

Tender Document

For

**Composing, Designing and Colour Printing of Souvenir on the
occasion of Sesquicentennial celebrations of High Court of
Judicature at Allahabad**

Tender no. 01/HIGH COURT/2015/Sesquicentennial Celebration/Souvenir Printing

HIGH COURT of Judicature at Allahabad
Civil Lines, Allahabad- 211017
Ph.: 2422335-37, Fax: 0532-2420152
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I - INVITATION FOR BIDS

Sealed Bids are invited, in two Bids format, from reputed and eligible Bidders for Composing, Designing and Colour Printing of Souvenir on the occasion of Sesquicentennial celebrations of High Court of Judicature at Allahabad. Bids are invited for the work mentioned hereunder:

S.No	Item	Description
1	Scope of Work	Tender for Composing, Designing and Colour Printing of Souvenir on the occasion of sesquicentennial celebrations of High Court of Judicature at Allahabad. Detail of the scope of work is mentioned in Annexure-4
2	Cost of Tender Document	Rs 5,000/- (non-refundable) payable by Demand Draft of any Scheduled Bank in favour of Registrar General, High Court Allahabad, payable at Allahabad
3	Sale of Tender Document	On any working day between 3 rd September, 2015 to 1 st October, 2015 from office of Deputy Registrar Nazarat, High Court of Judicature at Allahabad (Timing : 10:30am to 4:30pm). Tender forms can be downloaded from the Official web site of High Court of Judicature at Allahabad (www.allahabadhighcourt.in) and also from central public procurement portal http://eprocure.gov.in
4	Pre Bid meeting	17th September, 2015 04.30 pm at Computer Centre, Allahabad High Court
5	Last date of submission of Bid	3rd October ,2015 by 1.00 pm
6	Date & time of opening of Technical Bid	3rd October, 2015 at 4.15 pm
7	Date & time of opening of Financial Bid	7th October, 2015 at 4:30PM or on any subsequent date that would be published on the official website of the Allahabad High Court
8	Earnest Money Deposit	Rs 2,50,000/- as 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 Annexure-7
9	Performance Security	10% of total amount of the contract value in the form of a Bank Guarantee in the format prescribed for performance Bank Guarantee in the Tender Document as Annexure-8
10	Place of opening of Tender	Computer Centre, 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 . Bidders/Tenderers are advised to visit the website regularly during this period. In case of any query please write to Registrar General, High Court of Judicature at Allahabad, Civil Lines, Allahabad- 211017

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

II- GENERAL TERMS AND CONDITIONS

The general terms and conditions to be followed for Bidding in the “Composing, Designing and Colour Printing of Souvenir on the occasion of Sesquicentennial celebrations of High Court of Judicature at Allahabad” contract are as follows:

1. **Eligibility Criteria:** Bidder must have the following to be eligible to qualify in the Tender process:
 - 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 printing and publishing with minimum experience of 05 (FIVE) years. The Bidder should have sufficient Infrastructure, technical expertise and financial strength to undertake the Contract.
 - b) Must not be black listed by the Government or any Government entity.
 - c) The Bidder/Tenderer should have experience of similar multi-colour printing work of souvenirs/ magazines/ scientific bulletin etc. The Bidder/ Tenderer must have executed at least three work of this nature with minimum value of Rs.50.00 Lacs (Fifty Lacs), (Attach completion certificates).
 - d) Annual average turnover of Rs 3.75 crore (Three Crores Seventy Five Lacs) from printing in the past 3 financial years i.e 2012-2013, 2013-2014 and 2014-2015 (attach balance sheet and certificate from an auditor to state that the annual average turnover was Rs Rs 3.75 crore from printing in the past three financial years).
 - e) All the Printing works like Page layout, Positive making, Plate making, Printing, Lamination and Binding should be done with the Press/in house only. Bidders without these facilities are liable for rejection on Inspection.
 - f) Successful Bidders should have a contact person deputed locally in Allahabad (U.P.).

NOTE:

- i. The list of available facilities with the Bidder MUST be submitted along with the Bid.
- ii. 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.
- iii. 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 financial Bid, including item-wise and final Bid

Price of the items listed. All duties, taxes/ incidental charges and other levies payable by the contractor under the Contract shall be included in the final Bid price. The quoted prices must be on F. O. R. High Court Allahabad basis. 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.

4. **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 Composing, Designing and Colour Printing of Souvenir on the occasion of Sesquicentennial celebrations of High Court of Judicature at Allahabad**" 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 Composing, Designing and Colour Printing of Souvenir on the occasion of Sesquicentennial celebrations of High Court of Judicature at Allahabad**" with the name, addresses and telephone number of the Bidder. Both these envelopes shall be sealed in one main envelope super-scribed "**Bid for Composing, Designing and Colour Printing of Souvenir on the occasion of Sesquicentennial celebrations of High Court of Judicature at Allahabad**" with the name, address and telephone number of the Bidder clearly shown on the envelope. Failure to comply with these instructions will amount to disqualification of the Bidder.
5. Alterations or overwriting in the Bid is not allowed. Any alterations, erasures or overwriting shall render the Bid invalid and shall be liable for rejection.
6. Technical specifications mentioned in Annexure-2 of this Tender Document are the minimum Technical requirement.
7. **Deadline for Submission of Bids:** Bids must reach Allahabad High Court at the address specified but not later than the time and date specified in the "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 appointed time on the next working day.
8. **Late Bid:** Any Bid received after the deadline for submission of Bids prescribed by Allahabad High Court, will not be accepted and returned unopened to the Bidder.
9. **Validity period of Bid:** The Bid submitted shall remain valid for 180 days from the date of opening of Technical Bid (part-1). In exceptional circumstances, the Allahabad High Court may request the consent of the Bidder for an extension to the period of Bid validity. In case of extension of Bid validity period of the tender offer, 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 executes the Contract Agreement within 10 days of issue of letter of intent by Allahabad High Court;
 - b) Fails to furnish performance security within one week of the signing of the Contract Agreement;
 - c) If the Bidder adopts unfair practices to influence the outcome of the Bid process.

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 within one week of signing of the 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. The work order will only be issued after signing of the contract agreement and submission of performance security.

Aforesaid Bank Guarantee shall remain valid throughout the execution of the contract and warranty period of two months after the date of delivery of Volume II. Without prejudice to any remedy available to Allahabad High Court, Allahabad High Court may by giving 07 days notice to the Successful Bidder invoke the aforesaid Bank Guarantee for recovery of any amount (including penalty and damages) payable by Successful Bidder to the Allahabad High Court. The Successful Bidder shall replenish the Bank Guarantee within 07 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 of the amount from Successful Bidder as arrear of land revenue.

12. Service support requirement:

- a) Time is the essence of the Contract. Successful Bidder will ensure that the deliverables are ready before the assigned date i.e. one week prior to the date specified for delivery in the Tender Documents. The tentative date of delivery of Souvenir-1 is 19th of January 2016 (before the Sesquicentennial Celebration in the year 2016) and that of Souvenir-2 is 30th of April 2017 (after all the events of the Sesquicentennial Celebrations are over); Failure to comply with this condition may result in:
 - i. Imposition of penalty as specified in the Tender Document subject to a maximum of 10% of the Contract value.
 - ii. The High Court shall be free to get the work completed from some other vendor and the differential amount paid to the that engaged vendor will be recovered from the successful Bidder;
 - iii. Forfeiture of Performance Security.
 - iv. The Bidder will be blacklisted from participating in future Tenders of Allahabad High Court.
- b) The Bidder will arrange for 10% extra copies at a notice of 03 (Three) days at all time; the extra copies will be paid based on the per copy rate accepted by the Competent Authority while sanctioning the Financial Bid. The extra copies shall be printed by the Successful Bidder only after receiving notice in writing from the High Court.
- c) The deliverables will be examined by the Competent Authority for quality and quantity. In case the quality is not in compliance with the specifications given in the Tender Document/ contract agreement, the Bidder will be asked to replace the same. In case the Bidder fails to rectify the defect the same will procured from the market and the difference in cost will be recovered from the Bidder.
- d) The Successful Bidder from time to time shall brief the Competent Authority regarding the progress of the Printing work (including the design and content in the soft copy). The Competent Authority shall have right to inspect the facilities of the Successful Bidder to verify the progress of printing work at his/her own convenience.

13. **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 High Court. The issuance of letter of intent shall be construed as an acceptance of offer of the Bidder by Allahabad High Court and shall form a part of legal and enforceable contract between the Allahabad High Court and the Successful Bidder. EMD of all the unsuccessful Bidders shall be returned on the request made by the unsuccessful bidder(s). EMD of the successful bidder shall be returned after signing of the contract agreement and submission of Performance Security.
14. **Payment condition:** Payment shall be considered due only after the satisfactory completion of printing works and successful delivery of items under consideration of the Contract. **No advance payment will be made.** The payment to the Successful Bidder will be done in two parts, each coinciding with the time of delivery of volume-1 and volume-2 of the souvenirs and as per the actual numbers of copies/pages printed and the agreed rates thereof. In case of variation in actual number of copies/pages in the souvenirs from the number of copies/pages mentioned in the Contract Agreement, the amount payable by the Allahabad High Court shall be adjusted accordingly. Final settlement of the bill will be made, subject to applicable taxes prevailing at the time of final disbursement.
15. **No interest on deposits:** No interest shall be payable on any kind of deposit (Performance Security deposit or EMD) retained by Allahabad High Court during the performance of this contract or during the progression of Tender process, as the case may be.
16. All Intellectual Property prepared or produced by the Successful Bidder during the execution of the Contract shall be the sole and exclusive property of Allahabad High Court and shall survive even the termination of the Contract Agreement. In case the Contract gets terminated mid way for any reasons whatsoever and any printed matter or work of utility to Allahabad High Court is produced, the Allahabad High Court at its discretion may keep it for itself in consideration of payment to the Successful Bidder, the amount of money as may be mutually agreed and considered reasonable as per rates provided in work order.
17. The Successful Bidder shall not use any copyrighted material in the design and printing of the Souvenir without obtaining proper consent/ rights from the owner of that Copyrighted material at his/her own cost. The Successful Bidder shall indemnify and keep indemnified the Allahabad High Court against all claims, proceedings, expenses, damages, costs, charges etc. which may arise in consequence of use of Copyrighted material of third party by the Successful Bidder.
18. **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.
19. **Warranty:** The Successful Bidder shall give warranty that the goods to be supplied shall be free from all defects and faults in material and workmanship and shall be of the highest grade and consistent with the established and generally accepted standards for the material of the type sought through the order and shall be in full conformity with the specifications mentioned in this Tender Document. A normal warranty period of two months shall be applicable after the delivery of each volume (volume I & II), as specified in the work order. The Successful Bidder will be responsible for any defects and shall remedy such defects at his own cost, during the warranty period.

20. **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 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.
21. **Force Majeure:** If any time, during the continuance of the Contract, the performance in whole or in part by either Party under obligation as per the Contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to as "Force Majeure"), which is not in the control of the 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 21 days notice to the other Party. In such an event the Contract may also be terminated by mutual consent of both the Parties.
22. **Termination of Contract for default:** The Allahabad High Court, may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the successful bidder, terminate the contract in whole or in part.
- If the Successful Bidder fails to deliver any or all the goods within the time period (s) specified in the Contract, or any extension thereof granted by the Allahabad High Court.
 - If the Successful Bidder fails to perform any other obligation(s) under the Contract; and
 - If the Successful Bidder, in either of the above circumstances, does not remedy his failure within a period of 7 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, goods similar to those undelivered and the Successful Bidder shall be liable to the Allahabad High Court for any excess cost for such similar goods. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.
23. **Termination of Contract for Insolvency:** The Allahabad High Court 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.

24. **Penalty for Delay:** In case Successful Bidder fails to deliver the Souvenir within specified time as mentioned in this Tender Document, Penalty shall be levied as per provision of clause (2) of “Special Technical Conditions” of this Tender Document.

III- BID OPENING AND EVALUATION OF BIDS

1. **Opening of Bids:** Technical Bid will be opened first, by the Committee constituted for the purpose by the Allahabad High Court. The Committee will open Financial Bid only of those Bidders who are found to be eligible on the basis of the Technical Bid 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 evidencing their attendance. In case, the Financial Bid is not opened on the date 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 of the Allahabad High Court.
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 not substantially responsive, the Competent Authority will reject it and only the substantially responsive Bids will be considered.
4. The process of **evaluation of Bid** is as follows:
 - a. The Committee, appointed by the Allahabad High Court, will first verify that the Tender fee and EMD for Bid Security is in order and as per requirement of the Bid. The Committee will examine the Bid on Eligibility Criteria as specified. The scrutiny of technical proposals will be based on the Evaluation Criteria determined by the Hon'ble Committee.
 - b. The Financial Bid of only those Bidders will be opened whose Technical Bids are substantially responsive and approved by the Committee. The Financial Bid will be opened on the day specified for the opening of Bid. The Committee, appointed by the Allahabad High Court, will open the Financial Bids of eligible Bidders and scrutinize the same minutely.
 - c. After thorough scrutiny of the proposal as per the requirement of the Allahabad High Court, the Allahabad High Court may accept the Bid price of the Bidder whose Bid is found to be the lowest in terms of cost or which is most technically viable or any other Bid found suitable or reject any or all of the Bids, without assigning any reasons thereof. The decision of the Committee in this regard shall be final and binding. The Committee reserves the right of negotiation with the lowest Bidder.
 - d. The Successful Bidder shall be required to enter into Contract Agreement with Allahabad High Court for executing the work. Contract Agreement shall be valid for the entire period of the execution of the contract and warranty period of two months after delivery of volume II, from the date of execution of Contract Agreement.
5. **Contacting the Competent Authority:** Any effort on part of a Bidder to influence the Competent Authority or members of Technical/Monitoring Committee, in its decisions on Bid evaluation; Bid comparison or Contract award 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 Sesquicentennial celebrations are planned for year 2016 as such the timelines mentioned in the Price Bid are tentative in nature and may be changed during the course of time. Any change in the time lines of the delivery of printed material shall be provided in the work order or communicated to the Bidder well in advance keeping in view the convenience of the Bidder. As of now the Financial Bid format (Annexure-3)/ Scope of Work (Annexure-4) states the time period of completion of work and delivery schedule. The Bidder shall comply with the timelines.
- c. 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. The Bidder will also be blacklisted from participating in future Tenders of Allahabad High Court.
- d. The inner and outer envelopes shall be addressed to the Registrar General at the following address: Registrar General, High Court of Judicature at Allahabad, Civil Lines, Allahabad - 211017. 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 Allahabad High Court 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.

IV - SPECIAL TECHNICAL CONDITIONS

1. The Successful Bidder has to carry out the printing works based on the rate contained in the work order issued by the Allahabad High Court.
2. The delivery period will be within 15 days from the completion of final proof reading and approval of the draft/design (to be done by the Competent Authority appointed by the High Court) or on the date specified in this Tender Document. The material should be submitted for proof reading within one week from the date of collection of the matter for printing. A penalty of 2% of the total value of the work order (subject to the maximum of 10 % of the total value of the work order) will be levied for delay per week or part thereof for not delivering the final printed items in time.
3. As the items of work will be urgent and time bound nature, the work will have to be completed within the stipulated time frame, irrespective of holidays.
4. The delivery of copies of printed souvenirs and envelopes neatly packed should be made at Allahabad High Court. Prices quoted must be on F.O.R. Allahabad High Court, Allahabad basis.
5. 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 finished and landed material at the Allahabad High Court. Nothing extra or over the Total price quoted by the Bidder shall be payable to the Bidder by Allahabad High Court.
6. The matter for printing is to be collected from the Competent Authority appointed by the Allahabad High Court. The Competent Authority shall examine the draft of soft copies and/or samples of the final composed and designed material whenever required and the printing has to be carried out as per specifications approved by the Competent Authority.
7. The representative of the Successful Bidder will have to pick-up the material for printing / photography etc with prior approval or consent from the Competent Authority appointed by Allahabad High Court for the purpose. No cost shall be payable to the Bidder for this purpose. The Bidders may visit the Allahabad High Court for taking Picture through their camera if required, only with the prior permission from the Competent Authority. The representative of the Successful Bidder shall not collect any document/ photograph from Allahabad High Court which is not intended for publication under the Contract.
8. The Successful Bidder will ensure that proofs are shown to the Competent Authority and got approved in writing before final printing. In case the printing is done without getting the proofs approved and there is any error in the printing, the Allahabad High Court will not accept such work and no payment will be made for such work. The Successful Bidder has to rectify the error at no extra cost.
9. Quality of printing/paper is of vital importance. Any shortfall in the quality of printing/paper will not be accepted and the Successful Bidder may be asked to undertake the work again at no extra cost.
10. If at any stage, it is found that the performance, quality of work and paper is not satisfactory or the Successful Bidder has committed breach of any terms & conditions of the Contract, the Contract is liable to be terminated by giving 7 Days notice, in such event 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. The Bidder/Tenderer should have the experience of Printing and safekeeping, such large volumes of printed work (a list of similar jobs executed should be submitted along with Technical Part of the Bid).
12. A soft copy of the final product of each publication in PDF format along with the other source files have to be submitted /returned back to the Allahabad High Court.
13. The Allahabad High Court reserves the right to visit the printing facility of the Bidder before finalizing the Bid and also during the period of Contract.
14. Incomplete or conditional Bid will not be accepted.
15. List of machines to be used for the printing works to be enclosed.
16. 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.
17. Non-compliance of the terms & conditions and technical requirements in its entirety as provided in the Tender Document may lead to rejection of Bid.
18. Any additional advanced features of the printing works and accessories can be quoted with full details and specifications (optional).
19. The Bidder/Tenderer is required to quote for supply of the Printing Works for all the items as listed in specifications along with compliance of the terms and conditions.
20. The Bidder/Tenderer must agree to all the technical terms and conditions of this Tender Document, as mentioned in the Technical proposal. Conditional Bid in any ways is not acceptable. No additional terms & conditions from Bidder/Tenderer will be accepted, at any later stage.
21. The consultation, composing, designing and editing work, expected to be done by Successful Bidder during the performance of the Contract will be assumed as the integral part of printing work/ performance of the Contract and no extra payment will be made for claim against such work by the Successful Bidder.
22. In case the Contract gets terminated for any reasons attributable to be on the part of Successful Bidder, the Allahabad High Court shall recover any loss incurred, from the Performance Security. If this loss happens to be more than the amount of the Performance Security, then the Allahabad High Court may recover the rest of the amount as arrear of land revenue keeping in view the Publication work for sesquicentennial celebrations by the Successful Bidder.

Signature of the Tenderer in ink

With stamp and date

TECHNICAL BID

GENERAL INFORMATION (Part of the Technical Bid)

(ON THE LETTER HEAD OF THE BIDDER)

A).

S. No	Item	Description (to be filled in by the Bidder/Tenderer)
1	EMD Details Instrument No: and date: Amount in Rs. Name of the Bank and Branch:	
2	Name and Address of the Bidder/Tenderer	
3	Fax	
4	e-Mail	
5	Mobile	
6	Registration and incorporation particulars of the Bidder/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	Sales Tax/Commercial Tax/ CST nos.	
10	Income Tax PAN/GIR No.	
11	Yearly Turnover of the last 3 financial years(i.e 2012-2013, 2013-2014 and 2014-2015)	
12	Name and Address of the Banker	
13	List of major clients with contact details and the size of orders executed (Completion Certificates to be attached)	
14	Any other information document: please specify	

Note: Pl. attach copies of the relevant documents/certificates. 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. detailing facilities and machinery / Editing and designing tools/ Softwares available with firm/company etc..
- ii. The sample papers are to be attached with Bid, along with the description of the paper viz brand, make and gsm etc.
- iii. Some sample copies of Souvenirs and magazines printed by the Bidder/Tenderer in the recent past. The samples provided must be satisfactory both in terms of printing quality and editorial work.

Note:

1. *The Bidder/Tenderer may be required to give technical presentation of the proposed printing as part of the technical qualification criteria.*
2. *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 Bidder/Tenderer in ink

With stamp and date

Signature of the Bidder/Tenderer in ink
with stamp and date

MINIMUM TECHNICAL REQUIREMENT

Work details	Composing, Designing and Colour Printing of Souvenir on the occasion of Sesquicentennial celebrations of High Court of Judicature at Allahabad	
	Name of Book	Souvenir
1	Quantity	5000 Souvenir books in each volume I & II
2	Number of Pages	500 approx in Volume I and 200 pages approx in Volume II
3	Book Size	9"x12" Finish Size
4	Colour	4 Colours
5	Page Setting	Text and Photographs layout
6	Binding	Section thread sewing hard bound and full case with Jacket
7	Fabrication	Gold foiling on cover and jacket, bookmark to be attached
8	Paper	Text Paper – 150/170 G.S.M. Gloss art paper Jacket Paper – 170/210 G.S.M. Gloss art paper
9	CD of Souvenir – of reputed and leading brands like SONY, SAMSUNG etc., to be placed inside each souvenir	

Note –

- *Text matter and photographs will be provided*
- *No. of pages can be increased or decreased that will be paid on prorata basis.*
- *The specifications mentioned above are minimum required. The Bidders may quote their best offerings in the Financial Bid and attach the samples of their proposed specifications in the Technical Bid with proper markings.*

Signature of the Bidder/Tenderer in ink

With stamp and date

FORMAT FOR SUBMITTING FINANCIAL BID

For Composing, Designing and Colour Printing of Souvenir on the occasion of sesquicentennial celebrations of High Court of Judicature at Allahabad

S. No	Particular	Quantity	Rate (inclusive of all applicable taxes/levies and other charges)	Total amount in Rupees	
				In Figures	In words
1	Printing Souvenir volume-I as per the specification mentioned in 'Minimum Technical Requirement' (annexure-2) with an option of:				
a	150 GSM Text Paper and 170 GSM Jacket Paper.	5000 copies of Souvenir Vol-I (having approx. 500 pages each)			
b	170 GSM Text Paper and 170 GSM Jacket Paper.				
c	150 GSM Text Paper and 210 GSM Jacket Paper.				
d	170 GSM Text Paper and 210 GSM Jacket Paper.				
Final proof reading date: 4th January 2016 Delivery Date: 19th January 2016 at the office of Registrar General, ALLAHABAD HIGH COURT					
2	Printing Souvenir volume-II as per the specification mentioned in 'Minimum Technical Requirement' (annexure-2) with an option of:				
a	170 GSM Text Paper and 170 GSM Jacket Paper.	5000 copies of Souvenir Vol-II (having approx. 200 pages each)			
b	150 GSM Text Paper and 170 GSM Jacket Paper.				
c	170 GSM Text Paper and 210 GSM Jacket Paper.				
d	150 GSM Text Paper and 210 GSM Jacket Paper.				
Final proof reading date: 15th April 2017 Delivery Date: 30th April 2017 at the office of Registrar General, ALLAHABAD HIGH COURT					

* Samples of the technical specifications offered by the bidder is to be attached in the technical bid with proper marking.

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

We agree to supply the above goods in accordance with the technical specifications within the period specified for a consideration of total contract price as mentioned against option, which would be opted by the Allahabad High Court. We also confirm that the normal commercial warranty of two months shall apply to the offered goods.

Signature of the Bidder/Tenderer in ink

With stamp and date

SCOPE OF THE WORK

The work under the scope of this tender involves Composing, Designing, Colour Printing and supply of Souvenirs in two volumes including the accompanying materials like CD's for the occasion of sesquicentennial celebrations of High Court of Judicature at Allahabad.

The Successful Bidder who shall subsequently enter into an Agreement for the execution of the said work shall have to collect all the relevant documents, drafts, photographs from the Competent Authority appointed by the Allahabad High Court. The Successful bidder has to process, compose and design the copy of the said collected material for printing, into a sample draft for proof reading by the Competent Authority before final printing. The Successful bidder has to take Photograph of the places /material, whatever desired by the Competent Authority.

The technical specifications for the finished goods to be supplied shall be as per the "Minimum Technical Requirement" (Annexure-2) of this Tender Document or the higher specifications offered 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.

Time is the essence of the contract and the printed material/finished goods are to be delivered strictly, as per the time schedule mentioned in the tender document. The Printed material/ finished goods to be supplied under this Contract, is to be delivered at the office of Registrar General, Allahabad High Court. The tentative dates for final proof reading and delivery of both the volumes of the Souvenir and other materials shall be as mentioned in the Financial Bid format (Annexure-3) of this Tender Document.

The Number of Pages/Copies of the Printed material is tentatively fixed as mentioned in the Financial Bid format (Annexure-3) of this Tender Document. Given the nature of the work and the creativity in designing by the Successful Bidder, the actual number of copies/pages in the souvenirs from the number of copies/pages mentioned in the Financial Bid format (Annexure-3) of this Tender Document may vary and the same shall be worked out mutually. The decision to accept or reject any change in the number of pages per copy which may be proposed by the successful bidder on the basis of the design proposed by the bidder rests purely with the Allahabad High Court. The compensation to the Successful Bidder in case of changes in the number of pages/copies shall be as per the unit rates derived from the agreed rates in the Contract Agreement.

Services like Consultation, Editing, Formatting, Spell check, Photography and Designing etc offered by the Successful Bidder, shall be considered as the non-separable, integral part of the work and essential for the successful execution of this work under this Contract.

Signature of the Bidder/Tenderer

With stamp and date

LETTER FOR SUBMISSION OF TENDER

To

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

Subject: Tender for Composing, Designing and Colour Printing of Souvenir on the occasion of sesquicentennial celebrations of High Court of Judicature at Allahabad, against Tender No.01 /HIGH COURT/2015/ Sesquicentennial Celebration/Souvenir printing

Dear Sir,

Having examined the Tender Document as a whole relating to the Composing, Designing and Colour Printing of Souvenir on the occasion of sesquicentennial celebrations of High Court of Judicature at Allahabad 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 execute or complete the work 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 2,50,000/- (Rupees Two Lacs Fifty Thousand) only

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

or

2. By Bank Guarantee No dated issuing Bank Branch

I/we further confirm that –

- i. The general terms and conditions of the Tender Document have been fully examined and full cognizance taken thereof in arriving at the price/ Tendered sums contained therein in my/ our Tender.
- ii. I/ We confirm that we satisfy the qualifying criteria as prescribed in the Tender Document and have attached the requisite documents as documentary proofs. In case you require any further information/documentary proof in this regard during evaluation of our Bid, we agree to furnish the same in time to your satisfaction.
- iii. I/we have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling orders of this value.
- iv. I/we have sufficient qualified manpower and necessary materials to execute the Contract efficiently in the specified time schedule.
- v. The quoted rates shall be valid for not less than 180 days from the date of opening of Technical Bid of this Bid.
- vi. I/we further confirm that all the pages of the Tender Document have been read, understood and signed and there is no deviation/discrepancy.
- vii. I /We further declare that the prices stated in our proposal are in accordance with your Terms & Conditions in the Tender Document. We further understand that the quantities as specified in this Tender may vary at the time of award of the Contract.

- 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 for the amount of 10% of the total Contract/ Order value (the format of Performance Bank Guarantee is provided in the Tender Document at Annexure-8).
- ix. I /We hereby declare that in case the Contract is awarded to us, we agree with payment terms specified in the Tender Document.
- x. It is being certified that all information provided in this Bid is 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 in this Bid for gaining unlawful advantage.
- xi. I /We assure the Allahabad High Court that neither I /We, nor any of my /our workers, will do any act which is improper / illegal during the execution of contract in case the Contract is awarded to us.
- xii. I /We assure the Allahabad High Court that I / We will NOT be outsourcing any work specified in the Tender Document, to any other person whether incorporated or not, without prior permission from the Allahabad High Court.
- 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 the Bidder/Tenderer

With stamp and date

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 Bid for Composing, Designing and Colour Printing of Souvenir on the occasion of sesquicentennial celebrations of High Court of Judicature at Allahabad.

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 Bidder/Tenderer in ink
With stamp and date

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. 2,50,000/- (Rupees Two Lacs fifty 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 fulfillment of the terms and conditions of the Tender Document published for the **Composing, Designing and Colour Printing of Souvenir on the occasion of sesquicentennial celebrations of High Court of Judicature at Allahabad.**

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. 2,50,000/- (Rupees Two Lacs fifty 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. 2,50,000/- (Rupees Two Lacs fifty 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 one month after the finalization of the contract and signing of the agreement.

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

6. This guarantee will not be discharged due to the change in the constitution of the Banker 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 is 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 agreement dated has been executed between the High Court and _____ having its registered office at _____ (hereinafter referred to as "Bidder") for the **Composing, Designing and Colour Printing of Souvenir on the occasion of sesquicentennial celebrations of High Court of Judicature at Allahabad** (herein after referred to as "Agreement") and for providing service support as per the terms and conditions of the agreement.
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 during the period of the execution of the contract and warranty period of two months after the date of delivery of Volume II, by way of security for the final, satisfactory Supply of printed materials, at High Court and for providing service support as per the terms and conditions of the Agreement.

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

4.0. THIS DEED WITNESSES AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN PARTIES HERETO AS FOLLOWS:

4.1. The Bank hereby guarantees to the High Court that the (name of the Bidder) is capable of executing the Agreement to the satisfaction of the High Court. In the event of non satisfactory performance of the contract, the Bank shall indemnify and keep the High Court indemnified to the extent of 10% of the total Work Order Value i.e. Rs. (Rupees) only, valid during the period of the execution of the contract and warranty period of two months after the delivery of Volume II, 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 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. The Bank shall, without demur, 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: