

**HIGH COURT OF BOMBAY****TENDER NO. HIGH COURT/STATIONERY/2023/05****Tender Notice for Supply of Steel Cupboards (Powder Coated)**

Tenders are invited from the Manufacturers, Authorised Dealers/Registered Suppliers/Distributors **for supply of Steel Cupboards (Powder Coated)** for the use of Bombay High Court, Appellate Side Registry for the Financial Year 2023-24. 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 steel cupboards (Powder Coated) (**Annexure – III**) and **BoQ** for the use of Bombay High Court, Appellate Side, Registry for the Financial Year 2023-24. The contract may be extended further, if necessary, based on satisfactory performance. Interested parties may submit their Tender Offer on or before 24/08/2023 at 04.00 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: 3<sup>rd</sup> August, 2023Registrar General  
High Court, Bombay

**TENDER DOCUMENT**

**TENDER NO. HIGH COURT/STATIONARY/2023/05**

**Tender Notice for Supply of Steel Cupboard (Powder Coated)**

**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 annual turnover from the sale of furniture in India should at least be Rs.10 lakhs. The Bidder/Supplier/Distributor shall upload scan Copies of the Balance Sheet, Profit & Loss Account for the last three years i.e. FY-2020-21 2021-22 and 2022-23 duly Certified by practicing Chartered Accountant. | CA Certificate and Audited Balance Sheet and Profit & Loss Account.<br>F.Y. 2020-21<br>F.Y. 2021-22<br>F.Y. 2022-23   |
| 2              | A copy of the GST number as well as PAN number of the Firm/Individual.   | GST No.<br><br>PAN No.  |
| 3              | Scan Copies of GST Returns for the last two quarters ( <b>quarter ending December-2022 and March-2023</b> )  | Enclose scan copy of GST Returns.   |
| 4              | The Bidder/Supplier/Distributor must have supplied powder coated steel cupboards in past to the other Government Offices or Public Sector Undertakings (PSUs).   | Enclose relevant documentary proof.   |
| 5              | A copy of a valid Test Certificate confirming the quality of the powder coated Steel Cupboard is as per the specification mentioned at Section IV, Point No. 4.6 in the Tender Advertisement.  | 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/<br/>STATIONERY 2023/05</b>                         |
| Date of Publication                                | 10/08/2023 at 12.00 p.m.   |
| Document Download/Sale Start                       | 10/08/2023 at 12.00 p.m.   |
| Seek Clarification Start                           | 10/08/2023 at 12.00 p.m.   |
| Seek Clarification End                             | 18/08/2023 at 03.00 p.m.   |
| Pre Bid Meeting                                    | 22/08/2023 at 03.00 p.m.   |
| Bid Submission Start                               | 10/08/2023 at 12.00 p.m.   |
| Last date and time for submission of Tender Offers | 24/08/2023 at 04.00 p.m.   |
| Time and Date of Opening of Tender Offers          | 28/08/2023 at 03.00 p.m.   |
| 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<br>022-22673568 Ext No. 1364<br>'fnbcs-bhc@nic.in'              |

**Section III:- Scope of Work**

The Bombay High Court, Appellate Side, Registry intends to empanel vendors for supply of Steel Cupboards (Powder Coated) for the use of the Bombay High Court, Appellate Side Registry for the Financial Year 2023-24. The particulars of the requirement of the Steel Cupboard (Powder Coated) are enclosed at **Annexure – III/ BoQ.**

**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 empanelment – One year from the date of empanelment.
  - 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 review of performance.**
6. After the award of the contract, if the **successful bidder fails to provide powder coated Steel cupboards 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 order**, shall be subject to the satisfaction of the Registry **about the quality of the Steel Cupboards** offered by the Lowest Tenderer and if the Registry is not satisfied with the product being offered by the lowest tenderer, it reserves the right to **place the order to the second or the third Lowest Tenderer**, as the case may be, who offers good quality Steel Cupboard. 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 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 steel cupboards 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 Steel Cupboards (Powder Coated) **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 done to the successful bidder on a monthly basis as per 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 supply of steel cupboards. This office further reserves the right to decide whether a firm/supplier/dealer should be selected for supply of item listed in the tender.
19. The successful bidder should not assign or sublet the empanelment 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 empanelment 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, refuse to accept the tender or violate any other terms and conditions of the tender.
21. The bidder should have minimum **investible fund of Rs. 10 lakhs.**
22. **The bidder must have its Office/Workshop under the Jurisdiction of the Municipal Corporation of Greater Mumbai, (MCGM).**
23. The bidder should not be a party in any legal proceedings before the Hon'ble Bombay High Court.
24. 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.
25. The Office reserves the right to terminate the contract at any time without assigning any reasons thereof.
26. The successful bidder shall provide the warranty in connection with the quality of the powder coated steel cupboards 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 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.

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

The bidder needs to submit a non-refundable Tender fee of **Rs.3,000/- (Rupees Three Thousand Only)** by online mode.

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

1. Tender bid must contain the name, office and after office hours addresses including 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 Steel Cupboard 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 Cupboard corresponding with the sample in quality and shall be free from any defect throughout the period of empanelment 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 Steel Cupboard (Powder Coated)**", 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 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 deadline as extended.
5. The Prospective bidders shall be required to provide one steel cupboard 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 quality check of the steel cupboard.

#### **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 Steel Cupboard**

##### **I) OVERALL SIZE :-**

| <b>Name of the Item</b>                         | <b>Height (H)mm</b> | <b>Width (W)/<br/>Length (L)mm</b> | <b>Depth (D)<br/>Breadth (B)mm</b> |
|---|---------------------|------------------------------------|------------------------------------|
| <b>Steel Cupboard (Major)<br/>Powder Coated</b> | <b>1980</b>         | <b>915</b>                         | <b>485</b>                         |

**II) Steel Cupboard (Major)** having 4 shelves making 5 compartments. Metal generally conforming to **IS/3312-1984**. The overall dimension should not vary by more than  $\pm 5$  mm.

##### **III) Lock :-**

The Lock shall not be less than 6 levers with duplicate keys of non-corrodible material. For locking arrangement, there shall be a 3-way bolting device controlled by a lock and operated by a brass or zinc base alloy handle.

##### **IV) Sides :-**

The sides shall be made from Mild Steel (20 Gauge) and without any burrs or dents. The width of the side sheet shall correspond to the depth of the top. The sides shall extend between the extreme surface of the top and bottom shelves.

##### **V) Back :-**

The back shall be made from Mild steel (20 Gauge) and without any burrs or dents. The width of the back sheet shall correspond to the width of the top. The back shall extend between the extreme surface of the top and bottom shelves.

##### **VI) Top and bottom :-**

The length of the top and bottom shall cover the width of the cabinet and the breadth shall cover the depth of the cabinet. These shall be made from Mild Steel Sheets (20 Gauge) without any burrs and dents.

**VII) Shelves :-**

The shelves shall be made from mild steel (20 Gauge). Shelves shall have lipped flanges 25mm in width and 15mm in depth. Each shelf shall be welded or shall be supported on four shelf brackets. The bracket shall be made of M.S.Sheet not less than 1.6 mm thick. The bracket shall be so designed and constructed that the shelf is securely supported and that adjustment inside the bracket can be affected easily. Four rack strips shall be provided for supporting the shelves, covering the full height of cabinet. The Rack strip shall be made of mild steel and shall not be less than 1.00 mm thick.

**VIII) Right Door:-**

This shall be formed out of a mild steel sheet (18 Gauge) thick having metal stiffeners suitably welded or riveted to stiffen the door. The centre-to- centre distance between 2 adjacent hinges to the right side of the cabinet shall have hole for the handle and a key slot for the key of the lock. The clearance around the door between the door flanges and side top and bottom flanges, shall not be more than 1.25 mm.

**IX) Left Door :-**

This shall be similarly constructed as the right door and hinged to the left side of the cabinet.

**X) Pedestal :-**

The two pedestals shall be made from mild steel sheets not less than 1.00 mm thick and shall be properly stiffened. The pedestal shall not project out of the cabinet and shall be 125 +-5 mm in height.

**XI)Hinges:**

The Hinges shall be either plain butt type made from mild steel not less than 1.6 mm thick or double folded type fabricated from mild steel sheet not less than 1.25 mm thick. The hinges shall be secured to the mild steel hinge bracket not less than 2.5 mm thick on one side and shall be secured to the door on the other side of the fulcrum. The number of hinges per door leaf shall be not less than three.

**XII) Color:-****1) Stoving Enamel Spray Paint:-**

All dents, burrs and sharp edges shall be removed from the various components. The components shall be individually pickled, scrubbed and rinsed to remove grease, rust, scale or any other foreign element. Immediately after pickling all the mild steel parts shall be given phosphating treatment conforming to Class C of IS 3618-1966 (specification). Putty shall be applied to all surfaces requiring filling and shall conform to IS 110-1968.

Coats of enamel paint shall be then applied as follows:

a) Finish coat with enamels conforming to IS 151-1950, IS 2932-1974 or IS 2933 – 1975 and

b) In case of stoving enamel, the component shall thereafter be baked at specified temperature in an oven heated uniformly. The finish shall be smooth and uniform with hard tough filling of enamel strongly adhering to the surface. The finish shall be free from all visible defects and shall not chip when tapped lightly with dull pointed instrument.

All components shall be finished in silver gray/T.A. gray/Olive Green/ any color as per choice of the consignee. Shall be applied/painted and baked up to 80 to 120 centigrade.

The overall dimension should not vary by more than + - 5 mm.

**2) Epoxy Polyester Powder Coated**

All the metal parts should be coated with “epoxy polyester powder of silver gray or 'T.A.’ grey or any other shade with as per the choice of the consignee. Coated layer should be minimum 50 microns. 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 backed at 180 to 200 centigrade. All these processes must be done in-house only. These works cannot be outsourced.

**XIII) 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 sheets/ or gunny bags etc. as per standard practice and requirement of the product to avoid damages in transit.

**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 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, will be opened on the later date as per procedure of e-Tendering System of 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. 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 refundable Earnest Money Deposit of **Rs.50,000/- (Rupees Fifty Thousand Only)** by online mode

2. As per Government Resolution dated 01/12/2016 of the Industry Energy & Labour Department, the Micro and Small, Medium Enterprises registered as manufacturers under 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 Tender fee and earnest 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-Tendering.

#### **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 Demand Draft favouring 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 Rs. 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, the goods having price more than Rs. Twenty Five Thousand, the first Twenty Five Thousand should not be taken into calculations.

**5.0 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.

**5.1 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 at 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.

**5.2 Negotiation Meeting:-**

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

**5.3 Legal Jurisdiction:-**

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

Date:- 3<sup>rd</sup> August, 2023

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 Empanelment for the supply of Steel Cupboard (powder coated).**

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 Empanelment for the supply of Steel Cupboard (Powder Coated). 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 :-

| Sr. No. | Particulars   | Documents to be furnished |
|---------|---|---------------------------|
| 1       | Name of the Firm/Company/Dealer/Agency.   |                           |
| 2       | Complete address of the firm and Telephone / Mobile No.   |                           |
| 3       | Name, address and Telephone/Mobile Number of the proprietor/authorised representative.  |                           |
| 4       | Whether <b>EMD of Rs.50,000/-</b> enclosed in the prescribed form.  |                           |
| 5       | Copy of the last three financial years Income Tax Return i.e. 2020-21, 2021-22 and 2022-23.   |                           |
| 6       | Copies of the Balance Sheet, Profit & Loss Account for the last three financial years i.e. 2020-21,2021-22 and 2022-23 duly certified by practicing Chartered Accountant.                   |                           |
| 7       | Copy of PAN Number.   |                           |
| 8       | Copy of GST Registration No and GST returns for last 2 quarters (i.e. December-2022 and March -2023)  |                           |
| 9       | Information regarding past supplies to other Government Offices or Public Sector Undertakings (PSUs).   |                           |
| 10      | 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. |                           |
| 11      | Undertaking that bidder not blacklisted/debarred by the Central / State Government, Corporations or Government Undertaking as per <b>Annexure – I</b> .                                     | Yes/No                    |

**Annexure – III****Proforma for Financial Bid****Steel Cupboard (Powder Coated)****(As per Specification at Para No. 4.6)**

| <b>Sr.<br/>No.</b> | <b>Particular</b>                                  | <b>(Rates Per Piece)<br/>(Excluding GST)</b> |
|--------------------|--|--|
| 1                  | Steel Cupboard (Major)<br>Size 1980 x 915 x 485 mm |  |

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

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

**AGREEMENT MADE** on this \_\_\_ day of \_\_\_\_\_, Two Thousand Twenty Three, 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 Steel Cupboard 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 \_\_/\_\_/2023 as well in the Letter of Acceptance of Tender Offer and Empanelment 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 Empanelment Order No. \_\_\_\_\_ dated \_\_/\_\_/\_\_\_\_ with M/s. \_\_\_\_\_ (Tenderer) for 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, in the event of 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 Steel Cupboard (Powder Coated) 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)