

HIGH COURT OF JAMMU AND KASHMIR

(OFFICE OF THE CENTRAL PROJECT COORDINATOR e-COURTS)

SHORT TERM TENDER NOTICE

No: TENDER-JKHC/16/2017

Dated: 07.10.2017

High Court is inviting short term tenders for supply and installation of 60 No. of Duplex Laser Printers for use in the High Court at Jammu and Srinagar. Complete specifications of the tendered items are given in **Annexure-I**. Technical and commercial bids may be submitted in two separate envelopes superscribed as "Technical" and "Commercial" up to 20-10-2017 4 PM in the office of the undersigned. Bids will be opened in presence of the bidders/representatives on 21-10-2017 at 11 AM.

GENERAL TERMS AND CONDITIONS

- (1) Time for completion of supply and installation is 15 days from the date of issuance of Purchase order.
- (2) Bids must be accompanied with EMD of Rs 30,000/- (Rupees Thirty Thousand Only) and non-refundable tender fee of Rs 500/- (Rupees five hundred only) in the name of Registrar General High Court of Jammu and Kashmir Srinagar. No exemption from payment of EMD and tender fee is extended. Bids without tender fee and EMD will be out rightly rejected.
- (3) Rates must be quoted per unit. Rates must be inclusive of taxes and installation charges. Proforma of price bid is given under **Annexure-II**.
- (4) Bidders must attach with the bid the brochure of the product offered by them containing its entire description.
- (5) Bidders shall also submit a compliance sheet alongwith with the bid showing therein that the product offered by them fully conforms with each and every specification of the tendered item as mentioned in Annexure-I of the tender document.
- (6) Bidders shall also submit alongwith the bid a copy of the tender document duly signed and sealed by the bidder as an acknowledgement to the acceptance of the terms and conditions of the tender.
- (7) Validity of rates quoted should not be less than six months.
- (8) The authorized distributor/dealer/agent etc., should be in the business of similar products (IT/Electronic/Telecommunication) at least for 3 years as on the date of submission of the bid.
- (9) During warranty period, the vendor has to attend the complaints without fail

within the shortest possible time and in no case shall exceed two days downtime.

- (10) The vendor must have a cumulative turnover of at least Rs 1 crore during the last three financial years i.e, 2013-14, 2014-15, 2015-16 from the computer related business.
- (11) The prices quoted by the Vendor shall be in Indian rupees, inclusive of all taxes and not be subject to any price escalation.
- (12) High Court of Jammu and Kashmir 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.
- (13) The tendered item must be with a comprehensive onsite warranty of 5 years.

Eligibility Criteria:

Bidder must have:

1. Registration Certificate for Sole Proprietorship Firms.
2. Registered number of GST where his business is located and Income Tax/Pan/TIN and must submit copies of relevant certificates with the technical bid.
3. Letter of authorisation from the OEM. If the OEM is the bidder itself, then letter of incorporation of OEM.
4. A Bidder who is blacklisted from any other Govt. institution is not eligible to participate in this tender. Similarly, at the time of bidding, the firms blacklisted/debarred in participating in any activities for fraudulent or corrupt practices by any State or Central Govt. or UT in India are not allowed to bid. For not being so debarred, the bidder must enclose a self-certified letter as proof.

Opening of Bids and Bid evaluation :-

1 Technical bids will be opened first as per Schedule mentioned in the Tender Document. However, evaluation of technical bids will be carried out later on and results of the technical evaluation will be notified to the bidders through the

official website of the High Court <http://jkhighcourt.nic.in>

2. Financial bids of only technically qualified bids will be opened and comparative statement of rates quoted by technically qualified bidders will be notified on the official website of the High Court <http://jkhighcourt.nic.in>

3. 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: High Court of Jammu and Kashmir may waive any minor informality or non-conformity or irregularity in a Bid.

4. High Court of Jammu and Kashmir reserves the right to accept or reject any Bid and to annul 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.

Payment Terms: -

1. Payment will be made on successful installation and testing of printers and at the desired locations. Certificate of successful installation shall be provided by concerned Registrar of the High Court.

2. The payment would be made after deducting necessary taxes, penalties etc. if applicable.

Bid Security (EMD – Earnest Money Deposit)

1. EMD Rs. 30,000/- (Rupees Thirty thousand only). Payment can be made through FD/DD/CDR/Bank Guarantee valid for three months in each case favouring Registrar General High Court of Jammu and Kashmir payable at Srinagar.

2. A non-refundable tender fee of Rs 500/- (Rupees five hundred only) in the form of DD favouring Registrar General, High Court of J&K and payable at Srinagar must also accompany the bid.

3. Successful bidder will have to submit Performance Security Deposit of 5% of actual value of contract through bank guarantee in favour of Registrar General, High

Court of J&K valid for the period of contract including the period of warranty.

4. The Earnest Money Deposit will be returned to the unsuccessful bidder within seven days of opening of financial bids and to the successful bidder within fifteen days of award of contract.

Performance Bank Guarantee:-

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

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

3 Performance Bank Guarantee shall remain valid for the period of Contract.

Contract / Agreement:-

1 After letter of acceptance is issued but before award of contract, the successful Bidder shall submit an undertaking within the stipulated time that the terms and conditions are acceptable to him.

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.

Legal Jurisdiction:- All Legal disputes are subject to the jurisdiction of Jammu and Kashmir only, preceded by Arbitration.

Date : 07.10.2017

Place : Srinagar.

Sd/-
Malik Shabir Ahmad
Central Project Co-Ordinator
(e-Courts)
High Court of Jammu and Kashmir

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ANNEXURE-I

Duplex Laser Printer with Ethernet Port

Feature	Specification
Printing Technology	Monochrome Laser Printing
Duplex Printing	Duplex Printing Auto Duplex with Ubuntu 14.04 Driver support for duplex
Simplex Printing Speed (A4)	25 ppm or above
First Print Out Time	8 seconds or less
Resolution	600 x 600 dpi or better
Paper Tray Capacity	250 pages
Output Tray Capacity	100 pages
Paper Type	Plain Paper, Heavy Paper, Transparency, Label, Index Card, Envelope
Duplex Printing	A4 / Letter / Legal
RAM	128 MB or more
Interface	USB 2.0 Hi-speed or more 10/100 Base-T Ethernet (Network)
Operating System Drivers to be provided for	Ubuntu 16.04 and later, Windows Vista and later including Windows 8 (all 32 and 64 bit both)
Duty Cycle	10000 pages per month
Power Requirement	AC 220 -240V ($\hat{A}\pm 10\%$), 50 / 60Hz ($\hat{A}\pm 2\text{Hz}$)
Energy Certification	Energy Star (EPA) ver 5.0 / BEE India Star ver 1
Original Equipment Manufacturer (OEM) Product	OEM Manufacturer or its authorised dealers with OEM Manufacturer Authorization only to bid
Warranty	5 Years Comprehensive warranty including all parts except toner Cartridge with on site support

Bidder to give details

A. Yield per Toner Cartridge	
B. Whether Toner cartridge & Drum Integrated	
C. Whether Cartridge / refillable	
NOTE: Whole of the above configuration should be read as “the same, equivalent or better/more.	

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Annexure-II

PRICE BID

Name of Item 1	Quantity 2	Rate Per unit 3	GST 4	Total 5=2x(3+4)
Duplex Laser Printer	60			

Grand Total in Words: _____

Signature of Bidder with Seal

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Annexure-III

PERFORMANCE BANK GUARANTEE {to be submitted by the bidder's bank}

(To be submitted on Non-Judicial stamp paper in accordance with Stamp Act and to be issued by a Nationalised/
Scheduled bank having its branch at Srinagar/Jammu) (Payable at par at Srinagar/Jammu)

To,

Registrar General,
J & K High Court,
Srinagar.

(Guarantee shall be restricted to an amount not exceeding
Rs.....(Rupees.....only))

1. In consideration of the J & K High Court, Jammu (hereinafter called "JKHC") having agreed to exempt M/s.....(hereinafter called "the said Contractor(s)" from the demand under the terms and conditions of an Agreement No..... dated..... made between the High Court of Jammu and Kashmir through Registrar General and(Contractor) hereinafter called "the said agreement" for the work from security deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said agreement on production of a Bank Guarantee for Rs(Rupees.....only) on demand.

2. We(Indicate name of the Bank), do hereby undertake to pay Rs.....(Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the JKHC. Any such demand made on the Bank by the JKHC shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the JKHC and we.....(indicate name of the Bank), bound ourselves with all the directions given by JKHC regarding this bank guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....)

3. We (indicate name of the bank), undertake to pay to the JKHC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding before any court or Tribunal or Arbitrator etc relating thereto, our liability under these presents being absolute, unequivocal and unconditional.

4. We (indicate name of the bank) further agree that the performance guarantee herein contained shall remain in full force and effective upto <Date> and that it shall continue to be enforceable for above specified period till all the dues of JKHC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the JKHC certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We (indicate name of the bank) further agree with the JKHC that the JKHC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement

or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercised by the JKHC against the said contractor(s) and to forebear or enforce any of the RFP conditions for selection of the vendor for supply of Desktops and we shall not be relieved from out liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part the JKHC or any indulgence by the JKHC to the said contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us(indicate the name of Bank) under this guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)

7. We(indicate the name of Bank) lastly undertake not to revoke this guarantee except with the prior consent of the JKHC in writing.

8. This performance guarantee shall remain in valid and in full effect until it is decided to be discharged by the JKHC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....(Rupees.....only).

9. It shall not be necessary for the JKHC to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the JKHC may have obtained or obtain from the contractor.

10. We (indicate the name of Bank) verify that we have a branch at Jammu. We undertake that this Bank Guarantee shall be payable at any of its branch at Jammu. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Date (Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

WTTNESS (with full name, designation, address & official seal, if any)

(1)

(2)

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number: