

# **Civil and Sessions Division, Hamirpur, HP 177001**

**DSJ(HMR)/SO/eCourts/AMC/2022 - 4124**

**Dated: Hamirpur, the 14<sup>th</sup> September, 2022.**

**Subject:- Annual Maintenance Contract for maintenance of Brother Printer provided to Civil and Sessions Division, Hamirpur, H.P., under the e-Courts project.**

**Competitive item-wise rate tender(s)/quotation(s) with all spare parts are invited in sealed cover for awarding Annual Maintenance Contract in respect of following Brother Printers, subject to the following conditions :-**

- 1.** Service Provider should be an Authorized Service Provider with sufficient back- up of Spare Parts, having an Authorization Certificate in this effect from OEM and having Competent Service Engineers, based anywhere in and around Himachal Pradesh and having at least one trained Resident Engineer at Hamirpur or within 50 KM radius. It should be already providing such maintenance services to at least 3 or more Departments of the State Governments, during the financial year i.e. 2021-2022 and in a position to provide maintenance services within 1 or 2 days through a centralized system of call logging”.
- 2.** The company or firm should not be **debarred/black-listed or penalized (penalty)** by any Government / Semi Government organizations.
- 3. The bids shall be procured in the following manners, namely:-**
  - (a) **Technical bid** consisting of all technical details of services to be provided by the contractor along with commercial terms and conditions and **Financial bid** indicating the cost of services mentioned in the technical bid should be submitted separately by the bidders;
  - (b) The **technical bid** and the **financial bid** should be sealed by the bidder(s) in separate covers duly super-scribed. Both these sealed

covers should be put in a bigger cover which shall also be sealed and duly super-scribed.

(c) The bids received after the date and time specified for their receipt and as mentioned at serial b above will not be considered.

- 4. Monitoring the Contract.** - The performance of the contract will be continuously monitored by this office and in event of non performance of contract or not providing satisfactory services may leads to cancellation of contract.
- 5.** The Annual Maintenance Contract (A.M.C) shall remain effective for a period of **One year**.
- 6.** The Contract will remain in force for a period of one year and can be terminated at any time by District and Sessions Judge.
- 7.** At each location, the record shall be maintained in respect of the machine failures including nature of failure, date and time lodging the complaint and duration of total down time, if any. Such record to be maintained will be signed by the Service Engineer and countersigned by the Proprietor.
- 8. The Annual Maintenance Contract Service Provider** shall also have to attend to calls for on-site installation of any other **Printer Application Software in Ubuntu OS and Window OS**, the mentioned of Printer Hardware subject to this agreement without any extra charges.
- 9. The Annual Maintenance Contract Provider should cover all spare parts of the Annual Maintenance Contract items like Fuser Assembly, Printer sleeve, Teflon, Laser Unit, Paper feeder, Duplex tray, Power Supply, Formatter Board, frame and all other component of the printer etc under Annual Maintenance Contract.**
- 10.** The Annual Maintenance Contract Service Provider must have to carry-out the scheduled preventive maintenance at least once in three months for which it shall depute competent Service Engineers to inspect the printer equipment, covered under Annual Maintenance Contract.

11. **The Annual Maintenance Contract Service Provider shall submit a report with regard to periodical preventive maintenance in respect of maintenance of equipment, covered under Annual Maintenance Contract after the expiry of each quarter of the Annual Maintenance Contract period otherwise penalty clause will apply.**
12. **AWARD OF CONTRACT:-** The bidder whose commercial offer will be lowest will be ranked as R1. If **District & Sessions Judge, Hamirpur, HP and Committee's**, does not find the best offer acceptable, it may go in for negotiations, which can be done with the bidders who have quoted lowest and second lowest price (R1 and R2). During the negotiations a revised RFP Offer will be taken from the representative of the bidders by way of sealed offer. The letter of intent (LOI) will be issued to the bidder ranked as R1.
13. The commercial proposal submission form (On Bidder's letter head) as per Annexure-A is also required to be submitted with the Technical Bid.
14. The bidder shall have to furnish at least **two percent (2%) as earnest money deposit (EMD)** of the total amount quoted including G.S.T. as applicable tax etc., which should be submitted in the form of bank draft in the name of **District and Sessions Judge, Hamirpur, Himachal Pradesh**. However, exemption in depositing EMD is applicable for MSME registered firms. The earnest money of unsuccessful tenderer shall be returned within a reasonable time. No interest will be payable on the amount of the EMD. The EMD of successful tenderer shall be returned after he furnishes requisite Performance Security.
15. The Bid Security (EMD) may be forfeited:- If a bidder withdraws his bid or increases his quoted prices during the period of Bid validity or its extended period, if any; or In the case of a Successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within the specified duration.

- 16.** The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding Documents. Failure to furnish all the information required in the bidding Documents or submission of a Bid not substantially responsive to the bidding Documents in every respect, shall be at the Bidder's risk and may result in rejection of the Bid. The Bid is liable to be rejected outright without any intimation to the Bidder, if complete information as called for in the Tender Document is not given therein or if any particulars asked for in the Forms/ proforma in the Tender are not fully furnished.
- 17.** The Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialed by the person or persons signing the Bid in original.
- 18. EVALUATION OF BIDS:-**
- a) The Tender Evaluation Committee constituted by the District and Sessions Judge, shall evaluate the Tenders. The decision of the Evaluation Committee in the evaluation of the Technical Bids and Commercial Bids shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.
- b) Only technically qualified Bids will be processed for Financial / Commercial Evaluation.

## Penalty Clause:

Down-time penalty for delay in completing the calls after the stipulated period, as indicated in Service Assurance will be as follows:-

Type of Printers	Down - Time Penalty details
Brother MFC L2701DW Multi-Function Monochrome Laser Printer with Auto Duplex Printing	₹ 400/- for each working day
Brother HL-L2361DN Single Function Laser Printer	₹ 400/- for each working day
Delay in submission of Preventive Maintenance Reports on quarterly basis.	₹ 50/- for each working day

**LIST OF BROTHER PRINTER FOR**  
**Annual Maintenance Contract**

Sr. No	Description of Computer Hardware	Quantity at Courts Complex			
		Hamirpur	Nadaun	Barsar	Total Unit
1	Brother MFC L2701DW Multi-Function Monochrome Laser Printer with Auto Duplex Printing	2	2	2	6
2	Brother HL-L2361DN Single Function Laser Printer	16	2	2	20


**Important Note :-**

The aforesaid tender(s)/quotation(s) should reach the Office of the undersigned on or before **10.10.2022** at **4:00 PM** with clear terms and conditions, mentioning the rates for the A.M.C. with all spare parts. Technical bids will be opened on **14.10.2022** at **4:15 PM** and Financial / Commercial bids will be opened on **17.10.2022** at **4:15 PM** by the **Committee's** of this Civil and Sessions Division.

The sealed quotation in the desired format as under Annexure - A to Annexure - D should be addressed to "**The District and Sessions Judge, Hamirpur H.P. PIN 177001**" clearly depicting on the top of the envelope in bold letters that "**The quotations for the Annual Maintenance Contract of Brother Printer and last date for receipt of quotations is 10.10.2022**". Any quotations received after the aforesaid period shall not be entertained and as such, the same shall be liable to be rejected straightway. **The successful tenderer shall also have to furnish performance security to the extent of five (5) percent of the total consideration amount of the contract at the time of signing agreement.**

The terms and conditions for making the payment shall be regulated as per mandate of **Rule 108 of the H.P.F.R., 2009.**


This Office reserves all rights to alter the quantity / hardware at the time of agreement, select and reject any or all the quotations received, without assigning any reason whatsoever. However, the District and Sessions Judge, may, in view of the facts and circumstances relax the technical criteria.

  
(Vikas Bhardwaj)  
District and Sessions Judge,  
Hamirpur, H.P.

Endst No. DSJ(HMR)/SO/eCourts/AMC/2022- 4/24 Dated: 14.09.2022.

Copy for information and necessary action is forwarded to :-

1. The Registrar General, Hon'ble High Court of HP Shimla for kind information please. It is requested to upload the Tender link on HP High Court website with aforesaid subject for larger publicity **(through email only)**.
2. All The Judicial officers of this Division to place this Advertisement information on the display boards of respective courts for larger publicity. (through email only)
3. The System Officer in this office, for uploading it on the official website of this Division for larger publicity.

  
District and Sessions Judge,  
Hamirpur, H.P.

## Annexure - A

**Annual Maintenance Contract (A.M.C.) for maintenance of Brother Printer provided to Civil and Sessions Division, Hamirpur, H.P.**

Sr. No	Description of Computer Hardware items	Quantity at Court Complexes					
		Hamirpur	Nadaun	Barsar	Total Unit	Unit cost	Total cost
1	Brother MFC-L2701DW Multi-Function Monochrome Laser Printer with Auto Duplex Printing	2	2	2	6		
2	Brother HL-L2361DN Single Function Laser Printer	16	2	2	20		
<b>Total Cost</b>							
<b>GST applied on Service (if applicable)</b>							
<b>Grand Total</b>							

**Total amount in words:.....**

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# Annexure - B

## DESCRIPTION FOR ANNUAL MAINTENANCE CONTRACT AGENCY

Item	Response to be filled in by Firm
<b>1. Name of the Bidder</b> [Full name of the firm/company]	
<b>2. Main / Head / Corporate office</b> [Full address, telephone numbers, fax numbers, and email address ]	
<b>3. Name and designation of the CEO/Owner of the company</b> [Name, designation and full address of the Chief Executive Officer of the bidding organization, including contact numbers and email address]	
<b>4. Dealing Office</b> [i.e. the office dealing with this proposal] [Full address, telephone and fax numbers]	
<b>5. Name and designation of the contact person dealing with this project</b> [Name, designation and full address of the contact person of the dealing office, including contact numbers and email address]	
<b>6. Helpdesk Contact:</b> email ID : Contact No.	

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Signature & Seal



# Annexure - C

## DECLARATION REGARDING ACCEPTANCE OF TERMS & CONDITIONS CONTAINED IN THE RFP DOCUMENT

To

The District and Sessions  
Judge, Civil and Sessions  
Division, Hamirpur, H.P.

Respected Sir,

“Jai Hind”

I have carefully gone through the Terms & Conditions contained in the RFP Document for ‘Annual Maintenance Contract of hardware (attach at Form-A) for District Court, Hamirpur’.

I declare that all the provisions of this RFP Document are acceptable to my Company. I further certify that I am an authorized signatory of my company therefore, I am competent to make this declaration.

Yours truly,

Signature.....

Name:.....

Designation:.....

Company:.....

Address:.....

Date :.....

Place :.....

## Annexure - D

### DECLARATION REGARDING CLEAN TRACK RECORD

To

The District and Sessions Judge,  
Civil and Sessions Division,  
Hamirpur, H.P.

Respected Sir,

“Jai Hind”

I have carefully gone through the Terms & Conditions contained in the Tender Document for ‘Annual Maintenance Contract of Brother Printers for District Courts, Hamirpur, HP’.

I hereby declare that my company has not been **debarred/black-listed or penalized (penalty)** by any Government/ Semi Government organizations. I further certify that I have been authorized by the competent authority in my company to make this declaration.

Yours truly,

Signature:.....

Name:.....

Designation:.....

Company:.....

Address:.....