

**HIGH COURT OF JUDICATURE AT ALLAHABAD**  
**(LUCKNOW BENCH)**

Short Term Tender Notice

(HIGH COURT/2016/Sesquicentennial Celebration/ Pandal/Illumination)

Sealed tenders are invited from eligible and reputed bidders for award of contract **for Erection of Pandal and decoration of halls, with seating arrangement, decoration, audio-visual system and illumination on the occasion of Sesquicentennial celebrations at High Court, Lucknow Bench.**

The tender document can be downloaded from the official website of the High Court at <http://www.allahabadhighcourt.in>. For more information, please visit the website of the Allahabad High Court.

Interested and eligible Bidders may submit their Bid either personally or by post (registered or speed post)/courier to the Senior Registrar , High Court, Lucknow Bench, Lucknow, U.P. , so as to reach the High Court, Lucknow Bench on or before **29.03.2016 by 1.00 p.m.** High Court reserves the right to reject any or all the Bids without assigning any reason thereof.

Sd/-  
Senior Registrar

# Tender Document

For

**Erection of Pandal and decoration of halls with seating arrangement, decoration, audio-visual system and illumination on the occasion of Sesquicentennial celebrations of High Court, Lucknow Bench.**

Tender no. /HIGH COURT/2016/Sesquicentennial Celebration/ Pandal/ Illumination

HIGH COURT Lucknow Bench,  
Lucknow.  
Ph.: 2622212, Fax: 0522-2272328  
[www.allahabadhighcourt.in](http://www.allahabadhighcourt.in)

## Invitation for Bids

Sealed Bids are invited, from reputed and eligible Bidders for Erection of Pandal and decoration of halls with seating arrangement, decoration, audio-visual system and illumination on the occasion of Sesquicentennial celebrations of Allahabad High Court at Lucknow Bench, Lucknow. Bids are invited for the work mentioned hereunder:

S. NO.	Item	Description
1	Scope of Work	Tender for erection of Pandal and decoration of halls with seating arrangement, audio-visual system and illumination on the occasion of sesquicentennial celebrations of High Court of Judicature at Allahabad (Lucknow Bench). Detail of the Scope of work is annexed at Annexure-7
2	Event duration :	14.04.2016 to 15.04.2016
3	Cost of Tender Document	Rs 2000/- (Two thousand) (non-refundable) payable by Demand Draft of any scheduled Bank in favour of Senior Registrar, High Court Lucknow Bench, payable at Lucknow.
4	Procurement of Tender Document	Tender document can be downloaded from the official website of Allahabad High Court <a href="http://www.allahabadhighcourt.in">www.allahabadhighcourt.in</a>
5	Mandatory Site Visit	The site inspection by the prospective Bidders is mandatory. Bidders may take appointment from Mr. S.A. Siddiqui, (Registrar Protocol), Mob: 9415111032 and inspect the site either on 25.03.2016 Or 26.03.2016 during office hours (10:00am to 4:00pm).
6	Last date of submission of Bid	29.03.2016, by 1.00 pm
7	Date of opening of Bid	30.03.2016, at 4.15 pm or on the day of conclusion of all the technical presentations.
8	Date of Technical Presentation	The date of technical presentation shall be 29.03.2016 from 03:00 pm. Every Bidder will be allotted time slots for their turn depending upon the number of Bids received and the same shall be announced on the day of opening of Bid.
9	Earnest Money Deposit	Rs. 80,000/- (Eighty thousand Only) by Demand Draft in favour of Senior Registrar, High Court Lucknow Bench, payable at Lucknow or in the form of Bank Guarantee from any Scheduled Bank in the format prescribed for EMD in the Tender Document as Annexure-8
10	Performance Security	10% of total amount of the contract value in the form of Bank Guarantee in the format prescribed for performance Bank Guarantee in the Tender document as Annexure-9
11	Place of opening of Tender	In the office Senior Registrar at High Court, Lucknow Bench.
12	Address for communication	Senior Registrar, High Court ,Lucknow Bench, Lucknow.

**Note:**

\*Any future Corrigenda/ amendment shall be posted only on the official website of Allahabad High Court [www.allahabadhighcourt.in](http://www.allahabadhighcourt.in) . Tenderers are advised to visit the website regularly during this period. In case of any query please write to Mr. S.A. Siddiqui, (Registrar Protocol), High Court Lucknow Bench, Lucknow. Mob: 9415111032.

S/d  
Senior Registrar,  
HIGH COURT Lucknow Bench

## Letter for Submission of Tender

To

The Senior Registrar,  
High Court Lucknow Bench,  
Lucknow (U P)

Subject: Tender for Erection of Pandal and decoration of halls with seating arrangement, decoration, audio-visual system and illumination on the occasion of sesquicentennial celebrations of Allahabad High Court ( Lucknow Bench), against Tender No. /HIGH COURT/2016/ Sesquicentennial Celebration/Pandal

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Dear Sir,

Having examined the Tender Document as a whole relating to the Erection of Pandals with seating arrangement, decoration, audio-visual system and illumination on the occasion of sesquicentennial celebrations of High Court of Judicature at Allahabad at Lucknow Bench, Lucknow, and having understood the provisions and requirements relating to the Tender, we hereby submit our offer and confirm our acceptance to execute the order within the time period specified in the Tender Document, at the rates quoted by us in the accompanying Financial Bid. If, after our offer is accepted, we fail to sign the agreement and submit the Performance Guarantee or complete the work within the stipulated time as described in the Tender Document we agree that, ALLAHABAD HIGH COURT ( Lucknow Bench) shall have full authority to forfeit the earnest money/ security deposit and cancel our order with no obligation on their part.

We confirm having deposited earnest money of Rs 80,000/- (Eighty thousand) only

1. By Demand Draft No..... dated ..... drawn on ..... Bank ..... Branch attached here to,

OR

2. By Bank Guarantee No ..... dated ..... issuing Bank ..... Branch ..... and the information required, is as per annexures attached.

I/we further confirm that –

- i. All the terms and conditions mentioned in the Tender Document have been fully examined and full cognizance thereof has been taken in arriving at the price/ Tendered sums contained in my/ our Tender.
- ii. I/ We confirm that we satisfy the qualifying criteria as prescribed in the Tender Document and have attached the requisite documents as documentary proofs. In case you require any further information/documentary proof in this regard during evaluation of our Bid, we agree to furnish the same in time to your satisfaction.
- iii. I/we have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling orders of this value.
- iv. I/we have sufficient qualified/ skilled manpower and necessary materials to execute the Contract efficiently in the specified time schedule.
- v. The quoted rates shall be valid for not less than 60 days from the date of opening of Technical Bid of this Tender.
- vi. I/we further confirm that all the pages of the Tender Document have been read, understood and signed and there is no deviation/discrepancy.
- vii. I /We further declare that the prices stated in our proposal are in accordance with your Terms & Conditions in the Tender Document.
- viii. I /We hereby declare that in case the Contract is awarded to us, we shall submit the Performance Guarantee Bond in the form of Bank Guarantee in the format prescribed

in the Tender Document (the format of Performance Bank Guarantee is provided in the Tender Document at Annexure-9) for the amount of 10% of the total Contract/ Order value within 03 days of receipt of letter of intent from the Allahabad High Court ( Lucknow Bench) and sign the Contract Agreement.

