

HIGH COURT OF UTTARAKHAND AT NAINITAL

TENDER NOTICE

Dated: 28.01.2016

This Court invites sealed tender from eligible vendors for "**On Site Comprehensive Annual Maintenance Contract**" of the Central Heating System installed at Six Court Block and Registry Block of this High Court (installation year 2014). The details of tender may be seen at Management Section of this High Court during office hours. 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 AMC of Central Heating System**" must reach in the office of Registrar General by 3.00 PM on or before **25.02.2016** and tenders will be opened at 3.30 PM on same day.

By order of the Court

Sd/-
Registrar General

HIGH COURT OF UTTARAKHAND AT NAINITAL
NOTICE INVITING TENDER

Dated: 28.01.2016

Subject:- Tender for On Site Comprehensive Annual Maintenance Contract of the Central Heating System installed at Six Court Block and Registry Block of this High Court (installation year 2014).

Sealed quotations are invited for the "on site Comprehensive Annual Maintenance Contract" of the Central Heating System installed at Six Court Block and Registry Block of this High Court *from Manufacturing Companies (OEM)*, reputed Vendors/Dealers, registered, bonafide, reputed, 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:

- A. The tender alongwith Earnest Money Deposit & Tender Fee in sealed cover addressed to REGISTRAR GENERAL superscripting thereon "**Tender for AMC of Central Heating System**" must reach the office of Registrar General by 3.00 PM on or before 25.02.2016 and tenders will be opened at 3.30 PM on same day. The tender received beyond the scheduled time shall be summarily rejected.
- B. 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.
- C. A cash receipt of ₹500/- (tender fee), which will be issued by Cash Section of this High Court on cash payment of ₹500/-, is to be attached in original with the tender, otherwise the tender will be rejected.
- D. Tender form can also be downloaded from website of the Hon'ble High Court. In this condition, a demand draft of ₹500/- (non-refundable) payable in the name of Registrar General, High Court of Uttarakhand, Nainital, is to be attached alongwith the tender, other bid will be rejected.
- E. The tender received beyond the scheduled time shall be summarily rejected.

2. Period of Contract:-

The contract will be initially for a period of one year, which can be extended further on mutual agreement subject to satisfactory performance of the contractor and will also depend upon the price trend for the services/products in the market on the date of extension.

3. Scope of Work:-

- A. The place of performance will be High Court of Uttarakhand at Nainital.
- B. Attending to complaints on daily basis.
- C. The maintenance contract will include necessary repairs and maintenance of the installed Central Heating System and replacement of defective/damaged parts, components and other accessories.
- D. The vendor will be duty bound to maintain the Central Heating System in most safe, secure & efficient state.
- E. Maintaining log file of the complaints and its solution & put it before in-charge.
- F. The Vendor to look after all types of problems in the Central Heating System, which are faced by the end-users.
- G. The parts/components/sub-assemblies used for repair/replacement by the contractor will be of the same/equivalent or higher make and functional capability as originally available in the systems.
- H. The vendor may inspect the details of major units etc. of the Central Heating System at the site.

4. Duties and responsibilities: -

- A. The vendor should attend to all the complaints, irrespective of its nature.
- B. It will be duty of the Contractor to have the credentials of the Service Engineers verified and certified.
- C. Protection of equipments & maintaining the systems in perfect working condition.
- D. 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.
- E. To replace all such parts which are damaged and which cannot be repaired to keep the system in good working condition.
- F. To use only genuine original spare parts of reputed firms/manufacturing company in the system. Before changing/replacing any part, the vendor will have to submit a certificate that the part in question has become defective and the same cannot be repaired or the cost of repair is more than the original cost or even after repair, the part will not function effectively.
- G. To maintain highest order of integrity, moral and social responsibility and decorum of the Courts.
- H. Integration of the complete system and testing of the complete system as and when required.

5. 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 05 years in providing Annual Maintenance of Central Heating Systems 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 Tenderer must have an average annual turnover of at least ₹5 Lac from AMC during the last three years. Copies of the following documents should be submitted alongwith the Bid.
- a. Audited Profit & Loss Account of last three financial years.
 - b. Service Tax Certificate.
 - c. Income Tax PAN No.
 - d. Income Tax Return for the last three financial years.
 - e. ISO Certification. (Optional)
 - f. Latest Service Tax Return.
 - g. Documents regarding Experience of 05 years in providing similar services in Central Government/State Government/Public Sector Undertakings/ Autonomous Bodies.
 - h. The Earnest Money Deposit (EMD) of ₹20,000/- (twenty thousand only) through Account Payee Fixed Deposit Receipt or unconditional Bank Guarantee.
 - i. The Tender Fee (non-refundable) of ₹500/- (five hundred only) through demand draft/cash receipt issued by Cash Section of the Court.
 - j. Certificate of authorization as authorized Service Provider from Original Equipment Manufacturer (OEM). (Optional)

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.

7. Earnest Money Deposit:-

The Quotations should be accompanied by Earnest Money Deposit (EMD) of ₹20,000/- (twenty thousand only) in the form of Account Payee Fixed Deposit Receipt or

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 quotations will not be considered. The earnest money will be returned to all the unsuccessful Tenderers after finalization of the Contract.

8. Performance Guarantee (Security Deposit):-

The successful Bidder shall give performance security in the form of 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 sixty days 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.

9. Other terms and conditions:-

- A. 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.
- B. 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.
- C. Payment of contractual value, in appropriate proportion, shall be released yearly based on the performance and services of the firm.
- D. It shall be mandatory on firm to conduct routine checks to maintain the system in perfect working condition and to submit the routine check reports on quarterly basis to the Registrar General, High Court of Uttarakhand, Nainital.
- E. The Contractor will ensure that only qualified engineers are deputed for performance of maintenance contract.
- F. In case of pecuniary loss suffered by any of the users/beneficiaries of the High Court of Uttarakhand, Nainital attributed to the Contractor, the Registrar General, High Court of Uttarakhand will have the right to forfeit the Security Deposit and in case the Security Deposit falls short to match the pecuniary loss

being insufficient, such balance will be recovered from the payments due to the Contractor.

- G. Registrar (I/c), High Court of Uttarakhand shall conduct surprise checks to ascertain the performance of the equipments.
- H. Rates offered in the Tender will not be enhanced during the period of contract.
- I. 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.
- J. 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 that has approved the award of the contract.
- K. 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 and issue of letter of acceptance/Intent. The security deposit shall be in the form of FDR through any nationalized bank in favour of the Registrar General, High Court of Uttarakhand, Nainital or unconditional Bank Guarantee of any Nationalized Bank of equal amount. The security deposit money/unconditional Bank Guarantee will be refundable only after the expiry of the contract. The security deposit will be forfeited if during the period of contract vendor services are found to be unsatisfactory in any respect.
- L. The Registrar General High Court of Uttarakhand, Nainital can terminate the contract at any time without assigning any reason. In this respect, the decision of the Registrar General, High Court of Uttarakhand, Nainital will be final and binding on the contractor. The Registrar General, High Court of Uttarakhand reserves the right to accept or reject any bid in whole or in part without assigning any reasons thereof.
- M. The bills in triplicate for the maintenance 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.
- N. The job carried out shall be to the satisfaction of the Registrar General, High Court of Uttarakhand, Nainital after getting certification from the In-charge computer 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.

- O. Premature withdrawal of the Tender by the Tenderer shall make him liable for forfeiture of the earnest money.
- P. All the pages of the tender document should be serially numbered and duly stamped and signed by bidder.
- Q. Response time, removal of defects etc. must be as under, failing which penalty mentioned there against shall be levied against the vender(s).

| Response time | | Removal of defects | | Extension of time with cogent reasons in writing | Beyond extended time |
|---|--|--------------------|--|--|--|
| 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 | | |
| 01 Hour | ₹200/- | 12 Hours | ₹200/- | Upto 24 Hours with penalty | Making available standby (of same configuration) + enhancement of penalty to ₹400/- per day per complaint per item from 2 nd day onwards. |

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

- R. The Registrar General High Court of Uttarakhand, Nainital reserves the right to review the performance whenever so desires, and also to terminate the contract at any point of time during the tenure of the contract in case the performance and the service rendered by the contract firm is found to be unsatisfactory. The decision of the Registrar General shall be binding on the Contractor. Contract can also be terminated at any point of time if the above-mentioned work is no more required.
- S. 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 Annual Maintenance Contract.
- T. Any condition or term in the bid of the successful bidder, which is against the basic scope & nature of work or this tender notice or is against principals of Procurement Rules or is against the common rules of business, shall be termed as void ab-initio.

Sd/-
Registrar General
High Court of Uttarakhand, Nainital

ANNEXURE-I
Techno-commercial Bid

Tender for Comprehensive Annual Maintenance Contract of the Central Heating System installed at Six Court Block and Registry Block of 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 in the field of Security/Traffic Guards, if any (Please attach copy) | |
| 7. | Service Tax Registration No. (Please attach) | |
| 8. | Latest Service Tax Return (Please attach) | |
| 9. | Annual Turnover From AMC during last 03 years: 2012-13 _____ 2013-14 _____ 2014-15 _____ (Please attach proof in the form of Profit & Loss Account) | |
| 10. | Experience Certificates of 05 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 (minimum five years experience is essential) | | | | |
|---|------|-----------------------|--------|--------|
| S.N. | Name | Billing Amount (in ₹) | 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 (in Rupees) |
|-----------------------------------|--|------------------------|
| <u>FOR 01 (ONE) YEAR</u> | | |
| 1. | Without Spares & Without Resident Engineer | |
| 2. | Without Spares & With Resident Engineer | |
| 3. | With Spares & Without Resident Engineer | |
| 4. | With Spares & With Resident Engineer | |
| <u>FOR 05 (FIVE) YEARS</u> | | |
| 5. | Without Spares & Without Resident Engineer | |
| 6. | Without Spares & With Resident Engineer | |
| 7. | With Spares & Without Resident Engineer | |
| 8. | With Spares & With Resident Engineer | |

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

All the terms and conditions of the tender for providing Comprehensive AMC of the Central Heating System installed at Six Court Block and Registry Block of this 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 Comprehensive AMC of the Central Heating System installed at Six Court Block and Registry Block of 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)