

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Dated: 21/11/2019

Re: NOTICE INVITING QUOTATION FOR MAINTENANCE CONTRACT OF KODAK SCANNERS i1420 and i3400

Sealed Quotations are invited for Execution of Maintenance Contract of 20 Nos. i1420 and 12 Nos. of i3400 Kodak Scanners for a period of one year.

TERMS AND CONDITIONS

1. The Sealed Proposals, addressed to *THE REGISTRAR (COMPUTERIZATION & IT), PUNJAB AND HARYANA HIGH COURT SECTOR-1, CHANDIGARH'* should reach in this office latest by 7-12-2019 till 04:00 P.M. Any offer received thereafter will not be entertained. The word "*AMC FOR KODAK SCANNERS i1420 and i3400*" should be clearly inscribed on the top of the sealed envelope containing the Proposal.
2. It is made clear here that merely quoting lowest rates will not entitle any offer for its acceptance rather decision with regard to the acceptance of the offer would be taken by the Hon'ble Computer Committee after weighing proposal in its entirety e.g. experience of the vendor in the field, ability to provide timely maintenance services at the spot, qualification/experience of technical manpower to be deputed etc., suitability to Hon'ble Judges, goodwill of the firm, etc. The High Court reserves its right to reject any or all the bids without assigning any reason.
3. The Maintenance Contract will be for one year which may be renewed for further period of one year on the same terms and conditions, provided satisfactory services to the satisfaction of the High Court. However, High Court can terminate the contract at any time by giving three months notice in writing.
4. Maintenance Contract will include all parts and spares of the Kodak scanners i1420 & i3400 and labour including repairs/ replacement.
5. Unscheduled, on call, corrective and remedial maintenance service to set right the malfunctions of the system. This includes replacement of unserviceable parts. The parts replaced will either be new parts or equivalent in performance to new parts. Whether a defective item or components is to be replaced or repaired shall be at the sole discretion of vendor. In the case of a part, the defective part removed from the system will become the property of vendor.

6. The vendor to depute well qualified and trained Technical manpower to this High Court for the immediate attendance of complaints.
7. In case of any fault the same will be rectified immediately and in case the problem is likely to take more than 1 business days, the vendor will make stand-by arrangement so as to ensure smooth functioning of the urgent Court/office work.
8. The firm will be providing basic preventive maintenance to the equipment every 3 months to ensure that the scanners remain in good working conditions as the company finds it necessary for the long and proper functioning of the equipments.
9. To indemnify and keep indemnified the High Court, the firm will furnish Bank Guarantee to the extent of 25% of the total consideration amount, valid for the period of Maintenance Contract, for the losses and damages that may be caused to or suffered by the High Court in the event of continuous and consistent non-performance as agreed upon in the above order of the equipment under Contract.
10. If the services provided by the firm are not found satisfactory, the High Court retains the right to terminate the Contract at any time and even Bank Guarantee provided will be liquidated.
11. The equipment will be handed over back to this High Court after the period of Maintenance Contract in good working condition.
12. Any question, dispute or difference arising under the contract, shall be referred to the Arbitrator, who shall be appointed by the Registrar General of this High Court. The award of the Arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be Chandigarh. The proceedings will be conducted in accordance with the Arbitration and Conciliation Act, 1996 and the Rules made thereunder.
13. That Courts at Chandigarh alone shall have jurisdiction in all matters arising out of or connected with this Agreement.

*Jagpreet Singh*  
19.11.2019  
Joint Registrar (C & IT)  
for Registrar General  
*(Signature)*