## HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

No. 1253 Spl/Computer/CB-9 Dated: 12|05|2023

Re: NOTICE INVITING QUOTATIONS FOR THE ANNUAL MAINTENANCE CONTRACT OF KODAK i1420 and i3400 SCANNERS.

Sealed Quotations are invited (within tri-city) for Execution of Annual Maintenance Contract of 20 Nos. i1420 Kodak Scanners and 12 Nos. of i3400 Kodak Scanners, installed in the premises of this Court, w.e.f. 15.09.2023.

## TERMS AND CONDITIONS

- 1. The Sealed Proposals, addressed to THE REGISTRAR (COMPUTERIZATION), PUNJAB AND HARYANA HIGH COURT SECTOR-1, CHANDIGARH' should reach in this office latest by 1<sup>st</sup> June, 2023 till 5:00 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 valid for one year.
- 4. Maintenance Contract shall include repair of all parts and spares of the Kodak scanners: i1420 & i3400, including labour.
- 5. Consumable items such as feed module, seperator module, tyres, shaft take away, shaft drive exit, image guide lower, shaft assy drive exit, shaft assy drive, shaft assy drive take away (gear shaft), belt timing, shaft assy take away, cable FFC, base rear camera, seal flat cable, cover base right on off switch etc. will be provided by this court.
- 6. The vendor to depute well qualified and trained technical manpower to this 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 10% 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 arid the Rules made there under.

13. That the Court at Chandigarh alone shall have jurisdiction in all matters arising out of or connected with this Agreement.

Deputy Registrar (Computer) for Registrar General