

IN THE HIGH COURT AT CALCUTTA
Appellate Side

PPC/01/N.I.T/14-15

Sealed Tenders [here, Tender Forms to be collected from the office of the undersigned] are invited from all willing and otherwise eligible companies/firms/authorised dealers or vendors etc for supply of photocopiers (descriptions and required specifications provided hereunder) and for providing 'Composite On-Site Service' of those. Interested and otherwise eligible participants should carefully read the Eligibility Criteria, Terms & Conditions and process of submitting Tenders as enumerated herein. The last date for submission of Quotations is 09.05.2014.

Date: 24.4.2014.

Deputy Registrar (Accounts)-in-Charge

REQUIRED SPECIFICATIONS

TYPE: A (Medium-capacity Photocopier)

First Copy Output Time	Minimum < 5.5 seconds
Multiple Copies	1 to 999
Magnification (Copy Ratio)	25% to 400% with 1% increment
Copy Speed	Minimum 25 pages per minute (A4)
Writing Resolution	Minimum 1200x1200 dpi
Paper Processing	Mandatory A3, A4, FS (Legal Size), Letter

TYPE: B (High-capacity Photocopier)

First Copy Output Time	< 3.9 seconds
Magnification (Copy Ratio)	25% to 400% with 1% increment
Stack Bypass Paper Weight	52(minimum)-225(maximum) GSM
Copy Speed	42 pages per minute (A4)
Printing Resolution	1200x1200 dpi
Paper Processing	A3, A4, B4, B5, FS (Legal Size), Letter & Envelope

TERMS & CONDITIONS

1. Willing participants (for eligibility vide Condition No.2) **must collect Tender Forms and copy of draft-Agreement for 'Composite On-Site Service' from the office of Deputy Registrar (Accounts) within 06.05.2014**, by signing and putting seal on an acknowledgement-register. Only such issued 'Tender Forms', duly filled up, properly signed and stamped, will be accepted. **No 'Tender Forms' will be issued after 4p.m of 06.05.2014.**
2. Apart from Original Equipment Manufacturers, such companies/firms etc. which are either authorised dealers/vendors of reputed photocopier-brands, or which have actually supplied photocopiers/MFDs to this Hon'ble Court during the Financial Year 2013-2014 will be eligible to participate. In addition, such willing and otherwise eligible participants **must also have sufficient experience of servicing and maintenance of photocopier-machines. Documentary proof of such experience must also be enclosed, and in absence of such documentary proof, Tender(s) shall get summarily rejected.**
3. **Adequate documentary proofs in support of a participant's eligibility must be enclosed with Tender Form. Also, copy of PAN must be enclosed with it.**

4. Participants should have to quote/offer 'Buy Back Value' of 2(two) old 'XEROX'-brand equipments and 1(one) KM Bizhub-164 which this Hon'ble Court intends to dispose of.
5. Tenders should be submitted in sealed envelopes (sealed with shellac, not merely stapled, or pasted, or closed with adhesive-tapes) and must be properly stamped (with company's/firm's seal) and signed. **No Tenders, even if sent by post, will be received after 4pm of 9.5.2014.**
6. **Envelopes containing Tender Forms should be superscribed 'PPC/01' and must be addressed to Deputy Registrar (Accounts).**
7. Such Tenders which are not in conformity with the 'Terms & Conditions' shall not be considered and will be summarily rejected.
8. The Hon'ble Court is not bound to accept the lowest bid, may reject any or some or all Tenders and may also cancel the Tender process at any point of time.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

To
Deputy Registrar (Accounts)
High Court, A.S, Calcutta.

Ref: N.I.T No. PPC/01/N.I.T/14-15 dated 21.4.2014

PART 'A' : Technical Specification Compliance Statement

Type: A (for Medium-Capacity Photocopier)		
Model Offered: _____		No.1
Specification	Compliance: Yes/No	Capacity of Offered Model *
First Copy Output Time		
Multiple Copies		
Magnification (Copy Ratio)		
Copy Speed		
Writing Resolution		
Paper Processing		
Model Offered: _____		No.2
Specification	Compliance: Yes/No	Capacity of Offered Model *
First Copy Output Time		
Multiple Copies		
Magnification (Copy Ratio)		
Copy Speed		
Writing Resolution		
Paper Processing		

Type: B (for High-Capacity Photocopier)

No.1

Model Offered: _____

Specification	Compliance: Yes/No	Capacity of Offered Model *
First Copy Output Time		
Magnification (Copy Ratio)		
Stack By-Pass Paper Weight		
Copy Speed		
Printing Resolution		
Paper Processing		

No.2

Model Offered: _____

Specification	Compliance: Yes/No	Capacity of Offered Model *
First Copy Output Time		
Magnification (Copy Ratio)		
Stack By-Pass Paper Weight		
Copy Speed		
Printing Resolution		
Paper Processing		

* = *supporting documents must be enclosed.*

PART 'B' : Rate

Type: 'A' (Medium-Capacity Photocopier)

	Make & Model	Price (inclusive of all taxes, charges etc.) !	Composite On-Site Service Charges (inclusive of taxes etc.) # !	Remarks, if any
No.1				
No.2				

Type: 'B' (High-Capacity Photocopier)				
	Make & Model	Price (inclusive of all taxes, charges etc.)	Composite On-Site Service Charges (inclusive of taxes etc.) #	Remarks, if any
No.1				
No.2				

= based on the terms enumerated in the draft-Agreement for 'Composite On-Site Service'.
 != all prices should be quoted in 'Rs per unit', inclusive of all taxes, charges etc.

PART 'C' : Buy Back Bid

		Buy Back Value Offered (inclusive of all charges etc.)
No.1	XEROX 5834LV	
No.2	XEROX PHASER 3100MP	

DECLARATION

I am competent to submit this Tender in response to Hon'ble Court's Tender Notice bearing number PPC/01/N.I.T/14-15. I have read and understood the 'Terms & Conditions' laid down in the said Notice. I have also read and understood the contents of the draft-Agreement for 'Composite On-Site Service'.

Signature with Date

Designation of the Signatory: _____

Stamp:

N.B : - Adequate documentary evidence in support of the participant's eligibility and experience, and copy of participant's PAN should also be enclosed.

'COMPOSITE ON-SITE SERVICE AGREEMENT'

This "Composite On-Site Service Agreement" is made on this __ day of _____, 2014 between M/S _____, having its registered office at _____ (hereinafter referred to as 'Service Provider' or 'SP') of the FIRST PART and Registrar General, High Court, A.S, Calcutta, Kolkata – 700001 (hereinafter referred to as the 'Customer'), represented by _____, High Court, A.S, Calcutta of the SECOND PART.

In response to the Notice Inviting Tender bearing number PPC/01/N.I.T/14-15 dated _____, the SP submitted its Tender which the Competent Authority of Calcutta High Court accepted and approved and directed the _____, A.S to execute this Agreement. As such, the Customer has agreed to entrust the SP with the responsibility of '**Composite On-Site Service**', subject to terms contained in this Agreement, of __ (____) _____ Brand Photocopier Machines of Model No. _____ and bearing Serial No.(s) _____ (hereinafter called the 'Equipment(s)'). Both the parties concerned agree to abide by the terms of this Agreement.

A. SP (SERVICE PROVIDER)

1. Shall be responsible for service [subject to Clause D(3)] , repairing and maintenance of the equipments and its spares etc., and keep those in good working order, and shall attend to servicing of the Equipment **at least once every month, apart from service-calls**, irrespective of existence of Warranty Period or not.
2. Shall respond as expeditiously as possible, preferably within the same working day, or within 1(one) working day, whenever a complaint, in any form, is lodged.
3. Shall, if considered necessary, supply and/or replace, without any additional charge and with the prior approval of the Customer, all such part or parts of the equipment, except consumables, with such part(s) and/or spare(s) which are new. The new/better part(s) that will be replaced against the said old ones shall be the property of the Customer.
4. Shall provide service as and when required by the Customer, excluding Sundays and such holidays in which the Customer or any of its representatives will not be available.
5. Shall be liable or responsible to the Customer only for such damages caused to the equipments due to any services performed by the SP, and/or use of any such part(s) and/or spare(s) and/or Xerographic supply(s) made/provided by the SP which either do not conform to the specifications approved by the Original Equipment Manufacturer (hereinafter referred to as the OEM) or which are counterfeit.
6. Shall be entitled without any let or hindrance to depute its employees or authorised representatives to enter the Customer's premises to inspect and service the equipments.

7. Shall provide, subject to Clauses A(3) & A(5), all supply(s)/spare(s)/part(s) [except consumables, power, paper, staples and other output copy materials], as and when necessary.
8. Shall be bound to utilise such consumables (drum cartridge, toner cartridge etc.) that have been / will be procured by the Customer.
9. Subject to the Clauses enumerated herein, shall not be held liable for any defects arising out of:
 - a. Servicing/maintenance of the equipment by persons other than those authorised by the SP;
 - b. Use of part(s), spare(s) etc. procured from any third party after the execution of this Agreement;
10. Subject to the Clauses enumerated herein, in case of Breach of Term(s) of this Agreement by the Customer, the SP may cancel this Agreement by serving 30 (thirty) days' prior notice to the Customer.
11. Shall train at least one Key Operator, for every equipment nominated, by the Customer and deliver User's Manual at the time of execution of this Agreement.
12. Shall maintain a 'Service Record Card' of the Equipment and shall obtain endorsement of Deputy Registrar (Judicial), A.S or Assistant Registrar (Paper Book) on it after each servicing.

B. SERVICE CHARGES

1. The SP shall be entitled to a 'Composite Service Charge' of _____ (inclusive of all applicable taxes etc.), in instalments according to the following 'Payment Schedule', payable by the Customer within 30 (thirty) working days from the date of submission of Bill/Invoice for each Service Period, subject to availability of fund. The 'Payment Schedule' is :

Date	Service Period	Instalment of 'Comprehensive Maintenance Charge'
During the 1 st Year (Warranty Period)		No additional Charge will be granted.
After 1 year 3 months		22%
Henceforth, after every three months starting from the 16 th month till the 57 th		4% for every quarter = 56%

month		
After completion of 5 years		22%

2. Subject to Clauses B(1), D(3) & D(5), the Customer shall not be bound to pay any sort of additional charges on account of any supply(s) or service(s).

C. THE CUSTOMER

1. Shall ensure that the electrical outlets and electrical supply, access way and passage are conducive to proper functioning of the equipment during the currency of this Agreement.
2. Notwithstanding anything contained herein, the Customer shall be entitled to realise liquidated damages from the SP, by deducting a minimum of 50% of the amount billed by the latter during any service-period for any or all of its, and/or its authorised person(s), following acts during that particular billing-period:
 - a. Wrong/negligent service(s) or non-attendance(s) to service by violating Terms & Conditions;
 - b. Use such part(s), spare(s) etc, except consumables (toner cartridge, drum cartridge), which is/are either improper, or unsuitable, or counterfeit, or not conforming to the specification(s) approved by OEM;
 - c. Any irregularity, or improper or unsatisfactory activity(s).
 - d. Any act(s) of default and/or any unauthorised alteration etc. to the equipment.
 - e. Any act that tantamount to debar the Customer and/or its employee(s) from utilising the equipment.
3. Shall not procure such part(s) and/or spare(s) etc., except consumables, for use in the Equipments from any third party subsequent to the execution of this Agreement.
4. Subject to Clause C(3) above, shall ensure that such spare(s), part(s) etc. that are/will be supplied by the SP after the execution of this Agreement shall only be used in the Equipment.
5. Shall be entitled to cancel this Agreement, for any or all of the reasons depicted in Sub-Clauses (a) to (e) of Clause C(2) or in case of Breach of Term(s) of this Agreement by the SP, at any point of time by serving 30 (thirty) days' prior notice to the SP at its registered address.

D. GENERAL TERMS

1. This Agreement will come into force on and from _____ and shall, unless terminated earlier in accordance with the terms appearing herein, continue to be in force till _____ .
2. The repair/servicing etc. would be carried out in the premises of the Court.
3. 'Service' will include, amongst other means of proper maintenance of the equipments, regular cleansing – both wet & dry- of the equipments and installation of toner/drum cartridges/units, if considered necessary by the Customer.
4. If, during the subsistence of this Agreement, the SP is of the opinion that the Equipment requires workshop-repair, it may, after due inspection of the Equipment, submit to the Customer its recommendation with estimate for workshop-repair and estimated time for completion of the same in writing. If the Customer does not disapprove of the same in writing within 7 (seven) days from its receipt of such recommendation, the SP shall arrange for workshop-repairing of the Equipment on the agreed terms and conditions. Upon satisfactory completion of such workshop-repair, the SP shall submit its bill and the amount due will be payable within a reasonable period of time, subject to availability of fund.
5. The Customer may engage and/or appoint any external individual/agency etc of acceptable credibility, to evaluate any servicing of the SP and also to evaluate any Estimate for Workshop-repairing submitted by the SP.
6. In case of such repairing dealt in Clause D(3) above, the SP shall provide and install a substitute equipment of more or less same specification and capacity, free of cost, for use of the Customer during such period of workshop-repairing.
7. The SP shall, under no circumstances, suspend such servicing etc. of the Equipment.
8. Subject to Clause D(5), neither the Customer nor the SP will assign this Agreement or any rights or obligations hereunder.
9. The SP will not be entitled to vary any of the charges payable by the Customer during the subsistence of this Agreement.
10. In case of termination of this Agreement by any of the parties concerned, the Customer shall be obliged to settle the outstanding (if any), after realisation of liquidated damages (if any), within 45 (forty-five) working days from the date of such termination, subject to availability of fund.
11. In case of any dispute or difference arising between the parties concerned, the same shall be referred for settlement before the Ld. Purchase Committee presided over by Ld. Registrar General and the venue of such settlement shall be Calcutta High Court.
12. Only Courts at Kolkata shall have the jurisdiction in all matters arising out of this Agreement.
13. No alteration or amendment of this Agreement will be valid unless signed by both the parties.

Signed on behalf of the SP on this ___ day of _____, 2014:

(Authorised Representative)

Name:

Designation:

Signed on behalf of the SP on this ___ day of _____, 2014:

(Authorised Representative)

Name:

Designation: