

**SUPREME COURT OF INDIA  
ADMN. MATERIAL**

**Last Date For Submission of Tender  
is 08.01.2018 upto 3:00 P.M.**

**F.No.1161/AC AMC/2017/SCI(AM)  
Dated: 16.12.2017**

**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 239 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, e-Committee Office, 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, Admin Materials (Tel No. 23111403, 23388745, 23112257) on any working day other than Saturday between 10.30 A.M. to 4.30 P.M. (except Saturdays and holidays) for any further information before quoting the rates.

**A. TENDER**

1. Two separate sealed envelopes should be used for submitting superscribing (a) **“Earnest Money for awarding Comprehensive Maintenance Contract for air conditioners”** (b) **“Tender for awarding Comprehensive Maintenance Contract for air conditioners”**.

2. The tender may be sent by post sufficiently early so as to reach the Registry within time, or may be delivered to the undersigned. 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 Reception Counter No. 37 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 day will be treated as due date of the tender.

#### **B. TERMS AND CONDITIONS OF TENDER**

5. The tenderers are required to quote their lowest rates, GST/Taxes (with percentage), discounts and details (inclusive of labour), for repair/maintenance of air conditioners alongwith the spare parts.
6. The tenderers are required to send their tender along with a **Demand Draft of Rs. 12,000/- (Rupees Twelve Thousand Only) drawn in favour of "The Registrar (Admn.), Supreme Court of India" payable at New Delhi as Earnest Money**, which will be refunded to the unsuccessful tenderers on their written request after awarding of the contract. **Name of the firm, telephone number and name of the item** may be written on the reverse side of the Demand Draft.
7. The maintenance contract includes thorough check-up and cleaning which includes overall servicing etc. of the air conditioners and keeping them in an excellent working condition by preventive maintenance and also to attend to the complaints of breakdown. The breakdown calls are to be effectively attended within 2 hours positively of receipt of the complaint.

8. The rates should be valid for a minimum period of 120 days from the date of opening of the Tender documents.
9. Hypothetical or conditional tenders will not be entertained. Tender once submitted shall not be allowed to be withdrawn and altered. If the tender is withdrawn and altered by the concerned party after it is submitted, appropriate action may be taken.
10. The Registry will deal with the tenderer directly and no middle-men/agents/commission agents etc. should be asked by the tenderers to represent their cause and they will not be entertained by the Registry.
11. Over-writing/over-typing or erasing of the figures which render it doubtful or ambiguous are not allowed and shall render the tender invalid.
12. The Registry reserved 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 wholly or partly without assigning any reason thereof.
13. The tenderer shall quote rates both in figures and words with blue/black ball pen.
14. 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.
15. It is not binding to accept the lowest tender.
16. The tenderer should submit proof of his domicile in Delhi-NCR along with address of the office.
17. The tenderer should have a **well established workshop/infrastructure** and process minimum three years experience including in the Government Offices.
18. Each tenderer has to certify that all the terms and conditions are acceptable to him. **The Security deposit shall stand forfeited in case of breach of any of the conditions.**

19. During the subsistence of contract, in case of breach of any condition 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.**

### **C. TERMS AND CONDITIONS FOR SUCCESSFUL TENDERER**

20. The successful tenderer shall have to give Performance Security Deposit @ of 5% of the total value of tender 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. If the successful tenderer abandons the contract prematurely, or fails to perform his part of contract, the security deposit or any part thereof will be liable to be forfeited.

21. 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.

22. The payment of CMC will be made on quarterly basis after the satisfactory report (with name, designation and Emp. code) of the concerned officer.

23. The successful tenderer have to give an undertaking mentioned at Annexure 'C' regarding maintenance contract.

24. 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. No TA will be given. 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.**

25. The tenderer shall **maintain the equipment as per manufacturer's guidelines and shall use only standard/ compatible/ equivalent components for replacement.** The original specification/ characteristics/ features of the item shall not be changed without prior intimation to the Supreme Court of India.
26. 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.
27. The payment of the work done shall be made on bill basis generally within 15 days from the date of presentation of proper bill with signed satisfactory report of the concerned officer.
28. 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 of the work. Neither the successful tenderer nor his workers shall have any claim on this Registry for compensation or financial assistance on this account.

#### **D. PENALTIES**

29. 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.
30. 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.**

31. 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.
32. 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).
33. Any loss/damage sustained to the Registry's air conditioners will be recovered from the successful tenderer.
34. 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.
35. In case of default of any conditions stated in regard to, by the successful tenderer during the period of their contract, the security deposit shall stand forfeited without any further notice or opportunity.

### **E. INVITATION OF TENDER**

Interested parties may send their tenders in two sealed envelopes containing Earnest Money and Tender Documents superscribing (a) **“Earnest Money for awarding Comprehensive Maintenance Contract for 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. 37 near PRO Officer on or before **08.01.2018 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. If Earnest Money of the tenderers are found to be as per requirement, then only the Envelopes containing Tender Document will be opened.

Sd/-

( NEENA AHUJA)  
DEPUTY REGISTRAR (AM)

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

**Note : Registry will remain close w.e.f. 25.12.2017 to 03.01.2018 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 239 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) :

2. (a) Traders Identification No(s) :

(b) Nature of business ( Manufacturer/  
Service/Repair & Maintenance/others) :

3. (a) Contact Person with Name :  
with Telephone/ Mobile No.

(b) Pan No. :  
(photocopy to be enclosed)

(c) GST No. :  
(photocopy to be enclosed)

(d) Fax No./ E Mail ID :

(e) Website, if any :

4. Annual turnover during last three years :  
(enclosed audited balance sheet for three years)

5. Name and Mobile Number of the qualified  
Engineers :

6. Whether tender document (all pages)  
duly signed, stamped and legible :
  
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)

<b>S.NO.</b>	<b>ITEM DESCRIPTION</b>	<b>QUOTED RATES</b>
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 (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)	

**UNDERTAKING**

**ANNEXURE 'C'**

With reference to the Notice Inviting Tender for awarding of comprehensive maintenance contract for air conditioners for a period of two years. We hereby undertake that;

a) Maintenance contract includes thorough check-up and cleaning which includes overall servicing etc. of the air conditioners and keeping them in an excellent working condition.

b) Breakdown calls of air conditioners are to be effectively attended within 2 hours positively on receipt of the complaint. Even at odd hours and during holidays and rectify the faults as far as possible.

c) If deficiency in service is counted, 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.

d) We will maintain the equipment as per manufacturer's guidelines and shall use only standard/ compatible/equivalent components for replacement.

e) Our company has not been blacklisted/banned by any Government Department/Public Sector Undertaking/Autonomous Body.

Authorized Signatory (with stamp)

Name:

Designation: