

Notice Inviting Tender(NIT)

NIT No.ROC No.191/2022-CPS

**Amaravati,
7th March, 2024**

The Registrar (IT-cum-CPC), High Court of Andhra Pradesh, Amaravati hereby invites sealed bid for **“Leasing of 90 PPM or above Heavy Duty High Speed Industrial MFD Printers under Manage Print Services for Judicial Sections in the Interim Judicial Complex at Nelapadu as per following details:**

Tender Activity Schedule

| | |
|---|---|
| Product Requirement | Lease of 90 PPM or above Heavy Duty High Speed Industrial MFD Printers user Manage Print Services for Judicial Sections of Interim Judicial Complex at Nelapadu (As per scope of services given in the “Annexure – A”) |
| Quantity Required | Heavy Duty High Speed Industrial MFD Printers –Ten (10) Nos. |
| Eligibility Criteria | As Per Eligibility Criteria Given In Annexure “B” |
| Payment Terms | 100% monthly payment against receipt of brand new and defect free material and services at the High Court. |
| Delivery Terms | FOR Up to Interim Judicial Complex at Nelapadu. |
| Warranty Terms | As Per Bid Document |
| Billing Address | The Registrar (Administration), High Court of Andhra Pradesh, Nelapadu, Amaravati. |
| Printer Installation Site | Judicial Sections, Interim Judicial Complex, Amaravati. |
| Last Date of submission of Sealed Techno-Commercial Bid | Upto 1700 Hrs. on 11th March 2024, at High Court of Andhra Pradesh, Nelapadu, Amaravati. |
| <ul style="list-style-type: none"> Bidders to comply with Rule144 (xi) of GFR 2017 (refer Office Memorandum of Department of Expenditure dated 23rd July 2020 https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf Preference to Make in India: As per the revised order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 04.06.2020.The purchaser reserves the right to give preference to the local supplier. https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf | |

Sealed Envelope should be marked with “**Lease of 90 PPM or above Heavy Duty High Speed Industrial MFD Printers user Manage Print Services for High Court of Andhra Pradesh at Amaravati**”

Interested suppliers/service providers who meet our requirements should submit no regret techno commercial proposal along with product catalogue in a **sealed envelope latest by 11th March, 2024 by 16:00 Hrs.** at below given address

**To
The Registrar (IT-cum-CPC),
High Court of Andhra Pradesh,
Nelapadu, Amaravati, Guntur District.**

Note: High Court reserves the right to reject/modify/cancel the tender without assigning any reason(s) thereof.

Annexure “A”

Lease of 90 PPM or above Heavy Duty High Speed Industrial MFD Printers under manage print services for HIGH COURT OF ANDHRA PRADESH AT AMARAVATI, GUNTUR

The bidder is expected to provide OEM Support for the Printers. In this respect following is expected from the bidder.

- As per defined Statement of Work (SOW).
- Bidder along with associated OEM should commit to provide all necessary resources and expertise to resolve any carry our required changes, optimizations and modification so that complete system as a whole is operational to the satisfaction of HIGH COURT.

Technical Specification & Scope of Services/Work:

- The selected bidder needs to check with OEM regarding the state of support renewals and enter into back to back OEM support. Reinstatement charges, if any, have to be borne by the bidder.
- **HIGH COURT Managed print services solution for TEN (10) numbers of Heavy Duty High Speed Industrial MFD Printers.**
- **All new printer should be supply by OEM / Bidder as per mentioned requirement/specification**
- All A3 printers required with minimum 90 or above PPM Network Printing, Scan to Mail, Scan to Folder, Scan to PDF, 1 A4 paper tray, 1 A3 paper tray, 1 by pass tray, printer trolley, pass word restriction option in printer for copy & printing. Automatic mail floating by printer in case of toner requirement & breakdown.
- The bidder has to supply all consumable (except paper & power) & parts of printer supplied in same agreement.
- A3 size print will be charge at the rate of two impressions of A4.
- Installation of product in different computer, support services, supplies services, service portal, remote monitoring.
- Bidder should ensure that Renewal of OEM support should be done within five (5) working days from issue of Purchase Order (Contract Award Document).
- Selected bidder along with OEM has to assess and certify HIGH COURT, IT Infrastructure to ensure compliance at the start of contract. Necessary support required to configure/reconfigure the IT Infrastructure as per the entitlement should be provided to comply with agreement. Whenever required, selected Bidder's/OEM's engineer has to report onsite to ensure functionality of printer and appropriate configuration of component software.
- Selected bidder and OEM have to work closely with HIGH COURT IT team and provide necessary support for fault diagnosis and/or rectification.
- Selected bidder along with OEM has to follow response time of 4 Hrs and Resolution Time of 24 Hrs. for fault rectification.
- In case problem is not resolved or part not available within 48 Hrs.OEM/supplier has to provide similar standby printer within 96 hrs.

Consumption (Per Printer)

- Per day Cumulative Consumption of **Heavy Duty High Speed Industrial MFD Printers** A4 is on a average of 6000 Prints (Quantity Variation is +/- 10%).

General Terms & Conditions:

Payment Terms:

At the end of month, the successful bidder/contractor shall submit the bill for each machine separately giving the proof of photocopies/prints taken from respective Heavy Duty High Speed Industrial MFD Printers user Manage Print Services for High Court of Andhra Pradesh at Amaravati”

The payment shall be released within 30 working days from the receipt of bill after deducting penalty, if any. The payment shall be released through CFMS, Government of Andhra Pradesh.

Delivery and Installation Period

Maximum two (2) Weeks from the date of Order. The installation report should be signed by the bidder engineer jointly with authorized HIGH COURT personnel/representative. The Heavy Duty High Speed Industrial MFD Printers (Scanner/Photocopier/Printer) are to be delivered and installed at offices of “HIGH COURT”. The successful bidder will have to adhere to the delivery schedule strictly.

Service/Maintenance of Heavy Duty High Speed Industrial MFD Printers during the contract period: Service/Maintenance in respect of Heavy Duty High Speed Industrial MFD Printers shall cover all spare parts, consumables including Toner, Developer, Drum etc., labor and software. All Heavy Duty High Speed Industrial MFD Printers are to be repaired as and when required basis.

The Maintenance Jobs will include the following:

- Service ability of Heavy Duty High Speed Industrial MFD Printers at 100% satisfaction level.
- Maintenance of Heavy Duty High Speed Industrial Heavy Duty High Speed Industrial MFD Printers include periodic servicing/cleaning, repair of all minor and major components and whenever necessary replacement of parts without any additional cost.

Training:

- The Bidder shall provide training for installation, maintenance to operative staff of HIGH COURT free of cost, as and when required at the premises of HIGH COURT.
- HIGH COURT shall specify in his supply order the number of trainees, quantum of proposed training, pre-training qualifications required.
- The bidder shall provide all training, material and documents at his own cost.

Contract Period: 12 Months initially from the date of award of contract. However, the validity of contact period can be extended up to maximum of **5 Years** on mutual agreed terms and conditions.

Price Validity: Rates are valid for sixty (60) Months from the date of award of contract.

Negotiations: HIGH COURT reserves the right to negotiate, if needed, with the L1 bidder(s) to reach agreement on all points and signing of contract.

Termination by Default:

- HIGH COURT reserves the right to terminate the contract as its discretion at anytime without assigning any reason, thereof.
- HIGH COURT may, without prejudice to any other remedy for breach of contract, by written notice of default sent to bidder, terminate the Contract in whole or part:
 1. If the bidder fails to provide services within the period specified in the contract or any extension thereof granted by the HIGH COURT.
 2. If the bidder fails to perform any other obligations under the contract.

Force Majeure: If, at anytime, during the continuance of the agreement, the performance in whole or in any part by either part of obligation under the agreement shall be prevented or delayed by reasons of any war, hostile acts of the enemy, civil commotion, subrogate, fire, floods, earthquakes, explosions, epidemics, strikes and quarantine restrictions by acts of God, (herein after referred to as eventualities) then provided notice of the happening of any such eventualities is given by either party to the other within two days from the date of occurrence thereon, neither party shall, by reason of such eventualities be entitled to terminate this contract agreement nor shall either party have any claim of damages against the order in respect of such non-performance or delay in performance.

Performance of the contract agreement shall, however, be resumed as soon as practicable after such eventuality has come to an end.

Liquidity Damages: If the seller fails to delivery any or all the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, HIGH COURT will be entitled to deduct/recover the liquidity damages for the delay, unless covered under Force Majeure conditions aforesaid, @0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever.

Preference to Make In India (MII):

Bidder with at least Class2 supplier will be given preference in view of Public Procurement Order (Preference to Make in India) 2017 and its amendment. In order to achieve, bidder shall provide additional proof for localization. If no bidder is found with localization content as mentioned above during technical evaluation, then other bidders may be considered accordingly.

Assignment:

The supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with purchaser's prior written consent.

Subcontracts:

The supplier shall not subcontract this contract in whole or in part.

Applicable Law:

The law shall be interpreted in accordance with appropriate Indian Laws.

Arbitration/Dispute Resolution:

In case any disputes arise out of the contract the party shall try to negotiate the same within 30 days of such dispute. In case the matters remain unresolved the same shall be referred to the arbitration in accordance with Arbitration and Conciliation Act, 1996 after giving the notice of such reference to the other party. The Arbitral Tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and both the arbitrators shall appoint the presiding arbitrator with mutual consent. The venue of the arbitration shall be

Andhra Pradesh and the language preferred will be English. The award of the Arbitral Tribunal shall be final and binding on the parties.

Jurisdiction:

The jurisdiction for the purpose of settlement of any dispute of differences whatsoever in respect of or relating to or arising out of or in any way touching this contract or the terms and conditions thereof of the construction and/or interpretation thereof shall that of the appropriate court in Andhra Pradesh. The jurisdiction of any other court in place other than Andhra Pradesh is specifically excluded.

Confidentiality of the Document:

This tender document is confidential and HIGH COURT shall ensure that anything contained in this Tender Document shall not be disclosed in any manner, whatsoever.

Confidentiality:

The vendor shall keep confidential any information obtained under the contract and shall not divulge the same to any third party. In case of non-compliance of the confidentiality agreement, the contract is liable to be repudiated by HIGH COURT. HIGH COURT shall further have the right to regulate vendor staff.

The vendor shall not divulge to any person handling other divisions, subsidiaries or groups of vendor and its services support agency any information obtained by it in the course of its execution of its work and all the information gathered by the vendor shall be treated as professional communication and confidential. Any violation of this clause shall be liable to termination of the contract and no lease rent for the remaining period will be paid.

Annexure-B

Technical Eligibility Criteria

Only those interested bidders who satisfy the following eligibility criteria should respond to this Tender. Bidders shall submit proper documentary proof mandatorily, for each of the clause.

| SI No. | Clause | Documentary Proof |
|--------|--|---|
| 1. | The Bidder shall be an Original Equipment Manufacturer (OEM) of the items or an Agency Authorized by OEM. | Authorization Letter form OEM Mentioning the Tender ID/NIT No. |
| 2. | The Bidder must be a company registered in India under Companies Act 1956 or Partnership Act 1932 and should have been in operation for a period of at least 3 Years as on tender published date (Trusts and Societies are not eligible to bid for this project) | Certification of Incorporation/ Company Registration Certificate. Valid GST Registration Certificate & PAN Card |
| 3. | Compliance Sheet | Bidder must upload Technical Specification Compliance Sheet as Per Tender Document |
| 4. | The OEM/ Authorized by OEM (Bidder) should not be declared blacklisted/ ineligible/ debarred by any Government or Private Organization or as been found to have been engaged in activities or practice which are corrupt, fraudulent, non-satisfactory work performed or any other unethical business practices, as on date of bid submission. | Self-Declaration from the Bidder as per Annexure – C form Authorized Signatory of the Firm. |
| 5. | Escalation Matrix for Service Support | Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support. |
| 6. | Availability of Service Centers: Bidder/OEM must have a functional Service Centre in Guntur or Vijayawada for carry-in warranty. | Bidders must provide the location of services centers. |
| 7. | The Bidders (OME or Authorized by OEMs) should have turn-over as detailed in last 3 financial years. | Supporting Documents Such As: Certified letter to be submitted from Chartered Accountant who is auditing the company clearly mentioning whether the Bidder Company is running with Profit/ Loss–year wise for the last 3 years |

Note:

- HIGH COURT at Amaravati reserves the right to verify, if it so desires, the correctness of documentary evidence furnished by the bidder.
- High Court, reserves the right to seek clarifications if any, regarding the documents submitted or any information furnished by the bidder.
- In the absence of the any supporting documents stated above, the bid will be rejected.

Commercial Bid Evaluation:

All commercial bid details of technically qualified bidders only shall be considered for financial evaluation. The vendor who quotes the lowest value for Grand Total in Annexure – D (Financial Bid) shall be declared as L1.

Annexure-C Declaration

(On company Letter Head)

We declare and confirm that we have not been blacklist or deregistered by any central/state government department or public sector undertaking and none of our works had ever been terminated by client afterward of contract, during last three years. We acknowledge the right of the Employer, if he finds to contrary, to declare our Tender to be non-compliant and shall be liable for cancellation without any notice at the sole discretion of HIGH COURT.

Signature & Seal of the Bidder

Annexure-D

Financial Bid For Leasing of 90 PPM or above Multifunction Printers user Manage Print Services for HIGH COURT of Andhra Pradesh at Nelapadu, Amaravati, Guntur District.

| SI No. | Product Description | HSN Code | Quantity | Unit | Unit Rate (INR) | Amount (INR) |
|------------------------------------|--|----------|-----------------------|--------|-----------------|--------------|
| 1 | Monthly Rent Charges for Single Mono 90 PPM or above Printer | | 10 | Months | | |
| 2 | A4 Per Print Charges (Mono) | | 1 | Print | | |
| 3 | No.of free copies per month per machine | | Per machine per month | | | |
| Total Value In INR | | | | | | |
| GST% | | | | | | |
| Total Value Inclusive of GST (INR) | | | | | | |

Note: Price of 1 No. Copy of A3 Size=Price of 2 Nos. of A4 Size Will Be Considered.