

HIGH COURT OF JUDICATURE AT BOMBAY
Hutatma Chowk,
Fort, Mumbai 400 032.

NOTICE NO. HIGH COURT/COLOUR PRINTER/507/2022

NOTICE INVITING QUOTATIONS FOR SUPPLY, INSTALLATION,
COMMISSIONING AND MAINTENANCE OF COLOUR PRINTER AT BOMBAY
HIGH COURT AND ITS BENCHES AT NAGPUR AND AURANGABAD

The High Court of Judicature at Bombay invites sealed quotations (Technical & Financial) from eligible bidders for “**The Supply, Installation, Commissioning and Maintenance of Colour Printer at Bombay High Court and it’s Benches at Nagpur and Aurangabad**” as per [Annexure-A](#) (Technical Specification). Interested parties may submit quotations **on or before 08/12/2022 up to 04.00 PM.** to the Tender Cell, CPC Office, Room No. 617, 6th Floor, G. T. Hospital Premises, New Mantralaya Building, near Crawford Market, L. T. Marg, Mumbai – 400001. The Terms and Conditions are available on the Bombay High Court website at <http://bombayhighcourt.nic.in>.

Date: 16th November 2022

Sd/-
Registrar General
High Court, Bombay.

INDEX

1. GENERAL CONDITIONS:-.....	3
2. SCOPE OF WORK :.....	5
3. PLACING OF LETTER OF AWARD/PURCHASE ORDER :-.....	5
4. PERFORMANCE BANK GUARANTEE :-.....	6
5. SIGNING OF CONTRACT :-.....	6
6. DELIVERY PROCESS :-.....	7
7. INSTALLATION PROCESS :.....	7
8. PAYMENT TERMS :-.....	8
9. COMPREHENSIVE WARRANTY AND MAINTENANCE OF COLOUR PRINTER:.....	9
10. HELPDESK REQUIREMENT:.....	10
11. LIQUIDATED DAMAGES:-.....	11
12. CONFIDENTIALITY :-.....	12
13. RIGHTS OF REGISTRAR GENERAL, HIGH COURT :-.....	12
14. FORCE MAJEURE :-.....	13
15. TERMINATION :-.....	13
16. ARBITRATION :-.....	13
17. GOVERNING LAWS AND JURISDICTION :-.....	14
ANNEXURE - 'A' : Technical Specification.....	16
ANNEXURE – 'B' : Eligibility Criteria.....	19
ANNEXURE – 'C' : Financial Bid.....	21
ANNEXURE – 'D' : Draft of Performance Guarantee.....	22
ANNEXURE – 'E' : Draft of Agreement.....	23
ANNEXURE – 'F' : Certificate for country sharing land border.....	24
ANNEXURE – 'G' : Locations of Colour Printer.....	25

1. GENERAL CONDITIONS:-

1.1 The Bidder should have experience in Supply, Installation, Commissioning and Maintenance of Colour Printers.

1.2 Bidders must submit duly signed MAF (Manufacturers Authorization Form/Certificate) from OEM for the Supply, Installation, Commissioning and Maintenance of Colour Printer. If Bidder is OEM, must have submit declaration on Letter Head.

1.3 The Colour Printer must be compatible with the Windows Operating Systems and Ubuntu 18.04 or higher.

1.4 The Technical and Financial bids should be sealed by the bidder in separate covers duly superscripted "**Technical Bid - NOTICE NO. HIGH COURT/COLOUR PRINTER/507/2022**" and "**Financial Bid - NOTICE NO. HIGH COURT/COLOUR PRINTER/507/2022**" superscribed with the words "**Quotation for Supply, Installation, Commissioning and Maintenance of Colour Printer**" respectively. Both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscripted "**NOTICE NO. HIGH COURT/COLOUR PRINTER/507/2022** for **The Supply, Installation, Commissioning and Maintenance of Colour Printer at Bombay High Court and it's Benches at Nagpur and Aurangabad**" and addressed to the **Central Project Coordinator, Bombay High Court, Appellate Side, Bombay.**

1.5 The interested Bidders shall submit quotations in sealed envelopes at the Tender Cell, CPC Office, R. No. 617, 6th Floor, New Mantralaya Building, G.T. Hospital Premises, near Crawford Market, L. T. Marg, Mumbai – 400001 on or before **08/12/2022 till 04.00 p.m.** by Post, Courier or Hand delivery. The quotations will be opened on **09/12/2022 at 11.30 a.m.** in the Conference Hall, Room No.604, 6th Floor, New Mantralaya Building, Mumbai 400001 in the presence of the bidders, if any.

1.6 The Bidder shall quote the rates in Indian Rupees (INR) only and indicate the same both in figures and words. The rates in words will prevail, in the event of any mismatch.

1.7 The Bidder shall quote price per unit and total amount for the individual items, including GST etc. as applicable to the Contract. The Tax components will be calculated and shown separately.

1.8 The rates quoted must be firm and inclusive of all taxes, rates, fees, surcharges, duties and all costs associated with the contract scope of work including labour charges, costs of spare parts, equipment, etc necessary for Supply, Installation, Commissioning and Maintenance of Colour Printer in accordance with the terms and conditions of this Notice and shall not be subject to any upward modifications, on any account whatsoever. No alternate/conditional price offers shall be allowed.

1.9 All rates and prices agreed in the Contract shall be fixed for the entire duration of the contract, but in case of change in rate of taxes/levies, the same shall be passed to the High Court.

1.10 The Bidder shall submit copies of the following documents while submitting quotations:-

a) CA Certificate and / or audited Balance Sheets.

b) Documentary proof in respect of Eligibility Condition ([Annexure – B](#)) at Sr. No. 2.

c) Registration Certificate of GST and Income Tax Registration (PAN).

d) Copy of quoted rates mentioned in the [Annexure – C \(Financial Bid\)](#).

1.11 The quotations received after due date and/or time will not be considered. In case of poor response to the notice, the High Court may extend the last date of submission of quotations.

1.12 Quotation sent through email or unsealed envelope will not be accepted.

1.13 Hypothetical/conditional quotation will not be considered. Quotation once submitted shall not be allowed to be amended/withdrawn.

1.14 Overwriting/over typing or erasing of the figures are not allowed and shall render the quotation invalid. Bidders shall sign each page of the quotation. Unsigned, vague or incomplete quotation will be rejected.

1.15 Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of its Contract.

1.16 Canvassing in any form or any attempt by bidder to influence the High Court's decision making process will lead to disqualification of the bid.

1.17 At any time, prior to the date of submission of quotations, the Registrar General, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Notice by amendments. The modification shall be published only on the website of High Court of Bombay. The modifications shall not be communicated to any bidder in writing. The prospective Bidders are advised to periodically browse this website to find out any further Corrigendum/Addendum/Notice published with respect to this Notice.

1.18 The offer shall remain valid for 180 days.

1.19 The High Court shall be under no obligation to accept the lowest or any other offer received in response to this notice. The High Court reserves rights to accept or reject any/all quotations, that too, without assigning any reason whatsoever and/or amend the terms and conditions before award of the contract. The High Court shall be under no obligation to meet and have

discussions with any of the Bidders and/or to give a hearing on their representations.

1.20 NEGOTIATIONS :-

1.20.1 The High Court reserves the right to negotiate the prices quoted in the bid to effect downward modification.

1.20.2 The successful Bidder will be informed in writing of the date, place and time for negotiations/clarifications, through Online / Offline method, if required. Representatives conducting negotiations on behalf of the Bidder must have a written authority to negotiate and conclude a Contract.

1.20.3 The successful Bidder shall confirm in writing its participation in negotiations and ability to adhere to its Technical and Financial Proposals within five (5) days of receiving the notice in accordance with relevant Clauses.

2. SCOPE OF WORK :

The successful bidder shall Supply, Installation, Commissioning and Maintenance of Colour Printer at the respective locations within a time frame as specified in this Notice. Colour Printer should be compatible with Windows Operating System and Ubuntu 18.04 or higher. The High Court of Judicature at Bombay, therefore, invites a quotation from the reputed manufacturers/suppliers for “the Supply, Installation, Commissioning and Maintenance of Colour Printer” at Bombay High Court and it’s Benches at Nagpur and Aurangabad.

3. PLACING OF LETTER OF AWARD/PURCHASE ORDER :-

3.1 The High Court reserves the right to choose any subset of the Notice items for placement of supply orders.

3.2 In general, a single Purchase Order shall be given for all items. However, in specific cases, subset of items or particular item may be ordered.

3.3 Objection, if any, to the Purchase Order must be reported to the High Court by the Bidder within three (3) working days from the date of the Purchase Order for modifications, otherwise it will be assumed that the bidder has accepted the Purchase Order in totality. This is applicable in case of electronic publication/delivery of Purchase Order also.

3.4 On the receipt of the Purchase Order, the Bidder shall obtain all the necessary permits for sale and delivery including transportation well within time to ensure complete, safe and timely delivery of the ordered products.

3.5 The timeline for delivery of products and services will start from the date of issue of Letter of Award/Purchase Order.

3.6 Each Item shall be securely packed in separate carton. The top cover of the carton must have a label carrying the details of the Purchase Order Number, Bidder's bill number and Delivery location.

3.7 The High Court may call upon the successful Bidder to supply any additional quantity of the technically qualified products (Make and Model) at the accepted price or reduce the quantity as per the requirement.

4. PERFORMANCE BANK GUARANTEE :-

4.1 The Successful Bidder will be required to furnish performance guarantee in the form of unconditional Bank Guarantee issued by the Bank equivalent to **3% of the contract value** within 15 days from the date of issuance of the Letter of Award. To ensure due performance of the contract, the Successful Bidder shall furnish a single unconditional and irrevocable Performance Bank Guarantee payable at Mumbai in the name of **“The Registrar General, Bombay High Court”** at his own cost **within fifteen (15) working days** from the date of issuance of the Letter of award of the Contract or prior to signing of the contract whichever is earlier of an amount equivalent to 3% of the contract value in Indian Rupees.

4.2 The Performance Guarantee shall be as per the format approved by the “Registrar General” (**Annexure – D**).

4.3 A Bank Guarantee must be properly stamped. The Bidder shall bear the necessary expenses of the Stamp duty. Unstamped or improperly stamped Bank Guarantee will not be considered as a valid Bank Guarantee.

4.4 The Bank Guarantee shall provide for payment upon first demand, without demur or protest.

4.5 The Performance Guarantee will remain valid for a period of sixty days beyond the date of completion of all contractual obligations by the successful bidder. The High Court will discharge the Performance Guarantee after completion of the Bidder's performance obligations.

4.6 The Performance Guarantee will be invoked in case of non-compliance of maintenance schedule during warranty period or breach of the contract/bidder's failure to complete its obligation under the contract.

5. SIGNING OF CONTRACT :-

5.1 The Registrar General will send the Successful Bidder a draft of an agreement to be entered into between the parties.

5.2 The Successful Bidder shall execute an agreement within 15 (Fifteen) days from the date of the Letter of Award/Purchase Order. The agreement must be duly stamped as per the provisions of the Maharashtra Stamp Act. The Bidder shall bear the necessary expenses of the Stamp duty.

5.3 The Registrar General shall be the authority signing contract for and on behalf of the High Court.

5.4 Until a formal contract is prepared and executed, the letter of award / Purchase order shall constitute a binding contract.

6. DELIVERY PROCESS :-

6.1 The successful bidder shall deliver the Colour Printer at **Bombay High Court and it's Benches at Nagpur and Aurangabad** as per the Purchase Order.

6.2 All aspects of safe delivery shall be the exclusive responsibility of the Bidder.

6.3 The successful Bidder shall obtain signature with date and stamp on Delivery Challan(s) of the concerned Authority and handover copy thereof to him.

6.4 Delay on account of getting relevant permits shall not make Bidders eligible for waiver of liquidated damages.

6.5 The hardware must be dispatched in a sealed box.

6.6 At the destination site, the cartons will be opened only in the presence of the concerned officer and successful bidder's Representative and the intact position of the Seal for not being tampered with shall form the basis for receipt in good condition.

6.7 Inventories at all their service locations shall be maintained by the successful Bidder for immediate replacement of the Hardware items in case of failure.

6.8 Though the High Court will provide all the necessary documents for ensuring smooth delivery of goods at the respective destinations, it is the responsibility of the successful bidder to deliver the goods in time.

6.9 The successful Bidder shall apply to the respective authority for issue of road permit /waybill in time.

7. INSTALLATION PROCESS :

7.1 The successful Bidder shall install and carry on commissioning of all the items at the specified site without any additional charge.

7.2 The successful Bidder shall install only the items technically tested/accepted as per the Purchase Order shall be installed as per the schedule given below:-

Sr. No.	Location	Maximum Period for Delivery from the date of Purchase order	Maximum Period for installation from the date of Purchase Order including delivery period
1	Bombay High Court and its Benches at Nagpur and Aurangabad (as per Annexure-G)	3 weeks	4 weeks

Note: The installation schedule mentioned above includes all activities including delivery and installation of all Hardware and related software items.

8. PAYMENT TERMS :-

8.1 A pre-receipted bill along with the original excise duty gate pass, if applicable, Delivery Challans and other relevant documents shall be submitted (three copies) to the Office of the Central Project Coordinator, e-Courts Project, Bombay High Court.

8.2 An invoice shall contain the items ordered under one Purchase Order only. Bill /Invoice shall not be combined for more than one purchase order.

8.3 On submission of Invoice 100% payment will be paid after satisfactory delivery thereof.

8.4 As far as possible, payment will be made within 90 days after submission of duly signed and stamped Delivery Challans.

8.5 All payments shall be made in Indian Rupees subject to deduction of after statutory and contractual deductions including liquidated damages, if applicable.

8.6 No payment will be made for the goods which are delivered over and above the Purchase Order without obtaining prior permission of the High Court.

8.7 The payment will be made in Indian Rupees after deducting the applicable taxes, legal dues, liquidated damages, if any.

9. COMPREHENSIVE WARRANTY AND MAINTENANCE OF COLOUR PRINTER:

9.1 The successful bidder shall provide onsite comprehensive annual maintenance services and operations for three years from the date of delivery at the desired places, which shall

i) cover maintenance of Colour Printer.

ii) include preparation and approval of preventive maintenance plan and its implementation, other than breakdown maintenance calls.

9.2 OEM's Warranty Statement/terms shall not apply to the systems/Items supplied under the contract.

9.3 Warranty shall cover maintenance of the entire Colour Printer including its consumable and non-consumable parts. Ink cartridges or toners are not covered under the CAMC.

9.4 The successful bidder shall undertake to have adequate spare parts coverage for the efficient functioning of the Colour Printer.

9.5 Where replacement parts are fitted, the parts removed become the property of the successful bidder.

9.6 The successful bidder shall not use refurbished components/items while repairing/replacing defective parts. The successful bidder shall use only genuine brand new spare parts/components of the supplied item/equipment.

9.7 The successful bidder shall guarantee a minimum uptime of 98% during the maintenance period. The successful bidder shall always maintain detailed 'breakdown and repair' records of the Colour Printer.

9.8 Throughout the duration of the comprehensive warranty, if any of the machines are rendered unusable or parts are unavailable for a period exceeding seven days the successful bidder will be bound to supply a standby machine of a configuration not lower than the defective Colour Printer. In the event of the Colour Printer not being repaired within fifteen days, the successful bidder shall replace the machine.

9.9 Spare parts/Components supplied by the successful bidder instead of irreparable parts/components all are new. The successful bidder shall not use refurbished components/items while repairing/replacing defective parts. Where replacement parts are fitted, the parts removed shall be the property of the successful bidder. If any medium on which information is stored is to be changed then the old one should remain in the custody of the authorized Court staff.

9.10 The successful bidder shall make the spare parts for the systems available for a minimum period of three years from the time of acceptance of the system/item.

9.11 In the event of any Colour Printer displaying chronic system design or manufacturing defects or Quality Control problem or where the Liquidated damages on account of downtime have crossed 15% of the Colour Printer value, the machine will be replaced by the successful bidder at his cost and risk within 30 days, from the date of the last failure.

9.12 The successful bidder shall share the escalation matrix for support services.

9.13 The successful bidder shall appoint well-experienced Service Engineers for attending complaints and their resolution under the contract. They shall receive complaints and keep a proper call log record. Call logging to the company and follow-up for receiving and replacing components will be the responsibility of Service Engineers. The complaint log of such calls will have to be maintained separately.

9.14 Any exclusion to the comprehensive/warranty shall be notified by the successful bidder to the Court administrator.

9.15 The successful bidder has to submit a copy of the service report indicating the service request number, problem and action taken duly signed by the authorized Court staff and the Engineer.

9.16 The successful bidder shall provide special calls requested by the Hon'ble Judge using the machine or by the authorized person from Court. The successful bidder shall, from receipt of the complaint attend at the relevant site **within 24 hours of the call**. In no case, the successful bidder's service personnel will attend to report defects later than the next working day. The successful bidder should keep the Registry informed of the problem report resolution progress.

9.17 On completion of the sixty days beyond the Warranty Period, the Security Deposit shall be released without any interest, after satisfying that proper free warranty support has been provided during the warranty period of **three years** for the Colour Printer and after deducting the amount of liquidated damages, if any.

9.18 After the expiry of the warranty, the concerned authority has the option to enter into an Annual Maintenance Contract with the successful bidder for post warranty maintenance of the systems.

10. HELPDESK REQUIREMENT:

10.1 The successful bidder shall provide online/offline dedicated support and helpdesk services through phone, email or by physical visit if required by qualified and competent support team for assisting users of the concerned Court/office.

10.2 The successful bidder shall provide escalation matrix for their sales &

support function.

10.3 The successful bidder shall be responsible to provide genuine and quality Colour Printer. If any of the Colour Printer is found defective/non-functional/non-responsive within the warranty time period, the successful bidder shall replace that Colour Printer, within 10 working days from the replace request.

10.4 The delivery process of Colour Printer should be hassle free.

11. LIQUIDATED DAMAGES:-

11.1 The bidders shall strictly adhere to the schedule of delivery, installation and maintenance of the **Colour Printer** during the subsistence of the contract.

11.2 If the successful bidder fails to complete the delivery within the stipulated time and unable to meet the targets specified in the Notice, the High Court without prejudice to other remedies available to the High Court shall be entitled to recover as agreed liquidated damages for breach of the contract, a sum of equivalent to 0.5% (Zero point five percent) per week or part thereof of the delay on the Purchase Order Value of the undelivered and/or delayed items to a maximum limit of 10% of the of the contract price. Once the maximum is reached, the High Court holds the option of cancellation of the Order and reprocurer the same from any other Vendor at the cost of the bidder and forfeit the Security deposit of the successful bidder.

11.3 In case the successful bidder fails to meet the maintenance requirements within two days at the site, the High Court without prejudice to other remedies available to the High Court shall be entitled to recover as agreed liquidated damages for breach of contract, a sum of equivalent to 0.5% of the value the **Colour Printer** per week or part thereof from the date of call logging. The Liquidated damages shall be deducted from the Performance guarantee. If the total Liquidated damages reaches an amount equal to or more than 10% of the order value, the same shall invoke the Performance Bank Guarantee and seek an equivalent Performance bank guarantee. The High Court holds an option of cancellation of the order and engage another contractor to carry out the work at the cost of the successful bidder and forfeit the security deposit of the successful bidder.

11.4 In case the downtime is above 2% in a block of 365 days, the liquidated damages 0.1% (Zero-point One Percent) of the order value for each hour subject to maximum of 10% (Ten Percent) of the Purchase Order value may be imposed and recovered from the payments due to the Successful Bidder or Performance Security/Performance Guarantee. Downtime will be counted from the date and time of call logging.

11.5 Quantum of the liquidated damages assessed and levied by the High Court and decision of the High Court thereon shall be final and binding on the successful bidder. Further the same shall not challengeable by the successful

bidder either before Arbitration Tribunal or before the Court. The same shall stand specifically excluded from the purview of arbitration clause, as such shall not be referable to arbitration.

12. CONFIDENTIALITY :-

12.1 The term “Confidential Information” means any written information, including without intimation, information created by or for the other party, which relates to internal controls, Router or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

12.2 Information relating to the examination, evaluation, comparison, post-qualification of Proposals and recommendation of Contract award, shall be confidential and shall not be disclosed to Bidders or any other persons not officially concerned with such processes.

12.3 The Bidder shall not divulge to any person, subsidiaries or groups of the Bidders or to any other person, any information obtained by it in the course of its execution of its work and all the information gathered by the Bidder shall be treated as professional communications and confidential. Any violation of this clause shall lead to cancellation of the Contract and invoking of the Bank Guarantee, if any, without notice to the bidder and he shall be liable for further damages.

12.4 The Bidder shall not encourage or partake in any form of software piracy during the contract period.

12.5 The Bidder shall not take the High Court as reference to their prospectus of clientele for any purpose.

13. RIGHTS OF REGISTRAR GENERAL, HIGH COURT :-

The Registrar General reserves the right to make changes within the scope of the work at and 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 assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders.

14. FORCE MAJEURE :-

14.1 Neither party will be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as *force majeure* which is beyond the control of any of the parties, including, but not limited to fire, flood, explosion, act of God.

Provided that changes in tax laws will not be considered as force majeure.

14.2 If a *force majeure* arises, the bidder shall notify the Registrar General, in writing of such condition and the cause thereof within 72 hours. Unless otherwise directed by the Registrar General, the bidder shall continue to perform his obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the *force majeure* event. The successful bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events continue to prevent or delay such performance.

15. TERMINATION :-

15.1 The High Court reserves the right to terminate the contract by giving 15 days notice in case of breach of any of the material obligations under the contract, if committed by the bidder, during the contract period.

15.2 The contract may also be terminated in case of any unsatisfactory service performance during the contract period with due notice.

15.3 The Registrar General, may at any time terminate the contract by giving notice without assigning any reason. In case of such termination the obligation of the Registrar General to pay consideration for performance of the contract shall be limited to the amount for the work carried out till the date of termination. Notwithstanding the termination of the agreement, the parties shall continue to be bound by the provisions of the agreement that reasonably require some action or forbearance after such termination.

16. 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 hereof, the same shall be resolved initially by mutual discussion and conciliation but in the event of failure thereof, the same shall be referred to a sole arbitrator appointed with the consent of the parties and if the parties fail to agree on the arbitrator within thirty days from receipt of a request by one party from the other party to so agree the appointment shall be made, upon request of a party, by the High Court. The arbitration shall be governed by provisions of the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding upon the parties.

17. GOVERNING LAWS AND JURISDICTION :-

The Agreement shall be governed by the laws in force in India. Any dispute arising in relation to the Agreement shall be subject to the Jurisdiction of the Courts at Mumbai.

Date:- 16th November 2022

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

Manufacturer's Authorization Format for Front Line Bidder

Ref:

Date:

To
The Registrar General,
High Court,
Bombay.

Subject: Manufacturer Authorization for Notice No----

Sir,

We, <Bidder/ Frontline OEM/SI>having our registered office at <Bidder/ Frontline OEM/SI address>, are an **established manufacturer/Suppliers** of **name of quoted item (Colour Printer)**. We <Frontline OEM/SI> solely authorized <bidder's name> to quote our product for above mentioned Notice.

Our full support is extended in all respects for supply and maintenance of our products. We also ensure to provide the service support for the supplied equipments during three years warranty period from date of delivery of the equipments as per terms mentioned in the Notice. In case of any difficulties in logging complaint at bidder end, user will have option to log complaints at our call support center.

We also undertake that in case of default in execution of this Notice by the <Indicate names of all supporting OEM/SI >, the <Bidder/ Frontline OEM/SI > will take all necessary steps for successful execution of this project as per Notice requirements. We undertake to provide priority in responding to your complaints and in respect of all locations.

Thanking You

For <Bidder/ Frontline OEM/SI>

<(Authorized Signatory)> Name:

Designation:

(Bidder to submit MAF in the above format only)

ANNEXURE - 'A' : Technical Specification

Item : Colour Printer

Make :

Model :

	Product Company		
	Product Name (in detail)		
	Manufactured Part No.		
	Product Manufacturing date		
	Product launching date (in India)		
	Product End of Sale date		
	Product End of Life date		
Sr. No.	Specification	Tender Requirement	Bidder's compliance
1	Cartridge Technology	Composite Cartridge	
2	Printing Technology	Laser	
3	Type of Printing	Colour	
4	Paper Size	A4	
5	Printer Speed per minute in (A4) Size – Mono	27 or more	
6	Printer Speed per minute in (A4) – Colour	27 or more	
7	First Page Out	13 sec or less	
8	Print languages	PCL 5 or 5e, PCL 6, Postscript, PDF printing etc.,	
9	Resolution (DPI)	600 x 600	

10	Memory (MB)	1024 or higher	
11	Processor Speed	800 MHz	
12	Duplexing Feature	Yes	
13	Duplex Print Speed (IPM)	21 or more	
14	Network connectivity	Yes	
15	Network Interface, if available	Ethernet 10/100/1000	
16	Wireless Connectivity	Optional	
17	If Yes, Type of Wireless Connectivity		
18	USB Port	Yes	
19	Number of Main Paper Trays	1	
20	Each Main Paper Tray Capacity	250	
21	Bypass Tray Facility	Yes	
22	If Yes, Bypass Tray Capacity	50	
23	Yield of the cartridge/Ink Tank/Ink Pack supplied with machine for Cyan Colour (Number of Prints)	2000	
24	Yield of the cartridge/Ink Tank/Ink Pack supplied with machine for Yellow Colour (Number of Prints)	2000	
25	Yield of the cartridge/Ink Tank/Ink Pack supplied with machine for Magenta Colour (Number of	2000	

	Prints)		
26	Yield of the cartridge/Ink Tank/Ink Pack supplied with machine for Black Colour (Number of Prints)	2300	
27	Duty Cycle (No. of Prints/month)	50000	
28	Compatible Operating System	Windows, Ubuntu Linux, MAC	
29	BIS Registration under CRS of Meity	Yes	
30	BIS Registration No.	Required	
31	Other Certifications Available	UL, CE	
32	Warranty	3 Years Comprehensive warranty including all parts except toner Cartridge with onsite support	

Note:-

- 1] All the above specifications are minimum.
- 2] Bidders should submit brochure for the quoted product only.
- 3] The bidder shall not use words like "Yes" or 'Complied' in the TVDS and shall give complete details for the quoted product.

ANNEXURE – ‘B’ : Eligibility Criteria

Sr. No.	Item	Insert Value or check-list the box	Reference of Enclosed Proof, along with corresponding page numbers
1	The bidder shall Provide Manufacturer Authorization Letter/Declaration of OEM	Manufacturer Authorization Form / OEM Declaration on OEM letter head.	
2	The bidder (s) must be an IT solution provider capable of handling Supply, Installation, Commissioning and Maintenance of Colour Printer / Similar Product and should have experience of minimum 3 years.	Copies of Work Order/Works Completion Certificate. The High Court reserves the right to seek additional supporting documents for the above Projects.	
3	The bidder's average annual financial turnover during Financial years 2018-19, 2019-20 and 2020-21 from sales and support services should not be less than Rs.2,82,000/-	*To be supported by authentic documentary evidence (audited balance sheet / CA Certificate) and confirmation regarding turnover. (The turnover refers to the company responding to this Notice and not the composite turnover of its subsidiaries/sister concerns/ techno-commercial collaborators etc.) (quote value in Rs. Lakhs)	
4	A copy GST Registration No., PAN number of the Bidder allotted by the Income Tax authorities should be submitted.	GST Registration No. PAN No.	
5	*A copy of the Registration number of the Bidder with attested	Registration No.	

	<p>copies of Articles of Association_(in case of Registered firm), Bye-laws or Certificates of registration (as applicable),</p> <p>* Partnership Deed (in case of Partnership Firm) should be submitted.</p>	Name the document enclosed.	
6	<p>Bidder must have Infrastructure support in the form of direct service centers or their franchisees at all locations.</p>	<p>Provide Contact Details such as Names, phones, e- mails, website, manpower, Escalation Matrix etc.</p>	
7	<p>The bidder from a country that shares a land border with India must be registered with the Competent Authority as per the norms set by the Government of India. Such bidder must submit a declaration.</p>	<p>Provide Certificate <u>Annexure – F.</u></p>	

ANNEXURE – ‘C’ : Financial Bid

Notice No. HIGH COURT/COLOUR PRINTER/507/2022

Financial Bid for all Items as per [Annexure - A](#) : Technical Specification.

1. Prices in Financial Bid should be quoted in the following format, as per the specifications in respective Annexures.
2. All prices should be quoted with three years onsite comprehensive warranty period.
3. Prices should be quoted in Indian Rupees and indicated both in figures and words. Figures in words will prevail.
4. Quoting incredibly low value of items with a view to subverting the Notice process shall be rejected straight away.
5. Sum total of all taxes to be given in Column 4 (Taxes). The details of all the tax types and value in percentage to be provided separately in the table below.

Sr. No.	Item Description		Unit Price (Rs.)	GST (Rs.)	Unit Price (All inclusive) with three years warranty (Rs.)	Indicative Quantity for Determining the L1 bidder/ rates only.	Total Price (All inclusive) with three years warranty (Rs.)
1	2	Make/ Model	3	4	5=3 + 4	6	7=5 x 6
1	Colour Printer					15	
GRAND TOTAL VALUE (GTV) in Rs.							X

Note :- Quantity of Colour Printer may increase or decrease as per requirement.

1. Unit Price (Column 5) should include packing, forwarding, freight, insurance, installation, commissioning, warranty or any other charges.
2. All fields in the financial bid format are mandatory.
3. Octroi and State entry taxes should not be included in Column in Taxes.
4. *Details of Taxes to be entered here :-

Sr. No.	Tax Type	Value (In Percentage)

Date :- Authorized Signatory

Name :-

Place :

ANNEXURE – ‘D’ : Draft of Performance Guarantee

(On Stamp Paper)

To:

**The Registrar General,
High Court, Bombay**

WHEREAS ----- (Name of Vendor/successful bidder) has undertaken a Contract, to supply, install and maintenance of Colour Printer at Bombay High Court and it's Benches at Nagpur and Aurangabad as per Notice No. HIGH COURT/COLOUR PRINTER/507/2022 dated 16/11/2022 hereinafter called "the Contract".

AND WHEREAS the contract requires the Vendor to furnish you with a Bank Guarantee for the sum specified therein as security for compliance with the Vendor's performance obligations under the Contract.

AND WHEREAS at the request of the vendor we have agreed to provide you with this guarantee:-

THEREFORE, WE (_NAME OF THE BANK _) hereby unconditionally and irrevocably undertake to pay to you upon first demand, without demur or protest, without reference to the Vendor and notwithstanding any dispute(s) between the Vendor and you a sum of upto Rs./- (amount of the guarantee in Words and Figures).

Any claim hereunder should be accompanied by a demand letter from you stating that the Vendor has failed to perform his part of the contract and specifying the amount claimed hereunder.

This Bank Guarantee shall remain valid for multiple claims provided that the claims if any should be received at the bank before close of business hours on _____

Signature and Seal of Guarantors

Date :- _____

Address: _____

Date :- _____

Address: _____

ANNEXURE – ‘E’ : Draft of Agreement

(On Stamp Paper)

AGREEMENT MADE this _____ day of _____ Two Thousand Twenty-Two, 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 supply, install and maintenance of Colour Printer to the purchaser along with related accessories as per the delivery instructions and delivery schedule given in the Notice at the respective rates mentioned in the column provided for the purpose and whereas such Notice has been accepted and the Tenderer has furnished Performance Guarantee with the Purchaser in the sum of Rs. _____/- (amount of the guarantee in Words and Figures) as a security (Performance Guarantee) for the fulfillment of this Agreement. NOW IT IS HEREBY AGREED between the parties hereto as follows:

The Tenderer-has accepted the Contract on the terms and conditions set out in the Notice No. HIGH COURT/COLOUR PRINTER/507/2022 dated 16-11-2022 and Purchase Order No. Spl./Com./ /2022 dated 00-00-2022, which will hold good during the period of this Agreement.

The Purchaser has placed Purchase Order No. Spl./Com./ /2022 dated 00-00-2022 with M/s _____ (Tenderer) for supply and maintenance of Colour Printer 000 Nos of Colour Printer(quantity and description of material) along with related accessories, at the total cost of Rs. _____/- (amount of the guarantee in Words and Figures).

Upon breach by the Tenderer of any of the conditions of the Terms and Conditions of the Notice, the consequences will follow as per those Terms and Conditions in the Notice.

Place : Mumbai.

Tenderer

On behalf of the _____

Witness: 1)

Purchaser

2)

On behalf of the High Court Bombay

ANNEXURE – ‘F’ : Certificate for country sharing land border
Notice No.HIGH COURT/COLOUR PRINTER/507/2022

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached).”

Date :-

Place :-

Authorized signatory with seal.

ANNEXURE – ‘G’ : Locations of Colour Printer

Location where Colour Printer to be supplied

Sr. No.	Address of delivery and installation	Quantity Colour Printer
1	Bombay High Court Room No. 28, Special Computer Cell, Annex Building, 3rd Floor, Bombay High Court, Fort, Mumbai 400032	11
2	Bombay High Court, Nagpur Bench Padmashri Mohammed Rafi Chowk, near Ravi Bhawan, Civil Lines, Nagpur, Maharashtra 440001	2
3	Bombay High Court, Aurangabad Bench Jalna Road, N 3, Cidco, Aurangabad, Maharashtra 431009	2