

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

**Notice for Inviting Tender**

Sealed tenders are invited from the reputed original registered firms/agencies/Authorised dealers for hiring of trucks in covered transportations, packing, loading and unloading of record/files, furnitures, furnishings and other articles from present High Court Building, Kaiserbagh, Lucknow to the newly constructed New High Court Building, Vibhuti Khand (Faizabad Road), Gomti Nagar, Lucknow. Last date of bid submission is 21.4.16 and opening of bid on 22.4.16.

For detailed information please visit the official website of Allahabad High Court :[www.allahabadhighcourt.in](http://www.allahabadhighcourt.in)

Sd/-  
Senior Registrar  
High Court Lucknow Bench,  
Lucknow.  
Ph.: 2622212, Fax: 0522-2272328  
[www.allahabadhighcourt.in](http://www.allahabadhighcourt.in)

**Tender Document****Index**

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

**Tender Notice**

Sealed tenders are invited from the reputed Original registered firms/agencies/Authorised dealers for hiring of trucks transportations, Packing,loading,unloading of records/files,furniture,furnishing and other articles from present High Court Building,Lucknow Bench,Qaiserbagh,Lucknow to the new High Court Building,Vibhuti Khand{ Faizabad Road}, Gomtinagar,Lucknow.

S.No	Name of Work	Completion of work
	Hiring of Trucks for shifting Size- Length 17' & 22' and Width 7 to 9 Feet	30 Days may be Extended

Earnest Money Deposit: 1% of the assumed amount by the bidder. {In the form of Demand Draft from Nationalized Bank drawn in favour of Senior Registrar, High Court Lucknow Bench,Payable at Lucknow.

Performance Bank Guarantee: 10% of the assumed /assessment amount.

Last date of bid submission: 21.04.2016

Opening of Bid: 22.4.16.

Tender documents and other details can be obtained on any working day during the office hours from the Nazarat on payment of Rs 200/- (Two Hundred Cash). ,If submitted D.D{in favour of Sr Registrar,high court lucknow.} The tender documents and other details are available on the website of high court ([www.allahabadhighcourt.in](http://www.allahabadhighcourt.in)), which may be downloaded and used for submitting the tenders along with tender documents fee of Rs. 200/-.

Agencies are advised to depute representative at the time of opening of the tender. The tender without required documents shall be rejected. High Court shall not be responsible for delay/loss of documents.

Tender should be submitted at following address:-

**To,**  
**The Senior Registrar**  
**High court ,Kaiserbagh,Lucknow**  
**PIN: 226001**

Interested and eligible Bidders may submit their Bid either personally or by post (registered or speed post)/courier to the Senior Registrar, High Court, Lucknow Bench, Lucknow, U.P., so as to reach High Court, Lucknow Bench on or before 21.04.2016.

High Court Lucknow reserves the right to reject any or all the tenders so received without assigning any reasons whatsoever.

Sd/-  
Senior Registrar  
Contd... .04

## Invitation for Bids

Sealed Bids are invited, from reputed and eligible Bidders for packing, loading and unloading of record/files, furnitures, furnishings and other articles from present High Court Building, Kaiserbagh, Lucknow to the newly constructed New High Court Building, Vibhuti Khand (Faizabad Road), Gomti Nagar, Lucknow. , Lucknow. Bids are invited for the work mentioned here under:

S. NO.	Item	Description
1	Scope of Work	Tender for packing, loading and unloading of record/files, furnitures, furnishings and other articles from present High Court Building, Kaiserbagh, Lucknow to the newly constructed New High Court Building, Vibhuti Khand (Faizabad Road), Gomti Nagar, Lucknow.  Detail of the Scope of work is annexed at Annexure 6
2	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>
3	Mandatory Site Visit	The site inspection by the prospective Bidders is mandatory. Bidders may take appointment from Mr. Vipin Kumar Yadav , Court Officer (Nazarat), Mob: 8004905853 and inspect the site i. e. present High Court Building, Kaiserbagh, Lucknow on 7.4.16/8.4.16 during office hours (10:00am to 4:00pm).
4	Last date of submission of Bid	21 .04.2016, by 3.00 p.m.
5	Date of opening of Bid	22 .04.2016, at 4.15 pm or on the day of conclusion of all the technical presentations.
6	Date of Technical Presentation	The date of technical presentation shall be 11 .04.2016 from 03:00 p.m. Every Bidder will be allotted time slots for their turn depending upon the number of Bids received and the same shall be announced on the day of opening of Bid.
7	Earnest Money Deposit	1% of the total assumed amount by Demand Draft in favour of Senior Registrar, High Court Lucknow Bench, payable at Lucknow or in the form of Bank Guarantee from any Scheduled Bank in the format prescribed for EMD in the Tender Document as Annexure-B
8	Performance Security	10% of total amount of the contract value in the form of Bank Guarantee in the format prescribed for performance Bank Guarantee in the Tender document as Annexure-8
9	Place of opening of Tender	In the office Senior Registrar at High Court, Lucknow Bench.
10	Address for communication	Senior Registrar, High Court ,Lucknow Bench, Lucknow.

Note:

\*Any future Corrigenda/ amendment shall be posted only on the official website of Allahabad High Court [www.allahabadhighcourt.in](http://www.allahabadhighcourt.in) . Tenderers are advised to visit the website regularly during this period. In case of any query please write to Mr. Vipin Kr Yadav, Mob No 8004905853 , (NAZARAT), High Court Lucknow Bench, Lucknow.

S/d  
Senior Registrar,  
HIGH COURT Lucknow Bench  
[Contd... .05](#)

**Letter for Submission of Tender {On Letter Head}**

To

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

Subject: Tender for hiring of trucks packing, loading and unloading of record/files, furnitures, furnishings and other articles from present High Court Building, Kaiserbagh, Lucknow to the newly constructed New High Court Building, Vibhuti Khand (Faizabad Road), Gomti Nagar, Lucknow., against Tender No. /HIGH COURT/2016/ Tender for Shifting of record/files, furnitures, furnishings and other articles)

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Dear Sir,

Having examined the Tender Document as a whole relating to for hiring of trucks packing, loading and unloading of record/files, furnitures, furnishings and other articles from present High Court Building, Kaiserbagh, Lucknow to the newly constructed New High Court Building, Vibhuti Khand (Faizabad Road), Gomti Nagar, Lucknow and having understood the provisions and requirements relating to the Tender, we hereby submit our offer and confirm our acceptance to execute the order within the time period specified in the Tender Document, at the rates quoted by us in the accompanying Financial Bid. If, after our offer is accepted, we fail to sign the agreement and submit the Performance Guarantee or complete the work within the stipulated time as described in the Tender Document we agree that, ALLAHABAD HIGH COURT ( Lucknow Bench) shall have full authority to forfeit the earnest money/ security deposit and cancel our order with no obligation on their part.

We confirm having deposited earnest money 1% of the assume/assessment price.

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

OR

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

I/we further confirm that –

- i. All the terms and conditions mentioned in the Tender Document have been fully examined and full cognizance thereof has been taken in arriving at the price/ Tendered sums contained in my/ our Tender.
- ii. I/ We confirm that we satisfy the qualifying criteria as prescribed in the Tender Document and have attached the requisite documents as documentary proofs. In case you require any further information/documentary proof in this regard during evaluation of our Bid, we agree to furnish the same in time to your satisfaction.
- iii. I/we have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling orders of this value.
- iv. I/we have sufficient qualified/ skilled manpower and necessary materials to execute the Contract efficiently in the specified time schedule.
- v. The quoted rates shall be valid for not less than 6 months from the date of opening of Technical Bid of this Tender.
- vi. I/we further confirm that all the pages of the Tender Document have been read, understood and signed and there is no deviation/discrepancy.

Contd... .06

6.

- vii. I /We further declare that the prices stated in our proposal are in accordance with your

Terms & Conditions in the Tender Document.

- viii. I /We hereby declare that in case the Contract is awarded to us, we shall submit the Performance Guarantee Bond in the form of Bank Guarantee in the format prescribed in the Tender Document (the format of Performance Bank Guarantee is provided in the Tender Document at Annexure-9) for the amount of 10% of the total Contract/ Order value within 03 days of receipt of letter of intent from the Allahabad High Court ( Lucknow Bench) and sign the Contract Agreement.
- ix. I /We agree with the payment terms specified in the Tender Document.
- x. It is being certified that all the information's provided in this Bid are true and correct to the best of my /our knowledge and belief. We hereby declare that our proposal is made in good faith, without collusion or fraud. No forged /tampered document(s) are produced with the Bid for gaining unlawful advantage.
- xi. I /We assure the Allahabad High Court ( Lucknow Bench) that neither I/We nor any of my/our workers, will do any act which is improper / illegal during the execution on the Contract, in case the Contract is awarded to me/us.
- xii. I /We assure the Allahabad High Court ( Lucknow Bench) that I / We will not be outsourcing any work specified in the Tender Document without the written permission of Allahabad High Court ( Lucknow Bench), to any other person whether incorporated or not.
- xiii. I/We, further certify that I/We, possess all the statutory /non-statutory registrations, permissions, approvals, etc., from the Competent Authority for providing the requisite services,
- xiv. I/We hereby declare that this Bid on acceptance communicated by you shall constitute a valid and binding Contract between us.

