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

F.No. 3/Drum&Dev(RICOH)/2015/SCI(AM) Dated: 10th June, 2016

Last date of Tender: 30.06.2016

<u>NOTICE INVITING TENDER</u> <u>FOR</u> <u>AWARDING OF RATE CONTRACT FOR SUPPLY OF DRUM AND DEVELOPERS FOR</u> <u>RICOH PHOTOCOPIERS</u>

Sealed tenders are invited from RICOH INDIA LTD under Most Valued Customer **Program (MVC)** and their Delhi and NCR region based authorised dealers as per proforma enclosed herewith as Annexure 'A' for awarding of rate Contract for supply of Drum & Developers for the RICOH Photocopiers ((20 nos. of MP 2001 model, 1 no. of MP 3554 model and 08 nos. of MP 3053SP model) for use in the Registry as and when required for a period of two years.

Interested parties, may, if so desire, contact Branch Officer, Admn.Materials (P&S) telephonically or personally at Reception Counter No.37 for any clarification on any working day between 10.30 A.M. and 4.00 P.M. (except Saturdays & holidays) on Telephone No. 23388745, 23112257 & 23111403 & 23112235.

A. TENDER

1. The tender may be sent in sealed envelopes (a) "Financial bid for supply of Drum & Developers for the RICOH Photocopiers and, (b) Earnest Money for supply of Drum & Developers for the RICOH Photocopiers by post sufficiently early so as to reach the Registry or may be delivered to the R&I Branch of the Registry through the Reception Office of the Supreme Court of India. If tender is sent through Messenger, an authority letter from the tenderer with proof of identity may also be given to the Messenger so that he could show the same alongwith his own identity proof to the Reception Officer at Reception Counter No.37 for issuance of entry pass.

B. TERMS AND CONDITIONS OF TENDER

2. The tenderers are required to quote their lowest rate as per the enclosed Proforma mentioning percentage of VAT or discount etc.

2A. The tenderers are required to send their tender alongwith a Demand Draft of Rs.7,000/-(Rupees Seven Thousand only) drawn in favour of "The Registrar(Admn.), Supreme Court of India" as Earnest Money Deposit (Name of the firm, telephone number and name of the item may be written on the reverse side of the Demand Draft.

3 Earnest Money Deposit of unsuccessful bidders would be returned on written request after the contract has been finally awarded to the successful bidder.

4. 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 Tender once submitted shall not be allowed to be withdrawn or altered. If the tender is withdrawn or altered by the concerned party at any time after it is submitted, appropriate action may be taken.

5. The Registry will deal with the tenderer directly and no middleman/Commission agents etc. should be asked by the tenderer to represent the cause and they will not be entertained by the Registry.

6. Over-writing/over-typing or erasing of the figures which render it doubtful or ambiguous are not allowed and shall render the tender invalid.

7. The Registry, in its discretion, reserves the right to reject or accept any or all tenders, partly or completely, at any time without assigning any reason thereof.

8. Each tenderer has to certify that all the terms and conditions are acceptable to him.

C. TERMS AND CONDITIONS FOR SUCCESSFUL TENDERER

9. The successful tenderer shall have to deposit performance security of Rs.18,000/-(Rupees Eighteen Thousand only) within a week from the date of awarding of contract by way of Demand Draft drawn in favour of "The Registrar (Admn), Supreme Court of India, New Delhi." The performance security deposit will be refunded after two months from the date of successful delivery, and/ or payment of their bill and/or expiry of Warranty/Guarantee period, whichever is later.

10(a) The tenderer are required to quote their lowest rates which should be valid for at least two year.

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(b) The Tenderer should specifically state whether rates are inclusive of VAT (as applicable) if not, it will be deemed that rate is inclusive of Tax/VAT.

11 The rates should be valid for a period of 90 days from the opening of tenders.

12 The supply of genuine **Drum & Developers for the RICOH Photocopiers** shall be required to be made within the stipulated time on conveyance of Purchase Order and 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 pay the difference which the Registry may directly deduct from Bill/Security Deposit.

13 Execution of the work/supply is to be done very expeditiously but not later than three days, and in emergency the supply has to be given on the same day also.

14 Supply of **Drum & Developers for the RICOH Photocopiers** are to be made on bill basis. The payment is normally made after full supply is received and accepted as per specifications/requirement.

15 Even after awarding the said Contract, the Registry reserves the right to terminate the same at any time, if the services of the Contractor are not found satisfactory.

16 <u>The OEM Company may submit a bid either in its own name or through any of</u> <u>the authorised dealer, who has to provide services of supply and installation of</u> <u>materials to Supreme Court of India. The bid without confirmation of the original</u> <u>equipment manufacturing company regarding authorization to sell the product shall</u> <u>not be considered.</u>

17 The tender should accompany an undertaking of Authenticity as per proforma placed at **Annexure'B'**.

18 The successful tenderer will have to abide by the terms and conditions as may be fixed from time to time by the Registrar(Admn.), Supreme Court of India, New Delhi.

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19 The tenderer shall have to submit **the ink signed Authorisation Certificate from OEM to sell the RICOH Drum and Developer** in their own name/organisation.

20 The material 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 specifications 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 tenders. The decision of the Committee in this regard shall be final.

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

D. <u>PENALTIES</u>

22 If delivery is not made in given time and the Registry is required to make purchase from outside at higher rates, the loss sustained will be adjusted against Performance Security.

23 Irrespective of the fact as to whether or not the Registry makes purchases from outside, the Registry may impose penalty upto 1% per day of total cost of delayed articles, or of forfeiting the performance security if the delay is due to willful laches or negligence on the part of the tenderer irrespective it causes financial loss or inconvenience to the Registry.

24 The Security Deposit shall stand forfeited in case of breach of any of the conditions mentioned herein and if the supply of the item is found unsatisfactory/not as per specifications

E. INVITATION OF TENDER

Interested parties may send their lowest sealed tender in two sealed envelopes containing (i) "Earnest Money (ii) "Tender document superscribing (a) Earnest Money for supply of RICOH Drum & Developer and (b) Tender documents for supply of RICOH Drum & Developer addressed by name to Mr. Basudev Sharma, Addl. Registrar(AM), or may be handed over personally to Registry's Reception Counter No. 37 near P.R.O. Office on or before 30.06.2016_at 3:00 P.M. which will be opended at 3:30 P.M. on the same date by a committee of the Officers constituted for the purpose before the Tenderers or their authorized representatives who may wish to remain present. The tenders received after due date and/or time and/or without Earnest Money, will not be entertained. In the first instance envelopes containing Earnest Money will be opened, and thereafter envelopes containing tender documents will be opened.

(BASU DEV SHARMA) ADDITIONAL REGISTRAR(AM)

Encls : Annexure 'A' & 'B'

ANNEXURE 'A'

Supreme Court of India Admn. Materials (P&S)

NOTICE INVITING TENDER

<u>FOR</u>

AWARDING OF RATE CONTRACT FOR SUPPLY OF DRUM & DEVELOPERS for the RICOH PHOTOCOPIER FOR USE IN THE REGISTRY

(Proforma to be filled by the Tenderer with Reference to Notice Inviting Tender dated May 2015 for Supply of **Drum & Developers for the RICOH Photocopiers**)

- 1 Name of the Tenderer with Address:
- Name of the Contact person with Telephone /Mobile No.
 FAX No.
 E-mail
- 3. Traders Identification Number:

4 Details/rates regarding **RICOH Photocopiers model for which Drum & Developers being required** :

S. No	Description RICOH Photocopiers Model	Rate of Drum & Developers for the RICOH Photocopiers Rs.	Percentage of VAT	No. of Pages to be printed in each set
1	Drum (MP 2001 Model)			
2	Developer (MP 2001 Model)			
3	Drum (MP 3554 Model)			
4	Developer (MP 3554 Model)			
5	Drum (MP 3053 Model)			
6	Developer (MP 3053 Model)			

5	F.O.R. Supreme Court Godown :
6	Delivery Schedule :
7	Whether rates are inclusive of VAT (as applicable). Please mention it clearly .
8	Whether Certificate of RICOH Authorisation is enclosed with tender document :
9	Name & address of the Govt. Offices etc. of which the tenderer(s) is having the contract with name of contact person and his telephone/ mobile number :
10	Details of previous experience in the field & infrastructure of the Company :
11	Details of annual turnover :
12	Whether all the terms & conditions of the N.I.T are agreeable :
13	Whether No dues certificate from Department of Trade & Taxes and copies of the returns submitted to the Department is enclosed :

Dated:

Signature with stamp

ANNEXURE 'B'

Sub : Undertaking of Authenticity for Drum & Developers of RICOH Photocopiers suppliers

Sub: Supply of HP Toners/Cartridges

With reference to being supplied/quoted to you vide our invoice no./quotation no./order no. Cited above, ___We hereby undertake that all the components/parts/assembly used in the product shall be original new components/parts/assembly only and manufactured at the same period from manufacturing company and that no refurbished/duplicate/second hand components/parts/ assembly/ software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorised license certificate and also that it shall be sourced from the authorised source.

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for thealready billed, we agree to take back the without demur, if already supplied and return the money if any paid to us by you in this regard, and/or performance security, if any produced, forfeited.

We also take full responsibility of both components/Parts & Mother body as per the content even if there is any defect by our authorised Service Centre/Reseller/SI etc.

Authorised Signatory

Name :

Designation :