

**BOMBAY HIGH COURT**

**TENDER NO. HIGH COURT/STATIONERY/2023/02**

**Tender Notice for “Supply of Computer Papers”**

Tenders are invited from the reputed Suppliers/Distributors for **supply of Superior Quality of Computer Papers** for the use of Bombay High Court, Appellate Side and Original Side Registry for the Financial Year 2023-24. The Supplier/Distributor and intending, resourceful, bonafide Indian Citizen as individual, societies or corporate bodies having good experience with financial capability for supply of Superior Quality Computer Papers (**Annexure – III**) are to be taken up on panel for supply of Superior Quality Computer Papers for the use of Bombay High Court, Appellate Side and Original Side Registry for the Financial Year 2023-24. The contract may be extended further, if necessary, based on satisfactory performance. Interested parties may submit their Tender Offer **on or before 13/02/2023 at 4.00 p.m.** on the 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: 01 February, 2023

Sd/-  
Registrar General  
High Court, Bombay

## TENDER DOCUMENT

TENDER NO. HIGH COURT/STATIONERY/2023/02

Tender Notice for “Supply of Computer papers”

### Section I:- Eligibility Criteria

<b>Sr. No.</b>	<b>Eligibility Criteria</b>	<b>Documentary Proof to be attached</b>
1	The bidders/suppliers/distributors annual turnover from sales of Computer Papers in India should be atleast Rs. 10 lakhs. The bidder/seller/distributors 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 Sheet and Profit and Loss Account of the F.Y. 2019-20 F.Y. 2020-21 F.Y. 2021-22
2	A copy of the GST Number 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/supplier/distributor must have supplied computer papers in the past to the other Government Offices or Public Sector Undertakings (PSUs).	Enclose relevant documentary proof.
5	The bidder/supplier/distributor must not be blacklisted/debarred by the Central / State Government/Corporations or any Government Undertakings.	Undertaking to that effect <b>(Annexure - I)</b>

## **Section II:- Schedule**

<b>TENDER REFERENCE</b>	<b>TENDER No. HIGH COURT/ STATIONERY 2023/02</b>
Date of Publication	02/02/2023 at 12.30 p.m
Document Download/Sale Start	02/02/2023 at 12.30 p.m
Seek Clarification Start	02/02/2023 at 12.30 p.m
Seek Clarification End	04/02/2023 at 4.00 p.m
Pre-Bid Meeting	08/02/2023 at 3.00 p.m
Bid Submission Start	02/02/2023 at 12.30 p.m
Last date and time for submission of Tender Offers	13/02/2023 at 4.00 p.m
Time and Date of opening of Tender Offers	15/02/2023 at 11.00 a.m
Tender should be addressed to	The Registrar General, High Court of Judicature at Bombay
Place of Pre-Bid Meeting	Chamber of the Registrar (Finance & Budget) 2 <sup>nd</sup> 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- 22672031/22673568 Ext No. 1364 fnbcs-bhc@nic.in

## **Section III:- Scope of Work :-**

The Bombay High Court, Appellate Side and Original Side, Mumbai intends to empanel reputed vendors for purchase of Superior Quality of Computer Papers for the use of Bombay High Court, Appellate Side and Original Side Registry for the Financial Year 2023-24.

## **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 presentation/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 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 one year on same rate, 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 computer papers 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. Placement of order, shall be subject to satisfaction of the Registry about quality of the computer papers offered by the lowest tenderer and if the Registry is not satisfied of product being offered by lowest Tenderer, it reserves the right to place the order to the second or the third lowest Tenderer, as the case may be, who offers good quality computer papers. No further correspondence will be entertained in this regard after submission of Tender.
8. 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/Seller and no upward revision will be allowed during the period of the contract.
9. The Bidder must quote prices for all item mentioned at **Annexure III** and **BOQ** and in case any item not quoted, the bid shall be summarily rejected.
10. It shall be responsibility of the successful tenderer to deliver the computer paper within 2 days from the date of order received and in case of urgency it shall be provided on the same day.
11. 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.
12. The payment will be done to the successful bidder on monthly basis as per English Calendar within reasonable time taken for passing the bill. However, it is provided that if there is delay in making payment of bill, then the High Court, Bombay shall not be liable to any interest charges to the bidder.
13. 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.

14. In case the supplier fails to supply the order in time or dishonors the contract in any way, the contract awarded shall be liable for outright cancellation/termination without assigning any reasons thereof, 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/party at the risk and expenses of the defaulting supplier/bidder.
15. No separate charges shall be paid for delivery of goods to the office of the Bombay High Court, Appellate Side and Original Side, Mumbai.
16. No advance payment will be made under any circumstances.
17. The Registrar General shall have the authority to select more than one firm/party for award of contract, based on the rates quoted by the tenderer for particular items. This office further reserves the right to decide as to whether a firm/party should be selected for supply of some or all items listed in the tender.
18. 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 Earnest Money Deposit.
19. The Earnest Money Deposit will stand forfeited 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.
20. The bidder should have **minimum investible fund of Rs. 10 lakhs.**
21. **The bidder must have its Office/Workshop within the jurisdiction of the Municipal Corporation of Greater Mumbai (MCGM).**

22. The bidder should not be a party in any legal proceedings before the Hon'ble Bombay High Court.
23. The preference of bidder will be given to the nearby dealers who will give quick delivery of articles and prompt services.
24. The Office reserves the right to terminate the contract at any time without assigning reasons thereof.

#### **4.2 Cost of Bid document:-**

The bidder needs to submit non-refundable Tender fee of **Rs. 3,600/- (Rupees Three Thousand Six 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 subject to the deadline as 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. A sample of each paper type as per **Annexure III** shall be displayed to the interested bidders for examination during the pre-bid meeting. The successful bidder shall have to supply similar paper throughout the period of empanelment unless otherwise informed in writing to the successful bidder.
2. 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 Supply of computer papers**”, at least two days before the date of Pre-Bid Meeting.
3. 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.
4. 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, subject 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. 22673568 Ext.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 (to be upload online)
2. The Technical cover 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 the later date as per procedure of e-Tendering System of the Government of Maharashtra.
3. The decision of the Evaluation Committee in the evaluation of Bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.
4. 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 - Earnest Money Deposit(EMD):-**

1. The interested parties are required to submit refundable **Earnest Money Deposit** of **Rs. 60,000/- (Rupees Sixty 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 & 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 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 Contractual 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 all for new bids.

#### **4.9 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 the 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.

**4.10 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.

**5.00 Legal Jurisdiction :-**

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

Date:- 01<sup>st</sup> February, 2023

Sd/-  
Registrar General,  
High Court, Bombay.

## **Annexure – I**

### **Undertaking**

(on the letterhead)

Date:

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

**Subject:- Declaration letter for Empanelment for supply of  
computer papers.**

Respected 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 supply of superior quality of computer papers. We also declare that our Company/LLP/Partnership/Society/ Proprietorship has not been blacklisted/debarred by the Central / State Government Department/ Corporation or by any Public Sector Undertaking.

Yours truly,

Signature of Authorized Person

Name:

Designation:

## Annexure – II

### Proforma for Technical Bid :-

Sr. No.	Particulars	Documents to be furnished
1	Name of the Firm/Company/Agency	
2	Complete address of the Firm/Company/Agency and Telephone / Mobile no.	
3	Name and address & Telephone Number of the proprietor/authorised representative.	
4	Whether Earnest Money Deposit of <b>Rs. 60,000/-</b> enclosed in the prescribed form.	
5	Copy of the last 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 No. and GST returns for last 2 Quarters (i.e. Sept – 2022 to Dec - 2022)	
7	Information regarding past supplies to other Government Offices or Public Sector Undertakings (PSUs).	
8	Undertaking that bidder not blacklisted/debarred by the Central / State Government, Corporations or Government Undertaking as per <b>Annexure–I</b> .	
9	Whether the bidder is able to supply of computer papers as per <b>Annexure III</b> throughout the period of empanelment?	Yes/No

## **Annexure – III**

### **Proforma for Financial Cover**

#### **List of Computer Papers**

##### **Statement – 'A'**

<b>Sr. No</b>	<b>Particular</b>	<b>Rate Per 500 Papers (Excluding GST)</b>
1	Computer Paper Size- 10” x 12” x I (Printing name 'High Court of Bombay' and continuous Nos.) (70 GSM)	
2	Computer Paper Size- 10” x 12” x III (Printing name 'High Court of Bombay' and continuous Nos.) (70 GSM)	
3	Computer Paper Size- 15” x 12” x I (Printing name 'High Court of Bombay' and continuous Nos.) (70 GSM)	
4	Computer Paper Size- 15” x 12” x II (Printing name 'High Court of Bombay' and continuous Nos.) (70 GSM)	
5	Computer Paper Size- 15” x 12” x III (Printing name 'High Court of Bombay' and continuous Nos.) (70 GSM)	
6	Authenticated Paper A4 size Bond Paper (100 GSM) (Printing name 'High Court of Bombay along with water mark and continuous Serial Nos. (As per Sample)	

Name/Signature and Seal  
of the Dealer/Supplier.

## **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 supply to the Purchaser, the Computer papers specified 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.60,000/- (Rupees Sixty Thousand only) as security (Earnest Money Deposit) for the fulfillment 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 from \_\_\_\_\_ to \_\_\_\_\_ of this Agreement.
2. The Agreement will be valid for the period from \_\_\_\_\_ to \_\_\_\_\_ with a provision to extend the same for a further period of one year on the same rates, terms and conditions on mutual consent.
3. The Purchaser has issued Empanelment Order No. \_\_\_\_\_ dated \_\_\_\_\_ with M/s \_\_\_\_\_ (Tenderer) for supply of items at (quantity and 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 fulfill 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 by the Purchaser (The Registrar General, High Court of Bombay or any authorized Gazetted Officer of the High Court of 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 computer paper 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 computer paper 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 deliver the stores 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 stores 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.

Tenderer

Purchaser

On behalf of the High Court Bombay

Place: Mumbai.

Date: \_\_\_/\_\_\_/2023

Witness: 1)  
2)