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HIGH COURT OF UTTARAKHAND, NAINITAL

LIMITED TENDER NOTICE

Dated: January 4th, 2014

This Court invites sealed tender from eligible/experienced vendors for **“total solution for supply, installation, commissioning and maintenance of Air Conditioning Units (Split based) with heating facility”** with buyback offer of functional window based two air conditioning units, for use at High Court of Uttarakhand at Nainital. The intended bidders may see the details of tender at Management Section of this High Court on any working day. The details are also available on our website <http://www.highcourtofuttarakhand.gov.in>.

The Sealed Tender complete in all respect addressed to the Registrar General, High Court of Uttarakhand, Nainital superscripting thereon **“Tender for Air Conditioning Units”** must be submitted latest by **20.01.2014** upto 3.00 pm and tenders will be opened at 3.30 pm on same day. The tender received beyond the scheduled time shall be summarily rejected.

By order of the Court

Sd/-
Registrar General

HIGH COURT OF UTTARAKHAND AT NAINITAL

LIMITED TENDER NOTICE

Dated: January 4th, 2014

SUB: TENDER FOR "TOTAL SOLUTION FOR SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF AIR CONDITIONING UNITS (SPLIT BASED) WITH HEATING FACILITY" WITH BUYBACK OFFER OF FUNCTIONAL WINDOW BASED TWO AIR CONDITIONING UNITS, FOR THE USE AT HIGH COURT OF UTTARAKHAND AT NAINITAL.

Sealed tenders are invited for "total solution for supply, installation, commissioning and maintenance of Air Conditioning Units (Split based) with heating facility" with buyback offer of functional window based two air conditioning units, for the use at High Court of Uttarakhand at Nainital as per the specifications and terms & conditions mentioned in the Tender documents from Manufacturing Companies (OEM) or authorized Vendors/Dealers, duly registered, 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:

The Sealed Tender complete in all respect addressed to the Registrar General, High Court of Uttarakhand, Nainital superscripting thereon "Tender for Air Conditioning Units" must be submitted latest by 20.01.2014 upto 03.00 pm and tenders will be opened at 03.30 pm on same day. The tender received beyond the scheduled time shall be summarily rejected.

2. Scope of Work:

- A. Total solution for the "supply, installation, commissioning and maintenance of Air Conditioning Units (Split based) with heating facility" with buyback offer of functional window based two air conditioning units, for the use at High Court of Uttarakhand at Nainital.
- B. At present, 14 nos. of "Air Conditioning Units (Split based) with heating facility" are to be supplied. The number of items to be purchased may increase or decrease.
- C. The bidder shall quote the prices of goods including all taxes, levies or other transportation charges.
- D. If the installation of stabilizer is necessary with Air Conditioning Units, then it should be mentioned clearly. Further, The prices should be inclusive of charges of Stabilizer.

- E. The prices should be inclusive of installation charges, if any.**
- F. The Air Conditioning Units (Split based) with heating facility are to be installed at the official residences of Hon'ble Judges and Registrar General of this High Court.
- G. The entire work will have to be completed by the successful bidder within a period of 21 days.
- H. The Air Conditioner Unit should have five star energy rating.
- I. The compressor should be a rotary compressor with high durability and with minimum one-year warranty but in no case, lesser than provided by the manufacturing company.
- J. The Air Conditioning Units (Split based) with heating facility should have:-
- a. Anti-bacteria and anti-dust filter.
 - b. Remote control accessibility.
- K. The air conditioning units including the compressor should be ISI brand or such equal brand as approved by the Government. The air conditioning unit should also have all standard certifications.
- L. There should be provision for providing safety to the Air Conditioning Units from thunderbolt or high voltage or voltage fluctuation.
- M. Buyback offer of the old functional two air conditioning units should be submitted alongwith tender.**
- N. Fitting of system, layout of wiring should be with excellent craftsmanship and with high quality accessories.
- O. Necessary electric fittings should be of very good quality, with standard certifications.
- P. The work of installation including laying of wires should be on high craftsmanship without any inconvenience of Hon'ble Judges, Registrar General or their family members.
- Q. Brand name/Model of Air Conditioning Units etc. should be clearly mentioned in the tender.

3. Duties and responsibilities:

- A. The vendor should attend to all the complaints, irrespective of its nature.
- B. The Vendor has to look after all types of problems, which are faced by the end-users.
- C. 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.

- D. To replace all such parts which are damaged and which cannot be repaired to keep the Air Conditioning Units in good working condition.
- E. To use only genuine original spare parts of reputed firms/manufacturing company in the Air Conditioning Units.
- F. To maintain highest order of integrity, moral and social responsibility and decorum of the Courts.

4. 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 similar services 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 company manufacturing the air conditioning units must be in this business for a period of more than 15 years.
- C. The bidder may either be the manufacturer or an authorized dealer.
- D. Copies of the following documents should be submitted alongwith the Bid.
 - a. Turnover of Rs.50 Lakh from similar business in last three years.
 - b. Audited Profit & Loss Account of last three financial years.
 - c. Service Tax Certificate.
 - d. Income Tax PAN No.
 - e. Income Tax Return for the last three financial years.
 - f. ISO Certification of bidder company will be appreciated & preferred, it all other conditions & features are same & equal.
 - g. Latest Service Tax Return.
 - h. Documents regarding Experience of 05 years in providing similar services in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies.
 - i. The Form Fee of ₹500/- (five hundred only) through a Demand Draft (**separate draft**).
 - j. The Earnest Money Deposit (EMD) of ₹20,000/- (twenty thousand only) through a Demand Draft/Fixed Deposit Receipt/unconditional Bank Guarantee.

5. Form Fee Deposit:

The tender should be accompanied by Form Fee (**separate draft**) of ₹500/- (five hundred only) in the form of Account Payee Demand Draft 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 tender will not be considered.

6. Earnest Money Deposit:

The tender should be accompanied by Earnest Money Deposit (EMD) of ₹20,000/- (twenty thousand only) in the form of Account Payee Demand Draft/Fixed Deposit Receipt/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 tender will not be considered. The earnest money will be returned to all the unsuccessful Tenderers after finalization of the Contract.

7. Performance Guarantee (Security Deposit):

The successful Bidder shall give performance security in the form of Account Payee **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-two (62) months 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.

8. Other terms and conditions:

- A. Fax/Telex/E-mail and incomplete offers will be rejected.
- B. The Tender document will form an integral part of the Contract to supply.
- C. The Tender documents can also be directly downloaded from the website www.highcourtofuttarakhand.gov.in. No editing, addition/deletion of the matter is permitted. If such action is observed at any stage, such Tenders are liable for outright rejection.
- D. Tender document should be signed and stamped by the bidder on each page accepting the terms and conditions of the Tender.

- E. Canvassing in any form will be viewed seriously and if any Bidder is found to be resorting to such practice, the Tender of such firm will be rejected.
- F. In case of any discrepancy between the unit price and the total price, the unit price shall prevail and total price shall be corrected unless it is lower than the sum total of unit prices. If there is any variation between the amount written in figures and words, then the amount whichever is lower shall be taken into consideration.
- G. 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.
- H. 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.
- I. **Delivery and installation period:** The firm shall have to supply and install requisite items within a period of two weeks from the date of issue of purchase order. In case of failure, the Court shall have a right to take appropriate action including forfeiture of security.
- J. **Payment term:** 100% on successful and satisfactory installation and on the submission of unconditional Bank Guarantee of 10% of the total amount from a nationalized/scheduled bank towards due performance of warranty.
- 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.
- L. Procurement of the complete system will be in accordance with Uttarakhand Procurement rules 2008 and allied G.O.s or decisions of Hon'ble Court.
- M. If any item supplied by the firm is found not upto the mark, the items will not be accepted and supplier shall be liable to pay 5% of cost of items as damages and it may be adjusted from the security amount or shall be recovered.
- N. **The company has to give warranty and on site comprehensive annual maintenance contract for a period of 05 years after expiry of the period of warranty.**
- O. **The rates for on site comprehensive annual maintenance contract for a period of 05 years after expiry of the period of warranty should be mentioned separately and clearly. Further, Hon'ble High Court is not bound to accept the offer of annual maintenance contract.**

- P. The firm shall have to supply the items at High Court of Uttarakhand, Nainital at its own expenses. No price revision/alternative will be allowed after the receipt of the Bid.
- Q. 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.
- R. 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 who has approved the award of the contract.
- S. The Registrar General High Court of Uttarakhand, Nainital at any time without assigning any reason, can terminate the contract.
- T. 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 Uttarakhand, Nainital for effecting payment. No advance payment shall be made for the services.
- U. **Penalty clause for causing delay in completion of work:** The job carried out shall be to the satisfaction of the Registrar General, High Court of Uttarakhand, Nainital after getting certification from the I/C Management Section 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.
- V. Premature withdrawal of the Tender by the tenderer shall make him liable for forfeiture of the earnest money.
- W. The Registrar General, High Court of Uttarakhand reserves right to increase or decrease the number of items at its discretion.
- X. Response time, removal of defects etc. must be as under, failing which penalty mentioned there against shall be levied against the vender(s).

Item	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		
Air Conditioning Units	12 Hours	₹500/-	4 Hrs	₹500/-	Upto 48 Hrs with penalty	Making available standby (of same configuration) + enhancement of penalty to ₹1,000/- per day per complaint per item from 4 th day onwards.

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

- Y. 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.
- Z. Any disputes arising out of this tender will be under the jurisdiction of Court of Nainital only.

Sd/-
Registrar General
High Court of Uttarakhand, Nainital.