#### **SUPREME COURT OF INDIA**

Tilak Marg, New Delhi – 110001 ADMN. MATERIALS

F.No. 2/HP & RICOH Cartridge/2021/SCI(AM)
Dated: 23.08.2021

Last date for submission of Tender: 14.09.2021 upto 03:00PM at Counter No. 17 (R&I)

For any query please contact at Counter no. 41

# NOTICE INVITING TENDER FOR AWARDING OF RATE CONTRACT FOR SUPPLY OF HP and RICOH TONERS/CARTRIDGES TO THE REGISTRY

Sealed tenders are invited only from the OEM Companies of HP and RICOH 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 the following HP Toners/Cartridges for HP Laserjet/Multifunction Printers and Ricoh Toners/Cartridges for Ricoh printers used in the Registry as and when required during the period of two years.

#### **HP TONERS/CARTRIDGES:-**

S. No.	Description – HP Toners/Cartridge No.	To be used in HP Printer Model No.	Approximate Requirement (Per annum) in Nos.
1	HP CE255A	HP Laserjet Pro MFP M521DN	150
2	HP CF287A	HP Laserjet Enterprise M 506DN	300
3	HP CE278AC	HP Laserjet Printer Pro P 1566	250
4	HP 932XL (Black)	HP Officejet 7110 Wide Format- Printer (Wireless Printer)	20
5	HP 933XL (Cyan)	HP Officejet 7110 Wide Format- Printer (Wireless Printer)	20

6	HP 933XL (Yellow)	HP Officejet 7110 Wide Format- Printer (Wireless Printer)	20
7	HP 933XL (Magenta)	HP Officejet 7110 Wide Format- Printer (Wireless Printer)	20
8	HP CB540A (Black)	HP Colour Printer model CP 1215	As per requirement
9	HP CB541A (Cyan)	HP Colour Printer model CP 1215	As per requirement
10	HP CB542A (Yellow)	HP Colour Printer model CP 1215	As per requirement
11	HP CB543A (Magenta)	HP Colour Printer model CP 1215	As per requirement
12	HP CF214A	HP Laserjet Enterprise 700M 712DN	As per requirement
13	HP CF277A	HP LaserJet Pro MFP M429fdw	As per requirement

# **RICOH TONER/CARTRIDGES:-**

S. No.	Description – RICOH Consumable	To be used in RICOH Printer Model No.	Approximate Requirement (Per annum) in Nos.		
1	Cartridge SP C430A (black)	RICOH SP C431DN (Color laser printer)	15		
2	Cartridge SP C430A (Yellow)	-do-	15		
3	Cartridge SP C430A (Cyan)	-do-	15		
4	Cartridge SP C430A (Magenta)	-do-	15		
5	Black Drum Unit SP C430	-do-	As per requirement		
6	Color Drum Unit SP C430	-do-	As per requirement		
7	Drum for printer SP 3600 DN	SP 3600 DN	40		

The approximate quantity mentioned herein above in the tables may vary at the time of placing the actual order. Interested parties, if they so desire, may contact Branch Officer, Admn. Materials (Maintenance) at Telephone No. 011-23115864 or personally visit at Registry's Reception Counter No. 41 near PRO Office for any clarification on any working day between 10:30 A.M. and 4:00. P.M. (except Saturdays, Sundays and Holidays).

#### A. TENDER

- 1. The tenderer is required to quote its lowest rates as per **Annexure-'A'** enclosed herewith. Tenders once submitted will not be allowed to be withdrawn till finalization of the matter.
- 2. The tender may be sent in **two separate sealed envelopes** superscribing **(a) Bid Security Declaration Form** for supply of HP and Ricoh Toners/Cartridges and **(b) Financial Bid / Tender document** for supply of HP and RICOH Toners/Cartridges on the cover of each envelope respectively, by post sufficiently early so as to reach the Registry within stipulated date and time i.e. 14.09.2021 upto 03:00 PM or may be delivered at the Counter No. 17 (R&I).
- 3. The tenderers are expected to go through all the instructions, terms & conditions and specifications thoroughly, as mentioned in the tender documents. Failing to furnish all information required as per the tender document in any respect will be at the tenderer's risk and may result in rejection of the tender.
- 4. The tender must be received not later than the date & time specified for submitting the same. In case, the date of submitting the tender is declared as holiday, then the next working day of the Registry will be treated as due date for submission of the Tender.

#### B. TERMS AND CONDITIONS OF TENDER

- 5. The rates should be valid for a minimum period of 90 days from the date of opening of tenders. The tenderer shall not be entitled during the said period of 90 days to revoke or cancel its tender or to vary the tender or any terms thereof.
- 6. The tenderers are required to send their tender along with **Bid Security Declaration**Form on their companies' letter head as per 'Annexure C' in lieu of Earnet Money Deposit.
- 7. Hypothetical / Conditional tenders 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, the tenderer may be debarred to participate in the tender process of the Supreme Court of India.
- 8. The Registry will deal with the tenderer directly and no middle-men / agent, commission agents etc. should be asked by the tenderer to represent their cause and they shall not be entertained by the Registry. The tender form is not transferable and agency shall not be permitted to transfer their rights and obligations to any other person/ organization or otherwise.
- 9. Tenderers are required to quote the rates only with respective brand of the items mentioned in the **Annexure-'A'** Tenders for any other brand of items shall not be considered at all. No claim in this regard shall be entertained by the Registry and the decision of the Registry shall be final.
- 10. The tenderer shall quote rates both in figures and in words with blue/black ball pen. In case of any discrepancy, the figures mentioned in words will be considered.

- 11. The Registry, in its discretion, reserves the right to reject or accept any or all the tenders, wholly or partly, without assigning any reason thereof.
- 12. Over-writing, over-typing or erasing of the figures which render it doubtful or ambiguous are not allowed and shall render the tender invalid.
- 13. All the pages of tender quotation including the documents submitted therein must be duly signed and stamped failing which the offer shall be liable for rejection.
- 14. The Registry is not bound to accept the rates submitted by the lowest tenderer or any other tenderer nor does it undertake to assign any reasons for its decision in this matter.
- 15. 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 the account of poor performance.
- 16. The Performance Security deposit shall stand forfeited in case of breach of any of the conditions mentioned herein and if the supply is found unsatisfactory.
- 17. Each tenderer has to certify that all the terms and conditions are acceptable to him/her.
- 18. The tenderer should specifically state whether rates are inclusive of GST (as applicable) and if it is not, it will be deemed that rates are inclusive of GST.

#### C. TERMS AND CONDITIONS FOR SUCCESSFUL TENDERER

- 19. The successful tenderer shall have to deposit performance security of Rs. 5,00,000/(Rupees five lakhs only) for supply of HP Toners/Cartridges and Rs. 30,000/(Rupees thirty thousand only) for supply of RICOH Toners/Cartridges by way of
  Bank Guarantee drawn in favour of "The (Admn), Supreme Court of India, within one
  week from the receipt of contract order. The Bank Guarantee / Demand Draft will be
  released after 60 days from the date of final bill payment and after satisfactory supply
  of the items.
- 20. The material supplied will be inspected by an Inspection Committee comprising of Senior Officers of the Registry and in case the final supply is not found in conformity with the approved specifications/ samples, the same will be liable to be rejected and entire supply will have to be replaced with the quality exactly commensurate with the approved specifications/samples at the cost of the tenderer. The decision of the Committee in this regard shall be final.
- 21. The time is the essence of the tender. The supply of the item as per the required specifications shall be required to be made immediately in the Registry (F.O.R.Destination) on receipt of Purchase Order; otherwise the Security Deposit may be forfeited along with any other action as may be deemed appropriate by the Registry. Non-availability of material shall not be accepted as a ground for delay in supply and shall equally be penalised.
- 22. The payment will be made only after full supply is received and accepted as per approved specifications. No part payment or advance payment will be made.
- 23. The successful tenderer will have to abide by the terms and conditions as may be fixed from time to time by the Registry.

- 24. The successful tenderer is required to quote their lowest rates which should be valid for a period of two years from the date of awarding Contract.
- 25. Execution of the supply is to be done very expeditiously but not later than three days, and in emergency the supply has to be executed on the same day itself.
- 26. The supply of genuine HP and/or RICOH Toners/Cartridges 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 make good the loss due to difference which the Registry may directly deduct from Bill/Security Deposit.
- 27. Supply of HP and/or RICOH Toners/Cartridges are to be made on bill basis. The payment is normally made after full supply is received and accepted as per specifications / requirement.
- 28. Even after awarding the rate Contract, the Registry reserves the right to terminate the same at any time, if the services of the tenderer are not found satisfactory.
- 29. The OEM Company may submit a bid either in its own name or through any of the authorised dealer, who has to provide services of supply of materials to Supreme Court of India. The bid without confirmation of the original equipment manufacturing company regarding authorization to sell the product shall not be considered.
- 30. The tenderer shall have to submit the ink signed **Authorisation Certificates** from **OEM Companies** to sell **HP and/or RICOH t**oners/Cartridges in their own name/organisation with the date of validity of the Authorisation.

#### D. PENALTIES

- 31. If delivery is not made within the specified date and time and the Registry is required to make purchase from other dealer(s) and the tenderer will be liable to make good the loss in case of higher payments as compared to approved rates the difference will be deducted from the performance security deposited by the tenderer. The Registry reserves the right to recover loss upto the amount of Performance Security in case the quality is low or in case of deficiency of service.
- 32. Irrespective of the fact as to whether or not the Registry makes purchases from outside, the Registry may impose penalty upto 1% **per week subject to maximum penalty of 10%** of total cost of delayed articles, or of forfeiting the performance security if the delay is due to wilful laches or negligence on the part of the tenderer irrespective of inconvenience caused to the Registry.
- 33. The Performance Security deposit shall stand forfeited in case of breach of any of the conditions mentioned herein and if the supply of the items is found unsatisfactory.

#### E. <u>INVITATION OF TENDER</u>

Interested parties may send their lowest sealed tenders in two separate sealed envelopes containing (i) Bid Security Declaration Form for supply of HP and RICOH Toners/Cartridges and, (ii) Financial Bid / Tender document for supply of HP and RICOH Toners/Cartridges on the cover of respective envelopes addressed by name to the undersigned by post or may be handed over personally to Registry's Reception Counter No. 17 (R&I) on or before 14.09.2021 upto 3.00 P.M. which will be opened at 3.30 P.M. on the same day by a Committee of Officers constituted for the purpose before the tenderers or their authorised representatives who may wish to remain present.

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The tenders received after due date and/or time and/or without Bid Declaration Form

will not be entertained. In the first instance, envelopes containing Bid Declaration Form will

be opened, thereafter, the envelopes containing Financial Bid / Tender document will be

opened.

Sd/-

(Anil Kumar Sharma) Additional Registrar (AM)

**Encls.**: Annexures A, B and C

# **SUPREME COURT OF INDIA**

Tilak Marg, New Delhi – 110001

ADMN. MATERIALS

# NOTICE INVITING TENDER FOR AWARDING OF RATE CONTRACT FOR SUPPLY OF HP and RICOH TONERS/CARTRIDGES TO THE REGISTRY

(Proforma to be filled by the Tenderer with Reference to Notice Inviting Tender dated 23.08.2021 for Supply of HP and RICOH Toners/Cartridges)

1.	Name of the Tenderer with Address :				
2.	Name of the Contact person with Telephone / Mobile No. /FAX No. and E-mail ID	:			
3.	GST Registration Number (Copy to be attached)	:			
4.	PAN Number. (Copy to be attached)	:			
5.	Quoting for supply of HP and/or RICOH toner/cartridges:				
6.	(A) Details/rates regarding HP Toners/Cartridges.				
HP TO	ONERS/CARTRIDGES:-				
S. No.	Description – HP Toners/Cartridge No.	Rate (per unit) (excluding GST) Rs.	Percentage of GST	No. of Pages to be Printed	
1	HP CE255A				
2	HP CF287A				
3	HP CE278AC				

4	HP 932XL (Black)		
5	HP 933XL (Cyan)		
6	HP 933XL (Yellow)		
7	HP 933XL (Magenta)		
8	HP CB540A (Black)		
9	HP CB541A (Cyan)		
10	HP CB542A (Yellow)		
11	HP CB543A (Magenta)		
12	HP CF214A		
13	HP CF277A		

# (B) Details/rates regarding RICOH toner/Cartridges:

# **RICOH TONER / CARTRIDGES:-**

S. No	Description Toner/Carti			Rate (per unit) (excluding GST) Rs.	Percentage GST	of	No. of Pages to be Printed
1	Cartridge (Black)	SP	C430A				
2	Cartridge (Yellow)	SP	C430A				
3	Cartridge (Cyan)	SP	C430A				
4	Cartridge (Magenta)	SP	C430A				
5	Black Drum Unit SP C430						
6	Color Drum Unit SP C430						
7	Drum for printer SP 3600 DN						

7.	Whether Bid Declaration Form enclos	sed
	Yes or No	:

8.	F.O.R Supreme Court Godown Yes or No	:	
9.	Delivery Schedule In days	:	
10.	Whether HP and/or RICOH Authorisation Certificates are enclosed with tender document	:	
11.	Name & address of the Govt. Officer etc of which the tenderer is having the Contracts(For supply of toners/cartridges	):	
12.	Details of previous experience in the field & infrastructure of the Company	I :	
13.	Details of Annual Turnover	:	
14.	Whether all the terms & conditions of the are agreeable	N.I.T	
Dated	:		Signature with date and rubber stamp of the tenderer

# **ANNEXURE 'B'**

# UNDERTAKING

I/We undertake that		(Name	of	the	Firm	/
Proprietor/ Company/ Director) has not	been blacklisted/bann	ed by an	у Се	entra	I/ Stat	e.
Government/ Public Sector Units/ Autono	omous Bodies.					
Date:						
Place:						
	Signature of the authorized firm/company/ organis	•		-		ıl.

### **ANNEXURE 'C'**

# BID SECURITY DECLARATION FORM BIDDER IN LIEU OF EARNEST MONEY DEPOSIT (EMD) (On Bidder's Letter Head)

I/We, the authorized signatory of M/s. ..... participating in the subject Tender No....... dated

....., for the item/job of ....., do hereby declare:

(i)	That I/we have availed the benefit of waiver of EMD while submitting the offer against the subject Tender and no EMD is being deposited for the said tender.
(ii)	That in the event I/we withdraw/modify our Bid during the period of validity or I/we fail to execute formal contract agreement within the given timeline or I/we fail to submit the required Performance Security within the given timeline or I/we commit any breach of Tender Conditions/Contract which attracts penal action in that event I/we shall stand suspended from being eligible for bidding/award of all future contract(s) of Supreme Court of India for a period of one year from the date of committing such breach.
	Signature and Seal of Authorized Signatory of Bidder
Date:	Name of the Authorized Signatory