- ix. I /We agree with the payment terms specified in the Tender Document.
- x. It is being certified that all the information's provided in this Bid are true and correct to the best of my /our knowledge and belief. We hereby declare that our proposal is made in good faith, without collusion or fraud. No forged /tampered document(s) are produced with the Bid for gaining unlawful advantage.
- xi. I /We assure the Allahabad High Court ( Lucknow Bench) that neither I/We nor any of my/our workers, will do any act which is improper / illegal during the execution on the Contract, in case the Contract is awarded to me/us.
- xii. I /We assure the Allahabad High Court ( Lucknow Bench) that I / We will not be outsourcing any work specified in the Tender Document without the written permission of Allahabad High Court ( Lucknow Bench), to any other person whether incorporated or not.
- xiii. I/We, further certify that I/We, possess all the statutory /non-statutory registrations, permissions, approvals, etc., from the Competent Authority for providing the requisite services,
- xiv. I/We hereby declare that this Bid on acceptance communicated by you shall constitute a valid and binding Contract between us.

Signature of Tenderer

With Stamp and Date

**GENERAL INFORMATION**

A).

S. No.	Item	Description (to be filled in by the Tenderer)
1.	EMD Details Instrument No: and date: Amount in Rs. Name of the Bank and Branch:	
2.	Name and Address of the Tenderer	
3.	Fax	
4.	e-Mail	
5.	Mobile/ Telephone Number	
6.	Registration and incorporation particulars of the Tenderer indicating legal status such as company, partnership/ proprietorship concern, etc.	
7.	Name of Authorised signatory/ contact person and Telephone No.	
8.	Year of Establishment/ Incorporation	
9.	TIN number, Service tax Registration and PAN/GIR No.	
10.	Yearly Turnover of the last 3 financial years (i.e 2012-2013, 2013-2014 and 2014-2015)	
11.	Name and Address of the Banker	
12.	List of major clients with contact details and the size of orders executed (Completion Certificates to be attached)	
13.	Any other information document: please specify	

*Note: Pl. attach copies of the relevant documents/certificates as a proof of submission. Separate sheets may be attached wherever necessary.*

B). The Bidder/ Tenderer should also enclose the following:

- i. A short description of your firm/company etc..
- ii. The sample photographs of previous work are to be attached with Bid, along with the description of the events undertaken Viz. name of the client with contact details, place, date, and event description etc.

Note:

1. *The Bidders/Tenderers are required to give technical presentation of the proposed erection of Pandal and decoration of halls (with seating arrangement, decoration, audio-visual system and illumination).*
2. *The participating Bidders would be required to demonstrate quality of their work at the time of Technical Presentation.*
3. *Bidders to ensure that all*
  - *Pages have been signed and stamped by the authorized person*
  - *Pages have been numbered*
  - *Documents are legible (clearly readable)*

Signature of the Tenderer in ink

With stamp and date

## **INFORMATION REGARDING TECHNICAL PRESENTATION**

- B). The Bidder shall be required to prepare a Concept Plan and submit the same along with their proposal. The Concept Plan should have technical layout of Pandal/ Halls Computer generated graphics/ images etc related to bidders proposed plan of erection of Pandal (acoustics, decoration, lighting and ventilation plan etc). The Bidder may also provide soft copy of such plan in animated/3D view, for better presentation, in a C.D. duly signed on the disk.

Wherever necessary separate sheets may be attached serially, signed with stamp and numbered.

Note:

1. The work under this Tender should follow the theme based decoration of the Pandal/ halls with lights, flowers, flower pots, carpets and artefacts/ Standi's etc. appropriate with the essence of the occasion and in the manner suggested by the **Senior Registrar** under the guidance of Sesquicentennial sub Committee, during the performance of the Contract.
2. *The Bidder is also required to make a presentation of the Concept Plan before the Committee of the High Court. The selection of the Firm shall be made on the basis of the experience, capability and capacity to execute the assignment and understanding of the assignment reflected in their concept plan and the presentation.*
3. **Evaluation of the Bids shall be made by the Committee nominated by the High Court.**
4. *During the Technical presentation requisite negotiations would be carried out which will include discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing and any suggestions made by the Bidder to improve the Terms of Reference.*

**TECHNICAL INFORMATION**

- C). Details of the Items/ materials planned to be used by the Bidder for erection of Pandal/ decoration of halls with seating arrangement, decoration, audio-visual system and illumination.

*Please refer to the scope of work (Annexure-7) for assessing the requirement before filling up of this format. It is mandatory for the Bidders to visit the High Court, Lucknow Bench with prior appointment on the date specified in the Tender Document and carry out their own measurements/ assessment of the requirement of the High Court.*

S. NO.	Work/Cost items (as mentioned in Technical Bid)	Description of the item (Technical Detail)	Unit	Quantity proposed to be used	Rate inclusive of all applicable taxes, levies and other charges	Amount in figures	Amount in Words
A.	Decoration of Dining hall for Lunch of V.V.I.Ps. and V.I.Ps. at New High Court Building at Gomti Nagar :						
1.							
2.							
3.							
B.	Decoration of main hall with dias, seating arrangements etc.						
C.	Erection of pandal for dinner at New High Court Building at Gomti Nagar						
D:	Decoration of all the entry gates of The High Court:						
E:	Photography and video recording of the Event:						
F.	Decoration of hall for General lunch/ dining at New High Court Building, Gomti Nagar						
G.	Illumination of entire High Court Building at Kaiserbagh						

**Note:** please insert as many rows under each head as may be required.

Signature of the Tenderer in ink

With stamp and date



## **General Terms and Conditions**

The general terms and conditions to be followed for Bidding in the tender for "Erection of Pandal/ decoration of halls with seating arrangement, decoration, audio-visual system and illumination on the occasion of Sesquicentennial celebrations of High Court of Judicature at Allahabad ( Lucknow Bench)" contract are as follows:

1. **Eligibility Criteria:** Bidder must have the following to be eligible to qualify in the Tender:
  - a) The Bidder/ Tenderer should be a Company registered under Companies Act, 1956 or Partnership Firm registered under Indian Partnership Act, 1932 or a sole Proprietorship Firm engaged in erection of Pandal for events involving VVIPs and VIPs with a minimum experience of 05 (FIVE) years. The Bidder should have sufficient Infrastructure, technical expertise and financial strength to undertake the Contract.
  - b) The Bidder must not be black listed by any Government or Government entity.
  - c) The Bidder/ Tenderer should have experience of Erection of Pandal with seating arrangement, decoration, audio-visual system and illumination work for reputed clients. The Bidder/ Tenderer must have executed at least three work of this nature with minimum value per work of Rs 15 Lacs (Fifteen lacs) or atleast two works of similar nature amounting to 20 Lacs (Twenty lacs) (Attach completion certificates) during last five years.
  - d) Annual average turnover of Rs 10 lacs (Ten lacs) from Erection of Pandal with seating arrangement, decoration, audio-visual system and illumination work in the past 3 financial years i.e 2012-2013, 2013-2014 and 2014-2015 (attach balance sheets or certificate from an auditor to state that the annual average turnover was Rs 10 lacs (Ten lacs) from similar work in the past three financial years).
  - e) Successful Bidders should have a contact person deputed locally in Lucknow (U.P.) who shall be coordinating on behalf of the Contractor with the Registrar Protocol during the contract period.
  - f) The Successful bidder has to employ skilled workers round the clock 03(three) days prior to the commencement of event and during the event to maintain the serviceability of the whole setup for the period.

**NOTE:**

- i. The work executed in the own name of the Bidder only will be considered for similar works, to meet the eligibility criteria. JVs / Consortiums / MOUs shall not be considered.
- ii. Bidder/Tenderer should submit documents in support of minimum eligibility criteria along with the Bid. NO document in support of minimum eligibility criteria will be accepted / entertained after opening of Bid.

**Tenders/Bids not meeting any of the above "Eligibility Criteria" shall be rejected.**

2. **Amendment in Tender Document:** Any time prior to the deadline for the submission of Bids, the Competent Authority at High Court (hereinafter referred to as "Competent Authority") may, for any reason, modify the Tender Document by way of amendment(s). Amendment(s) so made will be notified through the official website of Allahabad High Court. In order to allow reasonable time to the prospective Bidders for taking into account such amendment(s), in the preparation of their Bids, the Competent Authority, at its discretion, may extend the deadline for the submission of Bids. Bidders/Tenderers are advised to keep checking the Website of Allahabad High Court.
3. **Bid Price:** Each Bidder shall submit only one quotation. The prices should be quoted in Indian Rupees only. The Bidders shall indicate Bid price in Bid as a lump sum amount for the whole contract as per the format prescribed in the Bid (Annexure-5). All duties, taxes/ incidental charges and other levies payable by the contractor under the Contract shall be included in the Bid price. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and shall not be subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and rejected. The Bidder shall bear all costs associated with the preparation and submission of the Bid. Allahabad High Court ( Lucknow Bench) in any case will not be responsible or liable for these costs, incurred by the Bidder.
4. **Sealing and Marking of Bids:** The Bidders shall submit the Bid (containing the proof of Tender fee, Earnest Money Deposit and other supporting documents to substantiate their claim of eligibility) in one sealed envelope clearly marked as "I Bid for Erection of Pandals

with seating arrangement, decoration, audio-visual system and illumination on the occasion of Sesquicentennial celebrations of High Court of Judicature at Allahabad ( Lucknow Bench)” with the name, address and telephone number of the Bidder clearly marked on the envelope. Failure to comply with these instructions will amount to disqualification of the Bidder.

5. Alterations or overwriting in the Bid is not allowed. Any alterations, erasures or overwriting shall render the Bid invalid and shall be liable for rejection.
6. The Bidder shall bid for the entire tender document as a single Bidder and it shall be binding on the part of the Bidder to bid for each and every item mentioned in the tender document. No association/ collaboration by the Bidder shall be allowed/ acceptable to bid for any and all items of the instant tender document without written permission of the High Court.
7. **Deadline for Submission of Bids:** Bids must reach Allahabad High Court ( Lucknow Bench) at the address specified but not later than the time and date specified in the “Invitation for Bids”. In the event of the specified date for the submission of Bids being declared a holiday for the office of the Competent Authority, the Bids will be received up to the stipulated time on the next working day.
8. **Late Bid:** Any Bid received after the deadline for submission of Bids prescribed by Allahabad High Court ( Lucknow Bench), will not be accepted and returned unopened to the Bidder.
9. **Validity period of Bid:** The Tender offer shall remain valid for 30 days from the date of opening of Technical Bid. In exceptional circumstances, the Allahabad High Court ( Lucknow Bench) may request the consent of the Bidder for an extension to the period of Bid validity. The Bid Security/ EMD provided by the Bidder shall also be suitably extended. A Bidder accepting the request and granting extension will not be permitted to modify his Bid.
10. **Forfeiture of EMD:** The EMD may be forfeited if the Bidder withdraws its Bid during the period of Bid validity specified in this Tender Document, or In case of a Successful Bidder, if the Bidder:
  - a) Fails to accept the letter of Intent and signs the Contract Agreement within 03 days of issue of letter of intent by Allahabad High Court ( Lucknow Bench);
  - b) Fails to furnish performance security once the Contract Agreement has been signed. The performance security has to be furnished within 03 days of issuance of letter of intent;
11. **Performance Security:** The Successful Bidder will be required to submit equivalence of 10% of the Contract value as a Performance Security for the satisfactory performance of the Contract at the time of signing of Contract Agreement. The Performance Security should be in the form of Bank Guarantee from any scheduled Bank and as per the prescribed format (Annexure-9) provided in the Tender Document.

Aforesaid Bank Guarantee shall remain valid for a period of six months after the completion of the event. Without prejudice to any remedy available to Allahabad High Court, High Court ( Lucknow Bench) may by giving 7 days notice to the Successful Bidder invoke the aforesaid Bank Guarantee for recovery of any amount (including penalty and damages) liable to be paid by Successful Bidder to the Allahabad High Court ( Lucknow Bench). The Successful Bidder shall replenish the Bank Guarantee within 7 days after its invocation by Allahabad High Court ( Lucknow Bench). In case full amount is not recovered by invocation of Bank Guarantee Allahabad High Court ( Lucknow Bench) shall have the right to recover the rest amount from Successful Bidder as arrear of land revenue.

12. **Service support requirement:**

- a) Successful Bidder will ensure that all the installations are complete in all respect (except any perishable items such as floral decoration, name placard etc) 02(two) days prior to the date of commencement of the event specified in the Tender Document i.e 14.04.2016. In other words, the entire installation should be complete by 12.04.2016. All the necessary testing should be done by the Successful Bidder during this period to the satisfaction of the Competent Authority. Failure to comply with this condition may result in:
  - i. Forfeiture of Performance Security
  - ii. Imposition of penalty as specified in the Tender Document subject to a maximum of 10% of the Contract value.
  - iii. The High Court shall be free to get the work completed from some other vendor

and any incremental amount paid to that engaged vendor will be recovered from the Bidder;

- iv. The Bidder will be blacklisted from participating in future Tenders of Allahabad High Court ( Lucknow Bench).

All the perishable items such as flower decoration, water, name placards etc shall have to be completed 4 hours before the scheduled event.

