

**HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

TENDER INVITING NOTICE

**N/Cash/253/2024.
Dt.05/01/2024.**

The Bombay High Court, Bench at Aurangabad, invites e-Tenders in two part bidding system [Technical Bid & Financial Bid] from reputed suppliers/dealers/agencies for fixing the rates for Continuous Papers [for printing the daily Board] for the period of one year from the date of award of contract.

Other Tender Information :

Tender Fees	E.M.D.	Performance Bank Guarantee	Contract Period	Tender Value approx.
Rs.1600/- Non Refundable	Rs.8000/-	Rs.15000/-	01 Year	6,00,000/-

The sealed tenders should be submitted within the stipulated time according to the time table mentioned below.

TIME-TABLE OF E-TENDER PUBLICATION

Date & Time of Publication	06/01/2024 At 10.00 a.m.
Date & Time of Document Downloading/Sale Start	06/01/2024 At 10.00 a.m.
Bid Submission Start date and time	06/01/2024 at 10.00 a.m.
Bid submission closing date and time	11/01/2024 at 3.00 p.m.
Bid Opening Date & Time	12/01/2024 at 3.05 p.m. [if possible]

For getting details of terms and conditions, willing firms/agencies may log on to the website <https://mahatenders.gov.in> & www.bombayhighcourt.nic.in and for getting technical information inquire on Toll Free No.0120-4001002/4001005/6277787 & Other Tender inquiry phone No.0240-2993303.

Sd/-

Date:05/01/2024.

REGISTRAR [ADMN.]

**HIGH COURT OF JUDICATURE AT BOMBAY
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GENERAL TERMS AND CONDITIONS :-

1) The details of Continuous papers which would be required by this Registry is kept at **ANNEXURE "A"**.

2) The Bidders shall have to upload the **filled Annexure "B" along with the photocopies of documents** serially as required in the Annexure "B".

3) After opening financial Bid, L1 bidder in Computer Continuous Paper [size 15x12xIV] shall supply the sample of Computer Continuous papers [500 paper box of 15x12xIV] at their own cost. The said papers will be tested on Lipi High Speed Printer. If the Registry found that, the sample papers supplied by the L1 bidder are not properly working with the High Speed Printer or not of good quality, the Registry reserves the rights to reject the tender of L1 bidder and consider the tender of next bidder for the aforesaid purpose also for award of contract if found eligible.

Note: **-The Computer Continuous Paper 15x12xIV is required in large quantity compare with other papers.**

4) The Bidders shall deposit tender fees of Rs.1600/- (Non refundable] and Earnest Money of Rs.8000/-while submitting the e-tenders. An online gateway is available for this purpose. The tender fees and the E.M.D. is to be deposited only on the online banking option available on the website <https://mahatenders.gov.in>

5) The Registry reserves rights to continue the supplier after expiry of the

said contract on the same rates, terms, and conditions which will be mandatory to accept by the bidder.

6) In the Financial Bid, the Bidders shall quote the rates per thousand paper for the period of one year, including GST & Freight charges etc. The rates quoted shall remain enforce during the contract period. No excessive amount will be paid even if any rates/Taxes are increased during the contract period.

7) The selected vendor/agency is responsible for supply of the required quantity of the Computer Continuous papers of specified size and GSM, for printing the Daily Board of Hon'ble Court, as per approved sample, within the stipulated time as and when directed by this office, during the contract period. If selected Vendor/Agency fails to supply the said papers within stipulated time the Registry reserves the right to deduct penalty amount so as decided by the High Court Registry from the Invoice submitted for payment.

8) The vendor/agency will have to supply the required quantity of Continuous Papers at the office of the Registrar (Admn.), High Court of Bombay, Bench at Aurangabad. No transportation or any other additional charges will be paid to the vendor/agency.

9) Payment will be made after deducting necessary taxes, penalties etc. if applicable, as per Government Rule, after supply of Papers in required quantity and good condition with the satisfaction of the Registry, subject to availability of Budget and passing bill from Treasury.

10) The Vendor/Agency must have a Permanent Account Number (PAN) and he must be paying the Income Tax.

- 11) Preference will be given to the nearby dealers who will give quick delivery of papers and prompt services.
- 12) The dealer/Agency must have minimum Three [03] years experience for supplying continuous Computer Stationery in Government/Public Sector etc.
- 13) The Vendor/Agency should not be a party in any Criminal proceedings in the Court of Law.
- 14) The successful Bidder shall at his own expenses submit an unconditional and irrevocable Performance Bank Guarantee, as a security deposit for Rs.15000/- of any Nationalised Bank with Tender Issuing Authority in favour of Registrar [Admn.], High Court, Aurangabad, within fifteen (15) working days from the receipt of rate acceptance letter, as per proforma given at Annexure "C".
- 15) The Performance Bank Guarantee will be returned to the successful bidder after satisfactory completion of contract without interest. If bidder breaches any of the term & conditions or fails to provide satisfactory services immediately or supplies papers not found of good quality/found in any bad smell/ poisonous odor in the supplied Papers, the said performance Bank Guarantee shall be confiscated by the Registry and contract shall be terminated.
- 16] The decision of the High Court Registry in the eligibility criteria and Financial Bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the High Court Registry.

17) The High Court of Bombay Bench at Aurangabad reserves the rights to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract/after 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.

18) Decision of this Registry in respect of evaluation of bids and /or award of contract will be final and binding on the bidder/supplier and cannot be challenged.

19) Arbitration :-

In the event of any dispute or difference arising out or touching upon any of the terms and conditions of this contract and / or in relation to the implementation or interpretation thereof, the same shall be resolved initially by mutual discussion and conciliation but in the event of failure thereof, the same shall be referred to the sole arbitrator appointed by High Court Registry. The arbitration shall be at Chhatrapati Sambhajinagar and the Arbitrator shall give his award in accordance with "The Arbitration and Conciliation Act, 1996".

20] Legal dispute if any, shall be subject to the Jurisdiction of the Court at Chhatrapati Sambhajinagar in Maharashtra only.

Place: Chhatrapati Sambhajinagar.
Dt. 05/01/2024.

Sd/-
REGISTRAR [ADMN.]

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**DETAILS OF COMPUTER CONTINUOUS PAPERS
ANNEXUTE "A"**

Sr. No.	Size of Paper	REQUIRED GSM
1	15x12xII	60 GSM
2	15x12xIV	60 GSM

ANNEXURE “B”
HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

[Prescribed form which will be uploaded with the Technical Bid]

Name & Address of the Tenderer/ organization/Agency	
Contract No.	

Note :

The agencies shall upload the photocopies of following documents/certificates serially with the Technical bid.

Sr. No.	Particulars	Upload Copy ?
1	Shop Act Registration.	YES / NO
2	PAN Card.	YES / NO
3	Experience of minimum 03 contracts regarding providing Computer Continuous Papers.	YES / NO
4	Online receipt of EMD & Tender Fees	YES/NO
5	Income Tax Return of last three years	YES/NO
6	GST Registration Certificate,	YES/NO
7	Undertaking [Annexure “D”]	YES / NO

Date:

Signature of the Contractor

ANNEXURE "C"
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 **Computer Continuous Papers** (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: _____

ANNEXURE - D
Undertaking

I _____, Proprietor of _____ is hereby undertake that, I accept all the terms and conditions of e-Tender ID No. _____ published by Hon'ble High Court, Bench at Aurangabad and I abide by them.

I also undertake that, my firm has not been black listed/debarred by Central/State Government, Corporations or Government undertakings etc.

I also undertake that, if I will get contract, I will totally responsible for supply of required quantity of Continuous Papers during the contract period, within stipulated time, as per sample provided at the time of Tendering process.

I also undertake that, during the contract period, if High Court Registry found that, the supplied papers are not of good quality/as per sample/having any bad smell/ poisonous odor, then, the said papers will be replaced immediately at my own cost, and I will totally responsible for any injury caused to the Hon'ble Judges/employees of Hon'ble High Court due to the handling of Poisonous odor papers. The decision of Hon'ble High Court, in this regard shall be final and binding on me.

Seal & Sign of Company/agency/firm