

HIGH COURT OF JUDICATURE AT ALLAHABAD

Tender Notice

(04/HIGH COURT/2016)

Sealed tenders are invited in two bid system from eligible and reputed bidders for **Erection of Pandal (with seating arrangement, decoration, lighting within Pandal), audio-visual system with live display of event, erection of separate enclosures for High Tea with lighting and photography & videography of the event, to commemorate the 100th anniversary of Allahabad High Court Building.**

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 Registrar General, Allahabad High Court, Allahabad, U.P. - 211017, so as to reach the Allahabad High Court on or before **26.10.2016 by 1.00 p.m.** High Court reserves the right to reject any or all the Bids without assigning any reason thereof.

Sd/-

Registrar General

Tender Document

For

Erection of Pandal (with seating arrangement, decoration, lighting within Pandal), audio-visual system with live display of event, erection of separate enclosures for High Tea with lighting and photography & videography of the event, to commemorate the 100th anniversary of Allahabad High Court Building

Tender no. 04/HIGH COURT/2016

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

Tender for Erection of Pandal (with seating arrangement, decoration, lighting within Pandal), audio-visual system with live display of event, erection of separate enclosures for High Tea with lighting and photography & videography of the event, to commemorate the 100th anniversary of Allahabad High Court Building

(Tender no. 04/HIGH COURT/2016)

Invitation for Bids

Sealed Bids are invited, in two Bids format, from eligible and reputed bidders for Erection of Pandal (with seating arrangement, decoration, lighting within Pandal), audio-visual system with live display of event, erection of separate enclosures for High Tea with lighting and photography & videography of the event, to commemorate the 100th anniversary of Allahabad High Court Building. The Bids are invited for the work(s) mentioned hereunder:

S.No	Item	Description
1	Scope of Work	Detail of the Scope of work is annexed at Annexure-4
2	Event duration :	The event shall be for one day only i.e. on 26.11.2016. In the event of any change in the scheduled date of event, the bidders shall be informed accordingly, in advance.
3	Cost of Tender Document	Rs. 1,000/- (One Thousand only) (non-refundable) in the form of Demand Draft from any Scheduled Bank in favour of Registrar General, High Court Allahabad, payable at Allahabad.
4	Procurement of Tender Document	Tender document can be downloaded from the official website of Allahabad High Court www.allahabadhighcourt.in
5	Site Visit by the prospective Bidders	Site Visit is mandatory. Bidders may take appointment from Mr. Ashish Kumar Srivastava, (Registrar Protocol), Mob: 9415218422 and inspect the site either on 15.10.2016 or on 17.10.2016 during office hours (10:00am to 4:00pm)
7	Last date of submission of Bid	26.10.2016, by 1.00 pm
8	Date of opening of Technical Bid	26.10.2016, at 4.15 pm
10	Date of opening of Financial Bid	The Financial Bid will be opened at 4.15 pm on 27.10.2016 or on the day of conclusion of all the technical presentations.
11	Earnest Money Deposit(EMD)	The Bidder may submit his bid for items A,B,C&D together or may bid individually for a particular item or in combination of items, as mentioned in the Scope of Work (Annexure 4). Accordingly, EMD shall be calculated as per the following breakup: <ul style="list-style-type: none"> • EMD for Item A: Rs 30,000/- • EMD for Item B: Rs 10,000/- • EMD for item C: Rs 10,000/- & • EMD for Item D: Rs 5,000/- The EMD, thus calculated, is to be paid through a “single” Demand Draft in favour of Registrar General, High Court Allahabad, payable at Allahabad.
12	Performance Security	10% of total amount of the Bid value in the form of Bank Guarantee in the format prescribed for performance Bank Guarantee in the Tender document as Annexure-5
13	Place of opening of Tender	Conference room (Sabhagar), Allahabad High Court
14	Address for communication	Registrar General, High Court of Judicature at Allahabad, Civil Lines, Allahabad- 211017

Note : *Any future corrigenda/ amendment shall be posted only on the official website of Allahabad High Court www.allahabadhighcourt.in . Bidders are advised to visit the website regularly during this period. For any query please write to Mr. Ashish Kumar Srivastava, (Registrar Protocol), High Court of Judicature at Allahabad, Civil Lines, Allahabad- 211017. Mob: 9415218422.

S/d

Registrar General,
Allahabad High court

Signature of the Bidder in ink
with stamp and date

Tender for Erection of Pandal (with seating arrangement, decoration, lighting within Pandal), audio-visual system with live display of event, erection of separate enclosures for High Tea with lighting and photography & videography of the event, to commemorate the 100th anniversary of Allahabad High Court Building

(Tender no. 04/HIGH COURT/2016)

Annexure-1

Letter for Submission of Tender

To

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

Subject: Tender for Erection of Pandal (with seating arrangement, decoration, lighting within Pandal), audio-visual system with live display of event, erection of separate enclosures for High Tea with lighting and photography & videography of the event ,to commemorate the 100th anniversary of Allahabad High Court Building, against Tender No. 04/HIGH COURT/2016

Dear Sir,

Having examined the Tender Document as a whole we hereby submit our offer and confirm our acceptance to execute the order as per 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 submit the Performance Guarantee or complete the work(s) within the stipulated time as described in the Tender Document 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/- (Rupees in words.....) only

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

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. **Letter of authorization to the person authorized to attend the bid opening on our behalf is attached with the BID document in the technical bid**
- 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 work(s) 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 agree with the payment terms specified in the Tender Document.
- vii. 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 and all the necessary supporting documents in support of our eligibility for the tender has been enclosed herewith. 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.
- viii. I /We assure the Allahabad High Court that neither I/We nor any of my/our workers, will do any act which is improper / illegal during the execution of the work(s), in case the work order is awarded to me/us.
- ix. 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,
- X.** I/We hereby declare that this Bid on acceptance communicated by you shall constitute a valid and binding contract between us.

Signature of the Bidder in ink
with stamp and date

Tender for Erection of Pandal (with seating arrangement, decoration, lighting within Pandal), audio-visual system with live display of event, erection of separate enclosures for High Tea with lighting and photography & videography of the event, to commemorate the 100th anniversary of Allahabad High Court Building

(Tender no. 04/HIGH COURT/2016)

(Annexure-2)

TECHNICAL BID

A). General Information

S. No	Item	Description (to be filled in by the Bidder)
1	EMD Details Instrument No: and date: Amount in Rs. Name of the Bank and Branch:	
2	Name and Address of the Bidder	
3	Fax	
4	e-Mail	
5	Mobile/ Telephone Number	
6	Registration and incorporation particulars of the Bidder 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 2013-2014, 2014-2015 and 2015-2016)	
11	Name and Address of the Banker	
12	Copy of ISO 9001 certification, if available with the bidder	
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 should also enclose the following:

- i. A short description of your firm/company etc..
- ii. The sample photographs/CD's/DVD's of previous work(s) undertaken during the last 5 years are to be attached with Bid, along with the details of the events undertaken during the last 5 years Viz. name of the client with contact details, place, date, work orders issued from the clients and event description etc.
- iii. The Bidders may be required to give technical presentation of the proposed plan of work(s) in their bids, hence they should come prepared with such a plan on the day of opening of technical bid. The finer blueprint of the proposed plan, wherever applicable in the form of a technical layout drawing, is desirable.

Note:

1. *Bidders to ensure that all*
 - ❖ *Pages have been signed and stamped by the authorized person*
 - ❖ *Pages have been numbered*
 - ❖ *Documents are legible (clearly readable)*
2. *The selection of the Firm shall be made on the basis of experience, quality of similar work(s) done in the past involving VIPs and capacity to execute the assignment and understanding of the assignment reflected in their plan and the presentation.*
3. *Evaluation of the Bids shall be made by the Committee nominated by the High Court.*
4. *During the Evaluation of the Plan or Technical presentation, requisite negotiations would be carried out which will include discussion of the Technical Proposal, the methodology, work plan etc*

Tender for Erection of Pandal (with seating arrangement, decoration, lighting within Pandal), audio-visual system with live display of event, erection of separate enclosures for High Tea with lighting and photography & videography of the event, to commemorate the 100th anniversary of Allahabad High Court Building

(Tender no. 04/HIGH COURT/2016)

TECHNICAL BID

C. Bill of Quantity (Detailed list of items/materials and their quantity proposed to be deployed by the bidder for the event. Please add as many rows in this table as required)

Sl. no	Work(s)/Cost items	Description of the Item (Technical detail like size, brand or quality of the item)	Quantity proposed to be utilised
Item A.	Erection of Pandal with seating arrangement, decoration, and lighting		
1.			
2.			
3.			
Item B.	Audio visual system with live display of various activities during the event on the LED screens in and around pandal		
1.			
2.			
Item C.	Photography and video recording of the Event:		
1.			
2.			
Item D.	Erection of separate enclosures for High Tea with lighting (Catering not included)		

