

Office of the Director
West Bengal Judicial Academy
Bijan Bhaban, H.A.-334, Sector 6III
Salt Lake, Kolkata 700097
www.wbja.nic.in, Telefax : 033-23350690

TENDER NOTICE NO: 08/2013-14

1. **INVITATION:-** Sealed Tenders are invited by the Director, West Bengal Judicial Academy, Bijan Bhaban, Salt Lake, Kolkata-97 for Supply of certain Equipments and appliances as indicated in the enclosed tender schedule at Annexure B from the manufacturers / their authorised distributors/ authorised dealers/ authorised stockists/reputed suppliers in the respective fields

2. **FOR SPECIAL ATTENTION:-** All Tenderers are to note that tenders containing any deviation from the terms and conditions, specifications and other requirements are liable to be rejected. The tenderer who does not meet the appropriate standard of capability and financial resources, may not be considered. The inviting authority reserves all rights to reject any or all the tenders without assigning any reason if necessary and to accept the tender in whole or part. Invitation of the tender shall under no circumstances create any right, legal or otherwise in favour of the tenderer in case the tender is closed, withdrawn or cancelled before issuance of purchase order nor shall the inviting authority be liable to explain the reason of such closure, withdrawal or cancellation of the tender.

3. **REQUEST FOR TENDER DOCUMENT:-** The tender documents can be downloaded from www.wbja.nic.in.

4. **LANGUAGE OF TENDER:-** The tender shall be submitted in the prescribed form in English. All papers and correspondences in connection with the tender shall be in English.

5. **VALIDITY:-** The validity of the offer shall be upto **31.10.2013**.

6. **SCOPE OF WORK:-** Supply, testing and commissioning of Equipments and appliances strictly as per enclosed Tender Schedule (Schedule of requirements) is to be made at the Consignee's place as per Purchase Order.

7. **SUBMISSION OF TENDER:** Tender must be submitted at the tender box placed at the stores at the **above address in sealed cover superscribing " TENDER FOR Procurement of Equipments and appliances as per Tender Notice No: 08/2013-14 and "DO NOT OPEN BEFORE 22.7.2013 AT 12:00 noon"** in bold letters. Late Tenders shall be returned to the Bidders/Tenderers unopened. All the tenders must be accompanied by current-

(a) Valid PAN No. (b) VAT clearance certificate as applicable (c) Trade license.

If the envelope containing the bid documents is not sealed & marked properly as above no responsibility will be assumed for any misplacement of the tender or premature opening of the envelope or parcel. Tenderers can send the tender by post but the tender inviting authority shall not take any responsibility for misplacement in the tender documents sent by post, or delay in delivery by post. No arrangement will be made to collect tender from any delivery point other

than specified in the Tender Notice. All papers submitted with the tender **must be serially numbered**. Quotations submitted are to be written in ink neatly or to be typed without overwriting/illegible writing. Words in figures must be sufficiently clear in the quotation paper; .No change in the Tender Schedule will be accepted. Rate must be quoted in the format provided in the Tender Schedule. Literatures/Catalogues etc. should be enclosed. However, Tenderer if necessary may attach supplementary information. The tenderer must enclose a visiting card of the organization and the authorized personnel indicating in details the registered office address as well as contact numbers separately. The person signing the tender documents must initial correction or any other changes. Tender will be received at the office of Director, West Bengal Judicial Academy, Bijan Bhaban, Salt Lake, Kolkata-97 on all working days (except Saturday, Sunday and other public holidays) from 8.7.2013 to 20.7.2013 between 11-00 a.m. to 5-00 p.m. Tenders received late for any reason will not be considered. Telephonic tender will not be entertained.

8. **OPENING OF TENDER:-**Tender will be opened on 22.7.2013 at 12:00 noon at the above office of the West Bengal Judicial Academy, Bijan Bhaban, Salt Lake, Kolkata-97 in presence of the intending tenderers/their representatives, if any. If for any administrative reason the date of opening of the tenders be a declared holiday, the tender will be opened on the next working day at the same time and place. **If the tender could not be opened on the date of opening due to any unavoidable circumstances or acts of god like riots, commotion, strike, heavy torrential rain leading to massive water logging etc. that shall be indicated along with the revised date of opening of tender in the academy's website which may be checked.**

9. **EVALUATION OF TENDER:-** i) The purchaser will evaluate and compare the quotations determined to be satisfactorily responsive i.e. the quotations which conform to the Laid Down terms and conditions and specifications. ii) The quotations would be evaluated separately for each item.

10. **DELIVERY:-** Delivery of the consignment is to be made at the consignee's place within the stipulated date to be mentioned in the purchase order and the same has to be tested/ commissioned there.

11. **ELIGIBILITY CRITERIA:-** Offers for all items will be accepted only from the reputed manufacturers or their authorised dealers/their authorised distributors/their authorised stockists/reputed suppliers in the field for which necessary authorization from the manufacturer shall have to submitted. Intending tenderer must have to produce the clientele list he served during last 03(three) years with documentary evidence.

12. **PRICE:-** All tender price shall be quoted for delivery upto the consignee's point inclusive of all charges(taxes, freight, duties etc). The rate should be quoted inclusive of packing, installation and commissioning charges also in addition to the above. The

prices quoted shall be written both in figures and words. Correction if any shall be made by crossing and initialling with date and re-writing. In case of conflict between the figures & words latter will prevail. Where there is a discrepancy between the unit and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will prevail. The rates quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account. Each Bidder shall submit one quotation only. Conditional Discounts in the Price offered by the Bidder will not be entertained. The prices shall be quoted in **Indian rupees only**. Price preference as per existing government rules shall be given to eligible bidders.

13. **PAYMENT:-** (a) No additional charges will be paid other than the quoted price. (b) 95% after completion of delivery, acceptance of consignment by the consignee, including successful testing/ commissioning. (c) Balance 5 % after one year from the date of installation and commissioning of the equipments.

14. **GUARANTEE:-** The guarantee shall be for a period of 12 months from the date of installation or any extended period as offered by the bidder. In any case the tenderer shall remain responsible without cost to buyer for all defects in materials/spares and workmanship which may develop in normal use and which have been called to the attention of the successful tenderer prior to expiry of guarantee period, it will be the responsibility of the tenderer to take up the matter with their respective manufacturers for fulfilment of the guarantee provisions.

Warranty/Guarantee card shall have to be supplied in all cases duly filled in. In case of failure on the part of the tenderer to remedy the defects/replace the materials within reasonable period(30days) in spite of due Intimation by the Director, West Bengal Judicial Academy, Bijan Bhaban, Salt Lake, Kolkata-97 the purchaser reserves the right to remedy the defects / replace the materials at the cost and responsibility of the tenderer without further notice and the same shall be deducted from his 5 % withheld amount. In addition normal warranty as provided by the original equipment manufacturer for replaced parts has to be extended to the purchaser.

15. **LIQUIDATED DAMAGES:-** Liquidated Damages shall be levied in case of delay in the delivery of goods or completion of Works and shall be levied at the rate of 2% per month of delay or part thereof. Liquidated Damages will be subject to a ceiling of 5% of the contract price and shall be levied by way of Pre-estimated damages and not by way of penalty.

16. **INSURANCE:-** The Goods under supply must be fully insured against any loss or damages during transit or storage or during construction.

17. **FORCE MAJEURE:-** There could be circumstances/events where the supplier/contractor may not be in a position in spite of his best efforts, to meet the delivery/ completion schedule due to events beyond their control and not foreseeable such as wars, or revolutions, fires, floods, epidemics, natural calamities, quarantine restrictions and freight embargo etc. In such cases suitable delivery extensions based on

merit of the case may be granted for arranging the delivery of goods or completion of works and the supplier shall not be made liable for forfeiture of performance security, liquidated damages or termination of contract as per provisions made in the contract elsewhere.

18 .LAWS GOVERNING THE CONTRACT:- i)The contract shall be governed by the laws of the Union of India in force. ii)The courts of the place, from where the acceptance of tender has been issued, shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract. iii) Irrespective of the place of delivery, the place of performance or place of payment under the contract or the place of issue of advance intimation of acceptance of tender, the contract shall be deemed to have been made at the place from where the acceptance of the tender has been issued.

19. FRAUD AND CORRUPTION:- The Bidders, Suppliers, Contractors and their Subcontractors and Consultants in the contracts require to observe the highest standard of ethics during the procurement and execution of this contract by not being engaged in Corrupt, fraudulent, collusive, coercive or obstructive practice as generally defined. Non-Compliance of the above will lead to rejection of proposal for award/declaring a firm or individual ineligible etc even for future bidding.

20.AWARD OF CONTRACT:- The purchaser shall award the contract, within the validity period of tenders, to the bidder who meets the tender conditions in all aspects, has the necessary technical and production capabilities and financial resources and whose bid is substantially responsive to the tender conditions and has offered the lowest evaluated cost. The terms of the accepted offer shall be incorporated in the purchase order.

21.INCIDENTAL SERVICES:- The supplier shall be required to provide any or all of the following services, including additional services, if any, free of cost:

(a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods; (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods; (d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this Contract; and (e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods/software.

Sd/-
Administrative Officer

Annexure A
Schedule of Requirements

(The tenderer has to strictly follow the format provided herewith otherwise his tender documents may be summarily rejected. In case any additional information has to be given that shall be given in a separate sheet.

Delivery Point: - Hostels in 2nd, 3rd 5th and 7th Floor of Bijan Bhaban, Sector III/ Block - HA, Salt Lake, Kolkata-700097.

The summary of quoted price as given in the enclosed format has to be submitted invariably)

SL NO	DESCRIPTION OF ITEM WITH SPECIFICATION	QUANTITY	UNIT	RATE incvlusive of all taxes and other charges, if any (Rs)	Total amount (Rs.)	
					<u>In figures</u>	<u>In words</u>

We agree to supply the above goods in accordance with the technical specification as per terms and conditions specified in Tender Notice. We also confirm that the normal commercial Warrantee/Guarantee of 12 months or any extended warranty as provided for the time being shall apply to all the offered goods. We undertake to deliver materials as per the specification provided by the authorities/specifications quoted by me and accepted by the authorities as the case may be. We also undertake to abide by all the terms and conditions as provided in the tender notice no. 08/2013-14

Signature of Supplier
(With official seal)

Annexure B

Sl. No.	Item	Quantity
1	Sony EX 550 series Bravia (26 inch) HD LED TV.	15 nos.
2	Water purifier Spec: RO + UV water purifier In-built voltage stabilizer 12 months membrane warranty Auto Flush Facility Storage capacity 8 litres Energy saver made	9 nos.
3	Self contained drinking Water cooler with energy efficient container Spec: Cooling capacity 40 litres per hour Storage capacity : 80 litre per hour Max energy consumption : Not more than 600 watts	9 nos.
4	Electrical Shoe Polishing machine	1 no.