

# IN THE HIGH COURT AT CALCUTTA

## Appellate Side

### NOTICE INVITING TENDER

No. 755 – Jt. R (Admn.-II) dated 18.02.2017

Sealed Tenders (in Tender Form) are invited from otherwise eligible concerns for ‘On-Site Comprehensive Operational Maintenance with Replacement Guarantee’ of the following photocopiers installed in the A.S Establishment:

Srl.	Model, Unit-description & Serial Number	Date of Installation	Period/Term of Maintenance
1.	WC 5225 (Xerox) Full Duplex (Installed in Accounts Section) Serial No. : 3315706458	31.07.2008	2 (two) years from the Date of Formal Order
2.	WC 5225 (Xerox) Full Duplex (Installed in Party Copy Section) Serial No.: 3315881721	20.07.2009	2 (two) years from the Date of Formal Order

All 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 **24.02.2017**.

Sd/-

Date: 18.02.2017

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

### TERMS & CONDITIONS

#### A. ELIGIBILITY OF PARTICIPANTS:

- Participants **must** submit self-attested copies of the following documents in support of their eligibility:
  - PAN Card
  - V.A.T-Registration
  - Service Tax Registration \*
  - Trade License
  - Statement of Credential \*\*
  - Tender Specific Authorisation \*\*\* from the Original Equipment Manufacturer.

*\* 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.*

*\*\* Copies of documents that prove the participants' credibility and experience*

*\*\*\* Such Authorisation should be issued after publication of this N.I.T in O.E.M's letterhead and should be submitted in Original. Participants with such Authorisation will be given preference.*

#### B. SUBMISSION OF TENDER:

- 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 24.02.2017, and collect ‘Acknowledge Slip’ as proof of submission of tender.

The first envelope should be superscribed ‘755 :

**ELIGIBILITY**’ and must contain such documents mentioned in Clause A.1 above.

The second envelope should be superscribed **‘755 : FINANCIAL BID’**. The ‘Financial Bid’ shall comprise of:

(a) Tender, **as per Format in Annexure-A, in participant’s letter-head.**

***Each page of the Financial Bid should be signed by competent official with date and stamped.***

**NOTE (I):** 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 24.02.2017.

c] In the absence of, or invalidity of, the mandatorily prescribed documents proving eligibility as enumerated herein above, 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.

e] 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.

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

1. The last date for submission of Tenders is **16-45 hours of 24.02.2017.**

#### **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 listed **photocopiers & M.F.Ds** described below during the stated period in ***‘as is, how is, where is’*** condition.

2. ‘On-Site Comprehensive Operational Maintenance’ shall mean and include:

- a. **RESTORATION OF WC 5225** (Serial Number 3315706458 installed in Accounts Section) by fitting a **new, unused By-Pass Tray & Fuser Assembly**, and installing, on **‘Spares Buy Back’**, **new, unused D.A.D.F and O.C.T Motor.**
- b. **RESTORATION OF WC 5225** (Serial Number 3315881721 installed in Party Copy Section) by fitting a **new, unused Side Door & Fuser Assembly**, and installing, on **‘Spares Buy Back’**, **new, unused D.A.D.F and Main Drive Assembly.**
- c. **Provision** of **ALL spares, parts, components, ancillary components etc.**
- d. **Replacement** of all defective/unusable spares, parts, components (in-built & ancillary) etc of photocopier with **new, original, unused spares, parts, components (in-built & ancillary) etc;**
- e. **Respond** to Service Calls / Requests within 1 (one) working day;
- f. **Provision of alternative photocopier (of identical or better specification )** in case any listed photocopier needs to be taken away for Workshop Repairing during the ‘Maintenance-period’;
- g. Attending to **Preventive Maintenance** of each and every photocopier at least **once every two months irrespective of, and apart from, Service Call(s);**
- h. **Cleansing** of glasses, facials, lenses, lamps, mirrors, sensors and receptors once every two months.
- i. **REPLACEMENT OF PHOTOCOPIER** with **new photocopier of equal or better specification**, in case any photocopier 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.
- j. 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 timely, valid and complete, will be opened jointly by Joint Registrar (General Administration-II) and Deputy Registrar (Judicial) on **27.02.2017** during office-hours.

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

1. The selected Maintenance Provider **shall be bound to provide maintenance** and servicing of the listed Photocopiers for the given periods strictly as per the conditions mentioned in Clause D.2 herein above 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.
5. The selected Maintenance Provider shall submit 'Maintenance Matrix', or names, designations and contact details of competent officials and technicians, to Superintendent, Photocopy Section.
6. The selected concern(s) shall remain indemnified against such defects to photocopier-unit(s) that are resultant of mishandling, electrical short-circuits, natural calamities and rampage.

#### **G. GENERAL:**

1. Canvassing by any participant, in any form, will render its disqualification.
2. The Hon'ble Court may accept partly or fully, such offer of any of the otherwise eligible participants, which will be considered most substantially responsive. The Hon'ble Court may issue Work Order in favour of any such participant whose Tender is valid and complete, and whose Tender/Offer has been reasonably regarded as substantially approvable. As regards consideration of offers made by the participants, the decision of the Hon'ble

Competent Committee will be final and binding.

3. The Hon'ble Court may cancel the instant process at any point of time without ascribing any reason whatsoever.

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**ANNEXURE – A**

**‘FINANCIAL BID’**

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

**Sub: Tender in response to** \_\_\_\_\_

**NAME:**

**PAN:**

<b>Srl. No.</b>	<b>Model &amp; Unit-description</b>	<b>Period/Term of ‘O.C.O.M’</b>	<b>Restoration Charges</b>	<b>Maintenance Charges</b>	<b>GROSS RATE (exclusive of taxes)</b>
1.	WC 5225 (Xerox) Full-Duplex (Installed in Accounts Section) Serial No.: 3315706458	2 (two) years from the date of Formal Order			
1.	WC 5225 (Xerox) Full-Duplex (Installed in Party Copy Section) Serial No.: 3315881721	2 (two) years from the date of Formal Order			

<b>Other Details / Terms:</b>
<b>Special Remarks, if any:</b>

Name of the Participant: .....

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

Registered Address: .....

.....  
.....

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

.....

*(Signature with Date and Stamp)*

Name of the Signatory: .....

Designation: .....

Contact No. of the Signatory: .....