

TERMS & CONDITIONS OF TENDER DOCUMENT

Purchase order dated 15/05/2025 has been issued to the vendor **Kairee Systems Pvt. Ltd.**, for supply, installation, commissioning and maintenance of **7258 No. of Printers** (Model- LBP 246dw) with five year warranty along with required accessories for the Judicial Officers in the State of Maharashtra and the District & Taluka Courts in the State of Maharashtra. The list of identified locations is attached for the reference.

DELIVERY PROCESS :-

1. The successful Bidder shall deliver the items at the designated located as per the Purchase Order / Letter of Award. The High Court may ask the successful bidder to deliver and install the Printers at the District Head Quarter for the given location and thereafter to deliver the Printers at the user location as per the Purchase Order.
2. All aspects of safe delivery shall be the exclusive responsibility of the Bidder.
3. The successful Bidder shall obtain signature with date and stamp on Delivery Challan(s) of the concerned Authority and hand over copy thereof to him.
4. Delay on account of getting relevant permits shall not make Bidders eligible for the waiver of liquidated damages.
5. The hardware must be dispatched in a sealed box.
6. At the destination site, the cartons will be opened only in the presence of the concerned officer and successful bidder's Representative and the intact position of the Seal for not being tampered with shall form the basis for receipt in good condition.
7. Inventories at all their service locations shall be maintained by the successful Bidder for immediate replacement of the Hardware items in case of failure.
8. Though the High Court will provide all the necessary documents for ensuring smooth delivery of goods at the respective destinations, it is the responsibility of the successful bidder to deliver the goods in time.
9. The successful Bidder shall apply to the respective authority for the issue of road permit /waybill in time.
10. The High Court without prejudice to the rights and other remedies may grant an extension of the delivery period in the interest of the administration and in exceptional circumstances after verifying the request of the supplier/bidder.

INSTALLATION PROCESS :-

1. The successful Bidder shall install and carry on commissioning of all the items at the specified site without any additional charge.

2. The successful Bidder shall deliver and install only the items technically tested/accepted as per the Purchase Order and shall be installed as per the schedule given below:-

Sr. No.	Location	Maximum Period for Delivery from the date of Purchase order	Maximum Period for installation from the date of Purchase Order including delivery period
1	Courts (As per Annexures-21)	4 Weeks	6 Weeks

Note: The installation schedule mentioned above includes all activities including delivery and installation of all Hardware and related software items.

Note: Once the letter of award is accepted by the bidder then any request for timeline will not be considered except for the reasons given in this tender.

Note: Non-working Saturdays and Sundays & National Holidays will be excluded from the maximum period of Delivery and Installation.

3. Site Not Ready Certificate: In case a site is not ready for installation, the successful bidder shall submit a certificate in the following format which is sealed and signed by a duly authorized officer of the concerned site. A decision of the duly authorized officer of the concerned site about the readiness of the site shall be final. The successful bidder shall install the items within the stipulated time on receipt of the site-ready notice, failing which he shall be liable to pay liquidated damages for a delay.

SITE NOT READY CERTIFICATE

1.	Vendor's Name	
2.	Tender Notice No.	
3.	Purchase Order No. and date	
4.	Equipment Name	
5.	Date of delivery	
6.	Date of visit for installation	
7.	Site not ready reason	
8.	Tentative date of site being ready for installation	
9.	Contact details of the vendor for getting	

	equipment installed, if site gets ready	
10.	Certificate	

This is to certify that there is no delay on the part of the Vendor in getting the above equipment installed.

Date:

**Signature of the Authorized Officer
with designation and seal.**

**Signature of the representative/Engineer
of the Vendor**

4. The successful bidder shall be responsible for all unpacking, assemblies, wiring, installations, cabling between hardware/Peripheral units and connecting to power supplies. The successful bidder shall test all operations and accomplish all adjustments necessary for the successful and continuous operation of the Hardware/Peripherals at all installation sites. The successful bidder shall also be responsible for installation/integration of the Hardware and for establishing connectivity to the existing network, LAN etc, if any. The successful bidder shall be responsible for configuring the power management settings and other local settings at the place where item is to be installed. The successful bidder shall integrate the hardware and peripherals supplied by him to make them fully operational. The successful bidder shall be responsible for demonstrating various parts to integrate peripherals. However, in case of problems with machines and/ or equipment, it will be the vendor's responsibility to locate the exact nature of the problem/s and rectify the same except for the problems in the application software installed on the machine/s, if any. The successful bidder shall ensure that all the equipment and peripherals shall be supplied with the relevant interface cables. The successful bidder at the destination site, in the presence of the Court and/or its representative, shall carry out installation and commissioning of items and ensure trouble-free operation of the complete systems, apart from physical verification. In case the High Court wants the equipment to be shifted to a location other than the originally indicated location, the successful bidder shall do the necessary configuration changes in the equipment suitable to the new location and install the same at the new location.

5. During installation at the site, if any item is found to be defective or broken, the successful bidder shall replace it with a new one at his own cost and risk within 15 days from the date on which the successful bidder has been informed of such damage.

6. Successful Bidder shall install the ordered items and prepare an installation report for each authority as per the Purchase Order.
7. Upon satisfactory installation of the equipment, the successful bidder shall obtain a signed installation certificate from the concerned Authority. The same shall be submitted along with the bills by the successful bidder for payment.
8. The successful bidder shall install and complete the commissioning of the quoted products.

COMPREHENSIVE WARRANTY AND MAINTENANCE OF PRINTERS:-

1. The successful bidder shall provide onsite comprehensive annual maintenance services and operations for a period of five years from the date of installation at the desired places, which shall
 - i) cover maintenance of Printers.
 - ii) include preparation and approval of preventive maintenance plan and its implementation, other than breakdown maintenance calls.
2. OEM's Warranty Statement/terms shall not be applicable to the systems/Items supplied under the contract.
3. Warranty shall cover maintenance of the entire Printer including its consumable /non-consumable parts. Ink cartridges or toners are not covered under warranty.
4. The successful bidder shall undertake to have adequate spare parts coverage for the efficient functioning of the Printers.
5. Where replacement parts are fitted, the parts removed become the property of the successful bidder, except the hard disk.
6. The successful bidder shall not use refurbished components/items while repairing / replacing defective parts. The successful bidder shall use only genuine brand new spare parts/components of the supplied item/equipment.
7. The successful bidder shall guarantee a minimum uptime of 98% during the maintenance period. The successful bidder shall always maintain a detailed 'breakdown and repair' records of Printers.
8. Any system, failing at subsystem level at least three times in three months, displaying chronic system design or manufacturing defects or Quality Control problem or where the Liquidated damages on account of downtime has crossed 15% of the system value, will be totally replaced by the successful bidder at his cost and risk within 30 days, from the date of last failure.
9. In case of break down or occurrence of any obstacle in functioning of the specified Printer, the successful bidder shall ensure that the same is repaired within the specified time. In case of failure to repair the same within stipulated time, the

successful bidder should provide equivalent or higher configuration spare replacement, without any additional charges.

10. The successful bidder shall appoint well experienced Service Engineers exclusively for attending complaints and its resolution under the contract. They shall receive complaints and keep a proper call log record. Call logging to the company and follow up for receiving and replacing component will be responsibility of Service Engineers. The complaint log of such calls will have to be maintained separately.

11. On completion of the sixty days beyond the Warranty period, the Security Deposit shall be released without any interest, after satisfying that proper free warranty support has been provided during warranty period of **five years** and after deducting the amount of liquidated damages, if any.

12. After expiry of warranty, the concerned authority has option to enter into Annual Maintenance Contract with the successful bidder for post warranty maintenance of the systems.

LIQUIDATED DAMAGES

1. The bidders shall strictly adhere to the schedule of delivery, installation and maintenance of the Printers during the subsistence of the contract.

2. If the successful bidder fails to complete the delivery and installation within the stipulated time and is unable to meet the targets specified in the tender, the High Court without prejudice to other remedies available to the High Court shall be entitled to recover as agreed on liquidated damages for breach of the contract, a sum of equivalent to 0.5% (Zero point five percent) per week or part thereof of the delay on the Purchase Order Value of the undelivered, uninstalled and/or delayed items to a maximum limit of 10% of the contract price. Once the maximum is reached, the High Court holds the option of cancellation of the Order and reprocur the same from any other Vendor at the cost of the bidder and forfeit the Security deposit of the successful bidder.

3. In case the successful bidder fails to meet the maintenance requirements within two days at the site, the High Court without prejudice to other remedies available to the High Court shall be entitled to recover as agreed liquidated damages for breach of contract, a sum of equivalent to 0.5% of the value the Printers per week or part thereof from the date of call logging. The Liquidated damages shall be deducted from the Performance guarantee. If the total Liquidated damages reach an amount equal to or more than 10% of the order value, the same shall invoke the Performance Bank Guarantee and seek an equivalent Performance bank guarantee. The High Court holds an option of cancellation of the order and engaging another contractor to carry out the work at the cost of the successful bidder and forfeit the security deposit of the successful bidder.

4. In case the downtime is above 2% in a block of 365 days, the liquidated damages 0.1% (Zero point One Percent) of the order value for each hour subject to a

maximum of 10% (Ten Percent) of the Purchase Order value may be imposed and recovered from the payments due to the Successful Bidder or Performance Security/Performance Guarantee. Downtime will be counted from the date and time of call logging.

5. Quantum of the liquidated damages assessed and levied by the High Court and decision of the High Court thereon shall be final and binding on the successful bidder. Further the same shall not be challengeable by the successful bidder either before Arbitration Tribunal or before the Court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration.

For any assistance, all the concerned be directed to contact Shri Pankaj Patil (Mob. No. 8104681250) and Shri Shrikant Khadtar (Mob. No. 8850011611).
