

## **ADVERTISEMENT**

### **Notice for “Supply of Superior Quality (i) Stationery Articles (ii) Binding Materials (iii) Electric Articles and (iv) Computer Articles” for the Financial Year 2023-24**

Sealed quotations are invited from the dealer/supplier for taking up on the panel for supply of Superior Quality of (i) Stationery Articles, (ii) Binding Materials, (iii) Electric Articles and (iv) Computer Articles for the use of the Hon'ble Judges as well as Bombay High Court, Appellate Side and Original Side Registry for the Financial Year 2023-24. The Contract may be extended further, if necessary, based on satisfactory performance.

The Terms and Conditions alongwith Annexures 'A' to 'D' for submitting bid application are available on official website viz <http://bombayhighcourt.nic.in>. Sealed quotations will be accepted on or before 14/03/2023 till 4.30 p.m. in the Chamber of Assistant Registrar (Finance & Budget), P.W.D. Bldg., 2<sup>nd</sup> floor, High Court, Appellate Side, Bombay.

The Registrar General, High Court of Judicature at Bombay reserve the right to accept or reject any quotation without assigning any reason.

**Date:-06 /03/2023**

**Sd/-  
Registrar General,  
High Court Bombay**

## **TERMS AND CONDITIONS**

1. The “Registrar General” means The Registrar General, High Court of Judicature at Bombay.
2. The dealer/supplier should have **minimum investible fund of Rs.10 lakhs.**
- 3. The dealer/supplier must be the Owner or Proprietor of the shop. The shop must be under Jurisdiction of the Municipal Corporation of Greater Mumbai (MCGM).**
4. The dealer/supplier must have valid Registration Certificate of establishment under the Maharashtra Shops and Establishment Act, 1948.
5. The dealer/supplier must have GST number and should have submitted GST Returns for last two quarters (i.e. Sept-2022 and Dec-2022).
6. The dealer/supplier must submit copy of Balance Sheet and Profit and Loss Account (duly certified by a practicing Chartered Accountant) and copy of Income Tax Returns for the last 3 financial years and also copy of PAN Card.
7. The dealer/supplier should furnish the information regarding past supplies/clients etc. and satisfactory performance of the said work.
8. The dealer/supplier should not be a party in any legal proceedings before the Hon'ble Bombay High Court.
9. Preference will be given to the nearby dealer/supplier who will be able to give quick delivery of articles and prompt services.

10. The application should be addressed to “The Registrar (Finance & Budget), High Court, Appellate Side, Bombay-400 032”. The cost of the Tender Fee Form is **Rs. 2,400/-** (Rupees Two Thousand Four Hundred Only) (non refundable) and Earnest Money Deposit (EMD) **Rs. 12,000/-** (Rupees Twelve Thousand Only) (refundable) payable by Demand Draft in favour of “**Assistant Registrar for Registrar General, High Court, Appellate Side, Bombay**” it should be attached with bid document.

11. The dealer/supplier must quote prices for all items mentioned at **Annexures 'A' to 'D'** and in case price for any item is not quoted, the bid shall be summarily rejected.

12. All the rates quoted by the dealer/supplier should be **excluding of Taxes** and payment of such taxes or like charge shall be the responsibility of the dealer/supplier.

13. As per Government Resolution dated 01/12/2016 of Industry Energy & Labour Department, the Micro and Small, Medium Enterprises registered as manufacturers under Micro, Small & Medium Enterprises Development Act, 2006 (MSMED Act-2006) are exempted from paying Tender Fee and Earnest Money Deposit (EMD). Exemption has been granted to the Government Boards/Corporations/Undertakings and Manufacturers and Suppliers registered under the Micro, Small & Medium Enterprises from paying Tender Fee and Earnest amount of Tender.

14. In absence of a valid certificate from **MSME** and **NSIC** such applications shall be rejected straightway.

15. During the bidding procedure, if the dealer/supplier, participated in the procedure, withdraws (the application) from the procedure at any stage then, the Earnest Money Deposit shall be forfeited.

16. The application, documents and correspondence should be in English. The outer envelope should be addressed to **the Registrar (Finance & Budget), High Court, Appellate Side, Bombay-400 032.**

17. The dealer/supplier should be continuously in the business supply of the Stationery articles for at least last 10 years.

18. Dealer/Supplier should not be under a declaration of ineligibility of corrupt and fraudulent practices.

19. Any Interlinear, erasures or overwriting shall be valid only if they are signed by owner/proprietor of the shop.

20. Dealer/Supplier should have Authorization/Registration certificate/letter of the respective companies for reselling the Stationery Articles/Goods.

21. The Dealer/Supplier shall quote prices which will be the maximum price paid to the successful dealer/supplier throughout the empanelment period. However, this office reserves the right to negotiate the prices of any items on case to case basis during the empanelment period where the office has sufficient grounds to believe that the market price is below the prices quoted by successful dealer/supplier.

22. The Registrar General shall have the authority to select more than one firm/party for award of contract based on the rates quoted by the dealer/supplier for particular items. This office further reserves the right to decide whether a firm/party should be selected for supply of some or all items listed in the advertisement.

23. The contract shall be, initially for the **period of one year.** However, the contract may be extended subsequently on mutual consent , for a further period of one year on same rate, terms and conditions as may be decided by the Competent Authority, after review of performance.

24. Placement of order, shall be subject to satisfaction of the Registry about quality of the Stationery Articles/Electrical Materials/Binding Materials/Computer Articles offered by the lowest dealer/supplier and if the Registry is not satisfied of product being offered by lowest dealer/supplier, it reserves the right to place the order to the second or the third lowest dealer/supplier as the case may be, who offers good quality of the materials. No further correspondence will be entertained in this regard after submission of Bid. The decision of the Registrar General in this regard shall be final and binding on the Contractor and can not be challenged.

25. Failure of the successful bidder to agree with the terms and conditions of the bid/contract shall constitute a sufficient ground for the annulment of the award, in that event, Tender Issuing Authority may make the award to the next best value bidder or all for new bids.

26. The rates approved in the quotation shall be valid for the whole of the period of the Contract and the rates accepted cannot be changed throughout the contractual period for any reason by the dealer/supplier and no upward revision will be allowed during the period of the Contract.

27. It shall be responsibility of the successful dealer/supplier to deliver the items mentioned at Annexures 'A' to 'D' within 2 days from the date of order received and in case of urgency it shall be provided on the same day.

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

29. The Earnest Money Deposit will stand forfeited if the successful dealer/supplier withdraws or on notifying the rates, refuse to accept the bid or violate any other terms and conditions of the advertisement.

30. The dealer/supplier selected on the panel should observe highest standards of ethics and should not indulge in any corrupt or fraudulent practices during the execution of the contracts. In pursuance of this policy, the Registrar General defines for the purpose of this provision, the terms set forth as follows:-

- (1) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution and
- (2) "Fraudulent practice" means misrepresentation of facts in order to influence a procurement process or an execution of a contract to the detriment of the High Court and includes collusive practice among dealers designed to establish bid prices at artificial non competitive levels and to deprive the High Court of the benefits of the free and open competition.

31. The payment will be done to the successful dealer/supplier on monthly basis as per English Calendar with reasonable time taken for passing the bills. However, if there is any delay in making payment of bill, then the High Court, Bombay shall not be liable to any interest charges to the dealer/supplier.

32. The dealer/supplier 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 arrange for supply of desired items, even at short notice.

33. All the rates quoted by the dealer/supplier should be **excluding of Taxes** and payment of such taxes or like charge shall be the responsibility of the dealer/supplier.

34. In case the dealer/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 Earnest Money Deposit and payment due to him, 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 dealer/supplier.

35. No separate charges shall be paid for delivery of goods to the office of the Bombay High Court, Appellate Side and Original Side, Mumbai.

36. All Stationery Articles supplied should be of good quality/standard and no compromise on quality shall be made. In case it is found at any stage that the quality is inferior, the Contract is likely to be cancelled.

37. The dealer/supplier shall provide benefit of decrease in prices, in the event of manufacturer provides the same to the dealer/supplier as a result of direct agreement or otherwise.

38. **Negotiation meeting** :- Where any negotiation in the price quoted by bidder is required, the purchaser can call negotiation meeting. The date, time and place of the meeting will be communicated to the concern bidders/contractor well in advance.

39. No Advance payments shall be made to the dealer/supplier as per Contingency Expenditure Rules, 1965.

40. The successful dealer/supplier shall enter into a contract with the Bid Issuing Authority for which terms and conditions specified in the bid document shall become part and parcel of the Contractual Document.

41. The dealer/supplier shall supply all the items/services as described in the advertisement throughout the period of contract. In the event dealer/supplier fails to provide items/services, then the Purchaser shall procure the items/ services from the open market. The penalty for the said failure on the part of the dealer/supplier shall be as under :-

1	First instance	1) 1 <sup>st</sup> warning letter.
2	Second instance	1)Final warning letter. 2) Penalty amount of difference in price at which Purchaser procured the items as against price quoted by dealer/supplier.
3	Third instance	1) Blacklisting the dealer/supplier and uploading the details on the website of Bombay High Court. 2)Earnest Money Deposit/Security Deposit to be forfeited.

42. The Registrar General reserves the following rights :-

- a) To add, vary, modify, revise, amend or change any of the terms and condition mentioned above.
- b) To reject any or all the quotation without assigning any reason whatsoever thereof or may terminate the contract midway without assigning any reason.

Date:- 06/03/2023

**Sd/-**  
**Registrar General,**  
**High Court Bombay**