

West Bengal State NGRBA Program Management Group (SPMG)
Urban Development Department, Govt. Of West Bengal
4th Floor, "NAGARAYAN", DF - 8, Sector - I,
Salt Lake City, Kolkata - 700 064

Memo No: 56/NGRBA/SPMG/OEG/2011/10

Dated: 04.03.2013

Subject: Quotation for AMC of photo copier Machines installed at West Bengal State NGRBA Program Management Group (SPMG) 4th Floor "NAGARAYAN", DF – 8, Sector – 1 Salt Lake City, Kolkata – 700064 for the period from 1.4.2013 to 31.03.2014.

Sirs,

Sealed quotations are invited from the authorized repair service centre for award of Annual Maintenance Contract (AMC) of photo copier Machines installed at West Bengal State NGRBA Program Management Group (SPMG) 4th Floor "NAGARAYAN", DF – 8, Sector – 1 Salt Lake City, Kolkata – 700064 for the period from 1.4.2013 to 31.03.2014 as per the details given below. A copy of authorization from M/s Cannon India Pvt. Ltd. may be enclosed without which the quotation will not be accepted.

Sl No.	Location	Model of Machines
1	Program Director (Room No:403)	No. 2RC – 2020H, Serial No. FAN - 10465
2	Director (Finance & Admin) Room No:404	No. IR 2525, Serial No. FRZ 35756
3	PS to Principal Secretary ,5 th Floor	No. IR 2525, serial No. FRZ 35568

The sealed Quotation duly filled in, completed in all respect super scribed as "Quotation for Comprehensive Annual Maintenance Contract for Canon Photo Copier" should be dropped in Tender Box placed in office of the WBNGRBA (SPMG), 4th Floor "NAGARAYAN", DF – 8, Sector – 1 Salt Lake City, Kolkata – 700064, latest by 22.03.2013, at 3.00 PM, which will be opened on the same day in presence of those quotationers who wish to be present during the opening of the quotation.

Terms and Conditions for Quotation:

1. The Quotation should be addressed to the Program Director, West Bengal State NGRBA (SPMG), 4th Floor, Nagarayan, DF 8 Sector 1 Salt Lake City, Kolkata 700064 and should be accompanied by an Earnest Money Deposit (EMD) of Rs. 3,000/- (Three thousands) only by a demand draft drawn in favor of the "Program Director West Bengal State NGRBA Program Management Group, payable at Kolkata. The Quotation without the Demand Draft will be summarily rejected. Demand Draft of Unsuccessful bidder shall be returned after the award of the contract and the EMD of the successful bidder will be converted into the Security Deposit (without any interest).
2. The bids may be submitted in two sealed cover envelopes separately placed in one envelop. The first envelop shall contain the earnest money deposit and second envelop shall contain financial bid as per proforma annexed, failing which the bid is liable to be rejected without any further notice.
3. The bidder shall attach copies of the documents in support of the experience, list of clients and TIN / VAT/ PAN and Service Tax registration No. without which the quotation will not be accepted.
4. The Contract shall be on a comprehensive service maintenance agreement basis and no extra charges for any general wear and tear / spare parts consumables i.e. ink toner etc. shall be borne by the SPMG. Only paper and power shall be provided by the SPMG. It will be the responsibility of the contractor to keep the machine in perfect working order. The repair work will have to be carried out at the location of

- the equipment except in the exceptional circumstances, where the equipment or any component may be required to be taken out for repair in the workshop.
5. The rates may be quoted per copy and taxes if any may be indicated separately. The contractor may clearly indicate details of item, if any with regard to replacement of spare parts/machinery those are not covered in AMC.
 6. Acceptance or rejection of the quotation will finally rests with the West Bengal State NGRBA Program Management Group (SPMG). The West Bengal State NGRBA Program Management Group (SPMG) reserves the right of rejecting any quotation without assigning any reason.
 7. Monthly payments will be made to the Contractor after having necessary certificate from the user officer's for reducing satisfactory services to the West Bengal State NGRBA Program Management Group (SPMG) after deduction of all applicable taxes.
 8. The Contractor will maintain Service Card in respect of each photo Copier Machine.
 9. Spare parts to be provided should be in original and genuine quality. The contractor should ensure that no spare parts are taken out of the machine under repair job. The Contractor should be available on Telephone for rendering service in all working days.
 10. In case a call is not attended by the contractor in a reasonable time, penalty to be decided by the West Bengal State NGRBA Program Management Group (SPMG) will be levied upon the contractor after due verification from the user
 11. The rate quoted and agreed to by the West Bengal State NGRBA Program Management Group (SPMG) shall remain valid for a minimum period of 1(one) year and no increase will be granted during the validity of the current agreement.
 12. At the same time the Program Director notifies the successful bidder that its bid has been accepted, the Employer (Program Director) will send the bidder the Form of Contract Agreement provided in Annexure-I in the NIQ and within 15 (Fifteen) days of receipt of the Form of Agreement/ Contract, the successful bidder shall sign the Form and return it to the Program Director.
 13. If any of the terms or conditions provided herein or any direction(s) issued by the West Bengal State NGRBA Program Management Group (SPMG) is not complied with or Contractor is found to have committed any breach thereof, the West Bengal State NGRBA Program Management Group (SPMG) will be at liberty to terminate the Contractor.
 14. The Bidder must have an office at Kolkata for carrying out the maintenance service of photocopier machine within 48 (Forty eight) hours after lodging complain.
 15. In case of any dispute between the West Bengal State NGRBA Program Management Group (SPMG) and Contractor, the matter will be referred to the arbitrator appointed by the Urban Dev Department and decision of the arbitration shall be final and binding on both the parties.

Chunar De
(Chunar De)

Program Director

PRICE BID

Sl. No.	Particulars	Rate per copy	Service Tax Etc
1	Comprehensive AMC for Cannon Digital photocopier Model No IRC 2020H Sl. No. FAN10465..... including spare parts Consumables and Ink Toner etc		
2	Comprehensive AMC for Cannon Digital photocopier Model No IR 2525 Sl. No. FRZ 35756 and FRZ 35568Toner etc		

Signature of Contractor
With Seal and date

No: Memo No: 56(6)/NGRBA/SPMG/OEG/2011/10

Dated: 04.03.2013

Copy forwarded for information and necessary action to:-

1. Smt. Indrani Saha, Joint Secretary, Urban Development Department.
2. Sri S. Chatterjee, Director (Finance & Administration).SPMG, West Bengal.
3. Sri A. Nag, Senior Civil Engineer, SPMG, West Bengal.
4. PS to the Principal Secretary, Urban Development Department.
- ✓ 5. Team Leader, PMU. He is requested to upload the NIQ along with "sample Form of Agreement on the official site of the Urban Development Department's tender portal.
6. Notice Board of the Urban Development Department.


Program Director
SPMG, West Bengal.

**SAMPLE FORM OF AGREEMENT
(On Non-Judicial Stamp Papers)**

This Agreement made this _____ day of _____ 20__ between, Programme Director, West Bengal State NGRBA Program Management Group (SPMG) Urban Development Department Govt. of West Bengal, 4th. Floor, "Nagarayan", DF-8, Sector – I, Salt Lake City, Kolkata- 700 064 (herein after called the **Employer**) of the **one part** and of the **other part**, _____ hereinafter called the **Contractor**.

1. WHEREAS THE EMPLOYER has accepted the offer of M/s.....to render the service for the maintenance of 3 (three) no's of Canon Digital Photocopier (Model No: 2RC – 2020H, Serial No. FAN – 10465, No: IR 2525, Serial No. FRZ 35756 and. No: IR 2525, serial No. FRZ 35568) with effect from **1.04.2013 to 31.03.2014** at the cost of Rs..... For the entire services/ maintenance/ repairs for the maintenance on the terms and conditions herein.

2. WHEREAS THE EMPLOYER is desirous of having maintenance and service of 3 (three) no's of Canon Digital Photocopier (Model No: 2RC – 2020H, Serial No. FAN – 10465, No: IR 2525, Serial No. FRZ 35756 and. No: IR 2525, serial No. FRZ 35568) at 'Nagarayan, 4th and 5th Floor (hereinafter to be referred as **Equipments**).

3. AND WHEREAS in pursuant to the offer of the **Contractor**, the **Employer** has agreed to engage the **contractor** for the maintenance of equipments on the terms and conditions hereinafter.

4. AND WHEREAS the **Contractor** has offered to render its services to maintain the equipments to the satisfaction of the **Employer**.

5. NOW, THEREFORE THIS AGREEMENT WITNESSES THAT THE PARTIES have agreed as follows:

- I. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the **NIQ** hereinafter referred to.
- II. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) Letter of Acceptance;
 - b) Notice inviting Quotation; and
 - c) Any other documents forming part of the contract.
- III. **THE CONTRACTOR** shall render the maintenance, servicing and repair work for a period of **1(one)** year w.e.f **01.04.2013** under Annual Maintenance Contract at the cost of Rs...../- per annum. Monthly payment will be made after and each month on production of satisfactory report from the concerned users.
- IV. **THE CONTRACTOR** shall undertake to introduce a system of periodic preventive maintenance visits made by the Maintenance Personal, which shall be at least **once** in every month.

- V. **IN ADDITION TO PROMPT** attendance to all the complaints within same day of receipt of its notice, the **Contractor** shall carry-out routine check up and maintenance of the equipments at least once in a month.
- VI. **THE CONTRACTOR** shall take prompt corrective action in response to the complaints received by it through its visiting representatives within 2 hours provided, however, in case of the complaints received at late hours of the day will be attended at the early hours of the following working day.
- VII. **UNLESS OTHERWISE AGREED** the **Contractor** shall ensure to carry-out the maintenance and repairing work as per latest modification standard applicable to the **Employer's** Equipments.
- VIII. The Engineers will work under the instructions of the Users of the Equipments' and shall submit complaint sheets for each complaint attended by them. The complaint sheet, would clearly define the nature of the complaint, location of equipment and time taken for rectification of a complaint. The engineers are also required to get the complain sheets signed by the respective users.
- IX. **The AMC** will include rectification of all complaints to be done by Engineers. The engineer will have to ensure that all calls are attended within same working day and the upkeep time for the repair of any system would be up to two working days.
- X. **IN THE EVENT OF FAILURE OF THE CONTRACTOR** to fulfill any of its contractual obligations, the **Employer** will be entitled , without prejudice to its any other rights available to it, to terminate the Contract and the security deposit produced by the **Contractor** shall also be forfeited.
- XI. **THE CONTRACTOR** shall provide all preventive maintenance, corrective maintenance, replacement of spare parts and consumables like toner, drum and fixing films etc. free of cost. The Equipment will have to be repaired in house. No Equipment should be taken out for repairs without a valid gate pass and making proper entries in the Equipment Register.
- XII. The defective equipments/spares will be replaced by the equipments/spares of the same specification and in case these are not available, the higher specification will have to be installed. In no case, defective items will be replaced by old spares. The details of the defective items/ parts and of those are replaced will be specified in the log sheet.
- XIII. **THE CONTRACTOR** shall provide functional Mobile Phone numbers to the Engineers for urgent communications.
- XIV. **THE COMPANY** will not revise the maintenance charges in between the period of the Agreement.
- XV. Un-authorized person other than **contractor's** authorized representative(s) will not be allowed to attend the machine.
- XVI. If any of the components critical to the working of the photocopier is not working, this will be taken as total failure of the photocopier machine.
- XVII. The defective components may be replaced with the same configuration.
- XVIII. Function of all components would be ensured for the proper functioning of operating system and all attachments should function properly.
- XIX. The printing should be checked regularly.
- XX. The photocopier machine should be serviced /cleaned once in every month.
- XXI. **THE EMPLOYER** agrees not to employ directly or indirectly any additional attachment, features, fixtures or devices on the equipment, not make alterations, additions or modifications there to except as may be advised/

permitted by the **Contractor**. During the contract period no attempt shall be made by the **Employer** or by other person other than an authorized representative of the **Contractor** to repair, service or maintain the scheduled equipment.

- XXII.** Repair, replacement or maintenance of the Schedule Equipments as deemed necessary will be done by the **Contractor's** Engineer during the working hour's viz. 10.30 A.M. to 3.30 P.M. on all days exclusive of Sunday, Saturday and Holidays.
- XXIII.** In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
- XXIV.** The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- XXV.** **In Witness** whereof the parties hereto have caused this Agreement to be executed the day and year first before written. All legal matters in respect of this Contract & Agreement will be dealt in the High Court of Calcutta.

For and on behalf of M/s.....

For and on behalf of the West Bengal
State NGRBA(SPMG):

Signature:
Designation:

Signature:
Program Director

Witness:
1.
2

Witness:
1.
2.

(seal with Designation)