DISTRICT AND SESSIONS COURT, NAGPUR

Akashwani Square, Civil Lines, Nagpur-440001.

TENDER NOTICE

Ref. No. DC NAG/PRINTER AMC/TENDER No. 01/2025

District and Sessions Court, Nagpur, Akashwani Square, Civil Lines, Nagpur -440001, Phone No. 0712-2531989, invites Tenders in the prescribed format for Comprehensive Annual Maintenance Contract, for the **Kyocera MFD 2040 Printers** available in District Head Quarters and Taluka Courts of Nagpur Judicial District from the registered and experienced contractors in approximate class as per the specifications mentioned in the tender document. The detail Tender Notice with terms and conditions is available on the below mentioned website : https://nagpur.dcourts.gov.in/

The Interested bidders may submit their tender offer in the Office of District and Sessions Court, Nagpur from 28/07/2025 to 05/08/2025.

In case of difficulty concerning tender submission, for help contact 0712-2531989

Date : 28/07/2025

DISTRICT COURT, NAGPUR

Registrar,
District and Sessions Court,
Nagpur.

REGISTRAR
District & Sessions Court
Nagpur

जिल्हा व सत्र न्यायालय, नागपूर.
आकाशवाणी चौक, सिव्हील लाईन्स, नागपूर
निविदा सुचना

संदर्भ:- **DC NAG/PRINTER AMC/TENDER No. 01/2025**

जिल्हा व सत्र न्यायालय, आकाशवाणी चौक, सिव्हील लाईन्स, नागपूर ४४०००१ दुरध्वनी क्र. ०७१२-२५३१९८९ या कार्यालयात जिल्हा न्यायालय, नागपूर मुख्यालय व काटोल, उमरेड, सावनेर, रामटेक, भिवापूर, कुही, मौदा, पारशिवनी, कामठी, कळमेश्वर, नरखेड, हिंगणा येथील तालुका न्यायालयात असलेले Kyocera MFD 2040 प्रिंटर यांची पुढील एक वर्षाकरिता (2025-2026) दुरुस्ती व देखभाल करण्याकरीता सेवा पुरविणारे पुरवठादारांकडून विहित निविदा, निविदेतील कागदपत्रांमध्ये विनिर्देशित केल्याप्रमाणे मागवित आहेत. विस्तृत निविदा सुचना त्यासंबंधीच्या अटी व शर्ती, जिल्हा न्यायालयाच्या संकेतस्थळावर उपलब्ध आहेत. इच्छुक पुरवठादारांकडुन कामाचे ठिकाण व कामाच्या स्वरुपाची प्रत्यक्ष पाहणी करण्यासाठी, जिल्हा न्यायालय, नागपूर यांच्याशी संपर्क साधू शकतील.

निविदासंबंधी अधिक माहितीकरीता ०७१२-२५३१९८९ या दुरध्वनी क्रमांकावर संपर्क साधावा.

नागपूर
दिनांक /०७/२०२५

प्रबंधक
जिल्हा न्यायालय,
नागपूर.

Section – I

1. DEFINITIONS

a) "**Bank**" or "**Banks**" refers to all scheduled Indian Banks as per the current list of RBI.

b) "**Nagpur Judicial District**" means the District Court Nagpur at Nagpur Headquarter and its Subordinate Court at Various taluka of Nagpur District.

c) "**in writing**" means communicated in written form with proof of receipt.

d) "**NIT**" is the Notice Inviting Tender.

e) "**Project**" means all Activities covered under present contract.

f) "**Successful Bidder**" means the Bidder, who, after the complete evaluation process, gets the Letter of Award.

g) "**Bidder**" means a Company, a firm or Joint Venture or Consortium which participates in the tender and submits its proposal.

h) " **Contract**" means the agreement entered into between the Principal District and Sessions judge, Nagpur and the Service Provider / Bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

i) "**Contract Price**" means the price payable to the Successful Bidder under the Letter of Award for the full and proper performance of its contractual obligations. The Contract Price shall be deemed as "Contract Value" appearing anywhere in the document.

j) "**Letter of Award**" means a signed letter by the Principal District and Sessions Judge, Nagpur to award the work, to successful bidder.

k) "**Principal District Judge**" means the Principal District Judge Nagpur of the District and Sessions Court, Nagpur.

I) "**Service Provider**" means a Company a firm or Joint Venture or Consortium which participates in the tender or supplying the Services and work under this Contract.

TENDER DOCUMENT

DC NAG/PRINTER AMC/TENDER No. 01/2025

Tender Notice for Comprehensive Annual Maintenance Contract of **Kyocera MFD 2040 Printers** installed in Nagpur judicial District

TENDER DOCUMENT

DC NAG/PRINTER AMC/TENDER No. 01/2025

Tender Notice for Comprehensive Annual Maintenance Contract of Kyocera MFD 2040 Printers installed in Nagpur judicial District

Section II :- Eligibility Criteria

Sr. No.	Eligibility Criteria	Documentary Proof to be attached
1	The Bidder should be OEM or Authorized Service Partner of OEM or Registered Service Provider	If Authorized Service Partner of OEM then Authorization Letter form the OEM for the period of AMC or Registration Certificate.
2	The Bidder should have a minimum aggregate turnover of Rs. 10 Lakhs in support service only, during each of the years 2022-2023, 2023-2024 and 2024-2025.	CA Certificates and Audited Balance Sheet.
3	The Bidders should have maintenance experience of minimum 3 years of providing service support in Government or PSU Offices dealing with similar Hardware/Software in respective fields.	Copies of Work Order and Certificate of satisfactory services by the user should be submitted.
4	The Bidder should have valid Documentary proof of Registration Certificate of GST (Goods Service Tax) and Income Tax Registration (PAN)	The copies of GST registration and Income TAX (PAN)
5	The Bidder must not be blacklisted by the Central/State Government, Corporations or Government Undertakings.	Undertaking to that effect.

Section III :- Schedule

Tender Reference	**DC NAG/PRINTER AMC/TENDER No. 01/2025**
Date of Publication	5.00 p.m. on 28.07.2025
Last date and time for submission of Tender Offers.	5.00 p.m. on 05.08.2025
Time and Date of opening of Tender Offers	11.00 a.m. on 06.08.2025
Tender should be addressed to	The Principal District and Sessions Judge, Nagpur
Address for communication	Akashwani Square, Civil Lines, Nagpur-440001.
Contact Telephone No. and email address.	0712-2531989 mahnagdc@mhstate.nic.in
Validity Period	For the one year from the starting of contract.

Section IV :- Terms and Conditions:-

1. Scope of Contract :

The AMC contract covers free Preventive and Corrective maintenance of the Kyocera MFD 2040 Printers as per list Annexed, including supply and replacement of spare parts free of cost. The spare parts includes :-

Mechanical Spares, Electrical & Electronic Spares :

All spares will be included. Kyocera MFD 2040 should carry out Preventive maintenance once in Two months besides Break down Calls. However, External Interface Cable, Consumables Cartridges, Cabinets are not covered in the scope of the contract.

Scope of Work & Uptime guarantee :-

1. The Service Provider shall guarantee a minimum uptime of 98% during the maintenance period. The Service Provider shall always maintain a detailed 'breakdown and repair' records of Printers.

2. In case of break down or occurrence of any obstacle in functioning of the specified Printers, the Service Provider shall ensure that the same is repaired within specified time. In case of failure to repair the same within stipulated time the Service Provider should provide equivalent or higher configuration spare replacement, without any additional charges.

3. The spare parts for standby or replacement shall be 100% compatible and shall support respective equipment in the specified Computer Hardware items and spare parts are to be made available at site.

4. The Service Provider shall in case of problem in printer / printers depute their Engineer to attend the call within two hours in case if there is hardware spare related issue in the printer the same shall be replaced within 24 hours or at earliest.

5. If the bidder(s), so desire, they may obtain detailed configuration of the above said printers on any working day between 3 to 4 p.m. from Computer Section, District Court, Nagpur.

6. The Service Provider shall agree to take the Annual Maintenance Contract of all the Printers “as is where is basis."

Section V :- INSTRUCTIONS

5.1 General :-

District and Sessions Court, Nagpur invites Tenders for comprehensive Annual Maintenance Contract of Kyocera MFD 2040 Printers System located at District and Taluka Courts of Nagpur Judicial District.

