

HIGH COURT OF UTTARAKHAND AT NAINITAL

TENDER NOTICE

DATE: 20/3/2015

This Court invites sealed tender from eligible vendors/suppliers for "**Supply of 08 new paper shredder machines**", for the use in High Court of Uttarakhand, Nainital. The details of tender may be seen at Management Section of this High Court on any working day. 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 Supply of 08 new paper shredder machines" must reach the office of Registrar General by 03.00 PM on or before 09.04.2015 and tender will be opened at 03.30 PM 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

TENDER NOTICE

SUB: TENDER FOR "SUPPLY OF 08 NEW PAPER SHREDDER MACHINES", FOR THE USE IN HIGH COURT OF UTTARAKHAND AT NAINITAL.

Sealed tenders are invited for "Supply of 08 new paper shredder machines" for the use at High Court of Uttarakhand at Nainital as per the specifications and terms & conditions mentioned in the Tender documents from Manufacturing Companies (OEM) or authorized Vendors/Dealers/Suppliers, duly registered, 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 Sealed Tender complete in all respect addressed to the Registrar General, High Court of Uttarakhand, Nainital superscripting thereon "Supply of 08 new paper shredder machines" must be submitted latest by **09.04.2015** upto 03.00 pm and tenders will be opened at 03.30 pm on same day. The tender received beyond the scheduled time shall be summarily rejected.

2. Scope of Work:

- A. Total solution for the "Supply of 08 new paper shredder machines" for the use in High Court of Uttarakhand at Nainital.
- B. The bidder shall quote the prices of goods including all taxes, levies or other transportation charges. The prices should be FOR at High Court of Uttarakhand at Nainital.
- C. The prices should be inclusive of installation charges, if any.
- D. The firm shall have to supply the items within a period of 21 days at High Court of Uttarakhand, Nainital.
- E. Brand name/Model of Shredder Machine and specifications etc. should be clearly mentioned in the tender.

3. Duties and responsibilities:

- A. The successful bidder will have to provide onsite Comprehensive Service & Maintenance Contract for the service & maintenance of the new shredder machines after the warranty period.

- B. 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.
- C. To replace all such parts which are damaged and which cannot be repaired to keep the Shredder Machines in good working condition.
- D. To use only genuine original spare parts of reputed firms/manufacturing company in the Shredder Machine.
- E. To maintain highest order of integrity, moral and social responsibility and decorum of the Courts.

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 03 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. The company manufacturing the shredder machine units must be in this business for a period of more than 07 years.
- C. The bidder may either be the manufacturer or an authorized dealer.
- D. Copies of the following documents should be submitted alongwith the Bid.
 - a. Annual Turnover of Rs.5 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 (Optional).
 - g. Latest Service Tax Return.
 - h. Documents regarding Experience of 03 years in providing similar services in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies.
 - i. The Form Fee of Rs. 500/- (five hundred only) through a Demand Draft (**separate draft**).
 - j. The Earnest Money Deposit (EMD) of Rs. 12,000/- (twelve thousand only) through Account Payee Demand Draft/Fixed Deposit Receipt/unconditional Bank Guarantee.

5. Form Fee Deposit:

The tender should be accompanied by Form Fee (**separate draft**) of Rs. 500/- (five hundred only) in the form of Account Payee Demand Draft 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.

6. 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.

6. Earnest Money Deposit:

The tender should be accompanied by Earnest Money Deposit (EMD) of Rs. 12,000/- (twelve thousand only) in the form of Account Payee Demand Draft/Fixed Deposit Receipt/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.

7. Performance Guarantee (Security Deposit):

The successful Bidder shall give performance security in the form of Account Payee **Fixed Deposit Receipt 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 **fourteen (14) months 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.

8. Other terms and conditions:

- A. Fax/Telex/E-mail and incomplete offers will be rejected.

- B. The Tender documents can also be directly downloaded from the website www.highcourtofuttarakhand.gov.in. No editing, addition/deletion of the matter is permitted. If such action is observed at any stage, such Tenders are liable for outright rejection. The Tender document will form an integral part of the Contract to supply.
- C. Tender document should be signed and stamped by the bidder on each page accepting the terms and conditions of the Tender.
- D. Canvassing in any form will be viewed seriously and if any Bidder is found to be resorting to such practice, the Tender of such firm will be rejected.
- E. In case of any discrepancy between the unit price and the total price, the unit price shall prevail and total price shall be corrected unless it is lower than the sum total of unit prices. If there is any variation between the amount written in figures and words, then the amount whichever is lower shall be taken into consideration.
- F. 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.
- G. 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.
- H. **Payment term:** 100% on successful and satisfactory installation and on the submission of unconditional Bank Guarantee of 10% of the total amount from a nationalized/scheduled bank towards due performance of warranty.
- I. 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.
- J. Procurement of the complete system and payment will be in accordance with Uttarakhand Procurement rules 2008 and allied G.O.s or decisions of Hon'ble Court.
- K. 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 damages and it may be adjusted from the security amount or may be recovered.
- L. The firm shall have to supply the items at High Court of Uttarakhand, Nainital at its own expenses. No price revision/alternative will be allowed after the receipt of the Bid.

- M. 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.
- N. 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.
- O. The Registrar General High Court of Uttarakhand, Nainital at any time without assigning any reason, can terminate the contract.
- P. 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.
- Q. **Penalty clause for causing delay in completion of work:** The job carried out shall be to the satisfaction of the Registrar General, High Court of Uttarakhand, Nainital after getting certification from the I/C Management Section 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.
- R. Premature withdrawal of the Tender by the tenderer shall make him liable for forfeiture of the earnest money.
- S. The Registrar General, High Court of Uttarakhand reserves right to increase or decrease the number of items at its discretion.
- T. 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
	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	
Shredder Machine	24 Hours	Rs. 200/-	12 Hrs	Rs. 400/-	Upto 72 Hrs without penalty. Thereafter extension will be as per directions of Court and with penalty.

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

- U. 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 Contract.
- V. Any disputes arising out of this tender will be under the jurisdiction of Court of Nainital only.

Sd/-
Registrar General
High Court of Uttarakhand, Nainital.

Specifications of shredder machines

1. Shreds up to 20 sheets at a time
2. Accepts forgotten staples, paper clips, credit cards and CDs
3. 24 hour continuous duty motor
4. Safety cut-off when bin door open
5. Reverse mode: clears jams.
6. Auto stop on bin full
7. Power on indicator
8. Paper jam indicator
9. Anti- jam reverse
10. "Bin full" window on front

ANNEXURE-I
Techno-commercial Bid

Tender for Supply of 08 Shredder Machines at this High Court.

S. N.	Description	Indicate also page no. where attached
1.	Name, address & telephone number of the agency/firm	
2.	Name, designation, address & telephone number of authorized person	
3.	Please Specify As To Whether Tenderer Is Sole Proprietor/Partnership Firm/Private or Limited Company	
4.	Name, address & telephone number of Directors/Partners, Fax No., e-mail address	
5.	Copy of PAN Card issued by income Tax Department and copy of previous 03 Financial Year's Income Tax Return.	
6.	Valid ISO Certificate, if any (Please attach copy)	
7.	Service Tax Registration No. (Please attach)	
8.	Latest Service Tax Return (Please attach)	
9.	Annual Turnover during last 03 years: 2011-12 _____ 2012-13 _____ 2013-14 _____ (Please attach proof in the form of Profit & Loss Account)	
10.	Experience Certificates of 03 years in providing services in Central Government/State Government/Public Sector Undertakings/ Autonomous Bodies.	
11.	Details of Bid Security/Earnest Money Deposit: a) Amount: b) Demand Draft/FDR or unconditional Bank Guarantee: c) Date of issue: d) Name of issuing Bank:	

Declaration by the Bidder:-

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in the tender document and undertake myself/ourselves to strictly abide by them.

Signature of the Tenderer with Seal

Note: Please indicate the page numbers where documents are attached. The entire Tender documents should be serially page numbered including enclosures.

Previous experience(s) of the services provided by the Agency to the Govt./Semi-Government Department and reputed/Ltd. Companies				
S.N.	Name	Billing Amount (in Rs.)	Period	Status

It is certified that the particulars given above are true to the best of my/our knowledge/behalf and I/We have read terms/conditions and duties/responsibilities of the Technical Staff to be deputed for the purpose and have also understood the same and to hereby undertake to abide by the same without any reservations on any grounds whatsoever. In case of any breach of the said conditions, I/We shall be responsible for the consequences arising out of such situation(s).

**Name & Signature of the
Authorized Signatory of the Agency
(with Seal of the Agency affixed)**

Date:

Place:

ANNEXURE-II

Price Bid

SN	Details	Bid Amount (per machine)

Note: All Duties/Taxes are to be mentioned by the contracting Firm.

All the terms and conditions of the tender for supply of 08 Shredder Machines High Court are acceptable to me.

Signature of Contractor with Seal

CERTIFICATES

WE CERTIFY THAT:

1. We will not LEAK/DISCLOSE any information of the High Court of Uttarakhand to any other institutions/organizations.
2. The rate of TAXES/DUTIES mentioned in the tender is in accordance with the provisions of the rules in all respects and the same is payable to the Authorities.
3. The supply of Shredder Machines at this High Court offered by our firm shall be of the best quality strictly in accordance with the specifications and particulars as detailed in the tender.
4. The information furnished by us in the tender are true and correct to the best of our knowledge and belief.
5. We have read and understood the rules, regulations, terms and conditions of tender as applicable from time to time and agree to abide by them.
6. We shall not disclose any information/data of the High Court to any other third party.

Authorized Signatory
(Seal of the Company)