



**REQUEST FOR PROPOSAL
FOR
HIRING OF 6 (SIX) DIGITAL PHOTOCOPIER MACHINES ON RENTAL PER PAGE/COPY
BASIS FOR A PERIOD OF 3 YEARS AT HIGH COURT OF UTTARAKHAND, NAINITAL
OFFICE OF THE REGISTRAR GENERAL
HIGH COURT OF UTTARAKHAND, AT NAINITAL
E-MAIL: CPC-UK@NIC.IN**

**TENDER REFERENCE NUMBER: 042026/UHC/IT/PHOTOCOPIER/2026
TENDER ID: 2026_HCUK_94871**

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SECTION I: NOTICE INVITING TENDER (NIT)

1. Notice Inviting Tender (NIT)

High Court of Uttarakhand intends to invite proposal for **Hiring of 6 (Six) Digital Photocopier Machines on rental basis (per page/copy basis)** for the use of Hon'ble High Court of Uttarakhand at Nainital, in two cover system (Technical & Financial) from the vendors having capability of the same in all aspects. Interested and eligible bidders are requested to go through the assignment specifications, terms and conditions, and various performance's for submitting the tender offer are described in this RFP document.

2. The Tender Document

2.1 Bidders must read the complete 'Tender Document'.

This NIT is an integral part of the Tender Document and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids. 'Tender Information Summary' (TIS) appended to this notice gives a salient summary of the tender information. Any generic reference to NIT shall also imply a reference to TIS as well. However, Bidders must go through the complete Tender Document for details before submission of their Bids.

2.2 Availability of the Tender Document

The Tender Document shall be published on the "<http://uktenders.gov.in>" and on the official website of High Court of Uttarakhand, i.e. "<http://www.highcourtofuttarakhand.gov.in>". It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in TIS. Unless otherwise stipulated in TIS, the downloaded Tender Document is free of cost. If the High Court of Uttarakhand happens to be closed on the deadline for submitting the bids as specified above, this deadline shall **not** be extended. Any query/ clarification regarding downloading Tender Documents and uploading Bids on the e-Procurement portal may be addressed to the Help Desk.

2.3 Clarifications

A Bidder requiring any clarification regarding the Tender Document may ask questions in writing/ electronically from Office/ Contact Person as mentioned in TIS, provided the questions are raised before the clarification end date mentioned in TIS (or if not mentioned, before 7 days of the deadline for the bid submission). This deadline shall not be extended in case of any intervening holidays.

3. Eligibility Criteria for Participation in this Tender

Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria. Bidder should meet the following eligibility criteria as of the date of his bid submission and

should continue to meet these till the award of the contract. Bidder unless otherwise stipulated in TIS/ AITB:

(i) must be:

- (a)** a natural person, private entity, public entity (State-owned enterprise or institution),
- (b)** Unless permitted explicitly in TIS/ AITB, not be (or proposes to be, a Joint Venture/ Consortium (an association of several persons, firms, or companies - hereinafter referred to as JV/C).

(ii) must:

- (a)** Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of aforesaid reasons.
- (b)** Including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract):
- (c)** Not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organization or its Ministry/ Department/Supreme Court or High Court/District Courts from participation in its Tender Processes; and/ or
- (d)** Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India or Government of Uttarakhand or by Supreme Court or any High Court from participation in Tender Processes of all of its entities, for:
 - offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
 - offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
 - Suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
- (e)** Not have changed its name or created a new “Allied Firm”, consequent to having declared ineligible/ suspended/ blacklisted/ banned/ debarred as above.

- (f) Not have an association (as a bidder/ partner/ director/ employee in any capacity)
- of any retired Manager (of Gazetted Rank) or any retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings if such a retired person has not completed the cooling-off period of one year after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organization.
 - of the near relations of executives of High Court of Uttarakhand involved in this Tender Process.
- (g) Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition
- (iii) Must fulfil any other additional eligibility condition, if any, as may be prescribed, in Tender Document.
- (iv) Must provide such evidence of their continued eligibility to the High Court of Uttarakhand if so requested as detailed in the ITB.

4. Purchase Preference Policies of the Government

As detailed in the Tender Document, the High Court of Uttarakhand reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India; MSME; Start-ups, Registered in Uttarakhand etc.). Any bidder from a country that shares a land Border with India¹, excluding countries as listed on the website of the Ministry of External Affairs², to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects – hereinafter called ‘Restricted Countries’) shall be eligible to bid in this tender only if Bidder is registered³ with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard.

¹<https://mea.gov.in/india-and-neighbours.htm>

²<http://meadashboard.gov.in/indicators/92>

³<https://dipp.gov.in/sites/default/files/Revised-Application-Format-for-Registration-of-Bidders-15Oct2020.pdf>

TENDER INFORMATION SUMMARY (TIS)

HIRING OF 6 (SIX) DIGITAL PHOTOCOPIER MACHINES ON RENTAL PER PAGE/COPY BASIS FOR A PERIOD OF 3 YEARS AT HIGH COURT OF UTTARAKHAND, NAINITAL		
<u>SN</u>	<u>DESCRIPTIONS</u>	<u>DETAILS</u>
1.	Date of release of tender	29 April 2026; 05:00 PM
2.	Document down load start date	30 April 2026; 11:00 AM
3.	Clarification Start date	1 May 2026; 11:00 AM
4.	Clarification end date	12 May 2026: 02:00 PM
5.	Pre-Bid Meeting date	13 May 2026; 11:00 AM
6.	Date of reply of clarifications <i>(publication of corrigendum, if any)</i>	20 May 2026; 03:00 PM
7.	Bid submission start date	20 May 2026; 11:00 AM
8.	Bid submission end date	3 June 2026; 04:00 PM
9.	Date of Technical Bid opening	4 June 2026; 11:00 AM
10.	Date of Financial Bid opening	<i>Will be specified Later</i>
11.	Venue of Opening of Bids/Pre-Bid Meeting/Presentation <i>(Video Conferencing Link will also be available and communicated through Website of High Court of Uttarakhand i.e. https://highcourtofuttarakhand.gov.in)</i>	Video Conferencing Hall, High Court of Uttarakhand, Nainital
12.	Estimated Cost of Project	40,00,000/- (Forty Lakh Only)
13.	E-tender Fee (Non-refundable) in the form of Demand Draft in favor of "Registrar General, High Court of Uttarakhand at Nainital".	Rs. 3,540/- (Three thousand Five Hundred Forty only)
14.	Earnest Money Deposit (E.M.D.) (Refundable)	Rs. 1,05,000/- (One Lakh Five Thousand Only in the form of Unconditional Bank Guarantee/FDR)
15.	Address for Communication	Registrar General, High Court of Uttarakhand at Nainital
16.	Websites for downloading RFP/Bidding documents	https://uktenders.gov.in

***(Refundable) valid for 45 days or more from the date of proposal submission in favor of Registrar General, High Court of Uttarakhand at Nainital.**

Section II: INSTRUCTIONS TO BIDDERS(TIB)

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. Participation in such a Pre-bid Conference is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical/ commercial specifications/ conditions shall be entertained.

- 5.1** A 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:

SN	Section No.	Clause No.	Reference/ Subject	Clarification Sought

- 5.2** All queries on the Tender Document should be received on or before 12/05/2026, 02:00 PM. The High Court shall hold a pre-bid conference (**PBC**) as per the date mentioned in **TIS**. 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 hold a virtual **PBC** in case of contingencies and information regarding the same will be published on the portal/website.
- 5.3** 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.
- 5.4** High Court of Uttarakhand's 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.
- 5.5** 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 in appropriate to do so or do not find any merit in it.
- 5.6** Inputs/ suggestions/ queries submitted by bidders as part of the pre-bid meeting and otherwise will be given due consideration by the e-Tender 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.

6. Submission of Bids:

- 6.1** 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.
- 6.2** Bidder should take into account any corrigendum published on the e-Tender document before submitting their bids.
- 6.3** Please note the manner in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid. Bidder should not upload commercial bids in any kind of documentary format (scanned images/ .pdf / .doc / .docx / .xls / .xlsx) other than uploading in prescribed field in e-procurement portal of this tender.
- 6.4** Submission of Bids: Bidder should log into the <https://uktenders.gov.in> well in advance for bid submission so that he/ she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 6.5** The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 6.6** Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 6.7** The bidder shall seal the original Bank Draft/ Bankers Cheque / Bank Guarantee /FDR or in any form as mandated by Government of Uttarakhand from time to time in an envelope. The Bidder shall mark “name and tender reference number on the back of the Bank Draft/ FDR/Bankers Cheque etc. before sealing the same. The address of High Court, name and address of the bidder and the Tender Reference Number shall be marked on the envelope. If the envelope is not marked as specified above, High Court of Uttarakhand will not assume any responsibility for its misplacement, pre-mature opening etc.
- 6.8** The bidder shall deposit the envelope at the designated time and place, on or before bid submission date. In case EMD is sent through Speed Post and it must reach as per date and time mentioned above.
- 6.9** **Tender Fee/EMD not meeting above deadlines will not be accepted and their uploaded bid will be summarily rejected.**
- 6.10** A standard Bill of Quantity (BoQ) format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they

should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the requisite cells with their respective financial quotes and other details (such as name of the bidder etc.). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected summarily.

- 6.11** The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6.12** All the documents being submitted by the bidders would be encrypted using PKI or any other encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6.13** Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 6.14** The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 6.15** Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 6.16** Any queries relating to the process of online bid submission or queries relating to State e-tender portal in general may be directed to the 24x7 State e-tender portal Helpdesk. The contact numbers for the helpdesk is mentioned in the respective e-Procurement Portal. No queries related with online portal shall be considered by this Court.
- 6.17 Integrity Pact:** All Bidders shall have to sign the Integrity Pact with the High Court of Uttarakhand as per 'Form 8: Integrity Pact'. Bids without a signed Integrity Pact shall be rejected.

7. Bid Opening

- 7.1** 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.
- 7.2** 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 given date/time in time schedule 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.
- 7.3** 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>”.
- 7.4** 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. The time will be specified later.
- 7.5** The bid shall be valid for a period of 180 days from the date of opening of Techno-Commercial bid.
- 7.6** Correction of errors – As financial bid shall be submitted online, so no correction shall be allowed after opening of online financial bid.
- 7.7** 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.
- 7.8** Conditional/unsolicited tenders shall not be considered.

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:

- i.** reject any or all of the Bids, or
- ii.** cancel the tender process; or
- iii.** abandon the procurement of the Services; or
- iv.** issue another tender for identical or similar Services

SECTION III: BID DATA SHEET

- 9.** Bidders are advised to go through the entire body of the RFP to understand the requirement as well as the tender evaluation procedures. It is assumed that the bidder is preparing the proposed solution after carefully going through every clause of the RFP in detail.
- 9.1** Transferability of the RFP document: This RFP document is not transferable.
- 9.2** Cost of Bidding: The bidder shall bear all the cost incurred for preparing the proposal including expenses of travel and lodging that may be required including collecting information from the department and other communication required with the department regardless of the outcome of the bidding process.
- 9.3** Two Bid Systems: The tender process shall follow the two bid system namely (1) Technical Bid and (2) Financial Bid. The technical bid should contain all technical information on the solutions proposed along with all supporting documents to qualify in the qualification criteria. The Technical Bid should not contain any financial offer. If any financial offer is found in the technical bid, the whole offer shall be rejected outright.
- 9.4** Amendment of RFP Document: HIGH COURT OF UTTARAKHAND can modify the Tender/ Bid Document by amending, modifying and/ or supplementing the same. All such amendments shall be binding on all the bidders without any further act or deed on HIGH COURT OF UTTARAKHAND part. If a bidder has already submitted the bid and the tender document has been amended subsequently, then the bidder shall be allowed to rebid before the last date and time of submission of bids. HIGH COURT OF UTTARAKHAND reserves the right to extend the deadline for the submission of the bids.
- 9.5** Site Visit: It is the responsibility of the bidder to visit the proposed sites at their own cost and assessing the existing infrastructure and existing data before submitting his offer to get a clear idea about the work and preparation of requirement across the locations. Department will facilitate bidders to get access to the site upon prior intimation.
- 9.6** Performance Security: The successful bidder shall furnish Performance Security equal to 5% of the total contract value within 15 days of issue of Letter of Intent (LOI), before signing of the contract agreement. The Performance Security as mentioned in the RFP shall be in favor of “Registrar General, High Court of Uttarakhand” valid for the entire contract period. Failure of the successful bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the award and forfeiture. In such event the HIGH COURT OF UTTARAKHAND may at his sole discretion make the award to the next lowest evaluated bid at L1

rate.

- 9.7** Currency: Indian rupees only.
- 9.8** Discharge of Bid Security of Successful Bidder: The Performance Security shall be discharged to the bidder within one month after successfully completing the Contract Period.
- 9.9** Conditional offers by the Bidders: Any bid containing conditional offers shall be summarily rejected outright.
- 9.10** Late Tender offers: Any proposal received after the last date and time mentioned in the data sheet for receipt of proposal shall be rejected outright.
- 9.11** Offer 3540 period: All bids shall remain valid for a period of six months (6 months) after the date of opening of the financial bid by High Court of Uttarakhand. HIGH COURT OF UTTARAKHAND reserves the right to reject a bid having the bid validity shorter than 6 months considering as non-responsive without any correspondence.
- 9.12** Address of Communication: All communications including submission of proposals shall be as per the address mentioned in the TIS as “Address for all communication”.
- 9.13** Intellectual Property Rights: All intellectual property rights for the work performed under this tender as far as data is concerned shall lie with High Court of Uttarakhand. This clause is applicable to all data in any form or format procured, processed, scanned or produced under this tender by the bidder. The bidder shall not use such data for any other purpose during and after the term of contract. In no cases, any document provided by the HIGH COURT OF UTTARAKHAND is taken out of the space provided.
- 9.14** Indemnity: Bidder shall indemnify, protect and save High Court of Uttarakhand, against all claims, proceeding, liabilities, losses, costs (including legal costs), damages, expenses and action suits, resulting from brand new, including all components and accessories. All hardware and infringement of any patent, trademarks, copyrights, any other statutory infringements in respect of all the hardware / software supplied by him or expenses whatsoever arising out of or resulting from any loss or damage to the property or personnel of HIGH COURT OF UTTARAKHAND relating to the performance of the Project whether or not such loss or damage is caused or contributed to by negligence or other default of Bidder or their Authorized User.
- 9.15** Publicity: Any publicity by the bidder in which the name of High Court of Uttarakhand is to be used should be done only with and after the explicit written permission of the HIGH COURT OF UTTARAKHAND, Uttarakhand.
- 9.16** Guarantees: Bidders should guarantee that the software supplied to HIGH COURT

OF UTTARAKHAND, offices and to any other location as part of the contract mentioned in this tender are licensed and legally obtained. In the case of hardware systems and any peripherals supplied, the bidders should guarantee that they are brand new, including all components and accessories. All hardware and software must be supplied with their originals along with complete original printed documentation and licenses.

- 9.17** Force Majeure: Notwithstanding the provisions of the tender, the bidder shall not be liable for forfeiture of his Performance Security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of the above Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of High Court of Uttarakhand, either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 9.18** If a Force Majeure situation arises, the qualified bidder shall promptly notify High Court of Uttarakhand, in writing of such conditions and the cause thereof. Unless otherwise directed by High Court of Uttarakhand, in writing, the Bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 9.19** Resolution of Disputes: Any and all disputes or differences between the Parties arising out of or in connection with this Contract or its performance shall, so far as it is possible, be settled amicably through direct informal negotiation between the Parties.

If after 30 (thirty) days of consultation or before, the High Court of Uttarakhand and the successful bidder have failed to reach an amicable settlement, on any or all disputes or differences arising out of or in connection with this Contract or its performance, It shall be referred to Registrar General, HIGH COURT OF UTTARAKHAND, Uttarakhand who shall be the sole arbitrator.

In case of non acceptance of the Registrar General, HIGH COURT OF UTTARAKHAND, decision, either party may request that the dispute to be referred to arbitrator(s) in accordance with the Arbitration and Conciliation Act, 1996 (annexure-iv). All Arbitration proceedings shall be held at Uttarakhand and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English. In case the issues are not

resolved in the arbitration proceedings then further legal action by the parties shall be referred and restricted to the jurisdiction of the Court in Nainital, Uttarakhand.

- 9.20** Risk Purchase Clause: In the event of the successful bidder fails to execute the project as per work completion requirements and review and monitoring system in the required qualities and/or functionalities, HIGH COURT OF UTTARAKHAND reserves the right to procure similar services in whole or in part from any alternate sources at the risk, cost and responsibility of the successful bidder.
- 9.21** Termination for Cause: If bidder is not adhering to the terms and condition of contract agreement HIGH COURT OF UTTARAKHAND reserves the right to terminate the contract in whole or in part with prior written notice issued to the bidder stating the reason for termination. The extent to which the contract is terminated and date, on which such termination becomes effective, shall also be mentioned.
- 9.22** The tender is of “Two Cover Bid Proposal” which consists of Technical and Commercial Bids– to be submitted separately by the bidder on or before the specified date and time, in e-Procurement Portal in relevant fields only. No manual submission or uploading of commercial bids in any other format is permissible. Manual submission/uploading commercials in any other format are liable for rejection.
- 9.23** Unresponsive Bids: Bids with incomplete documentation will be treated as non-responsive and summarily be rejected. Bidders are hereby directed to ensure that all documentation/supporting documentation in support of qualification criteria, testimonials, etc., is complete and submitted as part of the Bid.
- 9.24** Validity of the Bid: The bid validity is 180 days from the date of opening the Technical Bid.
- 9.25** Forfeiture of the Earnest Money Deposit (EMD)/debarred to participate for one year. If the bidder withdraws his bid during the period of bid validity or violates EMD Declaration, or in case of successful bidder fails to execute the agreement and furnish the Performance Bank Guarantee (PBG) within 15 days from the date of issuing of the purchase order.
- 9.26** Unsuccessful bidder’s Earnest Money Deposit (EMD): If EMD amount is paid, refund will be initiated in the e-Procurement portal as early as possible after the validity of tender/RFP or within 30 days of signing of contract with successful bidder.
- 9.27** Successful bidder’s Earnest Money Deposit (EMD):
- 9.28** If EMD amount is paid, it will be discharged upon the bidder furnishing the

Performance Bank Guarantee (PBG) as per other compliances of Supply, Installation, Configure and commissioning, etc., Refund of EMD of Successful bidder will be initiated if deposited on completion of Installation and submission of all installation reports, invoice and on furnishing PBG (Performance Bank Guarantee).

- 9.29** Tax/Currency Rate Variation: High Court of Uttarakhand is not responsible for variation in tax structure or foreign currency exchange rates, after submission of the bid.
- 9.30** Applicable Rules: This tender is processed following the Uttarakhand Procurement Rules, 2025 and amendments therein.
- 9.31** Submission, Receipt and Opening of Bids Time Lines: The original proposal shall be uploaded in the e-procurement portal of the Government of Uttarakhand on or before the due date. Scheduled dates are mentioned in TIS.
- 9.32** Amendment of Tender Document: At any time prior to the last date for receipt of bids, the High Court of Uttarakhand, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by an amendment. The amendment will be notified on e-procurement portal <https://www.uktenders.gov.in> and should be taken into consideration by the prospective agencies while preparing their bids.
- 9.33** Language of Bids: The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the High Court of Uttarakhand, shall be written in English/Hindi language.
- 9.34 Documents Comprising the Bids:** The bid prepared by the Bidder shall comprise of the following components:
- (i) Earnest Money Deposit (EMD) in the form of a Bankers Cheque/Bank Guarantee/Fixed Deposit Receipt of a Scheduled/Nationalized Bank.
 - (ii) Eligibility Criteria Forms mentioned in the Eligibility Criteria Table
 - (iii) Technical Bid
 - (iv) Financial Bid
 - (v) Power of Attorney executed by the Bidder in favor of the tender calling authority or the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this Tender (As per e-Tender)
 - (vi) Self-Declarations as requested
 - (vii) Document of proof as requested in the all the Schedules & the Annexure.

