

HIGH COURT OF JUDICATURE AT ALLAHABAD
LUCKNOW BENCH

SHORT TERM TENDER NOTICE

(HIGH COURT/2016/SUPPLY OF BATTERY OPERATED CARGO TRICYCLE (e-rickshaw) FOR THE NEW BUILDING OF THE ALLAHABAD HIGH COURT, LUCKNOW BENCH, LUCKNOW)

Sealed tenders are invited from approved/licensed/genuine manufacturers of Battery Operated Cargo Tricycle(e-rickshaw) in the country or their authorized dealer for supply and commissioning of 01 No. of Battery Operated Cargo Tricycle(e-rickshaw) with load capacity of 350 kgs for carrying Garden Pots, at Allahabad High Court, Lucknow Bench,Lucknow.

The tender documents and other details regarding terms and conditions can be downloaded from the official website of the High Court at <http://www.allahabadhighcourt.in>.

The prescribed tender form may be obtained from the Cash Section of this Court on payment of Rs. 100/- only during the office hours on any working day from 07.10.2016 to 27.10.2016. The Tender Form can also be downloaded from the official website of Allahabad High Court, which may be deposited along with a Demand Draft of Rs.100/-(Tender Form Fee) in favour of "Senior Registrar, High Court, Lucknow Bench, Lucknow", payable at Lucknow.

Interested and eligible Bidders may submit their Bid either personally or by post (Registered/Speed post/Courier) to the Senior Registrar, High Court Lucknow Bench, Lucknow, U.P. The last date of receipt of tender is **05.11.2016** up to **2.00pm**. High Court reserves the right to reject any or all the Bids without assigning any reason thereof. The tender will be opened on 05.11.2016(**Saturday**) at **3:00 pm** in the Chamber of the Senior Registrar in the presence of the Bidders.

Sd/-
Senior Registrar
High Court Lucknow
Vibhuti Khand , Gomti Nagar ,
Lucknow-.226010
Ph.:2722681, Fax: 0522-2272570
www.allahabadhighcourt.in

Terms & Conditions for Bidders:

1. The Bidders must be willing to supply the desired items.
2. Price quoted must be firm and fixed. No price variation and escalation will be allowed during validity period.
3. Departmental terms and conditions, technical specifications and price bid may be returned duly signed by the bidder on each page in token of unconditional acceptance of the same.
4. Valid TIN/VAT/Sales Tax clearance certificate duly attested must be submitted along with the tender.
5. Rates will be valid up to 180 days from the date of opening of the tender.
6. Deviation in terms and conditions, Specification of material, Inspection clause etc. will not be accepted in normal conditions. Earnest Money Deposit of Rs. 10,000/- (Rs. Ten Thousand only) in the form of demand draft drawn in the favour of Senior Registrar, High Court, Lucknow payable at Lucknow shall be attached with the technical bid. Tenders without deposit of E.M.D. will not be accepted.
7. Intending bidders are required to carefully go through the tender specification before submitting their offer.
8. Incomplete, telegraphic or conditional tenders are not acceptable.
9. Tenders received late due to postal delays or otherwise will not be considered.
10. The quantity of materials required to be purchased is subject to alteration without any notice.
11. The bidders are required to furnish their offers in the price bid in both words and figures. Correction, if any, shall be made by crossing out, initialing, dating and rewriting. In case of any conflict between figures and words, the latter shall prevail.
12. The Battery Operated Cargo Tricycle(e-rickshaw) are urgently required. Hence timely delivery of materials against purchase order is of paramount importance thereof, offer with ex-stock delivery will be preferred.
13. Canvassing in any manner is strictly prohibited. The same will lead to rejection of the tender.
14. Certificate to the effect that the systems to be supplied are indigenous and not fully imported must be furnished.
15. Proof in support of having nearest authorized dealer and service/repair center should be enclosed.
16. Original documents of the tender along with the prescribed price bid should be signed, sealed and submitted by the Bidder(s). Otherwise tender is liable for rejection.
17. In case of any correction or overwriting made by the bidder in the rates offered, it should be

signed and sealed by the bidders; otherwise tenders are liable to rejection.

18. Notice inviting tender, tender documents, prescribed technical bid, price bid, terms and conditions will form the part of tender.

19. All pages of the tenders must be signed and sealed by the authorized person on behalf of the bidder.

20. Tenders will be accepted and will be opened as per information mentioned in the notice-inviting tender. No receipt for the tender shall be issued by the High Court.

21. The last date of receipt of the tender is 27.10.2016 up to 2.00 P.M. Bidders may submit their Bid either personally or by post (Registered/Speed post/Courier) to the Senior Registrar, High Court Lucknow Bench, Lucknow, U.P. Tenders received after due date and time will not be considered. If due to any reason, the due date is declared as a holiday the last date of receiving of the tender shall be the next working day up to 2.00 P.M.

22. The Tender shall be opened on 03.11.2016 at 3.00 P.M in the Senior Registrar Office, High Court, Lucknow Bench, in the presence of such Bidders/ representatives, who may be present at the time of opening. if due to any reason, the due date is declared as a holiday the tender shall be opened the next working day at the same time.

23. The tender should be submitted in two separate sealed envelopes as mentioned below and addressed to the Senior Registrar, High Court, Lucknow Bench, Lucknow, inside a sealed envelope super scribed with "Tender for Battery Operated Cargo Tricycle(e-rickshaw) against Tender Call Notice".

i) First sealed envelope should contain General information, Technical Bid, Earnest Money Deposit, Valid VAT/ Sales Tax Clearance Certificate, Commercial terms and conditions, other tender documents duly signed and sealed. It should be superscribed with " Part-I Technical Bid". All the papers of tender documents except the price bid duly signed should be submitted in this envelope.

ii) Second sealed envelop should contain Price bid as per Annexure B. It should be superscribed with " Part- II Price Bid".

24. In case of supply of any defective machine/ material or substantial material, the machine/material will be rejected and it will be responsibility of the supplier for taking back and replacing the rejected machine/ materials at their own cost. The supplier shall replace the defective/substandard machine/ materials within 15 days from the date of rejection failing which security deposit of the concerned firm shall be forfeited and the rejected material will be disposed off through public auction. The sale proceeds shall not be paid to the supplier.

25. The supplied machine/material should be strictly as per specification as mentioned in the tender, otherwise the material would be liable to rejection.

26. Any clarification on the technical specification and commercial terms and conditions may be clarified in writing from High Court.

27. Deviation of any commercial terms and condition and technical specification shall not be entertained.

28. During the warranty period, the High Court reserves the right to cross check the performance of the systems with the minimum performance levels specified in the specifications.

29. Technical specification along with brochures of all the quoted vehicles should be attached with the bid.

30. The High Court reserves all right to reject or accept or re-tendering tenders without assigning any reason thereof.

**Senior Registrar
High Court, Lucknow Bench,
Lucknow.**

I/we have carefully read and understood the terms and conditions of the Battery Operated Cargo Tricycle(e-rickshaw) of the tender and agree to abide by them.

Signature of Bidder with Seal

FINANCIAL TERMS & CONDITIONS

1. Rate :

The offer should clearly indicate the unit cost of the vehicle including all charges.

2. Sales Tax and duties etc. :

The rate should be all inclusive.

3. Earnest Money Deposit :

a. Earnest Money Deposit of Rs. 10,000/- (Rs. Ten Thousand only) is required to be deposited along with the tender without which the tender will not be accepted.

b. Earnest money may be submitted in form of a Demand Draft from any nationalized bank drawn in favour of Senior Registrar, High Court, Lucknow Bench payable at Lucknow, the proof of deposit should be attached to the tender

c. E.M.D would be refunded to the unsuccessful Bidders after finalization of the tender without any interest.

d. E.M.D. would be returned to the successful Bidder after on submission of the required Security Deposit after issue of letter accepting bid. However, the EMD can also be adjusted against the Security Deposit on request by the bidder.

e. E.M.D. would be forfeited in case of non-compliance of the purchase order by the successful bidder.

4. Security Deposit/ Performance Fees :

Within 15 days of issue of letter accepting his bid, the successful bidder must deposit the security amount/ performance guarantee fees @ 10% of the ordered value in shape of cash to be deposited in the Cash Section or a demand draft from nationalized bank drawn in favour of Senior Registrar, High Court, Lucknow Bench payable at Lucknow. The EMD deposited with the tender can be adjusted towards the Battery Operated Cargo Tricycle(e-rickshaw) amount payable upon request of the bidder.

5. Delivery and completion :

Date of delivery is important as the supply and commissioning of the vehicles shall be completed within the period specified in the work order preferably within One Month of Supply Order.

The materials must be delivered within the stipulated time mentioned in the purchase order. The installation and commissioning at the site must be completed within the time frame prescribed by the High Court.

6. Validity :

The offer must be kept valid for a period 180 days from the date of opening of the tender till completion of the work. No escalation clause except the admissible tax component under the period of consideration would be accepted. The validity can be further extended with mutual consent.

7. Warranty:

The work completion/materiel supplied by the executants should be warranted for satisfactory operation and against any defect in supplied material and workmanship at least for a period of 2(two) years from the date on which the Battery Operated Cargo Tricycle(e-rickshaw) has been commissioned. The Battery Operated Cargo Tricycle(e-rickshaw) warranty certificate shall be furnished to the High Court after supply and installation. Any defects noticed during warrant period should be rectified by the supplier free of cost upon written notice from High Court provided such defects may be due to bad workmanship or bad materials used.

8. Liquidated Damage:

The system shall be supplied, and commissioned within the schedule time stipulated in the work order. If the supplier fails to complete the work or perform services within the schedule time, High Court shall without prejudice to its other remedies under the contract deduct from the order value as liquidated damages @ 0.5% of the cost of delayed goods or unperformed services(excluding taxes) for each week of delay until actual delivery or performance up to a maximum deduction of 10% of the price of delayed goods or services. Once the maximum is reached (i.e 8 weeks of delay), High Court may consider termination of the contract and forfeit the Security Deposit.

9. Termination of contract:

It shall be the discretionary power of the Senior Registrar, High Court, Lucknow to impose the penalty or provide time extension for supply/Commissioning of the Vehicles.

High Court may give written notice of default to the executing firm, terminate the contract in circumstances detailed hereunder :

(a) If in the opinion of High Court, the executing firm fails to complete the work within the time specified in the work order or within the period for which extension has been granted by High Court to the executing firm.

(b) If in the opinion of High Court , the executing firm fails to comply with any of the provisions of this contract.

(c) In the event of High Court terminating the contract in whole or in part High Court reserves the right to engage another executing firm or agency upon such terms and in such a manner as may deem appropriate and the executing firm shall be liable to High Court for any additional costs High court as may be required for the completion of supply of the Battery Operated Cargo Tricycle(e-rickshaw) at High Court and or for penalty as defined under this tender

document until such reasonable time as may be required for the final completion of the work.

(d) In the event High Court does not terminate the contract as provided in paragraph (a) the executing firm shall continue performance of the contract, in which case he shall be liable to High Court for penalty for delay as set out in this tender document until the work is completed.

10. Force Majeure:

The supplier shall not be charged with the liquidated damages nor shall his security for performance be forfeited when failure of supplier in making delivery is due to any event beyond his control and could not have been foreseen, prevented or avoided by a prudent person.

These include, but are not restricted to Acts of God., Acts of Public Enemy, Acts of Govt., Fires, Floods, epidemics, strikes, freights, embargoes and unusual severe Weather.

11. Specification:

Battery Operated Cargo Tricycle(e-rickshaw) should have the loading capacity of 350 kgs. The Battery Operated Cargo Tricycle(e-rickshaw) must conform to the specification submitted by bidders in the technical bid proforma(Annexure A2).

12. Inspection:

All tests and inspections shall be made at the place of delivery unless otherwise specifically agreed upon by the bidder and High Court at the time of purchase if necessary. Authorized High Court officer shall be entitled at all reasonable time to inspect and supervise and test during supply and commissioning. Such inspection will not relieve the executing firm from their obligation in the contract.

13. After Sales Service:

The bidder should have a fully equipped after-sales service center at Lucknow.

14. Annual Maintenance Contract: (Optional on High Court part)

The High court may enter into a comprehensive maintenance contract with the bidder for a period of 3 years after two years warranty period during execution of the order.

The bidder should quote the AMC rate in the financial Bid.

15. Limitation of Liability:

High Court will, in no case be responsible for any accident fatal or non-fatal , caused to any worker or outsider in course of transport or execution of work. All the expenditure including treatment or compensation will be entirely borne by the executants. The Executants shall also

be responsible for any claims of the workers including PF, Gratuity, ESI and other legal obligations.

17. Dispute

For adjudication of any dispute between High Court and the bidders arising in this case, reference can be made to competent Law Courts under the jurisdiction of High Court, Lucknow Bench at Lucknow only. The Senior Registrar, High Court, Lucknow Bench, reserves the right to accept or reject any or all tenders without assigning any reason thereof.

**Senior Registrar
High Court, Lucknow Bench,
Lucknow.**

I/we have carefully read and understood the terms and conditions of the Battery Operated Cargo Tricycle(e-rickshaw) of the tender and agree to abide by them.

Signature of Tenderer with Seal

Signature of Bidder with Seal

Tender for Battery Operated Cargo Tricycle(e-rickshaw)

General Information

1. Name of Tenderer / Firm :

2. Name of Proprietor / Partner:

3. Address:

4. Phone Nos.:

5. Trade Tax/Vat Registration No:
(Please enclose photocopy)

6. Details of Earnest Money Deposit:

Draft No.

Date

Amount 10,000/- (Rs. Ten Thousand Only)

Name of Bank

7. Name of authorized person:

Phone Number (if any)

Date:

**Signature of Tenderer/Authorized Signatory
Seal**

Annexure A2

**Technical Bid Proforma for Battery Operated Cargo Tricycle
(e-rickshaw)**

S. No.	Specification	
1	Make	
2	Model	
3	Loading Capacity (350 kgs)	
4	Motor(1000 watt)	
5	Controller(24 tube)	
6	Charging Time(7-8 Hrs.)	
7	Battery(100 Ah)	
8	Max. Speed (24-25 Km/H)	
9	Millage (80-90 Km /Charging)	

Annexure B

Financial Bid Proforma for Battery Operated Cargo Tricycle (e-rickshaw)

S.No.	Vehicle	Quantity	Unit Price	Rate (inclusive of all charges and taxes)
1.	Battery Operated Cargo Tricycle(e-rickshaw)	01		

AMC Charges for Three years after warranty period of Two years

S.No.	Vehicle	1st Year	2nd Year	3rd Year
1.	Battery Operated Cargo Tricycle(e-rickshaw)			