLACEMENT OF PHOTOCOPIER/M.F.D** with usable photocopier/M.F.D, **as the case may be, of equal or better specification**, in case any photocopier/M.F.D becomes **irreparable or unusable, due to any technical-fault/service-provider's negligence or inaction or failure or intentional lapses or irregularity** during the 'Maintenance-period'. during the Maintenance-period.
- h. **In all cases, the new parts/components/replaced machine etc will remain property(s) of this Hon'ble Court.**

3. In case of any irregularity, delinquency, improper service, delayed response, intentional service/maintenance-lapses, **'Liquidated Damages'** of upto **50%** of Billed Amount shall be realised by the Hon'ble Court from the selected participant, **apart from taking any other punitive measures** as the Competent Authority of this Hon'ble Court may deem appropriate.
4. **As per relevant Rules, NO Advance Payment will be released.** Payment(s) will be released, after due evaluation, **subject to procedural formalities, rules & regulations and availability of funds** at the material points of time.

#### **E. OPENING OF TENDER:**

1. Tenders, if considered valid and complete, will be opened jointly by Joint Registrar (General Administration-II), A.S and Deputy Registrar (Judicial) on 02.11.2016 at 11.30 a.m.

#### **F. POST-SELECTION DUTIES AND OBLIGATIONS**

1. The selected Maintenance Provider **shall be bound to provide maintenance** and servicing of the listed Photocopiers/M.F.Ds for the given periods strictly as per the conditions mentioned in Clause D.2 hereinabove and at such rate(s) as will be kindly approved by the Hon'ble Competent Committee.
2. In case of Service Calls, the selected Maintenance Provider shall ensure that Service Call Statement/ Report is duly endorsed by the Section Officer/Superintendent/competent Assistant of the Section/Department concerned or Superintendent, Photocopy Section (Main Xerox Section, A.S).
3. The selected Maintenance Provider **shall not be entitled to re-assign the Maintenance-contract** to any third-party.
4. The selected Maintenance provider **shall not be able to rescind** the contract in the midst of the settled 'Maintenance-period'. In such case, the selected Maintenance-provider shall have to **refund upto 80% of all payments received by it** as on the material point of time as Liquidated Damages.



ANNEXURE – A

**‘LETTER OF AUTHORISATION’**

**To  
The Registrar (Administration),  
High Court, Appellate Side, Calcutta,  
Kolkata – 700001.**

*Ref: Hon’ble Court’s Tender Notice No. 3853-Jt.R (G.A-II) dt. 18.10.16*

Sir,

This is to certify that M/S \_\_\_\_\_, having its registered office at \_\_\_\_\_ and having PAN \_\_\_\_\_, is competent and authorised to provide ‘On-Site Comprehensive Operational Maintenance’ to \_\_\_\_\_ of the Hon’ble Calcutta High Court and it is hereby permitted to participate in the tender process of Hon’ble High Court at Calcutta notified through Notice Inviting Tender bearing number \_\_\_\_\_ dated \_\_\_\_\_ and submit other offers.

\_\_\_\_\_  
(Signature)

Name: .....

Designation: .....

Date: .....

Seal: .....

***Note: To be submitted in Authoriser’s Letter Head.***

ANNEXURE – B

**‘FINANCIAL BID’**

**To**  
**The Deputy Registrar (Judicial),**  
**High Court, A.S, Calcutta.**

**Sub:** Tender in response to 3853-Jt.R (G.A-II) dated 18.10.2016.

NAME:

PAN:

Sr. In NIT	BRAND & MODEL OF PHOTOCOPIER AND CAPACITY OF ACCESSORIES (RADF/DADF or LCF/HCF)	Serial No. of Machine and Appx. Age (in months)	Prescribed Duration of On-Site Comprehensive Operational Maintenance'	<b>OFFER</b> (excluding applicable taxes)
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....

Other Details / Terms
Special Remarks, if any

Name of the Participant: .....

PAN: ..... VAT-Registration No. : .....

Registered Address: .....

.....

Contact No. (Phone): ..... (Mobile) : .....

\_\_\_\_\_  
(Signature with Date & Stamp)

Name of the Signatory: .....

Designation: .....

Contact No. : .....