

Tender Document

For

*Establishment of High Court Camp on the pattern of Swiss Cottage
Tent on rental basis and making of necessary arrangements during
“Magh Mela 2023”*

Tender no. 02/HIGH COURT/2023/Protocol

HIGH COURT of Judicature at Allahabad
Civil Lines, Prayagraj- 211017
Ph.:2422335-37, Fax: 0532-2420152
www.allahabadhighcourt.in

Short Term Tender Notice

Establishment of High Court Camp on the pattern of Swiss Cottage Tent on rental basis and making of necessary arrangements during “Magh Mela 2023”

Sealed Tenders are invited from reputed and eligible firms experienced in running temporary accommodation/ Swiss Cottage tented accommodation/ any kind of accommodation/ hotel and hospitality industry for Establishment of High Court Camp on the pattern of Swiss Cottage Tent on rental basis and making of necessary arrangements during “Magh Mela 2023” for Allahabad High Court, as per the specifications and terms and conditions mentioned in the tender document which 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 Registrar General, Allahabad High Court, Allahabad, U.P. - 211017, so as to reach the Allahabad High Court on or before **29.12.2022 by 1.00 p.m.**

The High Court reserves the right to reject any or all the Bids without assigning any reason thereof.

Sd/-

Registrar General

20.12.2022

Invitation for Bids

Sealed bids are invited, in two bids format, from reputed and eligible bidders for Establishment of High Court Camp on the pattern of Swiss Cottage Tent on rental basis and making of necessary arrangements during “Magh Mela 2023”. Bids are invited for the work mentioned hereunder:

S. No	Item	Description
1	Scope of Work	Tender for Establishment of High Court Camp on the pattern of Swiss Cottage Tent on rental basis and making of necessary arrangements during “Magh Mela 2023” as per the details mentioned at Annexure-2.
2	Cost of Tender Document	Rs 2,000/- (non-refundable) payable by Demand Draft of any scheduled Bank in favour of Registrar General, High Court Allahabad, payable at Prayagraj
3	Availability of Tender Document	Tender documents can be downloaded from the Official web site of High Court of Judicature at Allahabad (www.allahabadhighcourt.in)
4	Last date of submission of Bid	29.12.2022, 1.00 pm
5	Date of opening of Technical Bid	29.12.2022, 4.15 pm
7	Date of opening of Financial Bid	29.12.2022, 4.30 pm
8	Earnest Money Deposit	Rs 3,00,000/-as Demand Draft of any scheduled Bank in favour of Registrar General, High Court Allahabad, payable at Prayagraj.
9	Performance Security	10% of the total Work order value in the form of Performance Bank Guarantee on the format attached as Annexure-5
10	Place of opening of Tender	Committee Room/ Office of Registrar Protocol, Allahabad High Court
11	Address for communication	Registrar General, High Court of Judicature at Allahabad Civil Lines, Prayagraj- 211017

Note

*Any future Corrigenda/ addendum shall be posted only on the official website of Allahabad High Court www.allahabadhighcourt.in . Tenderers are advised to visit the website regularly during this period. In case of any query please write to (Mr. Ashish Srivastava) Registrar Protocol, High Court of Judicature at Allahabad Civil Lines, Prayagraj- 211017 or call him on 9415218422.

S/d
Registrar General,
HIGH COURT of Judicature at
Allahabad

SCOPE OF WORK

1. Allahabad High Court needs temporary accommodation consisting of multiple units of Swiss Cottages and related peripherals on rental basis with all relevant infrastructure, amenities, services (specifications can be seen on Annexure-6) in Sangam, Prayagraj during During Magh Mela 2023 (From 06th January to 18th February 2023). The tenderer will have to make ready the abovesaid cottages, tents and related accessories on or before 05th Jan, 2023 to the satisfaction of Competent Authority. The High Court shall make arrangements for land through Local administration for the purpose.
The Swiss Cottage Tents, furniture and other peripherals (mentioned in Annexure - 6) shall be on rental basis.
2. The activities of the successful Tenderer would include:
 - I. Execution of services including plumbing, sanitary drainage, interior and exterior furnishing of Swiss Cottage Tents.
 - II. Execute the work with due respect to aesthetics, safety, theme consistent with best of industry practices within given time.
 - III. The successful tenderer shall execute tents with attached bath & toilet facilities, along with other basic facilities.
 - IV. The successful tenderer shall manage the tent facility including furnishing, housekeeping like maintaining toilets, drinking water facilities, water supply for other works, electricity supply, Area lighting, cleanliness, garbage disposal, security guards, up-keeping of the structures etc.
 - V. Tenderer should comply and obtain all statutory approvals. Licensed electrical contractor, clearances & License from Labour Department, Shops & Establishments, Entertainment License, Food & Drugs Licenses as Required by Law.
 - VI. Service by Tenderer shall also include managing guests i.e. luggage pick-ups, and other in house facilities. Tenderer shall depute necessary skilled & trained manpower in Temporary dwellings.
 - VII. Water supply and electrical connection will be provided at one point and thereafter necessary arrangement for water supply line, overhead tank with stand etc. and electric line with materials like panel board, distribution board, different size of cable, change over switch, earthing etc. is the part of scope of Tenderer.
 - VIII. The Tenderer shall have to bear all the expenditure regarding getting temporary connection for water supply & electricity, all deposits, usage charges and any other expenses for above services and any other arrangement.
 - IX. The Tenderer shall arrange for Diesel Generator set for 100% backup with all accessories, consumable, cabling, change over switches, panel board etc. complete at his cost.
 - X. Fire safety and other safety measures must be followed by Tenderer as per prescribed rules and regulations.
 - XI. Water supply is meant for domestic use only. It shall not be used as drinking water. R.O. drinking water shall be arranged by the Tenderer.
 - XII. Overall cleanliness shall be of utmost importance. Any other charges/statutory tolls/levies/dues not covered above shall also be payable by tenderer.
 - XIII. The Swiss Cottage Tents Facility should be a double fly ridge tent made from Cotton Canvas Waterproof 350/450 GSM per square meter in natural white. It has Sturdy Metal Poles (socketed) for Compact Packing. Accessories include Iron pegs, pins, Hammer & Ropes.

- XIV. All tents shall be of normal size with dressing room and Toilet.
- XV. The quality of design, workmanship and service shall be the best for consistent with an international tent facility.
- XVI. Defective, cracked or torn materials shall not be used.
- XVII. All tents shall be firmly grounded and stable against wind force, and dead loads, considering the surrounding environment & wind force & rains.
- XVIII. Tents shall be designed and executed considering adverse weather conditions.
- XIX. Joinery and supports should be properly engineered, firm and with good finish.
- XX. Water flow and pressure should be uniform in toilets of each tent.
- XXI. All Tents shall have good quality furniture, fixtures & fittings.
- XXII. Fire precaution shall be taken care of.
- XXIII. All the furniture should be firm, comfortable, traditional and as per functional requirements.

NOTE: USE OF FIRE-RETARDANT MATERIALS IN MAKING ALL STRUCTURES IS MANDATORY.

General Terms & Conditions

1. **Eligibility Criteria:** Bidder must have the following to be eligible to qualify in the tender:
 - a) The Bidder/Tenderer should be an Indian registered company /sole proprietorship firm engaged in running temporary accommodation/Swiss Cottage tented accommodation/any kind of accommodation/hotel and hospitality industry with minimum experience of 03 (Three) years. Preference shall be given to the firms having experience to operate more than 25 tents in Kumbh Mela or other Mela & Utsavas. The bidder should have sufficient Infrastructure, technical expertise and financial strength to undertake the work.
 - b) Must not be black listed by any government entity;
 - c) Only those firms are eligible for submitting bids, who have an average annual business turnover of Rs.100 lacs in running temporary accommodation/Swiss Cottage tented accommodation/any kind of accommodation/hotel and hospitality industry alone for the last three years (Attach Certificate from Chartered Accountant verifying the turnover over last three financial years).

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. Tenderer should submit documents in support of minimum eligibility criteria along with the tender/bid.

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

2. **Cost of Tender Document:** Tenderers shall download tender document from the website of Allahabad High Court (www.allahabadhighcourt.in) and attach Demand Draft of Rs 2,000/- as tender fee (non refundable) in favour of Registrar General, High Court Allahabad, payable at Prayagraj. The demand draft of tender fee should be enclosed with the Tender document, while submitting the Bid.
3. **Earnest Money Deposit (EMD):** - Earnest money in the form of Demand Draft of Rs.3,00,000/- (Three Lakh) is to be deposited in the favour of Registrar General, High Court Allahabad, payable at Prayagraj. The demand draft should be from any nationalized/scheduled bank. Tender documents without EMD are liable to be rejected.
4. Rates to be quoted should be inclusive of all applicable taxes.
5. **Sealing and Marking of Bids:** The bidders shall submit the Technical bid (containing the D.D. of Tender fee, Earnest Money, Copy of downloaded Tender documents signed in ink on every pages as well as filled in Technical Bid Formats 1 & 2 and other supporting documents to substantiate their claim of eligibility) in one sealed envelope clearly marked as "**Technical Bid - 02/High Court/2023/Protocol**" with the name, address and telephone number of the bidder clearly marked on the envelope. The Financial bid in the prescribed format should also be provided in a separate sealed envelope clearly marked as "**Financial Bid - 02/High Court/2023/Protocol**" with the name, addresses and telephone number of the bidder clearly marked on the envelope. Both these envelopes should be placed & sealed in one main outer envelope super-scribed as "**Bid for Establishment of High Court Camp on the pattern of Swiss Cottage Tent on rental basis and making of necessary arrangements during "Magh Mela 2023"**" 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 bid.
6. Alterations or overwriting in the tender documents is not allowed. Any alterations, erasures or overwriting shall render the tender invalid and shall be liable for rejection.

7. **Bidders are required to visit the office of the Registrar Protocol before the last date of submission of Bid and assess themselves the required technical specifications of the Establishment of High Court Camp on the pattern of Swiss Cottage Tent on rental basis and making of necessary arrangements during "Magh Mela 2023" and place their Bids accordingly. It is the responsibility of the prospective Bidder to ascertain the requirements, if any, available with the office of the Registrar Protocol and satisfy themselves with the requirement of the High Court.** No request for further clarification shall be entertained after submission of Bid. The Registrar Protocol can be reached at 9415218422 for fixing an appointment for this purpose.
8. **Deadline for Submission of Bids:** Bids must reach Allahabad High Court at the address specified but not later than the time and date specified in the Tender notice.
9. **Late Bid:** Any bid received after the deadline for submission of bids prescribed by Allahabad High Court, will not be accepted and returned unopened to the bidder.
10. **Bid Price:** Each bidder shall submit only one quotation. The prices should be quoted in Indian Rupees only. The bidders shall indicate on the prescribed financial Bid format, item-wise and final Bid Price of the items listed. Taxes/ incidental charge if any, payable by the Bidder for the execution of work under this Tender shall be included in the final Bid price. A bid submitted with an adjustable price will be treated as non-responsive and rejected.
11. Allahabad High Court reserves the right to accept or reject any or all the tenders at any stage without specifying any reason thereof.
12. **Opening of Bids:** Technical bid will be opened first followed by Financial Bid, by the Committee constituted for the purpose by the Allahabad High Court.
13. **Attendance:** Prospective Bidder representatives shall sign a register evidencing their attendance.
14. **Preliminary Examination:** Before starting evaluation, the bids will be examined to determine whether they are complete in all respect, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. In case of computational error the basic price quoted in words will prevail. If bid is determined as not substantially responsive, the Committee will reject it and the financial bids of only the substantially responsive bids will be considered.
15. The process of **evaluation of bid** is as follows:
 - a. The Committee, appointed by the High Court, will first verify if 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 Hon'ble Committee. The Bidders may be asked one by one to make a presentation of the technical specification being offered by them in their technical bid and show case the sample of their previous work as a part of technical evaluation. The Bidders are therefore advised to come prepared for a PowerPoint presentation before the committee on the date specified for opening of Bids.
 - b. The Financial bid of only those bidders will be opened whose technical bids are substantially responsive and approved by the committee. The Financial bid will be opened on the day specified for the opening of the bid. The Committee appointed by the High Court /Registrar Protocol, , will open the financial bids of eligible bidders and scrutinize the same minutely. In case, the financial 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 or conveyed over the phone to the participating Bidders.

- c. After scrutiny and after having examined the proposal as per the requirement of the High Court, the High Court may accept the bid price of the bidder whose bid is found to be the lowest in terms of cost or the one which is most technically viable or any other bid found suitable or reject any or all of the bids, without assigning any reasons thereof. The decision of the High Court in this regard shall be final and binding to the Bidders. High Court also reserves the right to negotiate.

16. Service support requirement:

- a) Successful bidder will ensure that the deliverables are ready before the assigned date specified for delivery in the tender documents. Any change in the time lines of the installation/delivery of material shall be provided in the work order or communicated to the bidder well in advance keeping in view the convenience of the bidder. As of now the financial bid format clearly states the time period of completion of work and delivery schedule. The bidder shall comply with the timelines.

Failure to comply with this condition may result in, but not limited to:

- i. Forfeiture of EMD/ Performance Security
 - ii. Imposition of penalty at the rate of 2% of the work order value, per day or part thereof subject to a maximum of 10% of the Work Order value.
 - iii. The High Court shall be free to get the work completed from some other vendor and the actual amount paid to the that engaged vendor will be recovered from the bidder;
 - iv. The bidder will be blacklisted from participating in future tenders of Allahabad High Court.
- b) The deliverables will be examined by the Committee for quality and quantity. In case the quality is not in compliance with the specifications, the bidder will be asked to replace the same. In case the Bidder fails to rectify the defect, the same will procured from the market and the difference in cost will be recovered from the bidder.
 - c) The Successful Bidder shall ensure that the material to be used for the execution of contract shall be free from all defects and faults in material and workmanship and shall be of the highest grade and consistent with the established and generally accepted standards for the work of the type sought through the order and shall be in full conformity with the specifications agreed upon with the Bidder. The supplier will be responsible for any defects and shall remedy such defects at his own cost.

17. Forfeiture of EMD: The EMD may be forfeited if the Bidder withdraws its bid, or in case of a successful Bidder, if the Bidder:

- a) Fails to accept the letter of Intent and submits performance security within 5 days of issue of letter of intent by Allahabad High Court
- b) Fails to accept /execute the work order or fails to deliver the material/services as per the order.

18. 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 Committee constituted for the purpose in the High Court. The issuance of letter of intent shall be construed as an acceptance of offer of the bidder by Allahabad High Court and shall form a part of legal and enforceable contract between the Allahabad High Court and the successful bidder.

19. **Payment condition:** Payment shall be considered due only after the satisfactory completion of works during the period of contract under the purview of this tender. **No advance payment will be made.** The payment to the Successful Bidder will be done as per the actual works/ material supplied and the rates agreed thereof.
20. **No interest on deposits:** No interest shall be payable on any kind of deposit retained by Allahabad High Court during the performance of the work under this tender or during the progression of tender process.
21. **Performance Security:** The successful bidder will be required to submit equivalence of 10% of the work order value as a guarantee for the satisfactory performance of the work under this tender. The performance security should be in the form of bank guarantee from any scheduled bank and as per the prescribed format provided in the tender document.
22. **Sub Letting:** The Successful Bidder cannot assign or transfer and sub-let its interest/ obligations under this tender without prior written permission of the Allahabad High Court.
23. **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 Successful Bidder, terminate the work order associated with this tender in part or whole.
- If the Successful Bidder fails to deliver any or all the goods within the time period (s) specified in the work order, or any extension thereof granted by the High Court.
 - If the Successful Bidder fails to perform any other obligation(s) under this tender; and
 - 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 High Court may authorize in writing) after receipt of the default notice from the High Court.

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

24. **Termination of work order for Insolvency:** The High Court may at any time terminate the work order 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 High Court.
25. **Governing law and dispute resolution:** The obligation under this tender 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 Registrar General, High Court of Judicature at Allahabad. 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 in Prayagraj shall have the Jurisdiction.
26. **Force Majeure:** If any time, during the continuance of the work under this tender, the performance in whole or in part by either party under obligation as per this tender is prevented or delayed by reasons

of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 5 days of the date of occurrence thereof, 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 purview of the work. The work shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist. In case of any dispute, the decision of Registrar General, High Court of Judicature at Allahabad, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this tender is prevented or delayed by reason of any such eventuality for a period exceeding 30 days, either party may at its option, terminate the contract with prior information and with mutual consent.

Signature of the Tenderer in ink

With stamp and date

Special Technical Conditions

1. The Successful Bidder has to carry out all the works based on the rates mentioned in the work order issued by the Allahabad High Court.
2. The final date of delivery shall be as specified in the Financial Bid format of this tender document or mutually agreed and specified on the work order. A penalty of 2% 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 delivering the final items in time.
3. As the items of work will be of urgent and time bound nature, the work will have to be completed within the stipulated time frame, irrespective of holidays.
4. The applicable Taxes and other levies payable by the successful bidders shall be included in the Total Price. Nothing extra over and above the total price quoted by the bidder shall be payable to the bidder by Allahabad High Court.
5. Quality of works is of vital importance. Any shortfall in the quality of works will not be accepted and the firm may be asked to undertake the works again at no extra cost.
6. If at any stage, it is found that the material and quality of work is not satisfactory or the Successful Bidder commits breach of any terms & conditions of the tender, the work order is liable to be terminated, the performance security will be forfeited and the work will be assigned to another firm at the risk and cost of the Successful Bidder.
7. The bidder firm must provide confirmation on the name of the authorized signatory and his attested signature on the letter head of the firm indicating that the power of attorney has been conferred upon such person to act on the behalf of the bidder in respect of this tender.
8. Compliance to General Terms and Conditions as well as Specific Technical Conditions, will be considered for overall evaluation of the bid and non-compliance of any of the above technical terms & conditions/specifications may lead to rejection of Bid.
9. The Bidder/Tenderer is required to quote for all the items as listed in Financial Bid Format along with compliance of the terms and conditions.
10. In case the work order gets terminated for any reasons attributable to be on the part of the Successful Bidder, the Allahabad High Court shall recover any loss incurred, from the Performance security. If this loss happens to be more than the amount recoverable under the clauses of the Performance security then the Allahabad High Court may resort to suitable action as may be deemed fit by the High Court.
11. Other terms & conditions/ Tenderer's Obligations:
 - a. Tenderer is advised to depute a suitable team to visit the site to fully understand the job. The site visits shall be entirely at Tenderer's own expense.
 - b. The Tenderer shall maintain ecological balance by preventing water pollution and defacing of natural landscape.
 - c. It shall be the sole responsibility of the tenderer to adopt all the safety measures and deploy personnel who are adequately trained in safety.
 - i. If any accident occurs due to operations or due to negligence on the part of the Firm's personnel, it shall be the full responsibility of the Firm.
 - ii. The Tenderer indemnifies and holds High Court harmless from and against all liabilities, losses, claims, damages, costs and expenses that may be incurred by or asserted against any such party/authority or any liability accrued by the Tenderer during the period of this tender.

All the terms and conditions of this tender shall be a part of Agreement.
 - d. The Tenderer shall have to do liaison, arrange for and bear the cost of arranging Fire

Fighters, utilities, etc. through concerned authorities, utility providers, etc.

- e. The sewerage shall have to be connected to nearest available drain/sewer manhole. Emptying soak pits on daily basis or as per requirements including entire system pertaining to cottages, dormitories, tents & other relevant structures, dining hall etc. (by mechanical means only) & disposal; maintenance of same and cleanliness of is scope of work of Tenderer.
- f. Where explicit specifications are not available the work may have to be executed as per the instruction of Registrar Protocol, High Court of Judicature at Allahabad.
- g. Tenderer shall take all necessary safety measures to work where required and also maintain first aid arrangements for emergency.
- h. All transportation charges including loading and unloading charges for Consumables, Cleaning/Washing Reagents, Materials, Tools, Machinery/Plants and throwing of garbage outside of site premises to disposal yard/scrap yard shall be borne by the tenderer.
- i. The garbage shall be collected in bags during cleaning and shall be disposed of by the tenderer outside the site area in disposal yard/scrap yard/location identified by local administration. The Tenderer shall have to do necessary liaising with Magh Mela Authorities/local authorities for this, himself.
- j. The Bio Degradable waste and Hazardous waste shall be collected and transported in separate bins/bags as per applicable law/Instruction from Magh Mela Authorities/ local Administration.
- k. The tenderer shall be fully responsible for site review and tent facility of the works conforming to relevant Indian or International standards as per scope of work and base specifications furnished in this Tender Document. The tenderer shall be responsible for furnishing, design, execution of Tent facility including Procurement, Construction, Complete Management, Coordination, Testing and Commissioning.
- l. The tenderer shall utilize optimally the land (allotted area) available for installation/construction of various facilities components of the camping facility.
- m. The tenderer has to bear in mind that if selected for the award of contract he shall have to ensure that in any case no damage is caused to the environment while executing the Tent facility.
- n. Necessary safety measures shall be the responsibility of the tenderer. Any damages/claim arising out of accidents shall be the responsibility of the tenderer including any liability and/or compensation to be paid towards the life lost damages so caused.
- o. Once the Tent facility is completed, the debris and other waste material shall be removed and shifted to safe place, as directed.
- p. Site shall be returned to the Magh Mela Authority/ Local Administration as it was in the original condition and completely free of any garbage and temporary structures.
- q. The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the High Court in no case is responsible or liable for these costs.
- r. Tenderer shall follow all environmental protection norms as mandatorily stipulated by the Pollution Control Board.
- s. Tenderer shall obtain all mandatory licenses to operate various activities in the temporary camping.

12. High Court's Obligations:

- t. High Court on behalf of Mela Authority/ Local Administration will provide land (approximately 160 ft X 225 ft.) as is where is basis.
- u. High Court shall appoint Registrar Protocol as Coordinator to coordinate with the tenderer in all matters related to project for the successful execution of the work.

Signature of the Tenderer in ink

With stamp and date

Letter for Submission of Tender

To

Registrar General,
High Court of Judicature at Allahabad,
Prayagraj (U P)

Subject: Tender for Establishment of High Court Camp on the pattern of Swiss Cottage Tent on rental basis and making of necessary arrangements during “Magh Mela 2023”, against Tender No. 02/HIGH COURT/2023/Protocol.

Dear Sir,

Having examined the tender document and having understood the provisions and requirements relating to the tender from the office of Registrar Protocol, 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 execute or complete the work as described in the Tender we agree that, ALLAHABAD HIGH COURT 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 3,00,000/- (Rupees Lakh only) by Demand Draft No..... dated drawn onBank Branch attached here to, and the information required, as per annexures attached.

I/we further confirm that –

- i. The general terms and conditions and special technical conditions of the Tender documents have been fully examined and full cognizance taken thereof in arriving at the price/ tendered sums contained therein 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 manpower and necessary materials to execute the order efficiently in the specified time schedule.
- v. The quoted rates shall be valid for not less than 90 days from the date of opening of technical bid of this tender.
- vi. I/we further confirm that all the pages of the Tender documents 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. We further understand that the quantities as specified in this Tender may increase or decrease at the time of award of Work Order as per the requirements of ALLAHABAD HIGH COURT without any escalation in rate.
- viii. I /We hereby declare that in case the work order is awarded to us, we shall submit the Performance Guarantee in the prescribed format equivalent to 10% of the total Work Order value (the format of Performance Bank Guarantee is provided in the tender document).
- ix. I /We hereby declare that in case the work order is awarded to us, we agree with payment terms specified in the tender documents.
- x. It is being certified that all the information provided in the tender form 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 tender form for gaining unlawful advantage.

- xi. I /We assure the Allahabad High Court that I / We will NOT be outsourcing any work specified in the tender document, to any other firm without the written permission of the Allahabad High Court.
- xii. I/We, further certify that I/We, possess all the statutory /non-statutory registrations, permissions, approvals, etc., for providing the requisite services.
- xiii. I/We hereby declare that this tender, on acceptance communicated by you, shall constitute a valid and binding contract between us.
- xiv. I/We hereby declare that my/our firm has never been blacklisted by any Government entity/Public sector undertaking or any other private entity for non-completion of work or for non-performance.

Signature of the Tenderer

With stamp and date

TECHNICAL BID

02/High Court/2023/Protocol

A). GENERAL INFORMATION (Part of the Technical Bid)

S. No	Item	Description (to be filled in by the Tenderer)
1	Tender fee Details Instrument No: and date: Amount in Rs. Name of the Bank and Branch:	
2	EMD Details Instrument No: and date: Amount in Rs. Name of the Bank and Branch:	
3	Name and Address of the Tenderer	
4	Fax	
5	e-Mail	
6	Mobile	
7	Registration and incorporation particulars of the bidder indicating legal status such as company, partnership / proprietorship concern, etc.	
8	Name of Authorised signatory/ contact person and Telephone No.	
9	Year of Establishment	
10	GST Number/ PAN Number:	
11	Yearly Turnover of the last 3 financial years (Rs)	
	2021-2022	
	2020-2021	
	2019-2020	
12	Name and Address of the Banker	
13	Any other information/document: please specify	

Note: Pl. attach copies of the relevant documents/certificates. Separate sheets may be attached wherever necessary.

Note:

1. *The Bidder/Tenderer may be required to give technical presentation as part of the technical qualification criteria.*
2. *Bidder/Tenderer to ensure that all*
 - ❖ *Pages in the tender document 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

BILL OF QUANTITY

For Establishment of High Court Camp on the pattern of Swiss Cottage Tent on rental basis and making of necessary arrangements during "Magh Mela 2023".

Sl.	Item	Qty	Unit
1	Tin boundary 9' height	900	R ft
2	Main Gate of Tin and Iron Frame 15' Height	1	Nos
3	Side gate of Tin 5' Width, 8' Height	1	Nos
4	Pipe gate with clothing and sign board	1	Nos
5	Darbari tent of size 40' * 24' for Hon'ble Chief Justice	1	Nos
6	Swiss cottage of size 26' * 15'	16	Nos
7	Family tent of size 22' * 16'	1	Nos
8	Coir Matt	1500	S ft
9	Unitex Green in Color or any color as decided upon	14812	S ft
10	19mm ply platform with beating on the ground level	15000	S ft
11	Double Sunmica bed	18	Nos
12	Centre table 2' * 5'	18	Nos
13	Fibre plastic chair	150	Nos
14	Steel chair Cushion (armed)	130	Nos
15	Special saneel blanket / quilt double bed	25	Nos
16	Dunlop mattress 4'	36	Nos
17	Cotton mattress	125	Nos
18	Cotton quilt single bed	80	Nos
19	Sanel quilt single bed	50	Nos
20	Cotton pillow with cover	95	Nos
21	Foam pillow with cover	85	Nos
22	White colourful/ printed bedsheet d/B	40	Nos
23	Bed sheet S/B	150	Nos
24	Steel Cot 3' * 6'	50	Nos
25	Steel Almirah 6' height	10	Nos
26	Plastic Bucket	18	Nos
27	Plastic Mug	36	Nos
28	Door Mat	40	Nos
29	2" Puff Panel walling and roofing and ply flooring on Iron frame 8' * 4'	4608	S ft
30	Special Sofa set with arm rest and centre table	6	Nos
31	Special Sofa set with arm rest and centre table on Iron pipe frame	25	Nos
32	Special dressing table with wardrobe system for Hon'ble CJ camp	1	Nos
33	Coloured cloth walling and ceiling as and where required	24000	S ft
34	G.I water proof Pandal for Hon'ble CJ office/ Meeting	2000	S ft
35	Toilet for Staff including Tin enclosure and roofing only	5	Nos
36	Bathroom for staff including Tin enclosure and roofing only	5	Nos
37	Agro net(Green Net)	10240	S ft
38	Tin Kitchen / Store 9' *12'	5	S ft
39	Tin Kitchen / Store 9' *9'	7	S ft
40	Tin Kitchen / Store 9' *16'	3	S ft
41	Umbrella	2	Nos
42	Towel	60	Nos
43	Table 2'*5'	30	Nos
44	Takhat 3' * 6'	10	Nos
45	Instant Geyser	3	Nos
46	Carpet 6' *9'	25	Nos
47	looing glass	18	Nos
48	Bricks	2000	Nos
49	Morang with labour	800	C ft

50	Canopy 16'*16'on iron pipe and double clothing	256	S ft
51	Canopy 15'*18'on iron pipe and double clothing	4590	S ft
52	Canopy 24'*24' on iron pipe and double clothing	576	S ft
	Washroom arrangements		
53	VIP toilets	18	Nos
54	CP fittings with shower, water line connection complete in all respect	18	Nos
55	Sanitary fittings with wash basins	18	Nos
56	Water connection to every toilet	18	Nos
57	Electrical wiring, light points, LED bulb	18	Nos
58	Toilet connection with Sewer	18	Nos
	House Keeping Arrangements		
59	All out	18	Set
60	Harpic	18	Set
61	Paper roll	18	Set
62	Soap	18	Set
63	Liquid Soap	18	Set
64	Rooms Spray	18	Set
65	Odonil	18	Set
66	Hit	18	Set
67	Phenol	18	Set
68	Toilet brush	18	Set
69	Wiper	18	Set
70	Manpower	100	Man days
71	Plumber services	40	Man days

FORMAT FOR SUBMITTING FINANCIAL BID

02/High Court/2023/Protocol

Tender For Establishment of High Court Camp on the pattern of Swiss Cottage Tent on rental basis and making of necessary arrangements during "Magh Mela 2023"

Sl.	Item	Qty	Unit	Unit Rate (inclusive of applicable tax/levies and other charges)	Amount
1	Tin boundary 9' height	900	R ft		
2	Main Gate of Tin and Iron Frame 15' Height	1	Nos		
3	Side gate of Tin 5' Width, 8' Height	1	Nos		
4	Pipe gate with clothing and sign board	1	Nos		
5	Darbari tent of size 40' * 24' for Hon'ble Chief Justice	1	Nos		
6	Swiss cottage of size 26' * 15'	16	Nos		
7	Family tent of size 22' * 16'	1	Nos		
8	Coir Matt	1500	S ft		
9	Unitex Green in Color or any color as decided upon	14812	S ft		
10	19mm ply platform with beating on the ground level	15000	S ft		
11	Double Sunmica bed	18	Nos		
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25	Steel Almirah 6' height	10	Nos		
26	Plastic Bucket	18	Nos		
27	Plastic Mug	36	Nos		
28	Door Mat	40	Nos		
29	2" Puff Panel walling and roofing and ply flooring on Iron frame 8' * 4'	4608	S ft		
30	Special Sofa set with arm rest and centre table	6	Nos		
31	Special Sofa set with arm rest and centre table on Iron pipe frame	25	Nos		
32	Special dressing table with wardrobe system for Hon'ble CJ camp	1	Nos		
33	Coloured cloth walling and ceiling as and where required	24000	S ft		
34	G.I water proof Pandal for Hon'ble CJ office/ Meeting	2000	S ft		

35	Toilet for Staff including Tin enclosure and roofing only	5	Nos		
36	Bathroom for staff including Tin enclosure and roofing only	5	Nos		
37	Agro net(Green Net)	10240	S ft		
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	Washroom arrangements				
53	VIP toilets	18	Nos		
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59	All out	18	Set		
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65	Odonil	18	Set		
66	Hit	18	Set		
67	Phenol	18	Set		
68	Toilet brush	18	Set		
69	Wiper	18	Set		
70	Manpower	100	Man days		
71	Plumber services	40	Man days		

Total Bid price inclusive of all applicable taxes, levies and other charges in words Rs.

(In case of discrepancy in the quoted amount in figures and words, the quoted amount in words will prevail.).

We agree to make ready all the work completed in all respect as envisaged in the tender document on or before 05th January 2023.

We agree to supply the above goods in accordance with the technical specifications within the period specified for a total price as mentioned above.

Signature of the Tenderer in ink
With stamp and date

Letter of authorization for attending the Bid opening

(ON THE LETTER HEAD OF THE BIDDER)

Sub: Authorization for attending the technical bid opening on -----and financial bid on ----- of the tender for Establishment of High Court Camp on the pattern of Swiss Cottage Tent on rental basis and making of necessary arrangements during “Magh Mela 2023”.

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

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 (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 the Letter of Intent dated has been issued by the High Court to having its registered office at (hereinafter referred to as "Bidder") for carrying out work related to Tender floated for Establishment of High Court Camp on the pattern of Swiss Cottage Tent on rental basis and making of necessary arrangements during "Magh Mela 2023" and for providing service support as per the terms and conditions of the Tender.
3. AND WHEREAS as per clause of the Letter of Intent, the Bidder has to furnish a Performance Bank Guarantee of 10% of the total Bid Value as mentioned in the Letter of Intent 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 work and for providing service support as per the terms and conditions of the Tender.

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 said work to the satisfaction of the High Court. In the event of non satisfactory performance of the work, stipulated in the Work Order, 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 Establishment of High Court Camp on the pattern of Swiss Cottage Tent on rental basis and making of necessary arrangements during "Magh Mela 2023", 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 work, stipulated in the Work Order and that the decision of the High Court 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

obligations in accordance with the terms and conditions set forth in the Tender 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 work, stipulated in the Work Order, 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 notwithstanding any dispute, if any, between the High Court 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 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: