

**HIGH COURT OF JUDICATURE AT BOMBAY**  
**BENCH AT AURANGABAD**

**TENDER NO. N/CASH/3501/2025**

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

Tenders are invited from the **Authorized Dealers/Registered Suppliers/Distributors for empanelment of the Companies/Firms to supply of Original Printer Toners/Cartridges** for the use of Bombay High Court, Bench at Aurangabad for the period of One Year. The Authorized Dealers/Registered Suppliers/Distributors and intending, resourceful, bona-fide Indian Citizens as individuals, 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 High Court of Bombay Bench at Aurangabad for the Period of One Year. The contract may be extended further, if necessary, based on satisfactory performance. Interested parties may submit their Tender Offer **on or before 18/03/2025 at 3.00 p.m.** on the 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:- 03/03/2025

Sd/-  
Registrar (Administration)  
High Court of Bombay  
Bench at Aurangabad.

## TENDER DOCUMENT

TENDER NO. N/CASH/3501/2025

### 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 an Authorized Dealer, the Manufacturer's authorization letter should be submitted along with the Tender Offer.   | Manufacturer's Authorization letter<br><b>(Annexure-I)</b>   |
| 2       | The bidders/suppliers/distributors turnover in respective field in India should at least average Rs.50 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 2021-22 2022-23 and 2023-24 duly Certified by a practicing Chartered Accountant. | CA Certificate, Audited Balance Sheet, and Profit and Loss Account of the F.Y 2021-22<br>F.Y 2022-23<br>F.Y. 2023-24 |
| 3       | A copy of the GST Number as well as the PAN number of the firm/Individual.   | GST No.<br><br>PAN No.   |
| 4       | Scan Copies of the GST Returns of the <b>last two quarters.</b>  | Enclose scan copy of the GST Returns.  |
| 5       | The bidders/suppliers/distributors must have supplied in the 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<br><b>(Annexure-II)</b>   |

## **Section II:- Schedule**

|  |   |
|--|---|
| <b>Tender Reference</b>                            | <b>TENDER No. N/CASH/<br/>3501/2025</b>   |
| Date of Publication                                | 04/03/2025 at 10.00 a.m.  |
| Document Download/Sale Start                       | 04/03/2025 at 10.00 a.m.  |
| Bid Submission Start                               | 04/03/2025 at 10.00 a.m.  |
| Last date and time for submission of Tender Offers | 18 /03/ 2025 at 3.00 p.m.   |
| Time and Date of Opening of Tender Offers          | 19 /03/ 2025 at 3.05 p.m. (if possible)   |
| Tender should be addressed to -                    | The Registrar Administration, High Court of Bombay Bench at Aurangabad.   |
| Address for communication                          | The Registrar (Administration), Bombay High Court, Bench at Aurangabad, Jalna Road, N-3, Cidco , Chhatrapati Sambhajinagar. |
| Contact Telephone no. and email address            | 0240 -2993303 Ext No. 223/251<br>hcaur.mah@nic.in   |

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

The Bombay High Court, Bench at Aurangabad intends to empanel reputed vendors for purchase of Original Printer Toners/Cartridges for the use of the Bombay High Court, Bench at Aurangabad for the period of one year from the date of its empanelment.

## **Section IV :- Instructions**

### **4.1 General:-**

1. Validity of the 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 the 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, Bench at Aurangabad. The Registry 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 the same rates, 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 Original Printer Toners/Cartridges to the satisfaction of the Registrar (Administration), High Court of Bombay, Bench at Aurangabad 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 Registry about the quality of the Original Printer Toners/Cartridges offered by the lowest Tenderer and if the Registry is not satisfied with the product being

offered by the lowest Tenderer, the High Court of Bombay, Bench at Aurangabad 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 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 the 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 shall quote for all items at Annexure -V subject to the condition that the bidder must possess the authorization of OEM against items.
10. It shall be the responsibility of the successful tenderer to deliver the original printer toners/cartridges within 3 days from the date of receiving the order. In case of urgency, the delivery shall be made on the same day. A penalty of Rs. 1,000/- per day will be imposed if the toners are not delivered within the stipulated time, and such amount will be deducted from the payment of the bill.
11. All the rates quoted by the Tenderer should be **excluding Taxes** and payment of such taxes or like charge shall be the responsibility of the bidder.
12. The Tenderer shall provide the benefit of a 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 made to the successful bidder after satisfactory execution of purchase order within the reasonable time taken for passing the bill from treasury subject to the availability of budget. However, it is provided that if there is a delay in making payment of the bill, then the High Court of Bombay, Bench at Aurangabad, 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 arranging the 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 Security Deposit and payment, if any, shall also be forfeited. In that event, 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 the delivery of goods to the office of the Registrar (Administration), High Court of Bombay, Bench at Aurangabad.
17. No advance payment will be made under any circumstances.
18. The Registrar (Administration) shall have the authority to select more than one firm/party for the award of a 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 the 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/Security Deposit.

20. 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 violate any other terms and conditions of the tender.
21. **The bidder should have a minimum average turnover of Rs. 50 lakhs during the last three financial years, and proof of the same (C.A. Certificate) should be provided with the tender**
22. The bidder should not be a party in any legal proceedings before the Hon'ble Bombay High Court and its Benches.
23. The preference of the bidder will be given to the nearby dealers who will give quick delivery of articles and prompt services.
24. The Registrar, High Court of Judicature at Bombay, Bench at Aurangabad reserves the right to terminate the contract at any time without assigning reasons thereof.
25. The successful bidder will have to provide free of cost replacement against the supply of poor quality/faulty original toner/cartridges supplied within a period of three days from notifying the defects at his own cost.
26. The quantity required toners during the contract period mentioned at Annexure-IV may increase or decrease, depending on the actual consumption of toners during the contract period. In case of an increase, additional order will be placed with the empanelled agency after the obtaining necessary approval from the State Government.

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

The bidder needs to submit a non-refundable Tender fee of **Rs. 17,000/- (Rs. Seventeen Thousand Only)** by online mode.

#### **4.3 Timely Submission:-**

1. The tender bid must contain the **name, office and after office address and telephone/mobile number(s) of the person(s) who are authorized 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 authorized person on behalf of the Company.
2. The High Court of Bombay, Bench at Aurangabad 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 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 the 24x7 Help desk.

#### **4.5 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-V**
  - i) Statement - 'A' (to be uploaded by **scan copy**)
  - ii) BoQ (to be uploaded online)
2. The Technical cover as per **Annexure-III** will be opened as per the Schedule mentioned in the Tender Document and the Financial Covers (**as per Annexure-V**) 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 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 of Bombay, Bench at Aurangabad reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to the award of the Contract, cancel the tendering process at any stage 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.

#### **4.6 Bid Security - Earnest Money Deposit (EMD) :-**

1. The interested parties are required to submit a refundable **Earnest Money Deposit of Rs.1,70,000/- (Rupees One Lakh Seventy 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 the Micro, Small & Medium Enterprises Development Act, 2006 (MSMED Act-2006) are exempted from paying Tender fees and Earnest Money Deposit (EMD). The 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** or **NSIC** such Tenders shall be rejected straightway.
4. The Earnest Money Deposit will be returned as per the procedure of e-tender.

#### **4.7 Security Deposit :-**

1. The successful Bidder shall at his own cost submit an unconditional and irrevocable Performance Bank Guarantee of Rs.250000/-, with the Tender Issuing Authority, within fifteen (15) working days from the receipt of work order, as per the prescribed format given at **Annexure VII**

#### **4.8 Award Criteria :-**

1. Contract will be awarded to the bidder whose Commercial Offer is determined to be L1, the lowest evaluated valid offer for a particular item or all items.

2. The High Court has the right to choose any subset of the Tendered items for placement of supply orders.

#### **4.9 Placing of Letter of Award:-**

1. The High court has the right to choose any subset of the Tendered items for placement of supply orders.
2. For procurement of goods, Purchase Order will be placed on the successful bidder either in hard copy or in soft copy through e-mail.
3. Objection, if any, to the Letter of Award must be reported to the High Court of Bombay, Bench at Aurangabad, 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 of totality. This is applicable in 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 of Bombay, Bench at Aurangabad, Empanelment period will be calculated from the date of amendment and not from the original Letter of Award date.

#### **4.10 Contract Form:-**

1. The successful Bidder shall enter into a contract with the Tender Issuing Authority (Annexure- VI ), 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 sufficient ground for the annulment of the award, in that event, the Tender Issuing Authority may make the award to the next best value bidder or all for new bids.

**5.0 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 Senior most Judge at this Bench. The arbitration shall be at Chhatrapati Sambhajnagar 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.

**5.1 Negotiation Meeting:-**

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

**5.2 Legal Jurisdiction:-**

All Legal disputes are subject to the jurisdiction of Aurangabad Courts in Maharashtra State only, preceded by Arbitration.

Date:- 03/ 0 3 / 2 0 2 5 .

Sd/-  
Registrar [Administration]  
High Court of Bombay  
Bench at Aurangabad.

**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 the 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 fulfill 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 letterhead 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 (Administration)  
High Court of Bombay,  
Bench at Aurangabad.  
Chhatrapati Sambhajanagar.

**Subject:- Declaration letter for Empanelment for the 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 the 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 Authorized Person

Name:

Designation:

**Annexure - III****Proforma for Technical Cover:-**

| 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/authorized representative.   |                           |
| 4  | Whether Earnest Money Deposit of <b>Rs.1,70,000/-</b> enclosed in the prescribed form  |                           |
| 5  | Turnover Certificate issued by CA mentioning turnover of last three (3) Financial Year i.e. 2021-22, 2022-23,& 2023-24 averagely more than 50 Lakh.  |                           |
| 6  | Copy of the last three financial years Income Tax Returns (ITRs) i.e. 2021-22, 2022-23, and 2023-24.   |                           |
| 7  | Copy of the latest valid authorization Certificate issued by the manufacturers/company of the toner/cartridge shall be prescribed format as at <b>Annexure - I in respect of Items listed at Annexure -V</b>   |                           |
| 8  | Copies of the Balance Sheet, Profit & Loss Account for the last three financial years i.e. 2021-22, 2022-23, and 2023-24, duly certified by a practicing Chartered Accountant.   |                           |
| 9  | Copy of PAN Number.  |                           |
| 10   | Copy of GST Registration No and GST returns for last 2 quarters.   |                           |
| 11   | Information regarding past supplies to other Government Offices or Public Sector Undertakings (PSUs).  |                           |
| 12   | Declaration letter for empanelment for the supply of original printer toners/cartridges and declaration that bidder has not been blacklisted/debarred by the Central / State Government department, Corporation, or by any public sector Undertaking as per <b>Annexure - II</b> |                           |
| 13   | Whether the bidder is able to supply original printer toners/ cartridges as per <b>Annexure-V</b> throughout the period of empanelment?  | Yes/No                    |
| <p><b>Date:-</b> _____ <b>Name/Signature and Seal of the Dealer/Supplier</b></p> |  |                           |

**LIST OF PRINTER AND NAME OF ORIGINAL TONER/CARTRIDGES WITH  
APPROXIMATELY QUANTITY  
ANNEXURE - IV**

| Sr. No | Name of Printers            | Name of Cartridges  | Approximate Quantity during contract period | Bidder/s compliance for ready to supply Original Printer Toner/Cartridges (Yes/No) |
|--------|-----------------------------|---|---|--|
| 1      | HP LaserJet Pro 4004dw      | HP 152A Black Original Laser Jet Toner Cartridges (Supplies Page Yield- 3050) | 240 Nos.                                    |  |
| 2      | HP LaserJet Pro MFP 4104fdw | HP 152A Black Original LaserJet Toner Cartridges (Supplies Page Yield-3050)   | 120 Nos.                                    |  |
| 3      | HP Laser Jet Pro 3004dw     | HP Laserjet Toner 146 A (Supplies Page Yield-1700)                            | 960 Nos.                                    |  |

**Note: The quantity mentioned above may increase or decrease, depending on the actual consumption of toners during the contract period.**

**Date:-**

Name/Signature and Seal

of the Dealer/Supplier

**PROFORMA FOR FINANCIAL COVER****ANNEXURE - V****Original Printer Toner/Cartridges****Statement 'A'**

| Sr. No. | Name of Toner/Cartridges  | Rate Per Piece (Excluding GST) |
|---------|---|--------------------------------|
| 1       | HP 152A Black Original Laser Jet Toner Cartridges (Supplies Page Yield- 3050) |                                |
| 2       | HP Laserjet Toner 146 A (Supplies Page Yield-1700)                            |                                |

**Date:-**Name/Signature and Seal  
of the Dealer/Supplier

**Annexure - VI****Contract Form**

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Twenty Four, between \_\_\_\_\_ (hereinafter called "Tenderer") of the **One Part** and the High Court, Bombay, Bench at Aurangabad (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 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 a 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 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 the supply of items at (quantity and description of material), at the cost mentioned in Annexure-IV and item rates BoQ.
4. The Tenderer shall provide the benefit of a 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 and 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 the 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. Notices in connection with the Contract may be given by the Purchaser (The Registrar (Administration), High Court of Bombay, Bench at Aurangabad, or any authorized Gazetted Officer of the High Court).

8. In consideration of the payments to be made by the Purchaser to the Tenderer as hereinafter mentioned, the Tenderer doth 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 Contractor.
9. 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.
10. 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 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 the 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 WHERE** of the said M/s. \_\_\_\_\_ (Tenderer) has set his hand hereto and Purchaser has on behalf of the High Court, Bombay, Bench at Aurangabad affixed his hand and seal thereto the day and year first above written.

Tenderer

Purchaser  
On behalf of the High Court of Bombay,  
Bench at Aurangabad.

Place: Chhatrapati Sambhajinagar.

Date :     /     /2025

Witness:     1)  
               2)

**Annexure - VII**  
**PERFORMANCE SECURITY FORM**

To,  
The Registrar (Admn.)  
High Court of Judicature at Bombay,  
Bench at Aurangabad.

WHEREAS \_\_\_\_\_ (Name of Contractor) has undertaken the Contract, as per Tender No. \_\_\_\_\_ dated, \_\_\_\_\_ to provide **Original Toners** (Description of goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Tenderer shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Tenderer a guarantee:-

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Tenderer, up to a total of Rs. \_\_\_\_\_ (amount of the guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limit of \_\_\_\_\_ as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Signature and  
Seal of Guarantors \_\_\_\_\_

Date :- \_\_\_\_\_

Address: \_\_\_\_\_