



सत्यमेव जयते

File No.10/134/2017/GS-NCLAT

NATIONAL COMPANY LAW APPELLATE TRIBUNAL

3rd Floor, Pt. Deen Dayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi-110003.

Dated 7th February, 2018

TENDER NOTICE

The National Company Law Appellate Tribunal invites sealed quotations for undertaking the following work as per details given below: -

Sl. No.	Description	Qty.	Rate per sq. ft.
1.	<p><u>Frame:</u> Made of solid wood 4”X 2½”, fixed in interlocking cut joints, fixed in wall with 10mm Dash Fasteners of 6” in size, Surface should be cured for termite free. Finished with single coat of wooden primer, double coat of polishing to match existing colour of wooden paneling.</p> <p><u>Window:</u> Shutter of window should be made of solid wood 3”X 1½” interlocking cut joint, fixing of SS mosquito met mesh in teakwood molding, SS Hinges, Handles, Tower Bolt of good quality. Wood should be cured for termite free, finished with required coat of primer and polishing to match existing wooden paneling.</p>	40-50 windows approx. of different sizes	

Last date & Time for Submission: 09.03.2018 at 5.00 PM

Date/Time for opening of bids: 12.03.2018 at 03.00 PM

At any time prior to the deadline for submission of bids, the Competent Authority may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective bidder, modify the tender notice by amendment. Such amendments shall form an integral part of the tender notice and it shall amount to an amendment of the relevant clause of the tender notice.

The prospective bidders are required to keep a watch on the website of the National Company Law Appellate Tribunal (www.nclat.nic.in) and of the Ministry of Corporate Affairs (www.mca.gov.in) for any amendment to the tender notice or to the clarification to the queries raised by the bidder(s).

The Competent Authority reserves the right to reject the bids if they are submitted without taking into account these amendments/clarifications.

In order to allow the prospective bidders reasonable time in which to take the amendment into account in preparing the bids, the Competent Authority may at its discretion, extend the deadline for the submission of the bids.

The site at which the work is to be completed can be inspected on Saturday (excepting 2nd Saturday) between 10.00 AM to 12.00 Noon.

The bidders are required to send their tender alongwith a demand draft of ₹20,000/- (Rupees Twenty thousand Only) drawn in favour of "Pay & Accounts Officer, Ministry of Corporate Affairs, New Delhi" as Earnest Money by way of Demand Draft (DD) / Bank Guarantee (BG) / or Fixed Deposit Receipt (FDR) which will be refundable without interest to the unsuccessful tenderers on written request or

by Speed Post, at the risk of the tenderers. The name of the item and the firm should be written on the back side of the Demand Draft. The tenderers holding a valid NSCI/MSME Certificate may furnish the same in the EMD envelope itself for the purpose of exemption of EMD.

The EMD of the unsuccessful bidders would be returned after the finalization of the tender process. However, in the case of the successful bidder, the EMD would be returned only after the bidder deposits necessary Performance Security with this Tribunal.

The successful tenderer shall have to deposit performance security of 10% of the total amount of the Purchase Order by way of earnest money by way of Demand Draft Bank Guarantee / FDR drawn in favour of "The Pay & Accounts Officer, Ministry of Corporate Affairs, New Delhi".

The performance security deposit will be refunded after two months from the date of successful delivery / installation, and/or payment of their bill and / or expiry of warranty / guarantee period, whichever is later.

After the acceptance of the bid, the successful bidder has to undertake the job specified in the Tender Notice under the overall supervision and guidance of the Competent Authority of this Tribunal.

The work has to commence within five days from the date of award of the contract. The time allowed for completing the work will be 45 days from the date of commencement of the work.

Since time is the essence of the contract, the work awarded shall be completed by the bidder within the time schedule specified in the tender notice.

In case of failure to adhere to the time schedule specified in the tender notice, the Competent Authority shall, without prejudice to its other remedies under the Contract, deduct from the contract price, as penalty, a sum equivalent to 1% per day or part thereof until actual completion of work subject to a maximum of 10% of the contract value. Once the maximum is reached, the Competent Authority may consider termination of the Contract pursuant to Clause 12 of the Terms and Conditions annexed to the tender notice.

The bids will be opened in the presence of the representatives of the bidders, if any. **Requests for postponement will not be entertained.** The Competent Authority reserves the right to accept/ reject any or all bids either in part or in full without assigning any reasons thereof.

The bids shall be sent in sealed covers super scribed “Bid for providing and fixing of iron mesh wooden window” by post/speed post/registered post or submitted at the Dak Counter at B-3 Wing, 3rd Floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi. The bids shall be addressed to the **“Deputy Registrar, National Company Law Appellate Tribunal, 3rd Floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi – 110 003.”**

The detailed terms and conditions are enclosed herewith.



(Umesh Chandra)
Deputy Registrar

TERMS AND CONDITIONS

- (1) The rates shall be quoted strictly as per the specifications mentioned in the tender notice. The rates for the works/items shall be quoted and the bids for any one work/item only will be summarily rejected.
- (2) The materials supplied or used for the execution of the work shall be of good quality and of reputed companies/firms having reasonable durability.
- (3) All the materials and accessories thereto shall be new and a certificate to the effect that the materials used are not old or recycled or repaired shall be given by the successful bidder at the time of execution of the work.
- (4) The rates quoted should include packing and forwarding charges. The goods should be insured against theft, loss or breakage during transit and insurance charges.
- (5) The rates of taxes and duties, as applicable, should be clearly indicated wherever chargeable.
- (6) The firm should be registered with relevant authorities (Registration with GST, service tax, PAN No. etc. Self-attested copy of registration to be enclosed).
- (7) The firm should have experience of minimum three years of having successfully executed similar work in the Government Department/PSU, etc. (Self-attested copies of certificate/work orders to be enclosed).

- (8) An undertaking to the effect that the work would be completed within the time schedule specified in the tender notice shall be given along with the bid.
- (9) No advance payment or part payments would be made. The payments will be made only after satisfactory completion of the work. The details of the bank account including NEFT shall be provided for the purpose of processing the final bill.
- (10) The acceptance of the bid would rest with the Competent Authority, National Company Law Appellate Tribunal, who does not bind itself to accept the lowest quotation and reserves the right to reject or partially accept any or all the quotations received without assigning any reason.
- (11) Quotations must be clearly written or typed. Any interpolation or over writing should be duly attested.
- (12) Termination for Default. The Competent Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the successful bidder, terminate the Contract in whole or part:
 - (i) If the successful bidder fails to complete all or any of the work within the period specified in the tender notice, or within any extension thereof granted by the Competent Authority; or
 - (ii) If the successful bidder fails to perform any other obligation(s) under the Contract.

- (iii) If the successful bidder, in the judgment of the Competent Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (13) **Corrupt and fraudulent practices:** The Bidders/Suppliers/contractors under this contract shall observe the highest standard of ethics during the procurement and execution of this contract. They shall not indulge in any 'Corrupt practice' of offering, giving, receiving or soliciting anything of value to influence the action of a public official in the execution of the contract. They shall not adopt any 'Fraudulent practice' like misrepresentation of any fact(s) in order to influence the tender process or the execution of the contract to the detriment of the Department, which includes any collusive practice among the Bidders (prior to or after bid submission) so as to deprive the Department of the benefits of free and open competition.
- (14) The Competent Authority would reject a proposal for award of work if it is found that the Bidder recommended for award of the contract has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (15) Dispute, if any, will be subject to jurisdiction of NCT of Delhi.



(Umesh Chandra)
Deputy Registrar