No. KolDRT-2/10/7/2019-AMC/
Government of India
Ministry of Finance
Department of Financial Services
Kolkata Debts Recovery Tribunal No.2

42C, Jawaharlal Nehru Road,
Jeevan Sudha Building, 7th Floor,
Kolkata - 700071. Date: 24-08-2020

**Tender Document**

FOR PROVIDING ANNUAL MAINTENANCE CONTRACT FOR COMPUTERS, PERIPHERALS AND LOCAL AREA NETWORKING SYSTEM TO KOLKATA DEPTS RECOVERY TRIBUNAL NO. 2, 42C, JAWAHARLAL NEHRU ROAD, JEEVAN SUDHA BUILDING, 7TH FLOOR, KOLKATA - 700071 BY AUTHORISED SERVICE PROVIDERS OF COMPUTERS AND PERIPHERALS.

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<th>24th August, 2020</th>
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<td>18th September, 2020</td>
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<td>Date &amp; Time for opening of Tender Document Technical Bids</td>
<td>21st September, 2020</td>
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<td>Financial Bids for eligible Bidders</td>
<td>21st September, 2020</td>
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1. e-TENDER NOTICE

e-Tenders are invited by the Kolkata Debts Recovery Tribunal No.2, Ministry of Finance, Department of Financial Services in two bid system (i.e., Part I - Technical Bid and Part II - Financial Bid) for annual maintenance contract of the computers and peripherals and the local area networking system installed in the Tribunal located in Kolkata/West Bengal initially for a period of one year. The contract can be extended further for two years, one year at a time subject to mutual consent / agreement and based on satisfactory performance during the period on the same terms and conditions.

2. The tender documents can be downloaded from the website "http://eprocure.gov.in/eprocure/app" and from the website https://drt.gov.in/front/pubnotice.php from 24-08-2020 to 18-09-2020 (up to 6:00 pm).

3. The interested service providers may submit the tenders in the letter box placed at the Ground Floor of Jeevan Sudha Building, Kolkata - 700071 addressed to Registrar, Kolkata Debts Recovery Tribunal No.2, 42C, Jawaharlal Nehru Road, Jeevan Sudha Building, 7th Floor, Kolkata - 700071 in two bid system (i.e., Part I - Technical Bid and Part II - Financial Bid) in the prescribed proforma. All the documents in support of eligibility criteria etc, are also to be submitted along with the Tender Documents.

(Shibatosh Banerji)
Secretary/Registrar
Registrar
Kolkata DRT-2
2. CONDITIONS OF CONTRACT

1. Place where work to be done

Kolkata Debts Recovery Tribunal No.2, 42C, Jawaharlal Nehru Road, Jeevan Sudha Building, 7th Floor, Kolkata - 700071.

2. Scope of work

The firm will have to provide the service during the period of contract in a timely manner. All the problems that may be reported by Kolkata DRT-2 regarding service of the computers, its peripherals and networking system must be attended by the contractor within 12 hours of such reporting. The contractor should examine the machines on monthly basis and submit a report of inspection to Kolkata DRT-2.

3. Payment Terms

3.1 Payment will be made on half yearly basis after submission of the bills.

3.2 The payment shall only be released on confirmation of satisfactory service of the machines mentioned in the work order.

3.3 The contractor will have to enclose the regular inspection report along with the invoice.

4. Period of Contract

The contract shall be initially for a period of one year. However, Kolkata DRT-2 at its discretion may extend the contract for a further period as per terms & conditions of contract on the same rate.

5. Pre-bid inspection / survey

The bidder may visit Kolkata DRT-2 to have an understanding of the requirement, during working hours of the Kolkata DRT-2.

6. Earnest Money

An earnest money of Rs 10,000 in the form of Demand Draft in favour of Registrar, Kolkata Debts Recovery Tribunal No.2 is to be submitted along with the tender document without which quotations will not be considered. Late receipt of earnest money viz. after closure of bidding time or non-receipt of earnest money will make the bidder disqualified and that the bid will not be considered. The earnest money will be returned to the without interest to the unsuccessful bidders after the completion of the tender procedure. For the successful bidder, the earnest money deposited will be returned without interest on receipt of the performance guarantee.
7. Supply of damaged items

If, the contract is made with spare parts, then the contractor should replace the damaged parts within 7 days by the original spares. If at any stage it is found that the spares replaces are not original, the contract will be terminated and the amount kept towards performance guarantee will be forfeited and the company will be blacklisted.

8. Termination of contract

The designated officer of Kolkata DRT-2 reserves the right to terminate the contract with an advance notice of one month without assigning any reason. The contract can also be terminated at the request of the contractor, with an advance notice of three month failing which the contractor is liable to pay liquidated damages besides forfeiture of the performance guarantee.

9. General Line

Whenever under this contract any sum of money is recoverable form and payable by the contractor, Kolkata DRT-2 shall be entitled to recover such sum by appropriating in part or in whole the performance guarantee of the contractor. In the event of the performance guarantee being insufficient the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the contractor or which at any time thereafter may become due to the contractor under this or any other contract with Kolkata DRT-2. If this sum is not sufficient to cover the full amount recoverable, the contractor shall pay Kolkata DRT-2 on demand the remaining balance due.

10. Sub-contracting

The bidder cannot assign or transfer and sub-contract its interest/obligations under the contract without prior written permission of Kolkata DRT-2.

11. Arbitration

11.1. In the event of any dispute arising between Kolkata DRT-2 and the contractor in any matter covered by this contract or arising directly or indirectly therefrom or connected or concerned with the said contract, the matter shall be referred to the Presiding Officer, Kolkata DRT-2 who may himself act as sole arbitrator, and officer of Kolkata DRT-2 notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Act shall apply to such arbitration. The contractor expressly agrees that the arbitration proceedings shall be held at the Kolkata DRT-2 and the decision given by the Presiding Officer shall be binding on both the parties.

11.2. In case any contractor wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Kolkata shall have the jurisdiction.

12. Resolution dispute

12.1 If any dispute arises between the parties hereto during the subsistence of thereafter in connection with the validity, interpretation, implementation, breach of
any provision of the contract or regarding a question, including the questions as to whether the termination of the contract by one party hereto has been legitimate, both parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts which shall continue for not less than 30 days, give 15 days’ notice thereof to the other party in writing.

12.2 The place of the arbitration shall be Kolkata DRT-2, Kolkata.

12.3 The arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.

12.4 The proceedings of arbitration shall be in English language.

13. **Termination for default**

13.1 Kolkata DRT-2 may, without prejudice to any other remedy for breach of contract, shall send a notice to the contractor to terminate this contract in whole or in part under the following circumstances:

- If the contractor fails to deliver any or all the services mentioned in the contract, or any extension thereof granted by Kolkata DRT-2.
- If the contractor fails to perform any other obligations under the contract.
- If the contractor, in either of the above circumstances, does not remedy its failure within a period of 15 days (or such longer period as Kolkata DRT-2 may authorize in writing) after receipt of the default notice from Kolkata DRT-2.

13.2 In the event Kolkata DRT-2 terminates the contract in whole or in part pursuant to above para Kolkata DRT-2 may hire the contractor at the risk and cost of working contractor under contract as Kolkata DRT-2 deems appropriate. However, the contractor shall continue the performance of the contract to the extent not terminated.

14. **Right to blacklist**

Kolkata DRT-2 reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

15. **General Terms and conditions**

15.1 In case of failure on the part of approved contractor to provide service as per the service contract within the stipulated period, the Tribunal shall be at liberty to service the machines from other sources and the approved contractor shall be liable to pay the excess amount which this Tribunal may have to incur being the difference of actual amount of purchase minus the amount as per approved rates. If the failure continues for the second time or repeated on the part of the approved contractor, the contract shall be cancelled and performance security would be forfeited apart from taking other legal action by this Tribunal.

15.2 In case the contractor fails to provide service in time or dishonours the contract in any way, the contract awarded shall be liable for outright
cancellation/termination, without assigning any reason thereof, and the security
deposit and payment due to him, if any, shall also be forfeited. The Tribunal is free
to entrust the job to any other firm/party at the risk and expenses of the defaulting
contractor. In this connection, decision of the competent authority in the Tribunal
shall be final and binding on the contractor.

15.3 No advance payment will be made under any circumstances.

15.4 The Tribunal will have the authority to select more than one firm for award of
contract based on L-1 rates quoted by the bidder for particular items. This Tribunal
further reserves the right to decide whether a firm should be selected for supply of
some or all items listed in the tender.

15.5 The firms must not make any compromise on quality. Only original parts are
to be supplied. In case it is found at some stage that the quality is inferior to that
already approved, the contract is likely to be cancelled and suitable penalty
imposed on the firm, as decided by the Tribunal, which can be extended to
blacklisting of the firm also.

15.6 The bidder should be able to provide the name and mobile number of a person
who can be contacted at any time, even beyond office hours. The person should be
capable of taking orders and arrange for supply of the desired items, even at short
notice.

15.7 The rates approved in this Tender shall be valid for the whole of the period of
the contract and no upward revision will be allowed during the period of the
contract.

15.8 The payment will be made through ECS on receipt of pre-receipted bill in
triplicate.

[Signature]

Registrar
Kolkata DRT-2
3. ELIGIBILITY CRITERIA

1. The firm must submit copy CA Certificate for the last three years, viz., 2016-17, 2017-18, 2018-19, Balance Sheet and Profit and loss Account along with the Technical Bid.

2. The bidder shall have annual turnover of not less Rs Fifty Lakhs.

3. The firm must have a minimum experience of 3 years and have executed similar works during last three years (viz, 2016-17, 2017-18 and 2018-19) in Ministries/Government Departments/State Government/PSUs etc. Certificates issued by an officer not below the rank of Section Officer are to be attached with the Technical Bid.

4. Copy of the PAN Card is to be attached with the Technical Bid.

5. Copy/Proof of GST No. is to be attached with the Technical Bid.

[Signature]
24/8/2020
Registrar
Kolkata DRT-2
## 4. PROFORMA FOR TECHNICAL BID

<table>
<thead>
<tr>
<th>SL. No.</th>
<th>Particular</th>
<th>Documents to be attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the firm/company/agency</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Complete address of the firm &amp; Telephone No.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Name, address &amp; telephone number of the proprietor</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Whether EMD of ` 10,000 enclosed in the prescribed form</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Annual turnover of the firm for the last three years (with proof) (2016-17, 2017-18, 2018-19) in the form of CA's certificate/last three years' balance sheet/profit and loss account.</td>
<td>CA's certificate/ last 3 years' balance sheet/ profit &amp; loss account to be attached</td>
</tr>
<tr>
<td>6</td>
<td>Copies of tender/work award letter for undertaking similar work in Ministries/Departments/State Government/PSUs /Banks and a list of clients to whom the firm is tendering its services for the last three years. (Certificate issued by officers not below the rank of Section Officer).</td>
<td>Copies of tender/work award letter. Certificate issued by an officer not below the rank of Section Officer to be attached</td>
</tr>
<tr>
<td>7</td>
<td>Copies of the latest valid authorization certificate issued by the concerned company i.e., HP/Lenovo/Panasonic/Cannon, if any</td>
<td>Copy of the latest valid authorization certificate issued by the company to be attached.</td>
</tr>
<tr>
<td>8</td>
<td>Copy of latest Income Tax return and PAN Number (with proof) to be attached</td>
<td>Copy of latest Income Tax return and PAN to be attached</td>
</tr>
<tr>
<td>9</td>
<td>Copy/Proof of GST Account No. is to be attached with the Technical Bid</td>
<td>Copy/Proof of GST account No. to be attached</td>
</tr>
</tbody>
</table>

(Signature & Stamp of the bidder)

Registrar
Kolkata DRT-2
5. **Proforma for Financial Bid.**

*(TO BE SUBMITTED IN THE LETTER HEAD OF THE COMPANY/FIRM)*

Sub:- Annual Maintenance Contract for the Computers and peripherals installed in the premises of Kolkata Debts Recovery Tribunal No.2

With reference to the above, I / We hereby agree make an annual maintenance contract for the Computers and peripherals as per the rates mentioned below

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of Machines</th>
<th>No. of Machines</th>
<th>Rate for without parts AMC</th>
<th>Rate for with parts AMC</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Personal Computers</td>
<td>26</td>
<td>D</td>
<td>E</td>
</tr>
<tr>
<td>1.</td>
<td>HP Laser Jet Printers</td>
<td>22</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Panasonic KX-MB2120 Super G3 Printer</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Flatbed Scanner</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>UPS</td>
<td>23</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Local Area Networking system</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of the bidder
Name of the bidder
Seal of the bidder

Date & Place

Register
Kolkata DRT-2
6. INSTRUCTION FOR BID SUBMISSION

1. Tenders to be submitted in sealed envelopes.

2. The tender document will be in two parts i.e., (i) Technical Bid and (ii) Financial Bid, neatly typed in the prescribed proforma and in two separate envelopes put in a bigger cover which should also be sealed and duly subscribed “BID ANNUAL MAINTENANCE CONTRACT FOR COMPUTERS AND PERIPHERALS” on it.

3. The tenders should be addressed to the Secretary/Registrar, Kolkata Debts Recovery Tribunal No.2, 42C, Jawaharlal Nehru Road, Jeevan Sudha Building, 7th Floor, Kolkata - 700071 and be dropped in the letter box placed at the ground floor, Jeevan Sudha Building, Kolkata - 700071. The tenders may also be sent by Speed Post/Courier at the above address on or before the last date of receipt of tender, i.e., on 18-09-2020 at 6:00 pm.

Registrar
Kolkata DRT-2
7. TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

To

______________________________

______________________________

______________________________

Sub :- Acceptance of Terms & Conditions of Tender.
Tender Reference No.______________________________

Name of Tender/Work :-

______________________________

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned Tender/Work for the website(s) namely: https://drt.gov.in/front/pubnotice.php as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. ................ to ................ (including all documents like annexure(s), schedule(s), etc.) which form part of the contract agreement and I/We shall abide hereby by the terms/conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organization too have all been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totally / entirely.

5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

Kolkata DRT-2
Registrar

24/18/2020