

IN THE HIGH COURT AT CALCUTTA
Appellate Side

NOTICE INVITING TENDER

[PPC/11 /N/N.I.Q/15-16]

Sealed Tenders are invited from experienced concerns for procurement and 3 (three) years' **Comprehensive Maintenance**, based on Terms fixed by this Hon'ble Court appearing hereunder, of '**1(one) weighing machine with a capacity up to 50 Kg**'.

All willing participants are advised to carefully read the 'Terms & Conditions' of the instant Notice carefully 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 06.07.2015

Date: **29.06.2015**

Deputy Registrar (Accounts), A.S

TERMS & CONDITIONS

A. SUBMISSION OF TENDER:

1. **Quotation must be submitted in original**, along with copy of PAN.
2. Quotation must be **addressed to 'Deputy Registrar (Accounts), High Court, A.S, Calcutta'** and superscribed '**PPC/11**' and submitted in the office of the **Assistant Registrar-VI, A.S** on or before **14-00 hours of 06.07.2015**. No quotation, even if complete, irrespective of whether hand-delivered or sent by Post etc., will be received after 14-00 hours of 06.07.15.
3. Agencies authorised by the **O.E.M** will be preferred.
4. **Procurement including comprehensive Maintenance of one weighing machine for 3 (three) years, inclusive of Service Tax and others charge, if any**, should be quoted.

B. OPENING OF TENDER:

1. Quotation, if considered valid and complete, will be opened jointly by Joint Registrar (General Administration-II), A.S and Deputy Registrar (Accounts), A.S/Asstt. Registrar-VI, A.S, and any subsequent declaration pertaining to the instant 'Notice Inviting Quotation' will be published in the Notice Board of the A.S.

C. GENERAL:

1. Canvassing by any participant, in any form, will render its disqualification.
2. The Hon'ble Court reserves the right to reject any Tender of a participant whose past performance has been held unsatisfactory and/or which has been delinquent and/or which has been negligent in performing its duties thereby jeopardizing the interests of the Hon'ble Court, and in this regard, the decision of the issuing authority will be final.

3. The Hon'ble Court may issue Purchase Order in favour of any such participant whose Tender is valid and complete, and whose Tender/Offer has been reasonably regarded as substantially approvable. In this regard, the decision of the Competent Authority of this Hon'ble Court will be final and binding upon all concerned.
4. The Hon'ble Court may cancel the instant process at any point of time without ascribing any reason whatsoever.
5. Subsequent to issuance of Purchase Order, the selected participant shall have to strictly adhere to the Sub-Clauses contained in Clause D hereunder.
6. The administration of this Hon'ble Court may have to move the Government of West Bengal for administrative approval and/or sanction of required funds, and payment shall only be released upon obtaining such approval/sanction.

D. POST-SELECTION DUTIES AND OBLIGATIONS OF SELECTED SERVICE PROVIDER

1. The selected participant shall be responsible for 'Comprehensive Maintenance' of one electronic weighing scale during the term of 3 (three) years starting from 01.08.15 to 31.07.18 at the Gross Maintenance Charge approved by the Competent Authority of this Hon'ble Court. **Upon intimation to the selected participant from this Hon'ble Court, the said participant may have to submit an Affidavit sworn-in before any Ld. 1st Class Magistrate assuring the administration of this Hon'ble Court of all the sub-clauses contained herein, and Purchase Order may only be issued in its favour after submission of such Declaration.**
2. 'Comprehensive Maintenance' shall mean and include preventive maintenance once every two months, replacement of defective spares and parts with new and/or better-conditioned ones, and in case of complete break-down, replacement with brand new ones of same brand or of reputed brand of identical specification.
3. The selected participant will be responsible for hassle free performance of the said machine, and shall be liable for any defect arising out of its faulty servicing and/or negligence and/or mishandling.
4. The selected participant **shall not increase such approved rate** before the expiry of the said term.
5. The Hon'ble Court's administration may, if considered necessary, employ and/or engage any competent and/or qualified third party agency to evaluate the overall performance of the selected service provider.
6. The selected service provider shall be responsible for preventive maintenance of the said Machines and will be bound to attend to any Service Call within 2 (two) working days.
7. In case of detection of any irregularity etc. in service and/or irregularity and/or recurring delinquency of the selected service provider, the administration of the Hon'ble Court may take any such punitive action or actions as it may consider appropriate, apart from stopping pending payment(s), if any.
8. In case of any disputes arising between the administration of this Hon'ble Court and the selected service-provider, such disputes shall be settled by the Purchase Committee presided over by the Registrar General of this Hon'ble Court in any of its meetings, and the venue of such meeting shall be Calcutta High Court.

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