

BOMBAY HIGH COURT

TENDER NO. HIGH COURT/STATIONERY/2023/03

Tender Notice for “Supply of Original Printer Toners/Cartridges”

Tenders are invited from the **Authorized Dealers/Registered Suppliers/Distributors for supply of Original Printer Toners/Cartridges** for the use of Bombay High Court, Appellate Side and Original Side Registry for the Financial Year 2023-24. The Authorized Dealers/Registered Suppliers/Distributors and intending, resourceful, bonafide Indian Citizen as individual, societies or corporate bodies having good experience with financial capability for supply of Original Printer Toners/Cartridges (**Annexure-IV**) are to be taken up on panel for supply of Original Printer Toners/Cartridges 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 27/02/2023 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: 16th February, 2023

Sd/-
Registrar General
High Court, Bombay

TENDER DOCUMENT

TENDER NO. HIGH COURT/STATIONERY/2023/03

Tender Notice for “Supply of Original Printer Toners/Cartridges”

Section I:- Eligibility Criteria

Sr. No.	Eligibility Criteria	Documentary Proof to be attached
1	The bidders/suppliers/distributors should be Authorized Dealers/Registered Suppliers/Distributors. If the bidder is Authorized Dealer, Manufacturer's authorization letter should be submitted along with Tender Offer.	Manufacturer's Authorization letter (Annexure-I)
2	The bidders/suppliers/distributors turnover from sales of Original Printer Toners/Cartridges in India should atleast be Rs.10 lakhs. The bidders/ suppliers/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.	CA Certificate, Audited Balance Sheet and Profit and Loss Account of the F.Y 2019-20 F.Y 2020-21 F.Y 2021-22
3	A copy of GST Number as well as PAN number of the firm/Individual.	GST No. PAN No.
4	Scan Copies of the GST Returns of last two quarters starting from <u>Sept – 2022</u> and ending <u>December - 2022</u> .	Enclose scan copy of GST Returns.
5	The bidders/suppliers/distributors must have supplied in past to the other Government Offices or Public Sector Undertakings (PSUs).	Enclose relevant documentary proof.
6	The bidders/suppliers/distributors must not be blacklisted/debarred by the Central / State Government/ Corporations or any Government Undertakings	Undertaking to that effect (Annexure-II)

Section II:- Schedule

Tender Reference	TENDER No. HIGH COURT/ STATIONERY-2023/03
Date of Publication	18/02/2023 at 3.00 p.m.
Document Download/Sale Start	18/02/2023 at 3.00 p.m.
Seek Clarification Start	18/02/2023 at 3.00 p.m.
Seek Clarification End	21/02/2023 at 3.00 p.m.
Pre-Bid Meeting	22/02/2023 at 3.00 p.m.
Bid Submission Start	18/02/2023 at 3.00 p.m.
Last date and time for submission of Tender Offers	27/02/2023 at 4.00 p.m.
Time and Date of opening of Tender Offers	01/03/2023 at 3.00 p.m.
Tender should be addressed to	The Registrar General, High Court of Judicature of Bombay.
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- 22672031/22673568 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 Original Printer Toners/Cartridges 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 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 Original Printer Toners/Cartridges 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 Original Printer Toners/Cartridges 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 Original Printer Toners/Cartridges. 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 items mentioned at **Annexure – IV 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 Original Printer Toners/Cartridges 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 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.
13. 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.

14. 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.
15. 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.
16. No separate charges shall be paid for delivery of goods to the office of the Bombay High Court, Appellate Side and Original Side, Mumbai.
17. No advance payment will be made under any circumstances.
18. 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.
19. 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.
20. 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.

21. The bidder should have minimum investible fund of Rs. 10 lakhs.
22. The bidder must have its Office/Workshop within the jurisdiction of the Municipal Corporation of Greater Mumbai (MCGM).
23. The bidder should not be a party in any legal proceedings before the Hon'ble Bombay High Court.
24. The preference of bidder will be given to the nearby dealers who will give quick delivery of articles and prompt services.
25. 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. 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 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. 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 Original Printer Toners/Cartridges**”, 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, 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-III**
 - b) Financial Cover – As per **Annexure-IV**
 - i) Statement - 'A' (to be upload by scan copy)
 - ii) BoQ (to be upload online)
2. The Technical cover as per **Annexure – III** will be opened as per Schedule mentioned in the Tender Document and the Financial Covers (**as per Annexure – IV**) 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 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.80,000/- (Rupees Eighty Thousand Only)** by online mode.
2. As per Government Resolution dated 01/12/2016 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-V**), 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 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 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.

5.0 Legal Jurisdiction :-

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

Date:- 16th February, 2023

Sd/-
Registrar General,
High Court, Bombay.

Annexure – I
Manufacturer's Authorization Letter

No. _____ dated _____

Tender Reference No. _____

We _____ who are established and reputable manufacturers of _____ having factories at _____ and _____ do hereby authorize M/s. _____ (Name and address of Agent / Dealer) to Offer, negotiate and conclude the Contract with you against the above invitation for Tender. We hereby extend our full guarantee and warranty as per terms and conditions of the Tender and the Contract for the goods and services offered against this invitation, for the goods and services offered by the above Agent / Dealer. In case our above authorized Agent / Dealer is unable to supply the goods and services during the period of the Contract to the satisfaction of the Tendering Authority, we undertake unilaterally to fulfil the contractual obligations of the said Dealer /Agent either directly or through another.

For and on behalf of M/s. _____

Note: This letter of authority should be on the Letter Head of the manufacturing concern and should be signed by a Competent Person of the Manufacturer.

Annexure – II

Undertaking

(on the letterhead)

Date:

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

Subject:- Declaration letter for Empanelment for supply of original printer toners/cartridges.

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 original printer toner/cartridges. We also declare that our Company/LLP/Partnership/Society/ Proprietorship has not been blacklisted/debarred by any Central / State Government Department/ Corporation or by any Public Sector Undertaking.

Yours truly,

Signature of Authorised Person

Name:

Designation:

Annexure – III

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 Rs.80,000/- enclosed in the prescribed form	
5	Copy of the latest valid authorization Certificate issued by the manufacturers/company of the toner/cartridge as per Annexure – IV .	
6	Copy of the last 3 years Income Tax Return and Copies of the Balance Sheet, Profit & Loss Account for the last three financial years. (Certified by practicing Chartered Accountant) and Copy of PAN number.	
7	Copy of GST Registration No. and GST returns for last 2 Quarters (i.e. <u>Sept – 2022</u> to <u>Dec – 2022</u>).	
8	Information regarding past supplies to other Government Offices or Public Sector Undertakings (PSUs).	
9	Undertaking that bidder not blacklisted/debarred by the Central / State Government, Corporations or Government Undertaking as per Annexure – II .	
10	Whether the bidder is able to supply of original printer toners/cartridges as per Annexure-IV throughout the period of empanelment?	Yes/No

PROFORMA FOR FINANCIAL COVER

Annexure – IV

Original Printer Toners/Cartridges

Statement 'A'

Sr. No.	Particular	Rate Per Piece (Excluding GST)
1	DR-2255 Drum Cartridge (Brother)	
2	TN-2260 Toner Cartridge (Brother)	
3	TN-3250 Toner (Brother)	
4	DR-3217 Drum(Brother)	
5	12A-Q2612A Toner Cartridge (HP)	
6	36A-CB436A Toner Cartridge (HP)	
7	35A-CB435A Toner Cartridge (HP)	
8	88A-P1008 Toner Cartridge(HP)	
9	HP LaserJet CE 255A Toner Cartridge	
10	HP LaserJet 7553 Toner Cartridge	
11	HP LaserJet 530 (Black) Toner Cartridge	
12	HP LaserJet 531 (Cyan) Toner Cartridge	
13	HP LaserJet 532 (Yellow) Toner Cartridge	
14	HP LaserJet 533 (Magenta) Toner Cartridge	
15	78A Toner Cartridges (HP)	
16	131A CF 213A (Magenta) Toner Cartridge (HP)	
17	131A CF 212A (Yellow) Toner Cartridge (HP)	
18	131A CF 211A (Cyan) Toner Cartridge (HP)	
19	131A CF 210A (Black) Toner Cartridge (HP)	
20	HP 201(CF 401A) Toner (Cyan)	
21	HP 201(CF 402A) Toner (Yellow)	
22	HP 201(CF 403A) Toner (Magenta)	
23	HP 201(CF 400A) Toner (Black)	
24	ML-2010 D3 Toner Cartridge (Samsung)	
25	ML-2850A Toner Cartridge (Samsung)	
26	MLT-205S Toner Cartridge (Samsung)	
27	MLT-101S Toner Cartridge (Samsung)	
28	FX 9-4150 Toner Cartridge (Canon)	
29	328 Fax Toner Cartridge (Canon)	
30	Canon cartridge 337	
31	Cartridge 318 Starter 8352 (Canon)	
32	Cartridge 318 Starter 8353 (Canon)	
33	Cartridge 318 Starter 8354 (Canon)	
34	Cartridge 318 Starter 8355 (Canon)	
35	Canon 054 Tonner (Cyan)	
36	Canon 054 Tonner (Yellow)	
37	Canon 054 Tonner (Magenta)	
38	Canon 054 Tonner (Black)	
39	T2245/50 Lipi Original Ribbon	
40	T6215/T6218/T6306/6312 Lipi Original Ribbon	
41	6800/6600 Original tally Genicom Standard Life EC cartridge Ribbon	

42	501H High Yield Return Program Toner Cartridge(having yield of 5000 Pages) (LexMark)	
43	MS310, MS410, MS510, MS610 Return Program Toner Cartridge (having yield of 1500 Pages) (LexMark)	
44	500Z Black Return Program Imaging Unit(having yield of 60000 pages) (LexMark)	
45	Ricoh SP 310 SFN	
46	Ricoh SP 311 HS	
47	Ricoh SP 201L	
48	Kyocera P-2040DW - TK-1168 MK-1158 Drum Cartirdge	
49	Kyocera M-2040DN TK-1178 MK-1158Drum Cartridge	
50	Kyocera Digital Copier (M-2640 idw) TK-1178 DV 1158	
51	Kyocera TK-6309 Toner	
52	Kyocera TK-439 Toner	
53	WorkCentre 6515 DNI Tonner 130R03488 (Black)	
54	WorkCentre 6515 DNI Toner 130R03693 (Cyan)	
55	WorkCentre 6515 DNI Toner 130R03694 (Magenta)	
56	WorkCentre 6515 DNI Toner 130R03695 (Yellow)	
57	Epson L6190 Black Ink Bottle Ink Code-001	
58	Epson L6190 Cyan Ink Bottle Ink Code-001	
59	Epson L6190 Magenta Ink Bottel Ink Code-001	
60	Epson L6190 Yellow Ink Bottel Ink Code-001	
61	Epson LQ 1310 Printer Ribbon/Tonner	
62	Printronix S809 Printer Ribbon	
63	Canon Cartridge 054H Black	
64	Canon Cartridge 054H Cyan	
65	Canon Cartridge 054H Magenta	
66	Canon Cartridge 054H Yellow	
67	Canon 333 Toner	
68	Epson Cartridge 003 Black	
69	Epson Cartridge 003 Colour Ink CYM	

Name/Signature and Seal
of the Dealer/Supplier.

Annexure - V

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 Original Printer Toners/Cartridges specified at **Annexure – IV** 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 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 from _____ to _____ of this Agreement.
2. This 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 - IV.
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 their 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 Original Printer Toner/Cartridges 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 Original Printer Toner/Cartridges 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)