10. BID PRICES:

- 10.1** The Bidder shall indicate in the Performa prescribed, the unit rates and total Bid

Prices of the Equipment / Services, proposes to provide under the Contract. Prices should be shown separately for each item as detailed in Tender Documents.

- 10.2** In absence of above information as requested in, a bid may be considered incomplete and be summarily rejected.
- 10.3** Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- 10.4** The bidders shall quote in Indian Rupees and the quoted price shall be inclusive of all taxes, duties, statutory levies, supplying support for installing, commissioning, freight & forwarding. Any modification/change in the quoted price is not allowed after the submission of the bid.
- 10.5** The rate quoted by the bidder should be valid for 6 months from the contract award date, in case the High Court of Uttarakhand decides to procure/place an order for additional quantity of IT infrastructure within 9 months from the contract award date.
- 10.6** Premature withdrawal of the Tender by the Tenderer shall make him liable for forfeiture of the earnest money.
- 10.7** All the pages of the tender document should be serially numbered and duly stamped and signed by bidder. The Registrar General, High Court of Uttarakhand reserves right to increase or decrease the number photocopies at its discretion.
- 10.8** The Bidder shall prepare the bid based on details provided in the tender documents. It must be clearly understood that the Scope of Work & the BOQ is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the High Court of Uttarakhand. The Bidder shall carry out all the tasks in accordance with the requirement of the tender documents and it shall be the responsibility of the Bidder to fully meet all the requirements of the tender documents. If during the course of execution of the project any revisions to the work requirements i.e. Technical specifications, Equipment sizing, Technical Architecture etc. are to be made to meet the goals of the High Court of Uttarakhand, all such changes shall be carried out within the current price without any impact to the High Court of Uttarakhand .

11. Last Date for Receipt of Bids

Bids will be received by the High Court of Uttarakhand through e-Tender Portal, no later than the time and date specified in Section I -Invitation for Bids. The Hard copy(original copy) of Tender Fee and EMD must be reach in the High Court before last date/time of bid submission. In case bidder fails to submit the Tender Fee and EMD before last date/time of bid submission, the bid shall not be entertained and

rejected outrightly and no communication shall be entertained in this regard. In the event of the specified date for the receipt of Bids being declared a holiday for the High Court of Uttarakhand, only hard copy of EMD and Tender Fee will be accepted up to the appointed time on the next working day.

- 11.1 Late Bids:** Any bid received by the High Court of Uttarakhand after the last date and time for receipt of bids prescribed by the High Court of Uttarakhand, will be rejected.
- 11.2 Modification and Withdrawal of Bids:** No bid may be altered / modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders will not be considered. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.
- 11.3 Address for Correspondence:** The Bidder shall share the official mailing address, place and fax number to which all correspondence shall be sent by the High Court of Uttarakhand. No Bidder shall contact the High Court of Uttarakhand on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. Any effort by a Bidder to influence the High Court of Uttarakhand bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.
- 11.4 Local Conditions:** It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and other relevant factors at the site which would have any effect on the performance of the contract and / or the cost.
- 11.5** The Bidder is expected to make a site visit to obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract. Obtaining such information shall be at Bidder's own cost.
- 11.6** Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for the providing services before entering into contract will in no way relieve the successful Bidder from performing any work in accordance with the Tender documents.
- 11.7** The bidder and any of its personnel or authorized agents will be granted permission by High Court of Uttarakhand to enter its facilities at various locations for the purpose of such visits, but only upon the condition that the bidder, its personnel, and authorized agents, will indemnify the High Court of Uttarakhand from and against all liability in respect thereof, and will be responsible for any loss of or damage to property/manpower, and any other loss, damage, costs, and expenses incurred as a result of such inspection, undertaken by the bidder. The Bidder shall

at its own risk, peril, cost and liability undertake site visits to designated facilities in the state.

11.8 Sub-Contracting: Sub contracting of the work or any part is not allowed.

12. Earnest Money Deposit

Bidders are required to give an Earnest Money Deposit (EMD) of Rs. 1,50,000.00 of in the form of Demand Draft/ Pay Order/ Fixed Deposit or in the form recognized by the government orders from time to time of a Nationalized/ Scheduled Bank drawn in favor of “Registrar General, High Court of Uttarakhand” payable at Nainital valid for a period of 180 days from the due date of the tender.

The EMD shall be refundable without interest to unsuccessful bidders and shall be discharged after 30 days from the date of contract signing with successful bidder. The successful bidder’s EMD shall be adjusted in the Performance Security the bidder shall be submitting in accordance with the “Performance Security”. The EMD may be forfeited if a Bidder withdraws its bid during the period of bid validity specified in this bid document. In case of a successful Bidder the EMD may be forfeited if the Bidder fails: to sign the Contract as specified in this bid document and fails to furnish Performance Security as specified in this bid document.

SECTION IV: ELIGIBILITY AND QUALIFICATION CRITERIA

13. The criteria mentioned above will constitute the preliminary scrutiny and only those bidders complying with them will be eligible for technical evaluation. All the document should be placed only in this (as listed in this clause) order and an index be provided separately. The bid will be summarily rejected if all the documents mentioned above are not enclosed in technical bid. All supporting documents must be clearly visible and readable.

Sl.	Pre-qualification Criteria	Documents to be attached
Criteria 1 - Entity		
1	The Bidder (Prime) 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 2026).	A copy of “Certificate of Incorporation” of the company
	The Bid can be submitted by an individual company or a Consortium of two.	Memorandum of Understanding (MoU)/ agreement among the members signed by the Authorized Signatories of the

		companies dated prior to the submission of the bid to be submitted in original.
	In case of consortium the same shall not consist of more than TWO Companies/corporations in total i.e. including the prime bidder.	The MoU/ agreement shall clearly specify the prime bidder, stake of each member and outline the roles and responsibilities of each member.
	The consortium partners can't be a member of another consortium that is also participating in this tender. Note: - i. Prime bidder shall wholly and severally be liable for the project and shall be single point of contact for the project. ii. Consortium details to be attached in technical Bid.	Power of Attorney (PoA)/ Delegation of Powers (DOP)/Board Resolution listing the names staff(s) who are Authorized to sign the MOU & tender documents shall be submitted by Prime & Consortium Partners (if any), a copy of the same must be attached.
	Bidder must have latest GST/ TAN/ PAN registration & Tax Clearance Certificate from the Competent Authority.	Documentary evidence to be provided
	The bidder must have an office in Uttarakhand for proper implementation of the project.	Self-declaration from the bidder.
	Bid specific authorization (MAF)	Copy of MAF
Criteria 2 - Experience and Past Performance:		
	<p>a) Work Experience: Bidder must have Completed/ongoing similar kind of rental basis photocopy/printing service/Maintenance contract of photocopier during last 5 years, in Central Government/State Government Departments/Public Sector Undertakings/Autonomous Bodies should be either of the following: -</p> <ul style="list-style-type: none"> • Three similar completed works each costing not less than the amount equal to Rs. 7.00 Lakh; or • Two similar completed works each costing not less than the amount equal to Rs. 10.00 Lakh; or • One similar completed work costing not less 	Certified copy of Work Order from relevant department etc.

	than the amount equal to Rs. 13.00 Lakh; With Any High Court/Large Govt. Department/PSU/Govt. Undertakings etc.	
	<p>b) Bidder shall furnish documentary evidence to demonstrate that-</p> <p>(a) Non-performance of a contract did not occur within the last 5 years, based on all fully settled disputes or litigation information.</p> <p>(b) Financial implications of all pending litigation shall in total not exceed 10% of the Bidder's net worth.</p> <p>(c) Failure to sign a contract after receiving a notice of award has not occurred in the past 5 years.</p> <p>(d) Declaration regarding Non-Blacklisting for last 5 years.</p>	Undertaking to be provided by bidder involved in the bid. Notarized affidavit on 100/- Rupees stamp is required for declaration of non-blacklisting.
	C) ISO 9001:2015 – Quality Management System	Copy to be submitted along with the bid
Criteria-3 Financial Status		
	Turnover: Minimum average annual turnover of at least at least Rs. 20 lakh within the last 5 years	Turnover Information along with documentary evidence in support shall be furnished.
	<p>Financial Viability</p> <p>(a) The average coefficient of Current ratio (Current Assets / Current Liabilities): Greater than 1</p> <p>(b) The average coefficient of Debt ratio (Total Debt / Total Assets): Less than 50%</p>	Information along with documentary evidence in support shall be furnished.
	<p>Financial Liquidity: Bidder should have access to or has available liquid assets, lines of credit and other financial means, other than any contractual advance payments, to meet 3 months' cash flow of the estimated bid value net of applicant's commitments in this period for other contracts.</p> <p>c) The net worth: The Net worth of Bidder firm (or principal of authorized representative) should not be negative on 'The Relevant Date' and should not have eroded by more than 30% in the last 5 years.</p>	Information along with documentary evidence in support shall be furnished.
Note: - The criteria mentioned above will constitute the preliminary scrutiny and only those bidders complying with them will be eligible for technical evaluation.		
1. All the document should be placed only in this (as listed in this clause) order and an index be provided separately.		

2. The bid will be summarily rejected if all the documents mentioned above are not enclosed in technical bid. All supporting documents must be clearly visible and readable.

14. Evaluation of proposal

Detailed evaluation of the technical offers shall be performed only after scrutinizing whether each bid is complete in all respects as per the format given in “Formats for Technical Bid” and accompanied by the EMD/Fees as mentioned in TIS”. Those bids failing to clear the above criteria shall be rejected and will not be scrutinized further. Bidders adhering to the completeness of the technical proposal shall be given chance to give a technical presentation before the Evaluation Committee. The evolution will be based on e-Tender/Portal Guidelines.

15. Overall Evaluation Methodology and Award Criteria:

The Technical bid will be opened by Bid opening and Evaluation Committee (BEC) in the e-Procurement portal. Further commercial bids of technically qualified bidders will be opened in e-portal as per the rules by Bid opening and Evaluation Committee (BEC). Bid evaluation will be sole discretion of BEC and no communication in this regard shall be entertained and the decision of BEC shall be binding to all the bidders.

16. Award of project

The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives. The Contract will be awarded to the successful Bidder, whose Bid has been determined to be substantially responsive with reasonableness and the Best Value Bid. The decision of the High Court of Uttarakhand is final in this regard.

17. Signing of Contract Agreement

HIGH COURT OF UTTARAKHAND shall notify the successful bidder(s) by issuing a Letter of Intent (LOI) that his/their bid has been considered for awarding the work subjected to his willingness to execute the work. Upon issue of the notification by HIGH COURT OF UTTARAKHAND the concerned bidder is required to sign the contract agreement with the HIGH COURT OF UTTARAKHAND, Uttarakhand within 7 days from the date of issue of notification. Any bidder failing to sign an agreement as mentioned above shall be disqualified and his bid shall be considered as invalid. He will also forfeit his EMD.

SECTION IV: SCOPE OF WORK

18. The photocopy machines shall be provided on hiring basis, which will include maintenance (Services) and consumables (all expenses except paper and electricity). The Agency/Firm should provide maintenance services and all consumables free of cost (except paper and electricity). The Agency/Firm should provide 06 machines of following speed:-

SPPED	QUANTITY	TYPE OF MACHIENE
75-80 PPM	5	Laser Mono (black & White)
30-35 PPM	1	Laser Color

*The Agency/Firm should provide technical service support of at High Court, Nainital as and when required irrespective of time and date. **All photocopier machines supplied under this arrangement must be relatively new, with an age not exceeding three (3) years from the date of manufacture or initial installation. The machines should be in excellent working condition, free from any defects, damage, or performance issues that could affect their efficiency or output quality. They must be fully functional and capable of delivering consistent, high-quality copies without frequent breakdowns or maintenance interruptions. All essential components, including the scanning unit, printing mechanism, control panel, and paper handling system, should operate smoothly and reliably. The machines should also be well-maintained, regularly serviced, and compliant with the manufacturer's recommended standards. Any signs of excessive wear and tear, outdated technology, or reduced performance will not be acceptable. The supplier is responsible for ensuring that the equipment remains in optimal condition throughout its period of use, including timely servicing, replacement of worn-out parts, and prompt resolution of any technical issues.***

19. All statutory compliance will be the responsibility of the service provider.
20. On installation of the machine, the starting meter reading must be verified by the user department. The Agency/Firm should deliver and install the machine within 30 days of issue of the work order.
21. The successful bidder / Agency/Firm will provide one week training to the staff of Court. The cost of such training shall be borne by the successful bidder.

Section V: TECHNICAL SPECIFICATIONS

22. **Followings are the minimal Technical Specifications**

S.N.	Specification	75-80 PPM Machine (B&W)	30-35 PPM Machine (Color)
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1	Machine Type	Digital Multifunctional Copier (Print/Scan/Copy)	Digital Multifunctional Copier (Print/Scan/Copy)
2	Technology	Laser / Dry Electrostatic Transfer	Laser / Dry Electrostatic Transfer
3	Print Speed	Minimum 75-80 Pages per Minute (A4)	Minimum 30-35 Pages per Minute (A4 – Color & B&W)
4	Print Resolution	Minimum 1200 × 1200 dpi	Minimum 1200 × 1200 dpi & 600 × 600 dpi
5	Warm-up Time	30 seconds or less	40 seconds or less
6	First Copy Out Time	5 seconds or less	7 seconds or less (B&W), 8 seconds or less (Color)
7	Paper Sizes Supported	A4, Legal, A3	A4, Legal, A3
8	Paper Tray Capacity	Minimum 2000 sheets (expandable)	Minimum 500 sheets (expandable)
9	Bypass Tray	Minimum 100 sheets	Minimum 100 sheets
10	Automatic Duplex	Standard	Standard
11	Automatic Document Feeder (ADF)	Minimum 100 sheets DSPF	Minimum 50 sheets RSPF
12	Zoom Range	25% to 400%	25% to 400%
13	Scanner Type	Color Scanner	Color Scanner
14	Scan Speed	Minimum 140 ipm simplex/240 ipm duplex	Minimum 70 ipm
15	Scan Resolution	Up to 600 dpi or higher	Up to 600 dpi or higher
16	Connectivity	USB 2.0/3.0, Ethernet (10/100/1000 Base-T)	USB 2.0/3.0, Ethernet (10/100/1000 Base-T)
17	Network Printing	Yes	Yes
18	Supported OS	Windows, Linux, Mac OS	Windows, Linux, Mac OS
19	Control Panel	Minimum 5-7 inch Touch Screen Display	Minimum 7-inch Touch Screen Display
20	Memory (RAM)	Minimum 5 GB	Minimum 5 GB
21	Hard Disk	Minimum 250 GB	Minimum 250 GB
22	Duty Cycle	Minimum 3,00,000 copies per month	Minimum 1,50,000 copies per month
23	Toner Type	High Yield Toner Cartridge	Separate CMYK Toner Cartridges
24	Power Supply	220–240V, 50Hz	220–240V, 50Hz
25	Energy Compliance	Energy Efficient / BEE Certified (if applicable)	Energy Efficient / BEE Certified (if applicable)
26	Additional Features	Scan to Email, Scan to Folder, ID Card Copy, Secure Print	Scan to Email, Scan to Folder, ID Card Copy, Secure Print

Section V: GENERAL AND SPECIFIC CONDITIONS OF CONTRACT

23. Tenets of Interpretation

Unless where the context requires otherwise, throughout the contract:

- ❖ The heading of these conditions shall not affect the interpretation or construction thereof.
- ❖ Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
- ❖ Words in the singular include the plural and vice-versa.
- ❖ Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- ❖ Terms and expression not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
- ❖ Any reference to 'Services' shall be deemed to include the incidental Works/ Goods also.
- ❖ Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.

24. Definitions

In the contract, unless the context otherwise requires:

- ❖ "Agent" is a person employed to do any act for another or represent another in dealings with a third person. In the context of public procurement, an Agent is a representative participating in the Tender Processor Execution of a Contract for and on behalf of its principals.
- ❖ "Beneficiary" (of Services/ Works) means the person for whom the Services/ Works are to be delivered as stipulated in the contract.
- ❖ "bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in specific contexts) means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a document inviting such offers.
- ❖ "Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in specific contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a Tender Process.

- ❖ “Bill of Quantities” (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the bid.
- ❖ "Commercial Bank" or Scheduled Bank means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.
- ❖ “Contract” (including the terms ‘Purchase Order’ or ‘Supply Order’ or ‘Withdrawal Order’ or ‘Work Order’ or ‘Consultancy Contract’ or ‘Contract for Services’, ‘rate contract’ or ‘framework contract’ or ‘Letter of Award – LoA’ (letter or memorandum communicating to the contractor the acceptance of his bid) or ‘Agreement’ or a ‘repeat order’ accepted/ acted upon by the contractor in specific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the High Court of Uttarakhand and the contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;
- ❖ “Contractor” (including the terms ‘Supplier’ or ‘Service Provider’ or ‘Consultant’ or ‘Firm’ or ‘Vendor’ or ‘Manufacturer’ or ‘Successful Bidder’ in specific contexts) means the person, firm, company, or a Joint Venture with whom the contract is entered into and shall be deemed to include the contractor's successors (approved by the High Court of Uttarakhand), agents, subcontractor, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract;
- ❖ “Contract Manager” means the Procurement Officer or any other officer or a third-party agency who has been assigned the authority to take all actions on behalf of the High Court of Uttarakhand during the execution of the contract by the contractor;
- ❖ “Day”, “Month”, “Year” shall mean calendar day/ month or year (unless reference to financial year is clear from the context).
- ❖ “General and Specific Conditions” mean the Conditions of Contract.
- ❖ "Goods" (including the terms ‘Stores’, ‘Material(s)’ in specific contexts) includes all articles, material, commodity, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, railway rolling stock assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible, products like technology transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library), in specific contexts), procured or otherwise acquired by a High Court of Uttarakhand. Any reference to

- Goods shall be deemed to include specific small work or some services that are incidental or consequential to the supply of such goods;
- ❖ “Government” means the Central Government or a State Government as the case may be and includes agencies and Public Sector Enterprises under it, in specific contexts;
 - ❖ “Inspection” means activities such as measuring, examining, testing, analyzing, gauging one or more characteristics of the goods or services or works, and comparing the same with the specified requirement to determine conformity.
 - ❖ “Intellectual Property Rights” (IPR) means the rights of the intellectual property owner concerning a tangible or intangible possession/ exploitation of such property by others. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI).
 - ❖ “Joint Venture” means a Joint Venture or a Consortium (that is an association of several persons, or firms or companies - also referred to as JV/C)
 - ❖ “Materials” means all supplies, including consumables, used by the contractor for service performance or use by his staff.
 - ❖ “Parties”:The parties to the contract are the "Contractor" and the “High Court of Uttarakhand ”, as defined in this clause;
 - ❖ “Performance Security” (includes the terms ‘Security Deposit’ or ‘Performance Bond’ or ‘Performance Bank Guarantee’ or other specified financial instruments in specific contexts)means a monetary guarantee to be furnished by the successful Bidder or Contractor in the form prescribed for the due performance of the contract;
 - ❖ “Procurement” or “public procurement” (or ‘Purchase’, or ‘Government Procurement/ Purchase’ including an award of Public-Private Partnership projects, in specific contexts) means the acquisition of Goods/ Services/ works by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) of goods, works or services or any combination thereof, by a High Court of Uttarakhand, whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration. The term “procure”/ “procured” or “purchase”/ “purchased” shall be construed accordingly;
 - ❖ “High Court of Uttarakhand ” means the entity in The Procuring Organization procuring Goods, Works, or Services;
 - ❖ “Service(s)” (including the term ‘copies/scan/print) are defined by exclusion as services that cannot be classified as Consultancy Services.

- ❖ “Specification” or “Technical Specification” means the drawing/ document/ standard or any other details governing the construction, manufacture or supply of goods or performance of services that prescribes the requirement to which goods or services have to conform as per the contract.
- ❖ “Signed” means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (as amended from time to time). It also includes stamped, except in the case of Letter of Award or amendment thereof.;
- ❖ “Sub-Contractor” means a person or corporate body with an agreement with the contractor to carry out a specific part of the contract that may or may not include working on the Site.
- ❖ “Variation” means an instruction given by the Contract Manager, which varies the scope, quantum or performance standards of the Service performed.
- ❖ “Tender”; “Tender Document”; “Tender Enquiry” or “Tender Process”: ‘Tender Process’ is the whole process from the publishing of the Tender Document till the resultant award of the contract. ‘Tender Document’ means the document (including all its sections, appendices, forms, formats, etc.) published by the High Court of Uttarakhand to invite bids in a Tender Process. The Tender Document and Tender Process may be generically referred to as “Tender’ or ‘Tender Enquiry’, which would be clear from context without ambiguity.
- ❖ “Works” refer to any activity involving and required essential for scope of the work.

25. PERIOD OF CONTRACT

The contract will be initially for a period of 3 (three) year, which could be extended further for 2 (two) years on same rate and terms of conditions on mutual agreement subject to satisfactory performance of the contractor.

26. DUTIES AND RESPONSIBILITIES

Of Contractor:

- a. All photocopier machines supplied under this arrangement must be relatively new, with an age not exceeding three (3) years from the date of manufacture or initial installation. The machines should be in excellent working condition, free from any defects, damage, or performance issues that could affect their efficiency or output quality.**
- b. They must be fully functional and capable of delivering consistent, high-quality copies without frequent breakdowns or maintenance interruptions. All essential components, including the scanning unit, printing mechanism, control panel, and paper handling system, should operate smoothly and reliably.**

- c. **The machines should also be well-maintained, regularly serviced, and compliant with the manufacturer's recommended standards. Any signs of excessive wear and tear, outdated technology, or reduced performance will not be acceptable. The supplier is responsible for ensuring that the equipment remains in optimal condition throughout its period of use, including timely servicing, replacement of worn-out parts, and prompt resolution of any technical issues.**
- d. **It shall be responsibility of successful bidder to provide the uninterrupted photo copy/scanning facility at Hon'ble High Court of Uttarakhand as per requirement, on all office working days and also on holiday/weekly offs, beyond office hours whenever required, at the office premises.**
- e. The bidder may quote for the specific brand/model of Digital Photocopier or all the brands by giving details of make, brand, part number, model number etc.
- f. The photocopier machines will be supplied and installed at Hon'ble High Court of Uttarakhand, Nainital.
- g. The technical specifications and configurations are given in **Annexure-III** of the tender document.
- h. The number of photocopier machine to be installed are 6(Six), which is liable to increase or decrease at the sole discretion of the High Court during the period of the contract and the firm shall have to supply/lift off/shift from one place to another/replace photocopier machine as and when required by the Registrar General, Hon'ble High Court of Uttarakhand at Nainital during the period of contract.
- i. The minimum specifications of the machines which will be supplied by the firm should match the specifications as mentioned in Tender document. List of locations where photocopier machines are to be installed will be provided only to the successful bidder.
- j. In case, any photocopier machine is to be taken out for repairs to firm's workshop, a standby machine of same/higher configuration shall be provided by the firm. Toner/developer/other consumables & etc. will be provided by the firm. The machine should remain functional all the time with production of acceptable quality of print/photocopy.
- k. All the Photocopier machines supplied by the Contractor should be Digital and of the reputed and recognized brand only. **No assembled machines shall be allowed. The Bidders are therefore required to quote their prices only for the reputed recognized brands accordingly.**
- l. The contractor/agency shall bear all the maintenance charges of the photocopier machine, toner, consumables, spare parts etc.

- m.** Service Engineer of the contractor may also be called by the Institute on holidays as per requirement. The person must bear good character and should be well behaved.
- n.** Standby arrangement is made to avoid any disruption in office work because the work will be of non-stop nature.
- o.** Products with ISO certification marks will be preferred.
- p.** Vendor shall be responsible for all preventive and correction for the Maintenance of the machine inclusive of supply of spares and consumables except electricity, during the entire contract period.
- q.** In case, performance of a machine is found to be unsatisfactory i.e. it is giving frequent troubles, vendor will be required to provide suitable replacement of the machine immediately.
- r.** The Contractor should ensure quality service during the period of Contract. In case if it is found at a later stage that sub-standard/inferior quality items supplied, necessary action will be taken against the Contractor including forfeiture of the Performance Security and debarring them from quoting future bids.
- s.** The Contractor shall ensure minimum two visits per week by their Engineers for general check-up of the Photocopies machines in this office for ensuring smooth functioning.
- t.** The Photocopiers shall be the sole property of the Contractor.
- u.** While all endeavours shall be made by this office to ensure the Photocopiers of the Contractor free from any physical damages that are occurred in this office, the responsibility for replacement of the same shall be made by the Contractor without any extra cost.
- v.** The Vendor to look after all types of problems in the photocopier machines, which are faced by the end-users.
- w.** To replace all such parts which are damaged and which cannot be repaired to keep the photocopier machines in good working condition.
- x.** To use only genuine original spare parts of reputed firms/manufacturing company in the system.
- y.** To maintain highest order of integrity, moral and social responsibility and decorum of the Courts.

Of High Court: Space for installation of machine & electricity, paper shall be provided by Hon'ble High Court of Uttarakhand.

27. OTHER TERMS AND CONDITIONS

- 27.1** There shall be an agreement between High Court and successful vendor immediately after award of work order. The cost of said agreement shall be borne by successful bidder.
- 27.2** The successful bidder will be required to furnish security deposit amounting to 5% 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 a period of sixty days beyond the date of completion of all contractual obligations of the contractor firm. The security deposit will be forfeited if during the period of contract vendor services are found to be unsatisfactory in any respect.
- 27.3** 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.
- 27.4** 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.
- 27.5** The High Court administration will not be responsible for any loss or damage to service provider's material equipments etc. Contractor will make his own arrangements to meet such eventualities as per existing Government rules/regulations.
- 27.6** The Registrar General High Court of Uttarakhand, Nainital can terminate the 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.

28. SERVICE LEVEL AGREEMENT

- 28.1** Response time, removal of defects etc. must be as under, failing which penalty mentioned there against shall be levied against the vender(s). The decision of the Registrar General shall be conclusive and binding on the service provider in this regard. Below is the priority-wise clause presented in clear tabular format suitable for direct insertion into a tender / AMC document-

RESPONSE TIME, RECTIFICATION TIMELINE AND PENALTY STRUCTURE (PRIORITY-WISE)						
Applicability (Illustrative)	Response Time	Penalty for Delay in Response	Rectification Time	Penalty for Delay in Rectification	Extended Time (With Written Justification & Approval)	Action & Penalty Beyond Extended Time
Photocopier Machines provided under rental per page basis	Within 1 Hour	₹ 500 per day per complaint per item	Within 24 Hours	₹ 1,000 per day per complaint per item	Up to 72 Hours	(i) Mandatory standby of same or higher configuration; and (ii) ₹ 1,000 per day per complaint per item from expiry of 72 hours until restoration

28.2 Extension of time shall be granted only upon submission of cogent reasons in writing and approval of the competent authority.

28.3 Penalty shall be calculated on as per complaint, per item basis. The job carried out shall be to the satisfaction of the Registrar General, High Court of Uttarakhand, Nainital after getting certification from the In-charge computer of the High Court of Uttarakhand failing which deductions @ 10% of the total bill shall be made. Depending upon the severity of negligence, the Registrar General, High Court of Uttarakhand reserves the right to blacklist the agency for a suitable period or from further participation in any of the jobs to be done for the High Court of Uttarakhand, Nainital. The decision of the Registrar General of the High Court of Uttarakhand shall be final and binding on the firm/agency.

28.4 Repeated failure to adhere to service levels may invite further action including deduction from Performance Security or termination of contract, as decided by the High Court.

28.5 A register of surprise/routine checks shall be maintained by the contractor which shall also be inspected by Competent Authority of High Court of Uttarakhand.

28.6 The Registrar General High Court of Uttarakhand, Nainital reserves the right 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 Contractor. Contract can also be terminated at any point of time if the above-mentioned work is no more required.

28.7 The Registrar General, High Court of Uttarakhand, Nainital reserves the right to vary, amend or alter any terms and conditions of the Tender Document at the time of execution of the Annual Maintenance Contract.

29. Payments:

29.1 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.

29.2 No advance payment shall be made for the services.

29.3 The High Court of Uttarakhand will pay to the Service Provider on per copy basis for the total quantity of copies delivered as per the indent system supported by machine copy counter reading. No other taxes / charges will be paid by the High Court.

30. Language of Contract

- a.** Unless otherwise stipulated, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.
- b.** Contract and its documents constitutes the entire agreement between the High Court of Uttarakhand and the contractor and supersedes all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.
- c.** Severability: If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.
- d.** Parties: The parties to the contract are the contractor and the High Court of Uttarakhand.
- e.** Contract Documents and their Precedence: The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not

appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:

- f.** Valid and authorized Amendments issued to the contract.
- g.** the Agreement consisting of the initial paragraphs, recitals and other clauses set forth immediately before the GCC and including the formats annexed to it and signatures of High Court of Uttarakhand ;
- h.** Modifications/ Amendments, Waivers and Forbearances: If any of the contract provisions must be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the High Court of Uttarakhand, and no modified provisions shall be applicable unless such modifications have been done. No variation in or modification of the contract terms shall be made except by a written amendment signed by the High Court of Uttarakhand. Requests for changes and modifications may be submitted in writing by the contractor to the High Court of Uttarakhand. At any time during the currency of the contract, the High Court of Uttarakhand may suo-moto or, on request from the contractor, by written order, amend the contract by making alterations and modifications within the general scope of the Contract.
- i.** If the contractor does not agree to the suo-moto modifications/amendments made by the High Court of Uttarakhand, he shall convey his views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the contractor has consented to the amendment.
- j.** Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the High Court of Uttarakhand unless and until the same is incorporated in a formal instrument and signed by the High Court of Uttarakhand, and till then the High Court of Uttarakhand shall have the right to repudiate such arrangements.
- k.** Waivers and Forbearance: The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:
 - l.** Any waiver of a High Court of Uttarakhand 's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the High Court of Uttarakhand granting such waiver and must specify the terms under which the waiver is being granted.
- m.** No relaxation, forbearance, delay, or indulgence by High Court of Uttarakhand in enforcing any of the terms and conditions of this Contract or granting of an extension of time by High Court of Uttarakhand to the contractor shall, in any way whatsoever, prejudice, affect, or restrict the rights of High Court of

Uttarakhand under this Contract, neither shall any waiver by High Court of Uttarakhand of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

- n.** Separate Contracts in Connection with Services: The High Court of Uttarakhand shall have the right to let other contracts related to or linked with the Services. The contractor shall afford other contractors' reasonable opportunity to store their materials, execute their services/ works, and properly connect and coordinate their services. The contractor shall inspect services/ works of other contractors(s) and promptly report to the Contract Manager any defects that may hinder a proper execution of his Services to proper performance standards. The contractor's failure to inspect and report such defects shall constitute an acceptance of the other contractor's work as fit and proper for the performance of Contractor's services, except as to defects that may develop in the other contractor's work after such a provision Services.
- o.** Governing Laws and Jurisdiction: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
- p.** Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award (LoA, or the contract Agreement, in the absence of LoA) has been issued. The courts of Nainital shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

34. Changes in Laws and Regulations

- 34.1** Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

35. Permits, Approvals and Licenses

Whenever the delivery of Services and incidental Goods/ Works requires the contractor to obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to licences or environmental clearance if required. If requested by the contractor, the High Court of Uttarakhand shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.

36. Accounting, Inspection and Auditing

The contractor shall keep accurate and systematic accounts and records regarding the provision of the Services under this Contract, as per accounting principles prescribed in India.

37. Book Examination Clause

the contractor shall, whenever called upon and required to produce or cause to be produced, for examination by any Government Officer duly authorized in that behalf, any cost or other book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document. The contractor shall also furnish information relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract to such Government Officer in such manner as may be required. The decision of such Government Officer on the question of relevancy of any document, information of return being final and binding on the parties. The obligation imposed by this clause is without prejudice to the contractor's obligations under any other statute, rules or orders which shall be concurrently binding on the contractor.

The contractor or its agency is bound to allow examination of its books within 60 days from the date the notice is received by the contractor or its agencies calling for the production of documents under sub-clause (1) above. In the event of the contractor's or his agency's failure to do so, the contract price would be reduced and determined according to the best judgment of the High Court of Uttarakhand, which would be final and binding on the contractor and his agencies.

38. Code of Integrity

Procuring authorities as well as bidders, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following

prohibited practices, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

“Corrupt practice” - making offer, solicitation or acceptance of a bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process;

“Fraudulent practice” - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information, for participation in a tender process or to secure a Contract, or in the execution of the contract;

“Anti-competitive practice” - any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the High Court of Uttarakhand , that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;

“Coercive practice” - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;

“Conflict of interest” –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of High Court of Uttarakhand who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the High Court of Uttarakhand with an intent to gain unfair advantage in the Tender Process or for personal gain;

“Obstructive practice” - materially impede High Court of Uttarakhand’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the High Court of Uttarakhand ’s rights of audit or access to information;

39. Obligations for Proactive Disclosures:

Procuring authorities, bidders, suppliers, contractors, and consultants are obliged under this Code of Integrity to suo-moto proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Tender Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.

Any bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the Procuring Organization from participation in Tender Processes. Failure to do so shall amount to a violation of this code of integrity

40. Disputes and Excepted Matters

All disputes and differences between the parties hereto, as to the construction or operation of this Contract, or the respective rights and liabilities of the parties on any matter in question; or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Contract Manager and the contractor, shall be hereinafter called the "Dispute". The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims citing relevant Contractual clause to the designated authority requesting for invoking the following dispute resolution mechanism. The Dispute shall be resolved without recourse to courts through dispute resolution mechanisms detailed subsequently, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein.

- ❖ Adjudication
- ❖ Conciliation
- ❖ Arbitration
- ❖ Excepted Matters

40.1 Matters for which provision has been made in any Clause of the contract shall be deemed as 'excepted matters' (matters not disputable/ arbitrable), and decisions of the High Court of Uttarakhand, thereon shall be final and binding on the contractor. The 'excepted matters' shall stand expressly excluded from the purview of the sub-clauses below, including Arbitration. However, where the High Court of

Uttarakhand has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to:

- ❖ any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract (“Third Party Claim”), including, but not limited to, a Party’s right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
- ❖ Issues related to the pre-award tender process or conditions
- ❖ Issues related to ambiguity in Contract terms shall not be taken up after a Contract has been signed. All such issues should be highlighted before the signing of the contract by the contractor.
- ❖ Provisions incorporated in the contract, which are beyond the purview of The Procurement Entity or are in pursuance of policies of Government, including but not limited to
- ❖ Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of Make in India policy of the Government or MSME.
- ❖ Provisions regarding restrictions on Entities from Countries having land Borders with India in terms of the Government’s policies in this regard
- ❖ Purchase preference policies regarding MSEs and Start-ups

40.2 Adjudication

After exhausting efforts to resolve the Dispute with the Contract Manager executing the contract on behalf of the High Court of Uttarakhand, the contractor shall give a ‘Notice of Adjudication’ specifying the matters which are in question, or subject of the dispute or difference indicating the relevant contractual clause, as also the amount of claim item-wise to Head of Procurement or any other authority mentioned in the contract(hereinafter called the “Adjudicator”) for invoking resolution of the dispute through Adjudication. During his adjudication, the Adjudicator shall give adequate opportunity to the contractor to present his case. Within 60 days after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation or arbitral or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings. If not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the abovementioned time-frame, the contractor may proceed to invoke the process of Conciliation as follows.

40.3 Conciliation of disputes

Any party may invoke Conciliation by submitting “Notice of Conciliation” to the Registrar General. Since conciliation is a voluntary process, within 30 days of receipt of “Notice of Conciliation”, the Head of the Procuring Organisation shall notify a sole Conciliator if the other party is agreeable to enter Conciliation. If the other party is not agreeable to Conciliation, the aggrieved party may invoke Arbitration.

The Conciliator shall proactively assist the parties to reach an amicable settlement independently and impartially within the terms of Contract, within 60 days from the date of appointment of Conciliator.

If the parties reach an agreement on a dispute settlement, they shall draw up a written settlement agreement duly signed by the parties and conciliator. When the parties sign the settlement agreement, it shall be final and binding on the parties. The dispute shall be treated as resolved on the date of such agreement.

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

40.4 Termination of Conciliation: Disputes shall remain alive if the conciliation is terminated as follows:

- ❖ By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of such declaration; or
- ❖ By a written declaration of any party to the conciliator to the effect that the conciliation proceedings are terminated, on the date of such declaration; or
- ❖ If the parties fail to reach an agreement on a settlement of the dispute, within 60 days of the appointment of Conciliator

On termination of Conciliation, if the dispute is still alive, the aggrieved party shall be free to invoke Arbitration.

40.5 Arbitration Agreement

The Arbitration agreement is annexed.

41. Termination due to Breach, Default, and Insolvency

41.1 Defaults and Breach of Contract: In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the High Court of Uttarakhand’s rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

- a. **Default in Performance and Obligations:** if the contractor fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the High Court of Uttarakhand.
- b. **Insolvency:** If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- c. **Liquidation:** if the contractor is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture- holders to appoint a Receiver, Liquidator or Manager.

41.2 Notice for Default: As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

41.3 Terminations for Default: Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the High Court of Uttarakhand, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor. Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the High Court of Uttarakhand after that. Unless otherwise instructed by the High Court of Uttarakhand, the contractor shall continue to perform the contract to the extent not terminated. All Defect Liability obligations, if any, shall continue to survive despite the termination.

41.4 Contractual Remedies for Breaches/ Defaults or Termination for Default: If there is an unsatisfactory resolution within this period, the High Court of Uttarakhand shall take one; or more of the following contractual remedies.

- i. Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete. Call back any loaned property or advances of payment, if any, with a levy of interest at the prevailing rate(MIBID - Mumbai Interbank Bid Rate).
- ii. Recover liquidated damages and invoke denial clause for delays.
- iii. Encash and/ or Forfeit performance or other contractual securities.
- iv. Prefer claims against insurances, if any.
- v. Terminate Contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.

41.5 Risk and Cost Procurement: In addition to termination for default, the High Court of Uttarakhand shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the “Risk and Cost” of the contractor. Such Risk and Cost Procurement must be contracted within six months from the breach of Contract. The contractor shall be liable for any loss which the High Court of Uttarakhand may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the High Court of Uttarakhand. It shall not be necessary for the High Court of Uttarakhand to notify the contractor of such procurement. It shall, however, be at the discretion of the High Court of Uttarakhand –

- a. to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.
- b. Initiate proceedings in a court of law for the transgression of a law, tort, and loss, not addressable by the above means.

41.6 Limitation of Liability

Except in cases of criminal negligence or willful misconduct, the aggregate liability of the contractor to the High Court of Uttarakhand, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the High Court of Uttarakhand concerning IPR infringement.

41.7 Termination for Default/ Convenience of High Court of Uttarakhand

The High Court of Uttarakhand reserves the right to terminate the contract, in whole or in part for its (the High Court of Uttarakhand ’s) convenience or frustration of Contract as per sub-clause below, by serving written ‘Notice for Determination of Contract’ on the contractor at any time during the currency of the contract. The

notice shall specify that the termination is for the convenience of the High Court of Uttarakhand or the frustration of the contract. The notice shall also indicate inter-alia, the extent to which the contractor's performance under the contract is terminated, and the date with effect from which such termination shall become effective.

Such termination shall not prejudice or affect the rights and remedies accrued and/or shall accrue after that to the Parties.

Unless otherwise instructed by the High Court of Uttarakhand, the contractor shall continue to perform the contract to the extent not terminated.

All Defect Liability obligations, if any, shall continue to survive despite the termination.

The Services and incidental goods/ works that can be delivered or performed within thirty days after the contractor's receipt of the notice of termination shall be accepted by the High Court of Uttarakhand as per the contract terms. For the remaining Services and incidental goods/ works, the High Court of Uttarakhand may decide:

- a. To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or
- b. To cancel the remaining portion of the Services and incidental goods/ works and compensate the contractor by paying an agreed amount for the cost incurred by the contractor, if any, towards the remaining portion of the Services and incidental goods/ works.

41.8 Frustration of Contract

Notice of Frustration Event: Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party whether as a result of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract, as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the High Court of Uttarakhand shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration as in the sub-clause above. However, the following shall not be considered as such a supervening cause

- i. Lack of commercial feasibility or viability or profitability or availability of funds;

- ii.** if caused by either party's breach of its obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

41.9 Closure of Contract

The contract shall stand closed upon successful performance of all obligations by both parties, including completion of Defect Liability obligations and final payment.

FORMATS AND ANNEXURES

ANNEXURE-I

Technical Bid

TENDER FOR HIRING OF 6 (SIX) DIGITAL PHOTOCOPIER MACHINES ON RENTAL PER PAGE/COPY BASIS FOR A PERIOD OF 3 YEARS AT HIGH COURT OF UTTARAKHAND, NAINITAL

SN	Qualification Criteria	Page Number From... to...
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., e-mail address	
5.	Bidder must have latest GST/ TAN/ PAN registration & Tax Clearance Certificate from the Competent Authority.	
6.	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 10 years.	
7.	A duly stamped Power of Attorney in the name of the Authorized Signatory for this tender	
8.	The bidder must have an office in Uttarakhand for proper implementation of the project.	
9.	<p>Work Experience: Bidder must have Completed/ongoing similar kind of rental basis photocopy/printing service/Maintenance contract of photocopier during last 5 years, in Central Government/State Government Departments/Public Sector Undertakings/Autonomous Bodies should be either of the following: -</p> <ul style="list-style-type: none"> • Three similar completed works each costing not less than the amount equal to Rs. 7.00 Lakh; or • Two similar completed works each costing not less than the amount equal to Rs. 10.00 Lakh; or • One similar completed work costing not less than the amount equal to Rs. 13.00 Lakh; <p>With Any High Court/Large Govt. Department/PSU/Govt. Undertakings etc.</p>	
10.	<p>Bidder shall furnish documentary evidence to demonstrate that-</p> <p>(a) Non-performance of a contract did not occur within the last 10 years, based on all fully settled disputes or litigation information.</p> <p>(b) Financial implications of all pending litigation shall in total not exceed 10% of the Bidder's net worth.</p> <p>(c) Failure to sign a contract after receiving a notice of award has not occurred in the past 10 years.</p> <p>(d) Declaration regarding Non-Blacklisting for last 10 years.</p>	
11.	Declaration of Acceptance of Terms and Conditions in RFP	
12.	<p>Certifications required</p> <ul style="list-style-type: none"> • ISO 9001:2015 – Quality Management System 	
13.	Vendor must have 20+ employees on their payroll. As a documentary evidence employee name along with ESIC or PF number is required.	
14.	Turnover: Minimum average annual turnover of at least of Rs. 20 lakh, within the last 5 years, and Turnover Information along with documentary evidence in support shall be furnished.	
15.	Financial Viability	

	(a) The average coefficient of Current ratio (Current Assets / Current Liabilities): Greater than 1 (b) The average coefficient of Debt ratio (Total Debt / Total Assets): Less than 50%	
16.	Financial Liquidity: Bidder should have access to or has available liquid assets, lines of credit and other financial means, other than any contractual advance payments, to meet 3 months' cash flow of the estimated bid value net of applicant's commitments in this period for other contracts. The net worth: The Net worth of Bidder firm (or principal of authorized representative) should not be negative on 'The Relevant Date' and should not have eroded by more than 30% in the last 5 years.	
17.	Tender cost as mentioned in the tender towards tender Cost of Rs. 3,540/- drawn from a Scheduled Bank and in favour of the Registrar General, High Court of Uttarakhand, Nainital	
18.	EMD as mentioned in the tender towards EMD as mentioned in the tender	

Note:- If the relevant documents are not properly page-numbered, the bid shall be liable to outright rejection. No correspondence or clarification in this regard shall be entertained.

ANNEXURE-II

Financial-Bid

Tender Inviting Authority: Registrar General, High Court of Uttarakhand, Nainital				
Name of Work: TENDER FOR HIRING OF 6 (SIX) DIGITAL PHOTOCOPIER MACHINES ON RENTAL PER PAGE/COPY BASIS FOR A PERIOD OF 3 YEARS AT HIGH COURT OF UTTARAKHAND, NAINITAL				
Contract No: 042026/UHC/IT/Photocopier/2026				
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.	Machine Type	Paper Size	Print Type	Per Copy Charges (inclusive of all taxes)
1.	75-80 PPM (B&W)	A4	Front Page Only	
2.	75-80 PPM (B&W)	A4	Front & Back (Duplex)	
3.	75-80 PPM (B&W)	Legal	Front Page Only	
4.	75-80 PPM (B&W)	Legal	Front & Back (Duplex)	
5.	75-80 PPM (B&W)	A3	Front Page Only	
6.	75-80 PPM (B&W)	A3	Front & Back (Duplex)	
7.	30-35 PPM (Color)	A4 (B&W)	Front Page Only	
8.	30-35 PPM (Color)	A4 (B&W)	Front & Back (Duplex)	
9.	30-35 PPM (Color)	A4 (Color)	Front Page Only	
10.	30-35 PPM (Color)	A4 (Color)	Front & Back (Duplex)	
11.	30-35 PPM (Color)	Legal (B&W)	Front Page Only	
12.	30-35 PPM (Color)	Legal (B&W)	Front & Back (Duplex)	
13.	30-35 PPM (Color)	Legal (Color)	Front Page Only	
14.	30-35 PPM (Color)	Legal (Color)	Front & Back (Duplex)	
15.	30-35 PPM (Color)	A3 (B&W)	Front Page Only	
16.	30-35 PPM (Color)	A3 (B&W)	Front & Back (Duplex)	
17.	30-35 PPM (Color)	A3 (Color)	Front Page Only	
18.	30-35 PPM (Color)	A3 (Color)	Front & Back (Duplex)	
TOTAL				

Note:

1. Rates shall be inclusive of machine rental, toner, drum, spare parts, and all consumables.
2. Only paper, space and electricity shall be provided by the Hon'ble High Court.
3. No separate or additional charges shall be payable beyond the quoted rates.
4. Aforementioned BOQ is only for indicative purpose. The vendor is required to fill and upload the BOQ which was given in the e-tender Portal.

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 Bidder with Seal

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

Previous experience(s) of the services provided by the Agency to the High Court/Govt./Semi Government Department and reputed/Ltd. Companies (minimum five years experience is essential)				
S.N.	Name	Billing Amount (in Rs.)	Period	Status

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 here by undertake to abide by the same without any reservation on any grounds what so ever. In case of any breach of the said conditions, I/We shall be responsible for the consequences arising out of such situation(s).

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

Date:

Place:

CERTIFICATES

I/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 equipments 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.

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

ANNEXURE-III
SPECIFICATIONS

S.N.	Specification	75-80 PPM Machine (B&W)	30-35 PPM Machine (Color)
1	Machine Type	Digital Multifunctional Copier (Print/Scan/Copy)	Digital Multifunctional Copier (Print/Scan/Copy)
2	Technology	Laser / Dry Electrostatic Transfer	Laser / Dry Electrostatic Transfer
3	Print Speed	Minimum 75-80 Pages per Minute (A4)	Minimum 30-35 Pages per Minute (A4 – Color & B&W)
4	Print Resolution	Minimum 1200 × 1200 dpi	Minimum 1200 × 1200 dpi & 600 × 600 dpi
5	Warm-up Time	30 seconds or less	40 seconds or less
6	First Copy Out Time	5 seconds or less	7 seconds or less (B&W), 8 seconds or less (Color)
7	Paper Sizes Supported	A4, Legal, A3	A4, Legal, A3
8	Paper Tray Capacity	Minimum 2000 sheets (expandable)	Minimum 500 sheets (expandable)
9	Bypass Tray	Minimum 100 sheets	Minimum 100 sheets
10	Automatic Duplex	Standard	Standard
11	Automatic Document Feeder (ADF)	Minimum 100 sheets DSPF	Minimum 50 sheets RSPF
12	Zoom Range	25% to 400%	25% to 400%
13	Scanner Type	Color Scanner	Color Scanner
14	Scan Speed	Minimum 140 ipm simplex/240 ipm duplex	Minimum 70 ipm
15	Scan Resolution	Up to 600 dpi or higher	Up to 600 dpi or higher
16	Connectivity	USB 2.0/3.0, Ethernet (10/100/1000 Base-T)	USB 2.0/3.0, Ethernet (10/100/1000 Base-T)
17	Network Printing	Yes	Yes
18	Supported OS	Windows, Linux, Mac OS	Windows, Linux, Mac OS
19	Control Panel	Minimum 5-7 inch Touch Screen Display	Minimum 7-inch Touch Screen Display
20	Memory (RAM)	Minimum 5 GB	Minimum 5 GB
21	Hard Disk	Minimum 250 GB	Minimum 250 GB
22	Duty Cycle	Minimum 3,00,000 copies per month	Minimum 1,50,000 copies per month
23	Toner Type	High Yield Toner Cartridge	Separate CMYK Toner Cartridges
24	Power Supply	220–240V, 50Hz	220–240V, 50Hz
25	Energy Compliance	Energy Efficient / BEE Certified (if applicable)	Energy Efficient / BEE Certified (if applicable)
26	Additional Features	Scan to Email, Scan to Folder, ID Card Copy, Secure Print	Scan to Email, Scan to Folder, ID Card Copy, Secure Print

Authorized Signatory (Seal of the Company)

ANNEXURE-IV

Arbitration Agreement

This Arbitration Agreement (hereinafter referred to as this “Agreement”) relating to this Contract (hereinafter called the “Main Agreement” for this agreement) is made under the provisions of The Arbitration and Conciliation Act, 1996 as amended from time to time and the rules there under (hereinafter called The Arbitration Act). This Agreement shall continue to survive termination, completion, or closure of the Main Agreement for 120 days after that.

