

Through Speed Post.

**OFFICE OF THE DISTRICT & SESSIONS JUDGE (HQs)::**  
**TIS HAZARI COURTS:: DELHI**

No. 5881-5895 /Purchase Cell/2019

Dated 19 JAN 2019

**LIMITED TENDER IN TWO BID SYSTEM**

To,

1. The Manager, Kendriya Bhandar, West Block VIII, Wing-III, Ground Floor, R.K. Puram, New Delhi.
2. The Manager, NCCF India Ltd., 92, Deepali Building, 6<sup>th</sup> Floor, Nehru Place, ND.
3. The Manager, DSIDC, Admn. Block Okhla Phase-I, Near Police Station, New Delhi.
4. The Manager DCCW Store Limited, Karam Pura Road, Moti Nagar, New Delhi-15
5. The Manager, Delhi State Consumer Co-operative Federation Ltd., E-579 Palam Extn. (Ramphal Chowk) Sector-7, Dwarka, New Delhi-110077
6. The Manager, The Sudhar Sabha Consumers Co-operative Store Ltd., DDA Shop No. A/1 Market, B-4, Lawrence Road, Delhi-35.
7. Notice Board:- At Tis Hazari, Patiala House, Karkardooma, Saket, Dwarka and Rohini Courts, for information to other Government stores/Emporium/General tenderers.
8. **District Court Website Committee, Tis Hazari Courts with the request to place the tender form on the website of District Court, Delhi and proof of uploading be also sent to this office.**
9. M/s Panasonic India Pvt. Ltd., 12<sup>th</sup> Floor, Ambience Tower, NH-8, Ambience Island, DLF Phase 3, Sector-24, Gurugram, Haryana-122002
10. M/s New Way Office Automation Ltd., K-128/104, Ground Floor, Ranjit Sadan, Mohammadpur, Near Bhikaji Cama Place, New Delhi - 110066

Sub: **Comprehensive Annual Maintenance Contract for 34 (21 + 13) nos. of Fax Machines (Panasonic make) installed at different District Court Complexes, Delhi as per format given below :-**

**Note :- The rate must be quoted by the tenderers including of all consumables i.e. toner, drums, etc.**

**FORMAT FOR QUOTING RATES FOR COMPREHENSIVE AMC OF 34 (21 + 13) FAX MACHINES INCLUDING CONSUMABLES**

SN	Make, model of Fax Machines & Quantity	Rates for Comprehensive AMC in (Rs.) exclusive of GST (inclusive of all consumables)	Amount of GST %	Contract period w.e.f.
1.	Panasonic Fax machine <b>Model KX-FL422CX</b>  Quantity = 21 nos.			26.03.2019 to 25.03.2020
2.	Panasonic Fax machine <b>Model KX-FP701CX SX</b>  Quantity = 13 nos.			26.03.2019 to 25.03.2020

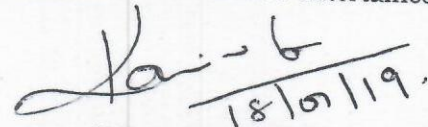
**EMD :- ₹ 5000/-**

- Limited tenders are invited in two bid system i.e. Technical bid and Financial bid. The technical bid should contain the details specification of the item along-with necessary documents as mentioned in the terms & conditions. The Financial Bid should contain competitive price of goods and other relevant description etc.
- The quotations / tender complete in all respect be put only in tender box placed in Room No 09, Ground Floor, Tis Hazari Courts, Delhi on or before 06.02.2019 at 4.00 P.M., which will be opened on the same day in the presence of tenderers.

You are hereby requested to send your sealed quotation for the above mentioned items with necessary descriptions separately on the following terms & conditions :-

