THE CHIEF JUDICIAL MAGISTRATE COURT, KOZHIKODE.

Tender Notice

No.B4-7271/2018 **Dated:03.05.2025**

Ref:- 1. OM. No HCKL/2366/2024-DII-12(2) dated 11.04.2025of Hon'ble High Court of Kerala.
2. This Court Order dated: 02.05.2025.

NOTICE

Tender Number	B4-7271/2018
Last date and time for receipt of tenders	3.00 p.m on 19.05.2025
Date and time for opening of tenders	3.30 p.m. on 19.05.2025
Date up to which the rates are to be remain firm for acceptance.	Two years.
Designation and address of the officer to whom the tenders are to be addressed (Purchasing officer)	Chief Judicial Magistrate, Kozhikode.
Superscription: "B4-7271/2018 (tender for undertaking Comprehensive Service Maintenance Contract for 04 Nos.of Toshiba E Studio 2809a Sl.Nos.CLAJ57371, CLHA13846, CLHH13849, CLAJ57396 of the photocopier of the Court of JFCM-V, Kozhikode, JFCM, Payyoli, JFCM-I, Perambra, JFCM-II, Thamarassery respectively	

GENERAL CONDITIONS:

1. The tender should be addressed to the Chief Judicial Magistrate, Kozhikode in sealed cover with superscription as **"B4-7271/2018 dated 19.05.2025.** Tender is for undertaking Comprehensive Service Maintenance Contract of 04 Nos.of Toshiba E Studio 2809a photocopioers bearing Sl.Nos.CLAJ57371, CLHA13846, CLHH13849, CLAJ57396 in the Court of JFCM-V, Kozhikode, JFCM, Payyoli, JFCM-I, Perambra, JFCM-II, Thamarassery respectively. The last date for the receipt of the tender is **19.05.2025** at 3.00 PM and tender will be opened on the same day at 3.30 p.m in the office of the Chief Judicial Magistrate, Kozhikode in the presence of such tenderer or their representatives who may be present at the time of opening. Late tenders will not be accepted on any account. If the date fixed for opening of the tender happens to be a Holiday, the same shall be opened on the very next working day at the same time and place.

2. Tenderer should submit tender in their commercial letter paper, showing their experience in the field of servicing and maintenance of photocopier .The rates quoted should be only in Indian currency. The tenders in any other currency are liable to rejection. The price quoted shall remain firm for a period of 2 years from the date of opening of the tender. Tenders not stipulating period of firmness and tenders with price variation clause and/or 'subject to prior sale' condition are liable to be rejected.

3. a) Every tenderer who has not registered his name with the State Government (Stores Purchase Department), should send along with his tender, an earnest money of one per cent of the total cost of

the articles tendered for (rounded to the nearest rupee) subject to a minimum of 2000/-(Rupees two Thousands only), if the amount calculated at one per cent of the value of the articles tendered for falls below 2000/-. The amount may be paid either by remittance into any Government Treasury in chalans in duplicate, duly countersigned by the officer mentioned below or by Demand Drafts (crossed) drawn in favour of the Chief Judicial Magistrate court, Kozhikode. . In the case of remittance into the treasury, chalan receipt should be forwarded along with the tender. Cheques will not be accepted. The earnest money of the unsuccessful tenderers will be returned within a period of one month after the tenders are settled; but that of the successful tenderers will be adjusted towards the security that will have to be deposited for the satisfactory fulfillment of the contract. "If the Earnest Money Deposit of the successful tenderer is not refunded within three months of finalisation of the contract, interest at the rate of interest paid for S. B. accounts by nationalised banks will be paid on the Earnest Money Deposit".

b) Tenderers whose names are registered with Government (Stores Purchase Department) are generally exempted from fumishing earnest money for such articles for which they have registered their names. If they tender for stores other than those for which they have registered their names, they will have to furnish eamest money as in the case of unregistered firms. Registered firms will have to quote invariably in every tender they submit the registration number assigned to them by the Stores Purchase Department.

4. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money if any, deposited by him will be forfeited to Government or such action taken against him as the Chief Judicial Magistrate , Kozhikode think fit.

5. The successful tenderer have to execute an agreement for due fulfillment of the contract and to furnish security for a sum equivalent to 5% of the total value of the contract less the amount of money deposited by him along with his tender, within the period specified in the letter of acceptance. The succesful tenderer shall have to pay all stamp duty and other expenses incidental to the execution of the agreement. The security amount is to be paid by bank guarantee drawn in favour of the Chief Judicial Magistrate , Kozhikode.

6. The security deposit shall, subject to the conditions specified herein, be returned to the contractor within three months after the expiration of the contract, but in the event of any dispute arising between the Chief Judicial Magistrate , Kozhikode and the contractor, the Chief Judicial Magistrate , Kozhikode shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from the Chief Judicial Magistrate , Kozhikode to the contractor.

7. The rate quoted shall be inclusive of the cost of materials, cost of spares, all major and minor repairs and maintenance charges, labour cost, transporting charges, all taxes (inclusive of service tax) and cess.

8. The contract must provide full coverage to products and the responsibility of the Contractor shall be to make sure that the product is in working condition, subject to satisfaction of the Chief Judicial Magistrate , Kozhikode. The contract shall include trouble shooting of all hardware and software parts of the product.

9. Chief Judicial Magistrate , Kozhikode shall not pay any increase in duties, taxes and surcharges and other charges on account of any revision, enactment during the period of validity of the tenders and

also during the contract period. The decision of Chief Judicial Magistrate , Kozhikode in this regard will be final and binding and no disputes in this regard will be entertained.

10. The tenderer is allowed to modify or withdraw its submitted tender any time prior to the last date prescribed for receipt of tenders. Subsequent to the last date for receipt of tenders, no modification of tenders shall be allowed.

11. The final acceptance of the tenders rests entirely with the Chief Judicial Magistrate court, Kozhikode who do not bind themselves to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them.

12. (a) The vendor is required to furnish the following details (along with the invoices) such as: Name of the Bank, Branch Name with its IFS Code (IFSC) and the Bank Account Number to which the amount is to be credited to facilitate the fund transfer through RTGS system/e-payment.

(b) All incidental expenses incurred by the Chief Judicial Magistrate , Kozhikode for making payments outside the district in which the claim arises shall be borne by the contractor.

13. (a) In case the contractor fails to supply and deliver any of the said articles and things within the time provided for delivery of the same, or in case the contractor commits any breach of any of the covenants, stipulations and agreements herein contained, and on his part to be observed and performed, then and in any such case, it shall be lawful for the Chief Judicial Magistrate , Kozhikode (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of the Chief Judicial Magistrate court, Kozhikode by an order in writing under the hand of the Purchasing Officer put an end to this contract and in case the Chief Judicial Magistrate , Kozhikode shall have incurred, sustained or been put to any costs, damages or expenses by reasons of such purchase or by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses or other money shall then or any time during the continuance of this contract be payable by the contractor to the Chief Judicial Magistrate , Kozhikode under and by virtue of this contract, it shall be lawful for the Chief Judicial Magistrate court, Kozhikode from and out of any moneys for the time being payable or owing to the contractor from the Chief Judicial Magistrate , Kozhikode under or by virtue of this contract or otherwise to pay and reimburse to the Chief Judicial Magistrate , Kozhikode all such costs, damages and expenses they may have sustained, incurred or been put to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and also all such difference in price, compensation, loss, costs, damages, expenses, and other moneys as shall for the time being be payable by the contractor aforesaid.

(b) In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the Court within whose jurisdiction the Purchasing Officer voluntarily resides.

14. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Purchasing Officer or Chief Judicial Magistrate , Kozhikode or any other person authorised by the Chief Judicial Magistrate , Kozhikode and set off against any claim of the Purchasing Officer or Chief Judicial Magistrate, Kozhikode for the payment of a sum of money arising out of or under any other contract made by the contractor with the Purchasing Officer or Chief Judicial Magistrate , Kozhikode or any other person authorised by the Chief Judicial

Magistrate , Kozhikode Any sum of money due and payable to the successful tenderer or contractor from Chief Judicial Magistrate , Kozhikode shall be adjusted against any sum of money due to Chief Judicial Magistrate , Kozhikode from him under any other contracts.

15. Any attempt on the part of the tenderers or their agents to influence the officers/staff of Chief Judicial Magistrate , Kozhikode in their favour by personal canvassing with the Officers concerned will disqualify the tenderers.

16. Special conditions, if any, of the tenderers attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.

17. The tenderer should send along with this tender an agreement executed and signed in Kerala Stamp Paper of value 200/- purchased in the Kerala State. A specimen form of agreement is attached along with this notification. Tenders without the agreement in stamped paper will be rejected outright. But in deserving cases where agreement has not been received, the purchasing officer may exercise his discretion and call upon such tenderer to execute the agreement within a period of ten days from the date of issue of such intimation, if the purchasing officer is satisfied that the omission to forward the agreement along with the tender was due to causes beyond the control of the tenderer and was not due to any negligence on his part Agreement received from a tenderer after the above time limit will not be considered

18. The general conditions/rules in K.F.C and Stores Purchase Manual and the orders issued by the Government will be applicable to this tender

19. Every notice hereby required or authorized to be given may be either given to the successful tenderer personally or by e-mail or left at his residence or last known place of abode or business, or may be handed over to his agent personally, or may be addressed to the successful tenderer by post at his usual or last known place of abode or business and if so addressed and posted, shall be deemed to have been served on the successful tenderer on the date on which, in the ordinary course of post, a letter so addressed and posted would reach his place of abode or business.

20. The rates quoted should be inclusive of all taxes, duties, cess, etc., which are or may become payable by the successful tenderer under existing or future laws or rules of the country of origin during the course of execution of the contract.

21. The tenderer can see the work site during office hours with prior permission from the Chief Judicial Magistrate , Kozhikode without causing inconvenience to the functioning of office.

22. Those tenderers who have previous experience in maintenance of computers in any reputed firms/office shall furnish proof showing the period of experience, name of firm, etc.

23. It's the responsibility of the Contractor to provide qualified and experienced Service Engineers, subject to the satisfaction of the concerned magistrate where the photocopier are installed , There shall be no repair, if replacement is permitted.

24. Priority Calls will be addressed and rectified by the Contractor within 4 hours. It shall be the discretion of the Chief Judicial Magistrate , Kozhikode to categorize calls as" Priority Calls" and " non priority calls".

25. The tenderer will be responsible for any loss, damage, etc, caused by their workers.

26. The work shall be executed between 8.30 a.m and 6 p.m on working days. Service and maintenance should be carried out within the premises of the court in which photocopier are installed.

27. The contractor shall not assign or make over the contract on the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the purchasing officer who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the sub-contractor upon such rescission. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.

28. Payment will be made only after the completion of maintenance contract period. All payments will be subjected to tax deduction at source as applicable/required at the prevailing tax rates.

29. All expenses and damages caused to Chief Judicial Magistrate , Kozhikode by any breach of contract by the contractor shall be paid by the contractor to the Chief Judicial Magistrate , Kozhikode and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

30. The finalisation of tenders shall be made in accordance to the negotiation and upon the rates quoted. The Chief Judicial Magistrate , Kozhikode has all the rights to reject a tender without giving any reason.

31. Chief Judicial Magistrate , Kozhikode holds the rights to unilaterally terminate the contract at any time during the contract

32. All the safety measures/insurance of workers, etc. fall in the responsibility of the successful tenderer.

33. Telegraphic/e-mail tenders will not be considered.

34. If the due date of opening the tenders happens to be a holiday, the tenders will be opened on the very next working day at the same time.

Sd/-
Chief Judicial Magistrate,
Kozhikode.

True Copy By Order

Sheristadar.