

SUPREME COURT OF INDIA
ADMN. MATERIALS (P&S)

BY SPEED POST

F. No. 23/AC/AMC/15/SCI(AM)

Dated : 05.12.2015

LAST DATE OF TENDER: 05.01.2016

NOTICE INVITING TENDER
FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT IN RESPECT OF
DIFFERENT TYPES OF WINDOW AND SPLIT AIR CONDITIONERS WITH
STABILIZERS FOR TWO YEARS

Sealed tenders, as per the enclosed Proforma (**Annexures A, B & C**), are invited from experienced and authorized service providers for Comprehensive Annual Maintenance Contract (CAMC) **for a period of two years** in respect of approx. 227 nos. of different types of Window and Split ACs of 1.5 and 2 ton of Samsung/Carrier/Voltas/LG make with wall mounted Stabilizers provided at the residential offices of Hon'ble the Chief Justice of India, Hon'ble Judges and Senior Officers of the Registry and at the office of E-Committee and Supreme Court Registry which are located within 3-5 kms from Supreme Court Premises.

The tenderers are required to quote their rates for repairing/replacement of parts of Air Conditioners as per the list attached herewith as **Annexure 'C'**. Any inquiry regarding aforesaid matter can be made from Branch Officer, Admin Materials (P&S) (Tel No. 23388745, 23111403, 23112257) on any working day between 11.00 A.M. to 4.00 P.M except on Saturday upto 12.00 noon. Comprehensive Annual Maintenance Contract will be awarded to the successful tenderer on "As is where is basis" for all the Air Conditioners and wall mounted Stabilizers etc.

A. TENDER

1. Two separate sealed envelopes should be used for submitting **(i) Tender document and (ii) Earnest Money superscribing (a) Tender for awarding AMC of Window and Split Air Conditioners. (b) Earnest Money for awarding AMC of Window and Split Air Conditioners.**

2. The tender may be sent either by post or may be delivered at Reception Counter No. 37. If tender is sent through Messenger, an authority letter from the tenderer with proof of identity may also be given to the Messenger so that he could show the same along with his own identity proof to the Reception Officer at the time of opening of tender.
3. The cost of tender is NIL. The tender documents are not transferable.
4. The bidder is expected to abide by all the instructions, Proformas' terms & conditions and specifications in the bidding documents. Failing to furnish all information required in the bidding document in every respect will be at the bidder's risk and may result in rejection of the bid.
5. The bid must be received not later than the date & time specified for submitting the same. In case the date of submitting the tender is declared as holiday by the Govt. of India then next day will be treated as due date of the tender.
6. Rates quoted in the tender will remain unchanged during the contractual period. Under no circumstances rate revision will be allowed.

B. TERMS AND CONDITIONS OF TENDER

7. The tenderers are required to send their tender along with a Demand Draft of Rs. 10,000/- (Rupees Ten Thousand Only) drawn in favour of "The Registrar (Admn.), Supreme Court of India" as Earnest Money, which will be returned to the unsuccessful tenderer by Speed Post/ Registered Post at their risk on their written request after the finalization of Contract. Name of the firm, telephone number and name of the item may be written on the reverse side of the Demand Draft.
8. The rates should be valid for a minimum period of 90 days.
9. The term of Comprehensive Maintenance shall include washing, gas filling, replacement of compressor, all kinds of motor, capacitor wiring, all kinds of plug, replacement/repair of all other parts which are required to make the machines in working conditions during the period of the contract at the exclusive risk, responsibility and cost of the contractor. This shall be after proper inspection of old parts and new parts by a representative of the department and under overall supervision of the staff at the residential offices.

10. It shall be obligatory on the part of the contractor to carry out repair/ maintenance of machines under his direct supervision during the period of contract and in no case this shall be sub-contracted.
11. It is made clear that if the services rendered by the firm are not found satisfactory at any time during the period of contract, the contract is liable to be cancelled without any notice subject to the terms and conditions of the tender.
12. Rates for repair and maintenance with labour charges of Air Conditioners are required to be submitted in the format as per Annexures - 'A' 'B' and 'C' for two years. The rates shall remain in force for the entire period of contract unless it is terminated. Further, the contract may also be extended for further period subject to satisfactory performance.
13. The tenderer must mention the percentage of VAT separately. Tender without VAT may not be considered.
14. Hypothetical or conditional tenders will not be entertained. Tender once submitted shall not be allowed to be withdrawn or altered. If the tender is withdrawn or altered by the concerned party at any time after it is submitted, appropriate action may be taken.
15. Over-writing/over-typing or erasing of the figures which render it doubtful or ambiguous are not allowed and shall render the tender invalid.
16. The Registry will deal with the tenderer directly and no middlemen/ commission agents etc. should be asked by the tenderer to represent the cause and they will not be entertained by the Registry. The tender form is not transferable and agency shall not be permitted to transfer their rights and obligations to any other person/organization or otherwise.
17. The Registry in its discretion, reserves the right to reject or accept any or all the tenders, partly or completely, at any time without assigning any reason therefor. The Registry also reserves the right to renew the contract for such periods as it may deem necessary taking into account, of course, the satisfactory services rendered by the contractor during the period of this contract.
18. All the pages of quotations including the documents submitted therein must be duly signed and stamped failing which the offer shall be liable for rejection.

19. It is not binding to accept the rates submitted by the lowest tenderer. The Registry reserves the option to select more than one firm for award of contract for different machines to ensure uninterrupted servicing/repairing during the period of the contract.
20. Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited.
21. The tenderer should submit proof of his domicile in Delhi city along with address of the office.
22. The tenderer must submit proof of having a well established workshop and infrastructure with qualified staff for execution of work and must possess minimum three years' experience including in the Government Offices.
23. The Registry reserves the right to award the contract to more than one firm for maintenance and repair of electrical items subject to the terms and conditions of the tender.

C. TERMS AND CONDITIONS FOR SUCCESSFUL TENDERER

24. The Successful tenderer will have to deposit Performance Security amount of Rs. 15,000/- within a week from the date of awarding of contract, by way of Demand Draft drawn in favour of the "Registrar (Admn.), Supreme Court of India, New Delhi" which will be refunded after two months of the successful completion of the Contractual period or payment of the last Bill whichever occurs later, on written request of the tenderer.
25. The rates should be valid for a period of Two Years from the date of approval of rates. Rates quoted shall include costs of commuting and no separate travelling charges shall be admissible.
26. The successful tenderer will have to abide by the terms and conditions as may be fixed from time to time by the Registrar (Admn.), Supreme Court of India, New Delhi.
27. Complaints are to be required to be attended to within 24 hours even on Sundays/ Holidays and before/after office hours also, as and when required during the AMC period.

28. The work is to be carried out in the premises of the Registry/residential offices of Hon'ble Judges. The work which cannot be done in the office premises would be allowed to be done outside for which no extra charges (TA etc.) will be payable.
29. If the work is found unsatisfactory, the contract will be terminated by the Registry at any time without assigning any reason therefor. The decision of the Registry in this regard shall be final and binding on the firm.
30. The tenderer shall maintain the equipment as per manufacturer's guidelines and shall use only standard/ compatible/ equivalent components for replacement. The original specifications/ characteristics/features of the item shall not be changed without prior intimation to the Supreme Court of India.
31. Quarterly Preventive Maintenance of all the Air Conditioners will have to be done by the successful bidder .
32. Non-performance of the quarterly maintenance on time schedule will be treated as a pending complaint by the Registry and will be dealt with accordingly for applicable penalties as given herein below.
33. Any loss or damage caused to any of the Registry's item by the successful tenderer while doing/performing the job will be recovered from the successful tenderer and the decision of the Registry in this regard will be final and unassailable.
34. The Firm should be registered with Employee State Insurance Corporation (ESIC) and Employee Provident Fund (EPF) and the proof for the same should be attached with the tender documents failing which the tender will not be considered.
35. The Firm shall be responsible for any injury or accident to the person(s) employed by them.
36. The Registry shall have no liability, financial or otherwise, for any harm/damage/injury incurred by the manpower deployed by the contractor in the course of performing the work. Neither the Contractor nor his workers shall have any claim on this Registry for compensation or financial assistance on this account.
37. The tenderer shall arrange to get the character and antecedents of workers verified before deployment and their full particulars shall be furnished to the Registry.

38. The work executed by the firm should be to the satisfaction of the concerned officer where work will be executed. If the same is not found satisfactory, the firm will have to do the job again at its own cost. The decision of the concerned officer and of the Registry in this regard will be final and unassailable and binding on the tenderer.
39. No advance payments will be made. All the payments to the firm shall be released on the basis of work on four quarters of AMC period in respect of the actual number of machines repaired/maintained by the firm, on submission of bills and satisfactory reports duly signed by the staff deputed at the residential office.

D. PENALTIES

40. The contractor shall be responsible for handing over all the Air Conditioners in working condition alongwith all the accessories and the cost of shortcoming, if any, shall be borne by the outgoing contractor.
41. In case the successful bidder backs out and/or fails to take up the job, under the contract, the Performance Security will be forfeited by the Competent Authority.
42. Irrespective of the fact whether the Registry gets the job done or not from the open market, the Registry may impose a penalty of Rs. 100/- per day per complaint of single unit, if the delay is due to wilful laches or negligence of the tenderer and it causes financial loss or inconvenience to the Registry.
43. Even after awarding the said contract, the Registry reserves the right to terminate the same, if the services of the Contractor are not found satisfactory and to entrust the work to another, and to recover from the Contractor, the loss if any, sustained to the Supreme Court.
44. If at any stage, it is found that the performance, quality of work and material is not satisfactory, the contract will be liable to be terminated without any notice and the performance security shall be forfeited.
45. The successful tenderer will have to attend to the work as per the requirement and the Performance Security shall stand forfeited in case of breach of any of the conditions mentioned herein and if the services of the contractor are found unsatisfactory.

46. The damage caused, if any, either to machines or to any other property of the Hon'ble Judges or Registry through negligence or otherwise, shall be at the risk, cost and responsibility of the contractor.
47. No extra payment/compensation whatsoever on account of natural calamity/accident or otherwise will be made to the firm by the Registry except the rates permitted under this contract.

E. INVITATION OF TENDER

Interested parties may send their Tenders in two separate sealed envelopes containing (i) Tender Document and (ii) Earnest Money superscribing on the respective envelopes (a) "Tender for awarding AMC for Window and Split Air Conditioners" (b) "Earnest Money for awarding AMC for Window and Split Air Conditioners", addressed by name to the undersigned as to reach on or before **05th January, 2016** upto **3:00 P.M.** which will be opened on the same day at **3:30 P.M.** in the Registry by a Committee of Officers of the Registry in the presence of the tenderers or their authorized representatives who may wish to remain present there at that time. The tenders received after due date and/or time and/or without earnest money will not be entertained.

-sd-
(Rakesh Sharma)
Deputy Registrar (PR)

Encl.: Annexures-'A', 'B' and 'C'

**Note : Registry will remain closed w.e.f. 24.12.2015 to 01.01.2016 during
Christmas & New Year Holidays.**

**SUPREME COURT OF INDIA
(ADMN. MATERIALS BRANCH)**

(To be filled by the Tenderers with reference to Notice Inviting Tender for Annual Maintenance Contract for Different types of Window and Split Air Conditioners)

1. Name of the tenderer with address :
2. Name of the contact person
with Mobile (Telephone No) :
3. Traders Identification No(s) :
4. ESIC (Employee State Insurance Corporation) No. :
5. EPF (Employee Provident Fund) No. :
6. E mail ID/ Fax No. :
7. Percentage of VAT , if any :
8. Name and Mobile Number of the qualified
Engineer (s) to be deputed on permanent basis. :
9. Parts included in the AMC, if any :

Signature with date and rubber
stamp of the tenderer.

TECHNICAL BID FORM

1. Name of Bidding Firm :
2. Details of Earnest Money Deposited (Rs. 10,000/-) :
3. Give details of similar contract awarded to the bidder by Central Government Dept/Ministries during the last three years (with documentary proof) :

4. Name and addresses of Engineer/Technician to be deputed with experience of not less than 1 year :

5. Name/Address/Contact No. of the Supervisor who will be looking after the AMC:

6. Certify whether the firm has been blacklisted by any govt. department recently. If yes, details thereof :

7. Date of commencement of business (Minimum experience should be 3 years) :
8. Copy of Income Tax Return files for the last 3 financial years :
 - (i) 2012-13
 - (ii) 2013-14
 - (iii) 2014-15

Signature with date and rubber
stamp of the tenderer

ANNEXURE - C

S. No.	Particulars	Amount	Tax/VAT
1.	AMC charges for Air Conditioners and repair of Stabilizers (per pc.)		
2.	Water Tray		
3.	Front Grill Replacement (1.5 ton)		
4.	Copper Wire		
5.	Three Core Wire		
6.	PVC Water Pipe		
7.	Drain Pipe		
8.	Condensing Unit		
9.	Dismantling, Shifting and Re-installation		
10.	Carpenter Work (including Wooden frame, Fixing material and Labour charges)		
11.	Window AC Cover		
12.	15 Amp. Top Plug		
13.	AC Remote		
14.	Any other item not mentioned above		