- b) The services/ deliverables will be examined by the agency nominated by the Competent Authority or Registrar Protocol working under the guidance of Sesquicentennial sub-Committee for quality and quantity. In case the quality is not in compliance with the specifications mentioned in the Contract Agreement/ Tender document provided by the Successful Bidder, the Bidder will be asked to replace the same. In case the Bidder fails to rectify the defect, the same will be procured from the market and any amount paid to the new vendor will be recovered from the Bidder.
14. **Issue of Letter of Intent:** The letter of Intent shall be issued to the selected Bidder after the announcement of name of the Successful Bidder by the Hon'ble High Court. The issuance of letter of intent shall be construed as an acceptance of offer of the Bidder by Allahabad High Court ( Lucknow Bench) and shall form a part of legal and enforceable contract between the Allahabad High Court ( Lucknow Bench) and the Successful Bidder. EMD of all the Bidders except that of Successful Bidder will be returned on their request as early as possible. EMD of the successful bidder will be returned after the signing of Contract and submission of Performance Security by the Successful Bidder and issuance of the work order by the Allahabad High Court ( Lucknow Bench).
  15. **Payment condition:** Payment shall be considered due only after the satisfactory completion and conduct of work specified in this Tender and successful removal of items installed for the said work under consideration in the Contract. In case of variation in actual quantity of work from the quantity mentioned in the Agreement, the amount payable by the High Court shall be adjusted accordingly. Final settlement of the bill will be made, after adjustment of any advances paid or receivables due on the part of the Contractor.
  16. **No interest on deposits:** No interest shall be payable on any kind of deposit (EMD or Performance Security deposit) retained by Allahabad High Court ( Lucknow Bench) during the performance of the contract or during the progression of Tender process, as the case may be.
  17. **Sub Letting:** The Successful Bidder cannot assign or transfer and sub-contract its interest/ obligations under the Contract without prior written permission of the Allahabad High Court ( Lucknow Bench).
  18. **Warranty:** The Successful Bidder shall give warranty that the materials to be used in the performance of the Contract shall be free from all defects and faults in material and workmanship and shall be of the highest grade and of renowned brand/ make which is consistent with the established and generally accepted standards for the material of the type and shall be in full conformity with the specifications offered in the Technical Bid by the Bidder and accepted by the Allahabad High Court ( Lucknow Bench). The Successful Bidder will be responsible for any defects and shall remedy such defects at his own cost.
  19. **Governing law and dispute resolution:** The obligation under the Contract Agreement shall be governed by and interpreted in accordance with the laws of India. All disputes or differences whatsoever arising between the Parties, out of or in relation to the meaning, scope or execution of work or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof or breach thereof, shall be settled amicably. If, however, the Parties are not able to resolve such dispute or difference amicably, the same shall be referred for Arbitration to a Sole Arbitrator, the person appointed by Senior Registrar , High Court Lucknow Bench. Decision of the Sole Arbitrator shall be binding on both the Parties. Place of Arbitration shall be Lucknow. The provision of the Arbitration and Conciliation Act, 1996 shall apply. In case any party wants to take the dispute to a Court of Law after arbitration award as aforesaid, it is expressly agreed that only the Courts at Lucknow shall have the Jurisdiction.
  20. **Force Majeure:** If any time, during the continuance of the Contract, the performance in whole or in part by either Party under obligation as per the Contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, earth quakes, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to as "Force Majeure"), which is not in the control of concerned Party, neither Party can make any claim for damages against the other in respect of such non-performance or delay in performance and deliveries under

the Contract provided that the notice of happening of any such Force Majeure event is given by the concerned Party (Affected Party) to the other Party within 2 days of the date of occurrence of such Force Majeure event.. The Contract shall be resumed as soon as practicable after such Force Majeure event has come to an end or ceased to exist. In case of any dispute, the decision of Senior Registrar , High Court, Lucknow Bench, shall be final and conclusive.

21. **Termination of Contract for default:** The High Court, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the contractor, terminate this contract in whole or in part.

- a. If the Successful Bidder fails to honour the performance of the Contract within or during the time period (s) specified in the Contract, or any extension thereof granted by the Allahabad High Court ( Lucknow Bench).
- b. If the Successful Bidder fails to perform any other obligation(s) under the Contract or unable to deliver the desired quality of work as mutually agreed upon during the signing of the Contract agreement and as specified in the said agreement which is in conformity with the general essence of the Work under this Tender; and
- c. If the Successful Bidder, in either of the above circumstances, does not remedy his failure within a period of 2 days (or such longer period as the Allahabad High Court ( Lucknow Bench) may authorize in writing) after receipt of the default notice from the Allahabad High Court ( Lucknow Bench).

In the event, the Allahabad High Court ( Lucknow Bench) terminates the Contract in whole or in part pursuant to above para the Allahabad High Court ( Lucknow Bench) may procure upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Successful Bidder shall be liable to the High Court for any excess cost for such similar goods and services. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.

22. **Termination of Contract for Insolvency:** The Allahabad High Court ( Lucknow Bench) may at any time terminate the Contract by giving written notice to the Successful Bidder, without compensation to the Successful Bidder if the Successful Bidder becomes bankrupt or otherwise insolvent as declared by the competent Court provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the Allahabad High Court ( Lucknow Bench).

23. **Penalty for Delay:** In case Successful Bidder fails to deliver the goods and services within specified time as mentioned in this Tender Document, Penalty shall be levied as per provision of relevant clause of "Special Technical Conditions" of this Tender Document.

Signature of the Tenderer in ink

With stamp and date

## Bid opening and evaluation of Bids

1. **Opening of Bids:** The Committee will open Financial Bid of those Bidders who are to be found eligible on the basis of the Technical presentation and general checklist of the documents submitted and whose Bids are substantially responsive. The Committee will open the Bids, in the presence of Bidders' representatives who choose to attend on the date specified, at the location mentioned in this Tender Document.
2. **Attendance:** Prospective Bidder representatives shall sign a register/ attendance sheet evidencing their attendance. In case, the Bid is not opened on the day specified in the Tender Document the Committee may decide to open the Financial Bid on subsequent dates. In such case the date, time and place of opening of Financial Bid will be notified on the **website**.
3. **Preliminary Examination:** Before starting evaluation, the Bids will be examined to determine whether they are complete in all respect, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order. If Bid is determined as non responsive substantially, the Competent Authority will have all the right to reject it, without assigning any reason thereof.
4. The process of evaluation of Bid is as follows:
  - a. The Committee, appointed by the Allahabad High Court, will first verify that the Tender fee and EMD for Bid Security is in order and as per requirement of the Bid. The Committee will examine the Bid on Eligibility Criteria as specified. The scrutiny of technical proposals will be based on the Evaluation Criteria determined by the Committee.
  - b. After scrutiny and after having examined the proposal as per the requirement of the Allahabad High Court, the Allahabad High Court ( Lucknow Bench) may accept the Bid price of the Bidder whose Bid is found to be the most technically viable or any other Bid found suitable or reject any or all of the Bids, without assigning any reasons thereof.
  - c. The Successful Bidder shall be required to enter into Contract Agreement with Allahabad High Court ( Lucknow Bench) for executing the work. Contract Agreement shall be valid for a period of six months after the date of conclusion of the event.
  - d. The evaluation of the Technical presentation shall be made on the following criteria:
    - i. Work assessment and Bidders understanding of the requirement of the High Court
    - ii. Relevant experience of the Bidder
    - iii. Content and quality of Concept Plan displayed during presentation
    - iv. Methodology, and approach with time lines for carrying out overall assignment
    - v. Quality of demo
5. **Contacting the Competent Authority:** Any effort on part of a Bidder to influence the Competent Authority, in its decisions on Bid evaluation; Bid comparison or award of contract may result in rejection of the Bidder's Bid.
6. **General:**
  - a. All the pages in the Bid shall be duly filled in, signed and complete in all respects.
  - b. The Scope of Work (Annexure-7) clearly states the time period of completion of work. The Bidder shall comply with the timelines.
  - c. In case of delay in execution of the order, Allahabad High Court ( Lucknow Bench) reserves the right of getting the work done from the open market. In such a case the Bidder will be liable to bear the difference in cost and a proportionate recovery from the Performance Security will be made by the Allahabad High Court ( Lucknow Bench). The Bidder will also be blacklisted from participating in future Tenders of Allahabad High Court ( Lucknow Bench).
  - d. The envelopes shall be addressed to the Senior Registrar at the following address: Senior Registrar, High Court Lucknow Bench, Lucknow Pin. 226001. The envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late." If the envelope is not sealed and marked, the Competent Authority will assume no responsibility for the Bids, misplacement or premature opening. In case of submission of Bid by Telex, Facsimile/Fax/ E-mail message, Bids will be rejected. Conditional Bids are liable to

be rejected. Allahabad High Court ( Lucknow Bench) does not bind itself to accept the lowest or any other Bid and reserve the right to accept or reject any or all the Bids in full or in part without assigning any reason thereof at any stage.

Signature of the Tenderer in ink

With stamp and date

## **Special Technical Conditions**

1. The work associated with this tender is essentially a service offered by the Bidder on hire basis. High Court does not intend to own the title of goods used in the said work of erection of Pandals with seating arrangement, decoration, audio-visual system and illumination.
2. The work under the scope of this tender involves decoration of hall of main Pandal with seating arrangement, decoration, audio-visual system, Photography, video recording and illumination, which shall remain installed for the period 14.04.2016 to 15.04.2016. Rest of the halls shall also remain decorated for 14.04.2016 to 15.04.2016 and one pandal for dinner for approximate 4500 persons be erected only for 14.04.2016. The work under this Tender should follow the theme based decoration of the Pandals with lights, flowers, flower pots, carpets and artefacts etc., appropriate with the essence of the occasion and in a manner suggested by the Registrar Protocol working under the guidance of Sesquicentennial Sub Committee, during the performance of the Contract.
3. The Successful Bidder has to carry out the Erection of Pandals with seating arrangement, decoration and illumination based on the quantities specified in the work order issued by the Allahabad High Court ( Lucknow Bench) and also illumination of present High Court Building at Kaiserbagh. Nothing extra shall be paid over and above the Lump Sum amount quoted by the Successful bidder in its Bid.
4. As the items of work will be urgent and time bound nature, the work will have to be completed within the stipulated time frame, irrespective of holidays.
5. The installation of all the necessary material should be completed in all respect, 02(two) days prior to the date of commencement of the event specified in the Tender Document along with all the successful testing done. The Competent authority may inspect the installation and suggest modification to their satisfaction in line with the plan submitted by the Successful Bidder. A penalty of 1% of the total value of the work order (subject to the maximum of 10 % of the total value of the work order) will be levied for delay per day or part thereof for not installing the items in time.
6. Successful Bidder must ensure all standby material/equipment ready at site prior to any event in order to avoid any embarrassing situation during the event due to shortage of such material. However, for all such standbys, Allahabad High Court would not be entertaining any extra rent, payment/claims raised by Successful Bidder at any time.
7. The Allahabad High Court ( Lucknow Bench) will provide power supply for the said work from its existing facilities however the Successful Bidder shall have to make arrangement of serviceable Generators with fuel for any contingencies arising out of power failures. In the event of failure of power supply from regular supply of Allahabad High Court ( Lucknow Bench), the power backup from the Generators should be resumed within 03(three) minutes or lesser. Failure to resume alternate power supply from generator is extremely undesirable and contrary to the essence of the contract. The repetitive failures may invite punitive action from Allahabad High Court ( Lucknow Bench) which shall be at the discretion of Committee constituted for the Purpose.
8. The Successful Bidder is expected to carry out the installation of the necessary materials and its subsequent removal after the event in such a way that it does not cause any damage to the Building. Any damage whatsoever done to the Building either knowingly or otherwise shall be immediately brought to the notice of the Competent Authority, the same shall be dealt with accordingly at the discretion of the Committee. All the Corrections / repairs are to be done by the Successful Bidder at his own Cost. If the Successful Bidder fails to do the corrections, the Allahabad High Court ( Lucknow Bench) may get the correction done on its own and recover the corresponding amount from the Successful Bidder.
9. The Successful Bidder shall pool in adequate amount of skilled people, trained workers at the site for the successful performance of its obligations under this Contract. The Successful bidder shall follow the applicable rules of the land in hiring/dealing with the workers employed at the site. The Allahabad High Court ( Lucknow Bench) will have no obligation towards the workers employed by the Successful Bidder. The Successful Bidder is required to appoint a person who shall be entrusted with a task of coordinating with Registrar Protocol working under the guidance of the Sesquicentennial sub Committee or the Agency nominated by the Allahabad High Court ( Lucknow Bench) during the period of this Contract. Specifically, during the conduct of event, the qualified electrician/s, skilled helpers in adequate numbers are to be deputed at the site round the clock by the Successful Bidder, so as to attend to any contingencies.
10. Safety of the workers shall be the responsibility of the Successful Bidder. The Successful Bidder shall make all necessary arrangement for the safety of the workers and shall

provide necessary safety equipments to all the workers while they are on work and ensure that they follow the safety instructions, without fail. The Successful Bidder shall keep the Allahabad High Court ( Lucknow Bench) indemnified in case any claim that may arise out of any untoward incident during the performance of this contract by the Bidder. The Successful Bidder should have requisite insurance plans against the risks of fire, accident, theft etc for the performance of this Contract. The Successful Bidder shall ensure that such insurance is in place prior to commencing of the services under this Contract.

11. All duties, taxes and other levies payable by the Bidder under the Contract shall be included in the Total Price. The quoted prices must be on the basis of cost of overall services offered by the Bidder on hire basis at the Allahabad High Court ( Lucknow Bench). Nothing extra or over the total price quoted by the Bidder shall be payable to the Bidder by Allahabad High Court ( Lucknow Bench).
12. The Participating bidders are required to provide details in the Technical presentation as well as quote in the Bid. The High Court shall have the liberty to choose either of these mutually exclusive options for arriving at the total Contract Value.
13. It is mandatory for the Bidders to visit the High Court, Lucknow Bench with prior appointment on the date specified in the Tender Document and carry out their own measurements/ assessment of the requirement of the High Court. Assessment of the requirement, site survey and obtaining all measurements that are required to be taken will be the sole responsibility of the Bidder. No cost shall be payable to the Bidder for this purpose. The Erection of Pandals with seating arrangement, decoration, audio-visual system and illumination is to be carried out as per specifications approved by the Competent Authority/ Committee appointed for the purpose.
14. In case the execution is done without getting the same approved and there is any deviation in the pattern of Pandals erection and decoration from the scope of work, the Allahabad High Court ( Lucknow Bench) will not accept such work and no payment will be made for such work. The Successful Bidder has to rectify the error at no extra cost.
15. Quality of material to be used in work under this Contract is of high importance. The Successful Bidder must ensure installing high quality material/ items of renowned Brand/Make to ensure beautiful and spectacular aesthetics of the site besides preventing any untoward incident/mishap on account of inferior quality of material installed. The Bidder shall keep the High Court indemnified against any claim arising out of any untoward incident/ mishap. Any shortfall in the quality of the material will not be accepted and the Successful Bidder may be asked to undertake that part of the work again at no extra cost. The Successful Bidder should have requisite insurance plans against the risks of fire, accident, theft etc for the performance of this Contract. The Successful Bidder shall ensure that such insurance is in place prior to commencing of the services under this Contract.
16. The High Court may add/reduce/omit/delete the scale of some of the sub items mentioned under various core items of work specified in the Scope of work (Annexure-7).
17. The Bidder shall install a water and fire proof Pandal with stable structure of extremely good quality material which shall be firmly anchored so as to withstand any inclement weather condition.
18. **Time is the essence of the Contract.** The Work under this Contract is highly critical, at any stage, If it is found that the performance, quality of work and material is not satisfactory or the Successful Bidder commits breach of any terms & conditions of the Contract, the Contract is liable to be terminated by giving 7 days notice, the Performance Security will be forfeited and the work will be assigned to another Firm/Company at the risk and cost of the Successful Bidder.
19. The detailed list of materials to be used in the Erection of Pandal with seating arrangement, decoration, audio-visual system and illumination work is to be provided in the Technical presentation.
20. Incomplete or conditional Bid will not be accepted. No additional terms & conditions from Bidder/Tenderer will be accepted, at any stage.
21. The Bidder must provide confirmation on the name of the Authorised Signatory and his attested signature on the letter head of the Bidder indicating that the power of Attorney has been conferred upon such person to act on the behalf of the Bidder in respect of this Bid.
22. Compliance to "General Terms and Conditions", "Special Technical Conditions" and Tender Document as a whole, will be considered for overall evaluation of the Bid and non-compliance of any of the above terms & conditions and technical requirements of



this Tender Document may lead to rejection of Bid.

23. In case the Contract gets terminated for any reasons attributable to be on the part of Successful Bidder, the Allahabad High Court ( Lucknow Bench) shall recover any loss incurred from the Performance Security. If this loss happens to be more than the amount of the Performance Security then the Allahabad High Court ( Lucknow Bench) may recover the rest of the amount as arrear of land revenue keeping in view the criticality of the work for sesquicentennial celebrations of the High Court.
24. Testing, Checking, Installation and Removal would be done by the Successful Bidders at his own risk and cost, nothing extra shall be paid for it by the Allahabad High Court ( Lucknow Bench).
25. The testing and checking of the entire equipment must be shown to the Registrar Protocol working under the guidance of Sesquicentennial Sub Committee or the agency nominated by the Competent Authority to their satisfaction.
26. All power distribution shall be kept adequately insulated and should be of appropriate current/ load ratings cables. No loose naked hanging wires shall be permitted. All electrical installations shall be secured firmly and protected to withstand all weather.
27. Proper and adequate earthing of all electrical installations has to be maintained. Overload protection devices have to be installed whenever and wherever heavy current/ load consuming plant machinery susceptible to hazard is in use.
28. All temporary and permanent electric installations if any, power distribution and supply required for execution of work shall be carried out conforming to existing industrial and domestic safety rules and regulations.
29. The generators should be maintained in up and running conditions at all times during the event period.
30. All the works like installation, checking, testing and etc is expected to be carried out after Court/ office hours. If it is at all required to be done during Office hours it must be carried out in a manner which is in complete harmony with the running Courts and does not cause any disturbance to the Courts.
31. Fire Safety arrangements to be provided in Pandal and certificate to this effect to be obtained from Local Fire Officer.
32. Safety Certificate for Electrical Installation to be obtained from Local appropriate government authority.
33. The venue area shall be kept spic & span free of debris through arrangement of sufficient service staff. The toilets/washrooms shall be maintained hygienically round the clock. Daily garbage should be taken away. There should be provision of adequate dustbins at various points. The venue should be free from use of plastics as far as practice able.

Signature of the Tenderer in ink

With stamp and date

## **FORMAT FOR SUBMITTING BID**

For Erection of Pandal and decoration of hall with seating arrangement, decoration, audio-visual system and illumination on the occasion of sesquicentennial celebrations of High Court of Judicature at Allahabad ( Lucknow Bench).

S. NO.	Work/Cost items (as mentioned in Technical Bid)	Description of the item (Technical Detail)	Unit	Quantity proposed to be used	Rate inclusive of all applicable taxes, levies and other charges	Amount in figures	Amount in Words
A.	Decoration of Dining hall for Lunch of V.V.I.Ps. and V.I.Ps. at New High Court Building at Gomti Nagar :						
1.							
2.							
3.							
B.	Decoration of main hall with dias, seating arrangements etc.						
C.	Erection of pandal for dinner at New High Court Building at Gomti Nagar						
D:	Decoration of all the entry gates of The High Court:						
E:	Photography and video recording of the Event:						
F.	Decoration of hall for General lunch/ dining at New High Court Building, Gomti Nagar						
G.	Illumination of entire High Court Building at Kaiserbagh						
<p>Total Amount in Words for decoration of main hall /dining hall for V.V.I.Ps. &amp; V.I.Ps. for lunch and dinner and other hall for lunch and erection of pandal for dinner of other invitees and / all entry gates of the High Court ( Inclusive of A to F) inclusive of all applicable taxes, levies and other charges = Rs.</p> <p>Total Amount in figures for decoration of main hall /dining hall for V.V.I.Ps. &amp; V.I.Ps. for lunch and dinner and other hall for lunch and erection of pandal for dinner of other invitees and / all entry gates of the High Court ( Inclusive of A to F) inclusive of all applicable taxes, levies and other charges = Rs.</p> <p>Total Amount in figures of Illumination of entire High Court Building at Kaiserbagh ( F.) inclusive of all applicable taxes, levies and other charges = Rs.</p> <p>Total Amount in Words of Illumination of entire High Court Building at Kaiserbagh (F.) nclusive of all applicable taxes, levies and other charges = Rs.</p>							

**Note:**

- *Insert as may rows as required.*
- *In case of discrepancy in the quoted amount in figures and words, the quoted amount in words will prevail.*
- *The Bidders have to provide the cost of erecting of Pandal for dinner. The High Court shall have the liberty to choose either of these mutually exclusive options for arriving at the total Contract Value.*
- *The Bidder has to provide the cost of illumination of entire High Court Building at Kaiserbagh by LED Lights, colour light, big bulbs, change colour lights, laser lights. The High Court shall have the liberty to choose either of these mutually exclusive options or combination of options for arriving at the total Contract Value.*

I/ We agree to execute the work under the present Tender for the period specified in the Tender Document in accordance with the technical specifications mentioned in the Technical Bid or as per the mutually agreed modifications suggested by Allahabad High Court ,

Lucknow Bench. if any, at the time of signing of Contract, in consideration of a contract price as mentioned above. I/ We also confirm that all the terms and conditions prescribed in the Tender Document shall be adhered to in the performance of the work under this Tender.

