

## HIGH COURT OF JUDICATURE AT ALLAHABAD

# Tender Notice

### **(01/HIGH COURT/2018/Air Conditioners)**

Sealed tenders are invited in two bid system from Original Equipment Manufacturers (OEMs) or their authorized dealers for Supply, Installation, Testing & Commissioning of 34 Mitsubishi Air Conditioners as per the specifications mentioned in the Tender Document.

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 **23.04.2018 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**

## **Supply, Installation, Testing & Commissioning of 34 Mitsubishi Air Conditioners**

Tender no. 01/HIGH COURT/2018/Air Conditioners

HIGH COURT of Judicature at Allahabad  
Civil Lines, Allahabad- 211017  
Ph.: 2422335-37, Fax: 0532-2420152  
[www.allahabadhighcourt.in](http://www.allahabadhighcourt.in)

## Invitation for Bids

Sealed Bids are invited, in two Bids format, from Original Equipment Manufacturers (OEMs) or their authorized dealers for Supply, Installation, Testing & Commissioning of 34 Mitsubishi Air Conditioners. Bids are invited for the work mentioned hereunder:

S.No	Item	Description
1	Scope of Work	Tender for Supply, Installation, Testing & Commissioning of 34 Mitsubishi Air Conditioners at the sites specified by Registrar Protocol. Bidders to meet Registrar Protocol during the site visit and inspect all the sites at their own cost and fully understand the scope of work before making their bids.
2	Cost of Tender Document	Rs. 500/- (Five Hundred) <b>(non-refundable)</b> payable by Demand Draft of any scheduled Bank in favour of Registrar General, High Court Allahabad, payable at Allahabad. Demand Draft to be enclosed with the Technical Bid
3	Procurement of Tender Document	Tender document can be downloaded from the official website of Allahabad High Court <a href="http://www.allahabadhighcourt.in">www.allahabadhighcourt.in</a> .
4	Site Visit by the prospective Bidders	Bidders may take appointment from Mr. Ashish Kumar Srivastava, (Registrar Protocol), Mob: 9415218422 and inspect the various sites where the air conditioners are to be installed, on any working day before 22.04.2018 during office hours (10:00am to 4:00pm) so as to understand the requirement and scope of work under this tender.
5	Last date of submission of Bid	23.04.2018, by 1.00 pm
6	Date of opening of Technical Bid	23.04.2018, at 4.15 pm
7	Date of opening of Financial Bid	The Financial Bid will be opened at 4.15 pm on 24.04.2018 or on any other day which shall be communicated to the Bidders.
8	Earnest Money Deposit	Rs. 35,000/- (Thirty Five Thousand Only) by Demand Draft in favour of Registrar General, High Court Allahabad, payable at Allahabad or in the form of Bank Guarantee from any Scheduled Bank in the format prescribed for EMD in the Tender Document as <b>Annexure-6</b>
9	Performance Security	10% of total amount of the Purchase/Work Order value in the form of Bank Guarantee in the format prescribed for performance Bank Guarantee in the Tender document as <b>Annexure-7</b>
10	Place of opening of Tender	Committee room, Allahabad High Court
11	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](http://www.allahabadhighcourt.in) . Tenderers are advised to visit the website regularly during this period. In case of 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,  
High Court of Judicature at Allahabad

## Letter for Submission of Tender

**To**

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

**Subject:** Tender for Supply, Installation, Testing & Commissioning of 34 Mitsubishi Air Conditioners

Dear Sir,

Having examined the Tender Document as a whole relating to the Supply, Installation, Testing & Commissioning of 34 Mitsubishi Air Conditioners and having understood the provisions and requirements relating to the Tender, we hereby submit our offer and confirm our acceptance to execute the order within the time period specified in the Tender Document, at the rates quoted by us in the accompanying Financial Bid. If, after our offer is accepted, we fail to submit the Performance Guarantee or complete the work 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 35,000/- (Thirty Five thousand) only

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

**or**

2. By Bank Guarantee No ..... dated ..... issuing Bank ..... Branch .....

and the information required, is as per annexures attached.

I/we further confirm that –

- i. All the terms and conditions mentioned in the Tender Document have been fully examined and full cognizance thereof has been taken in arriving at the price/ Tendered sums contained in my/ our Tender.
- ii. I/ We confirm that we satisfy the qualifying criteria as prescribed in the Tender Document and have attached the requisite documents as documentary proofs. In case you require any further information/documentary proof in this regard during evaluation of our Bid, we agree to furnish the same in time to your satisfaction.
- iii. I/We declare that we are the Original Equipment Manufacturer (OEM)/Authorized Dealer of Mitsubishi Air Conditioners.
- iv. I/we have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling orders of this value.
- v. I/we have sufficient qualified/ skilled manpower and necessary materials to execute the work efficiently in the specified time schedule.
- vi. **The quoted rates shall be valid for a period of one year from the date of opening of Technical Bid of this Tender.** if the High Court desires repeat purchase of “additional” air conditioners i.e. beyond the quantity of 34 air conditioners as specified in this tender, during the period of one year from the date of opening of this Tender, I/We would provide these “additional” air conditioners at the same rate as quoted in the financial bid of this tender. I/We understand that there shall be no minimum quantity applicable in the repeat purchase/order of “additional” air conditioners.
- vii. I/we further confirm that all the pages of the Tender Document have been read, understood and signed and there is no deviation/discrepancy.
- viii. I /We further declare that the prices stated in our proposal are in accordance with your Terms & Conditions in the Tender Document.
- ix. I /We hereby declare that in case the work is awarded to us, we shall submit the Performance Guarantee Bond in the form of Bank Guarantee in the format prescribed in the Tender Document (the format of Performance Bank Guarantee is provided in the Tender Document at **Annexure-7**) for the amount of 10%

of the total Contract/ Order value within 7 days of receipt of letter of intent from the Allahabad High Court.

- x. I /We agree with the payment terms specified in the Tender Document.
- xi. It is being certified that all the information's provided in this Bid are true and correct to the best of my /our knowledge and belief. We hereby declare that our proposal is made in good faith, without collusion or fraud. No forged /tampered document(s) are produced with the Bid for gaining unlawful advantage.
- xii. 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 on the work, in case the work is awarded to me/us.
- xiii. I /We assure the Allahabad High Court that I / We will not be outsourcing any work specified in the Tender Document without the written permission of Allahabad High Court, to any other person whether incorporated or not.
- xiv. 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,
- xv. I/We hereby declare that this Bid on acceptance communicated by you shall constitute a valid and binding Contract between us. All the terms and conditions prescribed in the tender document shall be construed as part of valid and binding contract between us.

Signature of the Tenderer  
With stamp and date

## General Terms & Conditions:

### 1. Number of Mitsubishi Air Conditioners likely to be installed:

Tonnage	Number of Air Conditioners
Mitsubishi 2.0 Ton Split A.C.	08
Mitsubishi 2.2 Ton Heavy Duty	21
Mitsubishi 1.5 Ton Split A.C.	03
Mitsubishi 1.5 Ton Window A.C.	02

*(These numbers are approximate and can increase or decrease as per the requirement of the High Court.)*

**All the Air Conditioners as mentioned above should be 5 star rated. Brand New and appropriate Voltage stabilizers are to be necessarily provided with all the Air Conditioners.**

### 2. Eligibility Conditions:

The Bidders/Tenderers need to satisfy the following eligibility conditions:-

- i) OEM/ Authorized Dealers should have at least 5 year experience in similar type of work.
- ii) CST registration is a compulsory requirement.
- iii) OEM/Authorized Dealers should have a average turnover of Rs 8 Lacs during the last three financial years i.e.2015-16, 2016-17 and 2017-18
- iv) The Bidder must not be black listed by any Government or Government entity. Self declaration with regards to the same to be submitted along with the Technical Bid.
- v) The bidder should have the experience of completion of similar works in any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or any State Government or Public Sector Banks or Local Bodies/Municipalities as follows:-
  - (a) Three similar completed works costing not less than Rs 8 Lacs; OR
  - (b) Two similar completed works costing not less than Rs 10 Lacs; OR
  - (c) One similar completed work costing not less than Rs 16 Lacs.
- vi) COPY OF THE SUPPORTING DOCUMENTS TO CORROBORATE ALL THE ABOVE SHOULD BE SUBMITTED ALONG WITH THE TECHNICAL BID.

### 3. Last Date of Submission of Tender:

Complete Tender Documents must be submitted to the referred address on or before 1.00 P.M. on 23.04.2018. Any Tender Document received after the prescribed deadline will be rejected and will not be opened. If Tender Documents are sent by post, it should be by registered or speed post/courier to be received before specified date & time. Late received Tender Documents will be rejected.

### 4. Site Survey:

The bidders are advised to do the site survey and fully acquaint themselves with the requirement of the High Court. No queries in this regard shall be entertained at the later stage. The bidders should note and bear in mind that the High Court shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge, as aforesaid, on the part of the Bidder shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding of work shall be entertained or

payable by the High Court. Cost of site visit has to be borne by the bidder. Bidders need to co-ordinate with Registrar Protocol for site visit.

#### **5. Opening of Tender:**

- i. The members of tender evaluation committee of the High Court will open the Technical Bids on 23.04.2018 at 4.15 P.M. in the Committee Room in the main building of Allahabad High Court, in the presence of the Bidders or their authorised representatives who are present and are willing to attend the process.
- ii. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.
- iii. Incomplete or Conditional bids will also be summarily rejected.

#### **6. Performance Security:**

Successful bidder will have to deposit Performance Security to the tune of 10% of the total value of contract in the shape of a Bank Guarantee valid for Guarantee period of one year starting from the date of issuance of Letter of Intent (LOI), in favor of Registrar General, High Court, Allahabad, within 7 days from the issuance of LOI. Performance security so deposited shall not be released before Guarantee period. In case of non completion of work satisfactorily, the Performance Security will be forfeited. Allahabad High Court may by giving 7 days notice to the Successful Bidder invoke the aforesaid Bank Guarantee for recovery of any amount (including penalty and damages) liable to be paid by Successful Bidder to the Allahabad High Court. The Successful Bidder 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 as arrear of land revenue.

#### **7. Earnest money deposit (EMD)**

The Earnest Money Deposit (EMD) of ` 35,000/- through Demand Draft issued by a scheduled bank drawn in favour of Registrar General, High Court, Allahabad, is to be enclosed with tender documents. *EMD shall be returned to all the unsuccessful bidders at the end of the selection process. However, the EMD of the successful bidder shall be forfeited in case the successful bidder withdraws or the details furnished in the bids are found to be incorrect or false later on. The EMD of the successful bidder will be returned after receipt of Performance Security.*

#### **8. Defect liability clause:**

Defect liability period shall be one year from the date of competition of installation and commissioning of all the Air Conditioners. The successful bidder shall have to remove any defect, within 02 days of it being brought to his notice by the High Court. The Performance Security shall stand forfeited if the contractor fails to remove the defect during this period and the defect shall be removed by the High Court at successful bidder's risk. The period of performance security shall cover the entire Defect Liability Period. In case of any shortfall, the duration of the performance guarantee will have to be accordingly enhanced, so as to cover the entire Defect Liability Period of one year. The Defect Liability Period of one year of the Air Conditioners purchased in repeat order would be applicable from the date of completion of installation and commissioning of every additional air conditioner purchased. 10% performance security deposit applicable for a period of one year, in the form of Bank Guarantee as per the format provided in this tender document, shall also be provided at the time of issuance of repeat purchase/work order. The terms and conditions of the repeat purchase would be governed by the terms and conditions of this tender.

**9. Original Equipment Certificate:**

Bidder to submit the undertaking that the product/accessories to be installed shall be of original brand new equipment and not reused / refurbished products.

**10. Certificate of virtual completion:**

As soon as the work is completed, the contractor shall inform in writing such completion to the Registrar Protocol who will inspect the work or get it inspected through an agency and if satisfied will issue the certificate that the work has been virtually completed and the defects liability period shall commence from the date of such certificate.

**11. Liquidated damages:**

If the contractor fails to maintain the required progress or to complete the work and clear the site on or before the contract execution period or extended period of completion, he shall without prejudice to any other right, pay as agreed compensation amount of 1% of Purchase/Work Order Value per week of delay subject to maximum of 10.00% of Purchase/Work Order Value as liquidated damages.

**12. Amendment in Tender Document:**

Any time prior to the deadline for the submission of Bids, the Competent Authority at High Court (hereinafter referred to as "Competent Authority") may, for any reason, modify the Tender Document by way of amendment(s). Amendment(s) so made will be notified through the official website of Allahabad High Court. In order to allow reasonable time to the prospective Bidders for taking into account such amendment(s), in the preparation of their Bids, the Competent Authority, at its discretion, may extend the deadline for the submission of Bids. Bidders/Tenderers are advised to keep checking the Website of Allahabad High Court.

**13. 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 as a lump sum amount for the whole contract as per the format prescribed in the Financial Bid (Annexure-4). **All duties, taxes/ incidental charges and other levies payable by the bidder under the Contract shall be included in the Bid price.** Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and shall not be subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and rejected. The Bidder shall bear all costs associated with the preparation and submission of the Bid. Allahabad High Court in any case will not be responsible or liable for these costs, incurred by the Bidder. **High Court may at its discretion do the repeat purchase of "additional" air conditioners i.e. beyond the quantity of 34 air conditioners as specified in this tender, during the period of one year from the date of opening of Tender. Bidder must provide these "additional" air conditioners at the same rate as quoted in the financial bid of this tender. There shall be no minimum quantity applicable in the repeat purchase/order of "additional" air conditioners.** The terms and conditions of the repeat purchase will be governed by the terms and conditions of this tender.

**14. Sealing and Marking of Bids:**

The Bidders shall submit the Technical Bid (containing the proof of Tender fee, Earnest Money Deposit and other supporting documents to substantiate their claim of eligibility) in one sealed envelope clearly marked as "**Technical Bid for Supply, Installation, Testing & Commissioning of 34 Mitsubishi Air Conditioners**" with the name, address and telephone number of the Bidder. The Financial Bid in the prescribed format should be provided in a separate sealed envelope clearly marked as "**Financial Bid for Supply, Installation, Testing & Commissioning of 34 Mitsubishi Air Conditioners**" with the name, addresses and telephone number of the

Bidder clearly shown on the envelop. Both these envelopes shall be sealed in one main envelope super-scribed "**Bid for Supply, Installation, Testing & Commissioning of 34 Mitsubishi Air Conditioners**" with the name, address and telephone number of the Bidder clearly marked on the envelope. Failure to comply with these instructions will amount to disqualification of the Bidder.

15. Alterations or overwriting in the Bid is not allowed. Any alterations, erasures or overwriting shall render the Bid invalid and shall be liable for rejection.
16. All communications including terms of reference and Purchase/Work Order for the purpose shall be issued in the English Language only. Bids should be submitted in English Language. All Correspondences and exchanges shall be in the English Language.
17. The Bidder shall bid for the entire tender document as a single Bidder and it shall be binding on the part of the Bidder to place bid for each and every item mentioned in the tender document. No association/ collaboration by the Bidder shall be allowed/ acceptable to bid for any and all items of the instant tender document without written permission of the High Court.
18. 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 Tender document provided by the Successful Bidder, the Bidder will be asked to replace the same. In case the Bidder fails to rectify the defect, the same will be procured from the market and any amount paid to the new vendor will be recovered from the Bidder. All the air conditioners installed will be inspected, to the satisfaction of the High Court, jointly by the Technicians of the Successful Bidder and officers/agency nominated by the High Court for the purpose, at a specified date to be intimated later on to the Successful Bidder and all the gadgets/machines required for such inspection shall be provided by the Successful Bidder with no extra cost chargeable from the High Court.

**19. Issue of Letter of Intent:**

The letter of Intent shall be issued to the selected Bidder after the announcement of name of the Successful Bidder by the Hon'ble High Court. The issuance of letter of intent shall be construed as an acceptance of offer of the Bidder by Allahabad High Court. EMD of all the Bidders except that of Successful Bidder will be returned on their request as early as possible. EMD of the successful bidder will be returned after the submission of Performance Security by the Successful Bidder and issuance of the work order by the Allahabad High Court.

**20. Payment condition:**

Payment shall be considered due only after the satisfactory completion of the work specified in this Tender. In case of variation in actual quantity of work from the quantity mentioned in the Purchase/Work Order, the amount payable by the High Court shall be adjusted accordingly. Final settlement of the bill will be made, after adjustment of any advances paid or receivables due on the part of the Contractor.

**21. No interest on deposits:**

No interest shall be payable on any kind of deposit (EMD or Performance Security deposit) retained by Allahabad High Court during the performance of the contract or during the progression of Tender process, as the case may be.

**22. Sub Letting:**

The Successful Bidder cannot assign or transfer and sub-contract its interest/ obligations under the Contract without prior written permission of the Allahabad High Court.

**23. 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. 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.

**24. Force Majeure:**

If any time, during the continuance of the Contract, the performance in whole or in part by either Party under obligation is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, earth quakes, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to as "Force Majeure"), which is not in the control of concerned Party, neither Party can make any claim for damages against the other in respect of such non-performance or delay in performance and deliveries under the Contract provided that the notice of happening of any such Force Majeure event is given by the concerned Party (Affected Party) to the other Party within 21 days of the date of occurrence of such Force Majeure event.. The Contract shall be resumed as soon as practicable after such Force Majeure event has come to an end or ceased to exist. In case of any dispute, the decision of 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 the Contract is prevented or delayed by reason of any such Force Majeure event for a period exceeding 60 days, either Party may at its option, terminate the Contract by giving 10 days notice to the other Party. In such an event the Contract may also be terminated by mutual consent of both the Parties.

**25. Termination of Work Order for default:** The High Court, may, without prejudice to any other remedy for breach of work under this tender, by written notice of default, sent to the successful bidder, terminate the work order in whole or in part.

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

In the event, the Allahabad High Court terminates the Contract in whole or in part pursuant to above para the Allahabad High Court may procure upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Successful Bidder shall be liable to the High Court for any

excess cost for such similar goods and services. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.

**26. Termination of Work for Insolvency of the Bidder:**

The Allahabad High Court may at any time terminate the Purchase/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 Allahabad High Court.

**27. 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 contract may result in rejection of the Bidder's Bid.

**General:**

- a. All the pages in the Bid shall be duly filled in, signed and complete in all respects.
- b. In case of delay in execution of the order, Allahabad High Court reserves the right of getting the work done from the open market. In such a case the Bidder will be liable to bear the difference in cost and a proportionate recovery from the Performance Security will be made by the Allahabad High Court. The Bidder will also be blacklisted from participating in future Tenders of Allahabad High Court.
- c. 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. The envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late." If the outer envelope is not sealed and marked, the Competent Authority will assume no responsibility for the Bids, misplacement or premature opening. In case of submission of Bid by Telex, Facsimile/Fax/ E-mail message, Bids will be rejected. Conditional Bids are liable to be rejected. Allahabad High Court does not bind itself to accept the lowest or any other Bid and reserve the right to accept or reject any or all the Bids in full or in part without assigning any reason thereof at any stage.
- d. The Successful Bidder is expected to carry out the installation of the necessary materials in such a way that it does not cause any damage to the Building. Any damage whatsoever done to the Building either knowingly or otherwise shall be immediately brought to the notice of the Competent Authority, the same shall be dealt with accordingly at the discretion of the Committee. All the Corrections / repairs are to be done by the Successful Bidder at his own Cost. If the Successful Bidder fails to do the corrections, the Allahabad High Court may get the correction done on its own and recover the corresponding amount from the Successful Bidder.
- e. Safety of the workers shall be the responsibility of the Successful Bidder. The Successful Bidder shall make all necessary arrangement for the safety of the workers and shall provide necessary safety equipments to all the workers while they are on work and ensure that they follow the safety instructions, without fail. The Successful Bidder shall keep the Allahabad High Court indemnified in case any claim that may arise out of any untoward incident during the performance of this contract by the Bidder. The Successful Bidder should have requisite insurance plans against the anticipated risks for the performance of this Contract. The Successful Bidder shall ensure that such insurance is in place prior to commencing of the services under this Contract.

- f. All duties, taxes and other levies payable by the Bidder under the Contract shall be included in the Total Price. Nothing extra or over the total price quoted by the Bidder shall be payable to the Bidder by Allahabad High Court.
- g. The Bidder must provide confirmation on the name of the Authorised Signatory and his attested signature on the letter head of the Bidder indicating that the power of Attorney has been conferred upon such person to act on the behalf of the Bidder in respect of this Bid.
- h. The installation sites shall be kept spic & span free of debris during the installation process and after the completion of installation.
- i. The OEM should have its service centre at Allahabad.
- j. The bidder shall sign and stamp each page of this tender document and all other enclosures appended to it as a token of having read and understood the terms and conditions contained herein and submit the same along with the Tender Document.

The bidder would fill up the information in the Annexures enclosed at the end of this document in clear and legible terms. Wherever required, copies of the supporting document in respect of details mentioned in the annexure should be enclosed. Annexure shall also have to be signed and stamped by the bidder or its authorized signatory.

**k. Rates quoted should be inclusive of all taxes and other incidental charges and levies.**

- l. The work has to be executed as per the specifications given in the Tender Document. The successful bidder must be in a position to complete the work of installation within the period specified in the tender document and under no circumstances the above time limit will be extended.
- m. Only authorized dealers, Manufacturers or company are eligible to submit tenders. Bidders are requested to enclose copy of Dealership letter/ Authorized letter along with the bid.
- n. High Court will deduct all applicable taxes and charges from the bill before payment.
- o. Registrar General, High Court, Allahabad reserves the right to reject any or all of the Bids without giving any reasons thereof.
- p. The rates shall be written both in words and in figures. A Bidder shall also show the total of each item, and the grand total of the whole contract. In case of conflict between the figures and words in the rates, the later shall prevail. The High Court shall have the right of rejecting all or any of the tenders and split the work between two or more parties and also will not be bound to accept the lowest or any tender and decision of Registrar General, High Court, Allahabad in this regard shall be final and binding on all Bidders.
- q. No advance amount will be paid by the High Court. Bills to be submitted to the High Court with invoices and installation report.
- r. Bidder to clearly mention Guarantee/warranty period for whole machine and Compressor separately.
- s. Any bid not accompanied by EMD shall be rejected.
- t. EMD / Performance Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity process.
- u. EMD / Performance Security shall be forfeited if the successful bidder fails to furnish the required Performance Security within the time frame specified by the High Court or refuses or fails to execute the Contract.

**Letter of Authorisation 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 Supply, Installation, Testing & Commissioning of 34 Mitsubishi Air Conditioners.

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)

## Technical Bid Format for Supply, Installation, Testing & Commissioning of 34 Mitsubishi Air Conditioners

Make (Brand) & Model No	Technical details	Details of Copper Refrigerant, Electrical Cable, GI Cable, Drainage pipes and other associated paraphernalia vis-à- vis the installation of Air Conditioners. Please add as many columns as required.	Guarantee/Warranty	
			Compressor	Other Parts

Signature of Authorized Person  
Name and Contact No.

## Financial Bid Format for Supply, Installation, Testing & Commissioning of 34 Mitsubishi Air Conditioners

Make(Brand) & Model No	Rate (Per Unit)	Installation Charges (Per Unit) #	Total cost (Per Unit)	Costing (Rates) and details of Copper Refrigerant, Electrical Cable, GI Cable, Drainage pipes and other associated paraphernalia vis-à-vis the installation of Air Conditioners.	Quantity	Grand Total Cost (Inclusive of all taxes and other incidental charges and levies)	Guarantee/Warranty	
							Compressor	Other Parts

**Total Amount in Words 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.*

I/ We confirm that all the terms and conditions prescribed in the Tender Document shall be adhered to in the performance of the work under this Tender.

# Installation charges shall include complete installation of the Air Conditioner viz. mounting the indoor unit and outdoor ceiling on the stand, connecting both the units with necessary cables, cable tray, labour charges, installation of voltage stabilizer etc.

Important Notes:

1. Rate per unit means price of a 01 set of machine including indoor unit and outdoor unit
2. The Rates (per piece) quoted should be on F.O.R. basis.
3. Cost of cable/ pipe/electric cable etc. shall be paid on actual measurement of individual items.
4. The cost should be neatly typed or hand written in figures and words.
5. A bidder can quote for more than 1 model of the same make (Brand).  
Catalogue of the manufacturer in support of model no for which the price quoted in above proforma, must be enclosed with the tender form.
6. High Court may at its discretion do the repeat purchase of "additional" air conditioners i.e. beyond the quantity of 34 air conditioners as specified in this tender, during the period of one year from the date of opening of Tender. Bidder must provide these "additional" air conditioners at the same rate as quoted in the financial bid of this tender. There shall be no minimum quantity applicable in the repeat purchase/order of "additional" air conditioners. The Terms & Conditions of the repeat purchase will be governed by the Terms and Conditions of this Tender.

Signature of Authorized Person

Name and Contact No.

ANNEXURE

1.	Name of the bidder (OEM /Authorized Dealer):	
2.	Address (with Tel No., Fax No.):	
3.	Contact Person(s) (with mobile number)	
4.	Permanent Account Number (PAN) (The evidence for filing of IT returns along with CA certificate, certifying the average annual turnover of Rs 8 Lacs during the last 3 financial years i.e. 2015-16, 2016-17 & 2017-18 to be enclosed)	
5.	Self-attested copy of CST Registration along with evidence.	
6.	5 copies of Sale Bills one from each Year during last five year to confirm that the dealer is in the same field of work to be assigned	
7.	Details of Earnest Money Deposit (EMD)	
8.	Undertaking that the product to be installed shall be of original make brand new manufactured equipment and not reused / refurbished products	
9.	Details of work order satisfactorily executed/carried out as per condition laid down in the tender form under the head "Eligible Condition"	
10.	Copy of Valid Authorization Letter in case of Authorized Dealers/Excise Registration Certificate in case of Manufactures.	
11.	Catalogue, in support of model no for which the price quoted in above proforma, must be enclosed with the Bid	

Signature of Authorized Person

Name and Contact No

## EMD BANK GUARANTEE PROFORMA

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

**Bank GUARANTEE NO. :**

**DATED :**

1. In consideration of the High Court of Judicature at Allahabad (hereinafter called the "High Court") having agreed to accept the Earnest Money Deposit (EMD) of **Rs. 35,000/- (Thirty Five Thousand)** only in the form of a Bank Guarantee from ..... (Name of the Bidder) having its registered office at ..... (hereinafter called the "Bidder") against the Bid of the Bidder for the due fulfilment of the terms and conditions of the Tender Document published for the **Supply, Installation, Testing & Commissioning of 34 Mitsubishi Air Conditioners**.

We ..... (Name and address of the Bank) (hereinafter called the "Bank") at the request of ..... (Name of the Bidder) do hereby undertake to pay to the High Court acting through the Registrar General, High Court of Judicature at Allahabad (hereinafter called the "Registrar General") an amount not exceeding **Rs. 35,000/- (Thirty Five Thousand)** only, against any loss or damage caused to or suffered by the High Court by reason of any breach by the Bidder of any of the terms and conditions contained in the Tender Document from the date of opening of the Bid.

2. We ..... (Name of the Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, on a demand made by the High Court that the amount claimed is due to it on account of loss or damage caused to or suffered by the High Court by reason of breach of the terms and conditions of the Tender Document by the Bidder.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, the liability of the Bank under this guarantee shall be restricted to an amount not exceeding **Rs. 35,000/- (Thirty Five Thousand)** only.

3. The Bank undertakes to pay to the High Court any amount of money so demanded notwithstanding any dispute(s) raised by the Bidder in any suit or proceedings before any court or tribunal in respect thereto. The liability of the Bank under this guarantee is absolute and unequivocal.

The payment so made by the Bank under this guarantee shall be a valid discharge of its liability for payment hereunder and the Bidder shall have no claim against the Bank for making such payment.

4. We ..... (Name of the Bank) further agree that the guarantee herein contained shall remain in force and valid up to a period of three months after the issuance of Purchase/Work Order.

5. We ..... (Name of the Bank) undertake not to revoke this guarantee during its validity period without the prior consent of the High Court in writing.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

7. This guarantee shall remain valid and in full effect from .....

### Banker's Signature & Seal

Date:

Place:

## PERFORMANCE BANK GUARANTEE PROFORMA

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

**Bank GUARANTEE NO. :**

**DATED:**

Dear Sirs,

1. THIS DEED OF GUARANTEE made on this ..... day of ..... 20\_\_ between the High Court of Judicature at Allahabad (hereinafter referred to as the "High Court" which expression shall unless excluded by or repugnant to the context includes its successors) of the first part and the ..... (hereinafter referred to as the "Bank" which expression shall unless excluded by or repugnant to the context include its successors) of the second part.
2. Whereas an Letter of Intent dated ..... has been issued by the High Court to the successful bidder having its registered office at \_\_\_\_\_ (hereinafter referred to as "Bidder") for the **Supply, Installation, Testing & Commissioning of 34 Mitsubishi Air Conditioners** as per the terms and conditions of the Tender Document.
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 Work Value i.e. Rs..... (Rupees..... ) only, valid for a period of 01 Year (One Year) after the completion of the entire work by way of security for the final, satisfactory completion of the said work and for providing service 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 work to the satisfaction of the High Court. In the event of non satisfactory performance of the work, 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 01 Year (One Year) after the completion of the entire work related to Tender floated for **Supply, Installation, Testing & Commissioning of 34 Mitsubishi Air Conditioners**, 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 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 under the Tender 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, 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: