

HIGH COURT OF UTTARAKHAND AT NAINITAL

E-TENDER NOTICE

This Court invites E-tender in two-cover system (Technical & Financial) from experienced and reputed manpower agencies for outsourcing of the services of 10 (ten) technical manpower for one year to work in the High Court of Uttarakhand at Nainital.

The last date of submission of E-Tender is 05/09/2020 at 11:00 AM. The details of Tender documents along with terms and condition of tender can be downloaded from “<http://uktenders.gov.in>” and on the official website of High Court of Uttarakhand i.e. “<http://www.highcourtofuttarakhand.gov.in>”.

By order of the Court

Registrar General

HIGH COURT OF UTTARAKHAND, NAINITAL
E-TENDER NOTICE FOR HIRING SERVICES OF TECHNICAL MANPOWER

Online tenders (e-tenders) are invited from experienced and reputed manpower agencies for outsourcing of the services of the following manpower for one year to work in the High Court of Uttarakhand at Nainital :-

Sr.No.	Name of Post	Number of Post
1	Technical Officer	3
2	Technical Assistant	2
3	Sr. Developer	2
4	Developer	3
TOTAL		10

INSTRUCTIONS TO THE TENDERERS/SUBMISSION OF BID

- (1) The complete bid document can be downloaded from e-procurement portal <http://uktenders.gov.in> and on the website <http://www.highcourtofuttarakhand.gov.in>.
- (2) The **Annexure-II (Technical)** and The **Annexure-III (Financial/BOQ excel sheet)** shall be submitted online.
- (3) EMD/Bid security of Rs. 1,00,000/- (One lac only) , shall be submitted in the form of CDR/FDR/Unconditional BG of any nationalized/scheduled bank duly pledged in the favour of Registrar General, High Court of Uttarakhand Nainital having validity of not less than three months.
- (4) The cost of bid document (Tender fee) is Rs. 3,540/-(inclusive of 18% GST) which is non-refundable. The payment against the cost of bid document will be done in form of demand draft issued by any nationalized/scheduled bank duly pledged in the favour of Registrar General High Court of Uttarakhand Nainital having validity of not less than three months.
- (5) Tenders (only in the format issued by this office) are to be filled as per the conditions mentioned in the tender form and the bidders have to sign on the acceptance of conditions, otherwise bid will be rejected.
- (6) The tenderer/bidders are required to upload self attested and scanned photocopies of the documents mentioned at Clause 6 of eligibility criteria, failing which their bids shall be summarily/out-rightly rejected and the same shall not be considered any further.
- (7) The tenders received without requisite earnest money and tender fee will be rejected out rightly.
- (8) Any amendment in the bidding document, at any time prior to the deadline for e-submission of bids, will be uploaded as corrigendum on **<http://uktenders.gov.in>**, such amendments modification shall be binding on all the prospective bidders.
- (9) The tender received beyond the scheduled date & time shall be summarily rejected.

OPENING OF BID

- (1) Only online submission of bid is permitted, therefore; bids must be submitted online on website: "http://uktenders.gov.in". The bids (**Annexure-II/Technical**) will be opened online on 05/09/2020 at 11:30 AM by the authorized officers and in the presence of authorized representative(s) of the Bidders, who choose to remain present, in the office of RegistrarGeneral, High Court of Uttarakhand, Nainital.

- (2) After opening of the Tender Bid **Annexure-II/technical**, evaluation shall be done and the bidder shall be evaluated for eligibility. The list of the technically qualified bidders shall be displayed on the portal “http://uktenders.gov.in”.
- (3) The bids (**Annexure-III/Financial**) of only technically qualified bidders will be opened online by the authorized officers and in the presence of authorized representative(s) of the Bidders, who choose to remain present, in the office of Registrar General, High Court of Uttarakhand, Nainital. The date of financial bid opening will be intimated later.
- (4) The bid shall be valid for a period of 90 days from the date of opening of techno-Commercial bid.
- (5) **Correction of errors** – As financial bid shall be submitted online, so no correction shall be allowed after opening of online financial bid.
- (6) Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the office in processing of bids or award decisions may result in the rejection of his Bid.
- (7) Conditional/unsolicited tenders shall not be considered.
- (8) If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

TIME SCHEDULE OF TENDER

Sl.No.	PARTICULARS	DATE
1.	Date of release of tender	22/08/2020; 01:00 PM
2.	Document download start date	22/08/2020; 01:00 PM
3.	Bid submission start date	22/08/2020; 01:00 PM
4.	Bid submission end date	05/09/2020; 11:00 AM
5.	Date of Technical Bid opening	05/09/2020; 11:30 AM
6.	Date of Financial Bid opening	<i>Will be informed later</i>

ELIGIBILITY CRITERIA

Only those agencies, who fulfill the following minimum eligibility criteria, should submit their bids:-

- (1) The manpower agency should be in existence for not less than five years.
- (2) The turnover of agency from the related work such as providing of Human resources for I.T. infrastructure must be more than Rs. 30 Lakh in each of the last three financial years.
- (3) The manpower agency should be registered with the concerned government authorities.
- (4) The manpower agency should have PAN, Service Tax Number, EPF, ESI, GST etc. registration.
- (5) The manpower agency should not have been blacklisted by any organization.
- (6) The manpower agency is required to submit original document/Copies of EMD/Bid security and the cost of bid document (Tender fee). Aforesaid original documents are required to be submitted on or before 05/09/2020, 11:00 AM or as per date extension notice given by High Court, either by registered post/courier services or by hand, failing which the bids will be declared non-responsive.

TERMS, CONDITIONS AND SCOPE OF WORK

- (1) The tentative requirement of the manpower shall be as per **Annexure-I**, which may vary from time to time as per requirement. It is further clarified that the requirement of above manpower is only indicative and the same may increase or decrease as per the actual requirement. High Court may increase or decrease the number of technical manpower at any time.
- (2) The initial period of contract would be for one year, further extendable, subject to satisfactory performance of the agency and the requirement of High Court of Uttarakhand. High Court may extend the contract with increased or decreased number of technical manpower as per the requirement. The decision of Registrar General of High Court of Uttarakhand will be final and binding in this regard.
- (3) The required number of manpower will have to be supplied by the manpower agency within **7 (seven) days** of award of contract or as directed by the Hon'ble Court. The manpower supplied by the manpower agency should be qualified and skilled in performing services with regard to the eligibility criteria indicated for the category as at **Annexure-I**. The decision of Registrar General of High Court of Uttarakhand will be final and binding with regard to accept/reject the proposed candidates by agency.
- (4) Scanned copy of all the relevant documents in soft copy format must be submitted at the time of submission of Tender documents online.
- (5) The persons deployed by the manpower agency should not have any adverse police records/criminal cases against them. The manpower agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of manpower shall be verified by the manpower agency before their deployment by the local police. Vendor shall also collect proof of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect be submitted to the High Court of Uttarakhand. The responsibility of verification of candidate shall be of the vendor.
- (6) The manpower agency will also ensure that the manpower deployed are medically fit and will keep in record a certificate of their medical fitness and a copy of same shall be forwarded to Hon'ble Court along-with other documents.
- (7) The manpower agency shall replace such employees who are not found suitable by the High Court for any reasons, within 1 (one) week on receipt of such request from the High Court of Uttarakhand.
- (8) The manpower agency shall engage persons as required by the High Court of Uttarakhand from time to time. The said persons engaged by the manpower agency shall be the employees of the manpower agency and it shall be the duty of the manpower agency to pay their wages as per rules defined by the manpower agency. There is no employer & employee relationship between the employees of the manpower agency and the High Court of Uttarakhand. The said persons of the manpower agency shall not claim any benefit/compensation/absorption/ regularization of services in the High Court, on any ground whatsoever.
- (9) The manpower deployed by the manpower agency shall not disclose any details of office, operational process, technical know-how, security arrangements, administrative/organizational matters etc to any person, as all these matters are of confidential/secret nature.

- (10) The manpower deployed by the manpower agency should be polite, cordial, positive and efficient, while handling the assigned work. The actions of manpower shall promote good will and enhance the image of the High Court of Uttarakhand. The manpower agency shall be responsible for any act of indiscipline on the part of persons deployed by the manpower agency.
- (11) The manpower agency has to provide photo identity cards to the persons deployed by them for carrying out the work. These cards are to be constantly displayed by the deployed manpower.
- (12) The manpower agency shall ensure proper conduct of their persons in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
- (13) The accommodation, transportation, food, medical and other statutory requirements in respect of each manpower of the manpower agency shall not be the responsibility of the High Court of Uttarakhand.
- (14) The manpower deployed by the manpower agency shall abide working hours and calendar of High Court. However, in exigencies of work, their services may be required at any time. High Court will not pay any extra wages to the agency in any case.
- (15) The manpower agency will be wholly and exclusively responsible for payment of wages to the manpower deployed. The manpower agency will have to submit particulars of EPF, ESI etc of its employees deployed in the High Court of Uttarakhand, on monthly basis, along with bill.
- (16) The manpower agency will submit the bill, in respect of a particular month in the first week of the next month along-with copies of receipts towards EPF, ESI etc for the previous month and copies of verified attendance register(s) sent by High Court. The payment will be released probably by the third week of the following month after deduction of taxes deductible at source under the laws in force.
- (17) Payments to the manpower agency would be strictly on certification by High Court, about satisfactory services and attendance of the manpower deployed.
- (18) No wage/remuneration will be paid to the manpower for the days of absence from duty without taking proper leave as applicable to the manpower.
- (19) In case of any exigencies as per the requirement of the High Court of Uttarakhand, the manpower agency will have to provide the required number of additional persons for a shorter period also.
- (20) The manpower agency shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the manpower agency.
- (21) The manpower agency shall be contactable at all times and message sent by Phone/e-mail/Fax/Special Messenger from High Court of Uttarakhand to the manpower agency, shall be acknowledged immediately on receipt, on the same day.
- (22) The High Court of Uttarakhand shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipments or vehicles of the manpower of the manpower agency.
- (23) That the manpower agency on its part and through its own resources shall ensure that the goods, materials and equipments etc. of High Court of Uttarakhand are not damaged in the process of carrying out the services. If the High Court of Uttarakhand

suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to the High Court of Uttarakhand for the same. The agency shall keep the High Court of Uttarakhand fully indemnified against any such loss or damage.

- (24) The High Court of Uttarakhand will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.
- (25) The charges quoted by the manpower agency (**Annexure-III**) shall be fixed and no request for any change/modification shall be entertained in this regard.
- (26) The manpower agency shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of the High Court of Uttarakhand.
- (27) The agreement can be terminated by High Court of Uttarakhand at any time. Decision of Registrar General of High Court of Uttarakhand shall be final and binding.
- (28) On the expiry of the agreement as mentioned above, the agency will withdraw all its manpower and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment by the manpower of the agency, it shall be the responsibility of agency to pay and settle the same and shall intimate to the office well in advance.
- (29) Registrar General, High Court of Uttarakhand reserves the right to accept or reject or cancel any or all bids at any time. High Court also reserves the right to cancel the entire bidding process at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the grounds for bidding authority's action. The decision of Registrar General, High Court of Uttarakhand shall be final and binding.
- (30) Legal disputes are subject to the jurisdiction of Nainital only.

BID SUBMISSION

The bidder shall have to submit online bids as per attached BOQ. The High Court of Uttarakhand will have all freedom and right in evaluation of bid.

BID EVALUATION:-

- (1) The Bid Evaluation Committee (BEC) constituted by High Court, shall evaluate the bids. The decision of the evaluation committee in the evaluation of the bids shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the committee.
- (2) Since the number of posts, their nomenclature, their qualification and wages to be paid on per month basis are fixed by eCommittee, Supreme Court of India, therefore the evaluation would be on the basis of the eligibility criteria and agency charges. If, the rates of two or more firms are equal as lowest bid then negotiation be made with all equal lowest bidders for selection of lowest bidder among them.

AWARD OF CONTRACT

- (1) **Award criteria:-**High Court will award the contract to the successful bidder, on the basis of bid evaluation and it will not be binding upon the High Court, to accept the lowest bid. Further, If the agency, to whom the contract is awarded, is not able to fulfill the terms

and conditions of tender document, than the contract may be awarded to next bidder (L2) in the rates offered by L1 as per consent of L2.

- (2) Right to accept any bid and to reject any or all bids:-**High Court reserves the right to accept or reject or cancel any or all the bids at any time. High Court also reserves the right to cancel the entire bidding process at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the grounds for bidding authority's action. The decision of Registrar General, High Court of Uttarakhand shall be final and binding in this regard.

(3) Bid Security (EMD – Earnest Money Deposit):-

- a) EMD/Bid security of Rs. 1,00,000/- (One lac only) , shall be submitted in the form of CDR/FDR/Unconditional BG of any nationalized/scheduled bank duly pledged in the favour of Registrar General, High Court of Uttarakhand Nainital having validity of not less than three months.
- b) The successful bidder's bid security will be discharged upon the award of work order and furnishing of the performance security.
- c) No interest will be payable on the amount of the bid security.

(4) Performance Security:-

- a) The successful bidder shall submit an unconditional and irrevocable performance security from a nationalized or scheduled bank acceptable to the tendering authority, payable on demand, for the due performance and fulfillment of the contract by the bidder at his own expense, within fifteen (15) working days from the date of award of the contract.
- d) The performance security shall be denominated in the currency of the contract and shall be in the form of unconditional Bank Guarantee/FDR of any nationalized/scheduled bank duly pledged in the favour of Registrar General High Court of Uttarakhand Nainital.
- b) This performance security will be for an amount equivalent to 5% of contract value. All charges whatsoever such as premium, commission etc. with respect to the performance bank guarantee shall be borne by the bidder.
- c) The performance security shall be valid for one year after the deployment of manpower.
- d) The performance security may be discharged/returned upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance security.
- e) In the event of the bidder being unable to honour the contract for whatever reason, tendering authority would invoke the performance bank guarantee. Notwithstanding and without prejudice to any rights whatsoever of the High Court under the contract in the matter, the proceeds of the performance bank guarantee shall be payable to the High Court as compensation for any loss resulting from the bidder's failure to complete its obligations under the contract. The High Court shall notify the bidder in writing, exercising its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.
- f) Tendering authority shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee or from any other amount due, the equivalent value of any payment made due to inadvertence, error, collusion, misconstruction or misstatement.

Registrar General

High Court of Uttarakhand, Nainital.

Annexure-I

Details of educational qualification, experience, skills, number of manpower required and wages

Sr.No.	Manpower Description with Qualifications and Skill-set Required	No. of Manpower	Cost per month (Rs.)
1	<u>Technical Officer</u> (BE/B.Tech/M.Sc. with specialization in Computer Science / Electronics / IT with 3 years experience in Server Administration / LAN / DBA / Technical Troubleshooting & Support in Hardware)	3	37,268/-
2	<u>Technical Assistant</u> (BE/B.Tech/M.Sc. with specialization in Computer Science / Electronics / IT with knowledge in Server Administration / LAN / DBA / Technical Troubleshooting & Support in Hardware)	2	23,958/-
3	<u>Sr. Developer</u> (BE/B. Tech/M.Sc./MCA with specialization in Computer Science / Electronics / IT with 3 years experience in software development in PHP + Postgresql/MySQL environment)	2	42,702/-
4	<u>Developer</u> (BE/B.Tech/M.Sc./MCA with specialization in Computer Science / Electronics / IT with knowledge of software development in PHP + Postgresql/MySQL environment)	3	30,503/-

Annexure-II

Technical Bid Document

<u>SNo.</u>	<u>Particulars</u>	<u>To be filled by the bidder</u>	
1	Name of the Agency		
2	Whether Demand draft of Rs. 3540/- (non refundable) payable in the name of Registrar General, High Court of Uttarakhand, Nainital is attached along-with the tender as tender fee.		
3	Details of EMD		
	(i)	Amount:	
	(ii)	Draft/BG/FDR No.:	
	(iii)	Date:	
(iv)	Issuing Bank:		
4	Date of establishment of the agency		
5	Office address of the manpower agency with office telephone number, fax number and mobile number and name of the contact person		
6	The turnover of agency from the related work such as providing of technical resources for I.T. infrastructure in each of the last three financial years. (attach relevant documents)	2019-2020	`.....
		2018-2019	`.....
		2017-2018	`.....
7	Registration with concerned Government Authorities. (copy to be enclosed).		
8	PAN (copy to be enclosed)		
9	Service Tax, EPF, ESI Registration Number, GST etc (copy to be enclosed).		
10	Registration/License No. under Contract Labor (Regulation & Abolition) Act, 1970. (copy to be enclosed).		
11	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India (If no, an undertaking to this effect is to be attached in this regard.)		
12	Length of experience in the field (should not be less than 5 Years).		
13	Experience in dealing with Govt. Departments (Indicate the names of the Departments and years of dealing with those Departments and attach copies of order)		
14	Whether a copy of the terms and conditions duly signed, in token of acceptance of the same, is attached.		
15	List of other clients.		
(Signature)			

Note: The bidder must fill the above 'annexure-II' completely in the given format. Failing which, the bid shall be liable to summarily rejected.

Annexure –III

Financial Bid document

<u>For providing Manpower to the High Court of Uttarakhand at Nainital</u>				
Name of Tendering Company / Firm /Agency.....				
<u>SN</u>	<u>Post</u>	<u>Cost (Rs.) (monthly)</u>	<u>Agency Charges</u> <small>(In percentage %)</small>	<u>Payable Amount to Manpower (monthly)</u> <small>(Exclusive of taxes i.e. GST)</small>
		A	B	C=A – (B + EPF, ESI etc)
1	Technical Officer	37,268/-		
2	Technical Assistant	23,958/-		
3	Sr. Developer	42,702/-		
4	Developer	30,503/-		
<u>Grand Total</u>				

* *SAMPLE VIEW OF BOQ.*

x-----END OF DOCUMENT-----x