Note:

- *The bidder may submit his bid for items A,B,C&D together or may bid individually for a particular item or in combination of items, as mentioned above.*

Signature of the Bidder 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 (with seating arrangement, decoration, lighting within Pandal), audio-visual system with live display of event, erection of separate enclosures for High Tea with lighting and photography & videography of the event, to commemorate the 100th anniversary of Allahabad High Court Building, are as follows:

1. **Eligibility Criteria:** Bidder must have the following to be eligible to qualify in the Tender:
 - a) The Bidder should be a Company registered under Companies Act, 1956 **or** a Partnership Firm registered under Indian Partnership Act, 1932 **or** a sole Proprietorship Firm engaged in the work(s) specified in the Tender Document related to public events involving VIPs with a minimum experience of 05 (FIVE) years. The Bidder should have sufficient Infrastructure, sufficient experience in similar nature of work(s), technical expertise and financial strength to undertake the work(s) specified in the tender.
 - b) The Bidder must not be black listed by any Government or Government entity. Self declaration on the letterhead to be attached with the Technical Bid.
 - c) The Bidders who wish to Bid for all the items of the work i.e. A, B, C & D as mentioned in the Scope of Work (Annexure 4), then the average annual turnover and from the similar works during the last three consecutive financial years should be **Rs 10 Lacs (Ten Lacs)** only. If the Bidder wishes to bid for either of the work item B or C as mentioned in the scope of work (Annexure 4), then the bidder should have average annual turnover of **2 lacs (Two Lacs)** only during the last consecutive three financial years from similar works. For any other combination of items as mentioned under the scope of work (Annexure 4), the Bidder should have average annual turnover of **Rs 8 lacs (Eight Lacs)** only during the last consecutive three financial years from similar works.
 - d) Preference shall be given to the Bidders who are ISO 9001 certified for quality.
 - e) The Successful Bidder(s) has to employ skilled workers round the clock 02(two) days prior to the commencement of event and during the event to maintain the serviceability of the whole setup for the period.

NOTE: The work(s) 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.

Tenders/Bids not meeting any of the above “Eligibility Criteria” shall be rejected.

2. **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 financial Bid for the part he or she is bidding and also the total amount for the part he or she is bidding as per the format prescribed in the Financial Bid (Annexure-3). All duties, taxes/ incidental charges and other levies payable by the successful bidder(s) under this tender shall be included in the Bid price. Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the work(s) under this tender 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 in any case will not be responsible or liable for these costs, incurred by the Bidder.

3. **Sealing and Marking of Bids: Technical Bid** (containing the proof of Tender fee, Earnest Money Deposit and other supporting documents to substantiate the claim of eligibility) in one sealed envelope should be clearly marked as "Technical Bid- Tender No 04/High Court/2016". **The Financial Bid** in the prescribed format should be provided in a separate sealed envelope clearly marked as "Financial Bid – Tender No 04/High Court/2016". Both these envelopes shall be sealed in one main envelope super-scribed "**Bid for Tender No 04/High Court/2016**". All the above mentioned envelopes should have the name, address and telephone number of the Bidder clearly marked on each envelope.
4. Alteration or overwriting in the Bid is not allowed. All communications in this tender shall be in English Language only.
5. The Bidder may submit his bid for items A,B,C & D together or may bid individually for a particular item or in combination of items, as mentioned in the Scope of Work (Annexure 4).
6. **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.
7. **Validity period of Bid:** The Tender offer shall remain valid for 90 days from the date of opening of Technical Bid. In exceptional circumstances, the Allahabad High Court 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.
8. **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(s), if the Bidder:
 - a) Fails to accept the letter of Intent within 5 days of issuance;
 - b) Fails to furnish performance security. The performance security has to be furnished within 10 days of issuance of letter of intent;
9. **Performance Security:**
 - a) The Successful Bidder(s) will be required to submit equivalence of 10% of the bid value as a Performance Security for the satisfactory performance of the work(s), within 10 days of the issuance of Letter of Intent. The Performance Security should be in the form of Bank Guarantee from any Scheduled Bank and as per the prescribed format (Annexure-5) provided in the Tender Document. Aforesaid Bank Guarantee shall remain valid for a period of three months after the completion of the event.
 - b) Without prejudice to any remedy available to Allahabad High Court, Allahabad High Court may by giving 7 days notice to the Successful Bidder(s) invoke the aforesaid Bank Guarantee for recovery of any amount (including penalty and damages) liable to be paid by Successful Bidder(s) to the Allahabad High Court. The Successful Bidder(s) shall replenish the Bank Guarantee within 7 days after its invocation by Allahabad High Court. In case full amount is not recovered by invocation of Bank Guarantee, Allahabad High Court shall have the right to recover the rest amount from Successful Bidder(s) as arrear of land revenue.

10. Service support requirement:

- a) Successful Bidder(s) will ensure that all the installations are complete in all respect (except any perishable items such as floral decoration, name placard etc) 03(Three) days prior to the date of commencement of the event specified in the Tender Document i.e 26.11.2016(In the event of any change in the scheduled date of event, the bidders shall be informed accordingly, in advance). In other words, the entire installation should be complete by 23.11.2016. This would be applicable to Bidders Bidding for items A, B & D, as mentioned in the Scope of Work (Annexure 4). Bidder who is bidding for item C as mentioned in the Scope of Work (Annexure 4), shall have to make all necessary arrangements and testing atleast 02 (Two) days prior to the event.
- b) All the necessary testing should be done by the Successful Bidder(s) 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 Bid value.
 - iii. The High Court shall be free to get the work(s) 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.
- c) All the perishable items such as flower decoration, water, name placards etc shall have to be completed 4 hours before the scheduled event.
- d) The services/ deliverables will be examined by the agency nominated by the Competent Authority or Registrar Protocol for quality and quantity. In case the quality is not in compliance with the specifications mentioned in the Technical Bid or any negotiated Bid thereof provided by the Successful Bidder(s), the Bidder will be asked to replace the same. In case the Bidder(s) 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(s).

11. Issue of Letter of Intent:

The letter of Intent shall be issued to the selected Bidder(s). The issuance of letter of intent shall be construed as an acceptance of offer of the Bidder by Allahabad High Court. EMD of all the Bidders except that of Successful Bidder(s) will be returned on their request as early as possible. EMD of the Successful Bidder(s) will be returned after submission of Performance Security by the Successful Bidder(s) and issuance of the Work Order(s) by the Allahabad High Court.

12. Payment condition:

Payment shall be considered due only after the satisfactory completion and conduct of work(s) specified in this Tender and successful removal of items installed, wherever applicable, for the said work(s). In case of variation in actual quantity of work(s) from the quantity mentioned in the Technical Bid, the amount payable by the High Court shall be adjusted accordingly. Any variation in quantity of work(s) is to be reported to Registrar Protocol by the Successful Bidder(s) and get it verified and formal prior approval of the competent authority needs to be sought through Registrar Protocol. Final settlement of the bill will be made, after adjustment of any advances paid or receivables due on the part of the Successful Bidder(s).

13. **No interest on deposits:** No interest shall be payable on any kind of deposits (EMD's or Performance Security Deposit's) retained by Allahabad High Court.

14. **Sub Letting:** The Successful Bidder(s) cannot assign or transfer and sub-contract its interest/ obligations under this tender without prior written permission of the Allahabad High Court.

15. **Governing law and dispute resolution**

All disputes or differences whatsoever arising between the Parties 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. Decision of the Sole Arbitrator shall be binding on both the Parties. Place of Arbitration shall be Allahabad. 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 Allahabad shall have the Jurisdiction.

16. **Force Majeure:**

- a) If the performance of the work(s) under this Tender is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, earthquakes, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to as "Force Majeure"), which is not in the control of the concerned Parties, in such a scenario neither Party can make any claim for damages against the other in respect of such non-performance or delay in performance 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 21 days of the date of occurrence of such Force Majeure event.
- b) The work(s) shall be resumed as soon as practicable after such Force Majeure event has come to an end or ceased to exist.
- c) In case of any dispute, the decision of Registrar General, High Court of Judicature at Allahabad, shall be final and conclusive

17. **Termination on default:** The High Court, may, without prejudice to any other remedy for breach of terms and conditions under this Tender, by written notice of default, sent to the Successful Bidder(s), terminate this work(s) in whole or in part.

- a) If the Successful Bidder(s) fails to honour the performance of the work(s) within or during the time period (s) specified in the work order, or any extension thereof granted by the Allahabad High Court;
- b) If the Successful Bidder(s) fails to perform any other obligation(s) under this tender or unable to deliver the desired quality of work(s) as mutually agreed upon as per the terms and conditions of this tender, which is in conformity with the general essence of the Work(s) under this Tender; and
- c) Appropriate penalty shall be imposed at the discretion of competent authority

In the event, the Allahabad High Court terminates the work order in whole or in part thereof, the Successful Bidder(s) shall continue the performance of the work(s) to the extent not terminated.

Bid opening and evaluation of Bids

1. **Preliminary Examination:** Before starting evaluation, the Bids will be examined on eligibility criteria and completeness of the bid. If Bid is determined as non responsive, the Competent Authority will have all the right to reject it, without assigning any reason thereof.
2. **Opening of Bids:**
 - a) Technical Bid will be opened first.
 - b) Financial Bid only of those Bidders will be opened who are to be found eligible on the basis of the Technical Bid and general checklist of the documents submitted and whose Bids are substantially responsive.
 - c) The Bids will be opened, in the presence of Bidders' representatives who choose to attend on the date specified, at the location mentioned in this Tender Document.
3. **Attendance:** Prospective Bidder representatives shall sign a register evidencing their attendance
4. After scrutiny of technical and financial proposals and after having examined the proposal as per the requirement of the Allahabad High Court, the Allahabad High Court 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.
5. **Contacting the Competent Authority:** Any effort on part of a Bidder to influence the Competent Authority or members of Technical/Monitoring Committee, in its decisions on Bid evaluation; Bid comparison or award of work(s) 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 Bidder shall comply with the timelines specified in the tender document.
 - c) In case of delay in execution of the order, Allahabad High Court reserves the right of getting the work(s) done from the open market. In such a case the Bidder(s) 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. The Bidder(s) will also be blacklisted from participating in future Tenders of Allahabad High Court.
 - d) The inner and outer envelopes shall be addressed to the Registrar General at the following address: Registrar General, High Court of Judicature at Allahabad, Civil Lines, Allahabad - 211017. If the outer envelope is not sealed and marked, the Competent Authority will assume no responsibility for the Bids, misplacement or premature opening.
 - e) Submission of Bids by Telex, Facsimile/Fax/ E-mail message, will be rejected.
 - f) Conditional Bids are liable to be rejected.

Signature of the Bidder in ink

With stamp and date

Special Technical Conditions

1. The work(s) associated with this tender is essentially a service offered by the Bidder(s) on hire basis.
2. The Successful Bidder(s) has to carry out the work(s) under this tender based on the quantities specified in the work order issued by the Allahabad High Court. Nothing extra shall be paid over and above the total amount quoted by the Successful bidder(s) in their Financial Bids.
3. As the items of work(s) will be time bound in nature, the work(s) will have to be completed within the stipulated time frame, irrespective of holidays.
4. The Competent authority may inspect the work(s) and suggest modification to their satisfaction in line with the plan submitted by the Successful Bidder(s). A penalty of 3% 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 completing the work(s) in time.
5. Successful Bidder(s) must ensure all standby material/equipment ready at site at its own cost prior to and during the event in order to avoid any embarrassing situation during the event due to shortage of any material/equipment.
6. The Successful Bidder(s) 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. All the corrections / repairs are to be done by the Successful Bidder(s) at his own Cost. If the Successful Bidder(s) fails to do the corrections, the Allahabad High Court may get the correction done on its own and recover the corresponding amount from the Successful Bidder(s).
7. The Successful Bidder(s) shall pool in adequate amount of skilled people, trained workers at the site, particularly during the conduct of the event, for the successful performance of its obligations under this tender. The Successful bidder(s) shall follow the applicable rules of the land in hiring/dealing with the workers employed at the site. The Allahabad High Court will have no obligation towards the workers employed by the Successful Bidder(s).
8. Safety of the workers shall be the responsibility of the Successful Bidder(s). The Successful Bidder(s) shall keep the Allahabad High Court indemnified in case any claim that may arise out of any untoward incident during the performance of the work(s) by the Bidder(s). The Successful Bidder(s) should have requisite insurance plans against the risks of fire, accident, theft etc for the performance of the work(s) under this tender.
9. No cost shall be payable to the Bidder(s) for the purpose of site visit and site assessment. The work(s) is to be carried out as per specifications approved by the Competent Authority/ Committee appointed for the purpose.
10. The Successful Bidder(s) will ensure that the final design/ plan/ pattern of the proposed work(s) in their bids or any negotiated bid thereof, or any mutually agreed changes in the work(s) thereafter are shown to the committee and got approved in writing before execution. In case the execution is done without getting the same approved and there is any deviation in the pattern of work(s) from the scope of work, the Allahabad High Court will not accept such work(s) and no payment will be made for such work(s). The Successful Bidder(s) has to rectify the error at no extra cost.
11. Quality of material to be used in the work(s) under this tender is of high importance. The Successful Bidder(s) must ensure usage of high quality material/ items of renowned Brand/Make to ensure

beautiful and spectacular aesthetics of the site and to ensure quality work. Any shortfall in the quality of the material will not be accepted and the Successful Bidder(s) may be asked to undertake that part of the work(s) again at no extra cost.

12. The High Court may add/reduce/omit/delete the scale of some of the items of work(s) specified in the Scope of work (Annexure-4).
13. The relevant Bidder(s) shall install the Pandal and enclosures for High Tea with stable structure of extremely good quality material which shall be firmly anchored so as to withstand any inclement weather condition.
14. Time is the essence for the various works specified in the tender. If, at any stage, it is found that the performance, quality of work(s) and material is not satisfactory or the Successful Bidder(s) commits breach of any terms & conditions of the tender, the work order to the bidder is liable to be terminated, the Performance Security will be forfeited and the work(s) will be assigned to another Firm/Company at the risk and cost of the Successful Bidder(s).
15. The Bidder(s) must provide confirmation on the name of the Authorised Signatory and his attested signature on the letter head of the Bidder(s) indicating that the power of Attorney has been conferred upon such person to act on the behalf of the Bidder(s) in respect of this Bid.
16. 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.
17. Testing, Checking, Installation and Removal would be done by the Successful Bidder(s) at his own risk and cost, nothing extra shall be paid for it by the Allahabad High Court.
18. The testing and checking of the entire equipments must be shown to the Registrar Protocol.
19. 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.
20. 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.
21. All temporary and permanent electric installations if any, power distribution and supply required for execution of work(s) shall be carried out conforming to existing industrial and domestic safety rules and regulations.
22. Fire safety arrangements are to be provided in the Pandal and certificate to this effect is to be obtained from Local Fire Officer, wherever applicable.
23. The venue area shall be kept spic & span, free of any kind of debris.

Tender for Erection of Pandal (with seating arrangement, decoration, lighting within Pandal), audio-visual system with live display of event, erection of separate enclosures for High Tea with lighting and photography & videography of the event, to commemorate the 100th anniversary of Allahabad High Court Building

(Tender no. 04/HIGH COURT/2016)

(Annexure-3)

FORMAT FOR SUBMITTING FINANCIAL BID

For Erection of Pandal (with seating arrangement, decoration, lighting within Pandal), audio-visual system with live display of event, erection of separate enclosures for High Tea with lighting and photography & videography of the event, to commemorate the 100th anniversary of Allahabad High Court Building.

Sl. no	Work(s)/Cost items (as mentioned in Technical Bid)	Description of the Item (Technical detail like size, brand or quality of the item)	Unit	Quantity proposed to be used	Rate inclusive of all applicable taxes, levies and other charges	Amount in figures	Amount in Words
Item A.	Erection of Pandal with seating arrangement, decoration, and lighting						
1.							
	Sub Total of A						
Item B.	Audio visual system with live display of various activities during the event on the LED screens in and around pandal						
1.							
	Sub Total of B						
Item C.	Photography and video recording of the Event:						
1.							
	Sub Total of C						
Item D.	Erection of separate enclosures for High Tea with lighting (Catering not included)						
1.							
	Sub Total of D						
The total amount, in figures and in words, of all the items which the bidder is bidding for, inclusive of all applicable taxes, levies and other charges=Rs.							

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.
- All the sub totals, as mentioned in the table above, should also be inclusive of all applicable taxes, levies and other charges
- The bidder may place his bid for items A,B,C&D together or may bid individually for a particular item or in combination of items, as mentioned above.

I/ We agree to execute the work(s) under the present Tender in accordance with the technical specifications mentioned in the Technical Bid or as per the mutually agreed modifications suggested by Allahabad High Court if any, in consideration of the bid 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(s) under this Tender.

Signature of the Bidder in ink
(With stamp and date)

Signature of the Bidder in ink
with stamp and date

Tender for Erection of Pandal (with seating arrangement, decoration, lighting within Pandal), audio-visual system with live display of event, erection of separate enclosures for High Tea with lighting and photography & videography of the event, to commemorate the 100th anniversary of Allahabad High Court Building

(Tender no. 04/HIGH COURT/2016)

Annexure-4

Scope of Work

The work(s) under the scope of this Tender involves **Erection of Pandal (with seating arrangement, decoration, lighting within Pandal), audio-visual system with live display of event, erection of separate enclosures for High Tea with lighting and photography & videography of the event, to commemorate the 100th anniversary of Allahabad High Court Building**. The event shall be of one day i.e. 26.11.2016 (In the event of any change in the scheduled date of event, the bidders shall be informed accordingly, in advance). The decoration will include decoration of the Pandal, gallery erected upto the pandal and enclosures for High Tea with lights, flowers, flower pots, carpets etc., which should be appropriate with the essence of the occasion and in a manner suggested by the Registrar Protocol. The Pandal, Gallery erected upto the Pandal and enclosures for High Tea should have good ambience and proper lighting.

The Bidders are advised to visit the Allahabad High Court with prior appointment and carry out their own measurements/ site assessment of the requirement of the High Court with the help of the office of the Registrar Protocol. Assessment of the requirement, site survey and obtaining all measurements that are required to be taken will be the sole responsibility of the Bidder(s). The bidders must ensure that they understand the scope of work and other requirements well, before placing their bids under this Tender. The bidders need to completely satisfy themselves with the requirement; no claim in this regard shall be entertained after the submission of Bid. The Bidders shall do the site visit at their own cost as High Court will not pay anything extra for such visits.

The Bidder may submit his bid for items A,B,C&D together or may bid individually for a particular item of work or in combination of items. The details of the work(s) under various items are given below.

Particulars of the work(s):

Item A: Erection of Pandal with seating arrangement, decoration and lighting

Providing, fixing & erecting of white coloured Pandal for accommodating 1,000 persons, complete in all respect , side curtains, carpet in full area, passages etc and:

- i. Seating arrangements for 1,000 persons with as many good quality sofa sets in the front rows for 250 VIPs and as many Cushion chairs with covers etc for others as may be required. Chairs shall be placed in rows in such a way so as to provide for sufficient leg space, aisle and walkway.
- ii. Separate entry gate(s) leading into the pandal for:
 - a) V.I.Ps
 - b) Others.
- iii. A Stage of size 30 ft x 50 ft (approx) with seating capacity of 10-15 persons. The stage should have steps and ramp railing. 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 of the dignitaries should be displayed by placards (80x350mm) by designation placed on the table in front of each chair. The stage should be firmly anchored and should be a robust structure with absolutely no possibility of any breakdown during the event.

- iv. Two good quality and well lighted podiums and sufficient number of tables on the stage (beautifully decorated and covered with absolutely neat and clean piece of cloth, flower vases etc.).
- v. Decoration of the dias and the area in front of the dias facing the audience with beautiful flowers and flower pots.
- vi. Seating arrangement for 250 V.I.Ps in front rows and others behind them. The Pandal should be open at the back for people standing outside so that they may watch the program. The partitioned area of the VIP's should be barricaded in such a way that people from back do not approach them.
- vii. Separate area for media persons should be earmarked within the pandal.
- viii. The first row of seating arrangement should have sufficient distance from the dais.
- ix. Arrangement of sufficient amount of Water Dispensers, Dustbins.
- x. Red carpet from the entry point to the Dias for the Chief Guest.
- xi. Erection of gallery from a place near the porch leading to the gate of the venue (Cricket ground). The gallery is to be erected upto the VIP entry gate in the Pandal. The bidder to take measurements at this place in consultation with Registrar Protocol during site visit. This gallery is to be suitably carpeted and decorated with flowers, flower pots etc
- xii. A platform within the pandal is to be erected for photography and videography.
- xiii. The path from the entry point of the general public into the pandal upto the two gates which lead into the cricket ground is to be carpeted. The bidder to ensure that the area under this stretch of carpet is levelled properly.
- xiv. Provision of 6 mobile toilets with lavatories and water arrangements.
- xv. Ceiling fans/Pedestal fans should be installed in the 4pandal. The Pandal shall have proper lighting and ventilation. Adequate electrical points for audio-visual system, videography is to be provided by the bidder
- xvi. Arrangement of sufficient number of Fire fighting equipments and their operators.
- xvii. The whole Pandal should be decorated with curtains, carpets, flowers, flower pots etc matching up with the essence of the event.
- xviii. The Allahabad High Court will provide electricity for the Pandal from its existing facilities on "as is where is" basis. Power backup shall be provided by Allahabad High Court through its existing generator(s); however, in case of power failure from the regular supply, the successful bidder(s) has to make its own arrangement to take power supply from the generator to the venue of event to ensure power back up for the entire event.
- xix. In the event of failure of power supply from regular supply of Allahabad High Court, the power backup from the Generator(s) should be resumed within 03(three) minutes or lesser. Repetitive failures may invite punitive action from Allahabad High Court, if it is found that the fault is on the part of successful bidder(s). The quantum of punitive action shall be at the discretion of Committee constituted for the purpose.

The pandal must remain in the proper condition throughout the duration of event.

Tender for Erection of Pandal (with seating arrangement, decoration, lighting within Pandal), audio-visual system with live display of event, erection of separate enclosures for High Tea with lighting and photography & videography of the event, to commemorate the 100th anniversary of Allahabad High Court Building

(Tender no. 04/HIGH COURT/2016)

Item B: Audio Visual System with live display of event on the screens

- i. 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 .
- ii. Arrangement of Visual display system (with sound): Four LED screens of minimum size 8 ft x 12 ft, Multimedia Projector and Computers on either side of the stage.
- iii. Live display of the various activities during the event in and around pandal is to be made through the LED screens at the locations pointed out by the Registrar Protocol. Provision of additional LED screens and equipments is to be made for the purpose by the successful bidder
- iv. 4 table microphones and microphones for the 2 podiums are to be provided

Item C: Photography and Video Recording of the Event

The Bidder has to make provisions for recording of proceedings of the events through digital photography and videography. The bidder shall provide photos in 2 albums of minimum size 30 inches x 12 inches when open, with high end photographic paper used in digital photography and minimum 22 number of pages per album, 4 DVD's each of still pictures and videos and 2 external Hard Disks of 1 TB each. The DVD's of still pictures and videos are to be provided in proper box packaging.

Item D: Separate enclosure for High Tea with lighting

- i. Separate enclosure to be erected for High tea with lighting for 1,250 people adjacent to the pandal towards the stationery building of the High Court. Catering is not included in this. The enclosure should have a separate provision for 250 VIP's and 1,000 other people. The VIP and the other public areas to be segregated in such a way that the VIP's may not face any inconvenience from the presence of general public.
- ii. Requisite number of neatly covered tables with canopy are to be put up to cater to 1,250 people for High Tea
- iii. Requisite number of neatly covered high round tables are to be provided in the area.
- iv. Suitable decoration with flowers, flower pots etc. The area is to be appropriately carpeted, wherever required and as directed by Registrar Protocol
- v. Proper lighting is to be done in these enclosures. Power plug connections for kitchen equipments and machines is to be provided by the bidder
- vi. Kitchen area for Pandal measuring 15ft x 20 ft or of the size sufficient for serving High Tea to 1,250 people. Takhat and tables are to be provided in the kitchen for the caterer as per his requirement
- vii. Adequate water supply is to be provided for the kitchen for cleaning and washing of utensils
- viii. Provision of litter bins and waste disposal has to be made
- ix. Fans are to be provided for kitchen and Pedestal fans are to be provided for High Tea enclosures
- x. Wash basins and water dispensers to be provided in this area

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

The Bidders are required to quote item wise prices in the financial Bid as well as the total amount for overall Work(s)/Services.

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 a work order (Number)..... dated has been issued by the High Court to _____ having its registered office at _____ (hereinafter referred to as "Bidder") for the **work(s) defined in Tender No 04/High Court/2016** and for providing service as per the terms and conditions of the Tender.
3. AND WHEREAS as per clause ___ of the Tender document, 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 03 months (Three Months) after the completion of the entire work(s) by way of security for the final, satisfactory completion of the said work(s) including removal of materials installed for the purpose and for providing service as per the terms and conditions of the Tender Document.

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 work(s) as indicated in the work order to the satisfaction of the High Court. In the event of non satisfactory performance of the work(s), 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 03 months (Three Months) after the completion of the work(s) related to the Tender floated **to commemorate the 100th anniversary of Allahabad High Court Building (Tender No 04/High Court/2016)** 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(s) and 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 Document and any mutual negotiations held and agreed thereof with the High Court 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(s), 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: