

HIGH COURT OF UTTARAKHAND AT NAINITAL

TENDER NOTICE

Dated : September 30,2011

This Court invites sealed tender from eligible/experienced vendors for installing the latest Central Heating system equipped with all safety measures in Six Court Block building of the Court along with regular maintenance, by carefully maintaining the Heritage building status of the Court building.

The interested parties may physically inspect the building required to be centrally heated, after prior appointment with the undersigned. The last date for carrying out the physical inspection is 10th October,2011. The details are also available on our website <http://www.highcourtofuttarakhand.gov.in>

The tender alongwith Earnest Money Deposit in sealed cover addressed to **REGISTRAR GENERAL** superscripting thereon "**TENDER FOR INSTALLING CENTRAL HEATING SYSTEM**" must reach the office of Registrar General by 3.00 PM on or before **31.10.2011** and tenders will be opened at 3.30 P.M. on same day. The tender received beyond the scheduled time shall be summarily rejected.

By order of the Court

Sd/-
I/c Registrar General

HIGH COURT OF UTTARAKHAND AT NAINITAL

NOTICE INVITING TENDER

Dated: October 30, 2011

Subject: - Tender for installing Central Heating System

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1. Instructions to the tenderers:

The tender alongwith Earnest Money Deposit in sealed cover addressed to REGISTRAR GENERAL superscripting thereon "**TENDER FOR installing Central Heating System**" must reach the office of Registrar General by 3.00 PM on or before **31.10.2011** and tenders will be opened at 3.30 P.M. on same day. The tender received beyond the scheduled time shall be summarily rejected.

2. Eligibility Criteria:-

- A. The Agency applying should possess Income Tax PAN & TIN No. and Service Tax Account No. The Agency should have a experience for installing the Central Heating System in Central Government/State Government Departments/Public Sector Undertakings/ Autonomous Bodies.

B. Copies of the following documents should be submitted along with the Bid:-

- a. Audited Profit & Loss Account of last three financial years.
- b. Service Tax Certificate.
- c. Income Tax PAN No.
- d. TIN No.
- e. Income Tax Return for the last three financial years.
- f. Latest Service Tax Return.
- g. Documents regarding Experience of installing Central Heating System in Central Government/State Government /Public Sector Undertakings/Autonomous Bodies.
- h. The Earnest Money Deposit (EMD) of ₹ 1,40,000/- (Rupees one lakh forty thousand Only) through a Demand Draft/Pay Order /unconditional Bank Guarantee.
- b. Registration of Commercial Tax Department.

3. Evaluation of Bids:-

- A.** The Techno-Commercial Bid and price Bid will be evaluated as a package simultaneously. It must satisfy all the terms and conditions mentioned in this document and must be accompanied by all the requisite documents.
- B.** Filling up of all the columns in Techno-Commercial Bid and Price Bid is compulsory.

4. Earnest Money Deposit:-

The Quotations should be accompanied by Earnest Money Deposit (EMD) of ₹ 1,40,000/- (Rupees one lakh forty thousand Only) in the form of Account Payee Demand Draft/Fixed Deposit Receipt or unconditional Bank Guarantee from any of the nationalized/scheduled banks in an acceptable form drawn in favour of Registrar General, High Court of Uttarakhand, Nainital without it the quotations will not be considered. The earnest money will be returned to all the unsuccessful Tenderers after finalization of the Contract.

5. Performance Guarantee (Security Deposit):-

The successful Bidder shall give performance security in the form of Account Payee Demand Draft or unconditional Bank Guarantee from a Nationalized Bank amounting to 10% of the total contractual value in favour of the Registrar General, High Court of Uttarakhand, Nainital. Performance Security should remain valid for a period of one year beyond the date of completion of all

contractual obligations of the contractor firm including warranty obligations. The Security Deposit will be refunded only after the expiry of the contract. This deposit is liable to be forfeited, if during the period of contract the services of the contract are found to be unsatisfactory in any respect, and/or if any of the conditions of the contract is contravened/breached, and/or towards any damage caused due to negligence of the contractor or his employees. This forfeiture will be in addition to any strict legal action by the High Court of Uttarakhand that the contractor firm may invite upon themselves due to any of the reasons specified above.

6. Other terms and conditions:-

- A. Six Court Block building of the High Court is a Heritage building and contracted firm will have to ensure that they maintain the status of the Heritage building.**
- B. The High Court of Uttarakhand, Nainital has the right of accepting or rejecting any or all tenders without specifying any reason(s) thereof. The Registrar General is under no obligation to accept the lowest tender.
- C. There is no obligation on the part of the Registrar General, High Court of Uttarakhand, Nainital to inform the unsuccessful Tenderer of the outcome of the Tender process and reasons for rejection of tender.
- D. The firm shall have to supply and installation of requisite items within a period of 4 months from the date of order. In case of failure, the Court shall have a right to take appropriate action including forfeiture of security.
- E. If any item supplied by the firm is found not upto the mark, the items will not be accepted and supplier shall be liable to pay 5% of cost of items as damages and it may be adjusted from the security amount or shall be recovered.
- F. In case of pecuniary loss suffered by any of the users/beneficiaries of the High Court of Uttarakhand, Nainital attributed to the Contractor, the High Court of Uttarakhand will have the right to forfeit the Security Deposit and in case the Security Deposit falls short to match the pecuniary loss being insufficient, such balance will be recovered from the payments due to the Contractor.
- G. A surprise check shall be conducted by the Registrar General or any officer deputed by Registrar General of the Court to ascertain the performance of the equipments.
- H. The rates finally approved/accepted by the Court shall be valid for the whole of the contract tenure and no upward revision will be allowed under any circumstances whatsoever.

- I. Under no circumstances, shall the successful firm appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice, by the authority who has approved the award of the contract.
- J. The successful Tenderer will be required to furnish security deposit amounting to 10% of the contractual value within 15 days from the date of acceptance of tender and issue of letter of acceptance/Intent The security deposit shall be in the form of FDR through any nationalized bank in favour of the Registrar General, High Court of Uttarakhand, Nainital or unconditional Bank Guarantee of any Nationalized Bank of equal amount. The security deposit money / unconditional Bank Guarantee will be refundable only after the expiry of the contract. The security deposit will be forfeited, if the vendor services are found to be unsatisfactory in any respect, during the period of contract.
- K. The contract can be terminated by the Court at any time without assigning any reason. In this respect, the decision of the Court will be final and binding on the contractor. The Court reserves the right to accept or reject any bid inwhole or in part without assigning any reasons thereof.
- L. Company shall clearly submit the terms & conditions for the method of payment.
- M. The bills in triplicate for the installation prepared on the basis of rates will have to be submitted infavour of the Registrar General, High Court of Uttarakhand, Nainital for effecting payment.
- N. The job carried out shall be the satisfaction of the Court after getting certification from the P.W.D., failing which deductions @ 10% of the total contractual amount shall be made. Depending upon the severity of negligence, the Court reserves the right to blacklist the agency for a suitable period or from further participation in any of the jobs to be done for the High Court of Uttarakhand, Nainital. The decision of the Court shall be final and binding on the firm/agency.
- O. Premature withdrawal of the Tender by the Tenderer shall make him liable for forfeiture of the earnest money.
- P. All the pages of the tender document should be serially numbered and duly stamped and signed by bidder.
- Q. The firm should have experience in the field of installation the Central Heating System in the Government Ministries/Departments/Semi-Government organizations including public sector undertaking.
- R. The Court reserves the right to review the performance whenever so desires, and also to terminate the contract at any point of time during the

- tenure of the contract in case the performance and/ or the service rendered by the contract firm is found to be unsatisfactory. The decision of the Court shall be binding on the Contractor. Contract can also be terminated at any point of time if the above mentioned work is no more required.
- S. The Court reserves the right to vary, amend or alter any terms and conditions of the Tender Document.
- T. If any extra work other than above-mentioned work is needed for installation of Central Heating System or any work that is not needed, should be clearly mentioned in the tender.
- U. All the preparatory works required (regarding construction) for the installation should be clearly mentioned in the Tender and cost of the same should be included, as that will be done through this office.
- V. The dismantled materials shall be the property of the bidder company and the necessary credit for the same be taken into account.
- W. The Company has to give free service maintenance for one year after installation of the Central Heating System
- X. The contracted firm will have to attend the calls/complaints at its own expenses if they fail to do this, penalty will be imposed of Rs. 2,000/- (rupees two thousand only) on the each call/complaint it will be deducted from the Security Deposit.
- Y. Company shall also submit an Agreement for Maintenance Contract for a period of five year after expiry of free maintenance period.
- Z. All disputes shall be subject to jurisdiction at Nainital.

Sd/-
(I/C REGISTRAR GENERAL)
HIGH COURT OF UTTARAKHAND
NAINITAL