

# **HIGH COURT OF JAMMU & KASHMIR**

## **NOTICE INVITING TENDER**

No.: TENDER-JKHC/6/2017 Dated: 07-07-2017

**Subject: Tender for Comprehensive Annual Maintenance Contract of Air conditioners.**

Sealed Tenders are invited for the Comprehensive Annual Maintenance Contract of Air conditioners installed in the District Courts in the State of Jammu & Kashmir from Manufacturing Companies, reputed vendors/dealers, registered, bonafide, reputed, experienced and eligible firms who have executed similar nature of maintenance work in Government Ministries/Departments, Semi-government organizations including Public Sector Undertakings/autonomous bodies and satisfying all other terms and conditions in this tender document.

### **1. Instructions to the tenderers:**

Tenders will be invited in sealed envelope consisting of Techno-commercial & Price Bid. The bid shall be made and put in the sealed single envelope containing the title **“TENDERS FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF AIR CONDITIONERS OF THE DISTRICT COURTS IN THE STATE OF JAMMU AND KASHMIR.”** and addressed to the the **“Central Project Coordinator (e-Courts), High Court of Jammu & Kashmir”** and submitted latest by 25-07-2027 4:00 P.M. The Tender shall be opened on next working day at 11:30 A.M in the Office of Central Project Coordinator, High Court of Jammu & Kashmir in presence of parties or their representatives if they chose so.

### **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:**

- 3.1. The place of performance of AMC will be District Courts in the State of Jammu & Kashmir (as per "**Annexure-A**").
- 3.2. It will be duty of the Contractor to have the credentials of the Service Engineers verified and certified.
- 3.3. It must be noted that number of Air conditioners may increase or decreased at the sole discretion of the High Court of Jammu & Kashmir, in that case, payment will increase/decrease proportionately.
- 3.4. Nos. of items proposed to be covered under the AMC.

S. No.	Particulars	Numbers
1	Air Conditioners	22

### 4. **Duties and responsibilities:**

- 4.1 The vendor should attend to all the complaints, irrespective of its nature.
- 4.2 Maintaining the Air conditioners in perfect working condition.
- 4.3 To attend the complaints without fail within shortest possible time and in no case shall exceed 2 days downtime.
- 4.4 To depute service engineer to check the Air conditioners and rectify the problem immediately to make it functional.
- 4.5 To replace all such parts which are damaged and which cannot be repaired to keep the Air conditioners in good working condition.
- 4.6 To use only **Genuine Original spare parts** of manufacturing companies in the Air conditioners.
- 4.7 To carry out preventive maintenance on monthly basis of all the ACs and to submit the report to the concerned Pr. District and Sessions Judge who after attestation shall forward the same to Registrar General, High Court of J&K.
- 4.8 To maintain extra inventory of hardware items of the Air conditioners.

- 4.9 To maintain highest order of integrity, moral and social responsibility and decorum of the Courts.

5. **Eligibility Criteria:-**

- A. The Agency applying should possess valid Income Tax PAN Number, TIN No. and Service Tax Account No. The Agency should have a minimum experience of 03 years in providing complete Annual Maintenance of Air conditioners in Central Government / State Government Departments/Public Sector Undertakings/Autonomous Bodies/ reputed Private organizations.
- B. The tenderer must have an average annual turnover of Rs.10 Lakh during the last three years in the field of sales, supply and maintenance of air conditioner.

Copies of the following documents should be submitted along with the Bid:

- a. Service Tax Certificate.
- b. Income Tax PAN No.
- c. Income Tax Return for the last three years i.e. 2013-14, 2014-15, and 2015-16.
- d. Valid TIN / VAT registration details.
- e. Latest Service Tax Return.
- f. Documents along with proof regarding Experience of 3 years in providing similar services in Central Government/State Government /Public Sector Undertakings/Autonomous Bodies / reputed Private sector.
- g. CA Statement showing average turnover for the last three financial years.
- h. The Earnest Money Deposit (EMD) of Rs. 10,000/-(Rupees Ten Thousand Only) through a Demand Draft/Pay Order /unconditional Bank Guarantee.
- e. Tender fees of Rs. 500/- in the form of Demand Draft drawn in the name "The Registrar General", High Court of Jammu & Kashmir" payable at Srinagar.

6. **Evaluation of Bids:**

- (i) The Technical Bid and Price Bid will be opened simultaneously. It must satisfy all the terms and conditions mentioned in this document and must be accompanied by all the requisite documents.
- (ii) Filling up of all the columns in Technical Bid and Price Bid is compulsory.

7. **Earnest Money Deposit and Tender Fees:**

8. The tenders should be accompanied by Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand Only) in the form of Demand Draft/FDR/CDR/unconditional Bank Guarantee from any of the Nationalized / Scheduled banks in an acceptable form drawn in favour of "**Registrar General, High Court of Jammu & Kashmir and payable at Srinagar**" without which the tender will not be considered. The earnest money deposit will be returned to all the unsuccessful Tenderers, after finalization of the work. The Tender fees of Rs. 500/- (Rs. Five hundred Only) in the form of Demand Draft of the nationalized/scheduled banks drawn in the name "Registrar General, High Court of Jammu & Kashmir, payable at Srinagar " is also to be accompanied with the tender document.

8. **Performance Guarantee (Security Deposit):**

The successful Bidder shall give performance security in the form of Account Payee Demand Draft or unconditional Bank Guarantee from a Nationalized Bank / Scheduled Banks amounting to **5%** of the total contractual value in favour of **Registrar General, High Court of Jammu & Kashmir**. 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, an/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 Jammu & Kashmir that the contractor firm may invite upon themselves due to any of the reasons specified above.

9. **Other terms and conditions of the Tender :**

- a. The Registrar General, High Court of Jammu & Kashmir, 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 Jammu & Kashmir to inform the unsuccessful Tenderer of the outcome of the Tender process and reasons for rejection of tender.
- c. The successful contractor shall, during the validity of the contract, engage Service Engineers to attend the complaints of the ACs.
- d. Payment of contractual value, in appropriate proportion, shall be released every quarter (3 months) based on the performance of the vendor duly certified by the Officer nominated by the District and Sessions Judge of the respective District regarding the AMC of the ACs.
- e. It shall be mandatory on firm to conduct routine checks to maintain the ACs in perfect working condition and to submit the routine check reports on monthly basis to the Pr. District & Sessions Judge concerned and the said Pr. District Judge shall after due attestation thereafter submit the said reports to Registrar General, High Court of Jammu & Kashmir.
- f. In case of pecuniary loss suffered by any of the users/beneficiaries of the District Courts / Tehsil Courts of Jammu & Kashmir attributed to the Contractor, the Registrar General, High Court of Jammu & Kashmir 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. Rates offered in the Tender will not be enhanced during the period of contract.
- h. The rates finally approved/accepted by the High Court of Jammu & Kashmir shall be valid for the whole of the contract tenure and no upward revision will be allowed under any circumstances whatsoever.



- i. 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 Registrar General, High Court of Jammu & Kashmir and his performance security deposit shall be forfeited.
- j. The contract can be terminated by the Registrar General High Court of Jammu & Kashmir, at any time without assigning any reason if the work of the contractor is found unsatisfactory. In this respect, the decision of the Registrar General, High Court of Jammu & Kashmir, will be final and binding on the contractor. The Registrar General, High Court of Jammu & Kashmir, reserves the right to accept or reject any bid in whole or in part without assigning any reasons thereof.
- k. The bills in triplicate for the services prepared on the basis of rates will have to be submitted in favour of The Registrar General, High Court of Jammu & Kashmir, for effecting payment. No advance payment shall be made for the services.
- l. The job carried out shall be to the satisfaction of the Registrar General, High Court of Jammu & Kashmir, after getting certification from the concerned Pr. District & Sessions Judge. Depending upon the severity of negligence, the Registrar General, High Court of Jammu & Kashmir 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 Jammu & Kashmir. The decision of the Registrar General of the High Court of Jammu & Kashmir shall be final and binding on the firm/agency. Premature withdrawal of the Tender by the Tenderer shall make him liable for forfeiture of the earnest money.
- m. All the pages of the tender document to be serially numbered and duly stamped & signed by the bidder.
- n. A penalty of Rs.200/- per day will be imposed for non-attendance of Service Engineers, after the call is registered with the contractor. In this regard, the decision of the Registrar General shall be conclusive and binding on the contractor.
- o. The Registrar General, High Court of Jammu & Kashmir, 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.

- p. The Registrar General, High Court of Jammu & Kashmir, 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.
- q. The vendor shall provide e-mail ids and contact numbers of Service Engineers for registration of complaints and shall maintain log of the complaints so registered.

SD/-

**Central Project Coordinator  
(e-Courts)**

**HIGH COURT OF JAMMU & KASHMIR**

**Annexure-I****Techno-Commercial Bid****TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE  
AIR CONDITIONERS**

<b>S.No.</b>	<b>Description</b>	<b>Indicate also page number where attached</b>
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 3 Financial Year's Income Tax Return.	
6.	Service Tax Registration No. (Please attach) , TIN No.	
7.	Latest Service Tax Return (Please attach).	
8.	Experience of 3 years in providing services in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies/ reputed private sector	
9.	Details of Bid Security/Earnest Money Deposit: a) Amount: b) Demand Draft/Pay Order / Banker / Cheque No.: 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**

(With Seal of the Agency affixed)

Date:

Place:

**Annexure-II****PRICE BID**

<b>S.No.</b>	<b>Name of the Item</b>	<b>Total Number of Air Conditioners</b>	<b>Item Per unit Rate</b>	<b>Taxes per unit</b>	<b>Total Amount in Rs.</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6=3x(4+5)</b>
1.	Air conditioners of various rating	22			
	Total Amount				

Total Amount in Words:

**Note:** All Duties/Taxes are to be mentioned by the bidder.

All the terms and conditions of the tender for providing **Comprehensive AMC of Air conditioners** are acceptable to me.

**Signature of Bidder with Seal**

**“Annexure – A”**

S. No	District Court Name	Air conditioners
		Make & Model
1.	Anantnag	LG Make 1.5 Ton
2.	Bandipora	LG Make 1.5 Ton
3.	Baramullah	LG Make 1.5 Ton
4.	Budgam	LG Make 1.5 Ton
5.	Bhaderwah	LG Make 1.5 Ton
6.	Ganderbal	LG Make 1.5 Ton
7.	Jammu	LG Make 2.0 Ton
8.	Kargil	LG Make 1.5 Ton
9.	Kishtwar	LG Make 1.5 Ton
10.	Kupwara	LG Make 1.5 Ton
11.	Kulgam	LG Make 1.5 Ton
12.	Kathua	LG Make 1.5 Ton
13.	Leh	LG Make 1.5 Ton
14.	Poonch	LG Make 1.5 Ton
15.	Pulwama	Videocon 1.5 Ton
16.	Rajouri	LG Make 1.5 Ton
17.	Reasi	LG Make 1.5 Ton
18.	Ramban	LG Make 1.5 Ton
19.	Samba	LG Make 1.5 Ton
20.	Shopian	LG Make 2.0 Ton
21.	Srinagar	LG Make 2.0 Ton
22.	Udhampur	LG Make 1.5 Ton