

**IN THE HIGH COURT AT CALCUTTA**  
**Appellate Side**

**NOTICE INVITING TENDER**

[ PPC/31/N/N.I.T/14-15 ]

Sealed Tenders [strictly in prescribed Form at Annexure-A to be downloaded from the website and following the terms contained hereunder] are invited from such participant(s) who are specifically authorised by the Original Equipment & Consumable Manufacturers being M/S XEROX INDIA LIMITED, M/S HCL INFOSYSTEMS LIMITED and M/S CANON INDIA LIMITED for supply of 1 (one) 'XEROX' or 'TOSHIBA' or 'CANON' brand 4-Tray-Duplex Colour Photocopier of 35ppm (Colour, A4) speed with minimum 100-sheet R.A.D.F/D.A.D.F and minimum 2000-sheet L.C.F/H.C.F.

Willing and otherwise eligible must quote **Gross Rates (rate inclusive of all taxes, charges etc)** keeping in mind that **minimum 3 (three) years' On-Site Warranty should be extended to the offered model of photocopier-unit.**

Willing participant(s) must submit, in a separate envelope, 'Certificate(s) of Authorisation' strictly in prescribed format [at Annexure-B] to be downloaded from the website, duly endorsed, after the issuance and publication of the instant Notice, by the competent authority of the above-named Original Equipment & Consumable Manufacturer.

All willing participants are advised to carefully read the 'Terms & Conditions' of the instant Notice carefully before submitting Tender(s). Submission of Tender(s) by willing and otherwise eligible participant(s) will be construed as its/their acceptance of all the said 'Terms & Conditions'. The Last Date for submission of Tenders, in the manner prescribed hereunder, is 06.02.2015.

Date: **28.01.2015**

**Deputy Registrar (Accounts), A.S**

**TERMS & CONDITIONS**

**A. SUBMISSION OF TENDER:**

**1. Tender(s) shall have two parts -**

- (a) **TO BE SUPERSCRIBED 'PPC/31/A' : 'Certificate of Authorisation'** at Annexure-B duly endorsed, after issuance and publication of the instant Notice, by the Competent Authority of the Original Equipment & Consumable Manufacturer(s), **Tender (Part-I)** in prescribed Form at Annexure-A, copies of **PAN, V.A.T-Registration** and **Information Brochure** of the photocopier-unit offered; **AND**
- (b) **TO BE SUPERSCRIBED 'PPC/31/B'** : **Tender (Part-II)** in **prescribed Form at Annexure-A** in prescribed Form.
2. Both the envelopes superscribed **'PPC/31/A'** and **'PPC/31/B'** should be submitted in **sealed** condition (i.e *gala*-sealed, not merely stapled, or closed with adhesive and/or adhesive-tapes).

3. In the absence of the mandatorily prescribed 'Certificate of Authorisation' and/or copies of PAN/VAT, and/or proper Information-brochure, the Tender of any participant will be treated as incomplete and will not be reckoned and/or will be summarily rejected.
4. Tenders (in two parts as delineated in A.1) must be **addressed to 'Deputy Registrar (Accounts), High Court, A.S, Calcutta'** submitted in the office of the **Assistant Registrar-VI, A.S** on or before **16-00 hours of 06.02.2015**. No Tenders, even if complete, irrespective of whether hand-delivered or sent by Post etc., will be received after 16-00 hours of 06.02.2015.
5. Tender Forms, both Part-I and Part-II, [at Annexure A] must be downloaded from the website
6. **Rate per Machine-Unit (4-Tray-Duplex Photocopier + RADF/DADF + LCF/HCF), inclusive of all taxes, charges, levies etc. should be quoted.**
7. **Rate per Consumable, exclusive of VAT but inclusive of all other charges etc.**, should be quoted keeping in mind that if selected, the selected participant-supplier shall have to **supply Consumables at such quoted rate till 31.03.2017**.

**B. OPENING OF TENDER:**

1. Tenders, if considered valid and complete, will be opened jointly by Joint Registrar (General Administration-II), A.S and Deputy Registrar (Accounts), A.S/Asstt. Registrar-VI, A.S, and any subsequent declaration pertaining to the instant 'Notice Inviting Tender' will be published in the Notice Board of the A.S.

**C. GENERAL:**

1. Canvassing by any participant, in any form, will render its disqualification.
2. The Hon'ble Court may issue Purchase Order in favour of any such participant whose Tender is valid and complete, and whose Tender/Offer has been reasonably regarded as substantially approvable. In this regard, the decision of the Competent Authority of this Hon'ble Court will be final and binding upon all concerned.
3. The Hon'ble Court may cancel the instant process at any point of time without ascribing any reason whatsoever.
4. Subsequent to issuance of Purchase Order, the selected participant shall have to strictly adhere to the Sub-Clauses contained in Clause D hereunder.

**D. POST-SELECTION DUTIES AND OBLIGATIONS, ETC.**

1. The selected participant(s) shall be bound to supply the requisitioned number of the listed consumables at the rate approved by the Competent Authority of this Hon'ble Court during the period 01.04.2015 – 31.03.2017. **Upon intimation to the selected participant from this Hon'ble Court, the said participant may have to submit a Declaration (in Non-Judicial Stamp Paper worth Rs 10/-) assuring the administration of this Hon'ble**

**Court of all the sub-clauses contained herein, and Purchase Order may only be issued in its favour after submission of such Declaration.**

2. The selected participant **shall not increase such approved rates** before the expiry of the said term.
3. **On-Site Warranty** shall include free replacement of all such spares and/or parts and/or accessories and/or consumables except Toner(s) and/or Drum(s) and/or Developer(s).
4. The Hon'ble Court's administration may, if considered necessary, employ and/or engage qualified third party agency to examine the genuineness of the consumables supplied by the selected participant. In case of detection of any irregularity in the quality of the consumables supplied by the selected participant, the administration of the Hon'ble Court may take any such punitive action or actions as it may consider appropriate.
5. The selected participant shall be bound to supply such consumables earliest **within 7 (seven) days from the date of requisition in any form**, or within such date as shall be mentioned in Work Order / Purchase Order, whichever is later. In case of any delay, the administration of the Hon'ble Court may deduct maximum **25% of the pending outstanding** due to the selected participant/supplier as **'Liquidated Damages'**.
6. The Hon'ble Court will release payment of the procured Photocopier-unit along with minimum 3 (three) years' On-Site Warranty only after obtaining 'Administrative Approval' etc. from the Government of West Bengal. Subject to such condition and availability of approval/fund, and other conditions contained herein, payment may ordinarily be released within 120 (one hundred and twenty) days.
7. The Hon'ble Court will, subject to the other provisions contained in Clause D, **release payment for the consumables supplied by the selected participant within 100 (one hundred) working days** from the date of its submission of Bill(s), subject to availability of funds.
8. In case of any irregularity or defects in consumables/spares/parts supplied by the selected participant, the latter will be bound to **replace, without any additional cost,** such defective / unacceptable etc. consumables/spares/parts/accessories with new, genuine ones **within 3(three) working days.**

**XXXXXXXXXXXXXXXXXXXXXXX**

**ANNEXURE – A**

**TENDER FORM (Part-I)**

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

**Ref:** Hon'ble Court's Notice Inviting Tender bearing number PPC/31/N/NIT/  
14-15 dated 28.1.15 .

Sir,

In respect of the captioned N.I.T, we are to offer our following rates of required photocopier-unit. Sir, we have read and understood the Terms & Conditions contained in the said Notice Inviting Tender and we are to delightfully express our agreement to those. Our rates, inclusive of all taxes and charges etc. are as follow:

**TYPE: A**

**Model Offered** : .....

**On-Site Warranty Offered** : ..... Years ( ..... years, *in words*)

**Gross Rate\*** : Rs ..... (Rupees .....  
..... only)

**TYPE: B**

**Model Offered** : .....

**On-Site Warranty Offered** : ..... Years ( ..... years, *in words*)

**Gross Rate\*** : Rs ..... (Rupees .....  
..... only)

**N.B:** 1. Each participant may offer maximum two different models of Colour Photocopier of the same or different Brands.  
2. Gross Rate (\*) shall be inclusive of cost of main-unit, accessories, taxes, other charges etc.

Thanking you,

Yours faithfully,

\_\_\_\_\_  
(Signature with Date and Stamp)

Name:

Designation:

Name of the Firm/Company etc. : \_\_\_\_\_

Registered Address with Contact Number: \_\_\_\_\_

PAN : \_\_\_\_\_ V.A.T Registration No. : \_\_\_\_\_

### TENDER FORM (Part-II)

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

**Ref:** Hon'ble Court's Notice Inviting Tender bearing number PPC/31/N/NIT/  
14-15 dated 28.1.15 .

Sir,

In respect of the captioned N.I.T, we are to offer our following rates of consumables etc of the photocopier-units offered by us in Part-I of the instant Tender.

<b>Toner and Drum and Developer for Type-A Photocopier-unit</b>			
<b>Srl.</b>	<b>Description</b>	<b>Part No. / Item No. / Product Code etc.</b>	<b>Rate per piece for supply during 1.4.15-31.3.17 (in Rs., exclusive of VAT but inclusive of all other charges)</b>
<b>Toner and Drum and Developer for Type-B Photocopier-unit</b>			
<b>Srl.</b>	<b>Description</b>	<b>Part No. / Item No. / Product Code etc.</b>	<b>Rate per piece for supply during 1.4.15-31.3.17 (in Rs., exclusive of VAT but inclusive of all other charges)</b>

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*(Signature with Date and Stamp)*

Name:  
 Designation:

Name of the Firm/Company etc. : \_\_\_\_\_

**ANNEXURE – B**

**‘CERTIFICATE OF AUTHORISATION’**

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/S \_\_\_\_\_ , having its  
 registered office at \_\_\_\_\_  
 \_\_\_\_\_ and having  
 PAN \_\_\_\_\_ and VAT No. \_\_\_\_\_ , is authorised to  
 participate in the tender process of Hon’ble High Court at Calcutta notified through  
 Notice Inviting Tender bearing number PPC/31/N/NIT/14-15 dated 28.01.2015.

\_\_\_\_\_  
 Name:.....

Designation: .....

Date: .....

Seal: