

HIGH COURT OF DELHI AT NEW DELHI

Tender Notice No. DHC/Genl./Outsourcing/Manning/2012-13

TENDER NOTICE

Separate sealed tenders, with 90 days' validity from the date of opening of tenders, are invited for manning of Delhi High Court underground automated multi-level car parking upto 16.00 hours on 27th November, 2012, which will be opened at 15.00 hours on 29th November, 2012, in the room of Registrar General.

SI No.	Description	Number of manpower required
	<u>For Manning</u>	
1	Skilled	8
2	Unskilled	19

Tenders received after the abovementioned date and time will not be accepted. The eligibility criteria for parties to respond to the tender is as under:-

- (a) Should have ESI Registration along with Registration for EPF.
- (b) Should possess up-to-date Income Tax Clearance Certificate, PAN & TIN No.
- (c) The firm and company must have their Registered Office/ Principal Office within the National Capital Territory of Delhi.
- (d) The intending tenderer should also have successfully completed at least two similar works during the said period of five years in a Government Department/ PSUs.
- (e) The intending tenderer should have successfully completed three similar works each of not less than ` 5,00,000/- (Rupees Five Lakh Only) per annum for Parking respectively in their own name during the last three years ending 31st March, 2012.
- (f) The intending tenderer must submit attested copies of TDS Certificates so as to ascertain the cost of the completion of work executed by it.
- (g) Experience certificate submitted by the intending tenderer must certify that there has been no breach and the work of manning has been carried out satisfactorily by the intending tenderer.
- (h) The intending tenderer must have an average financial turnover amounting to minimum ` 5,00,000/- (Rupees Five Lakh Only) per annum for Parking respectively during the last three consecutive Financial Years ending 2012. It should be duly audited and certified by a registered Chartered Accountant.

- (i) Certificate must have been signed by the owner of the company or by an Officer not less than a General Manager and the completion certificate must clearly indicate
- i. the date of completion of the work;
 - ii. the nature of the work performed/ schedule of work; and
 - iii. whether the work has been performed satisfactorily.

THE TENDER OF ANY VENDOR NOT FULFILLING THE ABOVE STIPULATED ELIGIBILITY CONDITIONS, WILL NOT BE CONSIDERED.

Copy of the terms and conditions of the tender may be obtained on payment of ` 200/- (Rs. Two Hundred Only) (non-refundable), in the form of pay order/demand draft (no cash) drawn in favour of "**Registrar General, High Court of Delhi, New Delhi**" from the Administrative Officer (Judicial), General Branch, Delhi High Court in person on any working day between 2.00 pm to 4.00 pm upto 26th November, 2012. Delhi High Court shall not be responsible for any delay in obtaining terms and conditions of the tender or submission of the tender document.

Copy of the terms and conditions has also been uploaded on the Website of this Court, which can be downloaded and used by the vendor. In case, terms and conditions are downloaded, the vendor must enclose a demand draft of ` 200/- in addition to EMD, failing which the tender will straightaway be rejected.

Sd/-
(R.P. JAIN)
Joint Registrar (Genl.)
Administrative Block
Delhi High Court, New Delhi
www.delhihighcourt.nic.in

Sold to _____

Signature of AOJ (Genl) _____

ORIGINAL TERMS AND CONDITIONS MUST BE ENCLOSED WITH THE QUOTATIONS.

**High Court of Delhi
Sher Shah Road, New Delhi-110003
Phone No. 43010101
Website:<http://www.delhihighcourt.nic.in>**

Tender Notice No. DHC/Genl./Outsourcing/Manning/2012-13

TERMS AND CONDITIONS ATTACHED FOR PROVIDING FOLLOWING MAN-POWER FOR UNDERGROUND AUTOMATED MULTI-LEVEL CAR PARKING OF THIS COURT :-

SI No.	Description	Number of manpower required
	<u>For Manning</u>	
1	Skilled	8
2	Unskilled	19

IF YOU QUOTE IN VIOLATION OF THESE CONDITIONS, YOUR EARNEST MONEY DEPOSIT STANDS FORFEITED.

The Eligibility Criteria for Parties to respond to the tender is:-

- (a) Should have ESI Registration along with Registration for EPF.
- (b) Should possess up-to-date Income Tax Clearance Certificate, PAN & TIN No.
- (c) The firm and company must have their Registered Office/ Principal Office within the National Capital Territory of Delhi.
- (d) The intending tenderer should also have successfully completed at least two similar works during the said period of five years in a Government Department/ PSUs.
- (e) The intending tenderer should have successfully completed three similar works each of not less than ` 5,00,000/- (Rupees Five Lakh Only) per annum for Parking respectively in their own name during the last three years ending 31st March, 2012.
- (f) The intending tenderer must submit attested copies of TDS Certificates so as to ascertain the cost of the completion of work executed by it.

- (g) Experience certificate submitted by the intending tenderer must certify that there has been no breach and the work of manning has been carried out satisfactorily by the intending tenderer.
- (h) The intending tenderer must have an average financial turnover amounting to minimum ` 5,00,000/- (Rupees Five Lakh Only) per annum for Parking respectively during the last three consecutive Financial Years ending 2012. It should be duly audited and certified by a registered Chartered Accountant.
- (i) Certificate must have been signed by the owner of the company or by an Officer not less than a General Manager and the completion certificate must clearly indicate
 - i. the date of completion of the work;
 - ii. the nature of the work performed/ schedule of work; and
 - iii. whether the work has been performed satisfactorily.

THE TENDER OF ANY VENDOR NOT FULFILLING THE ELIGIBILITY CONDITION STIPULATED ABOVE, WILL NOT BE CONSIDERED.

1. The last date for submission of the tender is 27th November, 2012 and the same will be opened at 15.00 hours on 29th November, 2012 in the room of "**Registrar General, High Court of Delhi, New Delhi**" and should be valid for a minimum period of 90 days from the date of opening of tender for placing the order/contract.

2. Tender bid must reach the Assistant Registrar (Genl.), Administrative Block, Delhi High Court, Sher Shah Road, New Delhi- 110003, complete in all respects latest by 16.00 hours on 27th November, 2012, other wise it will not be accepted.

3. The tender should be given in two parts:-

Part-I EMD Amount + Cost of Terms & Conditions

Part-II Financial Bid

(a) (1) EMD amount of ` 10,000/- (Rs. Ten Thousand Only) for manning and (2) the Original Terms & Conditions priced at ` 200/- or ` 200/- in lieu thereof (if downloaded), by way of demand draft or banker's cheque drawn in favour of " The Registrar General, High Court of Delhi" payable at "New Delhi" be placed in a sealed envelope superscribing thereon "Tender for Manning Services – EMD".

(b) The tender bids should be submitted in a separate cover, which should be addressed to "The Registrar General, Delhi High Court, New Delhi" and superscribed " Tender for Manning Services – Financial Bid".

The outer cover in which these EMD amounts and Tender Bids covers are placed should be addressed to the **Assistant Registrar (Genl.), Administrative Block, Delhi High Court, Sher Shah Road, New Delhi- 110003**. The said outer cover should also be superscribed with the words **QUOTATION FOR "MANNING SERVICES"** respectively. The sealed covers containing EMD and cost of terms and conditions (if downloaded from the website) will be opened in the room of The Registrar General at first floor, A-Block, Main Building, High Court of Delhi, New Delhi in the first instance in the presence of the Representatives of Vendors at 15.00 hours on 29th November, 2012.

4. Financial bids of only those Vendors, whose EMD amounts and cost of Terms & Conditions are in order, will be opened at the same time. However, only one representative each of the Vendors would be permitted to be present at the time of opening the tenders. Thereafter, the Vendors will be short-listed on the basis of their bidding amount, experience and turnover. The financial bid of only those Vendors, short-listed from the financial bids will be opened and evaluated. However, if Delhi High Court considers it necessary, revised financial/commercial bids can be called from the short-listed Vendors. In that case, the revised bids should not exceed the amount than of original bids. The lowest quoted Vendor is first chosen on the basis of the lowest financial bid, if all the features are same. The decision of the High Court arrived, at above, will be final and no representation of any kind will be entertained. Any attempt by any Vendor to bring pressure of any kind may disqualify the said Vendor to present any such tender, besides being liable to be debarred from bidding for Delhi High Court in tenders in future for at least a period of three years. Order will be placed on finally selected Vendors. If need arises, split order can also be issued for separate tenders. The Vendors should also submit with their Tender a copy of their latest annual report, general information about the company (company profile), list of location(s) where they are providing such services, contact numbers of the concerned officers of their client be also furnished.

5. In the event the Vendors/Company /firm or the concerned division of the company/firm is taken over/bought over by another company, all the obligations and liabilities under the agreement with Delhi High Court, must stand passed on and transferred for compliance by the new company/new Division in the negotiation for their transfer.

6. If the name of the product is changed for describing substantially the same in a renamed form; then all techno financial benefits agreed with respect to the original product, shall be passed on to Delhi High Court and the obligations with Delhi High Court taken by the Vendor with respect to the product with the old name shall be passed on to the product so renamed.

7. Printed conditions mentioned in the tender bids will not be binding on Delhi High Court. All the terms and conditions will be as mentioned herein and no change by the Tenderers will be acceptable. Alterations, if any, in the tender bid should be attested properly by the Tenderer, failing which the tender will be rejected.

8. Delhi High Court will not be responsible for any delay on the part of the Tenderer in obtaining the terms and conditions of the tender notice or submission of the tender bids.

9. The offers submitted by telex/telegram/fax/Email or any mode other than specified under Clause 6 above will not be considered. No correspondence will be entertained on this matter.

10. In the case of Tenderes whose tenders are not considered for placing order, the Earnest Money Deposit will be refunded without any interest within one month of the final decision. In the case of Tenderers whose tenders are accepted for placing the order, Tenderer will give Security Deposit of an amount equivalent to the one month's outsourcing services charges within one month. Earnest Money Deposit will be refunded on receipt of Security Deposit from the Tenderer. Security Deposit will be either in the form of cash deposit or in the form of Bank Guarantee (BG) of a Nationalized Bank drawn in the name of "The Registrar General, Delhi High Court, New Delhi" to remain valid till the services are provided by the vendor and accepted by this Court. If the tenderer is not able to provide the services completely within the specified period, the Security Deposit will be forfeited in full. No interest will be payable for the Security Deposit.

11. Delhi High Court reserves the right to modify and/or amend any of the above stipulated condition/criteria depending upon its requirement. Delhi High Court also reserves the right to cancel the tender without assigning any reason therefor.

12. The Vendor shall solely respond for statutory compliance with regard to the payment of Minimum Wages, Licence Fee, if any, as well as ESI, PF, DA, Gratuity, leave and all the other legal requirements and liabilities of requirements etc. and submission of relevant records to the concerned authorities in respect of all the personnel being deployed in the premises.

13. If penalized for non compliance of any of the legal requirements, the contractor shall be responsible for the same and deal with the same at its own level and costs, in no way putting any liability on the Delhi High Court.

14. The company shall provide a work-force of not less than 4 skilled persons and 12 unskilled persons in morning shift i.e. from 8.00 AM to 4.00 PM and 4 skilled persons and 7 unskilled persons in evening shift i.e from 2.00 PM to 10.00 PM, on all days, including Gazetted Holidays, Second Saturdays and Sundays. However, on Sundays, second Saturdays and other gazetted holidays, the requirement would be generally minimal for Manning.

15. The company shall not put one person on duty in both shifts on any day in routine. In case, the company fails to provide the minimum work-force on any day, this Court shall be entitled to deduct on pro-rata basis from the monthly conservancy charges payable to them. However the duty timings would be subject to change as per requirement of this Court.

16. The contractor shall be the employer of all employees/staff deputed by him for the purpose of outsourcing services and shall be liable entirely, to the exclusion of any one else, for the payment of statutory liabilities.

17. The Contractor will ensure that all the works are done to the satisfaction of the authorities of Delhi High Court.

18. The company shall be entitled to the monthly payment only after a satisfactory performance report is given to the higher officers by the caretaking staff or the Agency otherwise maintaining the Multi-Level Car Parking of this Court.

19. The Vendor shall provide a list alongwith police verification, two passport size photograph of all the personnel so deployed in the Underground Automated Multi-Level Car Parking including additions/changes well in time, giving the following details:

1. Father's Name
2. Permanent Address
3. Local Address
4. Sex
5. Age/ Date of Birth

20. The number of personnel so deputed could be increased as per the requirements of the Registry of Delhi High Court, which will be intimated from time to time, subject to payment of extra charges as per the Minimum Wages Act for the additional strength.

21. Any transfer or change in the deployment of personnel shall be brought to the notice of the High Court and the High Court shall be within its rights to remove or get changed any personnel whom it considers unsuitable/unfit for the job being entrusted to him/her.

22. At least one Nodal Officer shall be appointed by the tenderer for each work separately who will look after the work and will be available in service at all times to attend to any complaint received or pointed out by the authorities of Delhi High Court.

23. That the man-power shall not do any other work for reward or otherwise elsewhere either directly or indirectly except for and on behalf of the Delhi High Court.

24. If any staff of the contractor is found absent from his duty or found to be neglecting the duty assigned or showing improper demeanor or found indulging in misbehavior or shows untruly improper conduct or is found not in proper uniform, then necessary recovery of the wages for the said person shall be made at double the rate. In that event he shall not be treated on duty on that date.

25. The Contractor's Nodal Officers should always be available along with attendance register of the workers. The persons so deployed by the tenderer for Multi-Level Car Parking shall mark their attendance (both times) in a register maintained with the Resident Caretaker of this Court.

26. The Contract shall be further subject to such other items, conditions and instructions as may be imposed issued by the Delhi High Court from time to time.

27. The Registrar General, High Court of Delhi shall have the absolute discretion to terminate the agreement at any time without any notice or assigning any reason therefor.

28. Awarding of the work of Outsourcing services shall not be construed or interpreted as the creation of any agency or partnership between the High Court and the contractor or relationship being or deemed as created between the High Court and any employee/staff of the Contractor. The relationship between the Contractor and the High Court shall be expressly and completely as per the above terms and conditions and is not open to any further or other construction or interpretation.

29. The decision of the Delhi High Court arrived at will be final and no representation of any kind will be entertained on the above. An attempt by any contractor to bring pressure of any kind, may disqualify the contractor for the present tender and he will be liable to be debarred from bidding for Delhi High Court tenders in future for a period of at least three years.

30. The contract is initial for a period of one year. However, if the services of the contractor are found to be satisfactory by this Court, the contract could be extended, in writing, on the terms and conditions as may be deemed fit by this Court.

31. In case the contractor does not intend to continue with the work, they shall give three months' advance notice in writing for termination of contract. In case this Court wishes, the contract shall be terminated at any point of time without assigning any reason.

32. In case the contractor fails to provide the requisite manpower, as mentioned herein, the contractor shall be liable to pay penalty equivalent to wages of such number of employee(s) for such number of day(s) proportionately.

Sd/-

(Girish Jaitley)
Assistant Registrar (Genl.)
Administrative Block
Delhi High Court, New Delhi