

HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD.

TENDER NO. N/CASH/11943/2026

Tender Notice for “Supply of Original Printer Toners / Cartridges”

Tenders are invited from the **authorized dealers/registered suppliers/distributors for empanelment of the Companies/Firms to supply of Original Printer Toners/Cartridges** for the use of Bombay High Court, Bench at Aurangabad for the period of **one year**. The authorized dealers/registered suppliers/distributors and intending, resourceful, bona-fide Indian citizens as individuals, societies or corporate bodies having good experience with financial capability for supply of Original Printer Toners/Cartridges (**Annexure–IV**) are to be taken up on panel for supply of Original Printer Toners/Cartridges for the use of High Court of Bombay Bench at Aurangabad for the period of one year. The contract may be extended further, if necessary, based on satisfactory performance. Interested parties may submit their Tender Offer **on or before 24/08/2026 at 3.00 p.m.** on the website of the Government of Maharashtra i.e. <http://mahatenders.gov.in>. The Tender document and the Terms and Conditions are available on the websites viz. <http://mahatenders.gov.in> and <http://bombayhighcourt.gov.in>.

Date:- 06/08/2026

Sd/-
Registrar (Administration)
High Court of Bombay
Bench at Aurangabad.

TENDER DOCUMENT

TENDER NO. N/CASH/11943/2026

Tender Notice for “Supply of Original Printer Toners / Cartridges”

Section I :- Eligibility Criteria

Sr. No.	Eligibility Criteria	Documentary Proof to be attached
1	The bidders/suppliers/distributors should be authorized dealers/registered suppliers/distributors. If the bidder is an authorized dealer, the Manufacturer's authorization letter should be submitted along with the Tender Offer.	Manufacturer's Authorization letter (Annexure - I)
2	Average annual turnover: The bidder/supplier/distributor shall have an average annual turnover of not less than Rs. 1 crore (Rupees One Crore only) in the relevant field in India during the last three financial years, i.e., F.Y. 2022-23, 2023-24, and 2024-25. The bidder /supplier / distributor shall submit scanned copies of the balance sheet: and profit & loss account for the said financial years, duly certified by a practicing Chartered Accountant, as documentary evidence in support of the turnover requirement.	C.A. Certificate, Audited Balance Sheet, and Profit and Loss Account of F.Y.2022-23 F.Y.2023-24 F.Y.2024-25
3	A copy of the GST Registration Number as well as the PAN Number of the Firm/individual.	GST No. PAN No.
4	Scan Copies of the GST Returns of the last two quarters.	Enclose scan can copy of the GST Returns.
5	The bidders /suppliers/distributors must have supplied computer peripherals in the past to the other Government Offices or Public Sector Undertakings (PSUs).	Enclose relevant documentary proof.
6	The bidders/suppliers/distributors must not be blacklisted/ debarred by the Central/ State Government/ Corporations or any Government Undertakings.	Undertaking to that effect (Annexure-II)

Section II:- Schedule

Tender Reference	TENDER No. N/CASH/ /2026
Date of Publication	07/08/2026 at 10.00 a.m.
Document Download/Sale Start	07/08/2026 at 10.00 a.m.
Bid Submission Start	07/08/2026 at 10.00 a.m.
Last date and time for submission of Tender Offers	24/08/ 2026 at 3.00 p.m.
Time and Date of Opening of Tender Offers	25/08/ 2026 at 3.05 p.m. (if possible)
Tender should be addressed to -	The Registrar (Administration), High Court of Bombay Bench at Aurangabad.
Address for communication	The Registrar(Administration),Bombay High Court, Bench at Aurangabad, Jalna Road, N-3, Cidco, Chhatrapati Sambhajanagar.
Contact Telephone no. and email address	0240 -2993303 Ext No. 223/251 hcaur.mah@nic.in

Section III :- Scope of Work:-

The Bombay High Court, Bench at Aurangabad, intends to empanel reputed vendor(s) for the purchase of original printer toners/cartridges for the use of the Bombay High Court, Bench at Aurangabad, for a period of one year from the date of empanelment.

Section IV:- Instructions

4.1 General:-

1. The validity of the panel is as under:
 - a) Validity of bids – 180 days from the date of opening of bids.
 - b) Validity of empanelment – One year from the date of empanelment.
 - c) Extension with mutual consent – Up to One year.

Any offer falling short of the above validity period shall be liable for rejection.

2. The bidders are expected to examine all instructions, forms, terms and conditions contained in the bidding documents. Failure to furnish any information required in the bidding documents or submission of a bid that is non substantive responsive to the bidding documents in every aspect shall be at the bidder's risk and may result in the rejection of the bid. **The bid is liable to be rejected outright without any intimation to the bidder if the complete information called for in the tender document is not furnished or if any particulars required in the forms/proforma of the tender are not fully disclosed.**
3. The bidder shall bear all costs associated with the preparation and submission of the bid, including the cost of presentation/demonstration for the purpose of clarification of the bid, if so desired by the Registrar (Administration), High Court of Bombay, Bench at Aurangabad. The High Court of Bombay, Bench at Aurangabad shall, in no case, be responsible or liable for such costs, regardless of the conduct or outcome of the bidding process.
4. The bidders should furnish information regarding past supplies/clients, etc., along with satisfactory performance of the said work.
5. The contract shall initially be for a period of one year. However, the contract may be extended subsequently, with the mutual consent of both parties, for a further period up to one year on the same rates, terms, and conditions, as may be decided by the Registrar (Administration), High Court of Bombay, Bench at Aurangabad after a review of the vendor's performance.
6. After the award of the contract, if the successful bidder fails to provide original printer toners/cartridges to the satisfaction of the Registrar (Administration), High Court of Bombay, Bench at Aurangabad, then the contract shall be liable to be terminated, along with forfeiture of the Security Deposit and other consequential actions, without giving any prior notice.
7. Placement of an order shall be subject to the satisfaction of the Registrar

(Administration), High Court of Bombay, Bench at Aurangabad regarding the quality of the original printer toners/cartridges offered by the lowest tenderer. If the Registrar (Administration), High Court of Bombay, Bench at Aurangabad is not satisfied with the product offered by the lowest tenderer, the Registrar (Administration), High Court of Bombay, Bench at Aurangabad, reserves the right to place the order with the second or third lowest bidder, as the case may be, who offers good quality original printer toners/cartridges. No further correspondence shall be entertained in this regard after submission of the tender.

8. The rates approved in the tender shall remain valid throughout the entire period of the contract. The rates accepted shall not be changed by the Tenderer/Seller during the contractual period on any account, and no upward revision shall be allowed during the period of the contract. If, at any time during the contract period, the prices of the tendered items are reduced or brought down by any statutory authority/law, the Tenderer/Seller shall be bound to inform the Registrar (Administration), High Court of Bombay, Bench at Aurangabad immediately about such reduction in the contracted prices. In case the supplier fails to notify such reduction or does not agree to the reduced rates, the Registrar (Administration), High Court of Bombay, Bench at Aurangabad shall have the right to revise the rates on the lower side.
9. The bidder shall quote for all items at Annexure -V subject to the condition that the bidder must possess the authorization of OEM against items.
10. It shall be the responsibility of the successful tenderer to deliver the original printer toners/cartridges within 3 days from the date of receiving the order. In case of urgency, the delivery shall be made on the same day. A penalty of Rs. 1,000/- per day will be imposed if the toners are not delivered within the stipulated time, and such amount will be deducted from the payment of the bill.
11. All the rates quoted by the Tenderer shall be excluding of taxes. Payment of such taxes or similar charges shall be the responsibility of the bidder.

12. The Tenderer shall provide the benefit of a decrease in prices, in the event of manufacturer provides the same to the tenderer as a result of direct agreement or otherwise.
13. The payment will be made to the successful bidder after satisfactory execution of the purchase order within the reasonable time required for passing the bill by the Government Treasury, subject to the availability of budget. However, it is provided that if there is a delay in making payment of the bill, the Registrar (Administration), High Court of Bombay, Bench at Aurangabad, shall not be liable to pay any interest charges to the bidder.
14. The Tenderer should provide the name, mobile number and email address 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.
15. In case the supplier fails to supply the order within the stipulated time or dishonors the contract in any manner, the contract awarded shall be liable for outright cancellation/termination without assigning any reason thereof. The Security Deposit and payment, if any, shall also be forfeited. In such an event, the purchaser shall be at liberty to entrust the work to any other firm/party at the risk and expense of the defaulting supplier/bidder.
16. No separate charges shall be paid for the delivery of goods to the office of the Registrar (Administration), High Court of Bombay, Bench at Aurangabad.
17. No advance payment will be made under any circumstances.
18. The Registrar (Administration) shall have the authority to select more than one Firm/party for the award of a contract, based on the rates quoted by the tenderer for particular items. This office further reserves the right to decide whether a firm/party should be selected for the supply of some or all items listed in the tender.

19. The successful bidder should not assign or sublet the empanelment or any part thereof to any other agency in any form. If the successful bidder is found doing so, it shall result in termination of empanelment and forfeiture of the security deposit/earnest money deposit.
20. The earnest money deposit/ security deposit will stand forfeited if the successful bidder withdraws or, after notifying the rates, refuses to accept the tender or violates any other terms and conditions of the tender.
21. The bidder should have a minimum average turnover of rupees One Crore during the last three financial years, and proof of the same (C.A. Certificate) should be provided along with the tender.
22. The bidder should not be a party to any legal proceedings before the Hon'ble Bombay High Court and its Benches.
23. The Registrar (Administration), High Court of Bombay, Bench at Aurangabad reserves the right to give preference to nearby dealers for quicker delivery of articles and prompt service, subject to the quoted rates being the lowest rates and acceptable.
24. The Registrar (Administration), High Court of Bombay, Bench at Aurangabad, reserves the right to terminate the contract at any time without assigning any reason thereof.
25. Upon breach by the Tenderer of any of the conditions of this agreement, the Registrar (Administration), High Court of Bombay, Bench at Aurangabad may issue a written notice and determine and put an end to this agreement, without prejudice to the right of the Registrar (Administration), High Court of Bombay, Bench at Aurangabad to claim damages for antecedent breaches thereof on the part of the Tenderer. The Registrar (Administration), High Court of Bombay, Bench at Aurangabad shall also be entitled to reasonable compensation for the loss occasioned by the failure of the Tenderer to fulfil the agreement, as certified in writing by the Registrar (Administration), High

Court of Bombay, Bench at Aurangabad. Such certificate shall be conclusive evidence of the amount of compensation payable by the Tenderer to the Registrar (Administration), High Court of Bombay, Bench at Aurangabad.

26. The successful bidder will have to provide free-of-cost replacement against the supply of poor-quality/faulty original toners/cartridges within a period of three days from the date of notifying the defects, at his/her/its own cost.
27. The quantity of toners required during the contract period, as mentioned in Annexure-IV, may increase or decrease depending on the actual consumption of toners during the contract period. In the event of an increase, an additional order will be placed with the empanelled agency after obtaining the necessary approval from the State Government. The empanelled agency shall be bound to supply the additionally ordered quantity at the same rates and on the same terms and conditions as specified in the contract.

4.2 **Cost of Bid Document:-**

The bidder shall submit a non-refundable **tender fee of Rs. 19,000/- (Rupees Nineteen Thousand only)** through online mode.

4.3 **Timely Submission:-**

1. The tender bid must contain the name, office address, telephone/mobile number(s) and email address of the person(s) who are authorized to submit the bid, along with their signatures. A certificate from the bidder's Human Resources / Legal department shall be enclosed with the bid, certifying that the person(s) who will sign the bid is/are duly authorized to do so on behalf of the Company/Firm/individual/bidder as the case may be.
2. The Registrar (Administration), High Court of Bombay, Bench at Aurangabad may, at his discretion, extend the deadline for submission of bids by amending the tender document. In such a case, all rights and obligations of the Tender Issuing Authority and the bidder, which are subject to the original deadline, shall thereafter be subject to the extended deadline.

3. The interested parties should submit the bids online, complete in all respects, on <http://mahatenders.gov.in>.

4.4 Assistant to Bidders :-

1. Any queries relating to the tender document and the terms and conditions thereof may be made by calling Telephone No. 0240-2993303, Extension No. 223.
2. Any queries relating to the process of online bid submission or queries relating to the e-tendering system of the Government of Maharashtra at <http://mahatenders.gov.in>, in general, may be available at the 24x7 Help desk Number 0120-4001 002/ 4001 005/ 4493 395.

4.5 Opening of Bids :-

1. The bidder should upload scanned copies of the following documents in Two covers, while submitting the e-Tender:
 - a) Technical Cover– As per **Annexure-III**
 - b) Financial Cover– As per **Annexure-V**
 - i) Statement - 'A'(to be uploaded by **scan copy**)
 - ii) Bill of Quantity (to be uploaded online)
2. The Technical Cover, as per Annexure–III, will be opened as per the schedule mentioned in the tender document. The Financial Covers (as per Annexure–V) of only those bidders whose bids are found to be technically qualified by the Evaluation Committee will be opened at a later date, as per the procedure prescribed under the e-Tendering System of the Government of Maharashtra.
3. The decision of the Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.

4. The Registrar (Administration), High Court of Bombay, Bench at Aurangabad, reserves the right to accept or reject any Bid, to annul the bidding process, and to reject all Bids at any time prior to the award of the Contract. The Tendering Authority also reserves the right to cancel the tendering process at any stage 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 such action.

4.6 Bid Security – Earnest Money Deposit (EMD):

1. The interested parties are required to submit a refundable **Earnest Money Deposit of Rs.1,90,000/- (Rupees One Lakh Ninety Thousand Only)** by online mode.
2. As per Government Resolution dated 01/12/2016 Industry Energy & Labour Department, the Micro and Small, Medium Enterprises registered as manufacturers under the Micro, Small & Medium Enterprises Development Act, 2006 (MSMED Act-2006) are exempted from paying Tender fees and Earnest Money Deposit (EMD). The 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 Tenders.
3. In the absence of a valid certificate from the **MSME** or **NSIC** such Tenders shall be rejected straightway.
4. The Earnest Money Deposit will be returned as per the procedure of e-tender.

4.7 Security Deposit:-

1. The successful Bidder shall at his own cost submit an unconditional and irrevocable Performance Bank Guarantee of Rs. 300000/-, with the Registrar (Administration), High Court of Bombay, Bench at Aurangabad., within fifteen (15) working days from the receipt of work order, as per the prescribed format given at **Annexure VII**

4.8 Award Criteria :-

1. Contract will be awarded to the bidder whose Commercial Offer is determined to be L1, the lowest evaluated valid offer for a particular item or all items.
2. The Registrar (Administration), High Court of Bombay, Bench at Aurangabad, reserves the right to place supply orders for all or any part of the tendered items, as deemed appropriate.

4.9 Placing of Letter of Award:-

1. The Registrar (Administration), High Court of Bombay, Bench at Aurangabad, reserves the right to place supply orders for all or any part of the tendered items, as deemed appropriate.
2. For procurement of goods, Purchase Order will be placed on the successful bidder either in hard copy or in soft copy through e-mail.
3. Objection, if any, to the Letter of Award must be reported in writing to the Registrar (Administration), High Court of Bombay, Bench at Aurangabad, by the Bidder within three (3) working days from the date of the Letter of Award for modifications, otherwise it will be assumed that the bidder has accepted the Letter of Award of totality. This is applicable in case of electronic publication/delivery of Letter of Award also. After receiving the Letter of Award, amendment if any, of the same Letter of Award is requested by the Bidder or done by the Registrar (Administration), High Court of Bombay, Bench at Aurangabad, Empanelment period will be calculated from the date of amendment and not from the original Letter of Award date.

4.10 Contract Form:-

1. The successful bidder shall enter into a contract with the Registrar (Administration), High Court of Bombay, Bench at Aurangabad (Annexure- VI), for which terms and conditions specified in the tender document shall become part and parcel of the Contractual Document.
2. Failure of the successful bidder to agree with the Terms and Conditions of the bid/contract shall constitute sufficient ground for the annulment of the award, in that event, the Registrar (Administration), High Court of Bombay, Bench at Aurangabad may make the award to the next best value bidder or call for new bids.

5.0 Arbitration:-

In the event of any dispute or difference arises out of or touching to the terms and conditions of this Contract and/or in relation to its implementation or interpretation, the same shall initially be resolved through mutual discussion and conciliation. In the event of failure to resolve the dispute through such means, the matter shall be referred to the sole Arbitrator appointed by the Hon'ble Seniormost Judge of High Court of Bombay, Bench at Aurangabad. The arbitration proceedings shall be held at Chhatrapati Sambhajinagar, and the Arbitrator shall give his award in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding upon the both parties.

5.1 Negotiation Meeting:-

Where any negotiation in the price quoted by the bidder is required, the Registrar (Administration), High Court of Bombay, Bench at Aurangabad can call a negotiation meeting. The date, time, and place of the meeting will be communicated to the concerned bidders/contractors well in advance.

5.2 Legal Jurisdiction:-

All Legal disputes are subject to the jurisdiction of the Court situated at Aurangabad Maharashtra State only, presided over by arbitrator.

Date:- 06/08/2026

Sd/-
Registrar (Administration)
High Court of Bombay
Bench at Aurangabad.

Annexure – I
Manufacturer's Authorization Letter

No.: _____ **Dated:** _____

Tender Reference No.: _____

We _____ are established and reputed 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 by the above Agent/Dealer. In the event that our above-authorized Agent/Dealer is unable to supply the goods and services during the period of the Contract to the satisfaction of the Registrar (Administration), High Court of Bombay, Bench at Aurangabad, we undertake to fulfill the contractual obligations of the said Agent/Dealer, either directly or through another Agent/Dealer.

For and on behalf of M/s. _____

Note: This letter of authorization should be on the **letterhead** of the manufacturing concern and should be signed by a competent authorized person of the Manufacturer of the goods to be supplied.

Annexure-II**Undertaking**

(on the letterhead)

Date:

To,
The Registrar (Administration)
High Court of Bombay,
Bench at Aurangabad.
Chhatrapati Sambhajanagar.

Subject:- Declaration regarding empanelment for the supply of original printer toners/cartridges and the absence of any legal proceedings.

Respected Sir,

This is to notify that my/myself/our Company /LLP /Partnership /Society / Proprietorship, **M/s. (NAME)**, intends to submit a tender in response to the Tender for Empanelment for the Supply of Original Printer Toners/Cartridges.

I/We hereby declare that mine/myself/our Company /LLP /Partnership /Society /Proprietorship has not been blacklisted or debarred by any Central Government Department, State Government Department, Corporation, or Public Sector Undertaking. I/We further declare that mine/myself/our Company /LLP /Partnership /Society / Proprietorship is not a party to any legal proceedings before the Hon'ble High Court of Bombay or any of its Benches.

[Strike out which ever is not applicable]

Yours truly,

Signature of Authorized Person

Name:

Designation:

Annexure-III

Proforma for Technical Cover:-

Sr. No.	Particulars	Documents to be furnished
1	Copy of incorporation/ Registration of Company / Firm/ Agency etc.,	
2	Complete address of the Firm/Company/Agency and Telephone, Mobile Number and email	
3	Name, Address, Telephone Number and email of the Proprietor/Authorized Representative.	
4	Whether the Tender Form Fee and the Earnest Money Deposit (EMD) are enclosed in the prescribed form.	
5	Turnover Certificate issued by a Chartered Accountant (CA), mentioning the turnover for the last three (3) financial years, i.e., 2022-23, 2023-24, and 2024-25, with an average turnover of more than One Crore.	
6	Copy of the Income Tax Returns (ITRs) for the last three financial years, i.e., 2022-23, 2023-24, and 2024-25.	
7	Copy of the latest valid authorization Certificate/Letter issued by the manufacturers/company of the toner/cartridge shall be prescribed format as at Annexure - I in respect of Items listed at Annexure -V	
8	Copies of the Balance Sheets and Profit & Loss Accounts for the last three financial years, i.e., 2022-23, 2023-24, and 2024-25, duly certified by a practicing Chartered Accountant.	
9	Copy of PAN Number.	
10	Copy of GST Registration Number and GST returns for last 2 quarters.	
11	Information regarding past supplies of computer peripherals to other Government Offices or Public Sector Undertakings (PSUs).	
12	Declaration letter for empanelment for the supply of original printer toners/cartridges and declaration that bidder has not been blacklisted/debarred by the Central / State Government department, Corporation, or by any public sector Undertaking as per Annexure - II	
13	Whether the bidder is able to supply original printer toners/ cartridges as per Annexure-V throughout the period of empanelment?	Yes/No
Date:- Name/Signature and Seal of the Dealer/Supplier		

**LIST OF PRINTER AND NAME OF ORIGINAL TONER/CARTRIDGES WITH
APPROXIMATELY QUANTITY
ANNEXURE – IV**

Sr. No .	Name of Printers	Name of Cartridges	Approximate Quantity during contract period	Bidder/s compliance for ready to supply Original Printer Toner/Cartridges (Yes/No)
1	HP LaserJet Pro 4004dw	HP 152A Black Original Laser Jet Toner Cartridges (Supplies Page Yield- 3050)	240 Nos.	
2	HP LaserJet Pro MFP 4104fdw	HP 152A Black Original LaserJet Toner Cartridges (Supplies Page Yield-3050)	120 Nos.	
3	HP Laser Jet Pro 3004dw	HP Laserjet Toner 146 A (Supplies Page Yield-1700)	960 Nos.	
Note: The quantity mentioned above may increase or decrease, depending on the actual consumption of toners/cartridges during the contract period.				

Date:-

Name/Signature and Seal

of the Dealer/Supplier

PROFORMA FOR FINANCIAL COVER**ANNEXURE – V****Original Printer Toner/Cartridges****Statement 'A'**

Sr. No.	Name of Toner/Cartridges	Rate Per Piece (Excluding GST)
1	HP 152A Black Original Laser Jet Toner Cartridges (Supplies Page Yield- 3050)	Quote the rate in the BoQ.
2	HP Laserjet Toner 146 A (Supplies Page Yield-1700)	Quote the rate in the BoQ.
Note: The quoted rates in the BoQ are final and binding on me.		

Date:-Name/Signature and Seal
of the Dealer/Supplier

Annexure-VI
Contract Form

This AGREEMENT is made on ____ day of _____ month of year, **Two Thousand Twenty-Six**, between **_____** (hereinafter called the "**Tenderer**") of the **One Part** and the Registrar (Administration), High Court of Bombay, Bench at Aurangabad (hereinafter called the "**Purchaser**") of the Other Part.

WHEREAS the Tenderer has tendered to supply to the Purchaser the Original Printer Toners/Cartridges specified at Annexure-IV and the item rates BoQ at the respective rates mentioned in the column provided for the purpose, and whereas such Tender has been accepted and the Tenderer has deposited Bank Guarantee with the Purchaser a sum of Rs. 300000/- (**Rupees Three Lakhs only**) as a Security Deposit for the due fulfilment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The Tenderer has accepted the Contract on the terms and conditions set out in Tender ID No. _____ dated _____, as well in the Letter of Acceptance of Tender Offer and Empanelment Order No. _____ dated _____, which shall remain valid during the period from _____ to _____ under this Agreement.
2. This Agreement shall be valid for the period from _____ to _____, with a provision to extend the same for a further period up to one year on the same rates, terms and conditions, by mutual consent of both parties.
3. The Purchaser has issued Empanelment Order No. _____ dated _____ to M/s. _____ (Tenderer) for the supply of the items (quantity and description of the material) at the rates specified in BoQ.
4. The Tenderer shall provide the benefit of any decrease in prices in the event that the manufacturer provides such a benefit to the Tenderer as a result of a direct agreement or otherwise.
5. Upon breach by the Tenderer of any of the conditions of this Agreement, the Purchaser may issue a written notice and determine and put an end to this Agreement, without prejudice to the right of the Purchaser to claim damages for antecedent breaches thereof on the part of the Tenderer. The Purchaser shall also be entitled to reasonable compensation for the loss occasioned by the failure of the Tenderer to fulfil the Agreement, as certified in writing by the Purchaser. Such certificate shall be conclusive evidence of the amount of compensation payable by the Tenderer to the Purchaser.
6. Upon the determination of this Agreement, whether by efflux of time or otherwise, the said deposit shall after the expiration of the Contract period from the date of such determination be returned to the Tenderer but without interest and after deducting therefrom any sum due by the Tenderer to the Purchaser under the terms and conditions of this Agreement.

7. Notices in connection with the Contract may be given by the Purchaser (the Registrar (Administration), High Court of Bombay, Bench at Auraganbad or any authorized Gazetted Officer of the High Court).

8. In consideration of the payments to be made by the Purchaser to the Tenderer as hereinafter mentioned, the Tenderer hereby covenants with the Purchaser to provide the Original Printer Toners/Cartridges and to remedy any defects therein, in full conformity with all the provisions of the Contract.

9. The Purchaser hereby covenants to pay the Tenderer, in consideration of the provision of the Original Printer Toners/Cartridges and the remedying of any 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.

10. If subject to circumstances beyond control (Force Majeure), the Tenderer fails to deliver the toners/cartridges in accordance with the conditions mentioned in the Tender Document, the Purchaser shall, at his option, be entitled either:

(a) To purchase elsewhere, after giving due notice to the Tenderer, on the account and at the risk of the Tenderer, the toners/cartridges not delivered or others of a similar description which are readily procurable (whether exactly complying with the particulars or not), in the opinion of the Purchaser.

OR

(b) To cancel the Contract.

In the event of an action being taken under (a) or (b), the Tenderer shall be liable for any losses which the Purchaser may sustain on that account. The recovery on account of agreed liquidated damages or by way of the penalty above will be made by deducting the amount from the Bills, and the recovery of any loss which the Purchaser may sustain under (a) or (b) should be made good by a credit note within the stipulated period for the purpose.

IN WITNESS WHEREOF, the said M/s. _____ (Tenderer) has set his hand hereto, and the Purchaser has, on behalf of the Registrar (Administration), High Court of Bombay, Bench at Aurangabad, affixed his hand and seal thereto on the day and year first above written.

Tenderer

Purchaser

On behalf of the High Court of Bombay,
Bench at Aurangabad.

Place: Chhatrapati Sambhajinagar.

Date: / 08/2026

Witness: 1)

2)

Annexure – VII
PERFORMANCE SECURITY FORM

To,
The Registrar (Admn.)
High Court of Judicature at Bombay,
Bench at Aurangabad.

WHEREAS _____ (Name of Contractor) has undertaken the Contract, as per Tender No. _____ dated, _____ to provide **Original Toners** (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: _____