

**HIGH COURT OF BOMBAY, BENCH AT NAGPUR**  
**TENDER NUMBER BOM HC/ NAG/HP MAKE PRINTER**  
**TONERS/CARTRIDGES / <sup>4039</sup> /2024**

**1. General :-**

The High Court of Bombay, Bench at Nagpur invites e-Tenders from the Authorized Dealers/ Registered Suppliers/ Distributors for empanelment of the Companies/Firms to supply 120 and 600 Original HP Make Printer Toners/Cartridges for 29 HP Make Multifunction Printers and 321 HP Laser Printers respectively for the use of High Court of Bombay, Bench at Nagpur, for the period of one year, from the date of issuance of work order, as per the specification mentioned in the Tender documents. The interested parties may submit their Tender on or before 31/08/2024 upto 05.00 p.m.

Date :- 22/08/2024

  
Registrar (Administration)  
**High Court of Bombay,**  
**Nagpur Bench, Nagpur**

## 2. ELIGIBILITY CRITERIA FOR TENDERER & REQUIRED DOCUMENTS:-

Sr. No.	Eligibility Criteria	Documentary Proof to be attached
i	The bidders / suppliers /distributors should be Authorized Dealers/Registered Suppliers/Distributors. If the bidder is an Authorized Dealer, the Manufacture's authorization letter should be submitted along with the Tender Offer	Manufacture's Authorization letter (Annexure-A)
ii	The bidders / suppliers /distributors turnover from sales of Original HP make Printer Toners/Cartridges in India should be at least be Rs. 10 Lakhs. The bidders / suppliers /distributors shall upload scan copies of the Balance sheet, Profit and Loss Account for the last three Financial Years i.e. F.Y. 2020-21, 2021-22 and 2022-23 duly Certified by a practicing Chartered Accountant.	
iii.	The bidders/Suppliers/distributors should have valid GST and Income Tax Registration.	The copy GST registration and PAN card.
iv.	The bidders/Suppliers/distributors should have Income Tax Returns for last three financial years.	Copies of Income Tax Returns downloaded from the website of I.T. Dept.
v.	The bidders/Suppliers/distributors must be registered with the professional tax authority.	Corresponding certificate of Registration.
vi.	The bidders/Suppliers/distributors shall have minimum three years experiences of supply the Toner/Cartridges to the Government Offices/Establishment/Public Sector under takings.	The copy of contracts/work orders executed/issued by such Government Offices/Establishment/Public Sector under takings.
vii.	The bidders/Suppliers/distributors should submit the tender form Annexure-D	Annexure-D
viii.	The bidders/Suppliers/distributors has not been blacklisted by Central/State Government/Corporations/Government Undertakings etc.	
ix.	All the terms and conditions in the tender documents inclusive of its annexures are acceptable to the bidders/Suppliers/distributors.	Declaration to that effect in Annexure-C.
x.	The tenderer should not have been declared insolvent.	

**3. TIME-SCHEDULE OF TENDER PROCESS :-**

<b>Tenderer Reference</b>	<b><u>High Court/ NAG/ HP MAKE PRINTER TONERS / CARTRIDGES / /2024</u></b>
<b>Date of Publication</b>	22/08/2024 at 03.00 p.m.
<b>Date &amp; Time of Document Download</b>	22/08/2024 from 03.00 p.m.
<b>Pre-Bid Meeting</b>	26/08/2024 at 3.30 p.m
<b>Last Date and Time of tender submission</b>	31/08/2024 upto 05.00 p.m.
<b>Date, Time &amp; Place of opening of tender</b>	02/09/2024 at 03.00 p.m Office of The Registrar (Administration), High Court of Bombay, Bench at Nagpur, Civil Lines Nagpur
<b>Tender should be addressed to</b>	The Registrar (Administration), Nagpur Bench, Nagpur
<b>Place of Pre-Bid Meeting</b>	Chamber of the Registrar (Administration), Nagpur Bench, Nagpur
<b>Address for communication</b>	The Registrar (Administration), Nagpur Bench, Civil Lines, In front of Ravi Bhavan, Nagpur-400 001
<b>Contact Telephone no. and email address</b>	0712 – 2562892 hcnag.mah@nic.in

**4. Other Tender Information :-**

<b>Tender Fee</b>	<b>E.M.D.</b>	<b>Performance Bank Guarantee</b>	<b>Contact Period</b>	<b>Security Deposit</b>
<b>Rs. 18,000/-</b> (Non refundable) through online mode	<b>Rs. 2,00,000/-</b> through online mode	<b>5% of the Tender Value</b>	One year from the date of award of contract	<b>3% of Contract Value</b>

**5. Instructions for Online Bid Submission :-**

5.1 The High Court of Bombay, Bench at Nagpur invites e-Tender for "Original HP Make Printer Toners/Cartridges" for the use of High Court of Judicature at Bombay, Nagpur Bench, Nagpur for the period of one year from the date of award of Contract. The Tender Document has

been published on the e-tendering website of Government of Maharashtra viz <https://www.mahatenders.gov.in>. The Bidders are required to submit soft copies of their Bids electronically in two covers namely "Technical Cover" and "Financial Cover" on e-tendering website of Government of Maharashtra, using valid Digital Signature Certificates.

The detailed information useful for submitting Online Bids on the e-tendering website of Government of Maharashtra may be obtained from <http://www.mahatenders.gov.in>

5.2 The Technical Cover should be uploaded in **.pdf/zip** format after scanning documents and Financial Cover should be uploaded in **.xls** format only.

5.3 The tenderer / bidders should upload scanned copies of the following documents in the Technical Bid while submitting e-tender :-

- a) Documentary proof in respect of registration of firm
- b) CA Certificate and Balance Sheets of last three years.
- c) GST Registration Number/ Income Tax Registration (PAN).
- d) Authorization Letter for authorized Service Partner of respective Companies (if applicable).
- e) Income Tax Returns of last three financial years.
- f) Tender Form Annexure-D

[Failure to submit above mentioned documents, Technical Bid shall be disqualified]

5.4 The Bidder should upload Spread Sheet File / scanned copies of quoted rates in Financial Bid.

5.5 The technical bid should be uploaded in **.pdf/zip** format after scanning documents & Commercial bid should be uploaded in **.xls** format only. Bids of the tenderers / bidders not meeting the eligibility

criteria will be summarily rejected.

5.6 Bidders should take into account if any corrigendum published on the Tender document before submitting their bids.

5.7 Any queries relating relating to the Tender Document and the terms and conditions contained therein should be addressed to the The Registrar (Administration) on the emial ID **hcnag.mah@nic.in** and on Telephone Nos. 0712 – 2562892 as mentioned in the Tender Document.

5.8 Any queries relating to the process of online bid submission or queries relating to e-tendering system of Government of Maharashtra i.e. **<http://www.mahatenders.gov.in>** in general may be directed to the 24 X 7 Help Desk. The Contact Numbers are 0120- 4001002/0120-4001005/0120-4493315.

Date :- 22/08/2024

  
Registrar (Administration)  
**High Court of Bombay,  
Nagpur Bench, Nagpur**

## **6. Scope of Work :-**

The High Court of Bombay, Nagpur Bench, Nagpur intends to empanel reputed vendors for the purchase of Original HP Make Printer Toners/Cartridges for the printers as per Annexure-B, for the use of High Court of Bombay, Nagpur Bench, Nagpur for period of one year from date of work order.

## **7. General Terms and Conditions :-**

- 7.1 The Bidders are expected to examine all instructions, forms, terms and conditions in the bidding documents. Failure to furnish all the information required by the bidding documents or submission of a Bid not substantially responsive to the bidding documents in every respect, shall be at the Bidder's risk and may result in rejection of the Bid. The Bid is liable to be rejected outrightly without any intimation to the Bidder, if complete information called for the Tender Document is not fully supplied therein or if any particulars asked for in the Forms / Proforma in the Tender are not fully furnished.
- 7.2 The bidders must submit the tender form as per **Annexure-C**.
- 7.3 This Bid is not transferable.
- 7.4 The Tender Offer shall be valid for 180 days / contract period.
- 7.5 The prices quoted by the bidder shall be fixed, in Indian rupees and should not be subject to any price escalation. The prices should be inclusive of all taxes.
- 7.6 The Contract may be extended for further period upto one year at the same rates and terms and conditions at the discretion of the Registry of High Court of Bombay, Nagpur Bench, Nagpur.
- 7.7 High Court of Bombay, Nagpur Bench, Nagpur reserves right to re-negotiate the prices in the event of change in the market prices of the specified items.

7.8 Decision of the Registry of the High Court of Bombay, Nagpur Bench, Nagpur in respect of evaluation of bids and / or award of contract will be final.

7.9 The High Court of Bombay, Nagpur Bench, Nagpur reserves the right to discontinue the contract at one-month notice.

7.10 The Bidder shall bear all the costs associated with the preparation and submission of the Bid, including the cost of presentation/demonstration for the purposes of clarification of the Bid, if so desired by the High Court Administration. The High Court of Bombay, Nagpur Bench, in no case will be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7.11 After the award of the contract, if the successful bidder fails to provide the Original HP Make Printer Toners/Cartridges to the satisfaction of the Registrar (Administration) then the contract is liable to be terminated along with forfeiture of Security Deposit and other consequential actions without giving any prior notice.

7.12 Placement of an order, shall be subject to the satisfaction of the High Court about the quality of the Original HP Make Printer Toners/Cartridges offered by lowest Tenderer and if the High Court is not satisfied with the product being offered by the lowest Tenderer, the High court reserves the right to place the order to the second or the third lowest Tenderer, as the case may be, who offers good quality Original HP Make Printer Toners/Cartridges. No further correspondence will be entertained in this regard after the submission of the Tender.

7.13 The price quoted by the Tenderer for Supply of the Original HP Make Toner/Cartridges shall be inclusive of all Taxes and all other expenses.

7.14 The tenderer shall not be entitled to enhancement in the

Rates of the Original HP Make Toner/Cartridges during the contract period.

7.15 The Income Tax T.D.S. and GST is deductible from the Payments made to the Supplier/Service provider, at the prevailing rates and as per the guidelines.

7.16 It shall be the responsibility of the successful Tenderer to deliver the Original HP Make Printer Toners/Cartridges within 2 days from the date of order received and in case of urgency, it shall be provided on the same day.

7.17 On the receipt of the Work Order, the vendor shall obtain all the necessary permits for sale and delivery including transportation well within time to ensure complete, safe and timely delivery of Original HP Make Printer to the High Court of Bombay, Nagpur Bench, Nagpur.

7.18 The payment will be made to the successful bidder on a monthly basis as per the English Calendar within the reasonable time taken for passing the bill. Payment will be made as per the availability of funds and clearance. However, it is provided that if there is a delay in making payment of the bill, then this Registry shall not be liable to any interest, or any charges to the bidder.

7.19 The Successful bidder shall not be entitled to advance payments and interest on delayed payments.

7.20 The Tenderer should provide the name and mobile number of the person, to be contacted at any time, even beyond office hours. This person should be capable of taking orders and arranging the supply of desired items, even at short notice.

7.21 In case the supplier fails to supply the order in time or dishonors the contract in any way, the contract awarded shall be liable for outright

cancellation/termination without assigning any reasons thereof, and the Security Deposit and payment due to them, if any, shall also be forfeited. In that event, this office shall be at liberty to entrust the job to any other firm/party at the risk and expenses of the defaulting supplier/bidder.

7.22 The successful bidder should not assign or sublet the empanelment or any part of it to any other agency in any form. If the successful bidder is found doing so, shall result in termination of empanelment and forfeiture of Earnest Money Deposit/Security Deposit.

7.23 The Earnest Money Deposit/Security Deposit will stand forfeited if the successful bidder withdraws or on notifying the rates, refuses to accept the tender or violate any other terms and conditions of the tender.

7.24 The bidder must have its Office/Workshop under the local limit of the Jurisdiction of the Municipal Corporation of Nagpur.

7.25 The Original HP Make Toner/Cartridges must be the same compatible to printers as per **Annexure-B**

7.26 The life of printed text from the toner/cartridges shall be minimum 50 years.

7.27 The successful bidder will have to provide free of cost replacement against the supply of sub-standard quality/faulty Original toner/cartridges supplied within a period of three days from notifying the defects at his own cost.

7.28 In case of any ambiguity or dispute about the tender or tender document, the interpretation made by the Registrar (Administration) of this tender document shall be final and binding on both the parties to Contract.

7.29 The decision of the Registrar (Administration) of the High Court, Bench at Nagpur, in respect of evaluation of the tenders or the award of the contract will be final and binding on the tenderers and cannot be challenged.

7.30 The Registrar (Administration) of the High Court, Nagpur Bench reserves right to split orders and / or accept or reject any tender / application so also to vary, modify, revise or change any of the terms and conditions without assigning any reason therefore.

**8. Cost of Bid document :-**

The Bidder needs to submit non-refundable Tender Fee of Rs. 18,000/- (Rupees Eighteen Thousand Only) by Online mode.

**9. Opening of Bids and Bid evaluation :-**

9.1 Technical Bid will be opened as per Schedule mentioned in the Tender Document and the Financial Bid of technically qualified Bids will be opened on the later date as per procedure of e-Tendering System of Government of Maharashtra.

9.2 The decision of the Evaluation Committee in the evaluation of the Qualification criteria and Commercial Bids shall be final. The High Court reserves right to waive any minor informality or non-conformity or irregularity in a bid. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.

9.3 High Court reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Tendering Authority's action.

9.4 The Contractor/tenderer/participating agency or its official representative (the representative should produce proper authority letter or certificate) is required to be present for opening of the bid as per schedule alongwith all the original as well as self attested copy of the documents uploaded (Technical Bid and Commercial Bid).

**10. Bid Security (EMD – Earnest Money Deposit) :-**

10.1 The interested parties are required to submit refundable EMD of Rs. 2,00,000/- (Rupees Two Lakh Only) by online mode.

10.2 The Earnest Money Deposit of unsuccessful bidder(s) will be returned after the acceptance of the successful Bid within reasonable time. The said Earnest Money held by the Registrar, High Court of Bombay, Nagpur Bench, will not earn any interest thereof. Earnest Money Deposit of the successful bidder will be returned (without any interest) only after the successful completion of the project/contract as per e-tender procedure.

**11. Performance Bank Guarantee :-**

The successful Bidder shall at his own expense submit with Tender Issuing Authority, within fifteen (15) working days from the date of Notice of award of the Contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (Annexure -F) of an amount equivalent to **5%** of Contract value in Indian Rupees.

**12. Security Deposit:-**

12.1 The Successful Bidder shall deposit at least 3% of the amount of Contract value within 15 days in the form of a Demand Draft favoring in the name of the Registrar (Administration), High Court of Bombay, Nagpur Bench, Nagpur failing which the purchaser may cancel the contract.

12.2 The amount of Security Deposit shall be kept in Fixed Deposit for the period of Contract in the Nationalized Bank.

12.3 The amount of Security Deposit will be returned after successful completion of the Contract.

12.4 In case of breach of Contract, the amount of Security Deposit or Bank Guarantee such portion of them, as determined by the Registrar (Administration), shall be forfeited/adjusted against the loss arising out of such breach.

**13. TERMINATION OF THE CONTRACT:**

13.1 The Registrar (Administration), High Court, Nagpur Bench reserves the right to terminate the contract by giving due notice in case of breach of any of the material obligations under the contract. Some of the material breaches are illustrated below.

13.2 Erasing/Blurring of ink of the printed document shall be regarded as material breach of obligation.

13.3 The indulgence in any corrupt or fraudulent practices with reference to the execution of the contract shall be held material breach of contract.

**14. DISPUTES:**

All Legal disputes if any, shall be subject to the jurisdiction of Nagpur High Court only, preceded by Arbitration, by the sole Arbitrator at the instance of the High Court Administration.

Date : 22/08/2024

  
Registrar ( Admn.)  
High Court of Bombay  
Nagpur Bench, Nagpur.

To,  
The Registrar (Administration),  
High Court of Bombay,  
Nagpur Bench,  
Civil Lines,  
Nagpur-440001

Subject :- Tender in respect Refilling and spare parts of the  
printers required to your office.

Sir,

With reference to your Tender on the subject captioned, I am  
submitting herewith a Tender along with the rates for the items as per the  
list published on the Website of your office. I have read all the terms and  
conditions / instructions carefully .

Yours faithfully,

Name of the Dealer / Supplied  
Full Address  
Phone No.  
Mobile No.

ANNEXURE-"A"Manufacturer's Authorization Letter

No. \_\_\_\_\_ dated \_\_\_\_\_

Tender Reference No. \_\_\_\_\_

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ and \_\_\_\_\_ do hereby authorize M/s. \_\_\_\_\_ (Name and address of Agent/Dealer) to Offer, negotiate and conclude the Contract with you against the above invitation for Tender. We hereby extend our full guarantee and warranty as per the terms and conditions of the Tender and the Contract for the goods and services offered against this invitation, for the goods and services offered by the above Agent/Dealer. In case our above authorized Agent/dealer is unable to supply the goods and services during the period of the Contract to the satisfaction of the Tendering Authority, we undertake unilaterally to fulfill the contractual obligations of the said Dealer/Agent either directly or through another.

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

**Note:** This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a Competent Person of the Manufacturer.

**ANNEXURE-"B"****LIST OF PRINTER AND NAME OF ORIGINAL TONER/CARTRIDGES**

<b><u>Sr. No.</u></b>	<b><u>Name of Printers</u></b>	<b><u>Name of Cartridges</u></b>	<b><u>Qty.</u></b>	<b><u>Bidder/s compliance for ready to supply Original Printer Toner/Cartridges (Yes/No)</u></b>
1	HP LaserJet PRO 4004dw & HP LaserJet Pro MFP410 4fdw	HP W1030XC (HP LaserJet PRO 4004dw) Black having yield of 9700 pages	600	
		HP 152A (HP LaserJet PRO 4004dw )Black having a yield of 3050 pages	120	

Sd/-

**Name and Stamp of the  
Tenderer/ Supplier**

**ANNEXURE-"C"**  
**UNDERTAKING & DECLARATION**  
**(On stamp paper of Rs. 100/-)**

**Tender No: BOM HC/NAG/HP MAKE PRINTER TONER/CARTRIDGES/**  
**/ 2024**

To,  
The Registrar (Administration),  
High Court of Bombay,  
Nagpur Bench, Nagpur.

**Name of Tenderer :-**

Sir,

1. I/We hereby agree to abide by all the terms and conditions laid down in the tender document inviting tenders for supply of Original HP Make Toner/Cartridges.
2. It is declare that, I/We have not been declared insolvent by the Court.
3. I/We declare that, the Tenderer has never been blacklisted by the Central/State Government/Corporation, other Government Institutions.
4. I/We declare that no legal proceeding is pending against me/us in the High Court of Bombay, Bench at Nagpur. (If such proceeding is pending then give details)

**Signature of the Tenderer**  
**Name & Address of the Tender with Seal**

**ANNEXURE-"D"****HIGH COURT OF JUDICATURE AT BOMBAY**  
**NAGPUR BENCH : NAGPUR****TENDER FORM**

1. Name and full address of the tenderer :
  
2. Name and full address of the Establishment :  
(If the Establishment is Firm or Company,  
then relevant registration certificate number
  
3. Means of communications; :
  - a. Whatsup Mobile Number
  - b. E-mail ID
  - c. Land Line Telephone Number
  
4.
  - a. PAN No.
  - b. GST Registration No.
  - c. Shop and Establishment Licence No.
  - d. Professional Tax Registration No.
  
5. Experience in terms of years in the :  
field of supply and service of a refilling and  
spare
  
6. Details of Government offices/ :  
establishments to which the services are  
provided in the last 3 years
  
7. Details of the Demand Draft enclosed :  
with this tender form.

NAGPUR:  
DATED:

SIGNATURE OF THE TENDERER

(This tender document proforma should be filled up & enclosed with the quotation)

List of documents annexed :

Sr. No.	Name of documents	Whether documents attached (Yes/No)
1	Identity proof like Aadhar Card, Driving Licence etc.	
2	Address proof like Electricity Bill, House Tax Receipt, Rent Agreement etc.	
3	License under Shop and Establishment Act	
4	Certificate of Registration of Firm/Company Law/Partnership Deed	
5	GST Registration Certificate	
6	PAN Card	
7	IT returns of Last three financial years	
8	Professional Tax Registration Certificate	
9	Minimum 3- years experience Certificate (Copy of Contracts/Work Order etc.) issued by Gov. Offices/ Establishment/Public Sector Undertakings	
10	Declaration and Undertaking in Annexure-C	

It is certified that the above information is true and correct.

Seal & Sign of Tenderer

**ANNEXURE-"E"****UNDERTAKING & DECLARATION****(On stamp paper of Rs. 100/-)****Tender No: BOM HC/NAG/HP MAKE PRINTER TONER/CARTRIDGES/  
/ 2024**

To,  
The Registrar (Administration),  
High Court of Bombay,  
Nagpur Bench, Nagpur.

**Name of Tenderer :-**

Sir,

1. I/We hereby agree to abide by all the terms and conditions laid down in the tender document inviting tenders for supply of Original HP Make Toner/Cartridges.
2. It is declare that, I/We have not been declared insolvent by the Court.
3. I/We declare that, the Tenderer has never been blacklisted by the Central/State Government/Corporation, other Government Institutions.
4. I/We declare that no legal proceeding is pending against me/us in the High Court of Bombay, Bench at Nagpur. (If such proceeding is pending then give details)

**Signature of the Tenderer  
Name & Address of the Tender with Seal**

**ANNEXURE-"F"****PERFORMANCE BANK GUARANTEE FORM****[On Rs. 500/- Stamp Paper]**

To: \_\_\_\_\_ (Name of Contractor)

WHEREAS \_\_\_\_\_ (Name of Tenderer) has undertaken the Contract, as per Tender No. \_\_\_\_\_ dated, \_\_\_\_\_ to provide \_\_\_\_\_ (Description of goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Tenderer shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Tenderer a guarantee:-

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Tenderer, up to a total of Rs. \_\_\_\_\_ (amount of the guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limit of \_\_\_\_\_ as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Signature and Seal

of Guarantors \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date :- \_\_\_\_\_

Address: \_\_\_\_\_