

BOMBAY HIGH COURT

TENDER NO. HIGH COURT/STATIONERY/2023/01

Tender Notice for “Outsourcing of Photocopying Work”
(11 photocopying machines)

Tenders are invited from reputed contractors for **photocopying work** of Bombay High Court, Appellate Side, at Mumbai on contract basis. The Contractor/Bidder and intending, resourceful, bona fide Indian Citizen as individual, societies or corporate bodies having good experience with financial capability for “Outsourcing Photocopy Work” are to be taken up on panel for Photocopying Work (**Annexure – III**) for the use of Bombay High Court, Appellate Side for the **financial year 2023-2024**. The contract may be extended further, if necessary, based on satisfactory performance. Interested parties may submit their Tender Offer **on or before 7th February, 2023 at 4.00 p.m.** on e-tendering website of 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.nic.in>

Date:- 30th January, 2023

Sd/-
Registrar General
High Court, Bombay

TENDER DOCUMENT

TENDER NO. HIGH COURT/STATIONERY/2023/ 01

Tender Notice for “Outsourcing of Photocopying Work”
(11 photocopying machines)

Section I:- Eligibility Criteria

Sr. No.	Eligibility Criteria	Documentary Proof to be attached
1	The bidder/contractor shall upload scan Copies of the Balance Sheet, Profit & Loss Account for the last three financial years i.e., F.Y.-2019-20, 2020-21 and 2021-22, duly Certified by practicing Chartered Accountant	C.A. Certificate and Audited Balance Sheets and Profit & Loss Accounts of the F.Y.- 2019-20 F.Y.- 2020-21 F.Y.- 2021-22
2	A copy of the GST No. as well as PAN number of the firm / individual	GST No. PAN No.
3	Scan Copies of GST Returns last two quarters starting from Sept. 2022 and ending December 2022	Enclose scan copy of GST Returns
4	The bidder/contractor must have service provided to the other Government Offices or Public Sector Undertakings (PSUs).	Enclose relevant documentary proof.
5	The bidder/contractor must not be blacklisted/debarred by the Central / State Government, Corporations or Government Undertakings.	Undertaking to that effect (Annexure - I)
6	The bidder/contractor should submit specification /undertaking regarding description of the photocopying machines along with rate of A3,A4, Full Scape (80GSM white paper) and Full Scape (Ledger Paper 90 GSM).	Undertaking to that effect (Annexure - III)

Section II:- Schedule

TENDER REFERENCE	TENDER No. HIGH COURT/ STATIONERY 2023/01
Date of Publication	30/01/2023 at 4.30 p.m.
Document Download/Sale Start	30/01/2023 at 4.30 p.m.
Seek Clarification Start	30/01/2023 at 4.30 p.m.
Seek Clarification End	01/02/2023 at 4.00 p.m.
Pre-Bid Meeting	02/02/2023 at 3.00 p.m.
Bid Submission Start	30/01/2023 at 4.30 p.m.
Last date and time for submission of Tender Offers	07/02/2023 at 4.00 p.m.
Time and Date of opening of Tender Offers	09/02/2023 at 11.00 a.m.
Tender should be addressed to	The Registrar General, High Court of Judicature at Bombay by designation
Place of Pre-Bid Meeting	Chamber of the Registrar (Finance & Budget) 2 nd Floor, P.W.D. Building, Bombay High Court, Fort, Mumbai – 400 032.
Address for communication	The Registrar (Finance & Budget), Bombay High Court, Appellate Side, Mumbai.
Contact Telephone no. and email address	022-22672031 022-22673568 Ext No. 1364 'fnbcs-bhc@nic.in'

Section III:- Scope of Work

The Bombay High Court intends to empanel reputed contractor for outsourcing of photocopying work for the **Financial Year 2023-2024** for the High Court, Appellate Side, Bombay.

The successful Bidder/ Contractor shall make available **11 (Eleven) Photocopying machines** which would be installed at various departments of Bombay High Court premises, G.T. Hospital Premises (New Mantralaya Building) and C.T.O. Building of High Court of Bombay.

Section IV:- Instructions

4.1 General:-

1. Validity of Panel is given 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 – **One Year**.

Any offer falling short of the validity period is liable for rejection.

2. The Bidders are expected to examine all instructions, forms, terms and conditions in the bidding Documents. Failure to furnish any 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 in the Tender Document is not furnished or if any particulars asked for, in the Forms / Proforma in the Tender, is not fully disclosed.**

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

4. The bidders should furnish the information regarding past supplies/clients etc. and satisfactory performance of the said outsourcing work.

5. 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 1 Year on same rates, terms and conditions as may be decided by the Competent Authority, after review of performance.

6. After award of the contract, if the **successful bidder fails to provide services to the satisfaction of The Registrar General then the contract is liable to**

be terminated, along with forfeiture of Earnest Money Deposit and other consequential actions without giving any prior notice.

7. The monthly copying work is about **A4 size 400000 copies** (approximate) **and A3 size 40000 copies** (approximate) The rates of photocopying for A3, A4, full scape size on high quality photocopying paper i.e., 80 GSM and full scape ledger paper i.e. 90 GSM should only be mentioned.
8. It shall be the responsibility of the bidder to use industry standard toner and accessories for photocopying machine in order to ensure guaranteed life of ink/toner powder after printing on paper from the photocopying machine.
9. Place of work: The successful bidder/contractor is required to work within the premises of the **Bombay High Court, G.T. Hospital premises (New Mantralaya Building) and C.T.O. Building of Bombay High Court.**
10. The successful bidder/contractor shall not carry any document outside the aforesaid premises and **shall not also do any kind of private photocopy work within the aforesaid premises for any third party.**
11. If the successful bidder/contractor damages document due to mishandling/negligence/poor upkeep etc., then penalties would be levied on him. In case such instances are repeated the contract may be terminated at the sole discretion of the Registrar General.
12. The successful bidder/contractor shall not scan any document given to him for photocopying. In case any document is found stolen, scanned, damaged or carried outside the aforesaid premises, the successful bidder/contractor will face civil / criminal proceedings, may lead to immediate termination of the contract at the sole discretion of the Registrar General, High Court in addition to liability to pay damages and forfeiture of deposit. For avoidance of doubt, acts of employees, associates, representatives, agents etc. of the successful bidder/contractor shall be deemed as acts committed by the bidder/contractor.

13. The rates approved in the tender shall be valid for the whole of the period of the contract and the rates accepted cannot be changed throughout the contractual period on any count by the Tenderer/Contractor and no upward revision will be allowed during the period of the contract.
14. The Bidder must quote prices of photocopying for A3, A4, full scape size paper and full scape ledger Paper at **Annexure- III** and **BOQ** and in case any item not quoted, the bid shall be summarily rejected.
15. It is the responsibility of the successful bidder/contractor to appoint operators and to pay their salary and statutory dues and other allowances etc. as applicable, as well as necessary compliance under the labour law and other relevant laws. **If the representative of the Successful Bidder/Tenderer handling the machines sustain any injury or succumb to any injuries caused by short circuit, fire etc. or any natural calamity, the High Court, Bombay would not be responsible for any action or damages and the Successful Bidder/Tenderer shall be liable to take actions as per the relevant laws.**
16. It is the sole responsibility of the operator to keep all the copying machines in well running condition so that the work of copying should not get hampered on any count. **If any photocopy machine gets out of order and not repairable within 24 hours, then the Contractor shall provide standby machine at his own cost until the former is repaired and put into operation.** If any machines are found to be non-functioning for more **than one day due to any reasons**, penalty @ **Rs. 1000/- per day** will be charged and recovered from the monthly bill.
17. All the operators should attend the **office at 9.30 am** or at a suitable timings as per the requirement of the concerned Registry.
18. All the rates quoted by the Tenderer should be **excluding of taxes** and payment of such taxes or like charge shall be the responsibility of the bidder.

19. The payment will be done to the Contractor on monthly basis as per English Calendar within reasonable time taken for passing the bills. However, it is provided that if there is delay in making payment of bill, then High Court, Bombay shall not be liable to any interest charges to the contractor.
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 arrange for supply of desired items, even at short notice.
21. In case of emergency, the successful Bidder/Contractor shall make available services of operators even beyond office hours and on holidays.
22. In case the bidder fails to provide service in time or dishonors the contract in any way, the contract awarded shall be liable for outright cancellation/termination without assigning any reasons therefor, 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/contractor at the risk and expenses of the defaulting bidder/contractor.
23. No advance payment will be made under any circumstances.
24. The successful bidder/contractor shall maintain separate data of photocopying work of each Department, along with necessary details. He shall share the data as and when required by the Head of Department.
25. The Registrar General shall have the authority to select more than one firm/contractor for award of contract, based on the rates quoted by the tenderer for particular items. This office further reserves right to decide as to whether a firm/contractor should be selected for supply of some or all items listed in the tender.

26.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 the Earnest Money Deposit.

27.If the successful bidder withdraws, or on notifying the rates, refuse to accept the tender or violate any other terms and conditions of the tender, the Earnest Money Deposit will stand forfeited.

28.The bidder should have **minimum investible fund of Rs. 10 lakhs.**

29.The bidder must have its Office/Workshop within the jurisdiction of the Municipal Corporation of Greater Mumbai.

30.The successful bidder/contractor will take only such number of copies as asked and will take proper care of documents and will ensure and would be liable for its safe custody during the execution of the work.

31.The bidder should not be a party in any legal proceedings before the Hon'ble High Court of Bombay.

32.The Office reserves the right to terminate the contract at any time without assigning any reasons therefor.

33.The Tenderer Provider shall not claim any right, title and interest in respect of the portion of the premises of the consumer given to the Tenderer for running his photocopying machine for this Agreement purpose in any manner whatsoever and shall be liable to vacate the same and to handover peaceful and **vacate possession within 2 days** upon the determination of this Agreement, whether by efflux of time or otherwise and shall not raise any objection or dispute for the same.

4.2 Cost of Bid document: -

The bidder needs to submit non-refundable Tender fee of Rs. **4,800/- (Rupees Four Thousand Eight Hundred Only)** by online mode.

4.3 Timely Submission : -

1. Tender bid must contain the name, office and after office hours addresses including telephone/mobile number(s) of the person(s) who are authorized to submit the bid with their signatures. A certificate from bidder's HR/Legal Department must be enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of the Company.
2. The High Court of Bombay may, at its discretion, extend the deadline for submission of Bids by amending the Tender Document. In such case, all rights and obligations of the Tender Issuer and Bidder, subject to the deadline will thereafter be subjected to the extended.
3. The interested parties should submit Bids online complete in all respects on <http://mahatenders.gov.in>.

4.4 Pre-Bid Meeting and Amendment to Tender Document: -

1. The prospective Bidders shall submit their Pre-Bid queries only by email to **fnbcs-bhc@nic.in** having subject line as "**Pre-bid queries for Outsourcing of Photocopying Work**", at least two days before the date of Pre-Bid Meeting.
2. The Tendering Authority may, for any reason, whether on its own initiative or on the basis of queries/suggestions received from the Bidders or a clarification requested by a prospective Bidder, amend Tender Document / issue Corrigendum to incorporate modifications or deletion of certain conditions in the Tender Document.

3. The amendments shall be published on the Websites “**mahatenders.gov.in**” and “**bombayhighcourt.nic.in**” Prospective Bidders are advised to periodically visit these websites to find out any further Corrigendum / Addendum / Notice published with respect to this Tender. All such amendments shall be binding on them. In the event of any amendment, the Tendering Authority reserves the right to extend the deadline for the submission of the Bids. In such case, all rights and obligations of the Tender Issuer and Bidder, subjected to the deadline, will thereafter be subject to the extended deadline.

4.5 Assistant to Bidders:-

1. Any queries relating to Tender document and the terms and conditions contained therein should be addressed to the Registrar (Finance & Budget) by sending email at fnbcs-bhc@nic.in or calling telephone No.022-22673568 Ext No. 1364 as mentioned in the Tender document.
2. Any queries relating to the process of online bid submission or queries relating to e-tendering system of Government of Maharashtra at <http://mahatenders.gov.in> in general may be available at 24x7 Help desk.

4.6 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 II**
 - b) Financial Cover – As per **Annexure III**
 - i) Statement - 'A' (to be upload by scan copy)
 - ii) BOQ - 'B' (to be upload online)
2. The Technical covers as per **Annexure–II** will be opened as per Schedule mentioned in the Tender Document and the Financial Covers (as per **Annexure-III**) of only those bidders, whose bids found technically qualified, by the Evaluation Committee, will be opened on later date as per procedure of e-Tendering System of the Government of Maharashtra.

3. The decision of the Evaluation Committee in evaluation of Bids shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.
4. The 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.

4.7 Bid Security (EMD – Earnest Money Deposit):-

1. The interested parties are required to submit refundable **Earnest Money Deposit of Rs.80,000/- (Rupees Eighty Thousand Only)** by online mode.
2. 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 and Medium Enterprises from paying Tender fee and Earnest amount of Tenders.
3. In the absence of a valid certificate from the **MSME** and **NSIC** such Tenders shall be rejected straightway.
4. The Earnest Money Deposit will be returned as per procedure of e-Tendering.

4.8 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.

4.9 Contract Form: -

1.The successful bidder shall enter into a contract with the Tender Issuing Authority (**Annexure – IV**) for which terms and conditions specified in the tender document shall become part and parcel of the Contracted Document.

2.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 call for new bids.

4.10 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 Hon'ble the Chief Justice, Bombay High Court. The arbitration shall be at Mumbai and the Arbitrator shall give his award in accordance with "The Arbitration and Conciliation Act, 1996". The decision of the Arbitrator shall be final and binding upon both the parties.

4.11 Legal Jurisdiction: -

All Legal disputes are subject to the jurisdiction of Mumbai Courts only, preceded by Arbitration.

Date:- 30th January, 2023

Sd/-
Registrar General,
High Court, Bombay.

Annexure – I

Undertaking

(on the Letter Head)

Date:

To,
The Registrar General,
Bombay High Court,
Mumbai.

**Subject: Declaration letter for Empanelment for providing
Outsourcing of Photocopying Work.**

Sir,

This is to notify that our Company/LLP/Partnership/Society/Proprietorship M/s. (NAME) intends to submit a tender in response to the tender for Empanelment for Outsourcing of Photocopying Work. We also declare that our Company/LLP/Partnership/Society/Proprietorship has not been blacklisted/debarred by The Central/ State Government Department/Corporation/Public Sector Undertaking.

Yours truly,

Signature of Authorised Person

Name:

Designation:

Annexure – II

Proforma for Technical Bid

Sr. No.	Particulars	Documents to be furnished
1	Name of the Contractor /Firm/Agency	
2	Complete address of the Contractor/ firms and Telephone / Mobile no.	
3	Name and address & Telephone Number of the proprietor/authorised representative.	
4	Whether Earnest Money Deposit of Rs. 80,000/- enclosed in the prescribed form.	
5	Copy of the 3 years Income Tax Return and PAN Number and Copies of the Balance Sheet, Profit & Loss Account for the last three financial years. (Certified by practicing Chartered Accountant)	
6	Copy of GST Registration Number and GST returns for last 2 Quarters.	
7	The Contractor should be continuously in the business of photocopying for at least five years' experience and has an experience of running at least five photocopy machines on outsourcing basis in the Government sector (Annex Documents).	
8	Undertaking that bidder not blacklisted/debarred by the Central / State Government, Corporations or Government Undertaking as per Annexure – I .	
9	Whether the bidder is able to provide 11 (Eleven) photocopying machines as per Annexure-III throughout the period of empanelment.	Yes/No

PROFORMA FOR FINANCIAL COVER

Annexure – III

Statement - 'A'

Sr. No.	Description of Photocopier Machines	Number of Copies per minute	Company / Model Name	Per Copy Rate			
				A3 Size Paper (80 GSM)	A4 size Paper (80 GSM)	Full Scape Paper (80 GSM)	Full Scape (Ledger Paper) (90GSM)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							

(Name, Signature & Seal of Contractor/firms)

Annexure - IV
Contract Form

AGREEMENT MADE this _____ day of _____ Two Thousand Twenty Three, between _____ (hereinafter called "Tenderer") of the **One Part** and the High Court, Bombay (hereinafter called "Purchaser") of the **Other Part**.

WHEREAS the Tenderer has Tendered to provide Outsourcing Photocopying Work at **Annexure – III** at the respective rates mentioned in the column provided for the purpose and whereas such Tender has been accepted and the Tenderer has deposited with the Purchaser a sum of **Rs.80,000/- (Rupees Eighty Thousand only)** as a security (Earnest Money Deposit) for the 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 the Tender Notice No. _____ dated _____ as well in the letter of Acceptance of Tender Offer and Empanelment Order No. _____ dated _____, which will hold good during the period i.e from _____ to _____ of this Agreement.
2. This Agreement will be valid for the period from _____ to _____ .
3. The Purchaser has issued Empanelment Order No. _____ dated _____ with M/s _____ (Tenderer) for outsourcing photocopying work (quantity & description of material), at the cost mentioned at Annexure III.
4. The Tenderer Shall provide benefit of decrease in prices, in the event of manufacturer provides the same to the tenderer as a result of direct agreement or otherwise.
5. Upon breach by the Tenderer of any of the conditions of the Agreement, the Purchaser may issue a notice in writing, 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 and also to reasonable compensation for the loss occasioned by the failure of the Tenderer to fulfil the Agreement, as certified in writing by the Purchaser which certificate shall be conclusive evidence of the amount of such 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 Contract period from the date of such determination be returned to the Tenderer but without interest and after deducting there from any sum due by the Tenderer to the Purchaser under the terms and conditions of this Agreement.

7. In Witness whereof the said M/s. _____ (Tenderer) hath set his hand hereto and Purchaser has on behalf of the High Court, Bombay affixed his hand and seal thereto the day and year first above written.
8. Notices in connection with the Contract may be given to the Purchaser (The Registrar General, High Court Bombay or any authorized Gazetted Officer of the High Court, Bombay).

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 Goods and Services of the photocopying work and to remedy defects there in conformity in all respects with the provisions of the Contract.

The Purchaser hereby covenants to pay the Tenderer in consideration of the provision of the Goods and Services of the photocopying work and the remedying of 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.

If subject to circumstances beyond control (Force Majeure), the Tenderer fails to provide services 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 services 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 action to be 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 penalty above will be made by deducting the amount in 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.

Place: Mumbai.

Tenderer

Date:

Purchaser

On behalf of the High Court Bombay

Witness: 1)

2)