

# IN THE HIGH COURT OF DELHI AT NEW DELHI

F. No.19/Sty/DA-6/DHC/No. 15724

Date of issuance of tender document: 10/08/2023

From:-

The Registrar General  
High Court of Delhi  
New Delhi.

To:-

(On the website of Delhi High Court)

**SUB.:- Notice inviting Tender (NIT) under two bid system for procurement of 30 to 40 nos. of RICOH / KYOCERA / CANON / HP / KONICA MINOLTA make Multi Functional Photocopier Machines (40-60 CPM) with or without A3 size printable paper capability with validity of rates for one year from the last date of submission of tender and for FSMA (Full service Maintenance Agreement) at the rates valid for the period throughout the duty cycle of the machine in terms of years and pages whichever is earlier (extendable in terms of years and pages, by mutual consent, if the machine is operational).**

**PARTICIPANTS ARE REQUESTED TO READ THE TENDER NOTICE CAREFULLY.**

**LAST DATE FOR SUBMISSION OF TENDER : 11/09/2023 TILL 17:30 HRS.**

This Court invites sealed quotation(s) along with EMD of ₹ Two Lakh (₹ 2,00,000/-) by way of DD/ Banker's Cheque/ Manager's Cheque drawn in favour of "Registrar General, Delhi High Court, New Delhi" (returnable without interest) from interested firms/vendors based in Delhi/NCR Region, authorized by OEM (both for supply of photocopier machines and providing full service and maintenance throughout the duty cycle of machine as well and even beyond that for a reasonable period if the machine is performing satisfactorily) for procurement of 30 to 40 nos. of RICOH / KYOCERA / CANON / HP / KONICA MINOLTA make multifunctional photocopier machines (40-60 CPM) with or without A3 size paper capability for future requirement of next one year (the quantity may vary on both sides depending upon the requirement).

Note: Financial bids of the firm(s)/vendor(s) not offering FSMA with photocopier machines shall not be entertained.

Note: Preference shall be given to the firm(s)/vendor(s), offering lowest rate of the machine, maximum warranty/extended warranty, best terms & conditions/rates under FSMA subject to suitability of technical specifications of the machine offered as per requirement of High Court of Delhi.

Note: The machines shall not be purchased in one go and the purchase orders will be issued as and when the requirement of the same arises.

Note: This Court shall have right to procure more than one model of photocopier machine(s) from respective L-1 firm(s)/vendor(s).

## **Terms & Conditions for FSMA (Full Service Maintenance Agreement throughout duty cycle of Photocopier machine)**

1. The supplier / selected service provider will be required to maintain job card for each machine under FSMA (including all spares and consumables), lodge all complaints, action taken, parts replaced, time taken in rectification, etc., which shall be duly signed by end user and engineer.

2. Payment will be made on quarterly basis after satisfactory execution of the job and on production of pre receipted bills along with copy of all job cards and satisfactory performance reports from the end users of the machines.
3. It will be the responsibility of the selected firm/vendor to ensure the quick supply of spare parts (including consumables of the photocopier machines) and to keep the machine in working order all the times.
4. In no case duplicate spare parts and refilled toners shall be supplied. If any item is found to be substandard (inferior quality) / substitute/ refilled, the same will be rejected and any loss caused to the photocopiers due to such spares / toners shall be recovered from the firm and FSMA will be terminated, the bill will not be paid and the bidder will also be liable for appropriate action.
5. The supplier should keep sufficient stock of spares parts and consumables required during FSMA period. In case spares are required to be imported; it would be the responsibility of the supplier to import and provide the same timely.
6. The supplier/selected service provider will undertake service / maintenance of the photocopiers in the presence of the user at the location /site of the machines.
7. The supplier/selected service provider shall attend to complaint (s) within six hours of lodging the complaint. If any photocopier machine is not repaired within five working days, the firm shall provide standby photocopier machine at site.

**(A) SUBMISSION OF TENDER IN TWO-BID SYSTEM**

The bid documents shall be submitted in three (03) envelopes described hereinbelow:

- (I) The subject of the FIRST ENVELOPE shall be superscribed as:**

**“TECHNICAL BID FOR SUPPLY OF 30 TO 40 nos. OF  
MULTIFUNCTIONAL PHOTOCOPIER MACHINES OF  
RICOH / KYOCERA / CANON / HP / KONICA MINOLTA  
MAKE (40-60 CPM)”**

**The first envelope of 'TECHNICAL BID' shall contain:**

- a) Annexure-'A' (To be filled in separately for each model being offered)
- b) Annexure 'B' i.e. undertaking
- c) Copy of GST Registration Certificate pertaining to the participant.
- d) Copy of PAN Card
- e) EMD of ₹ Two Lakh (₹ 2,00,000/-) by way of DD/ Banker's Cheque/  
Manager's Cheque drawn in favour of "Registrar General, Delhi High Court,  
New Delhi" (The EMD shall be returnable without interest and no request for  
waiver of submission of EMD will be entertained)
- f) Brochure (s), of the product (s) being offered.
- g) Authorization letter issued by OEM in favour of the participating firm/vendor  
in original.

[NOTE: ALL THE DOCUMENTS PLACED IN TECHNICAL BID ENVELOPE SHALL BE DULY PAGINATED]

(II) The subject of the SECOND ENVELOPE shall be superscribed as:

**“FINANCIAL BID FOR SUPPLY OF 30 TO 40 NOS. OF  
MULTIFUNCTIONAL PHOTOCOPIER MACHINES OF  
RICOH / KYOCERA / CANON / HP / KONICA MINOLTA  
MAKE (40-60 CPM)”**

The envelope of FINANCIAL BID shall contain:

- a) Duly filled/signed/stamped Annexure 'C' i.e. Financial bid.  
(To be filled in separately for each OEM/Model being offered)

**ABOVE TWO ENVELOPES SHALL BE CLOSED / SEALED SEPARATELY.**

(III) The subject of the THIRD BIGGER ENVELOPE shall be superscribed as:

**“TECHNICAL AND FINANCIAL BID FOR SUPPLY OF 30  
TO 40 NOS. OF MULTIFUNCTIONAL PHOTOCOPIER  
MACHINES OF RICOH / KYOCERA / CANON / HP /  
KONICA MINOLTA MAKE (40-60 CPM) [DUE DATE  
11/09/2023]”**

To  
The Registrar General

Addr.: A.O. (Judl.), Stationery Branch, Room No. 512, Fifth  
Floor, Administrative Block, Sher Shah Road, High Court of  
Delhi, New Delhi-110503.

- a) The aforesaid third bigger envelope be also sealed after placing two sealed envelopes having documents separately as referred at point (I) & (II) above.
- b) All the participating firms/vendors shall ensure that their bid(s) shall reach to the A.O.(J), Stationery Branch, Room No. 512, Fifth Floor, Administrative Block, High Court of Delhi, New Delhi-110503 on or before the last date and the time specified.

**(B) OPENING/EVALUATION OF BIDS & AWARD OF TENDER**

1. An independent Officer nominated by the competent authority shall first open the Envelope No. 3 i.e. main outer envelope and envelope No.1 i.e. Technical bid found inside the main envelope.
2. The competent authority shall evaluate the Technical Bids and shortlist the model(s) of photocopier machines found suitable for the requirement of High Court of Delhi.
3. **The firm(s)/vendor(s) whose models of photocopier machine(s) are found suitable shall be bound to provide a live demo of the product (s) being**

offered before the competent authority of this Court at their own expenses, if asked.

4. The competent authority, upon live demo, may further shortlist the models as per suitability of the requirement of this Court.
5. The competent authority shall have the right to call clarification(s) in respect of Technical Bid (s), if required.
6. The Financial bids of the vendors/firms whose Technical Bid is not found suitable after evaluation shall not be considered for second round of opening of financial bids. Such firm(s)/vendor(s) may collect the EMD and their sealed financial bid, through their authorized representative, from the Stationery Branch of this Court. The representative must be carrying the authority letter on the letterhead of the firm/vendor attached with the copy of any identity card issued by the firm or any other proof of identity issued by Government of India/State Government/Statutory Body duly attested under the seal of the firm by the authorized person on behalf of the firm.
7. Envelope No.2 i.e. **Financial Bids** of the shortlisted firms/vendors declared qualified after the first round of Technical bid and demo will also be opened by an independent Officer, nominated for the purpose by the competent authority.
8. The Purchase order shall be awarded to the L-1 eligible firm(s)/vendor(s) for supply of required goods. If the selected firm(s)/vendor(s) fails to make the supply in terms of the purchase order, the EMD is liable to be forfeited
9. EMD submitted by the firms/vendors who do not qualify in the instant tender process will be returned without interest after award of purchase order to eligible L-1 bidder (s).
10. The EMD of successful bidder(s) will be returned only after;
  - (i) supply of required goods,
  - (ii) satisfactory installation and commissioning of the photocopier machine (s) at designated sites of this Court,
  - (iii) obtaining 'Satisfactory Report(s)' from the end user; and
  - (iv) submission of bill/invoice towards supply with "Satisfactory Report(s)".

**(C) REASONS WHICH MAY ATTRACT REJECTION OF BID(S)**

1. Non submission of authorization letter issued by OEM in favour of the participating firm/vendor in original.
2. Validity of rates for procurement of machine for a period of **less than** one year from the last date of submission of the tender and FSMA for a period less than the complete duty cycle of the machine either in terms of years or in terms of pages whichever is earlier.
3. Bids received after due date.
4. Bid(s) related to some other item(s) not related to instant tender.
5. Any interlineations, erasure or correction in the specification/offered rate, which renders the whole tender process doubtful or ambiguous.
6. Bids in the format other than the prescribed one.
7. Non-submission of required documents or submitting incomplete documents.
8. Non-mentioning of subject and due date on each envelopes as referred to above.
9. Any other ambiguity in submission of bid or any unreasonable condition.
10. Bids received without EMD.
11. Conditional bid(s).

(D) SUPPLY OF GOODS

The selected firm/vendor shall be bound for supplying/installing and commissioning of the required item(s) within one month from the date of purchase order, failing which the same shall be deemed to be withdrawn unless sufficient cause is communicated (supported by documentary proof) for such delay.

(E) THE FIRMS/VENDORS MAY BE BLACKLISTED FOR THE FOLLOWING REASONS

1. Withdrawal or attempt to revise the financial bid on any ground after opening of the same.
2. Non supply of goods as referred to above.
3. Not obeying the validity of rates of machine being required and offered for one year from the last date of submission of tender and that of FSMA (Full service Maintenance Agreement) rates for the period throughout the duty cycle of the machine in terms of years and pages whichever is earlier (extendable in terms of years and pages, by mutual consent, if the machine is operational).
4. Any other default in fulfilling the contractual obligations by the firm/vendor regarding procurement of machines and the terms and conditions of FSMA

(F) FINALITY OF DECISION OF THE COMPETENT AUTHORITY

The decision of the competent authority for short listing of the firm(s)/vendor(s) considering the suitability of the product(s) being offered and selection of firm(s)/vendor(s) after evaluation of the Technical Bids/Demo and the financial bids offered shall be final & binding on all the participants in the instant tender process.

This Court reserves the right to modify/amend the tender document/Terms and Conditions of the tender at a later stage and also to increase or decrease the quantity depending on the requirement. This Court also reserves the right to award the tender fully or partly to different firm(s)/vendor(s).

This Court also reserves the right to reject any of the bids or all the bids or quash the whole tender process without assigning any reasons thereof. Any step taken by the competent authority to safeguard the interest of this Court shall be final and binding on all participants.

Yours truly,



(Praveen Kumar Verma )  
Asstt. Registrar (Stationery)  
for Registrar General

CC to:

- (i) Director (IT), DHC for uploading the above Tender Notice on the official website of High Court of Delhi.
- (ii) Short notice to be published in Times of India (English), Navbharat Times (Hindi) & Hindustan Times (English) Newspapers in circulation of Delhi/NCR Region and Indian Trade Journal, Kolkata.

Shypland  
19/8/2023

MS/17/11  
10/08/2023

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**TECHNICAL BID FOR SUPPLY OF 30 TO 40 NOS. OF MULTIFUNCTIONAL  
PHOTOCOPIER MACHINES OF RICOH / KYOCERA / CANON / HP / KONICA  
MINOLTA MAKE (40-60 CPM)**

(Please use separate sheet for different OEM/Model being offered)

S.no.	Specifications	(Please fill in the required information)
1	Authorization letter issued by OEM in favour of the participating firm/vendor in original. (Y/N)	
2	Brand Name (OEM Details)	
3	Model no.  OS Compatibility:  Model when introduced in India:  When updated lastly:  Quantity sold in India of the model being offered in FY 2022-23 as per OEM:	
4	CPM	
5	Printable Paper Size capability (A3/A4/Legal)	
<b>BASED ON THE MODEL, PLEASE PROVIDE FOLLOWING INFORMATION</b>		
6	Duty Cycle (In terms of Pages and Years)	Years:-  Pages:-
7	Warranty/Extended Warranty	
8	Onsite Warranty (Y/N)	
9	Warranty (Inclusion/Exclusion) as per OEM/vendor	
10	Processor	
11	RAM	
12	Hard Disc	
13	Resolution (True)	
14	Both side printing/scanning (Y/N)  File format:	
15	Automatic Reverse Document Feeder facility (Y/N)	
16	Duplex Automatic Document Feeder (DADF) Y/N	
17	Set making facility (Y/N)	

18	No. of Trays	
19	Paper Capacity of each tray	
20	Extra Tray compatibility (Y/N)	
21	USB Support (Y/N)	
22	LAN Compatibility (Y/N)	
23	Wi-fi enabled (Y/N)	
24	Turn up time of engineer (For troubleshooting/ toner/ preventive maintenance)	
25	Details of EMD	
26	Supply/ installation/ commissioning of the machines within one month from the date of issuance of Purchase Order (Y/N)	
27	Brochure of the product offered, attached (Y/N)	
28	FSMA inclusions from day one	
29	FSMA exclusions from day one	
30	Details of Single point of Contact viz. name/mobile number/email ID for quick resolutions of complaint	
31	Validity of rates for minimum one year for the machine (Y/N)	
32	Validity of rates under FSMA for the period throughout the duty cycle of the machine (Y/N)	
33	Remarks, if any	

Signature of the authorized Signatory  
of the firm/company/organization  
Official Stamp/Seal

Date:-  
Place:-

**[Interlineations/erasure/Correction or overwriting not allowed.]**

**UNDERTAKING FOR SUPPLY OF 30 TO 40 NOS. OF MULTIFUNCTIONAL  
PHOTOCOPIER MACHINES OF RICOH / KYOCERA / CANON / HP / KONICA  
MINOLTA MAKE (40-60 CPM)**

I/We undertake that the firm (name of the firm) or its Partner / Director / Proprietor (name) has/have not been blacklisted / banned in its Business dealings with any Central / State Government / Public Sector Undertaking / Autonomous Bodies or has / have not been banned / terminated on account of poor performance/conduct.

I/we further undertake that all the terms and conditions mentioned in the instant tender are acceptable to the firm.

I/we further undertake that I/we have confirmed and correctly applied the HSN Code of the required item and its corresponding applicable GST rate as on date with sole responsibility. I/we also undertake to inform Delhi High Court of subsequent change in the tax rates as applicable.

Signature of the authorised  
signatory of the firm/company/organization  
Official Stamp/Seal

Date:-

Place:-



**FINANCIAL BID FOR SUPPLY OF 30 TO 40 NOS. OF MULTIFUNCTIONAL PHOTOCOPIER MACHINES OF RICOH / KYOCERA / CANON / HP / KONICA MINOLTA MAKE (40-60 CPM)  
(Please use separate sheet for different OEM/Model being offered)**

Name of the firm:- \_\_\_\_\_

Address of the Firm: \_\_\_\_\_

Name of the person (authorized to sign the tender document) \_\_\_\_\_

Contact No.: \_\_\_\_\_ Email ID: \_\_\_\_\_

<b>Brand Name:</b> _____		<b>Model No.</b> _____		
<b>CPM :</b> _____				
SN	Offer	In figures	In words	Remarks
1	Price of one Photocopier machine (excl. taxes)			
2	Applicable Tax rate %age at (1) above & HSN Code:			
3	Per page FSMA rate from day one (excl. Taxes) upto the warranty period.			
4	Per page FSMA rate (excl. Taxes) after expiry of the warranty period and upto the completion of duty cycle.			
5	Applicable Tax rate %age at (3) above & HSN Code:			
6	Applicable Tax rate %age at (4) above & HSN Code:			
7	Price of Additional (extendable) Tray (excl. taxes)			
8	Applicable Tax rate %age at (7) above & HSN Code:			
9	No. of free copies under FSMA			
10	Buyback price of the machine upon completion of duty cycle either in terms of years or pages whichever is earlier			

Signature of the authorised  
Signatory of the firm/company/organization  
Official Stamp/Seal

Date:-

Place:-

*[Interlineations/erasure/Correction or overwriting not allowed.]*