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Through Speed Post.

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

3681-3698

No. _____/Purchase Cell/2017

Dated 25 JAN 2017

LIMITED TENDER IN TWO BID SYSTEMS

To,

1. The Manager, Kendriya Bhandar, West Block VIII, Wing-III, Ground Floor, R.K. Puram, N. Delhi.
2. The Manager, NCCF India Ltd., 92, Deepali Building, 6th 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., 1st Floor, ABW Tower, IFFCO Chowk, MG Road, Sec 25, Gurgaon - 122001, Haryana
10. M/s New Way Office Automation Technology, K-128/104, Ground Floor, Ranjit Sadan, Mohammadpur, Near Bhikaji Cama Place, New Delhi- 110066.

Sub: **Comprehensive Annual Maintenance Contract of 21 nos. of Fax Machines (make Panasonic, Model KX-FL422CX) installed at different District Court Complexes.**

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

EMD :- ₹ 4000/-

- Limited tenders are invited in two bid systems i.e. Technical & Financial bid separately for Comprehensive Annual Maintenance Contract for 21 nos. Fax Machine (make Panasonic, Model KX-FL422CX installed different District Court Complexes. The Technical Bid should contain the EMD in original & details specifications/description along-with necessary documents as mentioned in the Terms & Conditions. The Financial Bid should contain competitive price for the subject item and other relevant description.
- The quotation / tenders complete in all respect must be put only in the tender box placed in room no. 09, Ground Floor, Tis Hazari Courts, Delhi on or before 10.02.2017 by 4.15 P.M. which will be opened on the same day or some other day in the presence of tenderers.

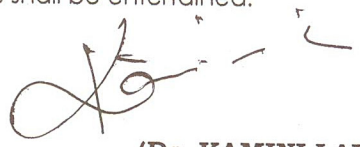
You are hereby requested to send your sealed quotation for the above mentioned items with necessary descriptions separately on the following terms & conditions:-

Special terms & conditions

1. The bidders are required to submit two sealed envelopes. One envelope should contain the technical bid and other shall contain financial bid. Both these envelopes must be contained in a large single envelope. On the said large single envelope the name/names of the articles must be mentioned clearly for which quotation (s) has /have been called.
2. The financial bid of only those tenderers/bidders shall be considered who are eligible and qualified in their technical bid.
3. *"The goods, including for works contract, shall be supplied by bidder or its authorized distributor in Delhi and against a sale invoice issued from Delhi. The delivery of goods shall also be made from Delhi. The bidder dealer or its authorized distributor, as the case may be, who supplies the goods should be registered with the Delhi VAT Department and carry a valid Tax Identification Number issued by it. The bidder shall, however, be responsible for compliance with all conditions, warranties/guarantees, irrespective of the fact that the goods are supplied by him directly or through its authorized distributor. Further, the quoted bid price in the tender shall be inclusive of all taxes and duties".*
4. The Tenderers/bidders who are interested to undertake the work of Maintenance Contract of abovesaid fax machine 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.
5. Bids for Comprehensive Annual Maintenance Contract only from the authorized service provider of Panasonic Fax Machine or suppliers of the Panasonic Fax Machine will be considered and for this effect, a copy letter of authorization should be enclosed with the bid i.e. the firm should produce a copy of certificate from any of the original equipment manufacturers that they are authorized/capable to undertake such CAMC work for Panasonic Fax Machines.
6. Rates should be quoted in tender inclusive of all applicable taxes & duties and the BID should be valid for a period of 90 days.
7. The tenders/quotations received after due date and time shall not be considered.
8. 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.
9. 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.
10. Bidders are required to put all the machines in perfect working order during contract period.

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11. Job card would be strictly maintained and signature of the complainant be obtained for each visit separately.
 12. 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.
 13. 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.
 14. **The firms must have permanent Service Tax/Sales Tax/ VAT/TIN no. and Income Tax /PAN nos. and those who have not the same, need not apply.** Also the firm must submit proof of depositing sales tax/VAT to indenting department. The tenderers must also submit the copy of (i) PAN no., (ii) Sales Tax/VAT/TIN number (iii) Service Tax no. along with the Technical bid.
 15. The tenderers are required to attach either photocopy of current Sales Tax Clearance Certificate or copy of filing of VAT return (DVAT) for the last financial year 2015-16.
 16. The rates should be written in words as well as in figures and should be inclusive of all taxes & duties (i.e. sales tax, VAT, Excise Duty etc). Rates should be quoted F.O.R. Tis Hazari, Karkardooma, Patiala House, Dwarka, Saket and Rohini Courts, or as directed by this office.
 17. **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.**
 18. On the top of envelop/quotations the subject should be mentioned clearly for which the quotation is being submitted.
 19. 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.
 20. The financial bid of only those bidders shall be considered who are found eligible and qualify in their technical bid.
 21. BIDDERS SHALL QUOTE COMPREHENSIVE MAINTENANCE RATES PER FAX MACHINE PER MONTH INCLUDING OF ALL CONSUMABLES, SPARE PARTS & REPAIRS ETC AND SHOULD BE INCLUSIVE OF ALL TAXES AND DUTIES.
 22. The AMC shall be on Comprehensive Maintenance service basis including repair and replacement of any defective parts & consumables with the same make of the machines, cleaning of Fax Machines, General Check-up every fortnight. Any conditional tenders will not be considered.
 23. The firm shall maintain the equipment as per manufacturer's guidelines and shall use standard components for replacement.
 24. The contract will be initially for one year, extendable upto two more years on year to basis at the discretion of the department on mutual consent with same rates, terms and conditions of CAMC.
 25. 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.
 26. The agency shall prepare separate logbook for each Fax Machines to be taken under the CAMC and preventive maintenance will be carried out on quarterly basis.
 27. The firm should be an "Authorized Sales & Service Provider of the Original Equipment Manufacturer (OEM)" of the Fax Machines and copy of letter of authorization should be enclosed with the bid.
 28. The company should submit the satisfactory certificate (receiving from different quarter), if any.
 29. 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.
 30. The Comprehensive annual maintenance contract shall cover supplying and replacement of consumables, spare parts and all defective components on site during the contract period so as to ensure Fax Machines remains all time in work/functional and usable condition.
 31. Bidder shall have the technically qualified and experienced man power and the operational capability to carry out the work to award under this under.
 32. 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 fax machine shall be held up for want of any standby arrangements.
 33. 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.
 34. 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.
 35. The vendor shall provide at least three dedicated telephone numbers for lodging the complaints over phone which shall remain open from 9:00 A.M. to 6:00 P.M.
 36. The service to be provided by the vendor shall be for all the days of the contract period even it happens to be a public holiday.
 37. 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.
 38. Vendor shall maintain the record of the monthly visits (for repairs) and signature of the complainant be obtained for each visit separately.

- 39. No extra payment would be made to the vendor except the rates approved by this department at the time of accepting the tender.
- 40. 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.
- 41. The firm should not be blacklisted 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. **Certificate regarding non-blacklisting should be submitted.**
- 42. 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.
- 43. In case of job work or material used is found below the standard and not according to the requisite specifications, the Department reserves the right to forfeit the whole claim or part thereof. The decision of Department will be final in this regard.
- 44. 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.
- 45. 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.
- 46. If tender opening day is declared a holiday then tenders will be opened on next working day.
- 47. 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.
- 48. Each tender form should be accompanied by FDR/Bank Guarantee as EMD in favour of District & Sessions Judge (HQs), 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**).
- 49. 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 2005 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.
- 50. In case of dispute the decision of the Purchase Committee shall be final and binding upon the tenderer/firm/contractor/supplier.
- 51. The department reserves the right to give further instructions/guidelines with regard to the services being provided by the vendor at any time and it shall be responsibility of the vendor to carry out the same.
- 52. 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.
- 53. 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.


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