Signature of the Tenderer in ink

With stamp and date

**Letter of Authorisation for Attending the Technical presentation and Bid Opening**

(ON THE LETTER HEAD OF THE BIDDER)

Sub: Authorization for attending the Technical presentation and Bid opening on ----- for decoration of halls and Erection of Pandal with seating arrangement, decoration, audio-visual system and illumination on the occasion of sesquicentennial celebrations of High Court of Judicature at Allahabad, Lucknow Bench.

Following person whose name and signature is appended below is hereby authorized to attend the Bid opening for the Tender mentioned above on behalf of the Bidder ..... , office Address .....

Name and specimen signature of the representative:  
(Encircled and stamped by the Tenderer)

Name and specimen signature of the alternate representative:  
(Encircled and stamped by the Tenderer)

Signature of the Tenderer in ink

With stamp and date

## Scope of Work

The work under the scope of this tender involves Erection of Pandal with seating arrangement, decoration, audio-visual system, photography, videography and illumination at New High Court Building, Gomti Nagar on the occasion of sesquicentennial celebrations of High Court of Judicature at Allahabad Lucknow Bench and illumination of entire High Court Building at Kaiserbagh. The main hall shall remain decorated for 14.04.2016 to 15.04.2016 while the illumination of entire High Court Building at Kaiserbagh will have to be done for the period from 14.04.2016 to 16.04.2016. The Pandal should have good ambience and proper lighting. It is mandatory for the Bidders to visit the Allahabad High Court Lucknow Bench with prior appointment on the date specified in the Tender Document and carry out their own measurements/ assessment of the requirement of the High Court. Assessment of the requirement, site survey and obtaining all measurements that are required to be taken will be the sole responsibility of the Bidder. The Bidders shall do the site visit at their own cost as High Court will not pay anything extra for such visits. Particulars of the work:

### A. Main Hall at New High Court Building :

- i. The Hall should have separate seating arrangement for V.V.I.Ps & V.I.Ps, Lawyers, Media persons and others.
- ii. A Stage with seating capacity of 100 persons (or the size which is mutually arrived at during the course of discussions at the time of site visit by the bidder). The stage should have steps and ramp railing on both the sides. A suitable backdrop of Flex is to be placed at the Back of the stage. Glasses with mineral water and flower vases should be kept on the dais. The seating arrangements should be displayed by placards (80x350mm) by designation placed on the table in front of each chair.
- iii. Two good quality and well lighted podiums, four table microphones and sufficient number of tables on the stage (beautifully decorated and covered with absolutely neat and clean piece of cloth, flower vase etc.).
- iv. Decoration of the dias with beautiful flowers and flower pots.
- v. Name placard for various dignitaries.
- vi. Arrangement of noise and distortion free sound system of high grade and international brand like JBL or equivalent, corded and cordless mikes and related accessories etc for the main Pandal. The Pandal shall have proper lighting.
- vii. Arrangement of Visual display system (LED units with sound) preferably of the size 8X14ft. Two big screens, Multimedia Projector and Computers on either side of the stage. Two additional display units to be installed in the main hall or nearby area and four at other places which shall be suggested by the Registrar Protocol under the guidance of Sesquicentennial subcommittee.
- viii. Seating arrangement for 250 V.V.I.Ps and V.I.Ps in front rows and 200 others behind them. The partitioned area of the V.V.I.Ps and V.I.Ps should be kept apart in such a way that people from back do not approach them.
- ix. The first row of seating arrangement should have sufficient distance from the dais. Sufficient amount of Water Dispensers, Dustbins.
- x. Red carpet from the entry point to the Dias for the chief Guest.
- xi. Arrangement of sufficient number of Fire fighting equipments and their operators.
- xii. The whole hall should be decorated with curtains, carpets, flowers, flower pots/ artefacts/ standi's/Flex etc matching up with the essence of the event.

### B. V.V.I.Ps. and V.I.Ps. Lunch/ Dining in dining hall at New High Court Building :

The seating arrangements should have Sofa sitting with round Centre tables for 150 V.V.I.Ps as well as buffet system.

- i. Arrangements for sufficient number of wash basins, water dispensers, steel tables, round tables and Dunlop Cushion chairs etc.
- ii. The whole dining hall should be well decorated with curtains, carpets, flower pots/ artefacts/ flower vases matching up with the essence of the dining hall. Adequate lighting and proper ventilation should be ensured.
- iii. All sofa sets and Tables should be having absolutely neat and clean cover on

them.

iv. Arrangement of melodious instrumental music system suitable for the occasion.

C. General Dinner/ Dining Pandal at New High Court Building, Gomti Nagar:

Providing, fixing & erecting of white coloured Pandal the size which is mutually arrived at during the course of discussions at the time of site visit by the bidder complete in all respect, like water and fire proofing etc. for lawyers and staff with provision of well covered, neat and clean side tables for Buffet system. The Pandal should have:

- i. Capacity for approximate 4500 persons.
- ii. Ceiling Covering .
- iii. Halwai Ceiling and Chauki table
- iv. Small covered area as seating lounge for senior Advocates
- v. Arrangement for Steel Table, adequate water dispensers, wash basins, pedestal fans and fire fighting equipments with their operators etc.
- vi. Arrangement of melodious instrumental music system suitable for the occasion.
- vii. Providing of 2 vehicle mounted mobile toilets for advocates containing 4 lavatories each with water arrangements.

*Note: 500 or more flower pots are expected to be required in the decoration of various Pandal.*

D. Decoration of all the entry gates of The High Court:

All the entry gates of the Allahabad High Court Lucknow Bench at New High Court Building, Gomti Nagar needs to decorated. The bidder shall propose his plan for the decoration.

E. Illumination of present High Court Building at Kaiserbagh

Arrangement of LED lights, colour lights, big bulbs, change colour lights, laser lights etc. has to be made in such a way that the entire High Court Building is decorated and illuminated.

F. Photography and video recording of the Event:

The Bidder has to make provisions for recording of proceedings of the events through digital photography, videography coverage with documentation facilities.

The Prospective Bidders for the said work are required to physically inspect the site on the day specified for the site inspection in the Tender Document. The Bidders are required to gauge the measurements and make their own assessment during the site visit and completely satisfy themselves with the requirement and scope of work in consultation with the Registrar Protocol working under the guidance of Sesquicentennial sub Committee, before submitting their Bids. No claim in this regard shall be entertained after the submission of Bid. After making the assessment, the Bidder shall prepare a detailed Concept plan of the work and submit the same along with the detailed Bill of Quantity in the Technical presentation. The Bidders are also required to give technical presentations of their Concept plan on the day specified or the time slots allotted to them for the Technical presentation. The participating Bidders would be required to demonstrate quality of their work by erection of sample Pandal and audio visual system at the time of Technical Presentation. The Bidders shall have to bear the cost of demo as nothing extra shall be paid by the High Court for the said demo.

The Allahabad High Court Lucknow Bench will provide electricity for the Pandal from its existing facilities on as is where is basis however the Power backups during electricity failures have to be managed by the Successful Bidder. The Successful Bidders shall have to include provision of Generators and Generator Fuel in their plan accordingly.

The design and technical specifications for the work shall be as per the specifications mentioned in the bid submitted by the Successful bidder in his Bid or any changes thereof in the specifications negotiated and mutually agreed upon at the time of entering the Contract with the Successful Bidder.

The Bidders are required to quote item wise prices in the Bid as well as the lump sum amount for overall Work/Services like testing, installation, removal of materials after event etc. Computer aided designing and provision of power backup, etc offered by the Successful Bidder, shall be considered as the non-separable, integral part of the work and essential for the successful execution of this work under the Contract.

**EMD BANK GUARANTEE PROFORMA**

*(To be executed on Non-Judicial Stamp Paper of Rs. 100/- or such higher value as per Indian Stamp Act, 1899 as applicable in the State of Uttar Pradesh. Stamp Paper shall be in the name of the Bank issuing the guarantee.)*

**Bank GUARANTEE NO. :**

**DATED :**

1. In consideration of the High Court of Judicature at Allahabad Lucknow Bench (hereinafter called the "High Court") having agreed to accept the Earnest Money Deposit (EMD) of Rs. 80,000/- (Eighty thousand) only in the form of a Bank Guarantee from ..... (Name of the Bidder) having its registered office at ..... (hereinafter called the "Bidder") against the Bid of the Bidder for the due fulfilment of the terms and conditions of the Tender Document published for the Erection of Pandal and decoration of halls with seating arrangement, decoration, audio-visual system and illumination on the occasion of Sesquicentennial celebrations of High Court of Judicature at Allahabad Lucknow Bench . We ..... (Name and address of the Bank) (hereinafter called the "Bank") at the request of ..... (Name of the Bidder) do hereby undertake to pay to the High Court acting through the Senior Registrar, High Court Lucknow Bench an amount not exceeding Rs. 80,000/- (Eighty thousand) only, against any loss or damage caused to or suffered by the High Court by reason of any breach by the Bidder of any of the terms and conditions contained in the Tender Document from the date of opening of the Bid.
2. We ..... (Name of the Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, on a demand made by the High Court that the amount claimed is due to it on account of loss or damage caused to or suffered by the High Court Lucknow Bench by reason of breach of the terms and conditions of the Tender Document by the Bidder. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, the liability of the Bank under this guarantee shall be restricted to an amount not exceeding Rs. 80,000/- (Eighty thousand) only.
3. The Bank undertakes to pay to the High Court Lucknow Bench any amount of money so demanded notwithstanding any dispute(s) raised by the Bidder in any suit or proceedings before any court or tribunal in respect thereto. The liability of the Bank under this guarantee is absolute and unequivocal. The payment so made by the Bank under this guarantee shall be a valid discharge of its liability for payment hereunder and the Bidder shall have no claim against the Bank for making such payment.
4. We ..... (Name of the Bank) further agree that the guarantee herein contained shall remain in force and valid up to a period of one month after the finalization of the contract and signing of the agreement.
5. We ..... (Name of the Bank) undertake not to revoke this guarantee during its validity period without the previous consent of the High Court in writing.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.
7. This guarantee shall remain valid and in full effect from .....

Banker's Signature & Seal

Date:

Place:

## PERFORMANCE BANK GUARANTEE PROFORMA

*(To be executed on Non-Judicial Stamp Paper of Rs. 100/- or such higher value as per the Stamp Act of the State in which the Guarantee is issued. Stamp Paper shall be in the name of the Bank issuing the guarantee.)*

**Bank GUARANTEE NO. :**

**DATED:**

Dear Sirs,

1. THIS DEED OF GUARANTEE made on this ..... day of ..... 20\_\_ between the High Court of Judicature at Allahabad Lucknow Bench (hereinafter referred to as the "High Court" which expression shall unless excluded by or repugnant to the context includes its successors) of the first part and the ..... (hereinafter referred to as the "Bank" which expression shall unless excluded by or repugnant to the context include its successors) of the second part.
2. Whereas an agreement dated ..... has been executed between the High Court and \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as "Bidder") for the Erection of Pandal and decoration of halls with seating arrangement, decoration, audio-visual system and illumination on the occasion of Sesquicentennial celebrations of High Court of Judicature at Allahabad Lucknow Bench (herein after referred to as "Agreement") and for providing service support as per the terms and conditions of the contract.
3. AND WHEREAS as per clause \_\_\_ of the Agreement, the Bidder has to furnish a Performance Bank Guarantee of 10% of the total Work Order Value i.e. Rs..... (Rupees..... ) only valid for a period of 06 months (Six months) after the completion of the entire work by way of security for the final, satisfactory completion of the Erection of Pandal and decoration of halls with seating arrangement, decoration, audio-visual system and illumination work including removal of materials installed for the purpose and for providing service support as per the terms and conditions of the Agreement.

AND WHEREAS on the request of the Bidder, the Bank executes these presents.

- 4.0. THIS DEED WITNESSES AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN PARTIES HERETO AS FOLLOWS:
  - 4.1. The Bank hereby guarantees to the High Court that the ..... (name of the Bidder) is capable of executing the Agreement to the satisfaction of the High Court. In the event of non satisfactory performance of the contract, the Bank shall indemnify and keep the High Court indemnified to the extent of 10% of the total Work Order Value i.e. Rs. .... (Rupees .....) only valid for a period of 06 months (Six Months) after the completion of the entire work related to Tender floated for Erection of Pandal and decoration of halls with seating arrangement, decoration, audio-visual system and illumination work, against any loss or damage that may be caused to or suffered by the High Court on account of such non satisfactory performance of the contract and the decision of the High Court Lucknow Bench in this regard will be final and conclusive.
  - 4.2. In consideration of the aforesaid clause 4.1 and at the request of the Bidder, we the Bank hereby irrevocably and unconditionally guarantee that the Bidder shall perform in an orderly manner its contractual obligations in accordance with the terms and conditions set forth in the Agreement and in the event of the Bidder's failure to do so, the Bank shall unconditionally pay to the High Court, on demand, any amount up to the value mentioned in clause 4.1, without any reference to the Bidder and without questioning the claim.
  - 4.3. In the event of non-satisfactory performance of the contract, the decision of the High Court in this regard shall be final and conclusive and binding on the Bank without demur. The Bank shall pay forthwith the amount demanded by the High Court not withstanding any dispute, if any, between the High Court Lucknow Bench and the Bidder.
  - 4.4. The Bank further agrees that the guarantee herein shall remain in force during the period mentioned in Clause 4.1 above and also any extended period provided by the High Court Lucknow Bench beyond the aforesaid period.



- 4.5. This Guarantee shall not be affected by any change in the constitution, amalgamation, absorption or reconstitution of the Bidder or the Bank.
- 4.6. The Bank undertakes not to revoke this guarantee at the instance of the Bidder for any reason whatsoever.
- 4.7. The Bank further agrees that in order to give full effect to the Bank guarantee, the High Court shall be entitled to act as if the Bank were its principal debtors in respect of its claim against the Bidder and the Bank hereby expressly waives all its rights of surety ship and other rights, if any, which are in any way inconsistent with this Guarantee.

Notwithstanding anything herein above, liability of the Bank under this guarantee is restricted to Rs. .... (Rupees .....) only and it will remain in force up to the period specified in Clause 4.1.

COUNTERSIGNED

Signature:

Name:

Designation:

Organization:

Signature:

Name:

Designation:

Organization: