

**HIGH COURT OF UTTARAKHAND AT NAINITAL**  
**E-TENDER NOTICE**

**Dated: 02.02.2021**

This Court invites E-tender for “**Supply, delivery, installation and commissioning of 100 nos. Steel racks Open (angle: 40x40 mm, height: 8.25 feet, shelves: 08, compartments: 07, size: 16x36 inches, gauge: 18)**” for the use of Hon’ble High Court of Uttarakhand at Nainital, in two-cover system (Technical & Financial) from Manufacturing Companies (OEM)/eligible/reputed/experienced authorized dealers/vendors/firms.

The last date of submission of E-tender is **19.02.2021** at 11:00 AM. The details of E-tender documents viz. technical bid and financial bid along with terms and condition of tender can be downloaded from <http://uktenders.gov.in> and our website <http://www.highcourtofuttarakhand.gov.in>.

By order of the Court

S/d  
Registrar General  
High Court of Uttarakhand  
Nainital

**HIGH COURT OF UTTARAKHAND AT NAINITAL**  
**NOTICE INVITING E-TENDER**

Dated: 02.02.2021

**Subject:- E- Tender for “Supply, delivery, installation and commissioning of 100 nos. Steel Racks Open (angle: 40x40 mm, height: 8.25 feet, shelves: 08, compartments: 07, size: 16x36 inches, gauge: 18)” for the use of Hon’ble High Court of Uttarakhand at Nainital,**

E-tenders are invited from the interested reported vendors for reputed/branded furniture manufacturer/authorized dealers/suppliers, bonafide, experienced and eligible firms who have executed similar nature of work in Government Ministries/Departments, Semi-government organizations including Public Sector Undertakings and satisfying all other terms and conditions in this tender document for supply of Steel racks, as per the requirement mentioned below in the Schedule-I for the Hon’ble High Court of Uttarakhand, Nainital.

**SCHEDULE-I**

**1.Time schedule of tender**

SN	Particulars	Date
1.	Date of release of tender	02.02.2021
2.	Document download start date	02.02.2021
3.	Bid submission start date	02.02.2021
4.	Bid submission end date	19.02.2021
5.	Date of Technical Bid opening	19.02.2021
6.	Date of Financial Bid opening	Will be informed later

**2. Instructions to the Tenderers /Submission of Bid:**

- A. The complete bid document can be downloaded from e-procurement portal <http://uktenders.gov.in> and from the website <http://www.highcourtofuttarakhand.gov.in>.
- B. The bid documents shall be available online on <http://uktenders.gov.in> w.e.f. **02.02.2021** and the bids have to be submitted online on “<http://uktenders.gov.in>”.
- C. The Annexure-I (Technical) and The Annexure-II (Financial/ in BOQ excel sheet) shall be submitted online on or before **19.02.2021, 11.00 AM**.
- D. EMD/Bid security of **Rs. 10,000/- (Ten Thousand only)** in the form of Account payee/FDR/Unconditional BG of any nationalized/scheduled bank duly pledged in the favour of **Registrar General, High Court of Uttarakhand, Nainital** having validity of not less than three months, shall be submitted.
- E. The cost of bid document (Tender fee) is **Rs. 590/- (inclusive of 18% GST)** which is non-refundable. The payment against the cost of bid document will be done in form of demand draft issued by any nationalized/scheduled bank duly pledged in the favour of Registrar General, High Court of Uttarakhand, Nainital having validity of not less than three months.
- F. Tenders (only in the format issued by this office) are to be filled (readable writing) as per the conditions mentioned in the tender form and the bidders have to sign on the acceptance of conditions otherwise bid will be rejected.

- G. The tenderer/bidders are required to upload self attested and scan photocopies of the documents mentioned at **Clause 4-D**, failing which, their bids shall be summarily/out-rightly rejected and will not be considered any further.
- H. The tenders received without requisite earnest money and tender fee will be rejected out- rightly.
- I. Any amendment in the bidding document, at any time prior to the deadline for e-submission of bids, will be uploaded as corrigendum on <http://uktenders.gov.in>, such amendments modification shall be binding on all the prospective bidders.
- J. The tender received beyond the scheduled date & time shall be summarily rejected.
- K. The firm should not be black listed or terminated in past & the bidders shall have to furnish declaration for the same with a notarized affidavit.
- L. If any of the technical details submitted by the bidder is found false, then the firm will be blacklisted by the department.

### **3. Opening of Bid**

- A. Only online submission of bid is permitted, therefore; bids must be submitted online on website: “<http://uktenders.gov.in>”. The bids (Annexure-I/Technical) will be opened online at **12:30 PM on 19.02.2021** by the authorized officers and in the presence of authorized representative(s) of the Bidders, who choose to remain present, in the office of Registrar General, High Court of Uttarakhand, Nainital.
- B. After opening of the Tender Bid Annexure-1/technical, evaluation shall be done and the bidder shall be evaluated for qualification. The list of the technically qualified bidders shall be displayed on the portal “<http://uktenders.gov.in>”.
- C. The bids (Annexure-II/Financial) of technically qualified bidders will be opened online by the authorized officers and in the presence of authorized representative(s) of the Bidders, who choose to remain present, in the office of Registrar General, High Court of Uttarakhand, Nainital. Information regarding date and time of opening of Annexure-II/Financial will be informed later.
- D. The bid shall be valid for a period of 120 days from the date of opening of techno-Commercial bid.
- E. Correction of errors – As financial bid shall be submitted online, so no correction shall be allowed after opening of online financial bid.
- F. Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Purchaser’s processing of bids or award decisions may result in the rejection of his Bid.
- G. Conditional/unsolicited tenders shall not be considered.
- H. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

#### **4. Eligibility Criteria/Submission of documents:-**

- A.** The Tenderer/bidder should have a minimum experience of 03 years in providing similar services in Central Government/State Government Departments/Public Sector Undertakings/ Autonomous Bodies/Nationalized Banks.
- B.** The Tenderer must have an average annual turnover of at least Rs. 10 Lac during the last three years i.e. 2019-20, 2018-19 and 2017-18.
- C.** The bidder may either be the manufacturer or an authorized dealer. In case of manufacturer, well established and long time authorized dealer.
- D.** The Tenderer are required to submit following original documents/Copies in the office of Registrar General, High Court of Uttarakhand along-with the Bid.
  - i. Signed copy of tender document
  - ii. Annexure-I (filled)
  - iii. Copy of certified Profit & Loss Account of last three financial years (2019-20, 2018-19 and 2017-18).
  - iv. Copy of PAN
  - v. Copy of GST Registration
  - vi. Copy of Income Tax Return for the last three financial years (2019-20, 2018-19 and 2017-18).
  - vii. Copy of ISO Certification. (Optional)
  - viii. Authorization certificate from Original Equipment Manufacturer (OEM) for proposed product. (Optional)
  - ix. Documents regarding Experience of 03 years in providing similar services in Central Government/State Government/Public Sector Undertakings/ Autonomous Bodies/ Nationalized Banks.
  - x. EMD/Bid security of **Rs. 10,000/-** (refundable) in the form of Account payee DD/FDR/Unconditional BG of any nationalized/scheduled bank duly pledged in the favour of **Registrar General, High Court of Uttarakhand, Nainital** having validity of not less than three months.
  - xi. The cost of bid document (Tender fee) is **Rs. 590/-** (inclusive of 18% GST) which is non-refundable. The payment against the cost of bid document in form of demand draft issued by any nationalized/scheduled bank duly pledged in the favour of **Registrar General, High Court of Uttarakhand, Nainital** having validity of not less than three months.
  - xii. A notarized affidavit that the bidder has not been blacklisted by a Central/State Government institution/PSU/Nationalized Bank and there has been no litigation with any government department on account of any issues/services.
  - xiii. Quantity of abovesaid items may be increased/decreased at the time of work order.
  - xiv. The rates should be quoted as per the Performa. Incomplete tender will be rejected, outrightly.
  - xv. Each paper of tender document & Annexure must be signed and stamped.

- xvi. Above mentioned original documents are required to be submitted on or before **19.02.2021 at 11:00 AM** or as per dated extension notice given by High Court, either by registered post/courier services or by hand.

**5. Scope of Work and Terms & Conditions:**

- A. Supply, delivery, installation and commencing of Steel Racks Open with specification angle: 40x40 mm, height: 8.25 feet, shelves: 08, compartments: 07, size: 16x36 inches, gauge: 18) at the High Court of Uttarakhand, Nainital.
- B. Bids must comply with the specification mentioned in e-Tender notice. The bidders must supply and quote specified Steel racks and Bidders may quote their rates inclusive of all taxes and F.O.R. Hon'ble High Court of Uttarakhand, Nainital. if it's not mentioned, it should be treated as inclusive. It may specifically be noted that no charges/escalations in the accepted rates shall be allowed during the validity period.
- C. Department reserves the right to reject any item found to be non-confirming to required quality and specification at the time of supply from the successful bidder.
- D. The bidders may quote the price only in the BoQ Format available in the <http://uktenders.gov.in> Portal. They may quote unit price exclusive of GST and the system will auto populate the total amount inclusive of GST. No payment over and above the prices quoted (except GST) in the Tender shall be made by the Department.
- E. TDS and any other Govt. levies applicable on bill as per Govt. of India/Uttarakhand Government instructions issued time to time shall be deducted.
- F. The contract can be cancelled at any stage, if the performance is not found satisfactory without assigning any reason.
- G. The rate should be quoted as per the proforma. Incomplete tender will be rejected, out rightly.
- H. Each paper of tender document must be signed and stamped.
- I. In case two similar rates are received, Hon'ble High Court will make the decision for awarding the work on the basis of recommendation of the Purchase Committee.
- J. No revision of prices shall be entertained after bids have been opened.
- K. Hon'ble High Court will pay no Advance or Security Deposit.
- L. The bidder shall provide mandatorily an e-mail account in the Tender Application Form (Annexure- I) apart from the telephone numbers of their service agency for lodging of complaints. All complaints shall be attended by the Bidder immediately within 24 hours of lodging (email or telephone), failing which penalty as prescribed in **para 8-R**, shall be imposed on the Contractor and the decision of the Register General, Hon'ble High Court of Uttarakhand shall be final and binding.
- M. The bidder to look after all types of problems in the Steel Racks, which are faced by the end-users.
- N. To maintain highest order of integrity, moral and social responsibility and decorum of the Court.

- O. The price should include supply and installation at the said premises and warranty would commence from the date of commissioning. No delivery charges will be paid extra.
- P. The contract will preferably be awarded to the lowest tenderer amongst the technically qualified bidders.
- Q. The Steel racks, supplied by the bidders should be of best quality and a strict view will be taken if it is found defective at any stage during or after the deliver. The Officer retains the right of taking any action including termination of the contract without assigning any reasons.
- R. The Bids should be signed by the authorized person and his full name, designation, contact no. viz., Telephone/Mobile no. should be indicated below his/her signature.
- S. The Registrar General, High Court of Uttarakhand, Nainital reserves the right to accept or reject any of the tender/bid without assigning any reason to the supplier.
- T. Payment against bill/invoice will be made only after supply/installation and observance of satisfactory quality of the item.
- U. Under no circumstances, shall the successful firm appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice, by the authority that has approved the award of the contract.
- V. This office will not bear any traveling/lodging/boarding expenses of the persons deployed when he/she visits Nainital.
- W. The supply and installation of the Steel Rack so approved by the Department should be completed within 15 days from the date of issue of work order, keeping in view of the urgency of requirement of the said items, failing which the order shall be liable to be cancelled and this office reserves the right to place the order to next bidder. And, short delivery shall be recoverable from the tenderer out of the Security Deposit.
- X. The items as per the approved specifications should be supplied within 15 working days of the issue of the supply order failing which a penalty would be imposed (equal to 1% of indent cost per day of delay, in case of further delay beyond one month the order is liable to be cancelled and the EMD forfeited, if the delay is attributable to the supplier.
- Y. The Steel Racks would be required to be supplied with in 14 days from the issue of supply order. Any loss sustained by the department as a result of non-compliance with delivery schedule, questionable quantity of terms and short delivery shall be recoverable from the bidder out of the security money.
- Z. If the items supplied are not found up to the approved specifications, or, are not delivered within the stipulated time, the security deposit may also be forfeited at the discretion of Hon'ble the High Court.
- AA. The Steel Racks supplied should remain under Warranty period of at least one year.

## **6. Evaluation of Bids:-**

- A.** The Technical Bid will be evaluated as a package simultaneously. It must satisfy all the terms and conditions mentioned in this document and must be accompanied by all the requisite documents.
- B.** Filling up of all the columns in Technical Bid and Price Bid is compulsory.
- C.** In case two similar rates are received, Hon'ble High Court will make the decision for awarding the work on the basis of recommendation of the Purchase Committee.
- D.** No revision of prices shall be entertained after bids have been opened.

## **7. Performance Guarantee (Security Deposit):-**

The successful Bidder shall give performance security separately for the product bids in the form of Fixed Deposit Receipt or unconditional Bank Guarantee from a Nationalized Bank amounting to 10% of the total contractual value in favour of the **Registrar General, High Court of Uttarakhand, Nainital**. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor firm including warranty obligations. The Security Deposit will be refunded only after the expiry of the warranty/guarantee of product. This deposit is liable to be forfeited, if during the period of contract, the services of the contract are found to be unsatisfactory in any respect, and/or if any of the conditions of the contract is contravened/breached, and/or towards any damage caused due to negligence of the contractor or his employees. This forfeiture will be in addition to any action by the High Court of Uttarakhand that the contractor firm may invite upon themselves due to any of the reasons specified above.

## **8. Other terms and conditions:-**

- A.** The signed tender document shall be deemed as agreement between High Court and successful bidder.
- B.** The Registrar General, High Court of Uttarakhand, Nainital reserves the rights to review the performance whenever so desires, and also to terminate the contract at any point of time during the tenure of the contract in case the performance and the service rendered by the contract firm is found to be unsatisfactory, the decision of the Registrar General shall be binding on the tenderer.
- C.** The Registrar General, High Court of Uttarakhand, Nainital has the right of accepting or rejecting any or all tenders without specifying any reason(s) thereof. The Registrar General is under no obligation to accept the lowest tender.
- D.** There is no obligation on the part of the Registrar General, High Court of Uttarakhand, Nainital to inform the unsuccessful Tenderer of the outcome of the Tender process and reasons for rejection of tender.
- E.** Payment term: 100% on successful and satisfactory installation and on the submission of unconditional Bank Guarantee of 10% of the total amount from a nationalization/scheduled bank towards due performance of warranty.

- F.** Payment will be in accordance with Uttarakhand Procurement Rules 2017 (as amended time to time) or decisions of Hon'ble Court.
- G.** The firm shall have to supply the items at High Court of Uttarakhand, Nainital at its own expenses.
- H.** The TDS & GST will be deducted as per provisions of the Income Tax Act.
- I.** In case of pecuniary loss suffered by any of the users/beneficiaries of the High Court of Uttarakhand, Nainital attributed to the Contractor, the Registrar General, High Court of Uttarakhand will have the right to forfeit the Security Deposit and in case the Security Deposit falls short to match the pecuniary loss being insufficient, such balance will be recovered from the payments due to the Contractor.
- J.** The rates offered in the Tender will not be enhanced during the period of contract.
- K.** The rates finally approved/accepted by the High Court of Uttarakhand, Nainital shall be valid for the whole of the contract tenure and no upward revision will be allowed under any circumstances whatsoever.
- L.** The High Court administration will not be responsible for any loss or damage to Bidder material, equipments etc.
- M.** The successful Tenderer will be required to furnish security deposit amounting to 10% of the contractual value within 15 days from the date of acceptance of tender and issue of letter of acceptance/Intent. The security deposit shall be in the form of FDR through any nationalized bank in favour of the Registrar General, High Court of Uttarakhand, Nainital or unconditional Bank Guarantee of any Nationalized Bank of equal amount. The security deposit money/unconditional Bank Guarantee will be refundable only after the expiry of the contract. The security deposit will be forfeited if during the period of contract vendor supplied product and services are found to be unsatisfactory in any respect.
- N.** The Registrar General High Court of Uttarakhand, Nainital can terminate the bid/contract at any time without assigning any reason. In this respect, the decision of the Registrar General, High Court of Uttarakhand, Nainital will be final and binding on the contractor. The Registrar General, High Court of Uttarakhand reserves the right to accept or reject any bid in whole or in part without assigning any reasons thereof.
- O.** The Registrar General, High Court of Uttarakhand reserves the right to blacklist the agency for a suitable period or from further participation in any decision of the Registrar General of the High Court of Uttarakhand shall be final and binding on the firm/agency.
- P.** The bills in triplicate for the maintenance services prepared on the basis of rates will have to be submitted in favour of the Registrar General, High Court of Uttarakhand, Nainital for effecting payment. No advance payment shall be made for the supply.
- Q.** Premature withdrawal of the Tender by the Tenderer shall make him liable for forfeiture of the earnest money.



**R.** Response time, removal of defects etc. must be as under, failing which, penalty mentioned there against shall be levied against the vender.

Response Time		Removal of defects		Extension of time with cogent reasons in writing	Beyond extended time
Not exceeding (From the time of receipt of complaint)	Failing which penalty @ per day per complaint per unit	Within	Failing which penalty @ per day per complaint per unit		
24 Hour	Rs. 200/-	72 Hours	Rs. 200/-	Upto 24 Hours with penalty	Rs. 500/- per day per complaint

- S.** All the pages of the tender document should be serially numbered and duly stamped and signed by bidder.
- T.** The Registrar General, High Court of Uttarakhand reserves right to increase or decrease the purchase quantity at its discretion.
- U.** Any condition or term in the bid of the successful bidder, which is against the basic scope & nature of work or this tender notice or is against principles of Procurement Rules or is against the common rules of business, shall be termed as void ab-initio.

S/d  
Registrar General  
High Court of Uttarakhand,  
Nainital

**ANNEXURE-I**  
**Technical Bid**

**“Supply, delivery, installation and commissioning of Steel racks Open (angle: 40x40 mm, height: 8.25 feet, shelves: 08, compartments: 07, size: 16x36 inches, gauge: 18)”**

SN	Description	Indicate also page no. where attached
1.	Name, address & telephone number of the agency/firm	
2.	Name, designation, address & telephone number of authorized person	
3.	Please Specify As To Whether Tenderer Is Sole Proprietor/Partnership Firm/Private or Limited Company	
4.	Name, address & telephone number of Directors/Partners, Fax No.,	
5.	E-mail address	
6.	PAN Card (attach copy)	
7.	GST Registration No. (attach copy)	
8.	Latest GST Return (Please attach) (if any)	
9.	Previous 03 Financial Year's Income Tax Return. (2019-20, 2018-19, 2017-18)	
10.	Certified Profit & Loss Account of last 03 Financial Year's (2019-20, 2018-19, 2017-18) (attach copy)	
11.	Annual Turnover during last 03 years: 2017-18 _____ 2018-19 _____ 2019-20 _____ (Please attach satisfied copy)	
12.	Experience Certificates of 03 years in supply and providing services in Central Government/State Government/Public Sector Undertakings/ Autonomous Bodies/Nationalized Bank. (attach copy)	
13.	Details of Bid Security/Earnest Money Deposit: a) Amount: b) FDR or unconditional Bank Guarantee: c) Date of issue: d) Name of issuing Bank:	
14.	Details of Tender fees deposit: a) Amount: b) Demand Draft no.: c) Date of issue: d) Name of issuing Bank:	
15.	Valid ISO & OEM Certificate, if any (Please attach copy)	
16.	Notarized affidavit that bidder has not been blacklisted.	
17.	Signed Copy of tender document	

Signature of the Tenderer with Seal

**Declaration by the Bidder:-**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in the tender document and undertake myself/ourselves to strictly abide by them.

**Signature of the Tenderer with Seal**

Note: Please indicate the page numbers where documents are attached. The entire Tender documents should be serially page numbered including enclosures.

<b>Central Government/State Government Departments/Public Sector Undertakings/ Autonomous Bodies/Nationalized Banks. (minimum last three years experiences is essential)</b>				
<b>SN</b>	<b>Name</b>	<b>Contract Amount (in Rs.)</b>	<b>Period</b>	<b>Status</b>

It is certified that the particulars given above are true to the best of my/our knowledge/belief and I/We have read terms/conditions and duties/responsibilities of the Technical Staff to be deputed for the purpose and have also understood the same and to hereby undertake to abide by the same without any reservations on any grounds whatsoever. In case of any breach of the said conditions, I/We shall be responsible for the consequences arising out of such situation(s).

**Date:**  
**Place:**

**Name & Signature of the  
Authorized Signatory of the Agency  
(with Seal of the Agency affixed)**

**CERTIFICATES**

**WE CERTIFY THAT:**

1. We will not LEAK/DISCLOSE any information of the High Court of Uttarakhand to any other institutions/organizations.
2. The rate of TAXES/DUTIES mentioned in the tender is in accordance with the provisions of the rules in all respects and the same is payable to the Authorities.
3. The proposal/tender offered by our firm shall be of the best quality strictly in accordance with the specifications and particulars as detailed in the tender.
4. The information furnished by us in the tender are true and correct to the best of our knowledge and belief.
5. We have read and understood the rules, regulations, terms and conditions of tender as applicable from time to time and agree to abide by them.
6. We shall not disclose any information/data of the High Court to any other third party.

**Authorized Signatory  
(Seal of the Company)**

**ANNEXURE-II**

**Financial - Bid**

<b>Financial Bid for Steel Rack Open “angle: 40x40 mm, height: 8.25 feet, shelves: 08, compartments: 07, size: 16x36 inches, gauge: 18”</b>				
<b>S.N</b>	<b>Item Description</b>	<b>No. of units</b>	<b>Per Unit Price (inclusive all taxes &amp; F.O.R at the High Court of Uttarakhand, Nainital)</b>	<b>Total Amount (inclusive all taxes &amp; F.O.R at the High Court of Uttarakhand, Nainital)</b>
1.	Steel Rack Open (as per above mentioned specifications)	100	-----	-----

Note: A: Actual number of equipment may vary at the time of awarding of contract.  
B: All Duties/Taxes/F.O.R are to be mentioned by the contracting Firm.

All the terms and conditions of the tender for supply, delivery, installation and commissioning of 100 nos. Steel Racks Open “angle: 40x40 mm, height: 8.25 feet, shelves: 08, compartments: 07, size: 16x36 inches, gauge: 18” for the use of the Hon’ble High Court are acceptable to me.

Signature of Contractor with Seal