**Signature of Tenderer**

**With Stamp and Date**

Contd... .07

## GENERAL INFORMATION

A).

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

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

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

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

Note:

1. *The Bidders/Tenderers are required to give technical presentation of the proposed for hiring of trucks, packing, loading and unloading of record/files, furnitures, furnishings and other articles from present High Court Building, Kaiserbagh, Lucknow to the newly constructed New High Court Building, Vibhuti Khand (Faizabad Road), Gomti Nagar, Lucknow. , Lucknow.*
2. *The participating Bidders would be required to demonstrate quality of their work at the time of Technical Presentation.*
3. *Bidders to ensure that all*
  - *Pages have been signed and stamped by the authorized person*
  - *Pages have been numbered*
  - *Documents are legible (clearly readable)*

**Signature of the Tenderer in ink**

**With stamp and date**

Contd... .08

## INFORMATION REGARDING TECHNICAL PRESENTATION

- B). The Bidder shall be required to prepare a concept Plan and submit the same along with their proposal. The concept Plan should have plan of packing, loading and unloading of record/files, furnitures, furnishings and other articles from present High Court Building, Kaiserbagh, Lucknow to the newly constructed New High Court Building, Vibhuti Khand (Faizabad Road), Gomti Nagar, Lucknow.

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

Note:

1. Bidder has to quote the Rate per trip up and down (about 25 kms.)(including the taxes etc.).
2. Bidder may be required to provide 1 or more truck per day on demand.
3. The work under this Tender should require the rates for 17' and 22' trucks separately with the facility of packing (in case of records/files), loading and unloading of record/files, furnitures, furnishings and other articles.
4. The work under this Tender should require the rates for 17' and 22' trucks separately without the facility of packing, loading and unloading of record/files, furnitures, furnishings and other articles.
- 5 *The Bidder is also required to make a presentation of the Concept Plan before the Senior Registrar of the High Court. The selection of the Firm shall be made on the basis of the experience, capability and capacity to execute the assignment and understanding of the assignment reflected in their plan and the presentation.*
- 6 **Evaluation of the Bids shall be made by the Committee nominated by the High Court.**
- 7 *During the Technical presentation requisite negotiations would be carried out which will include discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing and any suggestions made by the Bidder to improve the Terms of Reference.*

Contd... .09



**Proforma of Technical Bid**

<b>Sl. No.</b>	<b>Details of Vehicle</b>	<b>Registration on/PAN/TIN No</b>	<b>Size in Length</b>	<b>Size in breadth &amp; height</b>	<b>Loading Capacity.</b>	<b>Other Information which is required to be share</b>

**Signature of the Tenderer in ink  
With stamp and date**

## TECHNICAL INFORMATION

- C). Details of the Items/ materials planned to be used by the Bidder for packing, loading and unloading of record/files, furnitures, furnishings and other articles from present High Court Building, Kaiserbagh, Lucknow to the newly constructed New High Court Building, Vibhuti Khand (Faizabad Road), Gomti Nagar, Lucknow.

*Please refer to the scope of work (Annexure-6 for assessing the requirement before filling up of this format. It is mandatory for the Bidders to visit the High Court, Lucknow Bench with prior appointment on the date specified in the Tender Document and carry out their own measurements/ assessment of the requirement of the High Court.*

S. No.	Work / Cost	
1	No. of Vehicles to be used	
2	Number of Workforce i.e. Supervisor /Labour to be engaged for the said work	
3	(a) Amount per trip per vehicle for 17' size Truck in Rs.	
	(b) Amount per trip per vehicle for 22' size Truck in Rs.	
	(c) Taxes, if any, in Rs.	
	Total Amount including taxes per trip per vehicle (a) + (c) in Rs.	
	Total Amount including taxes per trip per vehicle (b) + (c) in Rs.	

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

**Signature of the Tenderer in ink**

**With stamp and date**

Contd... .11

The general terms and conditions to be followed for Bidding in the tender for covered hiring of trucks "for packing, loading and unloading of record/files, furnitures, furnishings and other articles from present High Court Building, Kaiserbagh, Lucknow to the newly constructed New High Court Building, Vibhuti Khand (Faizabad Road), Gomti Nagar, Lucknow." contract are as follows:

1. **Eligibility Criteria:** Bidder must have the following to be eligible to qualify in the Tender:
  - a) The Bidder/ Tenderer should be a Company registered under Companies Act, 1956 or Partnership Firm registered under Indian Partnership Act, 1932 or a sole Proprietorship Firm engaged in work of transportation of 05 (FIVE) years. The Bidder should have sufficient Infrastructure, technical expertise and financial strength to undertake the Contract.
  - b) The Bidder must not be black listed by any Government or Government entity. Only authorized dealers/registered firms who have minimum of 5 years experience in the feild of transportation work for Courts/Central government/state government Departments/Public Sector are eligible to tender.
  - c) The Successful bidder has to employ skilled workers during the shifting to maintain the quality of service. Bidders should provide a list of complete performance works.

**NOTE:**

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

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

2. **Amendment in Tender Document:** Any time prior to the deadline for the submission of Bids, the Competent Authority at High Court (hereinafter referred to as "Competent Authority") may, for any reason, modify the Tender Document by way of amendment(s). Amendment(s) so made will be notified through the official website of Allahabad High Court. In order to allow reasonable time to the prospective Bidders for taking into account such amendment(s), in the preparation of their Bids, the Competent Authority, at its discretion, may extend the deadline for the submission of Bids. Bidders/Tenderers are advised to keep checking the Website of Allahabad High Court.
3. **Bid Price:** Each Bidder shall submit only one quotation. The prices should be quoted in Indian Rupees only. The Bidders shall indicate Bid price in Bid as a lump sum amount for the whole contract as per the format prescribed in the Bid (Proforma of financial Bid). All duties, taxes/ incidental charges and other levies payable by the contractor under the Contract shall be included in the Bid price. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and shall not be subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and rejected. The Bidder shall bear all costs associated with the preparation and submission of the Bid. Allahabad High Court ( Lucknow Bench) in any case will not be responsible or liable for these costs, incurred by the Bidder. Rates should be quoted both in figures as well as in words. In case the rates quoted in words & figure are at variance, the rates written in words will be taken as final.
4. **Sealing and Marking of Bids:** The Bidders shall submit the Bid (containing the proof of Earnest Money Deposit and other supporting documents to substantiate their claim of eligibility) in one sealed envelope clearly marked as "Bid for packing, loading and unloading of record/files, furnitures, furnishings and other articles from present High Court Building, Kaiserbagh, Lucknow to the newly constructed New High Court Building, Vibhuti Khand (Faizabad Road), Gomti Nagar, Lucknow" with the name, address and telephone number of the Bidder clearly marked on the envelope. The bidder submit shall submit the bids in three separate sealed envelopes clearly mentioning as technical bid and financial bid and all these should be put into a big envelope and it should be superscripted as bis for hiring trucks for shifting of records/Furniture and al goods from present high court to new high court gomtinagar, Lucknow. Failure to comply with these instructions will amount to disqualification of the Bidder.

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5. Alterations or overwriting in the Bid is not allowed. Any alterations, erasures or overwriting

shall render the Bid invalid and shall be liable for rejection. All the pages/documents of the bid should bear the signature of the bidder with date. All the entries by the bidder should be in one ink & legibly written.

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

Aforesaid Bank Guarantee shall remain valid for a period of six months after the completion of the event. Without prejudice to any remedy available to Allahabad High Court, High Court ( Lucknow Bench) may by giving 7 days notice to the Successful Bidder invoke the aforesaid Bank Guarantee for recovery of any amount (including penalty and damages) liable to be paid by Successful Bidder to the Allahabad High Court ( Lucknow Bench). The Successful Bidder shall replenish the Bank Guarantee within 7 days after its invocation by Allahabad High Court ( Lucknow Bench). In case full amount is not recovered by invocation of Bank Guarantee Allahabad High Court ( Lucknow Bench) shall have the right to recover the rest amount from Successful Bidder as arrear of land revenue.
12. **Issue of Letter of Intent:** The letter of Intent shall be issued to the selected Bidder after the announcement of name of the Successful Bidder by the Hon'ble High Court. The issuance of letter of intent shall be construed as an acceptance of offer of the Bidder by Allahabad High Court ( Lucknow Bench) and shall form a part of legal and enforceable contract between the Allahabad High Court ( Lucknow Bench) and the Successful Bidder. EMD of all the Bidders except that of Successful Bidder will be returned on their request as early as possible. EMD of the successful bidder will be returned after the signing of Contract and submission of Performance Security by the Successful Bidder and issuance of the work order by the Allahabad High Court ( Lucknow Bench).
15. **Payment condition:** Payment shall be considered due only after the satisfactory completion and conduct of work specified in this Tender and successful removal of items installed for the said work under consideration in the Contract. In case of variation in actual quantity of work from the quantity mentioned in the Agreement, the amount

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payable by the High Court shall be adjusted accordingly. Final settlement of the bill will be made, after adjustment of any advances paid or receivables due on the part of the Contractor.

16. **No interest on deposits:** No interest shall be payable on any kind of deposit (EMD or Performance Security deposit) retained by Allahabad High Court ( Lucknow Bench) during the performance of the contract or during the progression of Tender process, as the case may be. The EMD of unsuccessful bidders will be refunded without any interest.
17. **Sub Letting:** The Successful Bidder cannot assign or transfer and sub-contract its interest/ obligations under the Contract without prior written permission of the Allahabad High Court ( Lucknow Bench).
18. **Governing law and dispute resolution:** The obligation under the Contract Agreement shall be governed by and interpreted in accordance with the laws of India. All disputes or differences whatsoever arising between the Parties, out of or in relation to the meaning, scope or execution of work or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof or breach thereof, shall be settled amicably. If, however, the Parties are not able to resolve such dispute or difference amicably, the same shall be referred for Arbitration to a Sole Arbitrator, the person appointed by Senior Registrar , High Court Lucknow Bench. Decision of the Sole Arbitrator shall be binding on both the Parties. Place of Arbitration shall be Lucknow. The provision of the Arbitration and Conciliation Act, 1996 shall apply. In case any party wants to take the dispute to a Court of Law after arbitration award as aforesaid, it is expressly agreed that only the Courts at Lucknow shall have the Jurisdiction.
19. **Termination of Contract for default:** The High Court, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the contractor, terminate this contract in whole or in part.
  - a. If the Successful Bidder fails to honour the performance of the Contract within or during the time period (s) specified in the Contract, or any extension thereof granted by the Allahabad High Court ( Lucknow Bench).
  - b. If the Successful Bidder fails to perform any other obligation(s) under the Contract or unable to deliver the desired quality of work as mutually agreed upon during the signing of the Contract agreement and as specified in the said agreement which is in conformity with the general essence of the Work under this Tender; and
  - c. If the Successful Bidder, in either of the above circumstances, does not remedy his failure within a period of 2 days (or such longer period as the Allahabad High Court ( Lucknow Bench) may authorize in writing) after receipt of the default notice from the Allahabad High Court ( Lucknow Bench).

In the event, the Allahabad High Court ( Lucknow Bench) terminates the Contract in whole or in part pursuant to above para the Allahabad High Court ( Lucknow Bench) may procure upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Successful Bidder shall be liable to the High Court for any excess cost for such similar goods and services. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.
20. **Termination of Contract for Insolvency:** The Allahabad High Court ( Lucknow Bench) may at any time terminate the Contract by giving written notice to the Successful Bidder, without compensation to the Successful Bidder if the Successful Bidder becomes bankrupt or otherwise insolvent as declared by the competent Court provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the Allahabad High Court ( Lucknow Bench).
21. **Penalty for Delay:** In case Successful Bidder fails to deliver the goods and services within specified time as mentioned in this Tender Document, Penalty shall be levied as per provision of relevant clause of "Special Technical Conditions" of this Tender Document.

22 **Registration of Vehicle:** The vehicles, which will be used must have valid documents and commercial registration.

Contd... .14

23. **Safety Arrangements:** The bidder shall at his own expense arrange for safety provisions as per safety codes on Indian Standard Institution and other Rules, Regulations and laws as may be applicable in respect of labour, directly or indirectly employed in the work.  
Signature of the Tenderer in ink .

24. **Contract & others Conditions:** The high Court reserves the right to cancel the agreement by giving one month notice in writing without assigning any reason whatsoever. The contract shall be terminated if the service of the agency is not found satisfactory or the agency changes the rates of contract during the contract period, forfeiting the EMD. If the transportation of the items is not made within the stipulated period, the compensation will be payable for non-adherence by the Agency to the high court. The losses to the High Court which are directly attributable to the firm shall be deducted from the bills/adjusted from the performance guarantee. The Allahabad High Court (Lucknow Bench) may at any time terminate the Contract by giving written notice to the Successful Bidder, without compensation to the successful bidder if the successful bidder becomes bankrupt or otherwise insolvent as declared by the competent Court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Allahabad High Court (Lucknow Bench).

**Signature of the Tenderer in ink  
With Stamp & Date**

Contd... .15

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

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

**Signature of the Tenderer in ink**

**With stamp and date**

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17.

**Special Technical Conditions**



1. The work associated with this tender is essentially a service offered by the Bidder on hire basis. High Court does not intend to own the title of goods used in the said work of for packing, loading and unloading of record/files, furnitures, furnishings and other articles from present High Court Building, Kaiserbagh, Lucknow to the newly constructed New High Court Building, Vibhuti Khand (Faizabad Road), Gomti Nagar, Lucknow
2. As the work will be time bound nature, the work will have to be completed within the stipulated time frame, irrespective of holidays.
3. Successful Bidder must ensure standby arrangements at site in order to avoid crisis during the shifting. However, for all such standbys, Allahabad High { Lucknow Bench} Court would not be entertaining any extra rent, payment/claims raised by Successful Bidder at any time.
4. The Successful Bidder shall pool in adequate amount of skilled people, trained workers for the successful performance of its obligations under this Contract. The Successful bidder shall follow the applicable rules of the land in hiring/dealing with the workers employed at the site. The Allahabad High Court ( Lucknow Bench) will have no obligation towards the workers employed by the Successful Bidder. The Successful Bidder is required to appoint a person who shall be entrusted with a task of coordinating with the officers of the Allahabad High Court ( Lucknow Bench) during the period of this Contract.
5. Safety of the workers shall be the responsibility of the Successful Bidder. The Successful Bidder shall make all necessary arrangement for the safety of the workers and shall provide necessary safety equipments to all the workers while they are on work and ensure that they follow the safety instructions, without fail. The Successful Bidder shall keep the Allahabad High Court ( Lucknow Bench) indemnified in case any claim that may arise out of any untoward incident during the performance of this contract by the Bidder. The Successful Bidder should have requisite insurance plans against the risks of fire, accident, theft etc for the performance of this Contract. The Successful Bidder shall ensure that such insurance is in place prior to commencing of the services under this Contract.
6. All duties, taxes and other levies payable by the Bidder under the Contract shall be included in the Total Price. The quoted prices must be on the basis of cost of overall services offered by the Bidder on hire basis at the Allahabad High Court ( Lucknow Bench). Nothing extra or over the total price quoted by the Bidder shall be payable to the Bidder by Allahabad High Court ( Lucknow Bench).
7. The Participating bidders are required to provide details in the Technical presentation as well as quote in the Bid. The High Court shall have the liberty to choose either of these mutually exclusive options for arriving at the total Contract Value.
8. It is mandatory for the Bidders to visit the High Court, Lucknow Bench with prior appointment on the date specified in the Tender Document and carry out their own measurements/ assessment of the requirement of the High Court. Assessment of the requirement, site survey and obtaining all measurements that are required to be taken will be the sole responsibility of the Bidder. No cost shall be payable to the Bidder for this purpose. The tender for packing, loading and unloading of record/files, furnitures, furnishings and other articles from present High Court Building, Kaiserbagh, Lucknow to the newly constructed New High Court Building, Vibhuti Khand (Faizabad Road), Gomti Nagar, Lucknow is to be carried out as per specifications approved by the Competent Authority/ Committee appointed for the purpose.
9. The High Court may add/reduce/omit/delete the scale of some of the sub items mentioned under various core items of work specified in the Scope of work (Annexure-6).
10. **Time is the essence of the Contract.** The Work under this Contract is highly critical, at any stage, If it is found that the performance, quality of work and material is not satisfactory or the Successful Bidder commits breach of any terms & conditions of the Contract, the Contract is liable to be terminated by giving 7 days notice, the Performance Security will be forfeited and the work will be assigned to another Firm/Company at the risk and cost of the Successful Bidder.
11. Incomplete or conditional Bid will not be accepted. No additional terms & conditions from Bidder/Tenderer will be accepted, at any stage.
12. The Bidder must provide confirmation on the name of the Authorised Signatory and his

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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.

13. 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.

**Signature of the Tenderer in ink**

**With stamp and date**

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

(ON THE LETTER HEAD OF THE BIDDER)

Sub: Authorization for attending the Technical presentation and Bid opening on 22.4.16- for packing, loading and unloading of record/files, furnitures, furnishings and other articles from present High Court Building, Kaiserbagh, Lucknow to the newly constructed New High Court Building, Vibhuti Khand (Faizabad Road), Gomti Nagar, Lucknow

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

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

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

**Signature of the Tenderer in ink  
With stamp and date**

Contd... .20

**Rate per Trip Up & Down about 25 Km including taxes.**

The rates for 17 fit truck the facility of packing,loadin,unloading of Records / furniture and furnishings.	The rates for 22 fit truck the facility of packing, loading & unloading Records/ furniture and furnishings	The rates for 17' Truck without the facility of packing, loading & unloading Records/ furniture and furnishings	The rates for 22' Truck without the facility of packing, loading & unloading Records/ furnit-ure and furnishings

**Signature of the Tenderer in ink with stamp and date**

## Scope of Work

Annexure 6

The work under the scope of this tender involves for packing, loading and unloading of record/files, furnitures, furnishings and other articles from present High Court Building, Kaiserbagh, Lucknow to the newly constructed New High Court Building, Vibhuti Khand (Faizabad Road), Gomti Nagar, Lucknow with prior appointment on the date specified in the Tender Document and carry out their own measurements/ assessment of the requirement of the High Court. Assessment of the requirement, site survey and obtaining all measurements that are required to be taken will be the sole responsibility of the Bidder. The Bidders shall do the site visit at their own cost as High Court will not pay anything extra for such visits. Particulars of the work:

- 1 Bidder has to quote the Rate per trip up and down (about 25 kms.) (including the taxes etc.).
2. Bidder may be required to provide 1 or more truck per day on demand.
3. The work under this Tender should require the rates for 17' and 22' trucks separately with the facility of packing (in case of records/files), loading and unloading of record/files, furnitures, furnishings and other articles.
4. The work under this Tender should require the rates for 17' and 22' trucks separately without the facility of packing, loading and unloading of record/files, furnitures, furnishings and other articles.
5. *The Bidder is also required to make a presentation of the Concept Plan before the Senior Registrar of the High Court. The selection of the Firm shall be made on the basis of the experience, capability and capacity to execute the assignment and understanding of the assignment reflected in their plan and the presentation.*
6. **Evaluation of the Bids shall be made by the Committee nominated by the High Court.**
7. *During the Technical presentation requisite negotiations would be carried out which will include discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing and any suggestions made by the Bidder to improve the Terms of Reference.*

The Prospective Bidders for the said work are required to physically inspect the site on the day specified for the site inspection in the Tender Document. The Bidders are required to gauge the measurements and make their own assessment during the site visit and completely satisfy themselves with the requirement and scope of work in consultation with the Mr Vipin Kumar Yadav Mob No 8004905853 before submitting their Bids. No claim in this regard shall be entertained after the submission of Bid. After making the assessment, the Bidder shall prepare a detailed Concept plan of the work and submit the same along with the detailed Bill of Quantity in the Technical presentation. The Bidders are also required to give technical presentations of their Concept plan on the day specified or the time slots allotted to them for the Technical presentation.

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

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## **EMD BANK GUARANTEE PROFORMA**

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

**Bank GUARANTEE NO. :**

**DATED :**

1. In consideration of the High Court of Judicature at Allahabad Lucknow Bench (hereinafter called the "High Court") having agreed to accept the Earnest Money Deposit (EMD) of 1% of total assesment/assumed price) 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 packing, loading and unloading of record/files, furnitures, furnishings and other articles from present High Court Building, Kaiserbagh, Lucknow to the newly constructed New High Court Building, Vibhuti Khand (Faizabad Road), Gomti Nagar, Lucknow. We ..... (Name and address of the Bank) (hereinafter called the "Bank") at the request of ..... (Name of the Bidder) do hereby undertake to pay to the High Court acting through the Senior Registrar, High Court Lucknow Bench an amount .....against any loss or damage caused to or suffered by the High Court by reason of any breach by the Bidder of any of the terms and conditions contained in the Tender Document from the date of opening of the Bid.
2. We ..... (Name of the Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, on a demand made by the High Court that the amount claimed is due to it on account of loss or damage caused to or suffered by the High Court Lucknow Bench by reason of breach of the terms and conditions of the Tender Document by the Bidder. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, the liability of the Bank under this guarantee shall be restricted to an amount 1% of total assumed price.
3. The Bank undertakes to pay to the High Court Lucknow Bench any amount of money so demanded notwithstanding any dispute(s) raised by the Bidder in any suit or proceedings before any court or tribunal in respect thereto. The liability of the Bank under this guarantee is absolute and unequivocal. The payment so made by the Bank under this guarantee shall be a valid discharge of its liability for payment hereunder and the Bidder shall have no claim against the Bank for making such payment.
4. We ..... (Name of the Bank) further agree that the guarantee herein contained shall remain in force and valid up to a period of 3 months after the finalization of the contract and signing of the agreement.
5. We ..... (Name of the Bank) undertake not to revoke this guarantee during its validity period without the previous consent of the High Court in writing.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.
7. This guarantee shall remain valid and in full effect from .....

**Banker's Signature & Seal**

**Date:**

**Place:**

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## **PERFORMANCE BANK GUARANTEE PROFORMA**

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

**Bank GUARANTEE NO. :**

**DATED:**

Dear Sirs,

1. THIS DEED OF GUARANTEE made on this ..... day of ..... 20\_\_ between the High Court of Judicature at Allahabad Lucknow Bench (hereinafter referred to as the "High Court" which expression shall unless excluded by or repugnant to the context includes its successors) of the first part and the ..... (hereinafter referred to as the "Bank" which expression shall unless excluded by or repugnant to the context include its successors) of the second part.
2. Whereas an agreement dated ..... has been executed between the High Court and \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as "Bidder") for packing, loading and unloading of record/files, furnitures, furnishings and other articles from present High Court Building, Kaiserbagh, Lucknow to the newly constructed New High Court Building, Vibhuti Khand (Faizabad Road), Gomti Nagar, Lucknow (herein after referred to as "Agreement") and for providing service support as per the terms and conditions of the contract.
3. AND WHEREAS as per clause \_\_\_ of the Agreement, the Bidder has to furnish a Performance Bank Guarantee of 10% of the total Work Order Value i.e. Rs..... (Rupees..... ) only valid for a period of 06 months (Six months) after the completion of the entire work by way of security for the final, satisfactory completion of for packing, loading and unloading of record/files, furnitures, furnishings and other articles from present High Court Building, Kaiserbagh, Lucknow to the newly constructed New High Court Building, Vibhuti Khand (Faizabad Road), Gomti Nagar, Lucknow for providing service support as per the terms and conditions of the Agreement.

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

- 4.0. THIS DEED WITNESSES AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN PARTIES HERETO AS FOLLOWS:
  - 4.1. The Bank hereby guarantees to the High Court that the ..... (name of the Bidder) is capable of executing the Agreement to the satisfaction of the High Court. In the event of non satisfactory performance of the contract, the Bank shall indemnify and keep the High Court indemnified to the extent of 10% of the total Work Order Value i.e. Rs. .... (Rupees ..... ) only valid for a period of 06 months (Six Months) after the completion of the entire work related to Tender floated for packing, loading and unloading of record/files, furnitures, furnishings and other articles from present High Court Building, Kaiserbagh, Lucknow to the newly constructed New High Court Building, Vibhuti Khand (Faizabad Road), Gomti Nagar, Lucknow, against any loss or damage that may be caused to or suffered by the High Court on account of such non satisfactory performance of the contract and the decision of the High Court Lucknow Bench in this regard will be final and conclusive.
  - 4.2. In consideration of the aforesaid clause 4.1 and at the request of the Bidder, we the Bank hereby irrevocably and unconditionally guarantee that the Bidder shall perform in an orderly manner its contractual obligations in accordance with the terms and conditions set forth in the Agreement and in the event of the Bidder's failure to do so, the Bank shall unconditionally pay to the High Court, on demand, any amount up to the value mentioned in clause 4.1, without any reference to the Bidder and without questioning the claim.
  - 4.3. In the event of non-satisfactory performance of the contract, the decision of the High Court in this regard shall be final and conclusive and binding on the Bank without

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demur. The Bank shall pay forthwith the amount demanded by the High Court not

withstanding any dispute, if any, between the High Court Lucknow Bench and the Bidder.

- 4.4. The Bank further agrees that the guarantee herein shall remain in force during the period mentioned in Clause 4.1 above and also any extended period provided by the High Court Lucknow Bench beyond the aforesaid period.
- 4.5. This Guarantee shall not be affected by any change in the constitution, amalgamation, absorption or reconstitution of the Bidder or the Bank.
- 4.6. The Bank undertakes not to revoke this guarantee at the instance of the Bidder for any reason whatsoever.
- 4.7. The Bank further agrees that in order to give full effect to the Bank guarantee, the High Court shall be entitled to act as if the Bank were its principal debtors in respect of its claim against the Bidder and the Bank hereby expressly waives all its rights of surety ship and other rights, if any, which are in any way inconsistent with this Guarantee.

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

COUNTERSIGNED

Signature:

Name:

Designation:

Organization:

Signature:

Name:

Designation:

Organization: