

HIGH COURT OF JUDICATURE AT BOMBAY,
NAGPUR BENCH, NAGPUR.

O.W. NO. 661 /2023

Date: 30th January, 2023.

NOTICE INVITING TENDER

Sealed Tenders are invited from interested Dealers/ Suppliers for Refilling of Toner/Cartridges; Supply and Installation of necessary spare parts of Toner/Cartridges for the use of High Court of Judicature at Bombay, Nagpur Bench, Nagpur, for the period of Two Years, from the date of issuance of work order, as per the specification mentioned in the Tender documents. The interested parties may submit their Tender on or before 06/02/2023 upto 05.00 p.m.

The tender documents and Terms and Conditions are available on the official Website of the High Court of Bombay, i.e. <http://bombayhighcourt.nic.in>.

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30-01-2023
Registrar (Admn.)
High Court of Bombay,
Nagpur Bench, Nagpur.

HIGH COURT OF BOMBAY, BENCH AT NAGPUR
TENDER NUMBER BOM HC/ NAG/PRINTER REFILLING-SPARES/
661 /2023

1. GENERAL

The Registry of Bombay High Court, Bench at Nagpur invites sealed Tenders in two parts i.e., Technical Cover and Financial Cover from reputed and experienced agencies for Refilling/Refabrication of Toner/Cartridges; Supply and Installation of necessary spare parts of Toner/Cartridges for the use of High Court of Judicature at Bombay, Nagpur Bench, Nagpur, for the period of Two Years, from the date of issuance of work order, as per the specification mentioned in this Tender documents. The interested parties may submit their Tender on or before 06/02/2023 upto 05.00 p.m.

2. TIME-SCHEDULE OF TENDER PROCESS :

Tenderer Reference	Tender No. High Court/ <u>NAG/PRINTER REFILLING- SPARES /661/2023</u>
Date of Publication	30/01/2023
Last date and time to submit Tender	06/02/2023 upto 05.00 p.m.
Date, Time and place of opening of Technical Cover/Envelope	08/02/2023 at 03.00 p.m. In the Chamber of Registrar (Administration)
Date, Time and place of opening of Financial Cover/Envelope	10/02/2023 at 03.00 p.m. In the Chamber of Registrar (Administration)

(Note : The parties applying for Tender shall remain present at the time and place of the opening Technical Cover)

3. ELIGIBILITY CRITERIA FOR TENDERER & REQUIRD DOCUMENTS:

Sr. No.	Eligibility Criteria	Documentary Proof to be attached
i.	The tenderer must be registered under relevant applicable laws.	License issued under The Maharashtra Shop and Establishment Act. (Note: Such license must have been renewed and valid) In case of Partnership, Certificate of Registration with Registrar of Firm, and Deed of Partnership etc.
ii.	Tenderer should be resident /business operation/office within the limits of Nagpur Municipal Corporation	The Certificate of Registration or such other document issued by the public authority must reflect these facts.
iii.	The Tenderer should have valid GST and Income Tax Registration.	The copy GST registration and PAN card.
iv.	The Tenderer should have Income Tax Returns for last three financial years.	Copies of Income Tax Returns downloaded from the website of I.T. Dept.
v.	The Tenderer must be registered with the professional tax authority.	Corresponding certificate of Registration.
vi.	Tenderer shall have minimum three years' experience of Refilling the Toner/Cartridges and supplying its spare parts to the Government Offices /Establishment/Public Sector under takings	The copy of contracts/work orders executed/issued by such Government Offices / Establishment/Public Sector under takings.

Sr. No.	Eligibility Criteria	Documentary Proof to be attached
vii.	The tenderer has not been blacklisted by the Central/ State Government/ Corporations/ Government Undertakings etc.	Declaration to that effect in Annexure-C.
viii.	All the terms and conditions in the tender documents inclusive of its annexures are acceptable to the tenderer.	Declaration to that effect in Annexure-C.
ix.	The tenderer should not have been declared insolvent.	Declaration to that effect in Annexure-C.

4. TENDER FEE:

- i. Tender Fee of Rupees 1500/- (Rupees One Thousand and Five Hundred only) is payable by the Tenderer, which is non- refundable.
- ii. Tender fee is payable by Demand Draft drawn on any Nationalized or scheduled Bank in the favour of "Registrar (Administration), High Court of Bombay, Nagpur Bench, Nagpur".
- iii. The Demand Draft shall be annexed with Tender Form, in Technical Envelope/Cover.

5. EARNEST MONEY DEPOSIT (E.M.D.):

- i. The successful Tenderer has to deposit E.M.D. of Rupees 15,000/- (Rupees Fifteen Thousand) within 7 days or such earlier period as may be directed, from issuance of work order.

- ii. The amount of E.M.D. shall be kept in Fixed Deposit for the period of Contract in the Nationalized Bank.
- iii. The amount of E.M.D. will be returned after successful completion of the Contract, along with accrued interest.
- iv. In case of breach of Contract, the amount of E.M.D. or such portion of it, as determined by the Registrar (Administration), shall be forfeited/adjusted against the loss arising out of such breach.

6. TENDER IS LIABLE FOR SUMMARY REJECTION IF:

- i. Demand Draft for payment of tender fee is not annexed with the tender.
- ii. Demand Draft is not drawn in favour of, "Registrar (Administration), High Court of Bombay, Nagpur Bench, Nagpur".
- iii. Demand Draft is not drawn on either Nationalized or Schedule Bank.
- iv. Tender is conditional.
- v. Copy of Balance sheet is not authenticated by authorized person like Chartered Accountant.
- vi. Every page of the tender document and annexures are not signed by the tenderer.
- vii. Copies of documents are not self-attested by the tenderer.
- viii. The period for which License is issued/renewed under Shops and Establishment Act is already expired.
- ix. Tender is received after due date and time.
- x. The tender document is illegible or incomplete.

7. INSTRUCTION FOR SUBMISSION OF TENDERS:

- i. The price offered for Refilling; Supply and Installation of Spare Parts of Toner/Cartridge shall be enclosed in the Financial Envelope.

- ii. Duly filled Tender Form, with all Annexures along with undertaking and declaration shall be enclosed in the Technical Envelope.
- iii. Both the Envelopes i.e., Financial Envelope and Technical Envelope shall be kept together in large size Envelope, with particulars like Tender Reference number/ Name of Tenderer etc. mentioned on such large size envelope.
- iv. Financial Envelope of only those Tenderers will be opened, who have qualified in technical cover.
- v. Any kind of interpolation erasing or overwriting in the Tender Form or other annexures shall be duly attested by the Tenderer.
- vi. The numbers and make of the printers currently in use in the High Court are given for the benefit of the tenderers. There is every likelihood of rise in the number of printers during the contract period.

8. OTHER TERMS AND CONDITIONS:

- i. The price quoted by the Tenderer for Refilling; Supply and Installation of spares of the Cartridges shall be inclusive of all Taxes and all other expenses.
- ii. The tenderer shall not be entitled to enhancement in the Rates of Refilling; Supply and Installation of spares during the contract period.
- iii. The Income Tax T.D.S. and GST is deductible from the Payments made to the Supplier/Service provider, at the prevailing rates and as per the guidelines.
- iv. The supplier/Service provider shall submit bills within a month from Refilling/supply of spare parts.

- v. The Supplier/Service provider shall not be entitled to advance payments and interest on delayed payments.
- vi. The Toner powder must be the same as used in the original toner of HP, Canon, Brother, Kyosera etc., with output regarding quality and quantity of prints, not less than 95% of the original toner.
- vii. All the installed parts of the tonner must have minimum life of 45 days. In case, installed parts do not last for 45 days, the Supplier/Service provider shall not be entitled to price of such replacement.
- viii. The Supplier/Service provider shall guarantee 2000 prints after each refilling.
- ix. The life of printed text from the Refilled/Refurbished toner/cartridges shall be minimum 50 years.
- x. The Supplier/Service provider shall install only the genuine and original spare parts (Drum, Doctor Blade, PCR Roller, Magnet Roller, Wiper Blade etc.) of the cartridge.
- xi. All the work of Refiling and replacing of spare shall be done under the supervision of the official deputed by the Computer Section of this Registry.
- xii. The Supplier/Service provider shall make refiling and replacing of the spare parts, only when the actual need has arisen technically.
- xiii. The Supplier/Service provider shall change at his own cost the Refilled Cartridges/Toners or the replaced spare parts, not performing to the satisfaction of the user.
- xiv. The Supplier/Service provider shall have to make available his/its technician, at the High Court during the office hours to provide

timely service of refilling. Such service shall also be provided beyond office hours or during holidays, if so, directed by the administration.

- xv. The technician of the Supplier/Service provider shall take the printouts after each refiling and satisfy the respective court official using such printers.
- xvi. In case of any ambiguity or dispute, the interpretation by the Registrar (Administration) of this tender document shall be final and binding on both the parties to Contract.
- xvii. The decision of the Registrar (Administration) of the High Court, Bench at Nagpur, in respect of evaluation of the tenders or the award of the contract will be final and binding on the tenderers and cannot be challenged.
- xviii. The Registrar (Administration) of the High Court, Nagpur Bench reserves right to split orders and / or accept or reject any tender / application so also to vary, modify, revise or change any of the terms and conditions without assigning any reason therefore.

9. TERMINATION OF THE CONTRACT:

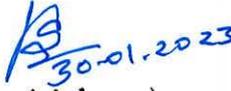
- i. The Registrar (Administration), High Court, Nagpur Bench reserves the right to terminate the contract by giving due notice in case of breach of any of the material obligations under the contract. Some of the material breaches are illustrated below.
- ii. Erasing/Blurring of ink of the printed document shall be regarded as material breach of obligation.
- iii. The indulgence in any corrupt or fraudulent practices with reference to the execution of the contract shall be held material breach of contract.

- iv. The non-availability of technical person of the supplier/service provider shall be held as material breach.

10. DISPUTES:

All Legal disputes if any, shall be subject to the jurisdiction of Nagpur High Court only, preceded by Arbitration, by the sole Arbitrator at the instance of the High Court Administration.

Date : 30/01/2023


Registrar (Admn.)
High Court of Bombay
Nagpur Bench, Nagpur.

To,
The Registrar (Administration),
High Court of Bombay,
Nagpur Bench,
Civil Lines,
Nagpur-440001

Subject :- Tender in respect Refilling and spare parts of the
printers required to your office.

Sir,

With reference to your Tender on the subject captioned, I am
submitting herewith a Tender along with the rates for the items as per the
list published on the Website of your office. I have read all the terms and
conditions / instructions carefully .

Yours faithfully,

Name of the Dealer / Supplied

Full Address

Phone No.

Mobile No.

ANNEXURE-A

.. I ..

HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH : NAGPUR**TENDER FORM**

(For Refilling of Toner/Cartridges and supply and installation of necessary spare parts of Toner/Cartridges)

1. Name and full address of the tenderer :

2. Name and full address of the Establishment :
(If the Establishment is Firm or Company,
then relevant registration certificate number

3. Means of communications; :
a. Whatsup Mobile Number
b. E-mail ID
c. Land Line Telephone Number

4. a. PAN No.
b. GST Registration No.
c. Shop and Establishment Licence No.
d. Professional Tax Registration No.

5. Experience in terms of years in the :
field of supply and service of a refilling and
spare

6. Details of Government offices/ :
establishments to which the services are
provided in the last 3 years

7. Details of the Demand Draft enclosed :
with this tender form.

NAGPUR:
DATED:

SIGNATURE OF THE TENDERER

.. II ..

(This tender document proforma should be filled up & enclosed with the quotation)

List of documents annexed :

Sr. No.	Name of documents	Whether documents attached (Yes/No)
1	Identity proof like Aadhar Card, Driving Licence etc.	
2	Address proof like Electricity Bill, House Tax Receipt, Rent Agreement etc.	
3	Licence under Shop and Establishment Act	
4	Certificate of Registration of Firm/Company Law/Partnership Deed	
5	GST Registration Certificate	
6	PAN Card	
7	IT returns of Last three financial years	
8	Professional Tax Registration Certificate	
9	Minimum 3- years experience Certificate (Copy of Contracts/Work Order etc.) issued by Gov. Offices/ Establishment/Public Sector Undertakings	
10	Demand Draft of Rupees 1500/- in the favour of "Registrar (Administration), High Court of Bombay, Nagpur Bench, Nagpur" drawn on Nationalized or Schedule Bank	
11	Declaration and Undertaking in Annexure-C	

It is certified that the above information is true and correct.

Seal & Sign of Tenderer

ANNEXURE-"B"**HIGH COURT OF JUDICATURE AT BOMBAY, BENCH AT NAGPUR
FOR REFILLING OF EMPTY CARTRIDGES/TONNERS AND SPARE
PARTS REQUIRED**

Sr. Nos.	Printer Name	Approximate Quantity	Refilling	Drum	Magnetic Roller	Wiper Blade	Doctor Blade	PCR	Total Rate
1	HP Laserjet P-1008	70							
2	HP Laserjet 2015 DN	04							
3	HP Make LJ M-1522N Multifunction Printer	02							
4	HP Make Wifi Printer (M202 dw)	24							
5	Brother Make HL-2250 DN	27							
6	Brother Make Multifunction Printer (MFC-8370 DN)	04							
7	Cannon Make Mono Laser Printer (LBP151DW)	130							
8	Cannon Laserjet Printer (MF-244 DW)	16							
9	Kyocera Make Network Printer (Ecosys -P2040DW)	15							
10	Kyocera Make Multifunction Printer (Ecosys-P 2040 DN)	10							
11	RICOH Make Multifunction Printer (SP325 SFNW)	1							
12	HP 416 Inktank Colour Printer	1							
13	HP Colour Jet 150NW	1							
14	Lipi High Speed Printer Ribbon Cartridge LIP 6805L	3		--	--	--	--	--	
15	Lipi High Speed Printer Ribbon Cartridge 6810	2		--	--	--	--	--	

Sd/-

**Name and Stamp of the
Tenderer/ Supplier**

Annexure-C
UNDERTAKING & DECLARATION
(On stamp paper of Rs. 100/-)

Tender No: BOM HC/NAG/PRINTER REFILLING-SPARES/661/ 2023

To,
The Registrar (Administration),
High Court of Bombay,
Nagpur Bench, Nagpur.

Name of Tenderer :-

Sir,

1. I/We hereby agree to abide by all the terms and conditions laid down in the tender document inviting tenders for Refilling of Toner/Cartridges; Supply and Installation of necessary spare parts of Toner/Cartridges.
2. It is declare that, I/We have not been declared insolvent by the Court.
3. I/We declare that, the Tenderer has never been blacklisted by the Central/State Government/Corporation, other Government Institutions.
4. I/We declare that no legal proceeding is pending against me/us in the High Court of Bombay, Bench at Nagpur. (If such proceeding is pending then give details)
5. I/We undertake to deposit E.M.D. of Rupees 15,000/- in case work order is issued to me/us, within 7 days or such earlier period as may be directed.

Signature of the Tenderer
Name & Address of the Tender with Seal