

HIGH COURT OF UTTARAKHAND

REQUEST FOR PROPOSAL (RFP)

supply of Hand Held Devices for Process Servers and Bailiffs in District Courts of State

Tender Reference Number:

Tender No. eCourt-III/UHC/Hand Held Devices/2023

Office of the Registrar General



HIGH COURT OF UTTARAKHAND

e-mail: highcourt-ua@nic.in

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Section-I NOTICE INVITING e-TENDER

1. INTRODUCTION:

The High Court of Uttarakhand invites eBids in two cover system from the eligible bidders for supply of Hand Held Devices for Process Servers and Bailiffs in District Courts of State.

2. Bidders must read the complete 'Tender Document'.

Bidders must go through the complete Tender Document for details before submission of their Bids.

3. Availability of the Tender Document

The detail of tender document along with terms and conditions of e-tender can be downloaded from "http://uktenders.gov.in" and on the official website of High Court of Uttarakhand, Nainital i.e. "http://www.highcourtofuttarakhand.gov.in".

4. Clarifications

A Bidder requiring any clarification regarding the Tender Document may ask questions in writing/ electronically from Office/ Contact Person as mentioned in TIS. This deadline shall not be extended in case of any intervening holidays. Bidder should specify eTender Number in all your correspondence. Interested parties may view and download the tender document containing the detailed terms & conditions, free of cost from the website <https://www.uktender.gov.in>.

5. Pre-bid Conference:

Bidders are requested to attend a Pre-bid conference for clarification on the Tenders' technical specifications and commercial conditions, on the time, date, and place mentioned in TIS. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical/ commercial specifications/ other conditions shall be entertained.

6. Submission of Bids:

Bids must be uploaded till the deadline for submission mentioned in TIS. If the office happens to be closed on the deadline to submit the bids as specified above, this deadline shall not be extended.

No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause above). Bidder must comply with the conditions of the e-Procurement portal <https://uktenders.gov.in>, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.

7. Bid Opening

Bids received shall be opened online at ***the specified date and time given in TIS***. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.

8. Disclaimers and Rights of High Court of Uttarakhand

The issue of the Tender Document does not imply that the High Court of Uttarakhand is bound to select bid(s), and it reserves the right without assigning any reason to: reject any or all of the Bids, or cancel the tender process; or abandon the procurement of the Services; or issue another tender for identical or similar Services

9. T.I.S.

Bidding schedule is as follows:-

**In case, a bidder fails to submit the Banker's cheque /DD/FD for EMD only, the bid of the bidder shall not be accepted.*

SN	DETAILS	DATE/ TIME
1	Date of release of tender	23/12/2023; 01:00 PM
2	Document download start date	23/12/2023; 01:30 PM
3	Pre-Bid Meeting (<i>Virtual Mode</i>)	27/12/2023; 11:00 AM
4	Bid submission start date	28/12/2023; 01:30 PM
5	Bid submission end date	18/01/2024; 03:00 PM
6	Date of Technical Bid Opening	19/01/2024; 04:00 PM
7	Date of Financial Bid opening	To be specified later
8	Venue of Opening of Bids	High Court of Uttarakhand, Nainital
9	e-tender Fees (Non-refundable)	Rs. 2360/- (Two Thousand Three Hundred Sixty Only)
10	Earnest Money Deposit (E.M.D.) (Refundable)	60,000/- (Sixty Thousand Only)

SECTION-II INSTRUCTIONS TO BIDDERS

1. Clarification on Tender Document

1.1A prospective Bidder requiring any clarification on the Tender Document may submit his queries, in writing, at the High Court of Uttarakhand in the mailing address i.e. cpc-uk@nic.in. The queries must be submitted in the following format (in Excel file, *.xls or .xlsx) only to be considered for clarification:

S N	Section No.	Clause No.	Reference/ Subject	Clarification Sought

1.2 All queries on the Tender Document should be received on or before as prescribed in Section I of this tender document. The High Court shall hold a pre-bid conference (PBC) as per the date mentioned under Section I. Queries not submitted within this deadline or not in the given format may not be taken up at the PBC. High Court of Uttarakhand may choose to do a virtual PBC in case of contingencies and information regarding the same will be published on the portal/website.

1.3 Only two representatives of each prospective bidder shall be allowed to participate in the pre bid conference. Letter from Authorized signatory from the intended bidder will clearly specify the names of the participants.

1.4 High Court of Uttarakhand response (including the query but without identifying the source of inquiry) would be uploaded in the State e-tender portal (URL: <https://www.uktenders.gov.in>). Bidders are responsible for duly checking the above website for any clarifications.

1.5 High Court of Uttarakhand reserves the right to not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it shall be inappropriate to do so or do not find any merit in it.

Note: Inputs/ suggestions/ queries submitted by bidders as part of the pre-bid meeting and otherwise will be given due consideration by the eTender committee, however High Court of Uttarakhand is not mandated to accept any submission made by the bidder and nor the bidder will be given any written response to their submissions. If an input is considered valid by the committee the same will be accepted and incorporated as part of the corrigendum.

2. Eligibility Criteria for Participation in this Tender

Subject to provisions in the Tender Document, Bidder (including any changed name or created a new "Allied Firm" or Technology Partner/Consortium) should meet the eligibility criteria as of the date

of his bid submission and should continue to meet these till the award of the contract-

SN	Eligibility Criteria
a)	The Bidder should be registered under the Companies Act, 1956, or Partnership Act 1932 or registered under LLP Act 2008 should be in existence in India for at least 5 years (as on 31 st March 2023).
b)	Bidder must have GST/ TAN/ PAN registration & Tax Clearance Certificate from the Competent Authority up to March 2023.
c)	Where the bidder is not the OEM, he shall be the authorized dealer/ distributor of products to be supplied and shall submit the bid specific Manufacturers Authorization of for this tender, along with the bid.
d)	The bidder(s) must have average turnover of at least Rs. 50 lakh in last three consecutive financial years.
e)	The bidder shall have Dedicated Toll free supporting number and proper valid Escalation Matrix
f)	The bidder(s) should have ISO 27001:2013 certification (or above).
g)	The bidder(s) should not be debarred/blacklisted in the past by any of the State Governments across the country or Government of India or High Courts or the Hon'ble the Supreme Court of India.
h)	The bidder/OEM must have 24/7 (Or, 8am to 10pm) Toll Free number for service support with minimum Hindi and English languages, the said toll Free number should be listed on OEM website also. It must have also Customer Service online portal with "Live Chat" and "e-mail" option.
i)	Bidder/OEM must have R&D support available locally in India.
j)	The bidder should not from any country which shares land border with india or if so the 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. Bidder should have proper documentation for FNo. 6/18/2019-PPD, Ministry of Finance, Department of Expenditure -Public Procurement Division with respect to restrictions on procurement from a bidder of a country which shares a land border with India.
k)	'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid in procurement as per Government (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP(BE-II) dated 28.05.2018, 29.05.2019, 04.06.2020 and 16.09.2020 to encourage 'Make in India'

3. Cost of Bidding

- (a) The Bidder shall bear all the costs associated with the preparation and submission of the Tender. The High Court of Uttarakhand shall in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- (b) The Bidder shall have to remit Non-refundable Tender Processing Fees of Rs. 2360/- in a separate cover. Tender processing fees must be in the form of Demand Draft in the favor of "**Registrar General, High Court of Uttarakhand**" payable at Nainital along with the covering letter. The bidders are also requested to affix the stamp of their company on the overleaf of demand draft.

4. Bidding Documents

Bidder can download the tender document from <https://www.uktenders.gov.in/> and upload the same on <https://www.uktenders.gov.in/> on or before due date of the Tender. The bids have to be submitted online on "<http://uktenders.gov.in>". Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents, or tender not substantially responsive to the bidding documents in all respect, may result in the rejection of the Tender. Tenders (only in the format issued by this office) are to be filled in legible writing as per the conditions mentioned in the tender form, and the conditions thereof must be accepted and signed by the bidder, failing which the bid will be rejected.

5. Amendment of Bidding Documents

- a) The High Court of Uttarakhand may modify the bidding documents by way of amendment, and uploading it accordingly at any time prior to the deadline for submission of bids, for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidder(s).
- b) All prospective bidder(s) are requested to check the High Court's website and the e-tender website i.e. <https://www.uktenders.gov.in/> for any amendments/corrigendum/modification. Any amendments/corrigendum/modification shall be notified on e-tender website, which shall be binding on the bidders.
- c) In continuation of the amendments/corrigendum/modification of the bidding documents, High Court of Uttarakhand, at its discretion, may extend the deadline for the submission of bids.

6. SECTIONS COMPRISING THE BIDS

6.1 Tender Processing Fees

The original copy of Tender processing fee (non-refundable) is to be furnished to the office of High Court of Uttarakhand in a separate

envelop on or before the date and hour of submission of the tender. In case of non-receipt of **Tender Processing Fees** as mentioned above, on or before last submission date/time of bid, the tender shall be rejected by High Court of Uttarakhand as non-responsive.

7.2 Two bid system

Two covers system/two envelopes system/two bid system shall be followed for the tender: The two covers shall be as below-

(a) Technical bid –Qualification, Technical Proposal, Fee Details, EMD (if and as applicable), essential supported certificates/documents etc are to be submitted by the bidder(s).(**Annexure 'A'**)

(b) Financial bid –Financial Proposal in the given format, termed as Financial Bid (BOQ). (**Annexure 'B'**).

7.3 Road Permit

In case any Road Permit is required for transportation of contracted goods/items/hardware, it shall be the responsibility of the Bidders to make all the arrangements required in advance without any extra cost to the High Court of Uttarakhand. However, High Court of Uttarakhand will provide a letter in support of the purchase, if required, to the Bidders for carrying out the supply and delivery.

7.4 Currency

The prices should be quoted in Indian Rupees. Payment for the supply of equipment as specified in the agreement shall be made in Indian Rupees only. The tender validity shall be for a duration of **180 days** from the last date of submission of tender. However, the bidder shall be bound to provide additional Hand Held Devices (if required) at same rate within the same financial year.

7.5 Earnest Money Deposit (EMD)

The bidder(s) shall have to submit EMD (refundable) of Rs. 60,000/- (Sixty Thousand Only) in the form of DD/BG/FDR of any nationalized/scheduled bank, duly pledged in favor of Registrar General, High Court of Uttarakhand, having a validity of not less than sixty days, on or before date and hours of submission of tender, in a sealed cover at High Court of Uttarakhand office with the heading "EMD". In case of non-receipt of original copy of EMD as mentioned above on or before last submission date/time of bid, the tender shall be rejected as non-responsive.

7.6 Performance Security

The successful Bidder shall submit performance security amounting to 5% of the total contractual value in the form of Fixed Deposit Receipt or unconditional Bank Guarantee from a Nationalized Bank/scheduled bank duly pledged in the favour of 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 warranty obligations of the vendor/vendor. The Security Deposit will be refunded only after the expiry sixty days beyond the date of completion of all warranty obligations. This deposit is liable to be forfeited, if during the period of warranty, the services of the vendor 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.

7.7 Period of Validity of Bids

- a) Bids shall remain valid for 180 days after the last date of tender submission prescribed by the High Court of Uttarakhand. However the bidder shall be bound to provide additional Hand Held Devices (if required) at same rate within the validity period. A Tender valid for a shorter period shall be rejected as non-responsive.
- b) In exceptional circumstances, High Court of Uttarakhand may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Tender security shall also be suitably extended.

7.8 Tender Due Date

- a) Tender bid must be uploaded by bidder(s) not later than the date specified in the e-tender.
- b) The High Court of Uttarakhand may, at its discretion, extend the due date of the tender. In such a case, all rights and obligations of the High Court of Uttarakhand and the bidder(s) which were subject to the previous tender due date, shall thereafter, be subject to the new tender due date as extended.

7.9 Modification and Withdrawal of bids

Modification and withdrawal of bids shall be as per provisions given in Uttarakhand Procurement Rules. The bidder will not be allowed to withdraw or modify the bid in the interval between the deadline for submission of bids and the expiration of the period of tender validity, specified by the bidder. Withdrawal of a Tender during this interval may result forfeiture of EMD/PBG followed by suitable action as deemed fit by High Court of Uttarakhand.

7.10 Opening/Evaluation of Bids

1. The Bid Evaluation Committee (BEC) constituted by High Court, shall open/evaluate the bids. The decision of the evaluation committee in the evaluation of the bids shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the committee.
2. Tender evaluation shall be done on the basis of eligibility criteria, technical specifications, feasibility, suitability and price of individual item. High Court of Uttarakhand reserves its right to award work order as per eligibility/feasibility/suitability and price, for which no claim whatsoever can be raised by the bidder(s). The decision of Registrar General, in this regard shall be final and binding on all the bidders.

8: Contacting High Court of Uttarakhand

- Bidder shall not approach High Court of Uttarakhand officers after office hours and/ or outside High Court of Uttarakhand office premises, in respect of the etender or subject of purchase thereof, from the time of the opening of Tender till the time the Contract is awarded.

- Any effort by a bidder(s) to influence High Court of Uttarakhand's officers in the decisions on Tender evaluation, tender comparison or contract award may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the High Court of Uttarakhand, it should do so in writing.

8.1: Award of contract

- a) Award Criteria:** The Criteria for selection shall be based on the evaluation criteria decided by High Court of Uttarakhand.
- b)** High Court will award the contract to the successful bidder, on the basis of bid evaluation. It will not be binding upon the High Court, to accept the lowest bid. The decision of Registrar General, High Court of Uttarakhand in this regard shall be final and binding.
- c)** The quantity of the item(s) may decrease or increase at any time, depending upon the requirements/grants available with the purchaser(s), which shall be binding on the bidder(s). The bidder will have to supply the additional goods/items on the same rates during the validity period. The bid validity shall be 180 days.
- d)** In case, if the first bidder(s) (selected as per the criteria list) does not accept/execute/fulfill the terms/conditions of tender/work order, or is found to be involved in corrupt and/or fraudulent practices, the next bidder(s) in the list shall be awarded the contract as per suitable provisions provided in the Uttarakhand Procurement Rules.

9: REJECTION/ACCEPTANCE OF BIDS

Registrar General, High Court of Uttarakhand reserves the right to reject or accept any bid, and to cancel the bidding process and reject all the bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

7. Sub-Contracting will not allow.

SECTION-III

GENERAL AND SPECIFIC CONDITIONS OF CONTRACT

1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- 1.1** "The High Court" means High Court of Uttarakhand at Nainital.
- 1.2** "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the High Court of Uttarakhand .
- 1.3** "Representative of High Court of Uttarakhand" means the person or the persons appointed by the High Court of Uttarakhand from time to time to act on its behalf for over all co-ordination, supervision, and project management including High Court of Uttarakhand Technical Representative.
- 1.4** "Technology Provider/OEM" means the Original Equipment Manufacturer of any equipment / system /software / product that is providing such goods/solution to the Bidder under the scope of this Tender / Contract.

- 1.5** "Bidder/Bidder's Representative/Project Coordinator" means the person or the persons appointed by the Bidder from time to time to act on its behalf for overall coordination, supervision and project management.
- 1.6** "Parties" means the High Court of Uttarakhand and the Bidder and "Party" means either of the Parties.
- 1.7** "Contract" means the Agreement entered into between the Bidder and the High Court of Uttarakhand as recorded in the Contract form signed by the High Court of Uttarakhand and the Bidder including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.
- 1.8** "Acceptance of Tender" means the letter/fax or any memorandum communicating to the Tenderer, the acceptance of his tender, and includes an advance acceptance of his tender.
- 1.9** "Business Day" means any day that is not a Sunday or a public holiday (as per the official holidays observed by High Court of Uttarakhand).
- 1.10** "Confidential Information" means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any other person who is covered within the ambit of the High Court of Uttarakhand 's legislation including any such information that may come to the knowledge of the Parties hereto / Bidder's Team by virtue of this Contract that:
- 1.10.1 is by its nature confidential or by the circumstances in which it is disclosed confidential; or
- 1.10.2 is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract;
- 1.11** "System" means all of the goods or services, if required under the scope of this contract together as an integrated solution.
- 1.12** "Commissioning of System": The system shall be deemed to have been commissioned, when all the activities as defined in the Scope of Work have been successfully executed and completed.
- 1.13** "Acceptance of System": The system shall be deemed to have been accepted by the High Court of Uttarakhand, subsequent to its commissioning, when all the activities as defined in Section IV - Scope of Work have been successfully executed and completed.
- 1.14** "Document" means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or micro film or computer-generated micro fiche.
- 1.15** "Effective Date" means the date on which this Contract is signed and executed by the parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date;
- 1.16** "Intellectual Property Rights" means any patent, copyright, trademark, trade name, service marks, brands, propriety information, software whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

- 1.17** "Kick Off Meeting" means a meeting convened by the High Court of Uttarakhand to discuss and finalize the work execution plan and procedures with the Bidder.
- 1.18** "Service" means services to be provided as per the requirements / conditions specified in this tender / contract. In addition to this, the definition would also include other related/ancillary services that may be required to execute the scope of work under this contract including the goods.
- 1.19** "Service Specification" means and includes detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract, as well as those specifications relating to Industry standards and codes applicable to the performance of the work, work performance quality and specifications affecting the work or any additional specification required to be produced by the Bidder to meet the design criteria.
- 1.20** "The Contract Value" means the price payable to the Bidder under this Contract for the full and proper performance of its contractual obligations. The Contract Value shall be equal to the total Bid Price.
- 1.21** "Delivery of System" shall be deemed to have completed when the Delivery of all the goods/items under the proposed bill of material has reached the designated Data Center Site for installation.
- 1.22** "Notice" means: notice; or consent, approval or other communication required to be in writing under this Contract.

2. LIQUIDATED DAMAGE CLAUSE & DELIVERY RELATED PENALTY

- 2.1** Successful Bidder/Vendor shall be required to perform all activities/services as per tender document. If the Successful Bidder fails to do so, the Contract may be terminated by the Registrar General, High Court of Uttarakhand by giving 15 days written notice and liquidated damages @0.5% of contract value may be imposed.
- 2.2** The successful Bidder/Vendor shall complete the installation and configuration within given time frame. Any delay beyond stipulated period shall attract additional penalty @ 0.5% per week of order value.
- 2.3** The High Court of Uttarakhand reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the High Court of Uttarakhand to the firms.
- 2.4** However, the High Court of Uttarakhand may, at its discretion, waive the liquidated damages in case the delay is not attributable to the successful Bidder/vendor.

3. TAXES & DUTIES

Successful Bidder/Vendor shall be liable for all the taxes and duties on the work order. Bidder who does not hold a valid Permanent Account Number (PAN)/ Tax Identification Number (TIN) and who are not

registered under the GST prevalent in the State where his business is located shall not be eligible for bidding.

4. INSURANCE:

The items supplied under this Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges shall be borne by the Vendor. The Purchaser shall not be required to pay such charges, if incurred by the Vendor. The goods shall be delivered at the destination in perfect condition.

5. TRANSPORTATION

The vendor/ successful bidder shall be responsible for the proper packing of the items, so as to avoid damage under normal conditions of transport by rail and road or air or sea, and delivery of the items in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the successful bidder/vendor shall be liable to make good such loss and shortage found at the checking/ inspection of the items by the consignee. No extra cost on such account shall be admissible. All items must be sent freight paid (**FOR** -> Freight on Road).

6. PAYMENTS TERMS

- i.** The standard payment terms of the Court are subject to general principle of payment under the Uttarakhand Procurement Rules, 2017, as prescribed by the Government of Uttarakhand or the General Finance Rules, Government of India, whichever applicable to the present e-tender. All the payments will be made by High Court of Uttarakhand, Nainital. Successful Bidder/Vendor will be required to furnish a self declaration regarding completion of work assigned to him.
- ii.** The vendor's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods/items delivered and related services performed, and by the required documents submitted pursuant to general conditions of the Purchase Order and upon fulfillment of all the obligations stipulated in the Purchase Order.
- iii.** The successful Bidder/Vendor must accept the payment terms proposed by the Court. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Court. Any deviation from the proposed payment terms would not be accepted. The Court shall have the right to withhold any payment due to the successful Bidder/Vendor, in case of delays or defaults on the part of the latter. Such withholding of payment shall not amount to a default on the part of the Court.
- iv.** All Payments will be made to the successful Bidder/Vendor in Indian Rupee (INR) only.
- v.** All remittance charges shall be borne by the successful Bidder/Vendor.
- vi.** Payment in case of those goods which need testing shall be made only

when such tests have been carried out, and the test results received conforming to the prescribed specification.

- vii.** Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, may be deducted from the payments for the respective milestones, in addition to other modes of recovery.
- viii.** Due to financial year end exigency, if Advance Payment needs to be made (subject to approval of competent Authority) to supplier/vendor then the supplier/vendor shall submit a Bank Guarantee of equal amount to the consignee / High Court of Uttarakhand. The aforementioned bank guarantee submitted by vendor/supplier shall be returned only after satisfactory completion of work.
- ix.** In case of Site Not Ready (SNR) or any other issue due to which installation could not be completed, the decision of Registrar General or other Competent Authority of the High Court of Uttarakhand as determined by the Hon'ble chief Justice, shall be final and binding on the successful Bidder/ vendor, with regard to release of payments.
- x.** Taxes (work contract tax, service tax, GST, income tax, etc.), as applicable, shall be deducted at source, from due payments, as per the prevalent rules and regulations.

7. Taxes

- 7.1** Income tax/GST/TDS as the case may be, shall be deducted at source by High Court of Uttarakhand from all the payments made to Bidder according to the Income Tax Act, unless valid and complete documents for IT exemption are submitted by the Bidder prior to release of payment. A certificate shall be provided by High Court of Uttarakhand to the Bidder for any tax deducted at source.
- 7.2** The Bidder shall bear all taxes and duties etc. levied or imposed on the Bidder under the Contract including but not limited to GST and all Income Tax levied under Indian Income Tax Act -1961 or any amendment thereof during the entire contract period, i.e., on account of material supplied and services rendered and payments received by him from the High Court of Uttarakhand under the Contract. The amount of tax withheld by the High Court of Uttarakhand shall at all times be in accordance with Indian Tax Law and the High Court of Uttarakhand shall promptly furnish to the Bidder original certificates for tax deduction at source and paid to the Tax Authorities.
- 7.3** If there is any reduction in taxes / duties/levies due to any reason whatsoever, after Notification of Award, the difference shall be passed on to the High Court of Uttarakhand. In case of increase in taxation, High Court of Uttarakhand shall pay the tax as applicable.
- 7.4** The Bidder agrees that he and his Team shall comply with the Indian Income Tax act in force from time to time and pay Indian Income Tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.
- 7.5** The High Court of Uttarakhand shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

8. Adherence to safety procedures, rules regulations and restrictions

- 8.1** Bidder shall comply with the provision of all laws including labor laws, rules, regulations and notifications issued there under from time to time. All safety and labor laws enforced by statutory agencies and by High Court of Uttarakhand shall be applicable in the performance of this Contract and Bidder shall abide by these laws.
- 8.2** Bidder shall take all measures necessary to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. High Court of Uttarakhand's employee also shall comply with safety procedures/policy.
- 8.3** The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- 8.4** Bidder shall also adhere to all security requirement/regulations of the High Court of Uttarakhand during the execution of the work.

9. Statutory Requirements

During the tenure of this Contract nothing shall be done by the Bidder in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep High Court of Uttarakhand indemnified in this regard.

10. High Court of Uttarakhand's Right of Inspection of Goods before Delivery

10.1 The High Court of Uttarakhand reserves the right to inspect and monitor/assess the quality of goods before delivery.

11. Intellectual Property Rights

High Court of Uttarakhand shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, products, software, specifications, reports, diagrams and other documents which have been developed by the Bidder during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract.

12. Ownership of Equipment/licenses

12.1 The High Court of Uttarakhand shall be the owner of the Infrastructure, equipments, design, data etc, supplied by the Bidder arising out of or in connection with this Contract except instruments for scanning.

12.2 All the Licensees should be in the name of High Court of Uttarakhand at Nainital.

12.3 Licenses should be perpetual in nature with major security and upgrades provided to the Tendering Authority with perpetual rights to use the software during the project period.

12.4 Note: All the equipment's (Hardware, Software etc.) should be OEM certified.

13. Indemnity

13.1 The Bidder will indemnify the High Court of Uttarakhand from and against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/manpower etc. and related services or any part thereof. High Court of Uttarakhand /User department stand indemnified from any claims that the hired manpower / Bidder's manpower may opt to have towards the discharge of their duties in the fulfillment of the purchase orders. High Court of Uttarakhand/User department also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower / Bidder's manpower while discharging their duty towards fulfillment of the purchase orders.

13.2 The Bidder shall execute and furnish to the High Court of Uttarakhand, a Deed of Indemnity in favor of the High Court of

Uttarakhand in a form and manner acceptable to the High Court of Uttarakhand, indemnifying the High Court of Uttarakhand from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

- 13.2.1** Any negligence or wrongful act or omission by the Bidder or the Bidder's Team or any third party in connection with or incidental to this Contract; or
- 13.2.2** Any breach of any of the terms of the Bidder's Bid as agreed, the Tender and this Contract by the Bidder, the Bidder's Team or any third party.
- 13.3** The indemnity shall be to the extent of 100% in favor of the High Court of Uttarakhand and would be in conjunction to as mentioned in eTender of this section.

14. Confidentiality

- 14.1** The Bidder shall not use Confidential Information, the name or the logo of the High Court of Uttarakhand except for the purposes of providing the Service as specified under this contract.
- 14.2** The Bidder shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services, Contract or the hardware architecture or network architecture, High Court of Uttarakhand's business or operations without the prior written consent of the High Court of Uttarakhand .

15. Warranty

- 15.1** Warranty and Annual Maintenance support on all goods supplied under this contract shall be provided by the respective Original Equipment Manufacturer (OEM) through Bidder's engineers till the end of the Contract.
- 15.2** Technical Support for software shall be provided by the respective OEM for till the end of the contract period. The Technical Support should include all updates and patches to the respective Software for the above stated period.

16. Dispute Resolution

- 16.1** The High Court of Uttarakhand and the Bidder shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.
- 16.2** If, after 15 days from the commencement of such direct informal negotiations, the High Court of Uttarakhand and the Bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution
- 16.3** That in case of any dispute arising between the parties with reference to the contract, interpretation of the terms or any claim whatsoever, any person appointed on mutual consent shall be the sole Arbitrator to decide the matter and the provisions of Arbitration and Conciliation Act 1996 shall be applicable. The firm shall have no

objection to the Designated Arbitrator or other appointed person as Arbitrator by him. The place of Arbitration proceedings shall be at Nainital.

16.4 The Arbitration and Conciliation Act 1996, the rules hereunder and any statutory modification or reenactments thereof, shall apply to the arbitration proceedings.

16.5 The Arbitration proceedings shall be held in Nainital, India.

16.6 The Arbitration proceeding shall be governed by the substantive laws of India.

16.7 The proceedings of Arbitration shall be in English language.

16.8 If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

16.9 The Arbitral Tribunal shall give reasonable award and the same shall be final, conclusive and binding on the parties.

16.10 The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

17. Severance

In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

18. Governing Language

The Agreement shall be written in English language. Such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English/Hindi language only.

19. Publicity

The Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the High Court of Uttarakhand first gives the Bidder its written consent.

20. Force Majeure

20.1 Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.

20.2 The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The High Court of Uttarakhand will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

20.3 In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

21. General

21.1 No Assignment

The Bidder shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the High Court of Uttarakhand .

21.2 Entire Contract

The terms and conditions laid down in the Tender and all annexure thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.

21.3 Governing Law

This Contract shall be governed in accordance with the laws of India.

21.4 Jurisdiction of Courts

The Court situated in Nainital Shall have exclusive jurisdiction to determine any proceeding in relation to this Contract.

21.5 Compliance with Laws

The Bidder shall comply with the laws in force in India in the course of performing this Contract.

21.6 Waiver

21.6.1 Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

21.6.2 A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

21.6.3 The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

21.7 Modification

Any modification of this Contract shall be after mutual agreement in writing and signed by authorized representatives of each Party.

21.8 Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

SECTION-IV

Schedule of Delivery including Scope

1. The successful bidder/Vendor is expected to carry out all the activities covering supply of the goods/items/hardware i.e. Hand Held Devices as per specifications mentioned in the **Annexure 'C'**, including supply, delivery, installation support (if required). The actual quantity of goods/items may increase/decrease at the time of award of work order. The successful bidder/vendor shall also be bound to provide the Hand Held Devices at the same rate as quoted for this bid, in case of additional requirement of Hand Held Devices during the validity period.

2. DELIVERY SCHEDULE:

The successful Bidder/Vendor shall ensure that all the required quantities of the ordered goods/items are delivered to the desired locations i.e. as provided in **Annexure-D**

3. Delivery Process

- a) All aspects of safe delivery of the goods/items shall be the exclusive responsibility of the Vendor (successful bidder).
- b) The Vendor must apply to the respective authority for issue of road permit/way-bill *etc.*, in time.
- c) Delay on account of getting relevant permits shall not make Vendors' eligible for waiver of penalties.
- d) Delivery of the Goods shall be made by the vendor in accordance with the terms of the Purchase Contract. The Vendor shall take responsibility of the Goods till they reach the delivery destinations as informed by the Court. Transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract,

shall be arranged by the Vendor. The Vendor shall organize the Road Permits wherever required.

- e) The Vendor should provide full online/remote support in installation of goods/items at specified site without any additional charge.
- f) It shall be the responsibility of the Vendor to deliver the goods in time.
- g) The contract for the supply can be repudiated at any time by the High Court of Uttarakhand, if the supplies are not made to the satisfaction of Hon'ble Court after giving an opportunity to the successful bidder/Vendor of being heard and recording the reasons for repudiation.
- h) The Vendor/ successful bidder shall arrange to supply the ordered goods/items as per specifications within the specified delivery/completion period at various sites/locations mentioned in the bidding document and/or contract.
- i) If the goods/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.
- j) **Shifting the place of delivery destination:**
High Court of Uttarakhand shall be free to shift/change the place of delivery. The successful/ bidder/Vendor shall provide all assistance including transportation in shifting of the delivered Goods/items.

4. Terms of Execution & Delivery Time Schedule:

- a) The successful Bidder/Vendor shall deliver the goods/items within 5 weeks from the date of the issuance of work order. In case of delay in delivery of goods/items, penalty shall be charged as mentioned in LD (Liquidated Damages) clause.
- b) Part of the week shall be considered as full week. Only business days would be calculated within the week, excluding holidays.
- c) The Vendor should have adequate number of qualified/certified and experienced resources with requisite skills required to manage the delivery/ Installation Setup as per the scope of the project.
- d) Depending upon the intervening circumstances, the High Court in its discretion may increase/decrease the time period given for delivery and installation of goods/items.

5. INSTALLATION PROCESS

- (i) During the installation at site, if any item is found defective or broken, it shall be replaced with new one by the successful bidder/Vendor at its own cost and risk within 7 days from the date on which the Vendor has been informed of such damage.
- (ii) Consolidated Installation report (as per the format given below) based on the successful installations of the individual item, duly signed by the competent authority of the concerned site/location shall be submitted to the High Court by the Nodal officer.

6. Supply and Delivery of Goods/items

The successful bidder/Vendor shall ensure supply of all the required quantities of items at the locations as mentioned in the '**Annexure-D**' having the Specifications as provided in '**Annexure-C**'.

The successful bidder/vendor will conduct 100% quality inspection and testing to ensure that each and every item complies with the specifications given in '**Annexure-C**' and ensure that there should not be any physical damage(s) and shall contain all the required goods/items accessories before declaring the all goods/items as "Ready for delivery".

7. Scope of Supply

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied, shall be as specified in the bidding document.
- b) The successful bidder/vendor shall be responsible for Supply and Installation of the items with proper tagging bearing name of person, default PIN, service center number etc, at the locations as mentioned in the '**Annexure-D**' and provide online support, Operation of Call/ Service Center for Grievance Redressal and support at the High Court and respective District/Taluka Court sites in Uttarakhand for smooth operations with required warranty and Operational support from the date of Supply of listed Hardware as per this e-tender.
- c) The successful bidder shall communicate with the representative of Court (i.e. Nodal officer) nominated for said purpose at each location, and provide full support in installation of Hand Held Devices. The representative nominated for this purpose will render required support to the successful bidder and will provide all the required details of concerned officers of their respective location. The detail of nodal officer will be provided to successful bidder at the time of award of work order.
- d) The bidder(s) shall not quote and supply any hardware/ software that is likely to be declared as End of Sale/ End of Life in coming 3 years and End of Service/ Support in coming 2 years from the date of tender submission. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support in the period mentioned above, then the successful bidder/vendor shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser, or the vendor shall undertake to

keep the good/item/hardware in full working condition till the end of 02 years as mentioned above.

SECTION-VI ANNEXURES

Checklist

SN	PARTICULARS	PAGE NUMBER (From.....To.....)
1.	Tender Fee (Demand Draft) of Rs. 2360/- (Two Thousand Three Hundred Sixty Only) (Non-refundable) payable in the name of "Registrar General, High Court of Uttarakhand, Nainital" payable at Nainital. Original copy of DD should be submitted in separate envelope before last date/time of submission of tender.	
2.	EMD of Rs. 60,000/- (Sixty Thousand only) in the form of DD/BG/FDR. Original copy of EMD should be submitted in separate envelope before last date/time of submission of tender.	
3.	Document of proof of Date of Establishment of firm	
4.	Documents showing office address with phone numbers, fax number, mobile number and name of the contact person.	
5.	Certificate of average turn over to the tune of at least Rs. 50 Lakh in last 3 consecutive years, duly certified by C.A. (Certificate from CA be attached. Please do not attach Balance Sheets)	
6.	PAN of the firm (Enclose Copy)	
7.	Registration with concerned Government Authorities (Incorporation of Company) (copy to be enclosed).	
8.	TAX Registration Number (Enclose Copy), i.e. GSTIN etc.	
9.	Documents related to 5 years' Experience as OEM/Company/Distributor. (Enclose Copy)	
10.	Bid specific valid Manufacturer Authorization of C.A. for this tender. (Copies to be enclosed)	
11.	Document regarding Toll Free number for service support with minimum Hindi and English languages with "Live Chat" and "e-mail" option.	
12.	Document regarding R&D support available locally in India.	
13.	Document regarding compliance of FNo. 6/18/2019-PPD, Ministry of Finance, Department of Expenditure - Public Procurement Division with respect to restrictions on procurement from a bidder of a country which shares a land border with India.	
14.	ISO 27001:2013 certificate (or above). (Copies to be enclosed)	
15.	Documents related to the support/logistics for entire state of Uttarakhand (Enclose copy)	
16.	Document for being Non-Black listed in the past by any of the State Governments across the country or Government of India or High Courts or Hon'ble the Supreme Court of India. (Enclose copy)	
17.	Document showing the details of authorized person to sign and participate in the tender (Enclose copy)	
18.	Compliance sheet of technical specifications of offered product	
19.	Brochures of offered product, if any	
20.	Tender Document Duly Signed & Stamped.	

Annexure 'A'

SNo.	Particulars	To be filled by the bidder	
(a)	Name of the Agency		
(b)	Whether Demand draft of Rs. 2,360/- (non refundable) payable in the name of Registrar General, High Court of Uttarakhand, Nainital is attached along with the tender as tender fee.		
(c)	Whether EMD of Rs. 60,000/- is attached along with tender documents.		
(d)	Date of establishment of the firm		
(e)	Where the bidder is not the OEM, he shall be the authorized dealer/ distributor of products to be supplied and shall submit the Manufacturers Authorization of CA for this tender, along with the bid. (Copy to be enclosed).		
(f)	Office address of the firm with office telephone number, fax number and mobile number and name of the contact person		
(g)	The bidder(s) must have average turnover of at least Rs. 50 lakh in the last three financial years. (Attach relevant Certificate of turn over duly certified by C.A. No Balance Sheet be attached).	FY.....	Rs.
		FY.....	Rs.
		FY.....	Rs.
(h)	Registration with concerned Government Authorities. (copy to be enclosed).		
(i)	PAN (copy to be enclosed)		
(j)	Tax Registration Number (copy to be enclosed).		
(k)	The bidder(s) should be an OEM/Company/Distributor having experience of minimum 3 years in India and registered with the Competent Authority as per the norms set by the Government of India or respective State Government. (copy to be enclosed).		
(l)	The bidder(s) should have ISO 27001:2013 certification. (copy to be enclosed).		
(m)	The bidder shall have Dedicated Toll free supporting number, proper valid Escalation Matrix and support centers/logistics for the entire state of Uttarakhand. (Copy to be enclosed)		
(n)	The bidder(s) has not been blacklisted in the past by any of the State Governments across the country or Government of India or High Courts or Hon'ble the Supreme Court of India. (copy to be enclosed).		

Note:- In case of any confusion/misinterpretation/typographical mistakes etc. in this tender document, the decision of Registrar General, High Court of Uttarakhand shall be final and binding.

Annexure 'B'

Tender Inviting Authority: Registrar General, High Court of Uttarakhand, Nainital					
Name of Work: Supply, Installation support (if required) of Hand Held Devices					
Contract No: eCout-III/UHC/Hand Held Devices/2023					
Name of the Bidder/ Bidding Firm / Company :					
<u>PRICE SCHEDULE</u>					
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)					
S N	Item Description	Quantity	BASIC RATE inclusive of all Taxes In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT inclusive of all Taxes in Rs. P	TOTAL AMOUNT inclusive of all Taxes In Words
1	2	3	4	5	6
1	Hand Held Devices	221*			
Total in Figures					
Quoted Rate in Words					

Note:- The aforesaid quantity is tentative and the actual quantity of goods/items may increase/decrease. The successful bidder/vendor shall also be bound to provide the Hand Held Devices at the same rate as quoted for this bid, in case of additional requirement of Hand Held Devices during the validity period of bid.

Annexure 'C'

S. n o.	Parameters	Minimum Specifications	Compliance (Yes/No)
1	Operating System (OS)	Android 13 or above	
2	Processor	Qualcomm, MediaTek, tensor, or Apple	
3	RAM	6 GB or higher with Virtual RAM minimum 4 GB	
4	Storage	128 GB With support to expandable storage through micro SD cards up to 512 GB	
5	Display	Minimum 6.1 inches	
6	Screen Resolution	Full HD (1920x1080 pixels) or higher, Capacitive, Multi-touch, minimum 60 Hz refresh rate. Minimum 500 Nits brightness.	
7	Camera	Minimum Dual camera setup having Rear minimum 48 Megapixel + 2 Megapixel and front 12 Megapixels having good low-light performance, image stabilization, High Dynamic Range mode (HDR), autofocus, and various shooting modes i.e. photo, portrait, night, panorama etc. Full HD video recording 30 FPS with rear and HD video recording with front camera. LED Rear flash	
8	Battery	Minimum 5000 MAH, fast charging minimum 20 watt.	
9	Connectivity	Dual SIM, 5G/4G/3G cellular networks, Wi-Fi, Bluetooth 5.0 or above, NFC (optional), and GPS. USB Type-C or micro-USB ports	
10	Security	PIN, Password, pattern with Fingerprint sensors (on screen or side mounted or back panel) or facial recognition	
11	Comprehensive On SiteWarranty	Three (3) Years with battery	
	Certifications	<ul style="list-style-type: none"> ✓ BIS Registration ✓ Availability of service centers all over India ✓ CE certification ✓ CB/UL certification 	

		✓ FCC certification ✓ ROHS certification	
12	Good quality Case/cover with protective film/tempered glass on the screen	Yes	

Note: *All the above mentioned information should be read as same or above.*

Annexure 'D'

<u>Name of District</u>	<u>Name of Court Complex</u>	<u>Complex wise Count of Hand Held Devices</u>	<u>District wise Total count of Hand Held Devices</u>
Almora	Civil Court Ranikhet	17	43
	District Court Complex Almora	25	
	Family Court Almora	1	
Bageshwar	District Court Bageshwar	8	8
Chamoli	District Court Complex	14	14
Champawat	Champawat		6
	Civil Court Tanakpur	1	
	District Court Champawat	5	
Dehradun	Civil Court Mussorie	1	27
	Civil Court Rishikesh	1	
	Civil Court Vikasnagar	1	
	District Court Dehradun & FTC Court Dehradun	22	
	Family Court Dehradun	1	
	Family Court Vikasnagar	1	
Haridwar	CIVIL COURT LAKSAR	1	19
	CIVIL COURT ROORKEE	6	
	District Court Haridwar	12	
Nainital	Civil Court Haldwani	8	20
	Family Court Nainital	1	
	Headquarter Nainital	11	
Pauri Garhwal	Civil Court Complex Kotdwar	3	20
	Civil Court Complex Lansdowne	3	
	Civil Court Complex, Srinagar	1	
	Civil Court Lansdowne		
	Civil Court Complex kotdwar		
	District Court Complex, Pauri	12	
	Family Court Pauri Garhwal		
	Family Court, Pauri	1	
Pithoragarh	Civil Court Complex Dharchula	1	12
	Civil Court Complex Didihat	2	
	Civil Court Complex Gangolihat	1	
	District Court Complex Pithoragarh	8	
Rudraprayag	District Court Rudraprayag	6	6
Tehri Garhwal	Civil Court Complex	1	21

	Kirtinagar		
	Civil Court Complex Narendra Nagar	1	
	District Court Complex Tehri Garhwal	18	
	Family Court Tehri Garhwal	1	
US Nagar	Civil Court Bazpur	4	22
	Civil Court Jaspur	2	
	Civil Court Kashipur	2	
	Civil Court Khatima	1	
	Civil Court Kichha	2	
	Civil Court Sitarganj	2	
	District Court Udham Singh Nagar	5	
	Family Court I, Rudrapur, Udham Singh Nagar	1	
	Family Court II, Rudrapur, Udham Singh Nagar	1	
	Family Court Khatima	1	
	Family court kashipur	1	
Uttarkashi	Civil Court Complex Purola	1	3
	District Court Complex Uttarkashi	2	

Note:-The aforementioned list is tentative. The final list of location and Judicial officers/staff will be provided to successful bidder at the time of issuance of work order.

Format 1: Contract Form

The Registrar General,
High Court of Uttarakhand, Nainital.

Contract No..... dated.....

To
[Complete Detail/address of the contractor]

Subject: -----

Ref:

1. *This office' Letter of Award (LoA) No..... dated*
2. *This office Tender Document No. Tend No./ xxxx; Tender Title:....., dated..... and subsequent Amendment No....., dated..... (If any). (Hereinafter referred to as 'the Tender Document')*
3. *Your Tender No..... dated..... and subsequent communication(s)/ Revised Offer No..... dated, exchanged between you and this office in connection with this tender. (Hereinafter referred to as 'Your Offer')*

Dear Sir/ Madam,

Your bid referred above, read with subsequent letters mentioned above, for the Goods stipulated in the Schedules annexed herewith, have been accepted. Terms and conditions in this Contract and the documents listed in the clause below shall apply.

2. Terms and conditions in the documents mentioned under Reference no: 1, 2 and 3 above (including General and Special Conditions of Contract) shall also be part of this contract.

Note: The words, expressions, definitions, and abbreviations used in this contract shall have the same meanings as are respectively assigned to them in the General Condition of Contract of 'the Tender Document'.

(Signature, name and address of [Procuring Entity]'s authorized official)

For and on behalf of.....

Received and accepted this contract

(Signature, name, and address of the contractor's executive duly authorized to sign on behalf of the contractor)

For and on behalf of

(Name and address of the contractor)

.....

(Seal of the contractor)

Place:_____ Date:

Format 2: Bank Guarantee Format for Performance Security

To
The Registrar General,
High Court of Uttarakhand, Nainital.

Whereas..... (name and address of the contractor)
(hereinafter called "the contractor") has undertaken, in pursuance of contract no
date..... to supply (description of goods and Works/ Services)
(hereinafter called "the contract").

And Whereas you have stipulated it in the said contract that the contractor shall furnish
you with a bank guarantee by a Commercial bank for the sum specified therein as
security for compliance with its obligations as per the contract;

And Whereas we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on
behalf of the contractor, up to a total of(amount of the
guarantee in words and figures), and we undertake to pay you, upon your first written
demand declaring the contractor to be in default under the contract and without cavil or
argument, any sum or sums within the limits of (amount of guarantee) as aforesaid,
without your needing to prove or to show grounds or reasons for your demand or the
sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor
before presenting us with demand.

We further agree that no change or addition to or other modification of the terms of the
contract to be performed thereunder or of any of the contract documents which may be
made between you and the contractor shall in any way release us from any liability
under this guarantee, and we hereby waive notice of any such change, addition, or
modification.

This guarantee shall be valid until theday of20.....
Our.....branch at.....*(Name & Address of the
.....*(branch) is liable to pay the guaranteed amount depending on the filing
of a claim and any part thereof under this Bank Guarantee only and only if you serve
upon us at our* branch a written claim or demand and received by us at our
.....* branch on or before Dt..... otherwise, the bank shall be discharged of
all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of Branch

**Preferably at the headquarters of the authority competent to sanction the expenditure
for the procurement of goods or at the concerned district headquarters or the state
headquarters.*

Sd/-

**Registrar General
High Court of Uttarakhand,
Nainital-263001.**