Subject to aforesaid provisions, relevant clauses of the contract shall apply to the appointment of arbitrators and arbitration proceedings under this Agreement.

The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to be referred to Micro and Small Enterprises Facilitation Council if the dispute is regarding any amount due under Section 17 of the MSMED Act, 2006. If a Micro or Small Enterprise, being a party to dispute, refers to the provisions in MSMED Act 2006, these provisions shall prevail over this Agreement.

Notice for Arbitration

Authority to Appoint Arbitrator(s): For this Arbitration Agreement ‘The Appointing Authority’, to appoint the arbitrator shall be Head of the Procuring Organization named in the contract and includes if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.

In the event of any dispute as per GCC-clause 12.1 above, if the Adjudicator fails to decide within 60 days (as referred in 12.3 above), or the Conciliation is terminated (as referred in sub-clause 12.4 above) then, parties to the contract, after 60 days but within 120 days of ‘Notice of Dispute’ (clause 12.1 above) shall request the Appointing Authority through a “Notice for Arbitration” in writing requesting that the dispute or difference be referred to arbitration.

The “Notice for arbitration” shall specify the matters in question or subject of the dispute or difference indicating the relevant contractual clause, as well as the amount of claim item-wise.

Reference to Arbitration

After appointing Arbitrator(s), the Appointing Authority shall refer the Dispute to them. Only such dispute or difference shall be referred to arbitration regarding which the demand has been made, together with counter-claims or set off. Other matters shall be beyond the jurisdiction of Arbitrator(s)

Appointment of Arbitrator

Qualification of Arbitrators:

In the case of retired officers of The Procuring organisation, he shall have retired in the rank of Senior administrative grade (or equivalent) and shall have retired at least 1 years prior and must not be over 70 years of age on the date of Notice for arbitration.

He/ they shall not have had an opportunity to deal with the matters to which the contract relates or who, in the course of his/ their duties as officers of the Procuring Organization, expressed views on any or all of the matters under dispute or differences. A certification to this effect (as per Format 1.1.4) shall be taken from Arbitrators. The proceedings of the Arbitral tribunal or the award made by such Tribunal shall, however, not be invalid merely for the reason that one or more arbitrators had in the course of his service, an opportunity to deal with the matters to which the contract relates or who in the course of his/ their duties expressed views on all or any of the matters under dispute.

An Arbitrator may be appointed notwithstanding the total no. of arbitration cases in which he has been appointed in the past.

Not be other than the person appointed by The Appointing Authority and that if for any reason that is not possible, the matter shall not be referred to arbitration at all.

Replacement of Arbitrators

If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or in the event of the arbitrator dying, neglecting/ unable or unwilling or refusing to act for any reason, or his award being set aside by the court for any reason, or in the opinion of The Appointing Authority fails to act without undue delay, the Appointing Authority shall appoint new arbitrator/ arbitrators to act in his/ their place in the same manner in which the earlier arbitrator/ arbitrators had been appointed. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

Appointment of Arbitrator:

In cases where the total value of all claims in question added together does not exceed Rs 50,00,000/ - (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of sole Arbitrator. For this purpose, The Appointing Authority shall send to the contractor, within 60 days from the day of receipt of a written and valid notice for arbitration, a panel of at least four (4) names of retired officers, duly indicating their retirement dates. The contractor shall be asked to nominate at least two names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by the

Appointing Authority. The Appointing Authority shall appoint at least one out of them as the sole arbitrator within 30 days from the receipt of the names of the contractor's nominees.

In cases where the total value of all claims in question added together exceeds Rs 50,00,000/ - (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of three (3) retired Officers of the Procuring Organization. For this purpose, The Appointing Authority shall send a panel of at least four (4) names of such Officer(s) empanelled to work as Arbitrators duly indicating their retirement date to the contractor within 60 days from the day when a written and The Appointing Authority receives valid demand for arbitration.

The contractor shall be asked to nominate at least 2 names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the contractor's nominee. It shall also simultaneously appoint the balance number of arbitrators either from the panel or outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed, within 30 days from the receipt of the names of Contractor's nominees.

If the contractor does not suggest his nominees for the arbitral tribunal within the prescribed timeframe, The Appointing Authority shall proceed for appointment of the arbitral tribunal within 30 days of the expiry of such time provided to the Contractor.

Failure to appoint Arbitrators.

If The Appointing Authority fails to appoint an arbitrator within 60 (sixty) days, then subject to the survival of this Arbitration Agreement, in international commercial arbitration, the Supreme Court of India shall designate the arbitral institution for the appointment of arbitrators. In case of national arbitrations, the High Court shall designate arbitral institutions. The Arbitration Council of India must have graded these arbitration institutions. These arbitral institutions must complete the selection process within thirty days of accepting the request for the arbitrator's appointment.

The Arbitral Procedure

Effective Date of Entering Reference: The arbitral tribunal shall be deemed to have entered the reference on the date on which the arbitrator(s) have received notice of their appointment. All subsequent time limits shall be counted from such date.

Seat and Venue of Arbitration: The seat of arbitration shall be the place from which the Letter of Award or the contract is issued. The venue of arbitration shall be the same as the seat of arbitration. However, in terms of section 20 of The Arbitration Act, the arbitrator, at his discretion, may determine a venue other than the seat of the

arbitration without in anyway affecting the legal jurisdictional issues linked to the seat of the arbitration.

If the Adjudication and/ or Conciliation mechanisms had not been exhausted before such reference to Arbitration, the Arbitrator should ask the aggrieved party to approach designated authority for such mechanisms before the Arbitration proceedings are started.

The claimant shall submit to the Arbitrator(s) with copies to the respondent his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within 30 days from the date of appointment of the Arbitral Tribunal unless otherwise extension has been granted by Arbitral Tribunal.

On receipt of such claims, the respondent shall submit its defence statement and counter-claim(s), if any, within 60 days of receipt of the copy of claims, unless otherwise extension has been granted by Arbitral Tribunal.

No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during arbitration proceedings subject to acceptance by the Tribunal having due regard to the delay in making it.

Statement of claims, counterclaims and defence shall be completed within six months from the effective reference date.

Oral arguments to be held on a day-to-day basis: Oral arguments as far as possible shall be heard by the arbitral tribunal on a day-to-day basis, and no adjournments shall be granted without sufficient cause. The arbitrator (s) may impose an exemplary cost on the party seeking adjournment without sufficient cause.

Award within 12 (twelve) months: The arbitral tribunal is statutorily bound to deliver an award within 12 (twelve) months from the date when the arbitral tribunal enters reference. The award can be delayed by a maximum of six months only under exceptional circumstances where all parties consent to such extension of time. The court's approval shall be required for further extension if the award is not made out within such an extended period. During the period of an application for extension of time is awaiting before the court, the arbitrator's proceedings shall continue until the disposal of the application.

Fast Track Procedure: The parties to arbitration may choose to opt for a fast-track procedure either before or after the commencement of the arbitration. The award in fast-track arbitration is to be made out within six months, and the arbitral tribunal shall be entitled to additional fees. The salient features of the fast-track arbitration are:

The dispute is to be decided based on written pleadings only.

Arbitral Tribunal shall have the power to call for clarifications in addition to the written pleadings where it deems necessary.

An oral hearing maybe held only if the entire parties request or the arbitral tribunal considers it necessary.

The parties are free to decide the fees of the arbitrator(s) for fast-track procedure.

Powers of Arbitral Tribunal to grant Interim Relief: The parties to arbitration may approach the arbitral tribunal for seeking interim relief on the grounds available under section 9 of the act. The tribunal has the powers of a court while making interim awards in the proceedings before it.

Confidentiality: As provided in Section 42A of The Arbitration Act, all the details and particulars of the arbitration proceedings shall be kept confidential except in certain situations, like if the disclosure is necessary for the implementation or execution of the arbitral award.

Obligation During Pendency of Arbitration: Performance of the contract shall, unless otherwise directed by the High Court of Uttarakhand, continue during the arbitration proceedings, and no payment due or payable by the High Court of Uttarakhand shall be withheld on account of such proceedings, provided; however, it shall be open for Arbitral Tribunal to consider and decide whether or not the performance of the contractor payment therein should continue during arbitration proceedings.

The Arbitral Award

In the case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of the Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

The arbitral award shall state item-wise the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award canbe inferred from it.

It is further a term of this arbitration agreement that where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made in terms of Section 31 (7) (a) of The Arbitration Act.

The award of the arbitrator shall be final and binding on the parties to this Contract.

A party may apply for corrections of any computational errors, typographical or clerical errors, or any other error of similar nature occurring in the award or interpretation of a specific point of the award to the Tribunal within 60 days of receiptof the award.

A party may apply to the Tribunal within 60 days of receiving the award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

Savings

The Arbitral Tribunal shall decide any matter related to Arbitration not covered under this Arbitration Agreement as per the provisions of The Arbitration Act.

Cost of Arbitration and fees of the Arbitrator(s)

The concerned parties shall bear the cost of arbitration in terms of section 31 (A) of The Arbitration Act. The cost shall inter-alia include fees of the Arbitrator. Further, the fees payable to the Arbitrator shall be governed by instructions issued on the subject by the High Court of Uttarakhand and/ or the Government from time to time, in line with the Arbitration and Conciliation Act, irrespective of the fact whether the Arbitrator is appointed by the High Court of Uttarakhand or the Government under this clause or by any court of law unless directed explicitly by Hon'ble court otherwise on the matter. A sole arbitrator shall be entitled to a 25% extra fee over such a prescribed fee.

The arbitrator shall be entitled to a 50 percent extra fee if the award is made within 6 months in terms of provisions contained in section 29(A) (2) of The Arbitration Act.

Besides the above, Arbitrator shall also be entitled to this extra fee in cases where Fast Track Procedure in terms of section 29 (B) of The Arbitration Act is followed.

FOR HIGH COURT

FOR CONTRACTOR

Witness 1.....

Witness 1.....

Witness 2.....

Witness 2.....