

SUPREME COURT OF INDIA
ADMN. MATERIALS (P&S)

**Last date for submission of
Tender : 1st August 2022 upto 03:00 PM
at Reception Counter No. 17 (R & I)**

F.No.33/AMC/Xerox-photocopiers/22/SCI(AM)
Dated : 9th July 2022

NOTICE INVITING TENDER
FOR AWARDING THE COMPREHENSIVE MAINTENANCE
CONTRACT IN RESPECT OF ‘XEROX VERSALINK B7025’
PHOTOCOPIERS-CUM-PRINTERS (MFD)
FOR A PERIOD OF TWO YEARS.

Sealed tenders are invited from Delhi/NCR based reputed firms, **as per the Proformas enclosed herewith** for awarding the **Comprehensive Maintenance Contract (CMC) with ‘one Resident Engineer’** in respect of the following **‘Xerox Versalink B7025’ Photocopiers-cum-printers/MFDs for a period of two years** provided in the Supreme Court Registry :

Make & Model of photocopiers-cum-printers (MFD)	Nos. of Machines	Month & Year of Purchase
‘Xerox Versalink B7025’ photocopier-cum-printer (MFD) with Wifi and Ubuntu	27	February 2021

Interested parties, if so desire, may contact Branch Officer, Admn. Materials (Tel. No. 011-23115864) on any working day between 10:30 am and 04:30 pm (except on Saturday, Sunday and holiday) for further information.

A. TENDER

1. Two separate sealed envelopes should be used for submitting **(i)** ‘Earnest Money for CMC of ‘Xerox Photocopiers-cum-Printers’ and **(ii)** Tender Document/Financial bid for CMC of ‘Xerox Photocopiers-cum-Printers’ on the cover of the respective envelopes.
2. If both the envelopes are kept inside a single envelope, it should be specifically written outside the envelopes. Every page must be signed and stamped by the authorized official of the quoting firm, failing which it is liable to be rejected.

3. Tender may be sent by post sufficiently early so as to reach the Registry within time, or may be delivered in SEALED COVERS addressed to Shri Anil Kumar Sharma, Additional Registrar (AM). If tender is sent through Messenger, an authority letter from the tenderer with proof of identity should also be given to the Messenger so that he/she could show the same along with his/her own identity proof to the Reception Officer at Reception Counter No.17 (R&I).
4. The tenderers are expected to examine all the instructions, Proformas' terms & conditions and specifications in the tender documents. Failing to furnish all information required by the tender document in every respect will be at the tenderers' risk and may result in rejection of the tender.
5. The tender must be received not later than the date & time specified for submitting the same. In case the date of submitting the tender is declared a holiday, then the next working day of the Registry will be treated as due date of the tender.

B. TERMS AND CONDITIONS OF TENDER

6. The tenderer is required to quote their **lowest rate per unit in 'Annexure-A' for Comprehensive Maintenance Contract for the aforesaid machines with 'one Resident Engineer'** for the contractual period of two (02) years which should be valid for two years from the date of awarding the contract mentioning percentage of GST/Tax or discount etc.
7. The photocopier-cum-printers (MFD) purchased during the contractual period, will be included in the CMC contract from the date of expiry of their warranty period, on the same rates, terms & conditions.

8. It will be open to the Registry to extend the term of the contract on the same rates, terms and conditions for a further period as may be required and if so necessary, on the basis of satisfactory performance and workmanship of the successful tenderer but not more than total 05 years i.e. two + three years.
9. Registry is not bound to accept the lowest tender and reserves the rights to reject or accept any or all the tenders, partly or completely, at any time without assigning any reason therefor.
10. The tenderer is required to send their tender along with a Demand Draft of **Rs. 21,700/-** (Rupees Twenty One Thousand Seven Hundred Only) drawn in favour of “The Registrar (Admn.), Supreme Court of India” payable at New Delhi as **Earnest Money**, by writing the name of the firm, telephone number and name of the items on the reverse side of the Demand Draft. No interest will be payable on the EMD. If EMD is exempted, certificate to this effect has to be submitted along with the tender document.
11. Earnest Money Deposit of tenderers would be returned by way of RTGS/NEFT or cheque after the contract has been finally awarded to the successful tenderer. A copy of cancelled cheque is required to facilitate refund of the EMD amount.
12. The tenderer will **provide one Resident Engineer** from **09:30 A.M. to 06:00 P.M.** on all working days who has to follow up the calls from users and as may be directed by the officer/staff deputed for the purpose, to attend day to day complaints or repairing job of the said machines. The Resident Engineer must report to the Branch Officer, Computer Cell, Supreme Court of India for duties and assignment of tasks. The tenderer will also provide maintenance and repair services even at odd hours, if required or in case of emergency. Any change/update with regard to the deployment, attendance, functioning, etc. of the Resident Engineer, shall have to be communicated to Computer Cell well within reasonable time.

13. The Resident Engineer(s) deployed by the tenderer shall mark their daily attendance with the Computer Cell in the designated register or software in use by the Registry of the Supreme Court of India. The Resident Engineer(s) shall also perform other duties, if any, assigned to them and also attend the complaints of other photocopier machines, if required in urgency.
14. The Resident Engineer deputed should have to be paid minimum salary of Rs.25,000/ per month. Registry may call for salary proof from time to time paid to the Engineer(s).
15. The tenderer shall also depute additional Engineer(s), if required, to attend the complaint on the same day, without any extra charge.
16. The tenderer has to provide services in the Supreme Court premises and at the Residential Offices of Hon'ble Judges of the Supreme Court of India and to the Senior Officers at different locations in New Delhi, therefore, the Resident Engineer(s) should have their own mode of transport and be equipped with mobile phones, tool kit and other devices at all times while attending complaints.
17. The comprehensive maintenance contract includes thorough check-up and cleaning of the machines which includes overall servicing, repair/replacement of all spare parts including plastic parts etc. of the machines with configuration of the MFD with the Computer Systems, installation of devices, drivers etc. except consumables such as toner/cartridges & drum of the machines and keeping them in excellent working condition throughout the contractual period and also to attend to the complaints of breakdown. The breakdown calls are to be effectively attended immediately on receipt of the complaint. **Moreover, the tenderer may specify any spare part (s) or circumstances which will not be covered under the CMC along with its cost.**

18. Hypothetical/conditional tenders shall not be entertained. Tender once submitted shall not be allowed to be withdrawn or altered. If the tender is withdrawn or altered by the concerned party at any time after it has been submitted, the tenderer may be debarred to participate in the tender process of the Supreme Court of India.
19. The tenderer must be registered with the requisite authorities as per Law and Rules that may be applicable for such services. They must have GST, VAT, Sales Tax, Service Tax certificate (Xerox copy to be attached with the offer) at the time of awarding of the contract, original certificate have to be produced.
20. The Registry will deal with the tenderer directly and no middlemen/agents/ Commission agents etc. should be asked by the tenderers to represent their cause and they shall not be entertained by the Registry. The tender form is not transferable and the agency shall not be permitted to transfer their rights and obligations to any other person/organization or otherwise.
21. Over-writing, over-typing or erasing of the figures which render its doubtful or ambiguous are not allowed and shall render the tender invalid.
22. The tenderers shall quote rates both in figures and words with blue/black ball pen. In case of any discrepancy, the figures mentioned in words will be considered.
23. The Registry, in its discretion, reserves the right to reject or accept any or all the tenders, wholly or partly, without assigning any reason thereof.
24. All the pages of tender document submitted therein must be duly signed and stamped failing which the offer shall be liable for rejection.
25. The Registry is not bound to accept the rates submitted by the lowest tenderer.
26. The tenderer has to mention its infrastructure and the annual business turn over of last 2-3 years.

27. The tenderer should submit proof of his domicile in Delhi-NCR along with address of the office.
28. The tenderer should have a well established workshop/infrastructure and possess minimum three years experience including in the Government Office. The tenderer shall provide unhindered access to such workshop to the officials of the Supreme Court Registry to ascertain the affirmative claim by the tenderer.
29. Each tenderer has to certify that all the terms and conditions are acceptable to him. The Security deposit shall stand forfeited in case of breach of any of the condition.
30. During the subsistence of contract, in case of breach of any condition or deficiency in service, the Registry shall have a right to terminate the contract and to entrust the work to another contractor. The loss, if any, sustained by the Registry on that account shall be recovered from the tenderer.
31. **The tenderers should specifically state whether rates are inclusive of GST (as applicable) and if it is not, it will be deemed that rates are inclusive of GST.**
32. The rates shall remain in force for the entire period of contract unless it is terminated. In case the Registry decides the term of the contract from 02 years to additional 03 years (02+03 = 05 years) in total, the same shall be done on the same rates.
33. Details of past experience of providing the maintenance services should be attached. Performance certificates from existing clients must also be attached with the tender documents.

C. TERMS AND CONDITIONS FOR SUCCESSFUL TENDERER

34. **The successful tenderer shall have to deposit performance security deposit @ 3% of the total amount of tender by way of 'Bank Guarantee' in favour of "The Registrar (Admn.), Supreme Court of India", New Delhi. The performance security will be released after 60 days of the successful completion of the contractual period or payment of the last bill, whichever is later.**
35. The successful tenderer would take up any reported fault immediately on receipt of the complaint even at odd hours and during holidays and shall rectify the fault as far as possible. The repairs would be carried out on-site itself. If for some reason, it is not possible to carry out the necessary repair at the place where the photocopier-cum-printer (MFD) is installed, prior permission in writing shall be taken before taking the item(s) to the workshop of the tenderer. However, in case the item is not likely to be repaired within 6 hours, the firm would provide a standby for the same till the faulty photocopier-cum-printer (MFD) is repaired and no extra charges will, however, be payable on this account.
36. Being a comprehensive contract, all liabilities arising out of any fault/replacement of any part etc. will be borne by the tenderer, if not mentioned separately otherwise.
37. No extra charges for replacement and repairing of the parts covered under the CAMC shall be made.
38. The tenderer shall maintain the equipment as per manufacturer's guidelines and shall use only standard/compatible/equivalent components for replacement. The original specifications/characteristics/features of the item shall not be changed without prior intimation to the Supreme Court of India.

39. The tenderer shall carry *out* preventive maintenance at least once in three months in respect of each machine under CMC. A certificate should be obtained by the tenderer from the concerned users *that* the preventive maintenance has been carried out satisfactorily at least once in three months and shall be enclosed along with logbook meant for carrying out preventive maintenance while submitting the quarterly bill of CMC payment.
40. At the end of each quarter, the tenderer shall submit a bill for quarterly CMC charges along with Preventive Maintenance Reports to be obtained by the tenderer from the concerned users to the effect that the equipment under CMC have performed satisfactorily during the quarter for which CMC charges are claimed. The payment shall be released only after submission of satisfactory performance certificates from the concerned users/Computer Cell during the relevant quarter by the tenderer. No advance payment would be made by the Registry to the tenderer in any case. However, quarterly payment after satisfactory completion of each quarter would be made. The approved contractor shall submit bill (in triplicate) on completion of each quarter *with satisfactory reports from the users regarding services/ repairs*. In this case, the tenderer will not be allowed to charge any extra amount for repair/replacement, if any after entering into comprehensive annual maintenance contract.
41. All payments shall be made as per applicable rules and after statutory deduction by the Supreme Court Registry.
42. The tenderer shall be responsible for regular cleaning of all hardware using suitable cleaning material and equipment for preventive and maintenance check-up of system including scanning of virus & recovery of data. Each of the equipment has to be cleaned at least once in three months. A register shall be maintained by the Resident Engineer showing the cleaning of each equipment which shall be produced to the concerned officer duly signed by the user (with the name and designation) certifying the satisfactory service rendered by the tenderer during the said period, for verification before submitting the quarterly bill.
43. The tenderer shall ensure that no damage is caused by its personnel to the

hardware or software while undertaking repair or preventive maintenance work to any of the machine, otherwise the contractor shall be liable to replace the damaged assembly or equipment or software or all of them at its own cost, expense, and further in case of such failure, the tenderer shall have to bear the cost of repair or replacement by any third party selected by the Registry.

44. The rates so quoted should be valid for a period of **Two Years** from the date of awarding of contract, as the repair work will be required to be done at different intervals during the Contractual Period as and when required. Rates quoted shall include costs of commuting, all spare parts including plastic parts of the machines except its consumables such as toner/cartridge & drum of the machines and no separate travelling charges shall be admissible.
45. If the work is found unsatisfactory or the visit of Resident Engineer to the worksite is not regular, the contract will be terminated by the Registry at any time without assigning any reason therefor. The decision of the Registry in this regard shall be final and binding on the firm.
46. Non-performance of the quarterly maintenance on time schedule will be treated as a pending complaint by the Registry and will be dealt with accordingly for applicable penalties.
47. Any loss or damage caused to any of the Registry's item by the successful tenderer while doing/performing the job shall be recovered from the successful tenderer and the decision of the Registry in this regard shall be final and unassailable.
48. The tenderer shall provide full details of the employees/engineers deployed for job. Police verification of the deputed person with no criminal record and with ID proof shall also be carried out by the contractor and record be maintained to this effect and further shall be verified from time to time so far.
49. The firm/contractor shall be responsible for any injury or accident to the employee/person deployed by them.

50. The Registry shall have no liability, financial or otherwise, for any harm/damage/injury incurred to the personnel deployed by the successful tenderer in the course of performing the work of this Registry. Neither the Contractor nor his workers shall have any claim on this Registry for compensation or financial assistance on this account.
51. The tenderers shall give an undertaking (**as per Annexure-'B'**) that the Firm/Partners/Director/Proprietor has not been blacklisted/banned by any Government Department/ Public Sector undertaking/Autonomous Body.
52. The successful tenderer will have to abide by the terms and conditions as may be fixed from time to time by the Registry.
53. The work executed by the firm should be to the satisfaction of the concerned Officer where work will be executed. If the same is not found satisfactory, the firm will have to do the job again at its own cost. The decision of the concerned Officer and of the Registry in this regard will be final and unassailable and binding on the tenderer.
54. Rates quoted shall include costs of commuting, delivery and no separate traveling charges shall be admissible.
55. On expiry of the CMC, the tenderer will have to handover the system/equipments under CMC in perfect working condition to the Registry failing which it shall be open to the Registry to get the equipments repaired from anywhere at the cost and risk of the tenderer and the expenses incurred by the Registry in this regard shall be deducted from the security deposit and outstanding dues, if any, of the tenderer. If the amount of security deposit and/or outstanding bills is found inadequate, the balance amount shall be payable by the tenderer to the Registry, which shall be entitled to recover the same. The decision of Registrar, Supreme Court of India in this regard shall be final and binding upon the tenderer.
56. The tenderer shall be required to maintain a complaint log book, duly recording the relevant information of complaint logged, location, status and

resolution mechanism, steps etc. Further, if and when directed by the Branch Officer, Computer Cell, the Resident Engineer of the tenderer may be comply with the above in the software/computer application in use by the Registry without any objection.

57. The tenderer shall ensure that all MFD/machines to be maintained are marked with apparently visible Asset Tags, mandatory for proper inventory and upkeep of the same. Such a list of tagged assets shall be periodically updated by the Resident Engineer of the tenderer on annual basis and submit a copy with Admn. Materials Branch and Computer Cell against written acknowledgement. It is clarified that the copy herein means physical (hardcopy) and softcopy. The asset tagging shall be affixed at a visible placed on the following parameters, data fields :

(i)	Asset ID	
(ii)	Product Description	
(iii)	Make & Model	
(iv)	Serial No.	
(v)	Purchase Date	
(vi)	Warranty Status	
(vii)	Warranty Expiry Date	
(viii)	Location : a) Section/Branch b) Room No. c) Floor d) Building Type	
(ix)	Status (Active/Inactive/Defective or under complaint)	

D. PENALTIES

58. The Registry reserves the right to terminate the contract at any time during the subsistence of contract, in case of breach of any conditions or deficiency in service, and to entrust the work to another dealer/vender and to recover the loss, if any sustained by the Registry from the tenderer.
59. If the job is not done within stipulated period and the Registry is forced to get it done from open market at higher rates, the tenderer will have to make payment of the loss caused to the Registry.
60. Any loss/damage sustained to the Registry's Photocopiers-cumPrinters will be recovered from the successful tenderer.
61. If any machine is not repaired by the tenderer within a day, and the tenderer fails to provide a standby, a penalty of ₹1,000/- (*Rupees One thousand only*) per day per equipment will be charged till such time the machine is repaired or appropriate standby is provided. In case the requisite parts are not available, the same should be replaced with the parts of optimum level of compatibility with the system.
62. If the Resident Engineer (s) to be deputed for maintenance of equipment remains on leave or absent, a suitable substitute shall immediately be provided, failing which **deduction of ₹1000/- (*Rupees One thousand only*) per day** of leave/absence of each such service *engineer* shall be deducted from the security *and/or outstanding* bills of the tenderer. The decision of *The Registrar, Supreme Court of India*, in this regard shall be final and binding upon the tenderer.
63. Irrespective of the fact as to whether or not the Registry gets the job done or not from the outside, a penalty of 1% per day subject to maximum penalty of 10% of total cost of delayed job will be levied.

64. Even after award of the contract, the Registry reserves the right to terminate the same at any point of time during the contract period , if services of the successful tenderer are not found satisfactory.
65. The security deposit shall stand forfeited in case of breach of any of the conditions mentioned herein or if the work is found unsatisfactory/ not as per specifications.

E. SUBMISSION OF TENDER

Interested parties may send their tenders in two sealed envelopes containing **(i) 'Earnest Money for CMC of 'Xerox Photocopiers-cum-Printers'** and **(ii) Tender Document/Financial bid for CMC of 'Xerox Photocopiers-cum-Printers'** respectively addressed by name to the undersigned or may be handed over personally to Registry's Reception Counter No. 17 (R&I) on or before **01.08.2022 upto 3:00 PM which will be opened at 3:30 PM on the same day** by a Committee of Officers constituted for the purpose before the tenderers or their authorised representatives who may wish to remain present. The tenders received after due date and time and/or time and without Earnest Money will not be entertained. In the first instance, envelopes containing Earnest Money will be opened. Thereafter, the envelope containing tender documents will be opened.

Sd/-
(Anil Kumar Sharma)
Additional Registrar (AM)
09.07.2022

Encls : Annexures - 'A' & 'B'

SUPREME COURT OF INDIA
Admn. Materials (P & S)

**Last date for submission of
Tender : 1st August upto 03:00 PM
at Reception Counter No. 17 (R & I)**

F.No.33/AMC/Xerox-photocopiers/22/SCI(AM)
Dated : 9th July 2022

**Proforma To Be Filled by the Tenderer for Comprehensive Maintenance
Contract for ‘Xerox Photocopiers-cum-Printers (MFD)’**

1. (a) Name of the tenderer with complete address :

- (b) Type of organisation
(Proprietor/ Partnership/Registered/Private Ltd) :

- (c) PAN No(s) (Photocopy to be enclosed) :

- (d) GST No. (Photocopy to be enclosed) :

- (e) Fax No. /e-mail ID :

- (f) Website, if any :
2. Contact Person with Name :
with Telephone/ Mobile No.
3. Annual turnover during last three years :
(enclosed audited balance sheet for three years)
4. Details of major clients :

5. Name and Mobile Number of the qualified Engineers :

6. Whether tender document (all pages) duly signed, stamped and legible :

7. Declaration regarding black listing or otherwise :

8. Any other information, please specify :

9. Rates for CMC :

<i>Make & Model of Xerox Photocopier-cum-printer (MFD)</i>	<i>Qty</i>	<i>CMC rate per unit/ per year</i>	<i>Total cost for 01 (one) year with one Resident Engineer</i>	<i>Total Cost for 02(two) years with one Resident Engineer</i>
<i>'Xerox Versalink B7025' photocopier-cum-printer (MFD) with wifi and Ubuntu</i>	<i>27</i>			
<i>Percentage of GST, if applicable</i>	<i>-</i>			
<i>Total Amount</i>	<i>27</i>			

Note : *The above mentioned equipments are to be covered under Comprehensive Maintenance Contract which includes repair/replacement of all spare parts including plastic parts, connection cords, installation of devices, drivers etc. Moreover, company/tenderer may specify any spare part (s)/ circumstances which will not be covered under CMC hereinbelow along with its cost.*

1. ____

2. ____

3. ____

I/we certify that the information furnished above is true and correct. The terms & conditions are acceptable to me/us.

Dated :

Place :

Authorised Signatory of the firm
Name(s) and address of the firm (with stamp)

ANNEXURE-B

UNDERTAKING

I/We undertake that (name of the company) has not been blacklisted/banned by any Government/Public Sector undertaking/Autonomous Body.

Signature of the authorised/
signatory of the firm/company
organization/official stamp/seal

Dated :

Place :