

HIGH COURT OF UTTARAKHAND AT-NAINITAL**[Email- highcourt-ua@nic.in](mailto:highcourt-ua@nic.in)****Telephone No. 05942-233826****TENDER NOTICE**

Dated: 02.11.2022

This Court invited On-line offers through BOQ Based GeM bidding from Manufacturer/Authorized Distributors/Dealer/Accredited Agents for "Supply, delivery, installation and commissioning of 125 nos. Steel racks Open (as per Specifications mentioned in bid document)" for the use of Hon'ble High Court of Uttarakhand at Nainital. The Vendors are required to submit their offer on GeM portal only in two bids system i.e. technical & financial bid as per norms of GeM portal.

For detailed information like Date of Submission and opening of bid etc., you may please visit the GeM portal www.gem.gov.in. The bid documents will also be available on our website www.highcourtofuttarakhand.gov.in for reference only. The offer will be accepted On-line only on GeM portal with terms and conditions as mentioned in GeM bidding documents.

S/d
Registrar (Protocol)
High Court of Uttarakhand
Nainital

BID DOCUMENT
TECHNICAL SPECIFICATIONS AND TERMS & CONDITIONS

Check List for Bidder					
SN	Details	Documents Required	Yes/No	From Page	To Page
1	Tender Fee of Rs. 590/-	RTGS/NEFT Detail			
2	EMD of Rs. 10,000/-	RTGS/NEFT Detail			
3	EMD exemption as per norms of GeM	Category document to be enclosed			
4	OEM (Manufacturer) Authorization				
5	Unconditional 01 year warranty				
6	GST Certificate	Certificate			
7	Not blacklisted in last 05 year	Affidavit (Rs. 10 Stamp Paper) (Acceptance as detailed in Bid document)			
8	Bidders/OEM Turnover of last three years	CA certified/Document			
9	Latest Performance certificate issued by end user for same or steel furniture	Latest Certificate issued by user or Work Orders			
10	Delivery	Declaration to deliver equipment within 45 days from the date of award of Contract.			
11	Acceptance of Buyer Specific Terms & Conditions	Declaration			
12	Any other documents	Documents			

SN	Buyer Specific Terms & Conditions
1	Documents in technical bid must be attached in chronological order as per Sr. No. (1 to 12) of Checklist. Submission of checklist is mandatory for bidders failing which tender is liable to be rejected.
2	Unconditional warranty / Guarantee for 01 year to be declared by OEM (Original Equipment Manufacturer)/bidder from the date of installation. The Warranty / Guarantee must cover all parts. If any trouble or defect originating with the design, materials, workmanship or operating characteristics of any materials arise at any time from the date of Installation, the same shall promptly as possible make such alteration, repairs and replacement as soon as notified thereof, the seller shall at his own expenses and as promptly as may be necessary to permit the materials functional in accordance with the specification and to fulfill the foregoing guarantee/ warranty.
3	<p>Details for submission of Tender Fee (Rs. 590/-) & EMD (Rs. 10,000/-) :</p> <p>(A) Tender Fee & Earnest Money Deposit (EMD) shall be submitted in the form of RTGS/NEFT as per following details and receipt / proof of the same must be attached with the technical bid:</p> <p>(a) Account Number:- 10860835287</p> <p>(b) Name of Account :- Registrar General, High Court of Uttarakhand, Nainital, Uttarakhand- 263001</p> <p>(c) Name of Bank and Branch:- State Bank of India, Main Branch, Mallital, Nainital, Uttarakhand- 263001</p> <p>(d) IFSC Code:- SBIN0000687</p> <p>(e) Date of Transaction:-</p>

4	<p>Following details are be provided by the bidders in technical bid:</p> <p>(a) Bid number: (b) Amount of EMD: (C) Name of Bank and Branch (d) IFSC Code (e) Name of account (f) Account number in which EMD amount is to be credited (g) UTR Number (h) Copy of Cancelled Cheque</p> <p>i. In non-compliance of terms & conditions of the tender and/or supply order, EMD may be forfeited. ii. The EMD of unsuccessful bidder will be released after the supply is matured.</p> <p>iii. The EMD of successful bidder will be released after execution of supply order satisfactorily. iv. No interest will be paid on EMD amount of successful/ unsuccessful bidders.</p>
5	<p>The cost of quoted item/unit should be inclusive of all taxes (GST etc.), installation charges & Transportation etc. The price should be on F.O.R. "High Court of Uttarakhand at Nainital".</p>
6	<p>Delivery date at destination taking into cognizance of transit facilities will be 45-days from the time of generation of contract on GeM portal. This contractual delivery date/period should be inclusive of all the lead-time. The delivery date, as mentioned in the supply order will be binding and have to abide by vendors.</p>
7	<p>The Institute reserves the right to cancel/reject the bid without assigning any reason thereof.</p>
8	<p>Any action on the part of the bidder to influence anybody of the Institute will lead to rejection of the bid.</p>
9	<p>Notwithstanding any other provision, the terms & conditions and any other items given in the Purchase order will be treated as binding with "Errors & omission Expected" basis. However, if the supplier notices any mistake in the contentions of the order, he must bring the same to the notice of the Institute and seek clarifications. Supplier will have to bear the responsibility for failure to take this action.</p>
10	<p>The Institute may in writing make any revision or change in the purchase order for quantities originally ordered. If any such revisions/changes affect the price or delivery, the same shall be subject to the adjustment of price/delivery, where requires on a reasonable basis by mutual agreement in writing which should be communicated.</p>
11	<p>The bidder should not have been blacklisted or debarred by any Central/State Government/agency of Central/Sate Government/Public Sector Undertaking/Regulatory Authority of India at the time of submission of this bid. Bidder must upload undertaking to this effect with their technical bid.</p>
12	<p>Performance Bank Guarantee:-</p> <p>i. The tenderer shall furnish performance bank guarantee/FDR (as security money) @5% of order value in favour of "Registrar General High Court of Uttarakhand, at Nainital" at the time of installation of the items and the period of PBG/FDR shall be effective from the date of installation of the items upto 03 months after the end date of warranty period. ii. PBG/FDR will be returned to the firm after 03 months of satisfactory completion of warranty period (12 months). iii. No interest will be paid on Performance bank guarantee.</p>
13	<p>Earnest Money be paid through RTGS/NEFT only, as per details mentioned on point no.3, above.</p> <p>i. Non-compliance of terms & conditions of the bid and/or supply order may amount forfeiture of EMD.</p>

	ii. The EMD of unsuccessful bidder will be released once the bid is finalized. The EMD of successful bidder will be released after execution of supply order satisfactorily.
14	If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria".
15	Unless otherwise specified in the order, the order price shall remain firm and will not be subject to escalation of any description during the pendency of the order, notwithstanding the change in the cost of materials, labor and/or variations in taxes, duties and other levies on raw materials and components that may take place while the order is under execution even if the execution of the order is delayed beyond the completion date specified in the order for any reason whatsoever.
16	The Institute may at his option, remove such defective materials at the seller's expense in which event the seller shall, without any cost to the High Court of Uttarakhand and as promptly as possible, furnish and install proper materials, repaired or replaced materials shall be similarly guaranteed for a period of 12 (twelve) months. However, the basic spirit of warranty & guaranty of the equipment as per bid, will remain unchanged.
17	In the event of materials supplied do not meet the specifications and are not in accordance with the picture and or the terms of this supply order, rectification is required at site, the High Court shall notify to the seller giving full details of differences. The seller shall attend the site, within 03 days of receipt of such notice to meet with representative of the High Court for the action required to correct the deficiency.
18	If the seller fails to attend meeting at site within the time prescribed above, the High Court shall immediately get the same rectified the work/materials and seller shall reimburse the Institute all costs and expenses incurred by the High Court in removing such trouble or defect.
19	100% payments shall be released subject to satisfactory report /installation report of materials (whichever is applicable). Performance bank guarantee @ 05% of the ordered value shall have to be submitted before processing for release of payment.
20	Time delivery as mentioned in Purchase order shall be the essence of the order and no variation shall be permitted except with prior consent in writing from Buyer.
21	In the event of delay in making delivery on the part of the vendor, it will be at buyer's discretion to receive delivery with a reduction in price of the article/ or equipment/ items.
22	Forced majeure shall mean and be limited to the Following: (a) Any war/hostilities. (b) Any riot or civil communication. (c) Any earthquake, flood tempest, lightning or other natural physical disaster Any strike, or lock-out (only those exceeding ten continuous days in duration) affecting the performance of the seller's obligation.
23	In the event of delay delivery and/or unsatisfactory manufacturing progress and supply, the High Court has the right to cancel the purchase order as whole or in part without liability for cancellation charges. In the event of rejection of non-confirming goods, the vendor shall be allowed, without any extension of delivery time to correct the non-conformities, should however the vendor fail to do so within stipulated time, the High Court may cancel the order.
24	No Payment shall be made for rejected material nor would the bidder be entitled to claim for such items.
25	Rejected items would be removed by the supplier from the site within two weeks of the date of rejection at their own cost. In case they are not removed they will be auctioned at the risk and responsibilities of the suppliers without any further notice.

26	In the case of not honoring the supply order, High Court of Uttarakhand will have the right to impose penalty as deemed fit to resort to make purchase at the suppliers cost and risk may forfeit his security to make purchase at the suppliers cost and risk.
27	In the case of non-supply of stores within stipulated period, it will be at the discretion of the High Court of Uttarakhand, Nainital to accept delivery with late delivery clause @ 0.5% per week or part of the week of delayed supply period not exceeding 10% of the order value for indigenous item.
28	All disputes and questions, if any, arise between the Institute and the bidder out of or in connection with the terms and conditions contained herein or as to the construction of application thereof, or the respective rights and obligations of the parties there under or as to any clause or thing herein contained or by reason of the supply or failure or refusal to supply any material or as to any other matter in any way relating to this offer shall be decided by the Registrar General, High Court of Uttarakhand, Nainital and when the decision would not be accepted by the bidder, then the matter shall be subject to the jurisdiction of Nainital Courts only.
29	The firm will attach GST Registration certificate in technical bid failing which tender is liable to be rejected.
30	The Manufacturer or their representative will ensure a proper after sales service as per our requirement from time to time, against the guarantee/warranty clause as per terms and conditions agreed under negotiations would be provided at our Institute without fail. Any negligence on this account shall be the sole responsibility of manufacturer/ vendor and the liability for compensation will be fixed by the Institute. If the items is not rectified by the firm and the equipment/items is under breakdown for certain period, the Institute will impose the penalty clause for that period as deemed fit (twice the period, equipment remained breakdown).
31	Upload Manufacturer authorization: Wherever Authorized Distributors are submitting the bid, Manufacturers Authorization Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
32	Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings should not be bankrupt. Bidder to upload undertaking to this effect with bid.
33	End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
34	Scope of supply (Bid price to include all cost components): Supply Installation Testing and Commissioning of Goods.
35	Bidder Turnover Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March, 2022, should be as indicated in the bid document. Documentary evidence in the form a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criterion.
36	To be eligible for award of contract, Bidder / OEM must possess following Certificates on the date of bid opening (to be uploaded with bid): Bidder should upload all certificates and design of Steel Rack along with the technical bid at the time of participation.
37	OPTIONAL SITE VISIT: 1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. 2. The Bidder representative shall be allowed entry upon consignee premises for

	<p>such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.</p> <p>3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.</p>
38	Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
39	Timely rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).
40	The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or steel furniture Category Products during preceding 3 financial years (i.e. current year and two previous financial years) as on opening of bid. Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders and supply order should be uploaded with bid.
41	While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
42	In case of any false information / statement / document found in the bid, such bids shall be liable for rejection and respective bidder shall solely be responsible for the same.
43	Product Catalogue:- Brochure / Catalogue of quoted product to be attached compulsorily. Required certification as per specification of quoted item to be attached compulsorily.

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Specification of Steel Rack

SN	Description of Feature	Required Specifications in each Steel Rack
1	Material of Shelves & Angle	M.S Steel
2	Angle	Slotted
3	Height	8.25 feet
4	Shelves Size	16x36 inches
5	Nos. of Shelves	08 nos.
6	Nos. of Compartments	07 nos.
7	Height of each Compartments	01 feet
8	Thickness of Shelves	1.2 mm
9	Thickness of Angles (Slotted)	02 mm
10	Corner Plates	08 nos. (MS Steel)
11	Load Capacity of per Shelve	75 kg.
12	Load Capacity of whole Rack	600 kg.
13	Design & Shape	Open & Rectangular
14	Paint & Color	Powder Coated & Gray

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