

# HIGH COURT OF UTTARAKHAND AT NAINITAL

## TENDER NOTICE

Dated: June 11<sup>th</sup>, 2013

This Court invites sealed tender from eligible vendors for **“SUPPLY, COMMISSIONING, MAINTENANCE & INSTALLATION OF SIX LED BASED MULTI COLOUR DISPLAY STRIPS”**. The details of tender may be seen by the intended bidders at Management Section of this High Court on any working day during office hours from 12.06.2013 to 03.07.2013. 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 **“SUPPLY, COMMISSIONING, MAINTENANCE & INSTALLATION OF LED BASED MULTI COLOUR DISPLAY STRIPS”** must reach the office of Registrar General by 3.00 PM on or before **03.07.2013** 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/-  
Registrar General

# HIGH COURT OF UTTARAKHAND AT NAINITAL

## NOTICE INVITING TENDER

Dated: June 11<sup>th</sup>, 2013

SUB:- TENDER FOR SUPPLY,INSTALLATION, COMMISSIONING & MAINTENANCE OF SIX LED BASED MULTI COLOUR DISPLAY STRIP FOR THE USE OF THE COURT.

Sealed tenders are invited for "supply & installation of LED based multi colour display strip" including necessary cable to be layed as per actual in the High Court of Uttarakhand from Manufacturing Companies (OEM), reputed Vendors/Dealers, registered, bonafide, experienced and eligible firms who have executed similar nature of work in Government Ministries/Departments, Semi-government organizations including Public Sector Undertakings and satisfying all other terms and conditions in this tender document.

### 1. Instructions to the tenderers :

The tender alongwith Earnest Money Deposit in sealed cover addressed to REGISTRAR GENERAL superscripting thereon "SUPPLY, COMMISSIONING ,MAINTENANCE & INSTALLATION OF LED BASED MULTI COLOUR DISPLAY STRIPS" must reach the office of Registrar General by 3.00 PM on or before 03.07.2013 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. Scope of Work:-

- A. The LED based multi colour strips are to be installed at the different places in High Court Compound.
- B. The LED display strips are to be supplied alongwith one year warranty from the successful installation of the strips **and on site comprehensive annual maintenance contract for a period of three years after the expiry of the period of warranty.**
- C. The contract will include necessary repairs to the installed systems and replacement of defective/damaged parts, components and other *accessories* free of cost.
- D. The Vendor to look after all types of problems, which are faced by the end-users.
- E. Software should have the provision & scope so that utility facilities such as SMS and such other as determined by R.G.

- F. Fitting of system, layout of wiring should be with excellent craftsmanship and accessories.
- G. The system should have scope where more display board of different sizes can be added.

**3. Duties and responsibilities: -**

- A. The vendor should attend to all the complaints, irrespective of its nature.
- B. Protection of equipments & maintaining the LED display strips in perfect working condition.
- C. To attend the complaints without fail within the shortest possible time and to solve the complaints immediately, in no case shall exceed 24 Hours down time.
- D. To replace all such parts which are damaged and which cannot be repaired to keep the Display System in good working condition.
- E. To use only genuine original spare parts of reputed firms/manufacturing company in the Display Boards/systems.
- F. To maintain highest order of integrity, moral and social responsibility and decorum of the Courts.
- G. It is informed that already a display system is functional at High Court.

**4. Eligibility Criteria:-**

- A. The Agency applying should possess Income Tax PAN No. and Service Tax Account No. The Agency should have a minimum experience of 05 years in similar services in Central Government/State Government Departments/Public Sector Undertakings/Autonomous Bodies. Possession of valid ISO Certificate in the same field may be an added advantage.
- B. Copies of the following documents should be submitted alongwith the Bid.
  - a. Turnover of Rs.50 Lakh from similar business in last three years
  - b. Audited Profit & Loss Account of last three financial years.
  - c. Service Tax Certificate.
  - d. Income Tax PAN No.
  - e. Income Tax Return for the last three financial years.
  - f. ISO Certification of bidder company will be appreciated & preferred, if all other conditions & features are same & equal.
  - g. Latest Service Tax Return.
  - h. Documents regarding Experience of 5 years in providing similar services in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies.

- i. The Earnest Money Deposit (EMD) of ₹10,000/- (ten thousand only) through a Demand Draft/Pay Order/unconditional Bank Guarantee.

**5. Earnest Money Deposit:-**

The tender should be accompanied by Earnest Money Deposit (EMD) of ₹10,000/- (ten 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 which the tender will not be considered. The earnest money will be returned to all the unsuccessful Tenderers after finalization of the Contract.

**6. 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 sixty days 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 action by the High Court of Uttarakhand that the contractor firm may invite upon themselves due to any of the reasons specified above.

**7. Other terms and conditions:-**

- A. The Registrar General, 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.
- B. 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.
- C. The firm shall have to supply and installation of requisite items within a period of two weeks from the date of order. In case of failure, the Court shall have a right to take appropriate action including forfeiture of security.

- D. Procurement of the complete system will be in accordance with Uttarakhand Procurement rules 2008 and allied G.O.s and decisions of Hon'ble Court.
- 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. The company has to give warranty and on site comprehensive annual maintenance contract for a period of three years after the expiry of the period of warranty.
- G. The firm shall have to supply the items at High Court of Uttarakhand, Nainital at its own expenses.
- H. The rates finally approved/accepted by the High Court of Uttarakhand, Nainital 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.
- K. The Registrar General High Court of Uttarakhand, Nainital at any time without assigning any reason, can terminate the contract.
- L. The bills in triplicate for the services prepared on the basis of rates will have to be submitted in favour of the Registrar General, High Court of Uttarakhand, Nainital for effecting payment. No advance payment shall be made for the services.
- M. The job carried out shall be to the satisfaction of the Registrar General, High Court of Uttarakhand, Nainital after getting certification from the In-charge computer of the High Court of Uttarakhand failing which deductions @ 10% of the total bill shall be made. Depending upon the severity of negligence, the Registrar General, High Court of Uttarakhand 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 Registrar General of the High Court of Uttarakhand shall be final and binding on the firm/agency.
- N. Premature withdrawal of the Tender by the tenderer shall make him liable for forfeiture of the earnest money.

- O. All the pages of the tender document should be serially numbered and duly stamped and signed by bidder.
- P. The Registrar General, High Court of Uttarakhand reserves right to increase or decrease the number of items at its discretion.
- Q. Response time, removal of defects etc. must be as under, failing which penalty mentioned there against shall be levied against the vender(s).

Item	Response time		Removal of defects		Extension of time with cogent reasons in writing	Beyond extended time
	Not exceeding (From the time of receipt of complaint)	Failing which penalty @ per day per complaint per item	Within	Failing which penalty @ per day per complaint per item		
Display Strips	12 Hours	₹200/-	4 Hrs	₹200/-	Upto 48 Hrs with penalty	Making available standby (of same configuration) + enhancement of penalty to ₹400/- per day per complaint per item from 4 <sup>th</sup> day onwards.

In this regard, the decision of the Registrar General shall be conclusive and binding on the service provider.

- R. The Registrar General, High Court of Uttarakhand, Nainital reserves the right to vary, amend or alter any terms and conditions of the Tender Document at the time of execution of the Annual Maintenance Contract.

Sd/-

Registrar General  
High Court of Uttarakhand, Nainital.