

HIGH COURT OF MADHYA PRADESH: JABALPUR

NOTICE INVITING TENDER

NIT No.Reg(IT)(SA)/2015/995 Dated: 9th September, 2015

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

Sealed Tenders are invited for the Comprehensive Annual Maintenance Contract of DG sets and Air conditioners installed in the District Courts in the State of Madhya Pradesh 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 AND AIR CONDITIONERS OF THE DISTRICT COURTS IN THE STATE OF MADHYA PRADESH.**” and addressed to the “**Registrar General, High Court of Madhya Pradesh, Jabalpur**” and the Bid will be submitted to Inward Section / Receipt Section of the he High Court of Madhya Pradesh, Jabalpur latest by **3: 00 P.M , 08th October, 2015 .** The Tender shall be opened on same day **at 3:30 P.M in the Conference Hall, South Block of the High Court, Jabalpur .**

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 Madhya Pradesh (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 and Air conditioners may increased or decreased at the sole discretion of the High Court of Madhya Pradesh, Jabalpur. In that case, payment will increase/decrease proportionately.
- 3.4. Any other work of similar nature assigned by the High Court of Madhya Pradesh, Jabalpur.
- 3.5. Nos. of items proposed to be covered under the AMC:

S. No.	Particulars	Numbers
1.	DG sets	43
2.	Air Conditioners	43

4. **Duties and responsibilities: -**

- 4.1 The vendor should attend to all the complaints, irrespective of its nature.
- 4.2 Maintaining the DG sets and 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 down time.
- 4.4 To depute service engineer to check the DG sets and 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 DG sets and Air conditioners in good working condition.
- 4.6 To use only Genuine Original spare parts of manufacturing companies in the DG sets and Air conditioners.
- 4.7 To carry out preventive maintenance on every six month basis of all the DG sets and Air conditioners and to submit the report to the Registrar General, High Court of M.P., Jabalpur.
- 4.8 To maintain extra inventory of hardware items of the DG sets and 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 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 / 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 DG sets / Air

conditioners. Copies of the following documents should be submitted alongwith the Bid.

- a. Service Tax Certificate.
- b. Income Tax PAN No.
- c. Income Tax Return for the last three years i.e. 2012-13, 20013-14, and 2014-15.
- 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. The Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees Twenty Five Thousand Only) through a Demand Draft/Pay Order /unconditional Bank Guarantee.
- h. Tender fees of Rs. 1000/- in the form of Demand Draft drawn in the name “**The Registrar General**”, **High Court of Madhya Pradesh, Jabalpur**”

6. **Evaluation of Bids:**

- (i) The Techno-Commercial Bid and price Bid will be evaluated as a package 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 Techno-Commercial 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 Account Payee Demand Draft / Fixed Deposit

Receipt or unconditional Bank Guarantee from any of the Nationalized / Scheduled banks in an acceptable form drawn in favour of "**Registrar General, High Court of Madhya Pradesh, Jabalpur**" 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. 1000/- (Rs One Thousand Only) in the form of Demand Draft of the nationalized/scheduled banks drawn in the name "Registrar General", High Court of Madhya Pradesh, Jabalpur" 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 10% of the total contractual value in favour of **Registrar General, High Court of Madhya Pradesh, Jabalpur**. 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 Madhya Pradesh that the contractor firm may invite upon themselves due to any of the reasons specified above.

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

- i. The Registrar General, High Court of Madhya Pradesh, Jabalpur 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.

- ii. There is no obligation on the part of the Registrar General, High Court of Madhya Pradesh to inform the unsuccessful Tenderer of the outcome of the Tender process and reasons for rejection of tender.
- iii. The successful contractor shall, during the validity of the contract, engage Service Engineers to attend the complaints of the Air conditioners and DG sets.
- iv. 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 AC and DG sets.
- v. It shall be mandatory on firm to conduct routine checks to maintain the DG sets and Air conditioners in perfect working condition and to submit the routine check reports on Six month basis to the Registrar General, High Court of M.P., Jabalpur.
- vi. In case of pecuniary loss suffered by any of the users/beneficiaries of the District Courts / Tehsil Courts of Madhya Pradesh attributed to the Contractor, the Registrar General, High Court of Madhya Pradesh 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.
- vii. Rates offered in the Tender will not be enhanced during the period of contract.
- viii. The rates finally approved/accepted by the High Court of Madhya Pradesh, Jabalpur shall be valid for the whole of the contract tenure and no upward revision will be allowed under any circumstances whatsoever.

- ix 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 Madhya Pradesh.
- x The contract can be terminated by the Registrar General High Court of Madhya Pradesh, Jabalpur 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 Madhya Pradesh, Jabalpur will be final and binding on the contractor. The Registrar General, High Court of Madhya Pradesh, Jabalpur reserves the right to accept or reject any bid in whole or in part without assigning any reasons thereof.
- xi 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 Madhya Pradesh, Jabalpur for effecting payment. No advance payment shall be made for the services.
- xii The job carried out shall be to the satisfaction of the High Registrar General, High Court of Madhya Pradesh, Jabalpur after getting certification from the concerned District Judge and Judicial Officers **failing which deductions @ 10% of the total bill shall be made.** Depending upon the severity of negligence, the Registrar General, High Court of Madhya Pradesh 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 Madhya Pradesh, Jabalpur. The decision of the Registrar General of the High Court of Madhya Pradesh shall be final and binding on the firm/agency.

xiii Premature withdrawal of the Tender by the Tenderer shall make him liable for forfeiture of the earnest money.

xiv All the pages of the tender document to be serially numbered and duly stamped & signed by the bidder.

xv 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.

xvi The Registrar General, High Court of Madhya Pradesh, Jabalpur 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.

xvii The Registrar General, High Court of Madhya Pradesh, Jabalpur 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.

**(REGISTRAR GENERAL)
HIGH COURT OF MADHYA PRADESH**

Annexure-I

Techno-Commercial Bid

**TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE DG
sets and AIR CONDITIONERS**

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.	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.

Previous experience(s) of the services provided by the Agency in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies/ Reputed private organizations.				
S.No.	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:

Annexure-II

PRICE BID

S.No.	Name of Item	Total Number DG sets and Air conditioners	Item Per unit Rate	Taxes per unit	Total Amount in Rs.
1	2	3	4	5	6=3x(4+5)
1.	DG sets of various ratings	43			
2	Air conditioners of various ratings	43			
	Total Amount				

Total Amount in Words: _____

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 DG sets and DG sets and Air conditioners** are acceptable to me.

Signature of Contractor with Seal

“Annexure – A”

Sr. No.	District Court Name	Air conditioners		DG Sets	
		Make & Model	Rating	Make & Model	Rating
1	Balaghat	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA
2	Barwani	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA
3	Betul	Samsung Split AC 5 star	1.5 Ton	Kirloskar	10 KVA
4	Bhind	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA
5	Bhopal	Samsung Split AC 3 star	2.0 Ton	Kirloskar	15 KVA
6	Chhatarpur	Samsung Split AC 3 star	2.0 Ton	Kirloskar	5 KVA
7	Chhindwara	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA
8	Damoh	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA
9	Datia	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA
10	Dewas	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA
11	Dhar	Samsung Split AC 3 star	2.0 Ton	Kirloskar	5 KVA
12	Guna	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA
13	Gwalior	Samsung Split AC 5 star	1.5 Ton	Kirloskar	15 KVA
14	Harda	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA
15	Hoshangabad	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA
16	Indore	Samsung Split AC 5 star	1.5 Ton	Kirloskar	15 KVA
17	Jabalpur	Samsung Split AC 5 star	1.5 Ton	Kirloskar	15 KVA
18	Jhabua	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA
19	Katni	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA
20	Khandwa	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA
21	Mandleshwar	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA
22	Mandla	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA
23	Mandsaur	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA
24	Morena	Samsung Split AC 5 star	1.5 Ton	Kirloskar	10 KVA
25	Narsingpur	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA
26	Neemuch	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA

27	Panna	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA
28	Raisen	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA
29	Rajgarh	Samsung Split AC 3 star	2.0 Ton	Kirloskar	5 KVA
30	Ratlam	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA
31	Rewa	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA
32	Sagar	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA
33	Satna	Samsung Split AC 3 star	2.0 Ton	Kirloskar	5 KVA
34	Sehore	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA
35	Seoni	Samsung Split AC 3 star	2.0 Ton	Kirloskar	5 KVA
36	Shahdol	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA
37	shajapur	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA
38	Sheopur	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA
39	Shivpuri	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA
40	Sidhi	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA
41	Tikamgarh	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA
42	Ujjain	Samsung Split AC 5 star	1.5 Ton	Kirloskar	10 KVA
43	Vidisha	Samsung Split AC 5 star	1.5 Ton	Kirloskar	5 KVA