

**HIGH COURT OF BOMBAY****TENDER NO. HIGH COURT/STATIONARY/2024/05****Tender Notice for Supply of Metal Shelving Rack (Powder Coated)  
**(Three side closed and one side open)****

Tenders are invited from the Manufacturers, Authorised Dealers/Registered Suppliers/Distributors **for empanellment of the Companies/Firms to supply Metal Shelving Racks (Powder Coated) (Three side closed and one side open)** for the use of the Bombay High Court, Appellate Side Registry for the Financial Year 2024-25. The Authorized Dealers/Registered Suppliers/Distributors and bonafide Indian Citizens as individuals, societies or corporate bodies having good experience with financial capability for being taken up on the panel for the supply of Metal Shelving Rack (Powder Coated) (Three side closed and one side open) (**Annexure – III**) and **BoQ** for the use of Bombay High Court, Appellate Side, Registry for the Financial Year 2024-25. The contract may be extended further, if necessary, based on satisfactory performance. Interested parties may submit their Tender Offer on or before 19/08/2024 at 4.00 p.m. on the e-tendering website of the Government of Maharashtra i.e. <http://mahatenders.gov.in>. The Tender document and the Terms and Conditions are available on the websites viz. <http://mahatenders.gov.in> and <http://bombayhighcourt.nic.in>

Sd/-

Date: 05th August, 2024

Registrar General  
High Court, Bombay

**TENDER DOCUMENT****TENDER NO. HIGH COURT/STATIONARY/2024/05****Tender Notice for Supply of Metal Shelving Rack (Powder Coated)****(Three side closed and one side open)****Section I:- Eligibility Criteria**

<b>Sr. No.</b>	<b>Eligibility Criteria</b>	<b>Documentary Proof to be attached</b>
1	The Bidder's/Supplier's/Distributor's turnover from the sale of furniture in India should be at least Rs.10 lakhs. The Bidder/Supplier/Distributor shall upload scanned copies of the Balance Sheet, Profit & Loss Account for the last three Financial Years i.e. FY-2020-21, 2021-22, and 2022-23 duly Certified by a practicing Chartered Accountant.	Turnover Certificate issued by C.A. and Audited Balance Sheet and Profit & Loss Account. F.Y. 2020-21 F.Y. 2021-22 F.Y. 2022-23
2	A copy of the GST number as well as the PAN of the Firm/Individual.	GST Number.  PAN No.
3	Scan Copies of GST Returns for the last <b>two quarters (i.e. quarter ending December-2023 and March -2024)</b>	Enclose scan copy of the GST Returns.
4	The Bidders/Suppliers/Distributors must have supplied Metal Shelving Racks (Powder Coated) in the past to other Government Offices or Public Sector Undertakings (PSUs).	Enclose relevant documentary proof.
5	A copy of a valid <b>Test Certificate</b> confirming the quality of the powder coated Metal Shelving Rack (Powder Coated) (Three side closed and one side open) is as per the <b>specifications</b> mentioned at <b>Point No. 4.6</b> of <b>Section IV (Instruction) in the Tender Advertisement.</b>	As per the item specifications mentioned in this tender advertisement, submit the Quality Report of one of the approved Laboratory mentioned in the Government Resolution dated 01/12/2016. <b>(a list of approved laboratories is annexed herewith for your ready reference)</b>
6	The Bidder/Supplier/Distributor must not be blacklisted/debarred by the Central/State Government, Corporations or Public Sector Undertakings.	Undertaking to that effect <b>(Annexure-I)</b>

**SECTION II:- SCHEDULE**

<b>TENDER REFERENCE</b>	<b>TENDER No. HIGH COURT/ STATIONARY 2024/05</b>
Date of Publication	06/08/2024 at 12.00 noon
Document Download/Sale Start	06/08/2024 at 12.00 noon
Seek Clarification Start	06/08/2024 at 12.00 noon
Seek Clarification End	09/08/2024 at 4.30 p.m.
Pre Bid Meeting	12/08/2024 at 3.00 p.m.
Bid Submission Start	06/08/2024 at 12.00 noon
Last date and time for submission of Tender Offers	19/08/2024 at 4.00 p.m.
Date and Time of Opening of Tender Offers	21/08/2024 at 12.00 noon
The tender should be addressed to	The Registrar General, High Court of Judicature at Bombay.
Place of Pre-Bid Meeting	Chamber of the Registrar (Finance & Budget).
Address for communication	The Registrar (Finance & Budget), Bombay High Court, Appellate Side, Mumbai.
Contact Telephone no. and email address	022-22672031 022-22673568 Ext No. 1364 'fnbcs-bhc@nic.in'

**Section III:- Scope of Work**

The Bombay High Court, Appellate Side, Registry intends to empanel vendors for the supply of **Metal Shelving Racks (Powder Coated) (Three side closed and one side open)** for the use of the Bombay High Court, Appellate Side Registry for the Financial Year 2024-25. The Particulars of the requirements of the Metal Shelving Racks (Powder Coated) are enclosed at **Annexure-III**.

**Section IV :- Instructions****4.1 General:-**

1. Validity of the Panel is given as under:
  - a) Validity of bids – **180 days** from the date of opening of bids.
  - b) Validity of empanellment – **One year** from the date of empanellment.
  - c) Extension with mutual consent - **one year**.

Any offer falling short of the validity period is liable for rejection.

2. The Bidders are expected to examine all instructions, forms, terms and conditions in the bidding documents. Failure to furnish any information required by the bidding documents or submission of a Bid not substantially responsive to the bidding documents in every respect shall be at the Bidder's risk and may result in the rejection of the Bid. The bid is liable to be rejected outrightly without any intimation to the Bidder, if complete information called for in the Tender Document is not furnished or if any particulars asked for, in the Forms/ Proforma in the Tender are not fully disclosed.
3. The bidder shall bear all the costs associated with the preparation and submission of the Bid, including the cost of presentation/demonstration for the purposes of clarification of the Bid, if so desired by the High Court of Bombay. As per the item specifications mentioned in this tender advertisement, submit the Quality Report of one of the approved Laboratory mentioned in the Government Resolution dated 01/12/2016. The High Court of Bombay in no case will be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
4. The bidders should furnish the evidence/information regarding past supplies/clients etc. and satisfactory performance of the said work.
5. The contract shall be initially for a period of one year. However, the contract may be extended subsequently on mutual consent, for a further period of one year on the same rates, terms and conditions as may be decided by the Competent Authority, after a review of performance.
6. After the award of the contract, if the successful bidder fails to provide powder coated Metal Shelving Racks (Powder Coated) (Three side closed and one side open) to the satisfaction of the Registrar General then the contract is liable to be terminated along with forfeiture of the Security Deposit and other consequential actions without giving any prior notice.

7. **Placement of an order**, shall be subject to the satisfaction of the High Court about the quality of the Metal Shelving Racks (Powder Coated) offered by the Lowest Tenderer and if the High Court is not satisfied with the product being offered by the lowest Tenderer, the High Court reserves the right to place the order to the second or the third Lowest Tenderer, as the case may be, who offers good quality Metal Shelving Rack (Powder Coated). No further correspondence will be entertained in this regard after the submission of the Tender.
8. The rates approved in the tender shall be valid for the whole of the period of the contract and the rates accepted cannot be changed throughout the contractual period on any count by the Tenderer/Seller and no upward revision will be allowed during the period of the contract. If at any time during the period of the contract, the prices of the tendered item are reduced or brought down by any law, the Tenderer/Seller shall be bound to inform the Purchasing Authority immediately about such reduction in the contracted prices, in case the supplier fails to notify or fails to agree for such reduction of rate, the Purchasing Authority will revise the rates on the lower side.
9. The powder coated Metal Shelving Rack shall be provided with **numbers inscribed thereon**. The format of the number to be inscribed thereon will be provided to the successful bidder.
10. The Bidder must quote the price for the item mentioned in **Annexure III /BoQ** and if not quoted, the bid shall be summarily rejected.
11. It shall be the responsibility of the successful tenderer to deliver the Metal Shelving (Powder Coated) (Three side closed and one side open) **within 2 months or within such time as may be prescribed** from the date of the order received by the Tenderer.
12. All the rates quoted by the Tenderer should be **excluding of Taxes** and Payment of such taxes or like charges shall be the responsibility of the bidder.