The Quotations Tenders are invited from eligible Company/Service Providers for "On Site Comprehensive Annual Maintenance Contract in respect of Kyocera MFD 2040 Printers System, along with One Full Time Resident Engineer/Engineer’s visit withing 24 hours from the call lodge alongwith

facility management etc. for one year from the day of entering into the contract .

The list of the Items included in Kyocera MFD 2040 Printers are placed at Annexure "A". These Kyocera MFD 2040 Printers Items are spread across the District and Taluka Courts of Nagpur Judicial District & and the eligible Service Provider should be in position to provide maintenance services to all these locations. It is clearly note that every bidder should fully quote for Hardware Items, mentioned in Annexure "A", partly tender will not be accepted in any condition.

1. The Bidders are expected to examine all instructions, forms, terms and conditions in the bidding Documents. Failure to furnish all the information required by 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 outrightly without any intimation to the Bidder, if complete information called for the Tender Document is not given therein or if any particular asked for in the Forms / Proforma in the Tender are not fully furnished.

2. The Bidder should be OEM or Authorized Service Partner of the OEM or Register Service Provider.

3. The prices quoted by the Service Provider shall be in Indian rupees and not be subject to any price escalation. Taxes are to be shown separately.

4. The Tender Offer shall be valid for 180 days.

5. District Court, Nagpur reserves the right to split orders and / or accept or reject any quotation as also to alter any or all of the terms and conditions without assigning any reasons thereof.

6. The Annual Maintenance Contract shall cover comprehensive maintenance of the specified Kyocera MFD 2040 Printers System.

7. In case, for any reasons the specified Kyocera MFD 2040 Printers Items under maintenance are discontinued for use by the District Court, Nagpur the said Items will be removed from AMC.

11. The Service Provider shall arrange monthly visit of the Area Manager and quarterly visit by the Regional Manager.

12. The Service Engineer appointed under the Contract shall have to attend complaints during regular working hours and also during odd hours on Court's holidays.

13. The Bidder should submit the copies of the following documents in the Technical Cover while submitting Tender :-

a) CA Certificate and audited Balance Sheets.

b) Documentary proof in respect of Eligibility Condition at Sr. No. 2.

c) Registration Certificate of GST and Income Tax Registration (PAN).

d) Authorization Letter for authorized Service Partner of respective Companies (if applicable).

14.The Bidder should Submit Spread Sheet File of quoted rates in Financial Cover.

15. The Bidder shall give the pricing as individual and as a total composite price including GST etc. as applicable to the Contract. The Tax components **will be calculated and shown separately.**

16. All rates and prices once agreed in the Contract shall be fixed for the entire duration of the contract but in case of change in rate of Taxes / Levies, the same shall be passed to the District and Sessions Court, Nagpur.

5.2 Amendment of bid documents :-

At any time, prior to the date of submission of Bids, the Principal District and Sessions Judge, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments. The modification shall be published only on the District and Sessions Court, Nagpur , website. The modifications shall not be communicated to any bidder in writing. Prospective Bidders are advised to periodically browse this Website to find out any further Corrigendum / Addendum / Notice published with respect to this Tender.

5.3. <u>Opening of Bids and Bid evaluation</u> :-

1. Technical Covers will be opened as per Schedule mentioned in the Tender Document and the Financial Covers of technically qualified Bids will be opened on the date as per procedure of Tendering System of District and Sessions Court, Nagpur.

2. The decision of the Evaluation Committee in the evaluation of the Qualification criteria and Commercial Bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.

Note : District Court, Nagpur may waive any minor informality or non-conformity or irregularity in a Bid.

3. District Court, Nagpur reserves the right to accept or reject any Bid and to annual the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Tendering Authority's action.

5.4 Performance Bank Guarantee :-

1. The successful Bidder shall at his own expens submit with District and Sessions Judge, Nagpur, within fifteen (15) working days from the date of Notice of award of the Contract of Prior to signing of the contract Whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (**Annexure - C**) of an amount equivalent to 5% of Contract value in Indian Rupees.

2. No interest shall be payable on the Performance Bank Guarantee.

5.5 Contract Form :-

1. The successful Bidder shall enter into a contract with the Principal District and Sessions Judge, Nagpur (**Annexure – D**). Terms and Conditions specified in the Tender Document shall become part and parcel of the Contract Document.

2. Failure of the successful Bidder to agree with the Terms and Conditions of the Bid/Contract shall constitute sufficient grounds for the annulment of the award, in that event, Tender issuing Authority may make the award to the next Best Value Bidder or call for new Bids.

Section VI :- OTHER CONDITIONS OF THE CONTRACT

6.1 Confidentiality:-

1. The Service Provider shall not divulge to any person, subsidiaries or groups of the Service Provider or to any other person, any information obtained by it in the course of its execution of its work and all the information gathered by the Service Provider shall be treated as professional communications and confidential. Any violation of this clause shall lead to cancellation of the Contract and invoking of the Bank Guarantee, if any, without notice to the Service Provider and he shall be liable for further damages.

2. The Service Provider shall not encourage or partake in any form of Software piracy during the Contract period.

3. The Service Provider shall not take District and Sessions Court, as reference to their prospectus of clientele for any purpose.

6.2 Termination:-

1. District and Sessions Court, Nagpur, reserves the right to terminate the Contract by giving 15 days notice in case of breach of any of the material obligations under the Contract, if committed by the Service Provider, during the Contract period.

2. The Contract may also be terminated in case of any unsatisfactory service performance during the Contract period with due notice.

6.3 Payment Terms :-

1. Payment will be made quarterly at the end of every three month.

2. The payment would be made after deducting necessary taxes, Liquidated Damages and taxes, if applicable.

6.4 Liquidated Damages :-

1. The response time, removal of defects etc. must be as under, failing which, penalty mentioned against Kyocera MFD 2040 Printers Items shall be levied against the Service Provider.

Items	Make & Model	Response time	Removal of defects	
		Not exceeding (From the time of receipt of complaint)	Within	Failing which penalty @ per day per complaint
MFD Printers	Kyocera MFD 2040 Printers	Same day 2 Hrs	24 Hrs	Rs.50/- per day

In case of inordinate delay in rectifying the defect is noticed, the Principal District and Sessions Court, Nagpur shall have right to repair defective Kyocera MFD 2040 Printers at Service Provider's cost.

6.5 Arbitration :-

In the event of any dispute or difference arising out or touching upon any of the terms and conditions of this contract and / or in relation to the implementation or interpretation thereof, the same shall be resolved initially by mutual discussion and conciliation but in the event of failure thereof, the same shall be referred to a sole arbitrator appointed by Hon'ble the Principal Disrtrict and Sessions Judge, Nagpur. The arbitration shall be governed by provisions of The Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding upon the parties

6.6 GOVERNING LAWS AND JURISDICTION :-

The Agreement shall be governed by the laws in force in India. Any dispute arising in relation to the Agreement shall be subject to the Jurisdiction of the Courts at District and Sessions Court, Nagpur.

Date:- 28 July 2025

Registrar,
District and Sessions Court,
Nagpur.

Annexure – A

Location of Printers

Sr. No.	MODEL	Quantity of Printers	CONTRACT_ FROM	CONTRACT_ TO	AMC_RATE
1	Kyocera MFD Printer ECOSYS 2040 dn	99	01-09-2025	31-08-2026	

Sr. No.	Particular	Make/Model No.	Total Hardware as per Annexure A	Nagpur HQ	Bhiwapur	Hingna	Katol	Kuhi	Kampte e	Kalmeshwar	Mouda	Narkhed	Parseoni	Ramtek	Saoner	Umrer
1	Printer	Kyocera MFD Network Printer, Ecosys M2040dn	99	64	2	2	3	2	3	3	2	3	3	2	4	4

Price Bid - B

Sr. No.	Item	Make & Model	Qty	Rate per item	Taxes per item	Total rate per Hardware item	Total Amount (inclusive of all Taxes & duties)
A	B	C	D	E	F	G (E + F)	H (G X D)
1.							

(Rupees in words : ----------)

Details of Taxes to be entered here :--

Sr. No.	Tax Type	Value (In Percentage)

Date :-

Authorized Signatory
Name :-

Annexure - C

PERFORMANCE SECURITY FORM

To: _____ (Name of Contractor)

WHEREAS_____ (Name of Tenderer) has undertaken the Contract, as per Tender No. _____ dated, _____ to provide _____ (Description of goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Tenderer shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Tenderer a guarantee:-

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Tenderer, up to a total of Rs._____(amount of the guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limit of _____ as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____day of _____ 20__.

Signature and Seal
of Guarantors _____
_____
_____
_____
Date :- _____
Address: _____

Annexure - D

CONTRACT FORM

AGREEMENT MADE this _____day of _____ Two Thousand Eighteen, between _____(hereinafter called "Service Provider") of the one part and the District and Sessions Court, Nagpur (hereinafter called the “Indenter”) of the other part.

WHEREAS the Service Provider has agreed to provide Onsite Comprehensive Annual Maintenance Support and Services to the **Kyocera MFD 2040 Printers** installed at the District and Taluka Courts, Nagpur, thereof enclosed to the Purchase Order, as per the terms and conditions agreed between the parties and whereas the Service Provider has furnished Performance Security with the District and Sessions Court, Nagpur in the sum of Rs_____/- (_____only) as a security for the fulfillment of this Agreement **NOW ITS HEREBY AGREED** between the parties hereto as follows :-

1. The Service Provider has accepted the Contract on the terms and conditions set out in the Tender Notice No. **DC NAG/PRINTER AMC/TENDER No. 01/2025** dated___ August, 2025, , which will hold good during the period of this Agreement.

2. The Indenter has placed Service Provide Order No._____ dated_____ with _____ for providing Onsite Comprehensive Annual Maintenance Services and operation in respect of the Onsite Annual Maintenance Contract at District and Taluka Courts , Nagpur for a period of one year from____ to _____, at the total cost of Rs._____/-, as per the Terms and Conditions. Thus, this Contract shall remain in force with effect from ____to ____. The payment of CAMC shall be made to the Service Provider by the Indenter on quarterly basis.

3 Upon breach by the Service Provider of any of the conditions of the Agreement, the Indenter may issue a notice in writing, determine and put an end to this Agreement without prejudice to the right of the Indenter to claim damages for antecedent breaches thereof on the part of the Service Provider and also to reasonable compensation for the loss occasioned by the failure of the Service Provider to fulfill the Agreement, as certified in writing by the Indenter which certificate shall be conclusive evidence of the amount of such compensation payable by the Service Provider to the Indenter.

4. Upon the determination of this Agreement, whether by efflux of time or otherwise, the said deposit shall after the expiration of 12 (Twelve) months from the date of such determination be returned to the Service Provider but without interest and after deducting there from any sum due by the Service Provider to the Indenter under the terms and conditions of this Agreement.

5. This Agreement shall remain in force until the expiry of the date of Annual Maintenance Contract but notwithstanding anything contained herein or in the Tender Document and Acceptance Forms, the Indenter may cancel the Contract at any time upon giving one months' Notice in writing without compensating the Service Provider.

6. In witness whereof the said _____ hath set his hand hereto and Indenter has on behalf of the District and Sessions Court, Nagpur affixed his hand and seal thereto the day and year first above written.

7. Notices in connection with the Contract may be given by the Indenter (Principal District and Sessions Court, Nagpur or any Gazetted Officer of the District Court Nagpur authorized by the Principal District and Sessions Judge, Nagpur.)

8. In consideration of the payments to be made by the Indenter to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Indenter to provide the goods and Services and to remedy defects therein conformity in all respect with the provisions of the Contract.

9. The Indenter hereby covenants to pay the Service Provider in consideration of the provision of services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

10. If subject to circumstances beyond control (Force Majeure), the Service Provider fails to provide maintenance service in accordance with the conditions mentioned in the Tender Document, the Indenter shall at his option be entitled either:

(a) To impose downtime penalty upon the Service Provider for non repairing/replacing of any Hardware Items within a prescribed time limit as mentioned in the Tender Document; _

OR

(b) To get repaired any Hardware Items, which could not repaired by the Service Provider within stipulated period, from the local market at the cost of Service Provider;

OR

(c) To cancel the Contract.

11. In the event of action to be taken under (a), (b) or (c), the Service Provider shall be liable for any losses which the Indenter may sustain on that account. The recovery on account of damages or by way of penalty under (a) above will be made by deducting the amount from payment to be made to the Service Provider.

Nagpur. Service Provider

Witness: 1)

Indenter

2) **On behalf of the District and Sessions Court, Nagpur**