

**HIGH COURT OF JUDICATURE AT ALLAHABAD**

**Short Term Tender Notice**

**(04/HIGH COURT/2016/Sesquicentennial Celebration/  
Electrical Illumination)**

Sealed tenders are invited in two bid system from eligible and reputed bidders for award of contract for **Electrical Illumination of High Court Building on the occasion of Sesquicentennial celebrations of High Court of Judicature at Allahabad.**

The tender document can be downloaded from the official website of the High Court at <http://www.allahabadhighcourt.in> For more information, please visit the website of the Allahabad High Court.

Interested and eligible Bidders may submit their Bid either personally or by post (registered or speed post)/courier to the Registrar General, Allahabad High Court, Allahabad, U.P. - 211017, so as to reach the Allahabad High Court on or before **11.02.2016 by 1.00 p.m.** High Court reserves the right to reject any or all the Bids without assigning any reason thereof.

Sd/-

**Registrar General**

**03.02.2016**

# **Tender Document**

**For**

**Electrical Illumination of High Court Building on the occasion of  
Sesquicentennial celebrations of High Court of Judicature at  
Allahabad**

Tender no.04/HIGH COURT/2016/Sesquicentennial Celebration/ Electrical  
Illumination

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

Tender for Electrical Illumination of High Court Building on the occasion of sesquicentennial celebrations of High Court of Judicature at Allahabad

*(Tender no. 04/HIGH COURT/2016/Sesquicentennial Celebration/Electrical Illumination)*

### **Invitation for Bids**

Sealed Bids are invited, in two Bids format, from reputed and eligible Bidders for Electrical Illumination of High Court Building 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 Electrical Illumination of High Court Building on the occasion of sesquicentennial celebrations of High Court of Judicature at Allahabad. Detail of the Scope of work is annexed at <b>Annexure-7</b>
2	Period of Electrical Illumination	From 12.03.2016 to 19.03.2016
3	Cost of Tender Document	Rs 1,000/- (One Thousand Only) ( <b>non-refundable</b> ) payable by Demand Draft of any scheduled Bank in favour of Registrar General, High Court Allahabad, payable at Allahabad.
4	Procurement of Tender Document	Tender document can be downloaded from the official website of Allahabad High Court <a href="http://www.allahabadhighcourt.in">www.allahabadhighcourt.in</a> .
5	Site Visit	The site inspection by the prospective Bidders is mandatory. Bidders may take appointment and visit the site any day between 3 <sup>rd</sup> & 10 <sup>th</sup> of February, 2016 during office hours 10:00am to 4:00pm. The appointments may be obtained from Mr. Ashish Srivastava, (Registrar Protocol), Mob: 9415218422 for their Visit.
6	Last date of submission of Bid	11.02.2016, by 1.00 pm
7	Date of opening of Technical Bid	11.02.2016, at 4.15 pm
8	Date of Technical Presentation	The date of technical presentation shall be 12.02.2016. 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 Technical Bid.
9	Date of opening of Financial Bid	The Financial Bid will be opened at 4.15 pm on 12.02.2016 or on the day of conclusion of all the technical presentations.
10	Earnest Money Deposit	Rs. 50,000/- (Fifty Thousand Only) 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 <b>Annexure-8</b>
11	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 <b>Annexure-9</b>
12	Place of opening of Tender	New Conference room, Allahabad High Court
	Address for communication	Registrar General, High Court of Judicature at Allahabad, Civil Lines, Allahabad- 211017

Note

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

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

Signature of the Tenderer in ink  
with stamp and date

**Letter for Submission of Tender**

**To**

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

**Subject:** Tender for Electrical Illumination of High Court Building on the occasion of sesquicentennial celebrations of High Court of Judicature at Allahabad, against Tender No. 04/HIGH COURT/2016/ Sesquicentennial Celebration/Electrical Illumination

-----

Dear Sir,

Having examined the Tender Document as a whole relating to the Electrical Illumination of High Court Building 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 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 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 50,000/- (Fifty Thousand) only

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

or

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

and the information required, is as per annexures attached.

I/we further confirm that –

- i. All the terms and conditions mentioned in the Tender Document have been fully examined and full cognizance 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/ 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 90 days from the date of opening of Technical Bid (part-1) 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.
- 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

- 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-9**).
- ix. I /We hereby declare that in case the contract is awarded to us, we agree with the payment terms specified in the Tender Document.
  - x. It is being certified that all information provided in 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 with 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, 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 without the written permission of Allahabad High Court, 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 the Tenderer  
With stamp and date

**TECHNICAL BID**

**GENERAL INFORMATION (Part of the Technical Bid)**

*(ON THE LETTER HEAD OF THE BIDDER)*

A).

<b>S. No</b>	<b>Item</b>	<b>Description (to be filled in by the Tenderer)</b>
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 Number	
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 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 events undertaken . viz name of the client with contact details, place, date, and event description etc.

*Note:*

1. *The Bidder/Tenderer may be required to give technical presentation of the proposed Electrical Illumination work 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 Tenderer in ink  
With stamp and date

**TECHNICAL BID**

**TECHNICAL INFORMATION (Part of the Technical Bid)**

B). Technical Drawings/ Computer generated 3-D graphics/ Photographs related to the proposed Electrical Illumination plan is to be attached by the Bidder.

*(Note: The Electrical Illumination work on the main dome of the Allahabad High Court Building should follow the pattern of decorative lighting of the dome of the Rastrapati Bhawan as evident on 26<sup>th</sup> January every year. The corners, arches, corridors etc of the Building are to be illuminated in a manner similar to the decorative lighting of Mysore Palace.)*

**TECHNICAL BID**

**TECHNICAL INFORMATION (Part of the Technical Bid)**

C).Details of the materials planned to be used by the Bidder for Electrical Illumination of the Building.

Sl. no	Item	Brand/ Make	Description of the Item (Technical detail)	Quantity proposed to be used
1.				



## **General Terms and Conditions**

The general terms and conditions to be followed for Bidding in the “Electrical Illumination of High Court Building 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:
  - 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 Electrical Illumination works 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 any Government or Government entity. Self declaration to be submitted with the Bid
  - c) The Bidder/ Tenderer should have experience of similar Electrical Illumination work for reputed clients. The Bidder/ Tenderer must have executed at least two works of this nature with minimum value per work of Rs 15 Lacs (Fifteen Lacs) (Attach completion certificates) during last five years.
  - d) Annual average turnover of Rs 10 Lacs (Ten Lacs) from Electrical Illumination work in the past 3 financial years i.e 2012-2013, 2013-2014 and 2014-2015 (attach balance sheets or certificate from an auditor to state that the annual average turnover was Rs 10 Lacs (Ten Lacs) from similar work in the past three financial years).
  - e) Successful Bidders should have a contact person deputed locally in Allahabad (U.P.) who shall be coordinating with the Competent Authority on behalf of the Contractor during the contract period.
  - f) The Successful bidder has to employ skilled workers round the clock 03(three) days prior to the commencement of event and during the event to maintain the serviceability of the Electrical Illumination setup for the period.

**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 financial Bid as per the format attached as **Annexure-5**. 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 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 Electrical Illumination of High Court Building 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 Electrical Illumination of High Court Building on the occasion of Sesquicentennial celebrations of High Court of Judicature at Allahabad**" with the name, addresses and telephone number of the Bidder clearly shown on the envelop. Both these envelopes shall be sealed in one main envelope super-scribed "**Bid for Electrical Illumination of High Court Building on the occasion of Sesquicentennial celebrations of High Court of Judicature at Allahabad**" with the name, address and telephone number of the Bidder clearly marked on the envelope. Failure to comply with these instructions will amount to disqualification of the Bidder.
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. **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 stipulated time on the next working day.
7. **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.
8. **Validity period of Bid:** The Tender offer shall remain valid for 90 days from the date of opening of Technical Bid. In exceptional circumstances, the Allahabad High Court may request the consent of the Bidder for an extension to the period of Bid validity. The Bid Security/ EMD provided by the Bidder shall also be suitably extended. A Bidder accepting the request and granting extension will not be permitted to modify his Bid.
9. **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 10 days of issue of letter of intent by Allahabad High Court;
  - b) Fails to furnish performance security at the time of signing of the Contract Agreement;

10. **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-9**) 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, Allahabad High Court may by giving 7 days notice to the Successful Bidder invoke the aforesaid Bank Guarantee for recovery of any amount (including penalty and damages) liable to be paid by Successful Bidder to the Allahabad High Court. The Successful Bidder shall replenish the Bank Guarantee within 7 days after its invocation by Allahabad High Court. In case full amount is not recovered by invocation of Bank Guarantee Allahabad High Court shall have the right to recover the rest amount from Successful Bidder as arrear of land revenue.

11. **Service support requirement:**

- a) Successful Bidder will ensure that all the electrical installations are complete 03(three) days prior to the date specified in the Tender Document i.e 12.03.2016. All the necessary testing should be done by the Successful Bidder during this period to the satisfaction of the Competent Authority. Failure to comply with this condition may result in:
  - i. Forfeiture of Performance Security
  - ii. Imposition of penalty as specified in the Tender Document subject to a maximum of 10% of the Contract value.
  - iii. The High Court shall be free to get the work completed from some other vendor and any incremental amount paid to that engaged vendor will be recovered from the Bidder;
  - iv. The Bidder will be blacklisted from participating in future Tenders of Allahabad High Court.
- b) The services/ deliverables will be examined by the agency nominated by the Competent Authority for quality and quantity. In case the quality is not in compliance with the specifications mentioned in the Contract Agreement, the Bidder will be asked to replace the same. In case the Bidder fails to rectify the defect, the same will be procured from the market and the amount paid to the new vendor will be recovered from the Bidder.

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 and shall form a part of legal and enforceable contract between the Allahabad High Court 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.

13. **Payment condition:** Payment shall be considered due only after the satisfactory completion and conduct of Electrical Illumination for the period specified in the Tender Document and successful removal of items installed for Electrical Illumination work under consideration of the Contract. In case of variation in actual quantity of work from the quantity mentioned in the Agreement, the amount payable by the High Court shall be adjusted accordingly. Any variation in the quantity of

work shall be determined by the Government Agency nominated by the Competent Authority. Final settlement of the bill will be made, after adjustment of any advances paid or receivables due on the part of the Contractor.

14. **No interest on deposits:** No interest shall be payable on any kind of deposit (EMD or Performance Security deposit) retained by Allahabad High Court during the performance of the contract or during the progression of Tender process, as the case may be.
15. **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.
16. **Warranty:** The Successful Bidder shall give warranty that the materials to be used in the performance of the Contract shall be free from all defects and faults in material and workmanship and shall be of the highest grade and of renowned brand/ make which is consistent with the established and generally accepted standards for the material of the type and shall be in full conformity with the specifications offered in the Technical Bid by the Bidder and accepted by the Allahabad High Court. The Successful Bidder will be responsible for any defects and shall remedy such defects at his own cost.
17. **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.
18. **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, earth quakes, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to as "Force Majeure"), which is not in the control of concerned Party, neither Party can make any claim for damages against the other in respect of such non-performance or delay in performance and deliveries under the Contract provided that the notice of happening of any such Force Majeure event is given by the concerned Party (Affected Party) to the other Party within 21 days of the date of occurrence of such Force Majeure event.. The Contract shall be resumed as soon as practicable after such Force Majeure event has come to an end or ceased to exist. 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 with mutual consent may terminate the Contract by giving 10 days notice to the other Party. In case of any dispute, the decision of Registrar General, High Court of Judicature at Allahabad, shall be final and conclusive

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 the time period (s) specified in the Contract, or any extension thereof granted by the Allahabad High Court.
- 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 may authorize in writing) after receipt of the default notice from the Allahabad High Court.

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

20. **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 effect any right of action or remedy which has accrued or will accrue thereafter to the Allahabad High Court.

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.

### **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 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 in 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, 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. 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 scrutiny and after having examined the proposal as per the requirement of the Allahabad High Court, the Allahabad High Court may accept the bid on overall evaluation of the work assessment, experience, content and quality of decoration plan displayed during the presentation and demo, if any, & 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 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 a period of six months after the date of conclusion of the event.
  - e. The evaluation of the Technical Bids 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 decoration Plan displayed during presentation

- iv. The bidders may be required to do a small demo, if so desired by the competent authority
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 Scope of Work (**Annexure-7**) 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 reserves the right of getting the work done from the open market. In such a case the Bidder will be liable to bear the difference in cost and a proportionate recovery from the Performance Security will be made by the Allahabad High Court. The Bidder will also be blacklisted from participating in future Tenders of Allahabad High Court.
  - 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 Competent Authority will assume no responsibility for the Bids, misplacement or premature opening. In case of submission of Bid by Telex, Facsimile/Fax/ E-mail message, Bids will be rejected. Conditional Bids are liable to be rejected. Allahabad High Court does not bind itself to accept the lowest or any other Bid and reserve the right to accept or reject any or all the Bids in full or in part without assigning any reason thereof at any stage.

Signature of the Tenderer in ink

With stamp and date

### **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 Electrical Illumination of the Allahabad High Court Building.
2. The work under the scope of this tender involves electrical Illumination of the Building of Allahabad High Court from 12.03.2016 to 19.03.2016 during 6:00 pm to 6:00 am on the occasion of sesquicentennial celebrations of High Court of Judicature at Allahabad. The Electrical Illumination work on the main dome of the Building should follow the pattern of decorative lighting of the dome of the Rastrapati Bhawan as evident on 26<sup>th</sup> of January, every year. The corners, arches, corridors etc of the Building are to be illuminated in a manner similar to the decorative lighting of Mysore Palace.
3. The Successful Bidder has to carry out the Electrical Illumination work based on the amount contained in the work order issued by the Allahabad High Court. Nothing extra shall be paid over and above the total amount quoted by the Successful bidder in its Financial Bid.
4. 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.
5. The installation of the Electrical Illumination material should be completed 03(three) days before the date of event specified in the Tender Document along with all the successful testing done. The Competent authority may inspect the installation and suggest modification to their satisfaction in line with the plan submitted by the Successful Bidder. A penalty of 1% of the total value of the work order (subject to the maximum of 10 % of the total value of the work order) will be levied for delay per day or part thereof for not installing the items in time.
6. Successful Bidder must ensure all standby material/equipment ready at site prior to the event in order to avoid any embarrassing situation during the event due to shortage of such material. However, for all such standbys, Allahabad High Court would not be entertaining any extra rent, payment/claims raised by Successful Bidder at any time.
7. The Allahabad High Court will provide power supply for the Illumination work from its existing facilities however the Successful Bidder shall have to make arrangement of serviceable Generators with fuel for any contingencies arising out of power failures. In the event of failure of power supply from regular supply of Allahabad High Court, the power backup from the Generators should be resumed within 03(three) minutes. Failure to resume alternate power supply from generator is extremely undesirable and contrary to the essence of the contract. The repetitive failures may invite punitive action from Allahabad High Court which shall be at the discretion of Committee constituted for the Purpose.
8. The Building of the Allahabad High Court being a heritage Building of historical importance, the Successful Bidder is expected to carry out the installation of the Electrical Illumination material and its subsequent removal after the event in such a way that it does not cause any damage to the Building. Any damage whatsoever done to the Building either knowingly or otherwise shall be immediately brought to the notice of the Competent Authority, the same shall be dealt with accordingly at the discretion of the Committee. All the Corrections / repairs are to be done by the Successful Bidder at his own Cost. If the Successful Bidder fails to do the corrections, the Allahabad



High Court may get the correction done on its own and recover the corresponding amount from the Successful Bidder.

9. The Successful Bidder shall pool in adequate amount of skilled and qualified electricians, trained workers at the site under its rolls 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 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 Agency nominated by the Allahabad High Court during the period of this Contract. Specifically, during the conduct of event, the qualified electrician/s, skilled helpers in adequate numbers are to be deputed at the site round the clock by the Successful Bidder, so as to attend to any contingencies.
10. Safety of the workers shall be the responsibility of the Successful Bidder. The Successful Bidder shall make all necessary arrangement for the safety of the workers and shall provide necessary safety equipments to all the workers while they are on work and ensure that they follow the safety instructions, without fail. The Successful Bidder shall keep the Allahabad High Court indemnified in case any claim that may arise out of any untoward incident during the performance of this contract by the Bidder. The Successful Bidder should have requisite insurance plans against the 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.
11. 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. Nothing extra or over the total price quoted by the Bidder shall be payable to the Bidder by Allahabad High Court.
12. The measurements and specifications of the Building of Allahabad High Court which is to be illuminated is to be assessed by the Bidder on its own during site visit by the Bidder on the dates specified in the Tender Document. Site visit by the bidder is mandatory. No cost shall be payable to the Bidder for this purpose. It is advisable to the Bidders to visit the Allahabad High Court with prior appointment within the period specified in the Tender Document and carry out their own measurements/ assessment of the requirement. 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 electrical Illumination work is to be carried out as per specifications approved by the Competent Authority/ Committee appointed for the purpose.
13. 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 Registrar Protocol working under the guidance of Building Decoration sub Committee, before submitting their Bids. No claim in this regard shall be entertained after the submission of Bid.
14. The representative of the Successful Bidder shall not collect any document/ photograph from Allahabad High Court which is not intended for use by the Bidder for the successful performance of the work under the Contract. The Successful Bidder is required to take permission from the High Court before taking any photograph for the work related to the contract..

15. The Successful Bidder will ensure that the final design/ plan/ pattern of lighting are shown to the Competent Authority and got approved in writing before execution. In case the execution is done without getting the same approved and there is any deviation in the pattern of lighting from the scope of work, 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.
16. Quality of material to be used in Electrical Illuminations is of high importance. The Successful Bidder must ensure installing high quality material/ fixtures of renowned Brand/ Make to ensure beautiful and spectacular aesthetics of illuminated site besides preventing any untoward incident/mishap on account of inferior quality of material installed. Any shortfall in the quality of the Electrical Illumination material will not be accepted and the Successful Bidder may be asked to undertake that part of the work again at no extra cost.
17. The Work under this Contract is highly critical however, 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.
18. The Bidder/Tenderer should have the experience of Electrical Illumination of important and renowned public properties/buildings (a list of similar jobs executed should be submitted along with Technical Part of the Bid).
19. A hard copy of the computer aided Illustration/ design of the proposed plan of Electrical Illumination in Image format and source files in soft copy has to be submitted to the Allahabad High Court with the Technical Bid.
20. The detailed list of materials to be used in the Electrical Illumination work is to be enclosed with the Technical Bid.
21. Incomplete or conditional Bid will not be accepted. No additional terms & conditions from Bidder/Tenderer will be accepted, at any stage.
22. 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.
23. 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.
24. 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.
25. Testing, Checking, Installation and Removal would be done by the Successful Bidders at his own risk and cost, nothing extra shall be paid for it by the Allahabad High Court.
26. The testing and checking of the entire Lighting equipment must be shown to the Competent Authority or the agency nominated by the Competent Authority to their satisfaction. Any deviation

- found by the Competent Authority or Agency nominated by the Competent Authority shall be registered in the log book maintained for the purpose.
27. All power distribution shall be kept adequately insulated and should be of appropriate current/ load ratings cables. No loose naked hanging wires shall be permitted. The illuminatory lights shall be secured firmly and protected to withstand all weather.
  28. Proper and adequate earthing of all installations has to be maintained. Overload protection devices have to be installed whenever and wherever heavy current/ load consuming plant machinery susceptible to hazard is in use.
  29. All temporary and permanent electric installations if any, power distribution and supply required for execution of work shall be carried out conforming to existing industrial and domestic safety rules and regulations.
  30. The generators should be maintained in up and running conditions at all times during the event period.
  31. All the works like installation, checking, testing and removal of electrical equipments etc is expected to be carried out after Court/ office hours. If it is at all required to be done during Office hours it must be carried out in a manner which is in complete harmony with the running Courts and does not cause any disturbance to the Courts.
  32. The High Court may add/reduce/omit/delete the quantum of work defined under the Scope of Work (Annexure -7).

Signature of the Tenderer in ink

With stamp and date

**FORMAT FOR SUBMITTING FINANCIAL BID**

For Electrical Illumination of High Court Building on the occasion of sesquicentennial celebrations of High Court of Judicature at Allahabad

Sl. no	Work/Cost items (as mentioned in Technical Bid)	Unit	Quantity proposed to be used	Rate inclusive of all applicable taxes, levies and other charges	Amount in figures	Amount in Words

**Total Amount in Figures inclusive of all applicable taxes, levies and other charges = Rs.**

**Total Amount in Words inclusive of all applicable taxes, levies and other charges = Rs.**

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

I/ We agree to execute the work under the present Tender for the period specified in the Tender Document in accordance with the technical specifications mentioned in the Technical Bid in consideration of a contract price as mentioned above or as per the mutually agreed modifications suggested by Allahabad High Court if any, at the time of signing of Contract.

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

*\* The detailed Computer aided design of the illumination plan/3-D Graphics/Photographs, the technical specifications and quantities of the material to be used in this work as proposed by the Bidder is to be attached in the Technical Bid with proper markings.*

Signature of the Tenderer in ink

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 Electrical Illumination of High Court Building 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 Tenderer in ink  
With stamp and date

### **Scope of Work**

The work under the scope of this tender involves electrical Illumination of the Building of Allahabad High Court from 12.03.2016 to 19.03.2016 during 6:00 pm to 6:00 am on the occasion of sesquicentennial celebrations of High Court of Judicature at Allahabad. The Electrical Illumination work on the main dome of the Building should follow the pattern of decorative lighting of the dome of the Rastrapati Bhawan as evident on 26<sup>th</sup> of January every year. The corners, arches, corridors etc of the Building are to be illuminated in a manner similar to the decorative lighting of Mysore Palace.

The area of the building which is to be illuminated during the Event:

- Portion of old Court Building, facing road on east side excluding boundary wall
- Entire Court Building from Gate number 1 to 5, including new Nazarat and associated building of the Bar
- Entire New Court Building from all sides
- Lawns near Gate number 3
- Lawns in front of Hon'ble Chief Justice Chamber (Judges Lawn)

The Prospective Bidders for the said work are required to physically inspect the High Court Building on the days 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. No claim in this regard shall be entertained after the submission of Bid. The Bidder, after making the assessment on their own shall prepare a detailed plan for decorative lighting as per the specifications of the Building of the High Court and shall have to submit the same along with the detailed Bill of Quantity in the Technical Bid. The Bidders are also required to give technical presentations of their plan of Electrical Illumination on the day specified or the time slots allotted to them after the opening of the Technical Bids.

The Allahabad High Court will provide electricity from its existing facilities from as is where is basis, however, the Power backups during electricity failures have to be managed by the Successful Bidder. The Successful Bidders shall have to include provision of Generators and Generator Fuel in their plan accordingly.

The design and technical specifications for the electrical illumination work shall be as per the specifications mentioned in the technical 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.

Services like testing, installation, removal of materials after event, computer aided designing and provision of power backup, 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 the Contract.

### 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. 50,000/- (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 **Electrical Illumination of High Court Building 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. 50,000/- (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. 50,000/- (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 Bank or the Bidder.

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

**Banker's Signature & Seal**

Date:

Place:

## PERFORMANCE BANK GUARANTEE PROFORMA

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

**Bank GUARANTEE NO. :**

**DATED:**

Dear Sirs,

1. THIS DEED OF GUARANTEE made on this ..... day of ..... 20\_\_ between the High Court of Judicature at Allahabad (hereinafter referred to as the "High Court" which expression shall unless excluded by or repugnant to the context includes its successors) of the first part and the ..... (hereinafter referred to as the "Bank" which expression shall unless excluded by or repugnant to the context include its successors) of the second part.
2. Whereas an agreement dated ..... has been executed between the High Court and \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as "Bidder") for the **Electrical Illumination of High Court Building 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 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 Illumination work by way of security for the final, satisfactory completion of the Electrical Illumination work including removal of electrical materials installed for the purpose 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 for a period of 06 months(Six Months) after the completion of the Illumination Work, 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 without demur. The Bank shall pay forthwith the amount demanded by the High Court notwithstanding any dispute, if any, between the High Court and the Bidder.

4.4. The Bank further agrees that the guarantee herein shall remain in force during the period mentioned in Clause 4.1 above and also any extended period provided by the High Court beyond the aforesaid period.

4.5. This Guarantee shall not be affected by any change in the constitution, amalgamation, absorption or reconstitution of the Bidder or the Bank.

4.6. The Bank undertakes not to revoke this guarantee at the instance of the Bidder for any reason whatsoever.



4.7. The Bank further agrees that in order to give full effect to the Bank guarantee, the High Court shall be entitled to act as if the Bank were its principal debtors in respect of its claim against the Bidder and the Bank hereby expressly waives all its rights of surety ship and other rights, if any, which are in any way inconsistent with this Guarantee.

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

COUNTERSIGNED

Signature:  
Name:  
Designation:  
Organization:

Signature:  
Name:  
Designation:  
Organization: