

# **Tender Document**

**For**

**Purchase of High Speed Photocopier Machines under  
the Buy-Back Scheme**

Tender no. 01/HIGH COURT/2018/Photocopier Machines

HIGH COURT of Judicature at Allahabad  
Civil Lines, Allahabad- 211017  
Ph.: 2422335-37, Fax: 0532-2420152  
[www.allahabadhighcourt.in](http://www.allahabadhighcourt.in)

## **Tender Notice**

### **Purchase of High Speed Photocopier Machines under the Buy-Back Scheme**

Sealed Tenders are invited from Original Equipment Manufacturer (OEM) or authorized resellers of OEM for Purchase of High Speed Photocopier Machines under the Buy-Back Scheme for the Allahabad High Court, as per the specifications and terms and conditions mentioned in the tender document. The Tender document can be downloaded from the official website of the High Court at <http://www.allahabadhighcourt.in> . For more information, please visit the website of the Allahabad High Court.

Interested and eligible Bidders may submit their Bid either personally or by post (registered or speed post)/courier to the Registrar General, Allahabad High Court, Allahabad, U.P. - 211017, so as to reach the Allahabad High Court on or before **03.11.2018 by 1.00 p.m.**

The High Court reserves the right to reject any or all the Bids without assigning any reason thereof.

**Sd/-**

**Registrar General**

## Invitation for Bids

Sealed bids are invited, in two bids format, from Original Equipment Manufacturer (OEM) or authorized resellers of OEM for Purchase of High Speed Photocopier Machines under the Buy-Back Scheme. Bids are invited for the work mentioned hereunder:

S. No	Item	Description
1	Items to be supplied under this Buy-Back Scheme	Tender for Purchase of High Speed Photocopier Machines under the Buy-Back Scheme. Details and scope of work is mentioned at Annexure-5
2	Cost of Tender Document	Rs 1,000/- ( <b>non-refundable</b> ) payable by Demand Draft of any scheduled Bank in favour of Registrar General, High Court Allahabad, payable at Allahabad.
3	Availability of Tender Document	Tender document can be downloaded from the Official web site of High Court of Judicature at Allahabad ( <a href="http://www.allahabadhighcourt.in">www.allahabadhighcourt.in</a> )
4	Last date of submission of Bid	03.11.2018, 1.00 pm
5	Date of opening of Technical Bid	03.11.2018, 4.30 pm
7	Date of opening of Financial Bid	03.11.2018, 5.00 pm
8	Earnest Money Deposit	Rs 40,000/- as Demand Draft in favour of Registrar General, High Court Allahabad, payable at Allahabad
9	Performance Security	10% of the total Work order value in the form of Performance Bank Guarantee on the format attached as Annexure-10
10	Place of opening of Tender	Committee Room, Allahabad High Court
11	Address for communication	Registrar General, High Court of Judicature at Allahabad Civil Lines, Allahabad- 211017

**Note**

\*Any future Corrigenda/ addendum shall be posted only on the official website of Allahabad High Court [www.allahabadhighcourt.in](http://www.allahabadhighcourt.in) . Tenderers are advised to visit the website regularly during this period. In case of any query please write to Assistant Registrar, Machine Section, High Court of Judicature at Allahabad, Civil Lines, Allahabad- 211017 or call him on 8004905231

S/d  
Registrar General,  
HIGH COURT of Judicature at Allahabad

## General Terms & Conditions

1. **Eligibility Criteria:** Bidder must have the following to be eligible to qualify in the tender:
  - a) The Bidder/Tenderer should be the original equipment manufacturer(OEM) or the authorized reseller of the original equipment manufacturer(OEM), engaged in the business of sales, service and support of High Speed Photocopier Machines with minimum experience of 03 (Three) years. The bidder should have sufficient Infrastructure, technical expertise, man power and financial strength to undertake the work.
  - b) Must not be black listed by any government entity or any other private body, public sector undertaking or autonomous institution;
  - c) Only those firms are eligible for submitting bids, who have a minimum annual business turnover of Rs. 12 Lacs in supply of High Speed Photocopier Machines alone for the last three years (Attach Certificate from Chartered Accountant verifying the turnover).

**NOTE:**

- i. The work executed in the own name of the bidder only will be considered for similar works, to meet the eligibility criteria. JVs / Consortiums / MOUs shall not be considered.
- ii. Tenderer should submit documents in support of minimum eligibility criteria along with the tender/bid.

Tenders/bids not meeting any of the above "Eligibility Criteria" shall be rejected.

2. **Cost of Tender Document:** Tenderers shall download tender document from the website of Allahabad High Court ([www.allahabadhighcourt.in](http://www.allahabadhighcourt.in)) and attach Demand Draft of Rs 1,000/- (non refundable) in favour of Registrar General, High Court Allahabad, payable at Allahabad. The demand draft of Tender fee should be enclosed with the Tender document, while submitting the Bid. The Demand Draft should be from a nationalized/scheduled bank.
3. **Earnest Money Deposit (EMD):**-Earnest money in the form of Demand Draft of Rs. 40,000/- in the favour of Registrar General, High Court Allahabad, payable at Allahabad is to be deposited. The demand draft should be from any nationalized/scheduled bank. Tender documents without EMD are liable to be rejected.
4. **Sealing and Marking of Bids:** The bidders shall submit the Technical bid (containing the Demand Draft of Tender fee, Earnest Money and other supporting documents to substantiate their claim of eligibility) in one sealed envelope clearly marked as "**Technical Bid for Purchase of High Speed Photocopier Machines under the Buy-Back Scheme**" with the name, address and telephone number of the bidder clearly marked on the envelope. The Financial bid in the prescribed format should also be provided in a separate sealed envelope clearly marked as "**Financial Bid for Purchase of High Speed Photocopier Machines under the Buy-Back Scheme**" with the name, addresses and telephone number of the bidder clearly marked on the envelope. Both these envelopes should be placed & sealed in one main outer envelope super-scribed as "**Bid for Purchase of High Speed Photocopier Machines under the Buy-Back Scheme**" with the name, address and telephone number of the bidder clearly marked on the envelope. Failure to comply with these instructions will amount to disqualification of the bid.
5. Alterations or overwriting in the tender documents is not allowed. Any alterations, erasures or overwriting shall render the tender invalid and shall be liable for rejection.
6. **Late Bid:** Any bid received after the deadline for submission of bids prescribed by Allahabad High Court, will not be accepted and returned unopened to the bidder.

7. **Bid validity period:** the Bid proposal shall remain valid for a period of not less than 90 days from the date of opening of Bids
8. **Bid Price:** Rates to be quoted for High Speed Photocopier Machines should be inclusive of all applicable taxes, levies, transportation, installation and any other incidental charges on F.O.R. Allahabad High Court (point of installation) basis. No price revision/alternative will be allowed after the receipt of the Bid. High Court shall not pay anything extra over and above the quoted price. The bidders shall indicate on the prescribed Financial Bid format, item-wise and final Bid Price of the items listed. The Bidder should also mention the buyback price of all the old Photocopier Machines which are available for disposal in the financial Bid (see Annexure-3 for detail of old machines). Final Price shall be arrived at by deducting the buy-back price of old machines from the quoted price of the new High speed Photocopier machines. If High Court chooses to retain any or all the old machines then their buyback prices will not be deducted from the quoted prices of the new High speed Photocopier Machines. The Bidders are required to make a visit to the High Court to examine the physical condition of the old photocopier machines taking prior appointment from the Assistant Registrar, Machine section. They may make a visit to High Court during office hours on any working day but prior to the last day of submission of Bids.
9. Allahabad High Court reserves the right to accept or reject any or all the tenders at any stage without specifying any reason thereof.
10. **Opening of Bids:** Technical bid will be opened first followed by Financial Bid, by the Committee constituted for the purpose by the Allahabad High Court.
11. **Attendance:** Prospective Bidders or their representatives who choose to be present for the opening of Bids shall sign a register evidencing their attendance.
12. **Preliminary Examination:** Before starting evaluation, the bids will be examined to determine whether they are complete in all respect, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. In case of computational error, the price quoted in words will prevail. If bid is determined as not substantially responsive, the Committee will reject it. The financial bids of only the substantially responsive bidders will be considered.
13. The process of **evaluation of bid** is as follows:
  - a. The Committee, appointed by the High Court, will first verify that the tender fee and EMD for Bid Security is in order and as per requirement of the bid. The Committee will then examine the bid on Eligibility Criteria as specified. The Bid not satisfying the eligibility criteria will be rejected.
  - b. The Financial bid of only those bidders will be opened whose technical bids are substantially responsive and approved by the committee. The Financial bid will be opened on the day specified for the opening of bid. The Committee, appointed by the High Court, will open the financial bids of eligible bidders and scrutinize the same minutely. In case, the financial bid is not opened on the day of opening of technical bid, the Committee may decide to open the financial bid on subsequent dates. In such case, the date, time and place of opening of financial bid will be notified on the website or conveyed over the phone to the participating Bidders.
  - c. After scrutiny and after having examined the proposal as per the requirement of the High Court, the High Court may accept the bid price of the bidder whose bid is found to be the lowest in terms of cost or any other bid found suitable or reject any or all of the bids, without assigning any reasons thereof. The decision of the High Court in this regard shall be final and binding. High Court reserves the right to discuss the Bid offerings with the Successful Bidder.

**14. Service support requirement:**

- a) The Successful bidder shall comply with the agreed timelines for supply of deliverables.

Failure to comply with agreed timelines may result in:

- i. Imposition of penalty at the rate mentioned in Special Technical Conditions in the Tender document
  - ii. Forfeiture of Performance Security
  - iii. The High Court shall be free to get the materials from some other vendor at market rate and the extra amount paid to the that engaged vendor will be recovered from the bidder;
  - iv. The bidder will be blacklisted from participating in future tenders of Allahabad High Court.
- b) The deliverables will be examined by the High Court for quality and quantity. In case the quality is not in compliance with the specifications provided to the bidder, the bidder will be asked to replace the same. In case the Bidder fails to replace the defective machine within 7 days, the same will be procured from the market and the difference in cost will be recovered from the bidder.

**15. Signing of a Contract:** The firm whose tender is accepted shall be required to sign a Contract within 1 week of the date of issue of Letter of Intent from the High Court and start the supply of machines from the date as shall be mentioned in the work order which shall be issued after the signing of contract.

**16. Guarantee/Warranty:** The tenderer shall guarantee that the items supplied to the High Court under this tender shall be of the best quality and new (i.e. fresh stock) in all respects and shall be strictly in accordance with the specification and particulars contained/ mentioned in the Technical Bid and Tender enquiry.

In case the items/articles are not as per the specifications and required quality, the same are liable to be rejected by High Court. Decision of High Court will be final on this account. The rejected items must be removed by the successful bidder from High Court's premises within 7 days from the date of information of their rejection and provide new and defect free product immediately. The expenses incurred on this account shall be borne by the successful bidder.

**17. Forfeiture of EMD:** The EMD may be forfeited if the Bidder withdraws its bid, or In case of a successful Bidder, if the Bidder:

- a) Fails to accept the letter of Intent and
- b) Fails to sign the contract for supply of materials specified in the Tender within 1 week of the date of issue of Letter of Intent from the High Court or fails to submit performance security within 1 week of signing of contract.

**18. Issuance of Letter of Intent:** The letter of Intent shall be issued to the selected bidder after the announcement of name of the successful bidder by the Committee constituted for the purpose in the High Court. The issuance of letter of intent shall be construed as an acceptance of offer of the bidder by Allahabad High Court and shall form a part of legal and enforceable contract between the Allahabad High Court and the successful bidder carrying the terms and conditions of the Tender, even before signing of an actual Contract.

**19. Payment condition:** Payment shall be considered due only after the satisfactory and successful delivery and installation of items under the purview of this tender as well as removal of buy-back items. **No advance payment will be made.** The payment to the Successful Bidder will be done as per the actual supply of items and the rates agreed thereof.

20. **No interest on deposits:** No interest shall be payable on any kind of deposit retained by Allahabad High Court during the performance of the work under this tender or during the progression of tender process.
21. Any time during the performance of the contract under this tender, if the need arises for any Addendum/Corrigendum in the terms and conditions of the Contract, the same shall be carried out with the mutual consent of both the parties.
22. **Performance Security:** The successful bidder will be required to submit equivalence of 10% of the Bid value as a guarantee for the satisfactory performance of the products supplied under this tender. The performance security should be in the form of bank guarantee from any scheduled bank and as per the prescribed format provided in the tender document. The Performance Security should remain valid for a period of 1 year from the date of installation of Photocopier Machines or till the highest warranty period among the Photo-Copier machines from date of installation of such machine, whichever is more.
23. **Sub Letting:** The Successful Bidder cannot assign or transfer and sub-let its interest/ obligations under this tender without prior written permission of the Allahabad High Court.
24. **Termination of Contract for default:** The High Court, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Successful Bidder, terminate the Contract associated with this tender in part or whole.
- a. If the Successful Bidder fails to deliver any or all the goods within the time period (s) specified in the work order, or any extension thereof granted by the High Court.
  - b. If the Successful Bidder fails to perform any other obligation(s) under this tender; and
  - c. If the Successful Bidder, in either of the above circumstances, does not remedy his failure within a period of 7 days (or such longer period as the High Court may authorize in writing) after receipt of the default notice from the High Court.

If the Contract is terminated in part then the Successful Bidder shall continue the performance of the work to the extent which is not terminated.

25. **Termination of Contract for Insolvency:** The High Court may at any time terminate the contract by giving written notice to the Successful Bidder, without compensation to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent as declared by the competent Court provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the High Court.
26. **Governing law and dispute resolution:** The obligation under this tender/contract shall be governed by and interpreted in accordance with the laws of India. All disputes or differences whatsoever arising between the Parties, out of or in relation to the meaning, scope or execution of work or failure to execute the same whether arising during the progress of the contract or after the completion or abandonment thereof or breach thereof, shall be settled amicably. If, however, the Parties are not able to resolve such dispute or difference amicably, the same shall be referred for Arbitration to a sole Arbitrator, the person appointed by Registrar General, High Court of Judicature at Allahabad. In case any party wants to take the dispute to a Court of Law after arbitration award as aforesaid, it is expressly agreed that only the Courts in Allahabad shall have the Jurisdiction.
27. **Force Majeure:** If at any time, during the continuance of the work under this tender, the performance in whole or in part by either party under obligation as per this tender is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to "eventuality"),

provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party can make any claim for damages against the other in respect of such non-performance or delay in performance and deliveries under the purview of the work. The work shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist. In case of any dispute, the decision of Registrar General, High Court of Judicature at Allahabad, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this tender is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, parties may, terminate the contract with prior information and with mutual consent.

Signature of the Tenderer in ink  
With stamp and date



## Special Technical Conditions

1. Delivery and installation period: Maximum two weeks from the date of the purchase order. The Installation report should be signed by the engineer of the Successful Bidder jointly with Assistant Registrar of the Machine Section of the High Court.
2. Liquidated damage charges: if the supplier fails to deliver the goods and/or perform the services within the contractual delivery period for reason other than circumstances beyond supplier's control (which will be informed by the supplier in writing and agreed to by the High Court) and the High Court extends the delivery period, the High Court shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the Rs. 1000/- per day per printer up to maximum deduction of 10% of the contract price.
3. Supply to be made in full against the order and the bill will not be accepted for part supply.
4. In case the firm refuses to supply the articles or does not fulfil the terms & conditions, the contract can be terminated along with forfeiture of Performance Security. In this case the firm will also be blacklisted.
5. The articles should be packed carefully to prevent damages during transit. The delivery of items will be taken at the risk and cost of the supplier. Defective items will not be accepted and the same shall be replaced at risk and cost of the supplier.
6. The materials are to be supplied as per approved brand and make specified in the Technical Bid of the Successful Bidder.
7. The old Photocopier Machines would be taken away by the contractor. Therefore the Bidders are required to quote the prices in the Financial Bid after discounting for old Machines as buy-back price. The discounted amount is to be clearly shown in the Financial Bid.
8. **Service Level Agreement (SLA) Parameters:**
  - The Photocopier machines should be under at least one year of free on-site warranty and support from the date of installation, including free provision of spare parts, kits as and when required.
  - **After Sales Service during the warranty period:** The after sales service shall be "onsite" in nature. Here High Court shall provide paper; electricity & space, apart from that **any other part** shall be covered by the bidder.
  - **Call Attend Mechanism for on-site servicing during the Warranty period:**

a) Frequency of Preventive Maintenance visits	Quarterly basis
b) Call Response Time	2-hour. Within two hour call should be attended and report should be provided about the cause of breakdown.
c) Resolution time	<b>1) Minor:</b> 4-hour, in case of minor repair, paper jam, cartridge replacement etc <b>2) Major:</b> 8-hour, in case of major repair, part replacement etc. <b>3) Critical:</b> More than 2 working days. If resolution requires more than two days, standby machines shall have to be provided of same configuration at the vendors

	cost. <i>Bidder should have adequate spare parts so as to provide smooth after sales service.</i>
d) Penalty	If the after sales service is not upto the mark and resolution time is beyond 2-days for minor and major break down or 15-days for very critical break down even after standby is provided or call is not attended as mentioned in "Resolution time" (above clause c), then High Court may impose penalty as liquidation charges mentioned in the Special Technical Conditions of the Tender Document up to a maximum value of 10% of the total contract value.  After that, the contract will be assumed terminated and appropriate penalties may be imposed by High Court.
e) Third party repair	High Court also reserves the right to get the machines repaired from third party if the party is not able to rectify within the "Resolution time". In such cases, all such expenses shall invariably be borne by the supplier.

- **Preventive Maintenance (PM):** Supplier shall visit each site (Photo Copier) at least once in every Quarter during the warranty period from date of Installation compulsorily to carryout preventive maintenance and fine-tune the machines besides regular service calls during the Warranty Period/ Maintenance Period. Vendor has to submit the Preventive Maintenance report duly signed by the user on visit. Failing of PM, suitable penalty would be charged or recovered from supplier as mentioned in this SLA which will be recovered either from Bank Guarantee or from any other pending payments or directly from the vendor.
- **Service Escalation Matrix:** Selected bidder needs to provide service escalation matrix in Format-4 of the Technical Bid proforma( Annexure 4) as part of the SLA with proper call logging mechanism.

Signature of the Tenderer in ink

With stamp and date

## Letter for Submission of Tender

**To**

Registrar General,  
High Court of Judicature at Allahabad,  
Allahabad (U P)

**Subject:** Tender for Purchase of High Speed Photocopier Machines under the Buy-Back Scheme, against Tender No. 01/HIGH COURT/2018/ Photocopier Machines.

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Dear Sir,

Having examined the tender document as a whole and having understood the provisions and requirements relating to the tender, we hereby submit our offer and confirm our acceptance to execute a contract for Purchase of High Speed Photocopier Machines under the Buy-Back Scheme within the time period specified in the tender document, at the rates quoted by us in the accompanying Financial Bid or as per the rates contained in the Contract. If, after our offer is accepted, we fail to execute or complete the work as described in the Tender we agree that, ALLAHABAD HIGH COURT shall have full authority to forfeit the earnest money/ security deposit and cancel the contract or part thereof with no obligation on their part.

We confirm having deposited earnest money of Rs 40,000/- (Rupees Fifty Thousand only) by Demand Draft No.....dated ..... drawn on .....Bank ..... Branch attached here to, and the information required, as per annexures attached.

I/we further confirm that –

- i. I/We are the Original Equipment Manufacturer (OEM) or Authorized reseller of the OEM for the items mentioned in the Tender Document.
- ii. The general terms and conditions and special technical conditions of the Tender documents have been fully examined and full cognizance taken thereof in arriving at the price/ tendered sums contained therein in my/ our tender.
- iii. The old Photocopier Machines that were earmarked by the High Court for buy-back have been examined by me/us before quoting the net bid value.
- iv. I/ We confirm that we satisfy the qualifying criteria as prescribed in the Tender document and have attached the requisite documents as documentary proofs. In case you require any further information/documentary proof in this regard during evaluation of our bid, we agree to furnish the same in time to your satisfaction.
- v. I/we have successfully executed orders of similar nature and i/we have sufficient experience and financial strength in handling orders of this value. I/We have a capacity and experience to enter into and execute Annual Maintenance Contract with our clients for servicing same or similar Photocopier Machines.
- vi. I/we have sufficient qualified manpower and necessary materials to execute the order efficiently in the specified time.
- vii. I/we further confirm that all the pages of the Tender documents have been read, understood and signed and there is no deviation/discrepancy.
- viii. I/We further declare that the prices stated in our proposal are in accordance with your Terms & Conditions in the Tender document. We further understand that the quantities as specified in this Tender may increase or decrease at the time of award of Purchase Order(s) as per the requirements of ALLAHABAD HIGH COURT without any escalation in price.
- ix. I/We hereby declare that in case the Contract is awarded to us, we shall submit the Performance Guarantee Bond in the form of Bank Guarantee in the prescribed format for the amount of 10% of the total Contract/Bid value (the format of Performance Bank Guarantee is provided in the tender documents).
- x. I/We agree with payment terms specified in the tender documents.

- xi. It is being certified that all information provided in tender form is true and correct to the best of my /our knowledge and belief. We hereby declare that our proposal is made in good faith, without collusion or fraud. No forged /tampered document(s) are produced with tender form for gaining unlawful advantage.
- xii. I/We assure the Allahabad High Court that I/We will NOT be outsourcing any work specified in the tender document, to any other firm without the written permission of the Allahabad High Court.
- xiii. I/We, further certify that I/We, possess all the statutory /non-statutory registrations, permissions, approvals, etc., for providing the requisite services,
- xiv. I/We will sign the contract within 7 days of issuance of letter of intent and submit 10% of the contract value as performance security within 7 days of signing of the contract.
- xv. I/We hereby declare that my/our firm has never been blacklisted by any Government entity/Public sector undertaking/ autonomous institution or any other private entity for non-completion of work or for non-performance.

Signature of the Tenderer  
With stamp and date

**TECHNICAL BID**

01/High Court/2018/Photocopier Machines

**Format-1****A). GENERAL INFORMATION (Part of the Technical Bid)**

S. No	Item	Description (to be filled in by the Tenderer)
1	Tender fee Details Instrument No: and date: Amount in Rs. Name of the Bank and Branch:	
2	EMD Details Instrument No: and date: Amount in Rs. Name of the Bank and Branch:	
3	Name and Address of the Tenderer	
4	Fax	
5	e-Mail	
6	Mobile	
7	Registration and incorporation particulars of the bidder indicating legal status such as company, partnership / proprietorship concern, etc.	
8	Name of Authorised signatory/ contact person and Telephone No.	
9	Year of Establishment	
10	GST Number, PAN Number:	
11	Yearly Turnover of the last 3 financial years (Rs)	
	2017-2018	
	2016-2017	
	2015-2016	
12	Name and Address of the Banker	
13	No of years of experience in Sales & Maintenance of Similar Photo-Copier Machines.	
14	Whether the bidder has an operational capability to execute AMC	
15	Whether bidder has office in Allahabad	
16	Any other information/document: please specify	

*Note: Pl. attach copies of the relevant documents/certificates. Separate sheets may be attached wherever necessary. Please attach a letter of Authorization from OEM for Sales as well as Services, if the Bidder is not an OEM himself.*

*Note:*

*Bidder/Tenderer to ensure that all*

- ❖ *Pages in the tender document have been numbered, signed and stamped by the authorized person*
- ❖ *Documents are legible (clearly readable)*
- ❖ *All the eligibility claims shall be supported by relevant documents. Please arrange all the attachments systematically i.e.name them as appropriate annexure, provide page number and mention them serially in an Index page.*

Signature of the Tenderer in ink

With stamp and date

**TECHNICAL BID**

**Format-2**

TECHNICAL SPECIFICATION

**1. Technical Specification of Photo-Copier Machine with minimum specification of 55-75 CPM with Duplex, RADF and HDD along with Trolley and stabilisers**

Brand:

Model:

Warranty:

Sl No.	Specification	Description

- Please insert as many rows as may be required.
- If the Bidder chooses to offer Photocopier Machines of different band then they have to replicate the above format for different machines to provide the detail.
- Please provide details of Consumables in next sheet.

**2. Technical Specification of Power Stabilizer**

Brand:

Model:

Warranty:

- Please attach product brochure for stabiliser also

**3. Technical Specification of Trolley**

Brand:

Model:

Warranty:

Physical Dimensions:

**Note:-**

1. All the claims shall be supported by relevant documents. Please arrange all the attachments systematically i.e.name them as appropriate annexure, provide page number and mention them serially in an Index page.
2. Please mention the life of machines and number of print/copies as per the OEM Company records.
3. Product brochure of OEM needs to be submitted along with the Proposal. The product brochure of the OEM should have the necessary technical specifications of the product for reference.
4. Bidder may add any item which they want to provide for smooth handling & running of the Photocopier machine. Any such item shall be considered as a free and complementary item.

Signature of the Tenderer in ink

With stamp and date

**TECHNICAL BID**

**Format-3**

**A) Detail of Consumables of Photocopier Machines with minimum specification of 55-75 CPM with Duplex, RADF and HDD along with Trolley and stabilisers**

**For proposed Photo-Copier Machine**

Brand:

Model:

Warranty:

Sl. No.	Consumables	Yield in terms of number of expected photocopies
1	Ink/Toner	
2	Drum	
3	Developer (if applicable)	
<b>Others</b>		
1		
2		
3		

Signature of the Tenderer in ink  
With stamp and date

**TECHNICAL BID**

**Format-4**

**A) After Sales Service Facilities**

**For proposed Photo-Copier Machine**

Brand:

Model:

Warranty:

The bidder has to submit the details about their

1. After sales service facilities, scope, terms and conditions. Like:-
  - Call Logging Mechanism:
  - Call Attending Mechanism:
  - Call resolution Mechanism:
  - Escalation Matrix:
  
2. Terms and Conditions & Options provided
  - What items it covers?
  - What items it does not cover?
  - Availability of spares & turn-around time etc.
3. Any certification (Quality, ISO etc)
4. Any other information related to after sales service.

*Note: All the claims shall be supported by relevant documents. Please arrange all the attachments systematically i.e.name them as appropriate annexure, provide page number and mention them serially in an Index page.*

Signature of the Tenderer in ink

With stamp and date



## Scope of work

### Items/Services to be supplied/bought-back under this Tender

#### 1. Items to be supplied under Purchase of High Speed Photocopier Machines under the Buy-Back

##### Scheme

Sl. No.	Description	Quantity
1	High Speed Photocopier Machines with minimum specification of 55-75 CPM with Duplex, RADF and HDD along with Trolley and stabilisers	8

\* The quantity mentioned above is a fair estimate of the requirement of the High Speed Photocopier Machines. However, the actual order quantity may vary.

#### 2. Installation and training:

The successful bidder has to install the machines at their place of use and provide necessary training to the staff of the High court for operating the machines.

#### 3. Buy-Back option for the old Photocopier Machines

The purchase of new Photocopier machines would be done under buy-back of the existing old Photocopier Machines by the successful bidder. Accordingly they may inspect the existing machines and quote separately the buy-back rate of the machines while submitting their bid. However, the High Court shall reserve their discretion to retain any of the machines and in such case/s the buyback value of the corresponding machine/s shall not be deducted from the quoted price of the new machines.

At present following machines are earmarked for buy back scheme

S. no.	Brand	Model or Make	Installed at	Year of Purchase	Current Status (Working or not working)
1	Xerox	5834	Stock	2005	Not Working
2	Konika Minolta	Bizhub-350	Stock	2008	Not Working
3	Ricoh	MP-6000	Stock	2009	Not Working
4	Ricoh	MP-5002	Under stairs Photocopier Room	2013	Working
5	Ricoh	MP-5002	Copying stamp 'D'	2013	Working
6	Ricoh	MP-5002	Copying stamp 'D'	2013	Working
7	Ricoh	MP-5002	Copying Misc. 'E'	2013	Working
8	Ricoh	MP-5002	Account Section	2013	Working

#### 4. Warranty and after sales service

After the successful delivery and installation of the photocopier machines, the successful bidder shall have to provide usual After Sales Service as prescribed by the OEM for that machine type under the warranty period. There shall be four mandatory, onsite quarterly, visits of the service technician during the first year of installation as a measure of preventive maintenance. However, in case there is breakdown, the High Court may call the service technician any numbers of times as required for the purpose of service. Such Breakdowns shall be attend and resolved by the successful bidder as per the Service Level Agreement (SLA) mentioned in the Tender Document.

I/We understand that the overall order quantity may vary from what is mentioned above.

Signature of the Tenderer in ink

With stamp and date

**FORMAT FOR SUBMITTING FINANCIAL BID-1***(ON THE LETTER HEAD OF BIDDER)***1. Tender for Purchase of High Speed Photocopier Machines under the Buy-Back Scheme.**

Sl. No.	Description	Quantity	Rate inclusive of all taxes, Delivery & Installation Cost	Amount	Amount in Words
1	High Speed Photocopier Machines with minimum specification of 55-75 CPM with Duplex, RADF and HDD along with Trolley and Stabilisers				

\* The overall order quantity of High Speed Photocopier Machines may vary

**2. Buy-Back value offered for the old PhotoCopier Machines along with their accessories if any:**

Sl. No.	Description of model and accessories if any	Quantity	Rate	Amount	Amount in Words
1					
2					
3					
4					
5					
6					
7					
8					
Total					

\* High Court reserves the right of not to dispose any existing machine/s under the buy-back option. In such case the respective item/s value shall be deducted from the overall buy-back offerings of the Bidder. The successful Bidder shall bear all expenses related to removal of such old machines under the buy-back scheme from the premises of High court which are considered disposed of under this scheme.

The net Bid price with buy-back of old machines, inclusive of all applicable taxes, levies and other charges in words is Rs. ....

(In case of discrepancy in the quoted amount in figures and words, the quoted amount in words will prevail.)

I/We agree to supply the above goods in accordance with the technical specifications as mentioned above within the period specified in the tender document. The net Bid price with buy-back of old machines is full and final inclusive of all taxes, installation charges, freight, etc. I/We understand that the overall order quantity may vary from what is mentioned in the Tender (Annexure-2). I/We have made the buy-back offer after taking into the cognizance the state of old Photocopier machines available under buy-back scheme.

Signature of the Tenderer in ink  
With stamp and date

**FORMAT FOR SUBMITTING FINANCIAL BID-2***(ON THE LETTER HEAD OF BIDDER)***1. Details of consumables**

Sl. No.	Consumables	Amount	Amount in Words	Yield in terms of number of expected photocopies
1	Ink/Toner			
2	Drum			
3	Developer (if applicable)			
<b>Others</b>				
1				
2				
3				
Total				

\* Please insert as many rows as applicable

**2. Rate of Annual Maintenance Contract(AMC) after Warranty Period**

Sl. No.	AMC	Amount	Amount in Words
1	AMC with Consumables		
2	AMC without Consumables		

Signature of the Tenderer in ink  
With stamp and date

**Letter of authorization for attending the Bid opening**  
*(ON THE LETTER HEAD OF THE BIDDER)*

Sub: Authorization for attending the technical bid opening on -----and financial bid on ----- of the tender for Purchase of High Speed Photocopier Machines under the Buy-Back Scheme.

Following person whose name and signature is appended below is hereby authorized to attend the bid opening for the tender mentioned above on behalf of the bidder ..... , office Address .....

Name and specimen signature of the representative:  
(Encircled and stamped by the Tenderer)

Name and specimen signature of the alternate representative:  
(Encircled and stamped by the Tenderer)

Signature of the Tenderer in ink  
With stamp and date

**UNDERTAKING**

*(ON THE LETTER HEAD OF THE BIDDER)*

I/We undertake that ..... (Name of the company) having registered office at .....has not been blacklisted by any Govt. Department/Public Sector Undertaking/Autonomous Body/ Private entity.

Signature of the authorized  
Signatory of the firm/  
Company/Organization Official  
stamp/ seal.

Date:

Place:

**PERFORMANCE BANK GUARANTEE PROFORMA**

*(To be executed on Non-Judicial Stamp Paper of Rs. 100/- or such higher value as per the Stamp Act of the State in which the Guarantee is issued. Stamp Paper shall be in the name of the Bank issuing the guarantee.)*

**Bank GUARANTEE NO. :**

**DATED:**

Dear Sirs,

- 1. THIS DEED OF GUARANTEE made on this ..... day of ..... 20..... between the High Court of Judicature at Allahabad (hereinafter referred to as the "High Court" which expression shall unless excluded by or repugnant to the context includes its successors) of the first part and the ..... (hereinafter referred to as the "Bank" which expression shall unless excluded by or repugnant to the context include its successors) of the second part.
- 2. Whereas the Contract dated ..... has been signed between the High Court and ..... having its registered office at ..... (hereinafter referred to as "Bidder") for carrying out the work related to Tender floated for Purchase of High Speed Photocopier Machines under the Buy-Back Scheme and for providing service support as per the terms and conditions of the Contract.
- 3. AND WHEREAS as per clause ..... of the Contract, the Bidder has to furnish a Performance Bank Guarantee of 10% of the total Contract Value i.e. Rs ..... (Rupees ) only valid for a period of one and a half year from the date of signing of Contract, by way of security for the satisfactory execution of the Contract for Purchase of High Speed Photocopier Machines under the Buy-Back Scheme and for providing service support as per the terms and conditions of the Tender.

AND WHEREAS on the request of the Bidder, the Bank executes these presents.

4.0. THIS DEED WITNESSES AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN PARTIES HERETO AS FOLLOWS:

4.1. The Bank hereby guarantees to the High Court that the .....(name of the Bidder) is capable of executing the said work to the satisfaction of the High Court. In the event of non satisfactory performance of the work, stipulated in the Contract, the Bank shall indemnify and keep the High Court indemnified to the extent of 10% of the total Contract Value i.e. Rs ..... (Rupees) only, valid for a period of one and a half year from the date of signing of Contract related to Tender floated for Purchase of High Speed Photocopier Machines under the Buy-Back Scheme, against any loss or damage that may be caused to or suffered by the High Court on account of such non satisfactory performance of the work, stipulated in the Contract and that the decision of the High Court in this regard will be final and conclusive.

4.2. In consideration of the aforesaid clause 4.1 and at the request of the Bidder, we the Bank hereby irrevocably and unconditionally guarantee that the Bidder shall perform in an orderly manner its obligations in accordance with the terms and conditions set forth in the Contract and in the event of the Bidder's failure to do so, the Bank shall unconditionally pay to the High Court, on demand, any amount up to the value

mentioned in clause 4.1, without any reference to the Bidder and without questioning the claim.

4.3 In the event of non-satisfactory performance of the work, stipulated in the Contract, the decision of the High Court in this regard shall be final and conclusive and binding on the Bank without demur. The Bank shall pay forthwith the amount demanded by the High Court notwithstanding any dispute, if any, between the High Court and the Bidder.

4.4 The Bank further agrees that the guarantee herein shall remain in force during the period mentioned in Clause 4.1 above and also any extended period provided by the High Court beyond the aforesaid period.

4.5 This Guarantee shall not be affected by any change in the constitution, amalgamation, absorption or reconstitution of the Bidder or the Bank.

4.6 The Bank undertakes not to revoke this guarantee at the instance of the Bidder for any reason whatsoever.

4.7 The Bank further agrees that in order to give full effect to the Bank guarantee, the High Court shall be entitled to act as if the Bank were its principal debtors in respect of its claim against the Bidder and the Bank hereby expressly waives all its rights of surety ship and other rights, if any, which are in any way inconsistent with this Guarantee.

Notwithstanding anything herein above, liability of the Bank under this guarantee is restricted to Rs .....

(Rupees ..... ) only and it will remain in force up to the period specified in Clause 4.1

COUNTERSIGNED

Signature:

Name:

Designation:

Organization:

Signature:

Name:

Designation:

Organization: