

**Office of the Director**  
**West Bengal Judicial Academy**  
**AA-III/B-10 Rajarhat New Town, Kol -700160.**  
**Phone No-033-23247304, Email id- wbjakolkata@gmail.com,**  
**Website – www.wbja.nic.in**

NIQ No.08/2020-21

Dt.24.12.2020

1. INVITATION:- Sealed Quotations are invited by the Director, West Bengal Judicial Academy, AA-III/B-10, Rajarhat, New Town, Kolkata-700160 for supply of certain gadget on buy back mode as indicated in the enclosed quotation schedule at Annexure B from the manufacturers/their authorized distributors/authorized dealers/authorized stockiest/reputed suppliers in the respective fields.
2. FOR SPECIAL ATTENTION:-All bidderers are to note that bidder containing any deviation from the terms and conditions, specifications and other requirement are liable to be rejected. The bidderer 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 bidderers without assigning any reason if necessary and to accept the tender in whole or part. Invitation of the bidder shall under no circumstances create any right, legal or otherwise in favour of the bidderer in case the bid is closed, withdrawn or cancelled before issuance of purchase order nor shall be inviting authority be liable to explain the reason of such closure, withdrawal or cancellation of the bid.
3. LANGUAGE OF QUOTATION:- The quotation shall be submitted in the prescribed form in English. All papers and correspondences in connection with the bid shall be in English.
4. VALIDITY:- The validity of the offer shall be upto 14.01.2021.
5. SCOPE OF WORK:-Supply, tenting and commissioning of equipments and appliances strictly as per enclosed Quotation Schedule (Schedule of requirements) is to be made at the Consignee's place a per Purchase Order.
6. SUBMISSION OF QUOTATION:-Quotation must be submitted at the tender box placed at the office at the above address in sealed cover superscribing " Quotation for procurement of gadget as per quotation notice no.08 /2020-21 dt.24.12.2020 . Late quotations shall be returned to the bidders unopened. All the bid must be accompanied by current-
  - a. Valid PAN No.
  - b. GST
  - 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 quotation or premature opening of the envelope or parcel. Bidderers can send the quotation by post, but the quotation inviting authority shall not take any responsibility for misplacement in the



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quotation documents sent by post, or delay in delivery by post. No arrangement will be made to collect quotation from any delivery point other than specified in the quotation notice. All papers submitted with the quotation 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 quotation schedule will be accepted. Rate must be quoted in the format provided in the quotation schedule. Literatures/catalogues etc. should be enclosed. However, bidderer if necessary may attach supplementary information. The bidderer 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 bid documents must initial correction or any other changes. Quotation will be received at the office of the Director, West Bengal Judicial Academy, AA-III/B-10, Rajarhat, New Town, Kolkata-700160 on all working days (except holidays) from 24.12.2020 to 14.01.2021 between 11:00 a.m. to 04:00 p.m. Quotation received late for any reason will not be considered. Telephonic quotation will not be entertained.

7. **OPENING OF QUOTATION:-**Quotation will be opened on 15.01.2021 at 12:00 noon at the above office of the West Bengal Judicial Academy, AA-III/B-10, Rajarhat, New Town, Kolkata-700160 in presence of the intending bidderers / their representatives, if any. If for any administrative reason the date of opening of the quotation be declared holiday, the quotation 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 quotation in the Academy's website which may be checked.
8. **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.
9. **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.



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- 10.ELIGIBILITY CRITERIA:- Offers for all items will be accepted only from the reputed manufacturers or their authorized dealers/theirs authorized distributors/their authorized stockiest/reputed suppliers in the field for which necessary authorization from the manufacturer shall have to submitted. Intending bidder must have to produce the clientele list he served during last 03 years with documentary evidence.
- 11.PRICE:-All bid prices 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 initialing 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 live 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.
- 12.PAYMENTS :-(a) No additional charges will be paid other than the quoted price. (b) 100% after completion of delivery, acceptance of consignment by the consignee, including successful testing / commissioning.
- 13.WARRANTY:-The warranty 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 bidderer 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 bidderer prior to expiry of guarantee period, it will be the responsibility of the bidderer to take up the matter with their respective manufacturers for fulfillment of the guarantee provisions.  
Warrantee/ Guarantee card shall have to be supplied in all cases duly filled in. In case of failure on the part of the bidderer to remedy the defects/replace the materials within reasonable period (30days) in spite of due intimation by the Admn. Officer, West Bengal Judicial Academy, AA-III/B-10, Rajarhat, New Town, Kolkata-700160 the purchaser reserves the right to remedy the defects/replace the materials at the cost



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and responsibility of the bidder without further notice. In addition normal warranty as provided by the original equipment manufacturer for replaced parts has to be extended to the purchaser.

14. **LIQUIDATED DAMAGES:-** Liquidated damages shall be levied in case of delay in the delivery of goods or completing 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.
15. **INSURANCE:-** The goods under supply must be fully insured against any loss or damages during transit or storage or during construction.
16. **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.
17. **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 bid 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.
18. **FRAUD AND CORRUPTION:-** The bidders, suppliers, contractors and their subcontractors and consultants in the contracts require observing 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.
19. **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



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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.

20. **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.

21.03 nos. of Samsung Galaxy On5 official mobile handset with Sl. nos. RZ8H50BNHGF, RZ8H518V5EP, RZ8H606GB9Y are to be replaced through buy back mode with new handsets.


Sd/-  
Director  
West Bengal Judicial Academy  
New Town, Kolkata-160

Memo No.-294/1(6)/WBJA/Dev.09/2020-21

Date-24.12.2020

Copy of notice is forwarded for information with a request to display the same on their office notice board:-

1. The Sub Divisional Officer, Bidhannagar, Administrative Building, Kol-91.
2. The Executive Engineer, PWD (Civil), Bidhannagar Division (East), Purta Bhawan, Salt Lake
3. The Executive Engineer, PWD (Electrical Divn.), Bidhannagar, Purta Bhawan, Salt Lake
4. The Pay & Accounts Officer, Pay & Accounts Office-III, Subhanna, SGO Complex, 5<sup>th</sup> & 6<sup>th</sup> Floor, Plot No. 9, Block-DF, Sector-I, Bidhannagar, Kolkata-700 064.
5. Notice Board of West Bengal Judicial Academy.
6. The official website of WBJA.

  
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**Annexure A**  
**Schedule of Requirements**

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

Delivery point:- O/O the Director, West Bengal Judicial Academy, AA-III/B-10, Rajarhat, New Town, Kolkata-700160.

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 inclusive of all taxes and other charges, if any (Rs.)	Total Amount (Rs.)	
					In Figures	In Words

For buy back rate should quoted in below format

Sl. No	Item	Quantity	Rate to be Quoted/gadget in Rs.
1.	Samsung Galaxy On 5 Sl Nos. RZ8H50BNHGF, RZ8H518V5EP, RZ8H606GB9Y.	03 Nos	

We agree to supply the above goods in accordance with the technical specification as per terms and conditions specified in Quotation Notice. We also confirm that the normal commercial Warranty / 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 quotation notice no. 08/2020-21.

Signature of Supplier  
(With official seal)

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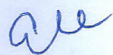
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**Annexure B**

Sl. No	Item	Quantity	Specification
1.	Smart Mobile Handset OPPO Reno 3 Pro	03 Pcs.	8gb/256gb, 6.4" FHD(2400 X 1080), 2.2Ghz. Octa Core, 4025mAh Massive Battery, Front 44mp+2mp camera, Rear 64mp+13mp+8mp+2mp camera.

For Buy Back below mentioned gadget

Sl. No.	Item	Quantity
1.	Samsung Galaxy On 5 SI Nos. RZ8H50BNHGF, RZ8H518V5EP, RZ8H606GB9Y.	03 Nos.

  
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