

## **HIGH COURT OF MADHYA PRADESH: JABALPUR**

### **NOTICE INVITING TENDER**

No. Reg (IT)(SA)/2016/586

Jabalpur, Dated:16/07/2016

**Subject: - Tender for Comprehensive Annual Maintenance Contract of digital multifunctional copier machines installed at District Courts and Tehsil Courts in the State of Madhya Pradesh.**

Sealed tenders are invited for the **Comprehensive Annual Maintenance Contract of digital multifunctional copier machines installed at District Courts and Tehsil Courts in the State of Madhya Pradesh** from Manufacturing Companies (OEM), reputed Vendors/Dealers, registered, bonafide, reputed, experienced and eligible firms who have executed similar nature of annual maintenance contract work in Government Ministries/Departments, Semi-government organizations including Public Sector Undertakings and reputed private organizations and satisfying all other terms and conditions in this tender document.

1. **Instructions to tenderers:**

Tenders will be invited in sealed envelope consisting of techno-commercial & Price Bid in separate envelopes. The bid will be made and put in the sealed single envelope containing the title **“TENDERS FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF DIGITAL MULTIFUNCTIONAL COPIER MACHINES INSTALLED AT DISTRICT COURTS AND TEHSIL COURTS.”** and addressed to the **Registrar General, High Court of Madhya Pradesh, Jabalpur** and the Bid will be submitted to “Inward Section, High Court of Madhya Pradesh, Jabalpur” before **3:00 PM on 11<sup>th</sup> August, 2016 . The tender shall be opened on same day at 3:30 PM.**

2. **Period of Contract:-**

The contract of AMC will be initially for the period of one year which can be extended further on mutual agreement subject to satisfactory performance of the contractor and will also depend upon the price trend for the services/products in the market as on the date of extension.

3. **Scope of Work:-**

- 3.1. The place of performance will be the District Courts and Tehsil Courts in the State of Madhya Pradesh .
- 3.2. It will be duty of the Contractor to have the credentials of the Service Engineers verified and certified.
- 3.3. It must be noted that number of digital multifunctional copier machines may increase or decrease at the sole discretion of the High Court of Madhya Pradesh, Jabalpur. In that case, **payment will increase/decrease proportionately.**
- 3.4. Any other work of similar nature assigned by the “Registrar General, High Court of Madhya Pradesh, Jabalpur”.
- 3.5. Attending to complaints raised by various sections / individuals of the High Court of Madhya Pradesh and District Courts on daily basis.
- 3.6. Onsite preventive and corrective maintenance of digital multifunctional copier machines.
- 3.7. The maintenance contract will include necessary repairs to the installed computer hardware and replacement of defective/damaged parts, components and other *accessories* free of cost.
- 3.8. The maintenance services will be provided on all working days from 09:30 Hrs to 18:30 Hrs (Monday to Saturday).
- 3.9. Maintaining daily log file of all the complaints and its solution.
- 3.10. The contractor to look after all types of problems which are faced by the end-users.
- 3.11. The contractor shall provide maintenance services through qualified experienced and competent service engineers.

**The role of these engineers shall be as follow:**

- a. The onsite service engineer responsible for hardware maintenance should have expertise to cover all types of errors of Toshiba digital multifunctional copier machines.
- b. Provide user software support services including cleaning/ installation, etc. He should be well conversant with the latest trends in trouble shooting of equipments.
- c. To carry out the preventive maintenance of installed digital multifunctional copier machines covered under this maintenance contract **on every six month.**

3.12. The parts/components/sub-assemblies used for repair/ replacement by the contractor will be of the same/equivalent or higher make and functional capability as originally available in the systems.

Except the following like:

- a. Consumables & accessories plastic covers.
- b. The Consumables of machines are Toner, Drum Kit, Developer, Heater Kit and lamp.

3.13. The digital multifunctional copier machines that are not serviceable by the agency due to obsolescence of technology or non-availability of parts/components/assemblies will be withdrawn from the maintenance contract. The decision of the Registrar General, High Court of Madhya Pradesh, Jabalpur regarding non-availability and obsolescence of technology will be final. Withdrawal of such machines shall be communicated to the High Court and equivalent maintenance charges shall be deducted from the amount due to the agency.

3.14. Any defect occurred due to physical damage, natural calamities, Fire, Short circuit, rat spoiled are not covered in AMC. It shall be repaired / replaced on chargeable basic. The decision of Registrar General in this case shall be final and binding on the parties.

#### 4. **Duties and responsibilities: -**

4.1 The contractor should attend to all the complaints, irrespective of its nature.

4.2 Protection of equipments & maintaining the systems in perfect working condition.

**4.3 To attend the complaints without fail within the shortest possible time and to **solve the complaints immediately, in no case shall exceed 24 Hours down time.****

4.4 To replace all such parts which are damaged and which cannot be repaired to keep the digital multifunctional copier machines and other Peripherals in good working condition.

4.5 To use only genuine original spare parts of reputed firms/manufacturing company in the machines

4.6 To maintain highest order of integrity, moral and social responsibility and decorum of the Courts.

5. **Eligibility Criteria:-**

- A. The Agency applying should possess Income Tax PAN No., VAT and Service Tax registration details. The Agency should have a minimum experience of **03 years** in providing Maintenance Services of digital multifunctional copier machines in Central Government/State Government Departments/Public Sector Undertakings/ Autonomous Bodies and reputed private organizations.
- B. Possession of valid ISO Certificate by the bidder.
- C. The Tenderer must have an average annual turnover of Rs. 25 Lakh during the last three years. Copies of the following documents should be submitted alongwith the Bid.
- a. Audited Profit & Loss Account of last three financial years.
  - b. Service Tax and VAT Registration details.
  - c. Income Tax PAN No.
  - d. Income Tax Return for the last three financial years i.e. 2013-14,2014-15,2015-16.
  - e. Latest Service Tax Return.
  - f. Documents regarding Experience of 03 years in providing similar services in Central Government/State Government /Public Sector Undertakings/Autonomous Bodies and reputed Private organizations.
  - g. The Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand Only) through a Demand Draft/Pay Order /unconditional Bank Guarantee in favour of **“Registrar General, High Court of Madhya Pradesh, Jabalpur.**
  - h. Tender fees of Rs. 5000/- in the form of Demand Draft drawn in favour of **“Registrar General, High Court of Madhya Pradesh, Jabalpur.**
  - i. Certificate of authorization as authorized Service Provider from Original Equipment Manufacturer (OEM) or OEM partner certificate.

6. **Evaluation of Bids:-**

- (i) The Techno-Commercial Bid and price Bid will be evaluated as a package simultaneously. It must satisfy all the terms and conditions mentioned in this document and must be accompanied by all the requisite documents.

- (ii) Filling up of all the columns in Techno-Commercial Bid and Price Bid is compulsory.

7. **Earnest Money Deposit and tender fees:**

The tender should be accompanied by Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand Only) in the form of Account Payee Demand Draft/Fixed Deposit Receipt or unconditional Bank Guarantee from any of the Nationalized/Scheduled banks in an acceptable form drawn in favour of **Registrar General, High Court of Madhya Pradesh, Jabalpur** without which the tenders will not be considered. The earnest money will be returned to all the unsuccessful Tenderers after finalization of the Contract.

The tender should be accompanied by tender fees of Rs. 5,000/- (Rupees Five Thousand Only) in the form of Account Payee Demand Draft drawn in favour of **Registrar General, High Court of Madhya Pradesh, Jabalpur** without which the tenders will not be considered

8. **Performance Guarantee (Security Deposit):**

The successful Bidder shall give performance security in the form of **Account Payee Demand Draft or unconditional Bank Guarantee from a Nationalized Bank** amounting to 10% of the total contractual value in favour of the **Registrar General, High Court of Madhya Pradesh, Jabalpur**. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor firm including any warranty obligations. The Security Deposit will be refunded only after the expiry of the contract. This deposit is liable to be forfeited, if during the period of contract the services of the contract are found to be unsatisfactory in any respect, and/or if any of the conditions of the contract is contravened/breached, and/or towards any damage caused due to negligence of the contractor or his employees. This forfeiture will be in addition to any action by the High Court of Madhya Pradesh that the contractor firm may invite upon themselves due to any of the reasons specified above.

9 **ARBITRATION:-**

In case of any dispute following arbitration clause will apply:-

Any question, dispute or difference arising under the contract, shall be referred to the sole arbitrator appointed by Hon'ble the Chief Justice of High Court of M.P., Jabalpur. The award of the arbitrator shall be final and binding on both the parties to the contract. The place of arbitration shall at Jabalpur only.

The expense of arbitration will be incurred by the parties asked and subject t to final award. The "Arbitration & Reconciliation Act-1996" and the rules there under, any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this contract.

10. **Other terms and conditions:**

- i. The Registrar General, High Court of Madhya Pradesh, Jabalpur has the right of accepting or rejecting any or all tenders without specifying any reason(s) thereof. The Registrar General is under no obligation to accept the lowest tender.
- ii. There is no obligation on the part of the Registrar General, High Court of Madhya Pradesh to inform the unsuccessful Tenderer of the outcome of the Tender process and reasons for rejection of tender.
- iii. Payment of contractual value, in appropriate proportion, shall be released every quarter (3 months) based on the performance and services of the contracting firm.
- iv. It shall be mandatory on contractor to conduct routine checkup to maintain the digital multifunctional copier machines in perfect working condition and to submit the routine checkup reports on quarterly basis to the Registrar General, High Court of M.P., Jabalpur.
- v. The Contractor shall ensure that only qualified engineers possessing education qualification of Diploma in Computer or Electronics/BCA or diploma in hardware or ITI or company trained technicians are deputed for performance of maintenance contract failing which penalty of Rs.1,000/- (Rupees One Thousand Only) on each occasion shall be imposed.
- vi. In case of pecuniary loss suffered by any of the users/beneficiaries of the High Court of Madhya Pradesh, Jabalpur attributed to the Contractor, the Registrar General, High Court of Madhya Pradesh will have the right to forfeit the Performance Bank Guarantee / Security Deposit and in case the Security Deposit falls short to match the pecuniary loss being insufficient, such balance

will be recovered from the payments due to the Contractor.

- vii. A surprise check shall be conducted by the Registrars (IT), High Court of Madhya Pradesh to ascertain the performance of the machines.
- viii. Rates offered in the Tender will not be enhanced during the period of contract.
- ix. The rates finally approved/accepted by the High Court of Madhya Pradesh, Jabalpur shall be valid for the whole of the contract tenure and no upward revision will be allowed under any circumstances whatsoever.
- x. Under no circumstances, shall the successful firm appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice, by the authority who has approved the award of the contract.
- xi. The successful Tenderer will be required to furnish security deposit amounting to **10% of the contractual value within 30 days from the date of letter of acceptance** . The security deposit shall be in the form of FDR through any nationalized bank/scheduled Bank in favour of the "**Registrar General, High Court of Madhya Pradesh, Jabalpur**" or unconditional Bank Guarantee of any Nationalized Bank / Scheduled Bank of equal amount." The security deposit money / unconditional Bank Guarantee will be refundable only after the expiry of the contract. The security deposit will be forfeited if during the period of contract vendor services are found to be unsatisfactory in any respect.
- xii. The contract can be terminated by the Registrar General High Court of Madhya Pradesh, Jabalpur at any time without assigning any reason if the work of the contractor is found unsatisfactory. In this respect, the decision of the Registrar General, High Court of Madhya Pradesh, Jabalpur will be final and binding on the contractor. The Registrar General, High Court of Madhya Pradesh, Jabalpur reserves the right to accept or reject any bid in whole or in part without assigning any reasons thereof.
- xiii. The bills in triplicate for the maintenance services prepared on the basis of rates will have to be submitted in favour of the "District and Sessions Judge, Jabalpur" for effecting payment. No advance payment shall be made for the services.
- xiv. The job carried out shall be to the satisfaction of the Registrar General, High Court of Madhya Pradesh, Jabalpur after getting certification from the concerned

District Courts **failing which deductions @ 10% of the total bill shall be made.** Depending upon the severity of negligence, the Registrar General, High Court of Madhya Pradesh reserves the right to **blacklist the agency for a suitable period or from further participation in any of the jobs to be done for the High Court of Madhya Pradesh, Jabalpur.** The decision of the Registrar General of the High Court of Madhya Pradesh shall be final and binding on the firm/agency.

- xv. Premature withdrawal of the tender by the tenderer shall make him liable for forfeiture of the earnest money.
- xvi. **All the pages of the tender document should be serially numbered and duly stamped and signed by bidder.**
- xvii. The Registrar General, High Court of Madhya Pradesh reserves right to increase or decrease the number digital multifunctional copier machines at its discretion.
- xviii. A penalty of Rs.200/- per day will be imposed for non-attendance of Service Engineers after the call is registered with the Service Engineer. In this regard, the decision of the Registrar General shall be conclusive and binding on the firm / contractor.
- xix. A register of surprise/routine checks shall be maintained by the contractor which shall also be inspected by Registrars (IT), High Court of Madhya Pradesh.
- xx. The Registrar General High Court of Madhya Pradesh, Jabalpur reserves the right to review the performance whenever so desires, and also to terminate the contract at any point of time during the tenure of the contract in case the performance and the service rendered by the contract firm is found to be unsatisfactory. The decision of the Registrar General shall be binding on the Contractor. The contract can also be terminated at any point of time if the above mentioned work is no more required.
- xxi. The Registrar General, High Court of Madhya Pradesh, Jabalpur reserves the right to vary, amend or alter any terms and conditions of the tender document at the time of execution of the Annual Maintenance Contract.

**(REGISTRAR GENERAL)  
HIGH COURT OF MADHYA PRADESH  
JABALPUR**

**Annexure-I**  
**Techno-commercial Bid**

SI.No.	Description	Indicate also page number where attached
1.	Name, address & telephone number of the agency/firm	
2.	Name, designation, address & telephone number of authorized person	
3.	Please specify as to whether Tenderer is sole Proprietor/Partnership Firm/Private or Limited Company.	
4.	Name, address & telephone number of Directors/Partners, Fax No., e-mail address.	
5.	Copy of PAN Card issued by Income Tax Department and <b>Copy of previous 3 Financial Year's Income Tax Return i.e. 2013-14,2014-15, 2015-16.</b>	
6.	Valid ISO Certificate of the bidder	
7.	Service Tax Registration No. (Please attach copy)	
8.	Latest Service Tax Return (Please attach copy).	
9.	Annual Turnover during last 3 years:  2013-14 _____  2014-15 _____  2015-16 _____  (Please attach proof in the form of Profit & Loss Account)	
10.	Experience Certificates of 5 years in providing services in Central Government/State Government/Public Sector Undertakings/ Autonomous Bodies.	
11	OEM certificate or partner certificate	
12.	Details of Bid Security/Earnest Money Deposit:  a) Amount: b) Demand Draft/Pay Order/Banker/Cheque No.: c) Date of issue: d) Name of issuing Bank:	
13	Details of Tender Fees:  a) Amount:  b) Demand Draft/Pay Order/Banker/Cheque No.:  c) Date of issue:  d) Name of issuing Bank:	
14.	Furnish the list of Service Engineers with Educational Qualifications who are working with the bidder-	

**Declaration by the Bidder:**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in the tender document and undertake myself/ourselves to strictly abide by them.

**Signature of the Tenderer with Seal**

Note: Please indicate the page numbers where documents are attached. The entire Tender documents should be serially page numbered including enclosures.

<b>Previous experience(s) of the services provided by the Agency to the Govt./Semi-Government Department and reputed/Ltd. Companies (minimum Five years experience is essential)</b>				
<b>S.No.</b>	<b>Name</b>	<b>Billing Amount (in Rs.)</b>	<b>Period</b>	<b>Status</b>

It is certified that the particulars given above are true to the best of my/our knowledge/belief and I/We have read terms/conditions and duties/responsibilities of the Technical Staff to be deputed for the purpose and have also understood the same and to hereby undertake to abide by the same without any reservations on any grounds whatsoever. In case of any breach of the said conditions. I/We shall be responsible for the consequences arising out of such situation(s).

Name & Signature of the  
Authorized Signatory of the Agency  
(with Seal of the Agency affixed)

Date:

Place:

## Annexure-II

### “Price Bid details”

S.No	Name of Hardware items	Configuration / Details	*Number s machines	Rate per machine for one year	Taxes per items	Total rate per machine	Total Amount (inclusive of all taxes and duties)
A	B	C	D	E	F	G= E+F	DXG
01	Digital multifunctional copier machine installed in the Tehsil Courts in the State of Madhya Pradesh	Toshiba e-studio 212 digital multifunctional copier machines purchased in the year <b>June - 2011</b>	<b>147</b>				
02	Digital multifunctional copier machines installed in the District Courts in the State of Madhya Pradesh	Toshiba e-studio 255 digital multifunctional copier machines purchased in the year <b>June 2011</b>	<b>25</b>				
	Total bid price in Rupees						

**Note: A: Actual number of machines may vary at the time of awarding of contract, depending on final requirement.**

**B: All Duties/Taxes are to be mentioned by the contracting Firm.**

All the terms and conditions of the tender for providing **Comprehensive annual maintenance contract of the digital multifunctional copier machines** are acceptable to me.

## **CERTIFICATES**

### ***WE CERTIFY THAT:***

1. We will not LEAK / DISCLOSE any information of the High Court of Madhya Pradesh to any other institutions/organizations
2. The rate of TAXES / DUTIES mentioned in the tender is in accordance with the provisions of the rules in all respects and the same is payable to the Authorities.
3. The Comprehensive AMC of Digital multifunctional copier machine offered by our firm shall be of the best quality strictly in accordance with the specifications and particulars as detailed in the tender.
4. The information furnished by us in the tender are true and correct to the best of our knowledge and belief.
5. We have read and understood the rules, regulations, terms and conditions of tender as applicable from time to time and agree to abide by them.
6. We shall not disclose any information / Data of the High Court to any other third party.

***Authorized Signatory***  
*(Seal of the Company)*