

ADVERTISEMENT

NOTICE FOR ANNUAL MAINTENANCE CONTRACT OF COMPACTORS

Sealed quotations are invited from reputed engineering firms/dealers who are reliable and should have expertise in repairing and maintenance of compactors, for Annual Maintenance Contract of 1014 Nos. of Compactors bodies of Godrej Company i.e. 812 nos. installed at Record Room situated at Small Causes Court, Mumbai for the use of the High Court, Appellate Side Registry and 202 nos. installed at Ground floor P.W.D. Building and Ground floor, Annex Building, for the use of High Court, Original Side, Registry. The Contract may be extended further, if necessary based on satisfactory performance.

The Terms/Conditions for submitting bid application are available on official website viz. "<http://bombayhighcourt.nic.in>". Sealed quotations will be accepted on or before 21<sup>st</sup> August, 2023 till 5.00 p.m. in the Chamber of Assistant Registrar (Finance & Budget), P.W.D. Bldg., 2<sup>nd</sup> floor, High Court, Appellate Side, Bombay.

Further, the prospective bidders are requested to submit their report of inspected compactor alongwith quotation in pursuance to Sr. No. **19** and **20** of the Terms/Conditions.

The Registrar General, High Court of Judicature at Bombay reserves the right to accept or reject any quotation without assigning any reason thereof.

Sd/-

Date:- 26<sup>th</sup> July, 2023

Registrar General,  
High Court, Bombay

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**TERMS/CONDITIONS**

1. The “Registrar General” means The Registrar General, High Court of Judicature at Bombay.
2. **The engineering firm/dealer must be the owner or proprietor of the establishment. The establishment must be under the Jurisdiction of Municipal Corporation of Greater Mumbai (MCGM).**
3. The engineering firm must have **valid Registration Certificate** of establishment under the **Maharashtra Shops and Establishment Act, 1948.**
4. The engineering firm/dealer must have GST number and should have submitted GST Returns for last two quarters i.e. December 2022 and March 2023.
5. The engineering firm/dealer must submit copy of Balance Sheet and Profit and Loss Account (duly certified by a practicing Chartered Accountant) and Copy of Income Tax Returns for the last 3 Financial Year and also copy of PAN Card.
6. The engineering firm/ dealer should furnish the information regarding past service/clients etc. and satisfactory performance of the said work to the other Government Offices or Public Sector Undertakings.

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7. The engineering firm/dealer should not be a party in any legal proceedings before the Hon'ble High Court of Bombay.
8. Preference will be given to the nearby engineering firm/dealer who will be able to attend the call on priority basis.
9. All the rate quoted by the firm/dealer should be **excluding of Taxes** and payment of such taxes or like charge shall be the responsibility of the dealer.
10. In absence of a valid certificate from **MSME** and **NSIC** such quotation shall be rejected straight-away.
11. No advance Payment shall be made to the engineering firm/dealer as per contingency Expenditure Rules, 1965. Payment will be made on half yearly basis (after completion of six months period of contract).
12. The application, documents and correspondence relating to the engineering firm/dealer should be in English. The outer envelope should be addressed to the **Registrar (Finance & Budget), High Court, Appellate Side, Bombay- 400 032.**
13. The engineering firm/dealer should have been continuously in the business of manufacturing/repairing of compactors for at least last 3 years.
14. The engineering firm/dealer should not be under declaration of ineligibility of corrupt and fraudulent practices.

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15. Any Interlinear, erasures or overwriting shall be valid only if they are signed by owner/proprietor of the firm/shop.
16. The rates approved in the quotation shall be valid for the whole period of the Contract and the rates accepted can not be changed throughout the contractual period for any reason by the engineering firm/dealer and no upward revision will be allowed during the period of the contract.
17. The successful engineering firm/dealer shall enter into a contract with the Bid Issuing Authority for which terms and conditions specified in the bid document shall become part and parcel of the Contractual Document.
18. The contract shall be, initially for the **period of one year**. However, the contract may be extended subsequently on mutual consent, for a further period of one year on the same rate, terms and conditions as may be decided by the Competent Authority, after review of performance.
19. **The Prospective engineering firms/dealers may opt for inspection of 1014 nos. of compactors bodies of Godrej company on 09<sup>th</sup> August, 2023 at 11.30 a.m. to 4.00 p.m. It will be desirable that prior intimation of inspection be submitted in writing on or before 07<sup>th</sup> August, 2023.**

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**20. Annual Maintenance Contract rate for per body of Compactors quoted as under :-**

<b>Sr. No</b>	<b>Product &amp; Model of the compactor</b>	<b>Total Quantity of Compactors bodies</b>	<b>AMC Rate for per body (Excluding GST)</b>

21. Failure of the successful bidder to agree with the terms and conditions of the bid/contract shall constitute a sufficient ground for the annulment of the award, in that event, Bid Issuing Authority may make the award to the next best value bidder or all for new bids.

22. The successful bidder should not assign or sublet the empanelment or any part of it to any other agency in any form . If the successful bidder, is found doing so, shall result in termination of empanelment.

23. The successful bidder should provide the name and mobile number of the person to be contacted at any time even beyond office hours.

24. The engineering firm/dealer selected on the panel should observe highest standards of ethics and should not indulge in corrupt or fraudulent practices during the execution of the contracts. In pursuance of this policy, the Registrar General defines for the purpose of this provision, the terms set for the as follows:-

i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution and

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ii)“Fraudulent practice” means misrepresentation of facts in order to influence a procurement process or an execution of a contract to the detriment of the High Court and includes collusive practice among dealers designed to establish bid prices at artificial non competitive levels and to deprive the High Court of the benefits of the free and open competition

25. The Registrar General reserves the following rights :-

- (a) to vary, modify, revise, amend or change any of the terms and condition mentioned above, or
- (b) to reject any or all the application/s without assigning any reason whatsoever thereof or may terminate the contract midway without assigning any reason.

26. If the approved engineering firm/dealer will not give service to the satisfaction of the Registrar General then he may invoke any or all of the following clauses:-

- a) Impose a penalty of 5% of the cost of Annual Maintenance Contract or unperformed services.
- b) Terminate the contract without giving any notice.

27. The Annual Maintenance Contract will commence from the date of enforcement of contract.

Date:- 26<sup>th</sup> July, 2023

Sd/-  
Registrar General  
High Court, Bombay