

BOMBAY HIGH COURT

TENDER NO. HIGH COURT/STATIONARY/2024/06

Tender Notice for “Supply of Computer Papers”

Tenders are invited from the Manufacturers, Authorised Dealers/Registered Suppliers/Distributors for **empanellment of the Companies/Firms to supply computer papers** for the use of the Bombay High Court, Appellate Side and Original Side Registry for the Financial Year 2025-26. The Authorized Dealers/Registered Suppliers/Distributors and bonafide Indian Citizens as individuals, societies or corporate bodies having good experience with financial capability for being taken up on the panel for the supply of computer papers (**Annexure – III**) and **BoQ** for the use of Bombay High Court, Appellate Side and Original Side Registry for the Financial Year 2025-26. The contract may be extended further, if necessary, based on satisfactory performance. Interested parties may submit their Tender Offer on or before 02/01/2025 at 04.00 p.m. on the e-tendering website of the 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: 10th December, 2024

Sd/-
Registrar General
High Court, Bombay

TENDER DOCUMENT

TENDER NO. HIGH COURT/STATIONARY/2024/06

Tender Notice for “Supply of Computer Papers”

Section I:- Eligibility Criteria

Sr. No.	Eligibility Criteria	Documentary Proof to be attached
1	The Bidder's/Supplier's/Distributor's annual turnover from the sale of computer papers in India should be at least Rs.10 lakhs. The Bidder/Supplier/Distributor shall upload scanned copies of the Balance Sheet, Profit & Loss Account for the last three Financial Years i.e. FY 2021-22, 2022-23 and 2023-24 duly Certified by a practicing Chartered Accountant.	Turnover Certificate issued by C.A. and Audited Balance Sheet and Profit & Loss Account. FY. 2021-22 FY. 2022-23 FY. 2023-24
2	A copy of the GST number as well as the PAN of the Firm/Individual.	GST Number. PAN No.
3	Scan Copies of GST Returns for the last two quarters (i.e., quarter ending June-2024 and September -2024)	Enclose scan copy of the GST Returns.
4	Scan copy of proof of Office/Workshop within the jurisdiction of the Municipal Corporation of Greater Mumbai.	Enclose scan copy of Shop and Establishment License/Certificate issued by MCGM
5	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.
6	The Bidder/Supplier/Distributor must not be blacklisted/debarred by the Central/State Government, Corporations or any Public Sector Undertakings.	Undertaking to that effect (Annexure-I)

Section II:- Schedule

TENDER REFERENCE	TENDER No. HIGH COURT/ STATIONARY 2024/06
Date of Publication	12/12/2024 at 04.00 p.m.
Document Download/Sale Start	12/12/2024 at 04.00 p.m.
Seek Clarification Start	12/12/2024 at 04.00 p.m.
Seek Clarification End	14/12/2024 at 04.00 p.m.
Pre Bid Meeting	20/12/2024 at 12.00 noon
Bid Submission Start	12/12/2024 at 04.00 p.m.
Last date and time for submission of Tender Offers	02/01/2025 at 04.00 p.m.
Date and Time of Opening of Tender Offers	04/01/2025 at 12.00 noon
The 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).
Address for communication	The Registrar (Finance & Budget), Bombay High Court, Appellate Side, Mumbai.
Contact Telephone no. and email address	022-22672031 022-22673568 Ext No. 1364 'fnbcs-bhc@nic.in'

Section III:- Scope of Work

The Bombay High Court, Appellate Side, Registry intends to empanel vendors for the supply of Computer Papers for the use of the Bombay High Court, Appellate Side and Original Side Registry for the Financial Year 2025-26. The Particulars of the requirements of the Computer Papers are enclosed at **Annexure-III**.

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 empanellment – **One year** from the date of empanellment
 - 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 the 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 evidence/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 the same rate, terms and conditions as may be decided by the Competent Authority, after a review of performance.
6. After the 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 Security Deposit and other consequential actions without giving any prior notice.
7. Placement of an order, shall be subject to the satisfaction of the High Court about the quality of the computer papers offered by the Lowest Tenderer and if the High Court is not satisfied with the product being offered by the Lowest Tenderer, the High Court 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 the submission of the 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. If at any time during the period of the contract, the prices of the tendered item are reduced or brought down by any law, the Tenderer/Seller shall be bound to inform the Purchasing authority immediately about such reduction in the contracted prices, in case supplier fails to notify or fails to agree for such reduction of rate, the Purchasing Authority will revise the rates on the lower side.
9. The Bidder must quote prices for all items mentioned in **Annexure III** and **BoQ** and if not quoted, the bid shall be summarily rejected.
10. It shall be the responsibility of the successful tenderer to deliver the computer paper within 2 days or within such time as may be prescribed from the date of order received by the Tenderer.
11. All the rates quoted by the Tenderer should be **excluding of Taxes** and payment of such taxes or like charges shall be the responsibility of the bidder.
12. The payment will be made to the successful bidder on a monthly basis as per the English Calendar within the reasonable time taken for passing the bill. However, it is provided that if there is a delay in making payment of the 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 arranging for the 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

- Security 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 the delivery of goods to the office of the Bombay High Court, Appellate Side and Original Side, Registry.
 16. No advance payment will be made under any circumstances.
 17. The Registrar General shall have the authority to select more than one firm/supplier/dealer for award of a contract, based on the rates quoted by the tenderer for the supply of computer papers. This office further reserves the right to decide whether a firm/supplier/dealer should be selected for the supply of some or all items listed in the tender.
 18. The successful bidder should not assign or sublet the empanellment or any part of it to any other third person/agency in any form. If the successful bidder is found doing so, shall result in termination of empanellment and forfeiture of Earnest Money Deposit/Security Deposit.
 19. The Earnest Money Deposit/Security Deposit will stand forfeited if the successful bidder withdraws or on notifying the rates, refuses to accept the tender or violates any other terms and conditions of the tender.
 20. The bidder should have a **minimum turnover of Rs. 10 lakhs** (every years during the last 3 financial years).
 21. **The bidder must have its Office/Workshop within the jurisdiction of the Municipal Corporation of Greater Mumbai (MCGM) and should submit a copy of a valid Shop and Establishment License/Certificate issued by MCGM.**
 22. The bidder should not be a party in any legal proceedings before the Hon'ble Bombay High Court.
 23. The preference of the bidder will be given to the nearby dealers who will give quick delivery of articles of the tender item 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. 4,200/- (Rupees Four Thousand Two Hundred only)** by online mode.

4.3 Timely Submission:-

1. The tender bid must contain the name, office address and telephone/mobile number(s) of the person(s) who are authorised to submit the bid with their signatures. A certificate from the bidder's HR/Legal Department must be enclosed with the bid certifying that the person(s) who signed the bid is an authorised person on behalf of the Company.
2. The High Court of Bombay may, at its discretion, extend the deadline for the 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 demonstrated to the interested bidders for examination during the pre-bid meeting. The successful bidder shall have to supply similar computer paper throughout the period of empanellment unless otherwise informed in writing to the successful bidder.
2. The prospective Bidders shall submit their Pre-Bid queries **relating to the Tender document** only by sending an email to fnbcs-bhc@nic.in having the subject line as **“Pre-bid queries for Supply of computer papers”**, at least **two days** before the date of Pre-Bid Meeting or calling **Telephone No. 22673568 Ext. 1368**.

3. The said pre-bid queries will be discussed in the Pre-bid Meeting and thereafter the Tendering Authority may, for any reason, whether on its own initiative or on the basis of queries/suggestions as received from the prospective Bidders or a clarification requested by a prospective Bidder, amend the 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 “<http://mahatenders.gov.in>” and “<http://bombayhighcourt.nic.in>”. The 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 the process of online bid submission or queries relating to the e-tendering system of the 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 uploaded by scan copy)
 - ii) BoQ (to be uploaded 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/BoQ of only those bidders, whose bids are found technically qualified, by the Evaluation Committee, will be opened on the later date as per the 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. The High Court reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Tendering Authority's action.

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

1. The interested parties are required to submit a refundable **Earnest Money Deposit** of Rs. 70,000/- (**Rupees Seventy Thousand Only**) by online mode.
2. As per the Government Resolution dated 01/12/2016 of Industry Energy & Labour Department, the Micro and Small, Medium Enterprises registered as manufacturers under the Micro, Small & Medium Enterprises Development Act 2006 (MSMED Act-2006) are exempted from paying Tender Fees 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 Security Deposit :-

1. The Successful Bidder shall deposit at least 3% of the amount of Contract value within 15 days in the form of a Demand Draft favoring Assistant Registrar for

Registrar General, High Court, Appellate Side, Bombay failing which the purchaser may cancel the contract.

2. The Micro and Small Enterprises registered with the National Small Industries Corporation (NSIC) and the Micro, Small and Medium Enterprises Development Institute have been exempted from depositing the Security amount for the purchase up to Rs. 25,000/- and if the purchase price is higher than Rupees Twenty Five Thousand then, they shall be required to keep the amount to the extent of 3% of the purchase price or Rs. 10,000/- (Rupees Ten Thousand) whichever is less, as security. However, for the goods having a price of more than Rupees Twenty Five Thousand, the first Twenty Five Thousand should not be taken into calculation.

4.9 PLACING OF LETTER OF AWARD :-

1. For procurement of goods, a Purchase Order will be placed on the successful bidder either in hard copy or in soft copy through e-mail.

2. Objection, if any, to the Letter of Award must be reported to the High Court by the Bidder within three (3) working days from the date of the Letter of Award for modifications, otherwise, it will be assumed that the bidder has accepted the Letter of Award in totality. This is applicable in the case of electronic publication/delivery of Letter of Award also. After receiving the Letter of Award, amendment if any, of the same Letter of Award is requested by the Bidder or done by the High Court, the Empanellment period will be calculated from the date of the amendment and not from the original Letter of Award date.

5.0 Contract Form:-

1. The successful bidder shall enter into a contract with the Tender Issuing Authority (**Annexure – IV**). 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.

5.1 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 in 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.

5.2 Negotiation Meeting :-

Where any negotiation in the price quoted by the bidder, the purchaser can call a negotiation meeting. The date, time and place of the meeting will be communicated to the concern bidders/contractors well in advance.

5.3 Legal Jurisdiction :-

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

Date:- 10th December, 2024

Sd/-
Registrar General,
High Court, Bombay.

Annexure – I

Undertaking

(on the letterhead)

Date:

To,
The Registrar General,
High Court,
Bombay

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

Respected Sir,

This is to notify that our Company/LLP/Partnership/Society/ Proprietorship M/s. **(Mention the Name)** intends to submit a tender in response to the tender for Empanellment 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 furnished by the bidder
1	Name of the Firm/Company/Dealer/Agency etc	
2	Complete address of the Firm/Company/Dealer/Agency and Telephone / Mobile no.	
3	Name and address & Telephone Number of the proprietor/authorised representative.	
4	Whether Earnest Money Deposit of Rs. 70,000/- enclosed in the prescribed form.	
5	Turnover Certificate issued by C.A. mentioning turnover of last three (3) Financial Years i.e. 2021-22, 2022-23 and 2023-24	
6	Copy of the last three financial years' Income Tax Returns (ITRs) i.e. F.Y. 2021-22, 2022-23 and 2023-24.	
7	Copies of the audited Balance Sheet, Profit & Loss Account for the last three financial years i.e. F.Y. 2021-22, 2022-23 and 2023-24 duly certified by a practicing Chartered Accountant.	
8	Copy of PAN Number	
9	Copy of GST Registration Number and GST returns for last 2 Quarters (i.e. quarter ending June, 2024 and September 2024)	
10	Information regarding past supplies to other Government Offices or Public Sector Undertakings (PSUs).	
11	Declaration letter for empanellment for the supply of computer paper and declaration that bidder has not been blacklisted/debarred by the Central/State Government, Corporation, or by any Public Sector Undertaking as per Annexure-I .	
12	Whether the bidder have its Office/Workshop within the jurisdiction of the Municipal Corporation of Greater Mumbai (MCGM)? (If yes, Please submit a valid copy of the Shop and Establishment License/Certificate issued by MCGM)	Yes/No
13	Whether the bidder is able to supply computer papers as per Annexure III throughout the period of empanellment?	Yes/No

Annexure – III

Proforma for Financial Cover

List of Computer Papers

Statement – 'A'

Sr. No	Particular	Rate Per 500 Papers (Excluding GST)
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 Four, 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 and item rates BoQ** 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. _____ (Rupees _____ only) as **Security 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 Id No. _____ dated _____ as well in the letter of Acceptance of Tender Offer and Empanellment Order No. _____ dated _____, which will hold good during the period from _____ to _____ of this Agreement.
2. The Agreement will hold good from the date of execution till _____ 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 Empanellment Order No. _____ dated _____ with M/s _____ (Tenderer) for supply of items at (quantity and description of material), at the cost mentioned at Annexure III and item rates BoQ.
4. The Tenderer Shall provide benefit of decrease in prices, if the 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 and determine and put to 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. 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 therein in conformity in all respects with the provisions of the Contract or replace the same within a period of one week from notifying of the defects at his own cost.

The Purchaser hereby covenants to pay the Tenderer in consideration of the provision of the supply of the item of the same quality and the remedying of defects therein or replacement of the same within a period of one week from notifying the defects at his/its own cost the Contract Price or such other sum as may become payable under the provision of the Contract at the time and in the manner prescribed by the Contract.

If subject to circumstances beyond control (Force Majeure), the Tenderer fails to deliver the tender item 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 is 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 an 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.

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.

Tenderer

Purchaser
On behalf of the High Court Bombay

Place: Mumbai.

Date: __/__/2024

Witness: 1)
2)