

**SUPREME COURT OF INDIA  
ADMN. MATERIALS**

**F.No.1161/AC AMC/2021/SCI(AM)  
Dated: 05.02.2022**

**Last Date for submission of Tender: 25.02.2022 upto 3.00 PM  
at Counter No. 17 (R&I)**

**For any query please contact at Counter No. 41**

**NOTICE INVITING TENDER  
FOR AWARDING COMPREHENSIVE MAINTENANCE CONTRACT FOR  
DIFFERENT TYPES OF AIR CONDITIONERS AND STABILIZERS**

Sealed tenders are invited, for awarding Comprehensive Maintenance Contract (CMC) for 235 Nos. of different types/makes of Air Conditioners and Stabilizers installed at the residential offices of Hon'ble the Chief Justice of India, Hon'ble Judges and Supreme Court Guest House situated within distance of 3-5 Kms. from Supreme Court of India premises **for a period of 02 (two) years** from the date of awarding the Tender. The tenderers are required to quote their lowest rates for repairing/replacement of parts/consumable parts of Air Conditioners and Stabilizers as per the list attached herewith as **Annexure-'B'**.

Interested parties, if so desire, may contact Branch Officer, Admn. Materials (Purchase & Stores) at Telephone No. 011-23115941 or personally visit at Registry's Reception Counter No. 41 near PRO Office for any clarification before quoting the rates on any working day between 10.30 A.M. and 4.00 P.M. (except Saturdays, Sundays and holidays).

**A. TENDER**

1. The tenderers are required to quote their lowest rates for CMC and repairing/replacement of consumable parts of Air Conditioners and Stabilizers. Tenders once submitted will not be allowed to be withdrawn till finalisation of the matter.
2. The tender may be sent in sealed envelopes superscribing **(a) 'Earnest Money for awarding CMC of Air Conditioners and Stabilizers'** **(b) 'Financial Bid for Comprehensive Maintenance Contract (CMC) of Air Conditioners and Stabilizers'** by post sufficiently early so as to reach the Registry within date and time or may be delivered at Counter No. 17 (R&I).
3. The tenderers are expected to examine all the instructions, Proformas' terms and conditions and specifications in the tender documents. Failing to furnish all information required by the tender document in any respect will be at the tenderers risk and may result in rejection of the tender.
4. The tender must be received not later than the date and time specified for submitting the same. In case the date of submitting the tender will be declared as holiday, then the next working day of the Registry will be treated as due date of the Tender.

**B. TERMS AND CONDITIONS OF TENDER**

5. The tenderers are required to quote their lowest rates for CMC of Air Conditioners and Stabilizers along with spare parts as per **Annexure- 'B'** enclosed herewith. **The rates should be valid for a period of two years from the date of awarding the Tender.** The tenderers shall not be entitled during the said period to revoke or cancel its tender or to vary the tender or any terms thereof.
6. The tenderers are required to submit their tenders along with Demand Draft of **Rs. 16,000/- (Rupees Sixteen Thousand only)** drawn in favour of 'The Registrar (Admn), Supreme Court of India' payable at New Delhi as Earnest Money Deposit (EMD), by writing the name of the firm, telephone number and name of the item on reverse side of the Demand Draft. No interest will be payable on EMD. If EMD is exempted, Certificate to this effect has to be submitted along with the tender document.
7. Earnest Money Deposit of tenderers would be returned by way of RTGS/NEFT or cheque after the contract has been finally awarded to the successful tenderer. A copy of canceled cheque is required to facilitate refund of EMD amount.
8. Hypothetical/conditional tenders shall not be entertained. Tender once submitted shall not be allowed to be withdrawn or altered. If the tender is withdrawn or altered by the concerned party at any time after it has been submitted, the tenderer may be debarred to participate in the tender process of the Supreme Court of India.
9. The Registry will deal with the tenderer directly and no middlemen/agents/Commission agents etc. should be asked by the tenderers to represent their cause and they shall not be entertained by the Registry. The tender form is not transferable and the agency shall not be permitted to transfer their rights and obligations to any other person/organization or otherwise.
10. Over-writing, over-typing or erasing of the figures which render its doubtful or ambiguous are not allowed and shall render the tender invalid.
11. The tenderers shall quote rates both in figures and words with blue/black ball pen. In case of any discrepancy, the figures mentioned in words will be considered.
12. The Registry, in its discretion, reserves the right to reject or accept any or all the tenders, wholly or partly, without assigning any reason thereof.
13. All the pages of tender document submitted therein must be duly signed and stamped failing which the offer shall be liable for rejection.
14. The Registry is not bound to accept the rates submitted by the lowest tenderer.

15. The tenderer has to mention its infrastructure and the annual business turn over of last 2-3 years.

16. During the subsistence of contract, in case of breach of any condition or deficiency in service, the Registry shall have a right to terminate the contract and to entrust the work to another contractor. The loss, if any, sustained by the Registry on that account shall be recovered from the tenderer.

17. The tenderers should specifically state whether rates are inclusive of GST (as applicable) and if it is not, it will be deemed that rates are inclusive of GST.

18. Rates for repairs and maintenance with labour and cartage charges of items are required to be submitted in the format as per **Annexure- 'B'** for **two years**. The rates shall remain in force for the entire period of contract unless it is terminated.

### **C. TERMS AND CONDITIONS FOR SUCCESSFUL TENDERER**

19. The successful tenderer shall have to deposit **performance security deposit @ 3%** of the total amount of tender by way of performance security drawn in favour of "The Registrar (Admn.), Supreme Court of India", New Delhi. The performance security will be released after 60 days of the successful completion of the contractual period or payment of the last bill, whichever is later.

20. The payment of CMC will be made on quarterly/half yearly/yearly basis after the satisfactory report (with name, designation and emp. code) of the concerned officer.

21. The successful tenderer would take up any **reported fault within two hours even at odd hours and during holidays and shall rectify the fault as far as possible**. The repairs would be carried out on-site itself. If for some reason, it is not possible to carry out the necessary repair at the place where the Air Conditioner/Stabilizer is installed, prior permission in writing shall be taken before taking the item to the workshop of the tenderer. However, in case the item is not likely to be repaired within 6 hours the firm would provide a standby for the same till the faulty Air Conditioner/Stabilizer is repaired and no extra charges will, however, be payable on this account.

22. The tenderer shall maintain the equipment as per manufacturer's guidelines and shall use only standard/compatible/equivalent components for replacement. The original specifications/characteristics/features of the item shall not be changed without prior intimation to the Supreme Court of India.

23. If the work is found unsatisfactory or the visit of skilled worker to the worksite is not regular, the contract will be terminated by the Registry at any time without assigning any reason therefor. The decision of the Registry in this regard shall be final and binding on the firm.
24. Periodical servicing has to be carried out once in three months for all the Air Conditioners and Stabilizers covered under CMC. During the course of servicing, the tenderer should service the items with proper care, thoroughly check-up, checking output performance etc.
25. Non-performance of the quarterly maintenance on time schedule will be treated as a pending complaint by the Registry and will be dealt with accordingly for applicable penalties.
27. Any loss or damage caused to any of the Registry's item by the successful tenderer while doing/performing the job shall be recovered from the successful tenderer and the decision of the Registry in this regard shall be final and unassailable.
28. The tenderer shall provide full details of the employee deployed for job. Police verification of the deputed person with no criminal record and with ID proof shall also be carried out by the contractor and record be maintained to this effect and further shall be verified from time to time so far.
29. The firm/contractor shall be responsible for any injury or accident to the employee/person deployed by them.
30. The Registry shall have no liability, financial or otherwise, for any harm/damage/injury incurred to the personnel deployed by the successful tenderer in the course of performing the work of this Registry. Neither the Contractor nor his workers shall have any claim on this Registry for compensation or financial assistance on this account.
31. The tenderers shall give an undertaking (as per **Annexure-'C'**) that the Firm/Partners/Director/Proprietor has not been blacklisted/banned by any Government Department/ Public Sector undertaking/Autonomous Body.
32. The successful tenderer will have to abide by the terms and conditions as may be fixed from time to time by the Registry.
33. The work executed by the firm should be to the satisfaction of the concerned Officer where work will be executed. If the same is not found satisfactory, the firm will have to do the job again at its own cost. The decision of the concerned Officer and of the Registry in this regard will be final and unassailable and binding on the tenderer.
34. Rates quoted shall include costs of commuting, delivery and no separate travelling charges shall be admissible.

**D. PENALTIES**

35. The Registry reserves the right to terminate the contract at any time during the subsistence of contract, in case of breach of any conditions or deficiency in service, and to entrust the work to another dealer/vender and to recover the loss, if any sustained by the Registry from the tenderer.

36. If the job is not done within stipulated period and the Registry is forced to get it done from open market at higher rates, the tenderer will have to make payment of the loss caused to the Registry.

37. Any loss/damage sustained to the Registry's Air Conditioner and Stabilizers will be recovered from the successful tenderer.

38. If irrespective of the fact as to whether or not the Registry gets the job done or not from the outside, a penalty of 1% per day subject to maximum penalty of 10% of total cost of delayed job.

39. Even after awarding the contract, the Registry reserves the right to terminate the same at any point of time during the contract period, if services of the successful tenderer are not found satisfactorily.

40. The security deposit shall stand forfeited in case of breach of any of the conditions mentioned herein or if the work is found unsatisfactory/ not as per specifications.

**E. INVITATION OF TENDER**

Interested parties may send their tenders in two sealed envelopes containing **(a) 'Earnest Money for awarding CMC of Air Conditioners and Stabilizers'** **(b) 'Financial Bid for Comprehensive Maintenance Contract (CMC) for Air Conditioners and Stabilizers'** respectively addressed by name to the undersigned or may be handed over personally to Registry's Reception Counter No. 17 (R&I) on or before **25.02.2022 upto 3:00 PM** which will be opened at 3:30 PM on the same day by a Committee of Officers constituted for the purpose before the tenderers or their authorised representatives who may wish to remain present. The tenders received after due date and time and/or time and without Earnest Money will not be entertained. In the first instance, envelopes containing Earnest Money will be opened. Thereafter, the envelope containing tender documents will be opened.

**( Anil Kumar Sharma)**  
**Additional Registrar (AM)**

**Encls : Annexures 'A', 'B' & 'C'**

**SUPREME COURT OF INDIA  
(ADMN. MATERIALS BRANCH)**

(To be filled by the Tenderers with reference to Notice Inviting Tender  
for Comprehensive Maintenance Contract for 235 nos. of Air  
Conditioners and Stabilizers)

1. (a) Name of the tenderer with complete address:  
  
(b) Type of organisation ( Proprietor/  
Partnership/Registered/Private Ltd) :
- (c) PAN No(s) (Photocopy to be enclosed) :
- (d) GST No. (Photocopy to be enclosed) :
- (e) Fax No. /e-mail ID :
- (f) Website, if any :
2. Contact Person with Name :  
with Telephone/ Mobile No.
3. Annual turnover during last three years :  
(enclosed audited balance sheet for three years)
4. Name and Mobile Number of the qualified  
Engineers :
5. Whether tender document (all pages)  
duly signed, stamped and legible :
6. Declaration regarding black listing or otherwise :
7. Any other information, please specify :

I certify that the information furnished above is true and correct. The terms & conditions  
are acceptable to us.

Dated:

AUTHORISED SIGNATORY OF THE FIRM  
Name(s) and address of the firm  
(with stamp)

**ANNEXURE-B**

<b>S.NO.</b>	<b>ITEM DESCRIPTION</b>	<b>Quoted Rate</b>	<b>Quoted Rate in works</b>
1.	CMC charges for Air Conditioner with Stabilizer (per unit)		
2.	Water Tray (per unit)		
3.	Front Grill (per unit)		
4.	Copper Pipe (per meter)		
5.	3 Core Wire (per meter)		
6.	PVC Water Pipe (per meter)		
7.	Drain Pipe (per meter)		
8.	Condensing Unit/ Stand (per unit)		
9.	Dismantling of window air conditioner (per unit)		
10.	Installation of window air conditioner (per unit)		
11.	Dismantling, Shifting and Re-installation of window air conditioner (per unit)		
12.	Dismantling of split air conditioner (per unit)		
13.	Installation of split air conditioner (per unit)		
14.	Dismantling, Shifting and Re-installation of split air conditioner (per unit)		
15.	Carpenter work (per unit)		
16.	Window air conditioner cover (per unit)		
17.	15 AMP Top Plug (per unit)		
18.	Remote of respective brand of air conditioner (per unit)		
19.	Compressor of respective brand of air conditioner (per unit)(with warranty)		

**UNDERTAKING**

I/We undertake that (Name of the Firm/Partners/Director/ Proprietor) has not been blacklisted/ banned by any Government Department/Public Sector undertaking/ Autonomous Body.

Signature of the authorized signatory of the  
Firm/Company/Organization  
Stamp/Seal

Place: