IN THE HIGH COURT AT CALCUTTA Appellate Side

NOTICE INVITING TENDER

No. 115 - Jt. R (G.A)-II dated 11.01.2017

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

Srl.	Model & Unit-description	Serial Numbers	Period/Term of 'O.C.O.M'
1.	WC 5225 (Xerox) Full Duplex (Installed in Accounts Section)	3315706458	2 (two) years from the Date of Formal Order
2.	WC 5225 (Xerox) Full Duplex (Installed in Party Copy Section)	3315881721	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 **21.01.2017.**

Date: 11.01.2017 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 / Sales 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:

1. 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 21.01.2017, **and collect 'Acknowledge Slip'** as proof of submission of tender.

The first envelope should be superscribed 'NIT-115 : 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) <u>Signed and stamped</u> **copies** of PAN, VAT Registration, Service Tax Registration (subject to Clause A.1) and Trade License; &

The second envelope should be superscribed 'NIT - 115: FINANCIAL BID'. The 'Financial Bid' shall comprise of:

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

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

- **NOTE** (I): a] Tenders should be submitted <u>strictly following the terms and</u> conditions.
 - b] No Tenders, even if complete, irrespective of whether hand-delivered or sent by Post etc., will be received after <u>16 45 hours of</u> **21.01.2017**.
 - c] In the absence of the mandatorily prescribed 'Authorisation' or in case of absence of / invalidity of any 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] <u>All envelopes forming part of Tender should be</u> 'gala-sealed', i.e closed and sealed with shellac, not merely stapled, or closed with adhesive tapes etc.
 - f] Inspection of listed devices can be made on any working day, on 'as is, where is' condition, on 16.01.2017, 17.01.2017 & 18.01.2017, between 12 noon and 3 pm.

C. LAST DATE OF SUBMISSION:

1. The last date for submission of Tenders is 16-45 hours of 21.01.2017.

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. Provision of ALL spares, parts, components, ancillary components etc.
- b. <u>Replacement</u> of all defective/unusable spares, parts, components (in-built & ancillary) etc of photocopier with <u>new</u>, <u>original</u> spares, parts, components (in-built & ancillary) etc;
- c. **Respond** to Service Calls / Requests within 1 (one) working day;
- d. <u>Provision</u> of alternative photocopier/MFD (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 <u>Preventive Maintenance</u> of each and every photocopier at least **once** every two months **irrespective of, and apart from, Service Call(s)**;
- f. <u>Cleansing</u> of glasses, facials, lenses, lamps, mirrors, sensors and receptors once every two months.
- g. <u>REPLACEMENT OF PHOTOCOPIER/MFD</u> with usable photocopier/MFD, as the case may be, of equal or better specification, in case any photocopier/MFD 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.
- 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 timely, valid and complete, will be opened jointly by Joint Registrar (General Administration-II) and Deputy Registrar (Judicial) on 25.01.2017 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.

$\boldsymbol{ANNEXURE-A}$

'LETTER OF AUTHORISATION'

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

Ref: Hon'ble Court's Ter	nder Noti	ice No		dated _	·
Sir,					
This is to certify that M/S					, having its
registered office at					
and having PAN		, is com	petent and	authorise	ed to provide 'On-
Site Comprehensive Operational Main	tenance'	to			_ of the Hon'ble
Calcutta High Court and it is hereby pe	ermitted t	to partici	ipate in the	e tender p	process of Hon'ble
High Court at Calcutta notified	through	Notice	Inviting	Tender	bearing number
	dated _				and submit other
offers.					
				(Signatu	ere)
Na	ame:			•••••	
De	esignation	າ:		•••••	
Da	ate:				
Se	al:				

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 NAME: PAN:							
Srl. No.	Model & Unit- description	Serial Numbers	Period/Term of 'O.C.O.M'	RATE (exclusive of taxes)			
1.	WC 5225 (Xerox) Full- Duplex (Installed in Accounts Section)	3315706458	2 (two) years from the date of Formal Order				
1.	WC 5225 (Xerox) Full- Duplex (Installed in Party Copy Section)	3315881721	2 (two) years from the date of Formal Order				

	Other Details / Terms:
	Special Remarks, if any:
_	
	Name of the Participant:
	PAN: VAT-Registration No.:
	Registered Address:
	Negletered / tear ede:
	Contact No.: (Phone) (Mobile)
	(Signature with Date and Stamp)
	Name of the Signatory:
	Designation:
	Contact No. of the Signatory: