

BOMBAY HIGH COURT**TENDER NO. HIGH COURT/STATIONARY/2024/02****Tender Notice for “Supply of Original Printer Toners/Cartridges”**

Tenders are invited from the **Authorized Dealers/Registered Suppliers/Distributors for the supply of Original Printer Toners/Cartridges** for the use of Bombay High Court, Appellate Side, and Original Side Registry for the Financial Year 2024-25. The Authorized Dealers/Registered Suppliers/Distributors and intending, resourceful, bonafide 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 Bombay High Court, Appellate Side and Original Side Registry for the Financial Year 2024-25. The contract may be extended further, if necessary, based on satisfactory performance. Interested parties may submit their Tender Offer **on or before 20/02/2024 at 4.00 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: 05th February, 2024

Sd/-
Registrar General
High Court, Bombay

TENDER DOCUMENT**TENDER NO. HIGH COURT/STATIONARY/2024/02****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 (Annexure-I)
2	The bidders/suppliers/distributors turnover from sales of Original Printer Toners/Cartridges in India should at least 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 2020-21, 2021-22, and 2022-23 duly Certified by a practicing Chartered Accountant.	CA Certificate, Audited Balance Sheet, and Profit and Loss Account of the F.Y 2020-21 F.Y 2021-22 F.Y. 2022-23
3	A copy of the GST Number as well as the PAN number of the firm/Individual.	GST No. PAN No.
4	Scan Copies of the GST Returns of the last two quarters ending September – 2023 and ending December - 2023.	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 (Annexure-II)

Section II:- Schedule

Tender Reference	TENDER No. HIGH COURT/ STATIONARY-2024/02
Date of Publication	06/02/2024 at 5.00 p.m.
Document Download/Sale Start	06/02/2024 at 5.00 p.m.
Seek Clarification Start	06/02/2024 at 5.00 p.m.
Seek Clarification End	14/02/2024 at 3.00 p.m.
Pre-Bid Meeting	16/02/2024 at 3.00 p.m.
Bid Submission Start	06/02/2024 at 5.00 p.m.
Last date and time for submission of Tender Offers	20/02/2024 at 4.00 p.m.
Time and Date of Opening of Tender Offers	22/02/2024 at 12.00 p.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).
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, Registry intends to empanel reputed vendors for the purchase of Original Printer Toners/Cartridges for the use of the Bombay High Court, Appellate Side, and Original Side Registry for the Financial Year 2024-25.

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. 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 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 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 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, 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 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 must quote prices for all items mentioned in **Annexure-IV and BOQ** and in case any item is not quoted, the bid shall be summarily rejected.
10. It shall be the 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 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 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.
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 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 the 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 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 investible fund of **Rs. 10 lakhs**.
22. The bidder must have its Office/Workshop under the local limit of 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 the 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.
26. 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.

4.2 Cost of Bid document:-

The bidder needs to submit a non-refundable Tender fee of **Rs. 5,100/- (Rupees Five Thousand One Hundred Only)** by online mode.

4.3 Timely Submission:-

1. The 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 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 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 the 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 the 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 the Tender document and the terms and conditions contained therein should be addressed to the Registrar (Finance & Budget) by sending an email to 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 the e-tendering system of the Government of Maharashtra at <http://mahatenders.gov.in>, in general, may be available at the 24x7 Help desk.

4.6 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 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-IV**) 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 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, 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.85,000/- (Rupees Eighty Five 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** and **NSIC** such Tenders shall be rejected straightway.
4. The Earnest Money Deposit will be returned as per the 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 Rs. 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, the goods having a price of more than Rs. Twenty-Five Thousand, the first Twenty-Five Thousand should not be taken into calculation.

4.9 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 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 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.

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 Mumbai Courts only, preceded by Arbitration.

Date:- 05th February, 2024

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 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 General,
High Court of Bombay,
Mumbai.

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 Authorised 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 Rs.85,000/- enclosed in the prescribed form	
5	Copy of the last three financial years Income Tax Returns i.e. 2020-21, 2021-22, and 2022-23.	
6	Copy of the latest valid authorization Certificate issued by the manufacturers/company of the toner/cartridge as per Annexure – IV .	
7	Copies of the Balance Sheet, Profit & Loss Account for the last three financial years i.e. 2020-21, 2021-22, and 2022-23 duly certified by a practicing Chartered Accountant.	
8	Copy of PAN Number.	
9	Copy of GST Registration No and GST returns for last 2 quarters (i.e. ending September-2023 and December -2023)	
10	Information regarding past supplies to other Government Offices or Public Sector Undertakings (PSUs).	
11	Undertaking that bidder not blacklisted/debarred by the Central / State Government, Corporations, or Government Undertaking as per Annexure-II .	
12	Whether the bidder able to supply 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.	Name of Toner/Cartridges	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 Toner (Cyan)	
36.	Canon 054 Toner (Yellow)	
37.	Canon 054 Toner (Magenta)	

Sr. No.	Name of Toner/Cartridges	Rate Per Piece (Excluding GST)
38.	Canon 054 Toner (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 a yield of 5000 Pages) (LexMark)	
43.	MS310, MS410, MS510, MS610 Return Program Toner Cartridge (having a 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 201 L	
48.	Kyocera P-2040DW -TK -1168 MK-1158 Drum Cartridge	
49.	Kyocera P-2040DN -TK -1178 MK-1158 Drum Cartridge	
50.	Kyocera Digital Copier (M-2640 idw) TK-1178 DV1158	
51.	Kyocera TK-6309 Toner	
52.	Kyocera TK-439 Toner	
53.	WorkCentre 6515 DNI Toner 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 Bottle Ink Code-001	
60.	Epson L6190 Yellow Ink Bottle 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	
70.	Canon 071 (Canon MF272dw)	
71.	Canon 069 Black (Canon MF756cx)	
72.	Canon 069 Cyan (Canon MF756cx)	
73.	Canon 069 Magenta (Canon MF756cx)	
74.	Canon 069 Yellow (Canon MF756cx)	

Sr. No.	Name of Toner/Cartridges	Rate Per Piece (Excluding GST)
75	Canon 057 (Canon LBP 226dw)	
76	HP 152A Black (HP LaserJet Pro 4004dw having a yield of 3050 pages and HP LaserJet Pro MFP4104fdw having a yield of 3050 pages)	
77	HP W1030XC Black (HP LaserJet Pro 4004dw having a yield of 9700 pages, HP LaserJet Pro MFP4104fdw having a yield of 9700 pages)	
78	Epson T673 Black (Epson L1800)	
79	Epson T673 Cyan (Epson L1800)	
80	Epson T673 Magenta (Epson L1800)	
81	Epson T673 Yellow (Epson L1800)	
82	Epson T673 Light Cyan (Epson L1800)	
83	Epson T673 Light Magenta (Epson L1800)	
84	HP GT53 Black (HP Smart Tank 530)	
85	HP GT52 Cyan (HP Smart Tank 530)	
86	HP GT52 Magenta (HP Smart Tank 530)	
87	HP GT52 Yellow (HP Smart Tank 530)	
88	GT 52 Cyan Ink Bottle MOH54A	
89	GT 52 Magenta Ink Bottle MOH55A	
90	GT 52 Yellow Ink Bottle MOH56A	
91	GT 52 Black Ink Bottle 1VV21A	
92	CC530A (HP)	
93	CC531A (HP)	
94	CC532A (HP)	
95	CC533A (HP)	
96	057H (Canon)	

Name/Signature and Seal
of the Dealer/Supplier.

Annexure - V

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 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.85,000/- (Rupees Eighty Five Thousand only) as a security 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 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 General, High Court of Bombay, or any authorized Gazetted Officer of the High Court of Bombay).

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 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)