3. The Tenderers/bidders who are interested to undertake the work of Maintenance Contract of abovesaid photocopiers should be in possession of the requisite license/necessary permission from the competent authority to carry out such jobs and must have at least three years of experience.
4. **Rates should be quoted in tender exclusive of all applicable taxes (GST) and the BID should be valid for a period of 90 days.**
5. The tenders/quotations received after due date and time shall not be considered.
6. Quotations through by-hand, courier, post (i.e. Speed Post, Regd. Post etc.) and any other means, shall not be accepted/ entertained in any case.
7. In case the EMD of bidder is lying in this Department for any previous successful or unsuccessful tender. The said EMD shall not be considered while evaluating this tender. Only the bids with fresh EMD shall be considered. The date of EMD should be post publication date. The EMD having pre publication date shall not be considered.
8. **BIDDERS SHALL QUOTE COMPREHENSIVE MAINTENANCE RATES PER FAX MACHINES INCLUDING OF ALL CONSUMABLES (I.E. TONERS, DRUMS, ETC.).**
9. The AMC shall be on comprehensive maintenance service basis consisting of (a) repair and replacement of any defective parts with spare parts free of cost with the same make as of the machines i.e. no extra charge for any spare parts, etc will be paid and (b) cleaning of fax machines every fortnight. Any conditional tenders will not be considered.
10. The Agency/Firm shall not engage any sub-contractor or transfer the contract to any other person/Agency in any manner. This will be treated as breach of contract and the contract will be terminated forthwith.
11. The spare parts & consumables etc. used in the repairs by the bidder shall be of the same quality/specifications as that of the spare parts & consumables being replaced.
12. Vendor shall have the technically qualified and experienced man power and the operational capability to carry out the work to award under this under.
13. All the Fax Machines shall be checked at least once in a month and carry out the necessary repair, including replacement of consumables to ensure that they remain in good working condition.
14. The tenderers/bidders are required to put all the machines in perfect working order during the contract period.
15. The vendor shall provide at least three dedicated telephone numbers for lodging the complaints over phone which shall remain open from 8:00 A.M. to 8:00 P.M.
16. Job card would be strictly maintained and signature of the complainant be obtained for each visit separately.
17. It shall be the responsibility of the vendor to properly get the antecedents checked, of the technicians/workers deployed for work. Vendor shall be liable for their acts and shall keep this Department indemnified for their acts.
18. The technician/Engineer should possess proper I-Cards duly signed / stamped by the tenderer as well as by this department, while visiting the court premises.
19. The complaint made in the forenoon over telephone should be attended either in the forenoon itself or latest by afternoon of the date of complaint. Similarly, complaint made during afternoon should be attended in the afternoon itself and latest by the following morning.
20. Vendor shall maintain the record of the monthly visits (for repairs) and signature of the complainant be obtained for each visit separately.
21. At any time, during the contract period the job work may be cross checked, and if the job work is not found satisfactory or according to the contract order necessary action as deemed fit by this department may be taken against the contractor.
22. The rate quoted shall remain in force for a period of one year from the date of award of contract. No demand for revision of rates on any account shall be entertained during the contract period.
23. Vendor shall not be related to any person, directly or indirectly or in any manner whatsoever, to the employee of this department. In case it so discovered at any stage, Department may terminate the contract pre-mature at any stage without assigning any reason and may also forfeit any claim or part thereof in its discretion.
24. During the tenure of the contract, the bidder/contractor/vendor will provide all consumables items as the case may be to the department.
25. The repair works have to be carried out at the location of the equipment except in the exceptional circumstances where the equipment or any component may be required to be taken out for repairs in workshop. In such case the standby arrangement shall have to be made by the Company and in no way the working of photocopier shall be held up for want of any standby arrangements.
26. The firm must have Sales Tax/VAT/TIN/GST no. and the firm who are not having the same, need not apply. Also the firm must submit proof of depositing Sales Tax/VAT/GST. **Copy of Slip of GST/appliable tax Return for the last Financial Year i.e. 2017-18 be also**

29. **The PAN number should be in the name of firm/company/proprietorship failing which tax at higher slab @ 20% in terms of section 206AA shall be deducted.**
30. On the top of envelop/quotations the subject should be mentioned clearly for which the quotation is being submitted.
31. No payment shall be made in advance to the vendor. The payment shall be made to the vendor after completion/expiry of every quarter subject to having received satisfactory reports from the actual users and examination of records of the visits and also on completion of all necessary formalities as required to be completed as the office procedure.
32. The firm should not be black listed by any Govt. Department/Semi Govt. If any proof of black listing is found against the tenderer/firm at any time during the period of contract/purchase, the whole claim or part thereof as decided by the Purchase Committee may be forfeited without assigning any reason and contract shall be cancelled. Certificate regarding non-blacklisting be also submit alongwith technical bid.
33. If the last day of submitting the tender is declared a holiday then the tenders will be opened on the next working day.
34. During the contract period if it is found that the services being provided are not satisfactory or not up to the mark or the parts/consumables being replaced are substandard or not as per the specifications Department will be at liberty to take such action as it may deem appropriate including premature termination of contract.
35. The Purchase Committee reserves the right to terminate any contract at any time before the expiry of the period covered under the contract without assigning any reason thereof and without incurring any liability.
36. The Purchase Committee reserves the right to accept or reject any tender without assigning any reason whatsoever and no representation of any kind will be entertained.
37. In case of dispute the decision of the Purchase Committee shall be final and binding upon the tenderer/firm/contractor/supplier.
38. Each tender form should be accompanied by FDR/Bank Guarantee as EMD in favour of District & Sessions Judge (HOs), Tis Hazari Courts, Delhi for an amount as mentioned against the item hereinabove which should be valid for a period of 45 days beyond the final validity of bid (i.e **135 days = 90 + 45** ).
39. The respective EMD/bid security submitted by the successful firm would be returned to them with the condition to submit the performance security in terms of rules as laid down in the General Financial Rule 2017 in the form of Account Payee Demand Draft/Pay Order/Bank Guarantee/FDR. The said performance security should remain **valid for a period of sixty days beyond the date of completion of all contractual obligations** of the suppliers including Guarantee/warranty obligations.
40. The department reserves the right to impose any other condition at the time of placing order.
41. The Department may, however, waive any minor infirmity or non conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
42. The aforesaid conditions shall be accepted unconditionally and acceptance should be conveyed/given in writing on the original letter head of the firm duly signed. Non-compliance of the same would render the tender to be rejected out-rightly. No request of the bidder for amending or waiving or replacing any of the above terms & conditions shall be entertained.

  
18/07/19.

(DR. KAMINI LAU)  
Chairperson, Purchase Committee/  
Additional District & Sessions Judge, Delhi.