13. The payment will be made to the successful bidder on a monthly basis as per the English Calendar within the reasonable time taken for passing the bill. However, it is provided that if there is a delay in making payment of the bill, then the High Court, Bombay shall not be liable to any interest charges to the bidder.
14. The Tenderer should provide the name and mobile number of the person, to be contacted at any time, even beyond office hours. This person should be capable of taking orders and arranging the supply of desired items, even at short notice.
15. In case the Supplier fails to supply the order in time or dishonors the contract in any way, the contract awarded shall be liable for outright cancellation/termination without assigning any reasons thereof, and the Security Deposit and payment due to him, if any, shall also be forfeited. In that event, this office shall be at liberty to entrust the job to any other firm/party at the risk and expenses of the defaulting supplier/bidder.
16. No separate charges shall be paid for the delivery of goods to the office of the Bombay High Court, Appellate Side Registry.
17. No advance payment will be made under any circumstances.
18. The Registrar General shall have the authority to select more than one firm/supplier/dealer for the award of a contract, based on the rates quoted by the tenderer for the supply of Metal Shelving Rack (Powder Coated) (Three Side Closed One Side Open). This office further reserves the right to decide whether a firm/supplier/dealer should be selected for the supply of item listed in the tender.
19. The successful bidder should not assign or sublet the empanellment or any part of it to any other third person/agency in any form. If the successful bidder is found doing so, shall result in termination of empanellment and forfeiture of Earnest Money Deposit/Security Deposit.

20. The Earnest Money Deposit/Security Deposit will stand forfeited if the successful bidder withdraws or on notifying the rates, refuses to accept the tender or violate any other terms and conditions of the tender.
21. The bidder should have a minimum **turnover of Rs. 10 lakhs**.
22. The bidder should not be a party in any legal proceedings before the Hon'ble Bombay High Court.
23. The preference of the bidder will be given to the nearby dealers who will give quick delivery of articles of the tender item and prompt services.
24. The Office reserves the right to terminate the contract at any time without assigning any reasons thereof.
25. The successful bidder shall provide the warranty in connection with the quality of the powder coated Metal Shelving Racks supplied by them till the completion of the contract period. In case of any defects arising, the successful bidder shall make the necessary arrangement to remove those defects to the satisfaction of this Registry or replace the same within a period of one week from notifying of the defects at his own cost else the Purchaser may take such remedial actions as deem fit. During the warranty period, the supplier is required to visit this office at the sites at least once in 4 months commencing from the date of delivery of the goods for preventive maintenance of the goods.
26. The Prospective bidders shall be required to provide one Metal Shelving Rack (Powder Coated) as per the specification mentioned in clause 4.6 of the tender advertisement as a sample. The sample given by the bidder to whom the contract shall be awarded will be kept with the office for due verification of the quality check of the Metal Shelving Rack (Powder Coated).

#### **4.2 Cost of Bid document:-**

The bidder needs to submit a non-refundable Tender fee of **Rs.5,100/- (Rupees Five Thousand One Hundred Only)** by online mode.

#### **4.3 Timely Submission:-**

1. The tender bid must contain the name, office address and telephone/mobile number(s) of the person(s) who are authorized to submit the bid with their signatures. A certificate from the bidder's HR/Legal Department must be enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of the Company.
2. The High Court of Bombay may, at its discretion, extend the deadline for the submission of Bids by amending the Tender Document. In such case, all rights and obligations of the Tender Issuer and Bidder, subject to the deadline will thereafter be subject to the deadline as extended.
3. The interested parties should submit Bids online completed in all respects on <http://mahatenders.gov.in>

#### **4.4 Pre-Bid Meeting and Amendment to Tender Document:-**

1. A sample of Metal Shelving Rack (Powder Coated) as per Annexure-III shall be demonstrated to the interested bidders for examination during the pre-bid meeting. The successful bidder shall have to supply a similar Metal Shelving Rack corresponding with the sample in quality and shall be free from any defect throughout the period of empanellment unless otherwise informed in writing to the successful bidder.
2. The prospective Bidders shall submit their Pre-Bid queries only by email to [fnbcs-bhc@nic.in](mailto:fnbcs-bhc@nic.in) having the subject line as **“Pre-bid queries for Supply of “Metal Shelving Racks (Powder Coated)(Three side closed and one side open)”**, at least **two days** before the date of Pre-Bid Meeting.

3. The Tendering Authority may, for any reason, whether on its own initiative or on the basis of queries/suggestions received from the Bidders or a clarification requested by a prospective Bidder, amend the Tender Document/issue Corrigendum to incorporate modifications or deletion of certain conditions in the Tender Document.
4. The amendments shall be published on the Websites <http://mahatenders.gov.in> and <http://bombayhighcourt.nic.in>. The Prospective Bidders are advised to periodically visit these Websites to find out any further Corrigendum / Addendum/ Notice published with respect to this Tender. All such amendments shall be binding on them. In the event of any amendment, the Tendering Authority reserves the right to extend the deadline for the submission of the Bids. In such case, all rights and obligations of the Tender Issuer and Bidder, subject to the deadline will thereafter be subject to the extended deadline.

#### **4.5 Assistant to Bidders :-**

1. Any queries relating to the Tender document and the terms and conditions contained therein should be addressed to the **Registrar (Finance & Budget)** by sending an email to **fnbcs-bhc@nic.in** or calling **telephone No.22673568 Ext.1364** as mentioned in the Tender document.
2. Any queries relating to the process of online bid submission or queries relating to the e-tendering system of the Government of Maharashtra at <http://mahatenders.gov.in>, in general, may be available at the 24x7 Help desk.

#### **4.6 Specification of Metal Shelving Racks (Powder Coated) (Three Side Closed One Side Open)**

##### **i) CLOSED TYPE :-**

Metal Shelving Rack (Closed Type with adjustable/fixed shelves and angle post in the following sizes with latest amendments and specifications as mentioned below:-

**ii) OVERALL SIZE :-**

No. of shelf including top and bottom	Height (H)mm	Width (W)/ Length (L)mm	Depth (D) Breadth (B)mm
6	1800	900	375
7	2100	900	375
8	2400	900	375

**iii) VERTICAL SUPPORT:-**

The Rack shall have vertical support made out of M.S. Angles of size 50x50x5 MM thick

**iv) SHELVES :-**

Shelves made of CRCA sheets 20G (1mm thick) should be supported 25x25x3 mm thick M.S. Angles frame inside each shelf.

**v) BACK & SIDES :-**

The Rack shall be covered from the back with CRCA sheets 22G (0.8mm thick). The side cladding of the rack shall be made of CRCA sheets 22G (0.8 mm thick).

**vi) COLORS :-**

a) Epoxy polyester powder coated :- All the metal parts should be coated with Epoxy polyester powder coated of silver gray or 'TA' Grey or any other shade with as per the choice of consignee. All metal parts should be thoroughly in-house pretreated by individual hot deep tank process, including degreasing, pickling phosphating, give phosphate coating conforming to IS 3618-1966 Class C. The treated material should be then coated with epoxy polyester powder minimum 50 micron thickness (+/- 0.5%) and oven baked at 180 to 200 centigrade. All these process must be done in-house only. These work cannot be outsourced.

**vii) PACKING :-**

The product shall be packed in such a way that no damage is caused to them during the transit i.e. each product is to be properly packed in corrugated sheets/or plastic sheet/or gunny bag etc as per standard practice and requirement of the product to avoid damages in transit. Product having scratches/bent etc not be accepted at delivery site.

**viii) NOTE :-**

Closed Type Rack shall be without Bin strip and label Holder.

**4.7 Opening of Bids:-**

1. The bidder should upload scanned copies of the following documents in Two Covers, while submitting the e-Tender:
  - a) **Technical Cover** – As per **Annexure-II**
  - b) **Financial Cover** – As per **Annexure-III**
    - i) Statement - 'A' (to be uploaded by **scan copy**)
    - ii) BoQ (to be uploaded online)
2. The Technical covers as per **Annexure-II** will be opened as per the Schedule mentioned in the Tender Document and the Financial Covers as per **Annexure – III/ BoQ** of only those bidders, whose bids are found technically qualified, by the Evaluation Committee. The same will be opened on a later date as per the procedure of the e-Tendering System of the Government of Maharashtra.
3. The decision of the Evaluation Committee in the evaluation of Bids shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.
4. The High Court reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Tendering Authority's action.

#### **4.8 Bid Security (EMD – Earnest Money Deposit):-**

1. The interested parties are required to submit a refundable Earnest Money Deposit of **Rs.90,000/- (Rupees Ninety Thousand Only)** by online mode
2. As per the Government Resolution dated 01/12/2016 of the Industry Energy & Labour Department, the Micro and Small, Medium Enterprises registered as manufacturers under the Micro, Small & Medium Enterprises Development Act 2006 (MSMED Act-2006) are exempted from paying Tender fee and Earnest Money Deposit (EMD). Exemption has been granted to the Government Boards/Corporations/Undertakings and Manufacturers and Suppliers registered under the Micro, Small & Medium Enterprises from paying the Tender fee and Earnest Money Deposit amount of Tenders.
3. In the absence of a valid certificate from the **MSME and NSIC**, such Tenders shall be rejected straightway.
4. The Earnest Money Deposit will be returned as per the procedure of e-Tender.

#### **4.9 Security Deposit :-**

1. The Successful Bidder shall deposit at least 3 % of the amount of Contract value within 15 days in the form of a Demand Draft favoring **Assistant Registrar for Registrar General, High Court, Appellate Side, Bombay** failing which the purchaser may cancel the contract.
2. The Micro and Small Enterprises registered with the National Small Industries Corporation (NSIC) and the Micro, Small and Medium Enterprises Development Institute have been exempted from depositing the security amount for the purchase up to Rs. 25,000/- and if the purchase price is higher than Rupees Twenty Five Thousand then, they shall be required to keep the amount to the extent of 3% of the purchase price or Rs.10,000/- (Rupees Ten Thousand) whichever is less, as security. However, for the goods having a price of more than Rupees Twenty Five Thousand, the first Twenty Five Thousand should not be taken into calculation.

## **5.0 Award Criteria:-**

**Contract will be awarded to the bidder whose Commercial Offer is determined to be L1, the lowest evaluated valid offer for items.**

### **5.1 PLACING OF LETTER OF AWARD:-**

1. For procurement of goods, a Purchase Order will be placed on the successful bidder either in hard copy or in soft copy through e-mail.

2. Objection, if any, to the Letter of Award must be reported to the High Court by the Bidder within three (3) working days from the date of the Letter of Award for modifications, otherwise, it will be assumed that the bidder has accepted the Letter of Award in totality. This is applicable in the case of electronic publication/delivery of Letter of Award also. After receiving the Letter of Award, amendment if any, of the same Letter of Award is requested by the Bidder or done by the High Court, Empanellment period will be calculated from the date of amendment and not from the original Letter of Award date.

### **5.2 Contract Form:-**

1. The successful bidder shall enter into a contract with the Tender Issuing Authority (**Annexure-IV**). Terms and Conditions specified in the Tender Document shall become part and parcel of the Contractual Document.
2. Failure of the successful bidder to agree with the terms and conditions of the bid/contract shall constitute sufficient ground for the annulment of the award, in that event, the Tender Issuing Authority may make the award to the next best value bidder or all for new bids.

### **5.3 Arbitration:-**

In the event of any dispute or difference arising out or touching upon any of the terms and conditions of this contract and/or in relation to the implementation or interpretation thereof, the same shall be resolved initially by mutual discussion and

conciliation but in the event of failure thereof, the same shall be referred to the Sole Arbitrator appointed by Hon'ble the Chief Justice, Bombay High Court. The arbitration shall be in Mumbai and the Arbitrator shall give his award in accordance with "The Arbitration and Conciliation Act, 1996". The decision of the Arbitrator shall be final and binding upon the parties.

#### **5.4 Negotiation Meeting:-**

Where any negotiation is required in the price quoted by the bidder, the purchaser can call a negotiation meeting. The date, time and place of the meeting will be communicated to the concerned bidders/contractors well in advance.

#### **5.5 Legal Jurisdiction:-**

All Legal disputes are subject to the jurisdiction of Mumbai Courts only, preceded by Arbitration.

Date:- 05th August, 2024

Sd/-  
**Registrar General,  
High Court, Bombay.**

**Annexure – I**

**Undertaking**

(on the Letter Head)

Date:

To,  
The Registrar General,  
High Court,  
Bombay.

**Subject:- Declaration letter for Empanellment for the supply of Metal Shelving Racks (powder coated) (Three side closed and one side open).**

Respected Sir,

This is to notify that our Company/LLP/Partnership/Society/Proprietorship M/s. **(NAME)** intends to submit a tender in response to the tender for Empanellment for the supply of Metal Shelving Racks (Powder Coated (Three side closed and one side open). We also declare that our Company/LLP/Partnership/Society/Proprietorship **has not been blacklisted/debarred by any Central /State Government Department/ Corporation or by any Public Sector Undertaking.**

Yours truly,

Signature of Authorised Person  
Name:

Designation:

**Annexure – II****Proforma for Technical Bid :-**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Documentary attached</b>	<b>Proof</b>
1	Name of the Firm/Company/Dealer/Agency etc.		
2	Complete address of the firm and Telephone / Mobile No.		
3	Name, address and Telephone/Mobile Number of the proprietor/authorized representative.		
4	Whether <b>EMD of Rs. 90,000/-</b> enclosed in the prescribed form.		
5	Turnover Certificate issued by CA mentioning turnover of last three (3) Financial Years i.e., 2020-21, 2021-22 and 2022-23		
6	Copy of the last three financial years' Income Tax Returns (ITRs) i.e. F.Y. 2020-21, 2021-22 and 2022-23.		
7	Copies of the audited Balance Sheet, Profit & Loss Account for the last three financial years i.e. F.Y. 2020-21, 2021-22 and 2022-23 duly certified by a practicing Chartered Accountant.		
8	Copy of PAN Number.		
9	Copy of GST Registration Number and GST returns for last 2 quarters (i.e. quarter ending December-2023 and March -2024)		
10	Information regarding past supplies to other Government Offices or Public Sector Undertakings (PSUs).		
11	As per the item specifications mentioned in this tender advertisement, submit the Quality Report of one of the approved Laboratory mentioned in the Government Resolution dated 01/12/2016. <b>(a list of approved laboratories is annexed herewith for your ready reference)</b>		
12	Declaration letter for empanellment for the supply of Metal Shelving Rack (Powder Coated) and declaration that bidder has not been blacklisted/debarred by the Central / State Government, Corporation, or by any Public Sector Undertaking as per <b>Annexure-I</b> .	Yes/No	

6.12 परिशिष्ट – 12 चिन्हाकित नसलेल्या वस्तुची खरेदी करताना मालाच्या दर्जाविषयी तपासणी ज्या संस्थाकडून करुन घ्यावयाची आहे अशा मान्यताप्राप्त संस्थांची यादी (परिच्छेद 3.1.1.2 पहावा)

Sr. No.	Name of Laboratory
1	University Department of Chemical Technology, Matunga Road, Mumbai 400 019
2	National Chemical Laboratory, Pashan, Pune-411008.
3	Directorate of Inspection, D.G.S & D., Income Tax Bhavan Annex, New Marine Lines, Mumbai 400 020.
4	Director, M.S.M.E. Testing Centre, Kurla-Andheri Road, Sakinaka, Mumbai-400072
5	Director, Superintendence Company of India Pvt Ltd, Laxmi Bhavan, 101, P.D. Mello Road, Mumbai- 400001
6	Electronic Regional Test Laboratory, Plot No. 7, M.I.D.C Area, Opp. Seepz, Andheri (East), Mumbai -400 093.
7	Vishwesharyya Regional College of Engineering, Nagpur-440011
8	General Manager, Rail India Technial & Economic Services (Rights), Churghgate Building Annex, Churchgate, Mumbai-400020.
9	Director, National Test House, F10, M.I.D.C., Andheri (East), Mumbai 400093
10	Engineers India Lmimited, Express Tower, 5 <sup>th</sup> Floor, Nariman Point, Mumbai-400 020
11	Veer Jijamata Technical Institute (VJTI), Matunga, Mumbai-400019
12	Cotton Textile Research Laboratory, Edenwala Road, Near Five Garden, Mumbai 400019
13	Textile Commitee (Laboratory), Cristal,79, Annie Bezant Road, Worli, Mumbai-400018
14	M/s. Para Lab Pvt Ltd., Goregaon (East), Mumbai 400063
15	Central Institute of Plastics Engineering & Technology, M.I.D.C. Inudtrial Area, Chaikalthana, Jalna Road, Aurangabad 431006
16	M/s. Shivmalhar Laboratories (Shivmalhar Technologies Pvt.Ltd.) 96 Perfect Co-operative society, Pannase Nagar, Nagpur-22
17	Government Engineering Colleges, Maharashtra
18	Laboratories approved by Food and Drugs Administration Department (F.D.A) Maharashtra
19	Krishi Vidyapeeth, Maharashtra (Parbhani/Dapoli/Rahuri/Akola) for agricultural instruments/equipments
20	National Accreditation Board for Testing and Calibration Laboratories (Wesite-www.nabl-india.org) यांच्याकडील नोंदणीकृत / प्रमाणित असलेल्या संस्था

**Annexure – III****Proforma for Financial Bid****Metal Shelving Racks (Powder Coated) (Three side closed and one side open)**  
**(As per Specification at Para No. 4.6)**

<b>Sr. No.</b>	<b>Particular</b>	<b>Rate Per Piece (Excluding GST)</b>
1	1800 x 900 x 375 mm 6 shelves (powder coated closed type)	
2	2100 x 900 x 375 mm 7 shelves (powder coated closed type)	
3	2400 x 900 x 375 mm 8 shelves (powder coated closed type)	

Date:-

Sd/-  
Name/Signature and Seal of  
the Dealer/Supplier

**Annexure-IV**  
**Contract Form**

**AGREEMENT MADE** on this \_\_\_ day of \_\_\_\_\_, Two Thousand Twenty Four, between M/s \_\_\_\_\_ (hereinafter called "Tenderer") of the **One Part** and the High Court, Bombay (hereinafter called "Purchaser") of the **Other Part**.

**WHEREAS** the Tenderer has Tendered to supply to the Purchaser, the Metal Shelving Racks (Powder Coated) (Three side closed and one side open) specified in **Annexure – III and item rates BoQ** at the respective rate mentioned in the column provided for the purpose and whereas such Tender has been accepted and the Tenderer has deposited with the Purchaser a sum of Rs. \_\_\_\_\_ as a Security Deposit for the fulfilment of this Agreement.

**NOW IT IS HEREBY AGREED** between the parties hereto as follows:

1. The Tenderer has accepted the Contract on the Terms and Conditions set out in the Tender Id No. \_\_\_\_\_ dated \_\_/\_\_/2024 as well in the Letter of Acceptance of Tender Offer and Empanellment Order No. \_\_\_\_\_ dated \_\_/\_\_/\_\_\_\_\_, which will hold good during the period from \_\_/\_\_/\_\_\_\_ to \_\_/\_\_/\_\_\_\_ of this Agreement.
2. The Agreement will be valid for the period from \_\_/\_\_/\_\_\_\_ to \_\_/\_\_/\_\_\_\_ with a provision to extend the same for a further period of one year on the same rates, terms and conditions on mutual consent.
3. The Purchaser has issued Empanellment Order No. \_\_\_\_\_ dated \_\_/\_\_/\_\_\_\_ with M/s. \_\_\_\_\_ (Tenderer) for the supply of item, at the cost mentioned in **Annexure-III and item rates BoQ**.
4. The Tenderer shall provide the benefit of a decrease in prices, if the manufacturer provides the same to the Tenderer as a result of direct agreement or otherwise.
5. Upon breach by the Tenderer of any of the conditions of the Agreement, the Purchaser may issue a notice in writing and determine and put to an end to this Agreement without prejudice to the right of the Purchaser to claim damages for antecedent breaches thereof on the part of the Tenderer and also to reasonable compensation for the loss occasioned by the failure of the Tenderer to fulfil the Agreement, as certified in writing by the Purchaser which certificate shall be conclusive evidence of the amount of such compensation payable by the Tenderer to the Purchaser.
6. Upon the determination of this Agreement, whether by efflux of time or otherwise, the said deposit shall after the expiration of the Contract period from the date of such determination be returned to the Tenderer but without interest and after deducting there from any sum due by Tenderer to the Purchaser under the Terms and Conditions of this Agreement.

7. Notices in connection with the Contract may be given by the Purchaser (The Registrar General, High Court of Bombay or any authorized Gazetted Officer of the High Court of Bombay).
8. The Tenderer shall throughout the period of the Contract, supply item of the same quality for which the sample has been approved by the Purchaser as per the Tender Advertisement Section IV Instructions, Para 4.4 Sr. No.1 of the item mentioned in Annexure-III and rate of BoQ.
9. In consideration of the payments to be made by the Purchaser to the Tenderer as hereinafter mentioned, the Tenderer doth hereby covenants with the Purchaser to provide the Metal Shelving Rack (Powder Coated) (Three side closed and one side copen) and to remedy defects therein in conformity in all respects with the provisions of the Contract or replace the same within a period of one week from notifying of the defects at his own cost.
10. The Purchaser hereby covenants to pay the Tenderer in consideration of the provision of the supply of the item of the same quality and the remedying of defects therein or replacement of the same within a period of one week from notifying of the defects at his own cost the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.
11. If subject to circumstances beyond the control (Force Majeure), the Tenderer fails to deliver the tender item with the conditions mentioned in the Tender Document, the Purchaser, shall at his option be entitled either:-
  - (a) To purchase elsewhere, after giving due notice to the Tenderer on the account and at the risk of the Tenderer, the stores not delivered or others of a similar description which is readily procurable (whether exactly complying with the particulars or not) in the opinion of the Purchaser.

**OR**

- (b) To cancel the Contract.

In the event of an action to be taken under (a) or (b), the Tenderer shall be liable for any losses which the Purchaser may sustain on that account. The recovery on account of agreed liquidated damages or by way of the penalty above will be made by deducting the amount in the Bills and the recovery of any loss, which the Purchaser may sustain under (a) or (b) should be made good by a credit note within the stipulated period for the purpose.

**IN WITNESS WHERE** of the said M/s. \_\_\_\_\_(Tenderer) has set his hand hereto and Purchaser has on behalf of the High Court, Bombay affixed his hand and Seal thereto the day and year first above written.

Mumbai.

Tenderer

M/s \_\_\_\_\_

Purchaser

On behalf of the High Court Bombay

**Witness:-** 1)

2)