

## **NOTICE INVITING TENDER**

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

NIT No. Reg(IT)/2012/11

Jabalpur, Dated: 06/01/2012

**Subject: - Tender for Comprehensive Annual Maintenance Contract of Laser Jet Printers model HP 1022 of the District Courts & Tehsil Courts in the State of Madhya Pradesh.**

Sealed Tenders are invited for the Comprehensive Annual Maintenance Contract of Printers provided to the Judicial Officers of District Courts and Subordinate Courts in the State of Madhya Pradesh from Manufacturing Companies, reputed Vendors/Dealers, registered, bonafide, reputed, experienced and eligible firms who have executed similar nature of maintenance work in Government Ministries/Departments, Semi-government organizations including Public Sector Undertakings/autonomous bodies and satisfying all other terms and conditions in this tender document.

1. **Instructions to the tenderers:**

Tenders will be invited in sealed envelope consisting of Techno-commercial & Price Bid. The bid will be made and put in the sealed single envelope containing the title “**TENDERS FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF LASER JET PRINTERS MODEL HP 1022 OF THE DISTRICT COURTS & TEHSIL COURTS IN THE STATE OF MADHYA PRADESH.**” and addressed to the **Registrar General, High Court of Madhya Pradesh, Jabalpur** and the Bid will be submitted to The High Court of Madhya Pradesh, Jabalpur latest by **1:00 P.M. 24<sup>th</sup> January 2012.** The Tender will be opened on the same day **at 3:00 p.m. 24<sup>th</sup> January 2012 .**

**The Tenderer shall clearly specify what items (Hardware) / Services will not be covered under the maintenance contract. All the remaining items/services shall be treated as covered under the maintenance contract.**

**2. Period of Contract:**

The contract will be initially for a 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 on the date of extension.

**3. Scope of Work:**

3.1. The place of performance will be High Court of Madhya Pradesh, Jabalpur, its Benches at Indore & Gwalior and District Courts and Tehsil Courts in the State of Madhya Pradesh (as per **Annexure-A**).

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 printers may increased or decreased 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 High Court of Madhya Pradesh, Jabalpur.

3.5. Nos. of Printers proposed to be covered under this AMC:

<b>Sl. No.</b>	<b>Particulars</b>	<b>Numbers</b>
1.	Laser Jet Printers HP 1022	935

4. **Duties and responsibilities: -**

- 4.1 Vendor should attend to all the complaints, irrespective of its nature.
- 4.2 Protection of printers & maintaining the printers in perfect working condition.
- 4.3 To attend the complaints without fail within the shortest possible time and in no case shall exceed 2 days down time.
- 4.4 To depute service engineer to check the printers of Office and Judicial Officers and rectify the problem immediately to make it functional.
- 4.5 To replace all such parts which are damaged and which cannot be repaired to keep the Printers in good working condition.
- 4.6 To use only **Genuine Original spare parts** of manufacturing company in the printers.
- 4.7 To carry out preventive maintenance on quarterly basis of all the printers and to submit the report to the Registrar General, High Court of M.P., Jabalpur.
- 4.8 To maintain extra inventory of hardware items of the printers.
- 4.9 To maintain highest order of integrity, moral and social responsibility and decorum of the Courts.

5. **Eligibility Criteria :-**

- A. The Agency applying should possess valid Income Tax PAN No. and Service Tax Account No. The Agency should have a minimum experience of 03 years in providing complete Annual Maintenance of printers in

Central Government / State Government Departments/Public Sector Undertakings/Autonomous Bodies. Possession of valid ISO Certificate in the same field may be an added advantage.

- B. The Tenderer must have an average annual turnover of Rs.1 Crore during the last three years in the same field. Copies of the following documents should be submitted alongwith the Bid.
- a. Audited Profit & Loss Account of last three years i.e. 2008-09, 2009-10 and 2010-11.
  - b. Service Tax Certificate.
  - c. Income Tax PAN No.
  - d. Income Tax Return for the last three years i.e. 2008-09, 2009-10 and 2010-11.
  - e. Valid ISO Certification.
  - f. Latest Service Tax Return.
  - g. Documents along with proof regarding Experience of 3 years in providing similar services in Central Government/State Government /Public Sector Undertakings/Autonomous Bodies.
  - h. The Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand Only) through a Demand Draft/Pay Order /unconditional Bank Guarantee.
  - i. Tender fees of Rs. 1000/- in the form of Demand Draft drawn in the name "The Registrar General", High Court of Madhya Pradesh, Jabalpur
  - j. **Certificate of authorization as authorized Service Provider** from Original Equipment Manufacturer (OEM).

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 Quotations 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 quotations will not be considered. The earnest money will be returned to all the unsuccessful Tenderers after finalization of the Contract. Tender fees of Rs. 1000/- (Rs One Thousand Only) in the form of Demand Draft of the nationalized/scheduled banks drawn in the name "Registrar General", High Court of Madhya Pradesh, Jabalpur

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 / Scheduled Banks amounting to 10% of the total contractual value in favour of **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 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, an/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. **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. The successful contractor shall, during the validity of the contract, engage/depute Service Engineers to attend the complaints Printers of the Offices and Judicial Officers at Jabalpur, Bhopal, Indore, Gwalior, Rewa and Ratlam.
- iv. Payment of contractual value, in appropriate proportion, shall be released every quarter (3 months) based on the performance.
- v. It shall be mandatory on firm to conduct routine checks to maintain the printers in perfect working condition and to submit the routine check reports on quarterly basis to the Registrar General, High Court of M.P., Jabalpur.
- vi. The Contractor will ensure that only qualified engineers possessing education qualification of Diploma in Computer or Electronics/BCA/Bsc or PG Diploma in

Hardware or equivalent are deputed for performance of maintenance contract failing which penalty of Rs.1,000/- (Rupees One Thousand Only) on each occasion will be imposed. In case there is any change in Engineer, the details with educational qualification will be informed to the Registrar General, High Court of Madhya Pradesh in advance without failure.

- vii. In case of pecuniary loss suffered by any of the users/beneficiaries of the District Courts / Tehsil Courts of Madhya Pradesh attributed to the Contractor, the Registrar General, High Court of Madhya Pradesh will have the right to forfeit the 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.
- viii. A surprise check shall be conducted by the Registrar (IT), High Court of Madhya Pradesh to ascertain the performance of the printers.
- ix. Rates offered in the Tender will not be enhanced during the period of contract.
- x. 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.
- xi. 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 Registrar General, High Court of Madhya Pradesh.
- 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 services prepared on the basis of rates will have to be submitted in favour of The Registrar General, High Court of Madhya Pradesh, 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 High Registrar General, High Court of Madhya Pradesh, Jabalpur after getting certification from the concerned District Judge and Judicial Officers **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 the bidder.**
- xvii. The successful contractor shall, during the validity of the contract, engage/depute a minimum of one dedicated

points person to attend to the complaints at locations Bhopal, Indore, Gwalior, Jabalpur, Rewa and Ratlam. The Registrar General, High Court of Madhya Pradesh reserves right to increase or decrease the number of Printers at its discretion for the annual maintenance .

- xviii. A penalty of Rs.200/- per day will be imposed for non-attendance of Service Engineers after the call is registered with the points person. In this regard, the decision of the Registrar General shall be conclusive and binding on the service provider.
- xix. A register of surprise/routine checks shall be maintained by the contractor which shall also be inspected by Incharge - Computerization of concerning District Courts.
- 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. 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**

**Annexure-I**

**Techno-Commercial Bid**

**TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE  
CONTRACT OF PRINTERS OF THE JUDICIAL OFFICERS OF  
DISTRICT COURTS AND SUBORDINATE COURTS**

<b>Sl.No.</b>	<b>Description</b>	<b>Indicate also page number where attached</b>
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.</b>	
6.	Valid ISO Certificate ( <b>Please attach copy</b> )	
7.	Service Tax Registration No. (Please attach)	
8.	Latest Service Tax Return (Please attach).	
09.	Annual Turnover during last 3 years: 2008-09 _____ 2009-10 _____ 2010-2011 _____  (Please attach proof in the form of Profit & Loss Account)	
10.	Experience of 3 years in providing services in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies.	
11.	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:	
12.	Furnish the list of Engineers with Educational Qualifications details who will deputed at Jabalpur, Indore, Gwalior, Bhopal , Rewa & Ratlam.	

**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.**

Previous experience(s) of the services provided by the Agency in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies.				
S.No.	Name	Billing Amount (in Rs.)	Period	Status

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**

<b>S.No.</b>	<b>Name of Item</b>	<b>Total Number Printers</b>	<b>Item Per unit Rate</b>	<b>Taxes per unit</b>	<b>Total Amount in Rs.</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6=3x(4+5)</b>
1.	Laser Jet Printer HP 1022	935			

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

All the terms and conditions of the tender for providing **Comprehensive AMC of Printers** are acceptable to me.

**Signature of Contractor with Seal**

**ANNEXURE-A****LIST of District court of Madhya Pradesh**

<b>S.No.</b>	<b>Contact Official</b>	<b>Court Complex Full Address</b>
1	District & Sessions Judge	District & Sessions Court , Near Bus Stand, Balaghat
2	District & Sessions Judge	District & Sessions Court Barwani
3	District & Sessions Judge	District & Sessions Court Betul
4	District & Sessions Judge	District & Session Judge ,Lahar Chungi By Pass Road, Bhind
5	District & Sessions Judge	District & Sessions Court, Jail Road , Arera Hills , Near Paryaavaas Bhavan, Bhopal
6	District & Sessions Judge	District & Sessions Court complex, Chhatarpur
7	District & Sessions Judge	Office of The District & Sessions Judge,Chhindwara
8	District & Sessions Judge	District & sessions Court Damoh (m.p.)
9	District & Sessions Judge	District & Sessions Court, Datia
10	District & Sessions Judge	District & Sessions Court, Vidisha
11	District & Sessions Judge	District & Session Court , Dewas
12	District & Sessions Judge	District & Session Court, Collectorate Campus, Dhar
13	District & Sessions Judge	District & Sessions Court, Civil Lines, East Nimar, Khandwa
14	District & Sessions Judge	Distt & Sessions Court, Hanuman Chouraha, A.B. Road, Guna
15	District & Sessions Judge	District & Sessions Court, Old High Court Campus,Gwalior
16	District & Sessions Judge	District & session court Harda ( M.P.)
17	District & Sessions Judge	District & Session Court, Opposite Press Club, MG Road Indore
18	District & Sessions Judge	District & Sessions Court, Near High Court Of Jabalpur, Jabalpur
19	District & Sessions Judge	District & Sessions Court, Jhabua
20	District & Sessions Judge	District & Sessions Court, Katni
21	District & Sessions Judge	District And Session Court, Mandla
22	District & Sessions Judge	District & Sessions Court, Mandleshwar
23	District & Sessions Judge	District & Sessions Court, Kila Road, Mandsaur
24	District & Sessions Judge	District & Sessions Court, Old

		Housing Board Colony, Morena
25	District & Sessions Judge	District & Sessions Court, Narsinghpur
26	District & Sessions Judge	District & Sessions Court, Neemuch
27	District & Sessions Judge	District & session court, Mahendra Bhawan, Panna
28	District & Sessions Judge	Distt. Court, Sanchi Road, Raisen (M.P.)
29	District & Sessions Judge	District & session court, Old Collectrate Building Pura, Rajgarh(Biaora)
30	District & Sessions Judge	District & Sessions Court, Ratlam
31	District & Sessions Judge	District and Session Court Kothi Campus, Rewa
32	District & Sessions Judge	District & Sessions Court, Collectrate Area Civil Lines, Sagar
33	District & Sessions Judge	District & Sessions Court, Satna
34	District & Sessions Judge	District & Sessions Court, Sehore
35	District & Sessions Judge	District & Sessions Court, Seoni
36	District & Sessions Judge	District & Sessions Court, Pali Road, Sohagpur, Shahdol
37	District & Sessions Judge	District & Sessions Court Complex , A.B. road, Lal Ghati ,Shajapur
38	District & Sessions Judge	District & Sessions Court, Sheopur
39	District & Sessions Judge	District & Sessions Court, Shivpuri
40	District & Sessions Judge	District & Sessions Court, Opposite Collectrate, Sidhi
41	District & Sessions Judge	District & Session Court, Jhansi Road , Tikamgarh
42	District & Sessions Judge	District & Sessions Court, M.P. Koti Palace, Ujjain
43	District & Sessions Judge	District & sessions Court , Hoshangabad
44	District & Sessions Judge	District & sessions Court , Anuppur
45	District & Sessions Judge	District & sessions Court ,Alirajpur
46	District & Sessions Judge	District & sessions Court, Burhanpur
47	District & Sessions Judge	District & sessions Court,Ashoknagar
48	District & Sessions Judge	District & sessions Court,Umaria
49	District & Sessions Judge	District & sessions Court, Dindori
50	District & Session Judge	District & sessions Court, Singhrauli