

IN THE HIGH COURT AT CALCUTTA
Appellate Side

PPC/05/N.I.Q/14-15

Sealed Quotations [as per Proforma provided herein as Annexure 'A' to be downloaded from the official website] are invited from all willing and otherwise eligible companies/firms/authorised dealers or vendors etc for supply of Voltas/Usha/Bluestar-made Water Cooler-with-Purifier Unit with storage capacity of minimum 150 litres (minimum required specifications provided hereunder) and for providing 'Composite On-Site Service' [on the basis of the terms of the draft-Agreement provided herein as Annexure 'B'] of those for a period of 3 (three) years excluding the Warranty Period. Interested and otherwise eligible participants should carefully read the Eligibility Criteria, Terms & Conditions and process of submitting Quotations as enumerated herein. The last date for submission of Quotations is **14.05.2014**.

Date: 06.05.2014

Deputy Registrar (Accounts), A.S

MINIMUM REQUIRED SPECIFICATIONS

Storage Capacity	150 litres
Cooling Capacity	150 litres/hour
Rated Current	7.5 Amp
Tank	Stainless Steel, Must be thermally insulated
Number of Faucets	2 (two)
Body	Stainless Steel, Anti-Corrosive
Water Connection Control	Efficient Float-Valve Control necessary
Capacity of Purifying Unit	Minimum 250 litres/hour
Number of Faucets	Minimum 2(two)

TERMS & CONDITIONS

1. Willing participants (for eligibility vide Condition No.2) **submit Quotations by downloading 'Quotation Forms' [Annexure 'A'] from Hon'ble Court's official website (www.calcuttahighcourt.nic.in)and after going through the Terms contained in the draft-Agreement for 'Composite On-Site Service' [Annexure 'B'] within 14.05.14.** 'Quotation Forms', duly filled up, properly signed and stamped, will be accepted. **till 4p.m of 14.05.14.**
2. Apart from Original Equipment Manufacturers, such companies/firms etc. which are either Authorised-Dealers/Authorised Sub-Dealers/Stockists/Channel Partners/Service-Providers, and/or reputed, experienced and resourceful Suppliers/Vendors/Service-Providers of reputed Water Cooler-with-Purifier brands will be eligible to participate. In addition, such willing and otherwise eligible participants **must also have sufficient experience of servicing and maintenance of the desired type(s) of such machines.**

3. **Price(s) of machine(s) should be valid for a minimum period of 6(six) months from the date of submission of Quotation(s), and not less than 18 (eighteen) months' 'Warranty' should be extended.** Willing participants must also mention if they are **ready to provide 'Warranty' of more than 18 (eighteen) months'**. Quotation, one submitted, shall not be allowed to be altered or withdrawn in any case.
4. **Willing participants should know that if selected, they would have to provide service during the 'Warranty Period' on the terms laid down by the Hon'ble Court through draft-Agreement at Annexure-'B'.**
5. **The Competent Authority of this Hon'ble Court will determine the actual quantity of selected machine(s) to be purchased.**
6. Upon selection and issuance of Order, **Delivery** of ordered quantity of selected machine must be made, in such places within Kolkata and at such establishments of the Hon'ble Court as the Hon'ble Court may direct, **within a maximum period of 18 (eighteen) days** from the selected supplier's receipt of relevant intimation in this regard. **In case of delayed delivery, the Hon'ble Court will impose penalty of 0.50% of the order-value for each day's delay.** Payment will be made following due process and only after reasonably ascertaining specifications and performance of the supplied machines. No advance will be paid.
7. **Copy of PAN must be enclosed, apart from other relevant documents, with Quotation.**
8. **Quotations should be submitted in sealed A4-sized cloth-pasted envelopes (sealed with shellac, not merely stapled, or pasted, or closed with adhesive-tapes) and there should not be any stamp/seal/mark etc. identifying the participant.** Quotations must be properly stamped (with company's/firm's seal) and signed. **No Quotations, even if sent by post, will be received after 4pm of 14.05.14.**
9. **Envelopes containing Quotation Forms should be superscribed 'PPC/05/14-15' and must be addressed to Deputy Registrar (Accounts),A.S.**
10. Such Quotations which are not in conformity with the 'Terms & Conditions' shall not be considered and will be summarily rejected.
11. No over-writing, alteration(s) and interpolation(s) in Quotations will be entertained.
12. **No conditions (e.g conditions regarding payment, delivery etc.) must be imposed by any participant. The Hon'ble Court will not deal with any middle-men etc.**
13. The Machine(s) delivered may be inspected by a Competent Committee comprising Ld. Registrars and/or Officials of the Hon'ble Court, and in case the supply is not found strictly in conformity with the approved specifications or of inferior/unsuitable quality, the supply may be returned and will have to be replaced with approvable machine(s) without any additional cost.
14. The Hon'ble Court is not bound to accept the lowest bid, may reject any or some or all Quotations and may also cancel the Quotation process at any point of time.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

ANNEXURE 'A' (PPC/05/N.I.Q/14-15)

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

Ref: N.I.Q No. PPC/05/N.I.Q/14-15 dated 06.05.2014.

PART 'A' : DETAILS

NAME OF THE PARTICIPANT : _____

ADDRESS OF THE PARTICIPANT : _____

CONTACT NUMBER : (Office) _____ (Fax)

DETAILS OF COMPETENT REPRESENTATIVE::

Name :

Designation:

Contact:

V.A.T Registration Number of the Participant : _____

Service Tax Registration Number of the Participant : _____

P.A.N of the Participant : _____

Has the Participant supplied any of the offered Model(s)/machine(s) in any Government-Department(s)/P.S.U/Government-Undertakings/Ld. District Court/ Ld. Tribunal etc. ?
(Please ✓, supporting documentary evidence to be enclosed)

YES

NO

Is the Participant an Authorised Dealer/Sub-Dealer/Stockist/Channel-Partner/Service-Provider or reputed, experienced Vendor/Service-Provider of the offered models/brands ?

(Please ✓, supporting documentary evidence to be enclosed)

YES

NO

PART 'B' : Rate

(Either Price of Machine, or Composite Service Charge or Both may be quoted)

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

NO CHARGES WILL BE PAID FOR SERVICING DURING THE WARRANTY PERIOD OF MINIMUM 18 MONTHS

= 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.

NOTE: Colour Information Brochure/Catalogue, if any, must be enclosed

DECLARATION

I am competent to submit this Quotation in response to Hon'ble Court's Quotation Notice bearing number PPC/05/N.I.Q/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 at Annexure 'B' of the referred Notice'.

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.

ANNEXURE 'B' (PPC/05/N.I.Q/14-15)

'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/05/N.I.Q/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 Water Cooler-with-Purifier Machines of Model No. _____ and bearing Serial No.(s) _____ [hereinafter called the 'Machine(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 machine(s) and its component(s), accessory(s), spares), purifier-unit(s) etc., and keep those in good working order.
2. Shall, subject to the Clauses contained herein, apart from regular service-calls and such instances when such service/maintenance will be considered necessary by the Customer, compulsorily provide preventive maintenance once every three months. Such 'preventive maintenance' will mean and include, among other servicing, replacement of activated carbon block and sediment filter, servicing of refrigeration-circuit. This apart, water tank should be properly cleaned once every month.
3. Shall be responsible to comprehensive service and/or repair etc of the machine(s) and/or its component(s), accessory(s), spare(s), purifier-unit(s) etc. in case of break-down.
4. Shall respond as expeditiously as possible, preferably within the same working day, or within 1(one) working day, whenever a complaint/service-call, in any form, is lodged.
5. Subject to Clauses A(2) & A(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 or component(s) or accessory(s) etc. of the machine(s), including consumables, with such part(s) and/or spare(s) or component(s) or accessory(s) etc. which are new and sourced from the Original Equipment

Manufacturer (hereinafter called the 'OEM'). Such new part(s) etc. that will be replaced against the said old ones shall be the property of the Customer.

6. Shall provide service as and when required by the Customer, excluding such holidays in which the Customer or any of its representatives will not be available.
7. Shall be liable or responsible to the Customer only for such damages caused to the machine(s), including its spare(s), component(s), accessory(s), purification-unit(s) etc. due to any services performed by the SP, and/or use of any such part(s) and/or spare(s) and/or accessory(s) etc. made/provided by the SP which are either not sourced from the OEM or which are unusable or which are counterfeit.
8. 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 machines.
9. Subject to the Clauses enumerated herein, shall not be held liable for any defects arising out of servicing/maintenance of the machine(s) by persons other than those authorised by the SP.
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 maintain 'Service Record Card(s)' in respect of each machine and shall obtain endorsement of Deputy Registrar (Administration), A.S or Deputy Registrar (Accounts), A.S on it after each servicing.

B. SERVICE CHARGES

1. The SP shall be entitled to a '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 'Composite Service Charge'
During the Warranty Period (say of 18 months)		No additional Charge will be granted.
After 21 months from the date of Agreement		25%
Henceforth, after every three months starting from the 24 th month till the 51 st month, after satisfactory servicing.		5% for every quarter (24 th month to 51 st month) = 50%
After completion of 3 years' of service excluding Warranty period		25%

2. Subject to Clauses A(2), A(3), 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). Further, no charges, in any form, will be paid during the Warranty Period (i.e from _____ to _____).

C. THE CUSTOMER

1. Shall ensure that the electrical outlets and electrical supply, access way and passage are conducive to proper functioning of the machines 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 or Rs 15,000, whichever is greater, for any or all of its, and/or its authorised person(s), following acts during the relevant-period:
 - a. Wrong/negligent service(s) or non-attendance(s) to service by violating Terms & Conditions;
 - b. Use such part(s), spare(s), consumable(s) etc, which is/are either old, or unsuitable, or counterfeit, or not sourced from the OEM;
 - c. Any irregularity, or improper or unsatisfactory activity(s).
 - d. Any act(s) of default and/or any unauthorised alteration etc. to the machine(s).
 - e. Any act that tantamount to debar the Customer and/or its employee(s) from utilising the machine(s).
3. Shall not procure such part(s) and/or spare(s) etc. for use in the machine(s) from any third party subsequent to the execution of this Agreement.
4. 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. If, during the subsistence of this Agreement, the SP is of the opinion that any of the machines requires workshop-repair, it may, after due inspection of the machine(s), submit to the Customer its recommendation with estimate for workshop-repair and estimated time for completion of the same in writing. If the Customer approves of the same, the SP shall arrange for workshop-repairing of such machine(s) 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.
4. 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.

5. In case of such repairing dealt in Clause D(3) above, the SP shall provide and install a substitute machine of more or less same specification and capacity, free of cost, for use of the Customer during such period of workshop-repairing.
6. The SP shall, under no circumstances, suspend such servicing etc. of the machine(s).
7. Subject to Clause D(4), neither the Customer nor the SP will assign this Agreement or any rights or obligations hereunder.
8. The SP will not be entitled to vary any of the charges payable by the Customer during the subsistence of this Agreement.
9. 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.
10. 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.
11. Only Courts at Kolkata shall have the jurisdiction in all matters arising out of this Agreement.
12. 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 Customer on this ___ day of _____,
2014:

(Authorised Representative)

Name:

Designation: