

HIGH COURT OF JAMMU & KASHMIR

NOTICE INVITING TENDER

No.: TENDER-JKHC/7/2017

Dated: 07-07-2017

Subject:- Tender for Comprehensive Annual Maintenance Contract of DG sets.

Sealed Tenders are invited for the Comprehensive Annual Maintenance Contract of DG sets 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 DG SETS OF THE DISTRICT COURTS IN THE STATE OF JAMMU AND KASHMIR.”** and addressed to the **“Central Project Coordinator (e-Courts), High Court of Jammu & Kashmir”** and submitted latest by 24-07-2017 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. Bids received after due date and time shall not be considered.

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 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 DG sets 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. Number of items proposed to be covered under the AMC:

S. No.	Particulars	Numbers
1.	DG sets	24

4. **Duties and responsibilities: -**

- 4.1 The vendor should attend to all the complaints, irrespective of its nature.
- 4.2 Maintaining the DG sets 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 DG sets 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 DG sets in good working condition.
- 4.6 To use only **Genuine Original spare parts** of manufacturing companies in the DG sets.
- 4.7 To carry out preventive maintenance on monthly basis of all the DG sets 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 DG sets.

- 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 No., TIN No. and Service Tax Account No. The Agency should have a minimum experience of 03 years in providing complete Annual Maintenance of DG Sets 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 DG sets.
- C. 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. 25,000/- (Rupees Twenty Five Thousand Only) through a Demand Draft/FDR/CDR/unconditional Bank Guarantee.
 - i. 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:**

The tenders should be accompanied by Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees Twenty Five 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, 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 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 DG sets.
- (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 DG sets.
- (e) It shall be mandatory on firm to conduct routine checks to maintain the DG sets 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 J&K Srinagar**

Annexure-I
Technical Bid

TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE DG sets

S.No.	Description	Indicate also page number 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 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.	Copy of CA Statement showing average yearly turnover of at least 10 lakhs during the last three financial years.	
10.	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

Note: Please indicate the page numbers where documents are attached. The entire Tender documents should be serially page numbered including enclosures.

Annexure-II**PRICE BID**

S.No	Name of Item	Total Number DG Sets.	Rate Per unit	Taxes per unit	Total Amount in Rs.
1	2	3	4	5	6=3x(4+5)
1	DG sets of various ratings	24			

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 DG sets are acceptable to me.

Signature of Bidder with Seal

Annexure "A"

Sr. No.	District	Court Complex Name	DG Sets
			Make & Model
01	Anantnag	District Court Anantnag	Kirlosker 5KVA
02	Kulgam	District Court Kulgam	Kirlosker 5KVA
03	Pulwama	District Court Pulwama	Birla Ecogen 5KVA
04	Budgam	District Court Budgam	Mahindra Powerol 5KVA
05	Shopian	District Court Shopian	Mahindra 10KVA
06	Ganderbal	District Court Ganderbal	Mahindra 5KVA
07	Baramulla	District Court Baramulla	Mahindra 5KVA
08	Bandipora	District Court Bandipora	Mahindra 5KVA
09	Kupwara	District Court Kupwara	Kirlosker 5KVA
10	Leh	District Court Leh	BIRLA ECOGEN 5KVA
11	Kargil	District Court Kargil	Mahindra 10KVA
12	Srinagar	District Court Srinagar	Mahindra 10KVA
13	Jammu	District Court Jammu	Power Generation 10KVA
14	Samba	District Court Samba	Escorts 5 KVA
15	Kathua	District Court Kathua	Mahindra 5KVA
16	Rajouri	District Court Rajouri	Kirloskar 6 KVA
17	Reasi	District Court Reasi	Kirlosker 2 KVA
18	Kishtwar	District Court Kishtwar	BIRLA Power 5KVA
19	Ramban	District Court Ramban	Powers 5KVA
20	Poonch	District Court Poonch	BIRLA Power solution 5KVA
21	Udhampur	District Court Udhampur	Dynamic Diesel Generator 5KVA
22	Bhaderwah	District Court Bhaderwah	Escorts 5 KVA
23	Kupwara	Handwara	Mahindra 5KVA
24	Reasi	Sub-Judge Court Katra	Escorts 5 KVA