

**SUPREME COURT OF INDIA**  
**ADMN. MATERIAL (P&S)**

F. No.: Photocopier Purchase/2019  
**Dated : 03<sup>rd</sup> March, 2020**

**Last date for**  
**Submission of Tender: 24<sup>th</sup> March, 2020 up to 03:00 p.m.**

**NOTICE INVITING TENDER FOR SUPPLY AND INSTALLATION OF**  
**PHOTOCOPIER-CUM-PRINTERS (UNDER BUY-BACK SCHEME)**  
**ALONG WITH ONE-YEAR RESIDENT ENGINEER SUPPORT**

Sealed tenders are invited for supply and installation of 24 Photocopier-cum-Printers (UNDER BUY-BACK SCHEME of 24 Panasonic Photocopiers: DP-8016 PBR Black-and-White Photocopiers on "As is Where is Basis") along with one-year resident engineer support from reputed IT/Office Automation dealers/OEM companies based in Delhi & NCR as per Proformas enclosed herewith from **Annexure-'A' to 'E'**. As such the quantity of photocopier-cum-printers may vary at the time of placing the supply order.

Interested parties, if so desire, may contact Branch Officer, Admn. Material (P&S) telephonically or personally visit at Reception Counter No.42 for any clarification on any working day between 10.30 A.M. and 4.00 P.M. (except Saturdays & holidays) on Telephone No. 23111483.

**A. TENDER**

1. The tender should be sent in Three Sealed Envelopes superscribed with (a) "Earnest Money for Photocopier-cum-Printers", (b) "Technical Bid for Photocopier-cum-Printers" and (c) "Financial Bid for Photocopier-cum-Printers" by post sufficiently early so as to reach the Registry within date and time or may be delivered to the undersigned. If tender is sent through Special Messenger, an authority letter from the tenderer with proof of identity may also be given to the Messenger so that he/she could show the same along with his/her own identity proof to the Reception Officer at Reception Counter No.42 for issuance of entry pass.

2. The tenderers are expected to examine all the instructions, Proformas, terms & conditions and specifications in the tender documents. Failing to furnish all information required by the tender document in any respect will be at the tenderer's risk and may result in the rejection of the tender.

3. The tender must be received not later than the date & time specified for submitting the same. In case, the date of submitting the tender will be declared as holiday by the Govt. of India then next working day of the Registry will be treated as due date of Tender.

3a. A Pre-Bid Meeting shall be convened by Deputy Registrar (Scanning Cell) on 17<sup>th</sup> March 2020 at 03.00 pm to allow the interested vendors to visit the Registry and physically examine the buy-back Photocopiers.

### **B. TERMS AND CONDITIONS OF TENDER**

4. The tenderers are required to quote their lowest rate per unit for supply and installation of Photocopier-cum-Printers as well as consumables in **Annexure-'D'** enclosed herewith and the rates should be valid for a period of 60 days from the date of opening of Tenders. The tenderer shall not be entitled during the said period of 60 days to revoke or cancel its tender or to vary the tender or any terms thereof.

5. The tenderers are required to send their tender along with Demand Draft drawn in favour of "The Registrar (Admn), Supreme Court of India" towards **Earnest Money Deposit of Rs. 20,000/-** for supply and installation of Photocopier-cum-Printers (Name of the firm, telephone number and name of the item may be written on the reverse side of the Demand Draft). No interest will be payable on EMD. If EMD is exempted, Certificate / Registry empanelment letter has to be submitted along with the tender documents.

6. Earnest Money Deposit of tenderers would be returned by way of RTGS/NEFT or cheque after the contract has been finally awarded to the successful tenderer. A copy of cancelled cheque is required to facilitate refund of EMD amount.

7. Hypothetical or conditional Tender shall not be entertained. Tender once submitted shall not be allowed to be withdrawn or altered. If the tender is withdrawn or altered by the concerned party at any time after it is submitted, EMD submitted by tenderer may be confiscated and in future the tenderer may be debarred to participate in the tender process of the Supreme Court.

8. The Registry will deal with the tenderer directly and no middlemen/commission agents etc. should be asked by the tenderer to represent the cause and they will not be entertained by the Registry.
9. Over-writing/over-typing or erasing of the figures which render the tender doubtful or ambiguous are not allowed and shall render the tender invalid.
10. The Registry, in its discretion, reserves the right to reject or accept any or all tenders / buy-back option, partly or completely, at any time without assigning any reason thereof. A bidder who has offered buy-back rates will have to be ready to accept the contract without buyback option also. (The Panasonic Photocopiers are of model DP-8016 PBR Black-and-White Photocopiers purchased in 2009.)
11. Each tenderer has to certify that all the terms and conditions are acceptable to him.
12. Tenderers are required to fill the Technical Specifications Compliance Sheet as at **Annexure- 'C'**. Financial Bids of only the technically-qualified tenderers shall be opened.

#### **C. TERMS & CONDITIONS OF THE SUCCESSFUL TENDERER**

13. The successful tenderer shall have to deposit **Performance Security @ 5% of the total amount of the Purchase Order** by way of Bank Guarantee drawn in favour of "The Registrar (Admn), Supreme Court of India, New Delhi." The Bank Guarantee will be released after two months of successful completion of the warranty period or payment of the last bill, whichever occurs later.
14. The supply of the material as per the required specifications shall be required to be made within a week in the Registry (F.O.R. Destination) on receipt of the Purchase Order; in case supply is not made within the stipulated time and the Registry is forced to make short purchase to meet the emergent demand, the tenderer will be liable to make good the loss due to difference which the Registry may directly deduct from Bill/Security Deposit. Non-availability of raw material/items shall not be accepted as a ground for delay in supply and shall equally be penalised.
15. Supply and Installation of Photocopier-cum-Printers is to be made on bill basis. The payment is normally made after full supply is received and accepted as per specifications/requirement. Buy-back machines may be taken back only after satisfactory installation and functioning of the new machines.
16. Even after awarding the Supply Order, the Registry reserves the right to terminate the same at any time, if the services of the tenderer are not found satisfactory.

17. The tenderer shall give an undertaking (**as per Annexure 'B'**) that the firm/ Partners/ Director/ Proprietor has not been blacklisted and its business dealings with Central/State Government/Public Sector units/ Autonomous bodies have not been banned/ terminated on account of poor performance.

18. The successful tenderer will have to abide by the terms and conditions as may be fixed from time to time by the Registry.

19. The materials supplied will be inspected by an Inspection Committee of Senior Officers of the Registry and in case the supply is not found in conformity with the approved samples and any complaint is received about its quality and performance during the course of their use/utilization, the entire supply will have to be replaced with the good quality exactly commensurate with approved specifications at the cost of the tenderer. The decision of the Committee in this regard shall be final.

20. Complaints are to be required to be attended to on the same day even on Sunday/Holidays and before/after office hours also, as and when required. In case, any Photocopier-cum-Printers is required to be shifted at other location, no additional charges will be made to the tenderer. Rates quoted shall include cost of commuting, replacement of parts, shifting of Photocopier-cum-Printers etc. and no separate travelling charges shall be admissible.

21. The tenderer is required to depute one qualified Resident Engineer with at least 3 years experience who will report to Computer Cell from 9.30 A.M. to 6.30 P.M. on all working days. He should have complete knowledge of Photocopier-cum-Printers maintenance for attending the day-to-day complaints. The tenderer will also provide the services even at odd hours and on holidays if required or in case of emergency.

22. The payment pertaining to the Resident Engineer shall be paid on quarterly and retrospective basis after obtaining satisfactory functioning report from Computer Cell. No advance payment will be made by the Registry.

23. The tenderer shall comply with all relevant and existing Labour Legislation and Acts such as Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, Workmen's Compensation Act, Payment of Wages Act, Provident Fund, ESI Act etc. as applicable or framed by the Government of NCT of Delhi or Government of India, or any other Statutory Authority. For any breach or lapse on the part of tenderer in respect of non compliance of any labour legislation in force during the validity of the Contract, the tenderer would be fully responsible and would indemnify the Registry, in case the Registry is held liable for the lapse on the part of the tenderer. The tenderer must submit an Undertaking towards compliance of all Labour Laws (**Annexure-'E'**).

24. The names of the personnel deployed at the Supreme Court of India shall be intimated to the Registrar(Admn.), Supreme Court of India. The successful tenderer will be responsible for any mishap, theft, loss and misbehaviour happening because of the staff deployed by them.

25. In case defective Photocopier-cum-Printers cannot be repaired and made functional on the same day, a standby Photocopier-cum-Printers of similar specifications will be required to be provided immediately till the particular Photocopier-cum-Printers is set right.

26. The payment will be made only after full supply is received and accepted as per approved requirements.

#### **D. PENALTIES**

27. If delivery is not made in given time and the Registry is required to make purchase from outside at higher rates, the loss, if any, sustained by the Registry would be recovered from the tenderer.

28. Irrespective of the fact as to whether or not the Registry makes purchases from outside, the Registry may impose penalty up to **1% per week subject to maximum of 10%** of total cost of delayed articles, or of forfeiting the performance security if the delay in supply and/or after-sales services is due to wilful laches or negligence on the part of the tenderer irrespective of inconvenience caused to the Registry.

29. The Security Deposit shall stand forfeited in case of breach of any of the conditions mentioned herein or if the supply of the items is found unsatisfactory/not as per specifications.

#### **E. INVITATION OF TENDER**

Interested parties may send their Tenders in Three sealed envelopes superscribing (a) "Earnest Money for Photocopier-cum-Printers", (b) "Technical Bid for Photocopier-cum-Printers" and (c) "Financial Bid for Photocopier-cum-Printers" addressed by name to the undersigned so as to reach on or before 24<sup>th</sup> March 2020 up to 3:00 P.M. which will be opened on the same day at 3:30 P.M. in the Registry by a Committee of Officers in the presence of the tenderers or their authorized representatives who may wish to remain present there at that time. The tenders received after due date and/or time or without Earnest Money Deposit will not be entertained. In the first instance, envelopes containing Earnest Money may be opened and thereafter the envelopes containing Technical Bids **(Annexure-'C')** will be opened. The envelopes containing Financial Bids **(Annexure-'D')** will be opened at a later date and time to be communicated only to the tenderers who are found technically-qualified.

Sd/-

(B.L.N. Achary)

Additional Registrar (AM)

**Note: The Registry shall remain closed from 9<sup>th</sup> March 2020 to 14<sup>th</sup> March 2020 on account of Holi Holidays.**

**ANNEXURE-‘A’****Supreme Court of India  
Admn. Material (P & S)****NOTICE INVITING TENDER FOR SUPPLY AND INSTALLATION OF PHOTOCOPIER-CUM-  
PRINTERS****(Proforma to be filled by the Tenderer)**

1. Name of the Tenderer : \_\_\_\_\_  
with Delhi Address
2. Name of the Contact Person  
with Telephone/Mobile No./  
Fax No./E-Mail ID : \_\_\_\_\_
- 3 PAN No. : \_\_\_\_\_ (Attach Proof)
- 3A. GST Registration No. : \_\_\_\_\_ (Attach Proof)
4. Whether all the terms & conditions  
of NIT are acceptable : Yes/No : \_\_\_\_\_
5. Whether rates are inclusive/exclusive  
of GST.  
Please mention it clearly : \_\_\_\_\_
6. Discount, if any : \_\_\_\_\_
7. FOR: Supreme Court Registry : \_\_\_\_\_
8. Whether Undertaking of Non-blacklisting attached: \_\_\_\_\_
9. Whether empanelled with the Registry  
enclose proof with tender document: \_\_\_\_\_
10. Whether empanelled with NICSI: \_\_\_\_\_
11. Delivery Schedule : \_\_\_\_\_
12. Name & address of the Govt. Offices etc.  
of which the tenderer is  
having the contract (For Photocopier-cum-Printers)

with name of contact person and  
his telephone/mobile number: \_\_\_\_\_

13. Details of previous experience  
in the field & infrastructure of the Company: \_\_\_\_\_

14. Whether EMD is submitted or  
Certificate for its exemption is enclosed: \_\_\_\_\_

Dated:  
Place:

Signature  
(Name of firm with stamp)



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**UNDERTAKING**

I/We undertake that (name of the company) has not been blacklisted/banned by any Government Department/Public Sector undertaking/Autonomous Body.

Signature of the authorised  
signatory of the firm/company/  
organisation/Official Stamp/Seal.

Date:  
Place:

**Supreme Court of India  
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**NOTICE INVITING TENDER FOR SUPPLY AND INSTALLATION OF PHOTOCOPIER-CUM-  
PRINTERS**

**(TECHNICAL BID – Compliance Sheet)**

Sl. No	Technical Specifications	Compliance (Write 'Yes' or 'No')	Remarks (if any)
1	25 PPM		
2	1.5 GB RAM		
3	Duplex		
4	100 sheet Reversible ADF-Duplex		
5	1200x1200 print resolution		
6	1GHz processor		
7	10x100x1000 ethernet		
8	2x520 sheets input tray		
9	100 sheets Bypass		
10	Touch screen		
11	scan to e-mail		
12	save to Network-Folder		
13	save-to-USB drive		
14	send to sharepoint		
15	send to FTP		
16	send to SFTP		
17	send to LAN Fax		
18	send to Internet Fax		
19	Local Address Book		

20	SMTP over SSL		
21	upto 45 IPM scan speed		
22	with Drum, Developer, Toner (Make and Model)		
23	ADF tray shall be at-least 50 sheets		
24	Warm-up Time shall be less than 36 seconds		
25	First Copy-Out Time shall be 12 seconds or less		
26	Reduction/Enlargement shall be 25-400%		
27	Compatible Operating Systems:		
(a)	Windows		
(b)	Mac OS X		
(c)	macOS		
(d)	Linux		
(e)	UNIX		
(f)	Ubuntu		
28	Maximum Copy Size shall : Flatbed : 8.5x11.7"/ 21.6x29.7 cm & ADF: 8.5x14"/ 21.6x35.6 cm		
29	Preferable (Wifi Connectivity)		
30	one year Resident Engg. Support		

Signature  
(Name of firm with stamp)

Date:  
Place:



**ANNEXURE-'E'**

**Supreme Court of India  
Admn. Material (P & S)**

**NOTICE INVITING TENDER FOR SUPPLY AND INSTALLATION OF PHOTOCOPIER-CUM-  
PRINTERS**

(Proforma to be filled by the Tenderer)

**Statutory Undertaking**

I/We undertake that \_\_\_\_\_ (name of the company)  
comply with all the Labour Laws.

I/We further undertake that \_\_\_\_\_ (name of the  
company) comply with Minimum Wages Act, PF/ESI Act/Statutory obligations, etc.

Signature of the authorised  
signatory of the firm/company/  
organisation/Official Stamp/Seal.

Date:  
Place: