

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	16-08-2024 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	16-08-2024 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Autonomous Body
Department Name/विभाग का नाम	Supreme Court Of India
Organisation Name/संगठन का नाम	Supreme Court Of India
Office Name/कार्यालय का नाम	Tilak Marg New Delhi 110001
Total Quantity/कुल मात्रा	300
Item Category/मद केटेगरी	Multifunction Machines MFM (Q2) ( PAC Only )
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Comprehensive Maintenance Charges Required	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days

Bid Details/बिड विवरण	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	267000

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	62

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

Branch Officer(Admn. Materials Branch)  
TILAK MARG NEW DELHI 110001, Supreme Court of India, Supreme Court of India, Autonomous Body  
(Sanjeev Kumar Sinha)

#### Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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#### Details of the Competent Authority for MII

Name of Competent Authority	Hon'ble The Chief Justice of India
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Designation of Competent Authority	Hon'ble The Chief Justice of India
Office / Department / Division of Competent Authority	SUPREME COURT OF INDIA
CA Approval Number	NOTE#26
Competent Authority Approval Date	15-04-2024
Brief Description of the Approval Granted by Competent Authority	Competent Authority has accorded approval to procure 300 units of HP MFP 4104fdw

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

#### **MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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#### **Details of the Competent Authority approval for PAC**

Competent Authority Approval document for PAC : [View Document](#)

Name of Competent Authority	Hon'ble The Chief Justice of India
Designation of Competent Authority	Hon'ble The Chief Justice of India
Office / Department / Division of Competent Authority	SUPREME COURT OF INDIA
CA Approval Number	NOTE#26
Competent Authority Approval Date	2024-04-15 00:00:00
Brief Description of the Approval Granted by Competent Authority	Competent Authority has accorded approval to procure 300 units of HP MFP 4104fdw

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid

for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

### Multifunction Machines MFM ( 300 pieces ) ( Under PAC )

Make	hp
Model	hplaserjetpromfp4104fdwwith5years warranty

### Technical Specifications/तकनीकी विशिष्टियाँ

\* As per GeM Category Specification/जेम कैटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Ungrouped	<b>Print Technology</b>	Laser
	<b>Type of Machine</b>	Multifunction Machine
	<b>Type of Printing</b>	Mono
	<b>Cartridge Technology</b>	Composite Cartridge, Separate Drum and Toner (Mono Component), Separate Drum and Toner (Dual Component) Or higher
	<b>Platen/Flatbed Size</b>	A4, A3, Legal Or higher
	<b>Paper Size (Original/Image)</b>	A4/A4
	<b>RAM size (MB)</b>	128, 256, 512, 1024, 2048, 4096, 6144, 3072, 320, 768, 1536, 1500, 758, 1250, 2560, 7168, 5120, 8192, 16384, 2816, 4000, 2000, 4608, 10240, 8000, 3584 Or higher
	<b>Hard Disk Capacity(GB)</b>	0, 8, 128, 160, 256, 320, 500, 1024, 250, 640, 32, 1000, 2000, 3000 Or higher
	<b>Minimum Speed per Minute as per ISO/IEC 24734 in A4 Size-Mono</b>	40, 43, 45, 46, 47, 50, 52, 55, 60, 61, 65, 70, 71, 75, 80, 90, 95, 100, 105, 110, 51, 56, 41, 120, 130, 160, 57, 85, 81, 53, 140, 96, 111, 115, 136, 42, 48 Or higher
	<b>Minimum Speed per Minute as per ISO/IEC 24734 in A4 Size-Colour</b>	12, 15, 16, 18, 20, 22, 23, 24, 25, 26, 27, 28, 30, 31, 35, 36, 4, 4.4, 5, 5.7, 5.8, 6.8, 10, 10.4, 15.5, 40, 50, 60, 5.5, 11, 46, 120, 130, 160, 65, 45, 7, 34, 55, 38, 56, 75, 81, 19, 71, 0, 21, 53, 32, 70, 140, 80, 85, 115, 6, 13, 33, 3.9, 9 Or higher
	<b>Scanning Feature Availability</b>	Yes Or higher
	<b>Duplexing Feature Availability</b>	Yes Or higher

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<b>Faxing Feature Availability</b>	Yes Or higher
	<b>Networking Feature Availability</b>	Yes Or higher
	<b>Wi-Fi Availability</b>	Yes Or higher
	<b>Original Document Feeder Type</b>	ADF, DADF/RADF, SPDF Or higher
	<b>Number of Main Paper Tray</b>	1, 2, 3, 4, 5 Or higher
	<b>Bypass Facility</b>	Yes Or higher
	<b>On Site OEM Warranty (Year)</b>	5 Or higher

Comprehensive Maintenance	
Warranty of required product	1 Year
Comprehensive Maintenance Duration (Post Warranty)	4 Year

\*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specification

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sanjeev Kumar Sinha	110001,SUPREME COURT OF INDIA, TILAK MARG, NEW DELHI-110001	300	45

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

**1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to

increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

## 2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

## Additional Clause For Comprehensive Maintenance Charges

1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months or as per user requirement. Cost of consumables shall not be included in CMC.Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

2.CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.

3. GST shall be included in the CMC Charges quoted.

4. Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula. A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.

5. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.

6. While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available. Under this option up to 10 years can be chosen for CMC charges beyond warranty period.

7. In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.

8. The CMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.

8.1. Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected:

CMC charges for 1st year after warranty period- Percentage to be indicated- A1

CMC charges for 2nd year after warranty period- Percentage to be indicated- A2

CMC charges for 3rd year after warranty period - Percentage to be indicated- A3

CMC charges for 4th year after warranty period - Percentage to be indicated- A4

CMC charges for 5th year after warranty period - Percentage to be indicated- A5

Similarly, A6 to A10 are to be indicated for 6th to 10th year of CMC if applicable.

8.2. The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.

8.3. In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below including CMC and then show the inter-se-ranking of the bidders. The following are the variables

(i) Number of years for which CMC required.

(ii) Number of years of product warranty

The formula for calculating total cost including CMC charges shall be as under:

Total Cost for evaluation=

$C + C * \{ (A1/100)/(1.10^n) + (A2/100)/(1.10^{n+1}) + (A3/100)/(1.10^{n+2}) + (A4/100)/(1.10^{n+3}) + (A5/100)/(1.10^{n+4}) \}$  and so on

C - Cost for equipment quoted and n shall be number of years of product warranty specified.

If 2 year warranty specified, n shall be 2 and if 5 year warranty specified, n shall be 5. A1, A2, A3, A4 & A5 shall depend on how many years CMC selected. For 3 year CMC, only A1, A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

8.4. CMC charges offered for each subsequent year should be same or higher than preceding year.

8.5. The CMC charges shall be offered within range of 3 to 10% of cost of equipment.

9. Since CMC charges are to be paid only later for each year during CMC period, applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.

10. Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 10% as specified in bid on total CMC Charges. The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.

11. In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis. The equipment cost and CMC charges (year to year) shall be matched individually.

12. The CMC Contract shall be an offline contract to be handled by buyer. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.

13. CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges. The same shall include GST. The prices also include cost of

spares and damaged parts. Purchaser does not have any liability, whatsoever, over and above the cost of CMC. It also includes for arranging hand tools & tackles, special tools etc. required to carry out the work.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**



**SUPREME COURT OF INDIA**  
**Admn. Materials (P & S)**

**Through GeM**

**NOTICE INVITING TENDER**  
**FOR SUPPLY AND INSTALLATION OF HP MFP 4104fdw**

**[PROPRIETARY ARTICE (PAC) BUYING]**

**BASIC INFORMATION**

1. Online bids/ tenders are invited through GeM Portal, from Delhi-NCR based OEM-authorized firms/vendors for supply and installation of **300 units of HP MFP 4104fdw with a 1-year on-site warranty and a 4-year AMC (annual maintenance contract).**
2. The tenderer is required to quote its lowest/best rate online [**Rate quoted should be inclusive of all the expenses (i.e. materials, transportation, labour, applicable taxes, etc.)**] 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. Under no circumstances rates revision shall be allowed.
3. It is mandatory for the tenderers to submit a valid Authorization Certificate from Original Equipment Manufacturer (OEM).
4. 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.
5. The tenderers are required to submit Demand Draft of **Rs. 2,67,000/- (Rupees Two Lakh Sixty Seven Thousand only)** drawn in favour of "The Registrar (Admn.), Supreme Court of India" as **Earnest Money Deposit**, in a separate sealed envelope (superscribing the title of this NIT). The original EMD (Demand Draft (DD)) (to be purchased on or after publication date of

this GeM Bid) must be submitted in a sealed envelope superscribing the title of this NIT, addressed to 'Additional Registrar, Admn. Materials Branch', at the **E-SEWA Kendra Counter number 2 (R&I), Supreme Court of India** well before the due date and time of bid submission as per GeM. MSME/Exemption Certificate must be of trading category for printers and peripherals, otherwise Bid shall be rejected. The EMD amount of successful Tenderer shall be adjusted in the Performance Security. Earnest Money shall be refunded to unsuccessful tenderer after the contract has been finally awarded to the successful tenderer.

6. All the applicable bank charges shall be borne by the applicant and he shall not have any claim what so ever on this account on the Registry. In case of re- tendering, the firms which has submitted the DD in earlier calls will be required to submit DD along with their tender/application in subsequent calls also. Tender not accompanied with the EMD or MSME exemption Certificate is liable to be rejected.

### **SUBMISSION OF TENDER**

7. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

#### **8. The following documents are to be furnished by the Bidders:**

- i) Signed and Scanned copy of **Earnest Money Deposit/EMD Exemption** Certificates.
- ii) Signed and Scanned copy of Certificates like Registration certificate, GST NO, PAN No, Financial details like Proof of Annual Turnover (along with **Annexure 'A'**).
- iii) Signed and Scanned copy of similar supply carried out in the last three financial years (along with **Annexure 'A'**).
- iv) Signed and Scanned Copy of **Tender Acceptance Certificate** (as per **Annexure 'B'**).
- v) Letter of authorization to submit bid, if bid is being submitted on behalf of

company.

vi) Ink Signed and Scanned Copy of **OEM Authorization Certificate** to sell HP products in their own name/organization with the date of validity of the Authorization (along with **Annexure 'A'**).

vii) Undertaking with regarding to **Blacklisting status (Annexure 'C')**

9. The Supreme Court of India has the absolute right to accept or reject any or all offers, adjourn, postpone or cancel the tender. **In case a single bid is received** for the tender, it will be deemed to be a case of lack of competition. In this regard, decision of Supreme Court of India shall be final.

#### **TERMS AND CONDITIONS FOR SUCCESSFUL TENDERER**

10. The successful tenderer shall have to deposit performance security @ **3%** of total amount of the Purchase Order;
11. The above-mentioned Performance Security is to be deposited by way of Bank Guarantee drawn in favour of "The Registrar (Admn.), Supreme Court of India", within one week from the receipt of contract order by the successful tenderers. The Bank Guarantee will be refunded after two months of the **successful completion of the supply and installation or payment of the last bill or the expiry of the warranty applicable/AMC period**, whichever is later.
12. The items 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, 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 at the cost of the tenderer. The decision of the Committee in this regard shall be final.
13. 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.

14. Non-availability of items shall not be accepted as a ground for delay in supply and shall equally be penalised.

### **PAYMENT TERMS AND CONDITIONS**

15. The payment will be made **only after full supply is received and accepted** as per approved specifications/defined model number after receiving satisfactory working report from Computer Cell against full supply by the vendor. No advance payment will be made by the Registry.
16. The successful tenderer will have to abide by the terms and conditions as may be fixed from time to time by the Registry.
17. **Execution of the supply is to be done very expeditiously but not later than 45 days.**
18. The supply of HP Printers 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.
19. Supply of HP printers are to be made on bill basis. The payment is normally made after full supply is received and accepted as per specifications / requirement.
20. Even after awarding the purchase order, the Registry reserves the right to terminate the same at any time, if the services of the tenderer are not found satisfactory.
21. The OEM Company may submit a bid either in its own name or through any of the authorised dealers, who has to provide services of supply of items to the Registry of the Supreme Court of India. The bid without confirmation of

the original equipment manufacturing company regarding authorization to sell the product shall not be considered.

22. The successful tenderer shall also ensure that all hardware supplied, be it computer systems or its peripherals, shall be marked with apparently visible asset tags, mandatory for proper inventory and upkeep of the same. Such a list of tagged assets shall be periodically updated by the successful tenderer on annual basis and submit a copy with the Computer Cell against written acknowledgment.

### **SCOPE OF WORK REGARDING MAINTENANCE SERVICES**

23. The scope of work covers comprehensive maintenance (including all spare parts) of HP printers, their accessories & peripherals as well as softwares.
24. The tenderer shall provide the support/services consisting of corrective as well as preventive maintenance of HP printers and its peripherals (including drivers/softwares). The tenderer shall perform services in a professional manner and in accordance with and up to the standards and to the entire satisfaction of officer-incharge for the purpose. Maintenance services shall consist of preventive and corrective periodical maintenance of computer systems hardware, printers for smooth running and to keep the systems & peripherals in good working condition.
25. The maintenance contract is comprehensive inclusive of Operating System (OS) support on all the printers covered under it. Any problem related with OS maintenance, reloading of OS with all device drivers, OS upgrade, device drivers, System configuration and network configuration shall be attended & rectified by the tenderer.
26. If any printer and its peripheral is not repaired within a day, and the tenderer fails to provide a standby HP printer of the same model and its peripherals, **a penalty of Rs. 1,000/- (Rupees one thousand only) per day per equipment** will be charged till such time the printer and its peripherals is

repaired or appropriate standby is provided. In case the requisite parts are not available, the same should be replaced with the parts of higher level compatible with the system.

27. The tenderer shall maintain the equipment as per OEM's guidelines, industry standards and shall use only standard / compatible / equivalent components for replacement. The original specification/ characteristics / features of the equipment shall not be changed without prior intimation to the Supreme Court of India.
28. On expiry of the warranty/AMC period, the tenderer will have to handover the printers and its peripherals under warranty in perfect working condition to the Registry of the Supreme Court of India, failing which it shall be open to the Registry of the Supreme Court to get the equipment repaired from anywhere at the cost and risk of the tenderer and the expenses incurred by the Registry of the Supreme Court of India in this regard shall be deducted from the security deposit and outstanding dues, if any, of the tenderer. If the amount of security deposit and/or outstanding bills is found inadequate, the balance amount shall be payable by the tenderer to Supreme Court of India, which shall be entitled to recover it from the tenderer. The decision of the Registrar, Supreme Court of India in this regard shall be final and binding upon the tenderer.
29. The tenderer has to provide services not only at the Supreme Court premises but also at the any other locations of the Supreme Court of India within radius of 5 kms where printers are proposed to be installed. No Travel Allowance (TA) will be paid by the Registry for the same.
30. A quarterly Preventive Maintenance of all equipments shall be done by the tenderer and Preventive Maintenance Report duly signed by the Computer Cell would be submitted to the Computer Cell of the Registry of the Supreme Court of India. Any failure on the part of the tenderer to submit a quarterly Preventive Maintenance Report shall be considered as a default

and the same would attract a **penalty of Rs.1,000/- (Rupees One Thousand Only) per equipment**. The quarterly payment will strictly be made on the basis of satisfactory report of all equipment from the concerned user.

### **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) the tenderer will be liable to make good the loss in case of higher payments as compared to approved rates and 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.

**Encls: Annexures – ‘A’ to ‘C’**

**sd/-**

(Anil Kumar Sharma)  
Additional Registrar (AM)

**ANNEXURE -'A'**

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

**NOTICE INVITING TENDER**  
**FOR SUPPLY AND INSTALLATION OF HP MFP 4104fdw**

(General 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)
  
4. GST Registration No. : \_\_\_\_\_  
(Attach Proof)
  
5. Whether all the terms & conditions  
of NIT are acceptable : Yes/No: \_\_\_\_\_
  
6. Delivery Schedule : \_\_\_\_\_
  
7. Name & address of the Govt. Offices etc.  
of which the tenderer is having the contract  
with name of contact person and  
his telephone/mobile number : \_\_\_\_\_
  
8. Details of previous experience in the last three financial years  
in the field & infrastructure of the Company: \_\_\_\_\_



9. Whether EMD is submitted or  
Certificate for its exemption is enclosed: \_\_\_\_\_
10. Whether OEM  
Authorisation Certificates is/are enclosed  
with tender document: \_\_\_\_\_
11. Warranty/AMC Offered : **on-site warranty** of \_\_\_\_year and **AMC** of  
\_\_\_\_years

Date:

Place:

(Signature of the Bidder, with Official Seal)

**ANNEXURE-'B'**

**NOTICE INVITING TENDER**  
**FOR SUPPLY AND INSTALLATION OF HP MFP 4104fdw**

**TENDER ACCEPTANCE CERTIFICATE**

***(To be given on Company Letter Head)***

Date:

To,

The Registrar (Admn.),

Supreme Court of India,

New Delhi

**Sub: Acceptance of Terms & Conditions of Tender.**

**NOTICE INVITING TENDER**  
**FOR SUPPLY AND INSTALLATION OF HP MFP 4104fdw**

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

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as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. 1 to 12 (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I /

we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Date:

Place:

F. No.: Purchase of HP Printers/2024

Dated: 26.07.2024

**ANNEXURE -'C'**

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

**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:

## **Proprietary Article Certificate**

(i) the indented goods (MFP 4104fdw Printers) are manufactured by **M/s Hewlett Packard Enterprise (HPE), India**

(ii) No other make or model is acceptable for the following reasons:

**To maintain standardization, uniformity and continuity in services.**

(iii) Approval of the competent authority vide: **15/04/2024**

**sd/-**

(Signature with date of the Additional Registrar)  
(in-charge of procurement)

26.07.2024