

HIGHCOURT OF ORISSA:CUTTACK

Chandini Chowk,Cuttack

ADMN. MATERIALS (S&P) BRANCH**TENDER NOTICE**NO-----2400----- DATED-----22-02-2021-----**Last date of Tender :02.03.2021****Opening of Tender :02.03.2021 after 3.30 P.M****NOTICE INVITING TENDER****FOR PURCHASE OF 57 NOS. OF 6 ½' STEEL RACKS**

Sealed tenders are invited for purchase of 57 nos. of 6 ½' Steel Racks (Size-78"x36"x18') to be used in this office.

Interested parties, if so desire, may contact Store and Purchase Section of the Court telephonically or personally visit for any clarification on any working day between 10.30 A.M and 4.00 P.M (Except Saturdays, Sundays and Holidays) on Telephone No-0671-2509433.

1. TENDER

1. The Tenderer is required to quote its lowest rate in the enclosed Performa mentioning the Rate, Delivery Period, Warranty/Guarantee, Discount, if any, percentage of GST. Tenders once submitted will not be allowed to be withdrawn till finalisation of the matter.
2. The tender may be sent in two separate sealed envelopes super scribing-
 - (a) Earnest Money for supply of Steel Racks(Size-78"x36"x18")
 - (b) Financial Bid along with tender documents for supply of Steel Racks.

The tenderers are expected to examine all the instructions, terms & conditions and specifications in the tender documents. Failing to furnish all information required by the tender document in any respect will be at the tenderers' risk and may result in the rejection of the tender.

3. The tender must be received not later than the date & time specified for submitting the same. In case, the date of submitting the tender will be declared as holiday by High Court of Orissa, then next working day of the Registry will be treated as due date of tender.

2. TERMS AND CONDITIONS OF TENDER

4. The tenderers are required to quote their lowest rates for the items detailed in Annexure 'A' enclosed herewith and the rate should be valid for minimum period of 60 days from the date of opening of Tenders. The tenderer shall not be entitled during the said period of 60 days to revoke or cancel its tender or to vary the tender or any terms thereof.
5. The tenderers who bid for **Steel Racks** are required to send their tender along with **demand draft of Rs.10,000/- (Rupees Ten Thousand Only) drawn in favor of "The Registrar(Judicial), High Court of Orissa, Cuttack" payable at Cuttack as Earnest Money, which will be refunded to the unsuccessful bidders after finalization of the bid.**
6. Each tenderer has to submit a **non-refundable** amount of **Rs.1000/- (Rupees One Thousand Only)** in terms of Demand Draft towards the **Tender Cost**.
7. The tenderers are required to submit GSTIN, IT Return and GST Return for the last three Assessment Year, PAN Card, Any document like NSIC/MSME registration claiming exemption from EMD/Tender Fee, Purchase order from any GOVT Department or PSU (If any) along with declaration that the tenderer has not been black listed by any GOVT Department or PSU (As per Annexure B) as well as turnover certificate duly signed by a Statutory Auditor or Chartered Accountant.
8. Hypothetical or conditional Tender shall not be entertained. Tender once submitted shall not be allowed to be withdrawn or altered. If the tender is withdrawn or altered by the concerned party at any time after it is submitted, the tenderer may be debarred to participate in the tender process of the Supreme Court.
9. The Registry will deal with the tenderer directly and no middlemen/commission agents etc. should be asked by the tenderer to represent their cause and they will not be entertained by the Registry. The Tender Form is not transferable and agency shall not be permitted to transfer their rights and obligations to any other person/organization or otherwise.
10. Overwriting/over-typing or erasing of the figures which render it doubtful or

ambiguous are not allowed and shall render the tender invalid.

11. The Registry will deal with the tenderer directly and Registry is not bound to accept the lowest tender and reserves the rights to reject or accept any or all the tenders, partly or completely, at any time without assigning any reason thereof.
12. The Registry, in its discretion, reserves the right to reject or accept any or all tenders, partly or completely, at any time without assigning any reason thereof.
13. Each tenderer has to certify that all the terms and conditions are acceptable to him.

3. TERMS AND CONDITIONS FOR SUCCESSFUL TENDER

14. The successful tenderer shall have to deposit **performance security @ 5% of purchase order** after adjusting the Earnest money amount already deposited with the tender , within one week from the receipt of Purchase Order by way of Bank Guarantee drawn in favour of “The Registrar (Judicial),High Court of Orissa, Cuttack.”The bank guarantee will be released after 60 days from the date of final bill payment and after satisfactory supply of the material, whichever is later
15. The Tenderers should specifically state whether rates are inclusive of GST as applicable, if not, it will be deemed that rates are inclusive of GST.
16. The time is the essence of the tender. The supply of said chairs and tables shall require to be made strictly as per schedule given by the successful tenderer and agreed upon by the Registry. In case supply is not made within the stipulated time and the Registry is forced to make alternative arrangement to meet the emergent demand at higher rates, tenderer will be liable to make good the loss due to difference which the Registry may directly deduct from Bill/Security Deposit.
17. The payment will be made after full supply is received and accepted as per approved specifications.
18. The tenderer shall give an undertaking (as per Annexure ‘B’) that the firm/Partners/Directors/Proprietor has not been blacklisted and its business dealings with Central/State Government / Public Sector Units / Autonomous bodies have not been banned / terminated on the account of poor performance.

20. The successful tenderer will have to abide by the terms and conditions as may be fixed from time to time by the Registry.
19. The material supplied will be inspected by an Inspection Committee of Senior Officers of the Registry and in case the supply is not found in conformity with the approved specifications, the entire supply will have to be replaced with the good quality exactly commensurate with approved specifications at the cost of the tenderer. The decision of the Inspection Committee in this regard shall be final.


4. PENALTIES

20. If delivery is not made in given time and the Registry is required to make purchase from outside at higher rates, the loss, if any, sustained by the Registry would be recovered from the tenderer.
21. Irrespective of the fact as to whether or not the Registry makes purchases from outside, the Registry may impose penalties upto **1% per week of Order Value, subject to maximum penalty of 10%** for delayed delivery, if delay is due to willful laches or negligence of the tenderer and it causes financial loss or inconvenience to the Registry.
22. The Security Deposit shall stand forfeited in case of breach of any of the conditions mentioned herein or if the supply of the items is found unsatisfactory / not as per specifications.

5. INVITATION OF TENDER

Interested parties may submit their tenders in two sealed envelopes one containing (i) Tender Documents and (ii) Earnest Money addressed by name to the 'Registrar(Judicial), Orissa High Court' or may be handed over personally to Assistant Registrar(Admin) up to 03.00 P.M on 02.03.2021 which will be opened on the same day at 03.30 P.M before the tenderers or their authorized representatives who may wish to remain present. The tenders received after due date and/or time and /or without Earnest Money will not be entertained.

In the first instance envelopes containing Earnest Money and thereafter, envelopes containing Tender Document will be opened. If less than three tenders are received, due to inadequate competition, the same may not be opened and more tenders may be called and will be opened later on at the place, date and time to be notified in due course to the tenderers.



Assistant Registrar(Admin)
Orissa High Court,Cuttack

Memo No-²⁴⁰¹⁽²⁾----- Dated-^{02.03.2021}-----

Copy To-

1.Notice Board.

2.Superintendent,Computer Section for uploading in website.


Assistant Registrar(Admin)
Orissa High Court,Cuttack

THE HIGH COURT OF ORISSA**Annexure 'A'****PROFORMA TO BE FILLED BY THE TENDERS WITH REFERENCE TO NOTICE
INVITING TENDER FOR PURCHASE OF STEEL RACKS**

- 1 Name of the tenderer with address :
- 2 Name of the Contact Person with Telephone No /Mobile No./Fax No/e-mail ID :
- 3 Details of Rate and GST :
- 4 Discount allowed :
- 5 Warranty / Guarantee :

Dated :

SIGNATURE
(WITH STAMP)

THE HIGH COURT OF ORISSA

UNDERTAKING

I/We undertake that(name of the company)..... has not been blacklisted / banned by any Government Department / Public Sector Undertaking / Autonomous Body.

Signature
of the authorised signatory of the firm /
company / organisation with
Official Stamp / Seal

Date :

Place :