

HIGH COURT OF UTTARAKHAND AT NAINITAL

E-TENDER NOTICE

Dated: 30.08.2019

This Court invites E-tender for “**On Site Comprehensive Annual Maintenance Contract**” of the Central Heating System installed at High Court of Uttarakhand at Nainital, in two-cover system (Technical & Financial) from eligible/reputed/experienced vendors/firms.

The last date of submission of E-tender is 18.09.2019 at 4:30 PM. The details of Tender documents viz. technical bid and financial bid along with terms and condition of tender can be downloaded from <http://uktenders.gov.in> and our website <http://www.highcourtofuttarakhand.gov.in>.

By order of the Court

Registrar General

HIGH COURT OF UTTARAKHAND AT NAINITAL

E-NOTICE INVITING TENDER

Dated: 30.08.2019

Subject:- E-tender for On Site Comprehensive Annual Maintenance Contract of the Central Heating System installed at High Court of Uttarakhand at Nainital.

E-tender are invited for the “**On site Comprehensive Annual Maintenance Contract**” of the Central Heating System installed at High Court (Chief Justice Court Block, Four Court Block, Six Court Block and Registry Block of this High Court) from Manufacturing Companies (OEM), reputed Vendors/Dealers, registered, bonafide, reputed, 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. Time schedule of tender

SN	Particulars	Date
1.	Date of release of tender	30.08.2019
2.	Document download start date	03.09.2019; 11:00 AM
3.	Bid submission start date	03.09.2019; 11:00 AM
4.	Bid submission end date	18.09.2019; 04:30 PM
5.	Date of Technical Bid opening	19.09.2019; 11:00 AM
6.	Date of Financial Bid opening	23.09.2019; 11:00 AM

2. Instructions to the tenderers/Submission of Bid:

- A. The complete bid document can be downloaded from e-procurement portal <http://uktenders.gov.in> and on the website <http://www.highcourtofuttarakhand.gov.in>.
- B. The Annexure-I (Technical) and The Annexure-II (Financial/ in BOQ excel sheet) shall be submitted online on or before **18.09.2019, 4:30 PM**.
- C. EMD/Bid security of Rs. 20,000/- (twenty thousand only) in the form of FDR/Unconditional BG of any nationalized/scheduled bank duly pledged in the favour of **Registrar General, High Court of Uttarakhand, Nainital** having validity of not less than three months, shall be submitted.
- D. The cost of bid document (Tender fee) is Rs. 1180/- (inclusive of 18% GST) which is non-refundable. The payment against the cost of bid document will be done in form of demand draft issued by any nationalized/scheduled bank duly pledged in the favour of **Registrar General, High Court of Uttarakhand, Nainital** having validity of not less than three months.
- E. Tenders (only in the format issued by this office) are to be filled as per the conditions mentioned in the tender form and the bidders have to sign on the acceptance of conditions otherwise bid will be rejected.

- F. The tenderer/bidders are required to upload self attested and scan photocopies of the documents mentioned at Clause 4-C, failing which their bids shall be summarily/out-rightly rejected and will not be considered any further.
- G. The tenders received without requisite earnest money and tender fee will be rejected out- rightly.
- H. The bidders, in their own interest, should inspect and examine the site and its surroundings and certify themselves, before submitting their bid.
- I. Any amendment in the bidding document, at any time prior to the deadline for e-submission of bids, will be uploaded as corrigendum on <http://uktenders.gov.in>, such amendments modification shall be bidding on all the prospective bidders.
- J. The tender received beyond the scheduled date & time shall be summarily rejected.
- K. Any amendment in the bidding document, at any time prior to the deadline for e-submission of bids, will be uploaded as corrigendum on <http://uktenders.gov.in>, such amendments modification shall be binding on all the prospective bidders.
- L. The tender received beyond the scheduled date & time shall be summarily rejected.
- M. The firm should not be black listed or terminated in past & the bidders shall have to furnish declaration for the same.
- N. If any of the technical details submitted by the bidder is found false, then the firm will be blacklisted by the department.

3. Opening of Bid

- A. Only online submission of bid is permitted, therefore; bids must be submitted online on website: "http://uktenders.gov.in". The bids (Annexure-I/Technical) will be opened online at **11:00 AM on 19.09.2019** by the authorized officers and in the presence of authorized representative(s) of the Bidders, who choose to remain present, in the office of Registrar General, High Court of Uttarakhand, Nainital.
- B. After opening of the Tender Bid Annexure-1/technical, evaluation shall be done and the bidder shall be evaluated for qualification. The list of the technically qualified bidders shall be displayed on the portal "http://uktenders.gov.in".
- C. The bids (Annexure-II/Financial) will be opened online at **11:00 AM on 23.09.2019** by the authorized officers and in the presence of authorized representative(s) of the Bidders, who choose to remain present, in the office of Registrar General, High Court of Uttarakhand, Nainital.
- D. The bid shall be valid for a period of 120 days from the date of opening of technical bid.
- E. Correction of errors – As financial bid shall be submitted online, so no correction shall be allowed after opening of online financial bid.
- F. Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Purchaser's processing of bids or award decisions may result in the rejection of his Bid.
- G. Conditional/unsolicited tenders shall not be considered.

H. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

4. Eligibility Criteria/Submission of documents:-

- A. The Tenderer should have a minimum experience of 03 years in providing Annual Maintenance of Central Heating Systems 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 Tenderer must have an average annual turnover of at least Rs. 20 Lakh in each of last three financial years. Audited balance sheet copy to be attached as proof.
- C. The tenderer are required to submit following original document/Copies in the office of Registrar General, High Court of Uttarakhand alongwith the Bid.
- i. Signed copy of tender document.
 - ii. Annexure-I (filled)
 - iii. Copy of Audited Profit & Loss Account of last three financial years.
 - iv. Copy of Service Tax Certificate (if any).
 - v. Copy of PAN
 - vi. Copy of GST Registration
 - vii. Copy of Income Tax Return for the last three financial years.
 - viii. Copy of ISO Certification. (Optional)
 - ix. Copy of Latest Service Tax Return.
 - x. Documents regarding Experience of 03 years in providing annual maintenance of central heating system in Central Government/State Government/Public Sector Undertakings/ Autonomous Bodies.
 - xi. EMD/Bid security of Rs. 20,000/- in the form of FDR/Unconditional BG of any nationalized/scheduled bank duly pledged in the favour of **Registrar General, High Court of Uttarakhand, Nainital** having validity of not less than three months.
 - xii. The cost of bid document (Tender fee) is Rs. 1180/-(inclusive of 18% GST) which is non-refundable. The payment against the cost of bid document in form of demand draft issued by any nationalized/scheduled bank duly pledged in the favour of **Registrar General, High Court of Uttarakhand, Nainital** having validity of not less than three months.
 - xiii. Certificate of authorization as authorized Service Provider from Original Equipment Manufacturer (OEM). (Optional)
 - xiv. An undertaking (Self-certificate) that the bidder has not been blacklisted by a Central/State Government institution and there has been no litigation with any government department on account of any issues/services. (To be uploaded in the company's letter head with seal and signature).

- xv. Affidavit stating that they have not been blacklisted by any government agency/Central government/State Government Departments/PSU/Autonomous bodies in india.

Above mentioned original document are required to be submit on or before **18.09.2019 at 4:30 PM** or as per date extension notice given by High Court, either by registered post/courier services or by hand, failing which the bids will be declared non-responsive.

5. 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.

6. Scope of Work:-

- A. The place of performance will be High Court of Uttarakhand at Nainital.
- B. Attending to complaints on daily basis.
- C. The maintenance contract will include necessary repairs and maintenance of the installed Central Heating System and replacement of defective/damaged parts, components and other accessories.
- D. The vendor will be duty bound to maintain the Central Heating System in most safe, secure & efficient state.
- E. Maintaining log file of the complaints and its solution & put it before In-Charge, Infrastructure.
- F. The Vendor to look after all types of problems in the Central Heating System, which are faced by the end-users.
- G. The parts/components/sub-assemblies used for repair/replacement by the contractor will be of the same/equivalent or higher make and functional capability as originally available in the systems.
- H. The vendor may inspect the details of major units etc. of the Central Heating System at the site.

7. Duties and responsibilities: -

- A. The vendor should attend to all the complaints, irrespective of its nature.
- B. It will be duty of the Contractor to have the credentials of the Service Engineers verified and certified.
- C. Protection of equipments & maintaining the systems in perfect working condition.
- D. To attend the complaints without fail within the shortest possible time and to solve the complaints immediately. In no case it shall exceed 24 hours down time.
- E. To replace all such parts which are damaged and which cannot be repaired to keep the system in good working condition.
- F. To use only genuine original spare parts of reputed firms/manufacturing company in the system. Before changing/replacing any part, the vendor will have to submit a certificate that the part in question has become defective and the same cannot be

repaired or the cost of repair is more than the original cost or even after repair, the part will not function effectively.

- G. To maintain highest order of integrity, moral and social responsibility and decorum of the Courts.
- H. Integration of the complete system and testing of the complete system as and when required.

8. Performance Guarantee (Security Deposit):-

The successful Bidder shall give performance security in the form of 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 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 Uttarakhand that the contractor firm may invite upon themselves due to any of the reasons specified above.

9. Other terms and conditions:-

- A. The signed tender document shall be worked as agreement between High Court and successful bidder.
- B. 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.
- C. 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.
- D. Payment of contractual value, in appropriate proportion, shall be released yearly based on the performance and services of the firm.
- E. It shall be mandatory on firm to conduct routine checks to maintain the system in perfect working condition and to submit the routine check reports on quarterly basis to the Registrar General, High Court of Uttarakhand, Nainital.
- F. The Contractor will ensure that only qualified engineers are deputed for performance of maintenance contract.
- G. In case of pecuniary loss suffered by any of the users/beneficiaries of the High Court of Uttarakhand, Nainital attributed to the Contractor, the Registrar General, High Court of Uttarakhand 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.
- H. Registrar General or any person authorized by Registrar General shall conduct surprise checks to ascertain the performance of the equipments.
- I. Rates offered in the Tender will not be enhanced during the period of contract.

- J. The GST & TDS will be deducted as per provisions of the Income Tax Act.
- K. 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.
- L. 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 that has approved the award of the contract.
- M. 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 and issue of letter of acceptance/Intent. The security deposit shall be in the form of FDR through any nationalized bank in favour of **the Registrar General, High Court of Uttarakhand, Nainital** or unconditional Bank Guarantee of any Nationalized Bank of equal amount. The security deposit money/unconditional Bank Guarantee will be refundable only after the sixty days of expiry of the contract. The security deposit will be forfeited if during the period of contract vendor services are found to be unsatisfactory in any respect.
- N. The Registrar General High Court of Uttarakhand, Nainital can terminate the contract at any time without assigning any reason. In this respect, the decision of the Registrar General, High Court of Uttarakhand, Nainital will be final and binding on the contractor. The Registrar General, High Court of Uttarakhand reserves the right to accept or reject any bid in whole or in part without assigning any reasons thereof.
- O. The bills in triplicate for the maintenance 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.
- P. The job carried out shall be to the satisfaction of the Registrar General, High Court of Uttarakhand, Nainital after getting certification from the In-charge 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.
- Q. The High Court administration will not be responsible for any loss or damage to service provider's material equipments etc.
- R. Premature withdrawal of the Tender by the Tenderer shall make him liable for forfeiture of the earnest money.
- S. All the pages of the tender document should be serially numbered and duly stamped and signed by bidder.
- T. Response time, removal of defects etc. must be as under, failing which penalty mentioned there against shall be levied against the vender(s).

Response time		Removal of defects		Extension of time with cogent reasons in writing	Beyond extended time
Not exceeding (From the	Failing which penalty @ per day per	Within	Failing which penalty @ per day per		

time of receipt of complaint)	complaint per item		complaint per item		
01 Hour	Rs. 200/-	12 Hours	Rs. 200/-	Upto 24 Hours with penalty	Making available standby (of same configuration) + enhancement of penalty to Rs. 400/- per day per complaint per item from 2 nd day onwards.

- U. In this regard, the decision of the Registrar General shall be conclusive and binding on the service provider.
- V. The Registrar General High Court of Uttarakhand, Nainital 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.
- W. 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.
- X. Any condition or term in the bid of the successful bidder, which is against the basic scope & nature of work or this tender notice or is against principals of Procurement Rules or is against the common rules of business, shall be termed as void ab-initio.

Registrar General
High Court of Uttarakhand, Nainital

ANNEXURE-I
(2 pages)
Technical Bid

Tender for Comprehensive Annual Maintenance Contract of the Central Heating System installed at High Court of Uttarakhand at Nainital

S. N.	Description	Please mention page no. at which the relevant document is annexed (To be filled by the bidder)	
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.	Whether the firm is blacklisted by any government department or any criminal case is registered against the firm or its owner/partners anywhere in india (if no, an undertaking to this effect is to be attached in this regard through affidavit).		
6.	Audited Profit & Loss Account of last 03 Financial Year's		
7.	Service Tax Registration (if any)		
8.	PAN Card		
9.	GST Registration		
10.	Previous 03 Financial Year's Income Tax Return.		
11.	Valid ISO Certificate (Optional)		
12.	Latest Service Tax Return (if any)		
13.	Bidder should have annual turnover of minimum 25 lakh in each of last tree financial years. Audited balance sheet copy to be attached as proof. (Mention page no.)	2018-19	
		2017-18	
		2016-17	
14.	Experience Certificates of 03 years in providing services in Central Government/State Government/Public Sector Undertakings/ Autonomous Bodies.		
15.	Details of Bid Security/Earnest Money Deposit: a) Amount: b) FDR or unconditional Bank Guarantee No. : c) Date of issue: d) Name of issuing Bank:		
16.	Details of Tender fees deposit: a) Amount: b) Demand Draft No. : c) Date of issue: d) Name of issuing Bank:		
17.	OEM Certification (Optional)		
18.	Certificate undertaking that bidder has not been blacklisted		
19.	Signed Copy of tender document		

20.	Annexure-I of tender document	
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Signature of the Tenderer with Seal

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.

Previous experience(s) of the services provided by the Agency to the Govt./Semi-Government Department and reputed/Ltd. Companies (minimum three years experience is essential)				
S.N.	Name	Billing Amount (in Rs.)	Period	Status

It is certified that the particulars given above are true to the best of my/our knowledge/behalf and I/We have read terms/conditions and duties/responsibilities of the Technical Staff to be deputed for the purpose and have also understood the same and to hereby undertake to abide by the same without any reservations on any grounds whatsoever. In case of any breach of the said conditions, I/We shall be responsible for the consequences arising out of such situation(s).

Name & Signature of the
Authorized Signatory of the Agency
(with Seal of the Agency affixed)

Date:
Place:

CERTIFICATES

WE CERTIFY THAT:

1. We will not LEAK/DISCLOSE any information of the High Court of Uttarakhand to any other institutions/organizations.
2. The rate of TAXES/DUTIES mentioned in the tender is in accordance with the provisions of the rules in all respects and the same is payable to the Authorities.
3. The Comprehensive AMC of the Central Heating System installed at High Court offered by our firm shall be of the best quality strictly in accordance with the specifications and particulars as detailed in the tender.
4. The information furnished by us in the tender are true and correct to the best of our knowledge and belief.
5. We have read and understood the rules, regulations, terms and conditions of tender as applicable from time to time and agree to abide by them.
6. We shall not disclose any information/data of the High Court to any other third party.

Authorized Signatory
(Seal of the Company)

ANNEXURE-II

Financial - Bid

Tender for Comprehensive Annual Maintenance Contract of the Central Heating System installed at High Court of Uttarakhand at Nainital

SN	Details	Bid Amount (in Rupees)
FOR 01 (ONE) YEAR		
1.	Without Spares & Without Resident Engineer	
2.	Without Spares & With Resident Engineer	
3.	With Spares & Without Resident Engineer	
4.	With Spares & With Resident Engineer	

Note: All Duties/Taxes are to be mentioned by the contracting Firm.

All the terms and conditions of the tender for providing Comprehensive AMC of the Central Heating System installed at High Court are acceptable to me.

Signature of Contractor with Seal