

Chapter - 1: Instructions to Bidders.

- i. The complete bidding documents are uploaded on Mission's website (<https://www.pminewyork.gov.in>) and on CPP portal (www.eprocure.gov.in) to enable prospective bidders to make use of the documents by downloading from the Mission's web site.
- ii. If a firm quotes NIL charges/ consideration, the bid shall be treated as unresponsive and will not be considered.
- iii. The bids will be opened on 31 May 2024 at 1100 hrs at PMI New York premises and authorized representatives of the bidders are permitted to attend the bid opening.
- iv. Contract will be awarded to the lowest evaluated bidder whose bid will be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- v. The name of the successful bidder awarded the contract will be mentioned in the CPP Portal and Mission's website .
- vi. The resultant contract with the selected bidder will be interpreted under Indian Laws.

Chapter - 2: Conditions of Contract.

Agreement for leasing of 2 units Heavy Duty photocopier and 1 Middle size photocopier for the Permanent Mission of India to the United Nations, located at 235 East, 43 rd Street, New York – 10017

This AGREEMENT, made this 00 day of 00 May, 2024 by and between the Permanent Mission of India to the United Nations, New York, whose office is situated at 235 East, 43 rd Street, New York – 10017 (hereinafter called “PMI”), and, whose office is situated at(hereinafter called ABC).

The parties do hereby agree as follows:

- 1. LEASE AGREEMENT:** PMI agrees to lease from ABC the property (.....3 units) (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for official purposes only. Both parties agree to all of the terms and conditions contained in this Agreement and any supplement signed by both parties, which together are a complete statement of the Agreement regarding the listed equipment ("Agreement") and supersedes any purchase order or outstanding invoice. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by both parties. The "Billing Date" of this Agreement will be the fifth (5th) day following the date of installation of the equipment at PMI premises/office address. This Agreement will continue from the first Billing Date for a period of five years (sixty months) and will be extendable, by mutual agreement, at the same rates, and terms & conditions, for a maximum period of one year (twelve months). If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.
- 2. RENT:** Rent will be payable in installments, each in the amount of the Monthly Payment. No taxes will be levied, as PMI is a tax-exempt entity. Subsequent installments will be payable on the first day subsequent to each rental payment period shown, beginning after the first rental payment period. ABC will have the right to apply all sums received from PMI to any amounts due and owed to ABC under the terms of this Agreement.
- 3. OWNERSHIP OF EQUIPMENT:** ABC is the Lessor of the Equipment and has sole title to the Equipment. PMI agrees to keep the Equipment free and clear of all liens and claims.
- 4. LOCATION OF EQUIPMENT:** PMI will keep and use the Equipment only at the address stated above (235 East 43 rd Street, NY – 10017) and agrees not to move it unless ABC agrees to it. At the end of the Agreement's term, ABC will return the Equipment to their location at no expense to PMI, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair.
- 5. LOSS OR DAMAGE:** PMI is responsible for the risk of loss, or for any destruction of, or damage to the Equipment. No such loss or damage relieves PMI from the payment obligations

under this Agreement. PMI agrees to promptly notify ABC in writing of any loss or damage and PMI will then pay to ABC the then value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term (as per schedule) plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at six percent (6%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage, and will be adjusted against the payments due.

6. COLLATERAL PROTECTION AND INSURANCE: PMI is responsible for keeping the Equipment in good working order. Except for ordinary wear and tear, PMI is responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due here under without set-off or defense. During the term of this Agreement, PMI agrees that they will insure the equipment against all loss or damage. Mission's insurance shall suffice and no additional insurance will be required/demanded for coverage.

7. INDEMNITY: ABC is not responsible for any loss or injuries caused by the installation or use of the Equipment. PMI agrees to hold ABC harmless and reimburse ABC for loss, and to defend ABC against any claim for losses, or injury caused by the Equipment.

8. ASSIGNMENT: PMI shall have no right to sell, transfer, assign, or sublease the equipment or this agreement. ABC may sell, assign, or transfer this Agreement and/or the Equipment with prior notice of not less than 90 days to PMI. PMI agrees that if ABC sells, assigns, or transfers this Agreement and/or the Equipment, the new Lessor will have the same rights, benefits, and obligations that ABC has under this Agreement, and the new Lessor will have to perform all of the obligations under this Agreement. PMI agrees that the rights of the new Lessor will be subject to any claims, defenses, or set offs, that PMI may have against ABC under this Agreement, unless ABC has settled such claims, defenses, or set offs with the new Lessor, or PMI, prior to such transfer.

9. DEFAULT AND REMEDIES: If PMI does not pay any payment or other sum due to ABC when due, they will be in default. If any part of a payment is more than 10 business days late (except in the event of force majeure), PMI agrees to pay a late charge of 5% of the payment which is late. If PMI fails to make the payment plus late charge till the next monthly payment is due, ABC may do any one or all of the following: (a) instruct Supplier to withhold service, parts and/or supplies; (b) terminate or cancel this Agreement and require that PMI pay (1) the accelerated unpaid balance of this Agreement (discounted at 4%); (2) the amount of any purchase option and if none is specified, 20% of the original Equipment cost which represents ABC's anticipated residual value of the Equipment; (3) and return the Equipment to ABC to a location designated by ABC. ABC may recover interest on any unpaid balance at the rate of 8% per annum. If ABC has to take possession of the Equipment, PMI agrees to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against any payments due to ABC.

10. REPAIRS: ABC undertakes to carry out necessary repairs/maintenance of the Equipment at PMI's office address (235 East, 43 rd Street, NY-10017) without any additional charges over and above the monthly rent. In the event that repair is anticipated to take considerable time, or

in the event of irreparable damage to the Equipment not due to PMI's negligence, ABC undertakes to install a replacement Equipment of equivalent quality/configuration within 10 business days at the same address, at no additional cost/delivery charges. Failure to do so will forfeit any claim to any payments due on the faulty equipment on a pro-rated basis till a replacement is provided or the Equipment is repaired.

11. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the state of New York, and shall be governed by and construed in accordance with its laws. If the ABC or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, PMI irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of New York.

12. LESSEE GUARANTY: PMI agrees to submit the original Agreement documents to ABC via mail, the same day of the facsimile or electronic mail transmission of the signed lease documents. Should ABC fail to receive these originals, both parties agree to be bound by the faxed or electronically mailed copy of this Agreement with appropriate signatures on both sides of the document. Both parties waive the right to challenge in court the authenticity of a faxed or electronically mailed signed copy of this Agreement and the faxed or electronically mailed copy containing faxed or scanned signatures of both parties.

13. ARBITRATION: If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

14. FORCE MAJEURE: In the case of failure to perform this Agreement due to any force majeure, neither party shall be liable for such failure, and this Agreement shall be terminated automatically. In the case of failure to perform any part of this Agreement due to any force majeure, the party suffering from such force majeure may be exempted from corresponding liability to the extent of the impact of such force majeure. However, such party shall continue to perform other obligations under this Agreement which have not been affected by such force majeure. If such force majeure occurs after such party delays to perform this Agreement, it shall not be exempted from its corresponding liabilities.

15. PENALTIES FOR NON-PERFORMANCE: If the Contractor fails to comply with the terms and conditions contained in this contract the Client shall, except in cases of force majeure for which the Contractor is not responsible, contest the iron-compliance in writing, giving, if possible, all the information necessary to comply and assigning a reasonable time to present any counter arguments. In the absence of suitable explanations the Contractor will apply a Penalty equal to two dollars each day of delay.

16. PERFORMANCE SECURITY: PMI New York will pay 95% of monthly rent and will keep 5% of monthly rent will be kept as Performance Security and will be released after completion of satisfactory performance of the Photocopier in subsequent month. No taxes will be levied, as PMI is a tax-exempt entity.

17. EXIT: PMI shall also reserve the right to terminate this Agreement in the event of a repair/replacement of faulty Equipment taking more than thirty days. PMI New York may take exit from this agreement during the currency by serving 03 months written notice to other party anytime.

18. RENEWAL: At the expiry of the lease term, both parties shall have the option to renew the lease agreement at the same rates, and terms & conditions, by mutual agreement, for a period not exceeding one year (twelve months).

~End~

Buyer:

Seller:

Chapter - 3: Schedule of Requirements.

- i.** Late bids (i.e. bids received after the specified date and time for receipt of bids) will not be considered. Last date of receipt of bids is 1700 hrs, 30 May 2024.
- ii.** Mission may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period of two years, if it determines that the bidder has breached the code of integrity.
- iii.** Bidders have to sign a Bid securing declaration, as at Chapter-7, accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 02 years for bids document from being eligible to submit Bids for contracts with PMI, New York.

Chapter-4: Specifications and allied Technical Details.

- i. The bid should be submitted in two parts as follows: (i) Technical bid consisting of all technical details along with commercial terms and conditions; and (ii) Financial bid indicating item-wise price for the items mentioned in the technical bid.
- ii. The technical bid and the financial bid should be sealed by the bidder in separate envelopes duly super-scribed and both these sealed envelopes are to be put in a bigger envelope which should also be sealed and duly super-scribed.
- iii. The technical bids will at the first instance and evaluated. At the second stage financial bids of only these technically acceptable offers will be opened for further evaluation and ranking before awarding the contract. If, the Technical bid is not accepted , Financial bis of the bidder will not be considered.
- iv. Photocopier is maintained free of charge by the supplier during its warranty period or such other extended periods as the contract terms may provide and the paid maintenance should commence only thereafter.

Chapter - 5: Price Schedule (to be utilized by the bidders for quoting their prices).

- i. To ensure due performance of the contract, Performance Security will be obtained from the successful bidder awarded the contract or by retaining 5% of the total amount as specified in the bid documents.

or

Performance Security may be furnished in the form of Account Payee, Demand Draft in an acceptable form safeguarding the purchaser's interest in all respects. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

- ii. Advance payment, if any, will be 30% percent of the contract value and in case of maintenance contract if any, the amount will not exceed the amount payable for six months under the contract.
- iii. Depending on the terms of delivery incorporated in a contract, part payment, if any, to the supplier may be released after it dispatches the goods from its premises in terms of the contract.

Chapter - 6: Contract Form.

As per contract forms of vendor (to be submitted with bids)

Chapter-7: Other Standard Forms, if any, to be utilized by the purchaser and the bidders.

Annexure-1

BID SECURING DECLARATION

If ABC, withdraw or modify their bids during the period of validity, or if ABC are awarded the contract and ABC fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, ABC will be suspended for the period of 02 years in the request for bids document from being eligible to submit bids for contracts with PMI, New York.

(ABC)

Bidder's Signature

Format for Technical Quotation

Strike out YES/NO as applicable

Lease Program for 60 Months (05 years) for Office Photocopier with Fully Cover Service including Toner should include the following:

- i. Company will doing own Service and All Part should be Genuine. YES/NO
- ii. Fast Respond Time on Every Service Call. YES/NO
- iii. Cabinet (INCLUDED). YES/NO
- iv. Set Up & Install to Networking Scan / Print (INCLUDED). YES/NO
- v. Delivery & Fright (INCLUDED). YES/NO

Photocopier Specifications:

- i. (**3 Units B/W Copier**) - **2 units Heavy Duty Copier** (60 pages or above copies/print per min) +**1 unit Middle Sizes Copier** (35 pages or above copies/print per min) YES/NO
- ii. Single Pass Duplex Document Feeder. YES/NO
- iii. Duplexing Unit & 2 Trays + 1 Large Capacity Tray +Bypass Tray + Booklet Staples Finisher + Fax Unit YES/NO
- iv. Black/ White Network Print & Color Network Scan. YES/NO

B/W – 3 units Combines Total 5 Years Warranty cover 2.4 Million copies with Toner;
YES/NO

Warranty/: Covering All Parts & Labor Included Drums, Rollers, PM Kits and Toner, Except Papers YES/NO

Service Plan Including:

- i. All Parts and Labor. YES/NO
- ii. All Supplies (i.e. Toner, Developer & Drums), PM kit and Fuser kit except paper and staples. YES/NO
- iii. Blanket Service and Supply Coverage for all units. YES/NO
- iv. Fast Service Response Time. YES/NO
- v. Continuous On-site Training Upon Request. YES/NO

Copier Specifications minimum requirement -

Copier function:

25% to 400%, negative/positive, repeat image, mirror image, print on Tab, page number, copy set number, erase frame, watermark, print date, shift image, add cover sheet, insert sheets, density, different size original, print up to 12" x 18", scan up to 12" x 17"

Document Feeder

Single Pass or Dual Scan Document Feeder
min 200 sheets up

Double Sizes Copy

Duplex Units

Trays – Min 3 Trays

Dual Trays (min. 500 sheets up) + Large Capacity Tray (min. 2,500 sheets up)

Booklet Finisher

Min. 2 trays /

booklet staples finisher – saddle stitch, corner stapling, double stapling
offset staples ,**staple free stapling**

Fax Units

Super G3 Fax

Speed dials 200 address / Group dials 199 address

Broadcast up to 256 address book

Format for Financial Quotation

Strike out YES/NO as applicable

Lease Program for 60 Months (05 years) for Office Photocopier with Fully Cover Service including Toner should include the following:

Monthly rent: US\$

**B/W – 3 units Combines Total 5 Years Warranty cover 2.4 Million copies with Toner;
overage charge at \$ / copy.**

Service Plan/AMC charge per month: US\$

Any other Financial Liability, if any: US\$