

**SUPREME COURT OF INDIA
ADMN. MATERIAL**

**Last Date For Submission of Tender
is 10.01.2020 upto 3:00 P.M.**

**F.No.1161/AC AMC/2017/SCI(AM)
Dated: 20.12.2019**

NOTICE INVITING TENDER
FOR AWARDING COMPREHENSIVE MAINTENANCE CONTRACT FOR AIR
CONDITIONERS FOR A PERIOD OF TWO YEARS

Sealed tenders are invited, **as per Proformas attached herewith**, for awarding Comprehensive Maintenance Contract for 235 Nos. of different makes of Air Conditioners installed at the Residential offices of the Hon'ble The Chief Justice of India, other Hon'ble Judges and Supreme Court Guest House situated within distance of 3-5 Kms. from Supreme Court of India premises. The tenderers are required to quote their lowest rates for repairing/replacement of consumable parts of air conditioners for a period of two years.

Interested parties, if so desire, may contact Branch Officer, Admn. Material (P & S) telephonically or personally visit at Reception Counter No. 42 for any clarification on any working day between 10.30 A.M. to 04.30 P.M. (except Saturday, Sunday and Holiday) on Telephone no. 23112257.

A. TENDER

1. The tenderers are required to quote their lowest rates for CAMC and repairing/replacement of consumable parts of Air Conditioners for a period of two years. Tenders once submitted will not be allowed to be withdrawn till finalisation of the matter.
2. The tender may be sent in sealed envelopes superscribing **(a) 'Earnest Money for awarding CAMC of Air Conditioners'** **(b) 'Tender for awarding CAMC of Air Conditioners'** by post sufficiently early so as to reach the Registry within date and time or may be delivered to the undersigned. If tender is sent through Special Messenger, an authority letter from the tenderer with proof of identity may also be given to the Messenger so that he/she could show the same along with his/her own identity proof to the Reception Officer at Reception Counter No. 42 for issuance of entry pass.

3. The tenderers are expected to examine all the instructions, Proforma's terms and conditions and specifications in the tender documents. Failing to furnish all information's required by the tender document in every respect will be at the tenderer's risk and may result in rejection of the tender.
4. The tender must be received not later than the date and time specified for submitting the same. In case, the date of submitting the tender will be declared as holiday by the Government of India then next working day of the Registry will be treated as due date of the tender.

B. TERMS AND CONDITIONS OF TENDER

5. The tenderer is required to quote their lowest rates for CAMC of Air Conditioners alongwith spare parts as per **Annexure 'A'** enclosed herewith. The rates should be valid for a period of two years from the date of awarding of tender. The tenderer shall not entitled during the said period to revoke or cancel its tender or to vary the tender or any terms thereof.
6. The tenderer is required to send their tenders along with Demand Draft of Rs. 24,000/- (Rupees Twenty Four Thousand only) drawn in favour of "The Registrar (Admn), Supreme Court of India", payable at New Delhi as Earnest Money Deposit (EMD), by writing the name of the firm, telephone number and name of the item on the reverse side of the Demand Draft. No interest will be payable on EMD. If EMD is exempted, Certificate has to be submitted alongwith the tender documents.
7. Earnest Money Deposit of tenderers would be returned by way of RTGS/NEFT or cheque after the contract has been finally awarded to the successful tenders. A copy of cancel cheque is required to facilitate refund of EMD amount.
8. Hypothetical or conditional tenders shall 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, the tenderer may be debarred to participate in the tender process of the Supreme Court.

9. The Registry will deal with the tenderer directly and no middle-men/agents/ Commission Agents etc. should be asked by the tenderer to represent their cause and they will not be entertained by the Registry.
10. Over-writing/over-typing or erasing of the figures which render its doubtful or ambiguous are not allowed and shall render the tender invalid.
11. The Registry will deal with the tenderer directly and Registry is not bound to accept the lowest tender and reserves the rights to reject or accept any or all the tenders, partly or completely, at any time without assigning any reason therefore.
12. The tenderer shall quote rates both in figures and words with blue/black ball pen.
13. The Registry, in its discretion, reserves the right to make any change, at any time, in the terms and conditions of the Notice Inviting Tender and accept or reject any or all tenders, partly or completely, at any time without assigning any reason thereof.
14. Each tenderer has to certify that all the terms and conditions are acceptable to him.
15. All the pages of quotation including the documents submitted therein must be duly signed and stamped failing which the offer shall be liable for rejection.
16. During the subsistence of contract, in case of breach of any conditions or deficiency in service, the Registry have a right to terminate the contract and to entrust the work to another contractor. The loss, if any, sustained by the Registry on that account will be recovered from the tenderer.
17. The tenderer should have a **well established workshop/ infrastructure/ manpower** and possess experience including in the Government Offices.
18. Periodical servicing has to be carried out once in three months for all the Air Conditioners covered under CAMC. During the course of servicing, the tenderer should service the unit with proper care, thoroughly check-up, checking output performance etc.

C. TERMS AND CONDITIONS FOR SUCCESSFUL TENDERER

19. The successful tenderer shall have to give performance security deposit @ of 5% of the total value of tender by way of **Bank Guarantee** 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 is later.
20. The rates so quoted should be valid for a period of two years from the date of awarding of contract, as the repair work will be required to be done at different intervals during the Contractual Period as and when required. Rates quoted shall include costs of commuting and no separate traveling charges shall be admissible.
21. The Tenderers should specifically state whether rates are inclusive of GST (as applicable); if not, it will be deemed that rates are inclusive of GST.
22. The payment of CAMC will be made on quarterly/half yearly/yearly basis after the satisfactory report (with name, designation and emp. code) of the concerned officer.
23. The successful tenderer would take up any **reported fault within two hours even at odd hours and during holidays and shall rectify the fault as far as possible**. The repairs would be carried out on-site itself. If for some reason, it is not possible to carry out the necessary repair at the place where the item is installed, prior permission in writing shall be taken before taking the item to the workshop of the tenderer. However, in case the item is not likely to be repaired within 6 hours the firm would provide a standby for the same till the faulty item is repaired.
24. 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.
25. If the work is found unsatisfactory or the visit of skilled worker to the worksite is not regular, 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.

26. Quarterly Maintenance of all the parts/items by the successful tenderer will have to be done.
27. 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.
28. 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.
29. The successful tenderer shall undertake/ ensure that the character and antecedents of each individual employee deployed by them have been got verified by the Police Authorities and record be maintained to this effect and further shall be verified from time to time so far.
30. The Registry shall have no liability, financial or otherwise, for any harm/damage/injury incurred by the personnel deployed by the successful tenderer in the course of performing the work.
31. The tenderers shall give an undertaking (as per **Annexure -'C'**) that the Firm/Partners/Director/Proprietor has not been blacklisted and their business dealings with Central/State Government/Public Sector Units/Autonomous Bodies have not been banned/terminated on the account of poor performance.
32. 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.
33. Rates quoted shall include costs of commuting, delivery and no separate travelling charges shall be admissible.
34. 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.

D. PENALTIES

35. The Registry reserves the right to terminate the contract at any time during the subsistence of contract, in case of breach of any conditions, or deficiency in service, and to entrust the work to another dealer/vendor and to recover the loss, if any sustained by the Registry from the tenderer.
36. The work executed by the firm should be to the satisfaction of the concerned officer where work has to 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.**
37. If the job is not done within stipulated period and the Registry is forced to get it done from open market at higher rates, the tenderer will have to make payment of the loss caused to the Registry.
38. If irrespective of the fact whether the Registry gets the job done or not from the outside, a penalty of 1% of total cost of delayed job will be deducted from the bill in respect of the jobs which are not done within the stipulated period (if the delay is due to willful laches of the tenderer).
39. Any loss/damage sustained to the Registry's air conditioners will be recovered from the successful tenderer.
40. Even after awarding the said contract, the Registry reserves the right to terminate the same at any point of time during the contract period, if services of the successful tenderer are not found satisfactorily.
41. The security deposit shall stand forfeited in case of breach of any of the conditions mentioned herein or if the work is found unsatisfactory/ not as per specifications.

E. INVITATION OF TENDER

Interested parties may send their tenders in two sealed envelopes containing **(a) Earnest Money for awarding CAMC of Air Conditioners** **(b) Tender for awarding Comprehensive Maintenance Contract for Air Conditioners**” respectively addressed by name to the undersigned, or may be handed over personally to Registry's Reception Counter No. 42 near PRO Officer on or before **10.01.2020 upto 3:00 PM** which will be opened at 3:30 PM on the same day by a Committee of Officers constituted for the purpose before the tenderers or their authorized representatives who may wish to remain present. The tenders received after due date and/or time and without Earnest Money will not be entertained. In the first instance, envelopes containing Earnest Money, will be opened. Thereafter, the envelope containing tender documents will be opened.

Sd/-

(B.L.N. ACHARY)
ADDITIONAL REGISTRAR (AM)

Encl : Proforma (Annexures 'A', 'B' & 'C')

Note : Registry will remain close w.e.f. 25.12.2019 to 01.01.2020 during Christmas/New Year Holidays.

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

(To be filled by the Tenderers with reference to Notice Inviting
Tender for Comprehensive Maintenance Contract for 235 nos.
of air conditioners for a period of two years)

1. (a) Name of the tenderer with complete address:

(b) Type of organisation (Proprietor/
Partnership/Registered/Private Ltd) :

(c) PAN No(s) (Photocopy to be enclosed) :

(d) GST No. (Photocopy to be enclosed) :

(e) Fax No. /e-mail ID :

(f) Website, if any :
2. (a) Contact Person with Name :
with Telephone/ Mobile No.
3. Annual turnover during last three years :
(enclosed audited balance sheet for three years)
4. Name and Mobile Number of the qualified :
Engineers
5. Whether tender document (all pages) :
duly signed, stamped and legible
6. Declaration regarding black listing or otherwise :
7. Any other information, please specify :

I certify that the information furnished above is true and correct. The terms &
conditions are acceptable to us.

Dated:

AUTHORISED SIGNATORY OF THE FIRM
Name(s) and address of the firm
(with stamp)

ANNEXURE-B

S.NO.	ITEM DESCRIPTION	QUOTED RATES
1.	CAMC charges for Air Conditioner (per unit)	
2.	Water Tray (per unit)	
3.	Front Grill (per unit)	
4.	Copper Pipe (per meter)	
5.	3 Core Wire (per meter)	
6.	PVC Water Pipe (per meter)	
7.	Drain Pipe (per meter)	
8.	Condensing Unit/ Stand (per unit)	
9.	Dismantling of window air conditioner (per unit)	
10.	Installation of window air conditioner (per unit)	
11.	Dismantling, Shifting and Re-installation of window air conditioner (per unit)	
12.	Dismantling of split air conditioner (per unit)	
13.	Installation of split air conditioner (per unit)	
14.	Dismantling, Shifting and Re-installation of split air conditioner (per unit)	
15.	Carpenter work (per unit)	
16.	Window air conditioner cover (per unit)	
17.	15 AMP Top Plug (per unit)	
18.	Remote of respective brand of air conditioner (per unit)	
19.	Compressor of respective brand of air conditioner (per unit)(with warranty)	

ANNEXURE- 'C'

UNDERTAKING

I/We undertake that (Name of the Proprietor/ Firm/ Company) has not been blacklisted/banned by any Government Department/Public Sector undertaking/ Autonomous Body.

Signature of the authorised
signatory of the Firm/Company/
Organisation/Official Stamp/Seal

Date:

Place: