

Tender Form for Annual Maintenance Contract of Air Conditioners with Stabilizers

1. Name of the Tenderer :
(In case of Firm, the name of Proprietor/Partner should also be mentioned)

2. Address of the Firm with Phone and Mobile Nos.
.....
.....

3. Address of Workshop
(Local at Lucknow)
.....
.....

4. GST No.
(Please enclose photocopy of Registration)

5. Details of Experience :
(May be submitted on separate sheet)

6. Details of Earnest Money:
Draft No.
Date
Rupees
Name of Bank

Schedule of Rates

Sl. No.	Description	Approx. Quantity/ Number	Rate per unit inclusive of all charges and taxes etc.
1.	Annual Maintenance Charges of Cassette type Air Conditioners with Stabilizers.	03	Rs.....
2.	Annual Maintenance Charges of Window type Air Conditioners of 1.5 Tons with Stabilizers.	15	Rs.....
3.	Annual Maintenance Charges of Split type Air Conditioners of 2 and 1.5 Tons with Stabilizers.	115	Rs.....

Date:

**Signature of Tenderer/Authorized
Signatory Seal:**

High Court of Judicature at Allahabad
Lucknow Bench, Lucknow

Sealed Tenders are invited from the reputed Firms/Individuals for the Annual Maintenance Contract of 15 Window Air Conditioners of 1.5 Tons with stabilizers, 03 Cassette Unit Air Conditioner and 115 Split Air Conditioners of 1.5/2 Tons with stabilizers of the High Court Guest Houses and Official Residences of Hon'ble Judges of this Bench.

Duly completed Tenders may be deposited in the office of Nazarat Section of the Court till 11.04.2019 upto 2:00 p.m and the same will be opened on the same date at 3.00 p.m in the Chamber of Officer on Special Duty (J)(Establishment) before the Committee in presence of representatives of the Firms/Company/Agency, who wish to remain present at the time.

Terms and Conditions of Tenders

1. The Firm/Company/Agency must submit its Tender in a sealed envelope.
2. The Firm/Company/Agency must have vast experience of maintenance of Air Conditioners in Govt. departments.
3. The Firm/Company/Agency is required to submit list of previous clients/departments with Tender Form, where it has done such maintenance works.
4. Earnest Money Deposit in the form of Bank Draft of Rs.10,000/- from a Nationalized Bank in favour of **Senior Registrar, High Court, Lucknow Bench, Lucknow**, valid for a period of three months, should be submitted along with the Tender.
5. Tender without Earnest Money Deposit shall not be considered.
6. If the Firm/Company/Agency, whose Tender is accepted, fails to execute the agreement of Annual Maintenance within 15 days of the acceptance, Earnest Money Deposit shall stand forfeited.
7. The Firm, whose tender is accepted, shall submit Security Deposit of Rs.20,000/- through F.D.R valid for a period of 15 Months, pledged in favour of the **Senior Registrar, High Court, Lucknow Bench, Lucknow**, within 15 days from the date of issue of Acceptance Letter.
8. Incomplete Tenders shall be liable to be rejected.
9. If any damage caused to the property of the High Court during the contract period by the tenderer, the tenderer will be liable to compensate according to the market value of the damaged property to be valued by P.W.D. and same will be deducted from the contract money or shall be recovered as per law.
10. The Firm/Company/Agency shall submit signed Tender Form with signed Terms and Conditions of Tender.
11. Rates should be quoted including all charges and taxes. Nothing extra shall be paid.
12. The Senior Registrar, High Court, Lucknow Bench, Lucknow, reserves the right to accept or reject any or all Tenders without assigning any reason there of.
13. The decision of accepting authority shall be final and binding on all the parties.
14. The obligation under the Contract Agreement shall be governed in accordance with law of India. All disputes or differences whatsoever arising between the parties, out of or in relation to meaning, scope or execution of work or failure to execute the same either arising during the progress of the work or after the completion of abandonment thereof or breach thereof, shall be settled amicably. If however, the parties are not able to resolve such disputes or difference amicably the same shall be referred for arbitration to a sole arbitrator, the person appointed by Senior Registrar, High Court Lucknow Bench, Lucknow. Decision of the sole arbitrator shall be binding on both the parties. Place of arbitration shall be Lucknow. The provision of the arbitration and Conciliation act, 1996 shall apply.
15. The Earnest Money Deposit of the rejected Tenders shall be refunded as per rule

Senior Registrar
High Court, Lucknow Bench,
Lucknow.

**High Court of Judicature at Allahabad,
Lucknow Bench, Lucknow.**

SHORT TERM TENDER NOTICE

Sealed Tenders are invited on prescribed proforma for Annual Maintenance Contract of 15 Window Air Conditioners of 1.5 Tons with Stabilizers, 03 Cassette Unit Air Conditioner and 115 Split Air Conditioners of 1.5 and 2 Tons with Stabilizers of the High Court Guest Houses and Official Residences of Hon'ble Judges of this Bench, for the period of April 1, 2019 to March 31, 2020.

Tender Form can be obtained from the Cash Section of the Court on all working days up to 10-04-2019 between 11 A.M to 2:00 P.M on payment of Rs.100/-. Tender Forms alongwith terms and conditions can also be downloaded from the official website of High Court **www.allahabadhighcourt.in**. Downloaded Forms be submitted along with a Demand Draft of Rs.100/- towards Tender Document Fee in favour of **Senior Registrar, High Court, Lucknow Bench, Lucknow.**

Sealed Tenders shall be received in the office of Nazarat Section on all working days upto 2:00 P.M till 11.04.2019 and shall be opened in the Chamber of OSD(J) (Establishment) before the Committee on 11.04.2019 at 3:00 P.M in presence of the representatives of the Firms/Company/Agency who wish to remain present at that time.

The Senior Registrar, High Court, Lucknow Bench, Lucknow reserves the right to accept or reject any Tender without assigning any reason there of.

**Senior Registrar
High Court, Lucknow Bench,
Lucknow.**

उच्च न्यायालय, लखनऊ खण्डपीठ

लखनऊ

अल्प-कालिक निविदा सूचना

उच्च न्यायालय, लखनऊ खण्डपीठ, के अतिथिगृहों एवं उच्च न्यायालय में कार्यरत माननीय न्यायमूर्तिगणों के आवासों में एवं उच्च न्यायालय नवीन परिसर में लगे 15 विन्डो ए.सी. 1.5 टन क्षमता के एवं 03 कैसेट यूनिट ए. सी., 115 स्पिलिट ए.सी. 1.5 एवं 2 टन क्षमता के वोल्टेज स्टैंबलाइजर सहित के लिए दिनांक 01.04.2019 से 31.03.2020 तक वार्षिक अनुरक्षण अनुबन्ध हेतु मुहरबन्द निविदायें न्यायालय द्वारा निर्धारित प्रारूप पर आमंत्रित की जाती है।

निविदा फार्म न्यायालय के कैश अनुभाग से रू.100/- (रूपये सौ) मात्र के भुगतान पर दिनांक 10.04.19 तक, 11:00 बजे से 2:00 बजे के मध्य किसी भी कार्य दिवस पर प्राप्त किया जा सकता है। निविदा की शर्तें उच्च न्यायालय के वेबसाइट www.allahabadhighcourt.in पर उपलब्ध हैं तथा निविदा फार्म उच्च न्यायालय के वेबसाइट www.allahabadhighcourt.in से भी डाउन लोड की जा सकती है। डाउनलोड किये गये निविदा फार्म के साथ "सीनियर रजिस्ट्रार हाईकोर्ट, लखनऊ" के नाम रू.100/- मूल्य (निविदा फार्म शुल्क) का डिमाण्ड ड्राफ्ट संलग्न होकर न्यायालय में प्राप्त किये जायेंगे।

मुहरबन्द निविदायें इच्छुक फर्मों/कम्पनियों/एजेन्सी से दिनांक 11.04.2019 अपरान्ह 02.00 बजे तक आमंत्रित की जाती है। निविदा उसी दिन अपरान्ह 03.00 बजे अधोहस्ताक्षरी के द्वारा गठित समिति के द्वारा विशेष कार्याधिकारी (न्यायिक) (स्थापना) के कक्ष में खोली जायेगी। फर्मों के इच्छुक प्रतिनिधि निविदा खुलने के समय उपस्थित रह सकते हैं।

वरिष्ठ निबन्धक, उच्च न्यायालय, लखनऊ को यह अधिकार होगा कि वह किसी निविदा(ओं) को बिना कारण संदर्शित किये स्वीकार अथवा अस्वीकार कर सकते हैं।

वरिष्ठ निबन्धक

उच्च न्यायालय लखनऊ, खण्ड पीठ

लखनऊ।

Form of Agreement

This Agreement is entered in between the Senior Registrar, High Court, Lucknow Bench, Lucknow and Lucknow for the maintenance of 15 Window Air Conditioners of 1.5 Tons with Stabilizers, 03 Cassette Unit Air Conditioner and 115 Split Air Conditioners of 1.5/2 Tons with Stabilizers installed at the High Court Guest Houses and Official Residences of Hon'ble Judges of this Bench, for the period of 01.04.2019 to 31.03.2020.

Security Deposit of Rs.20,000/- has been deposited by the Tenderer through F.D.R No..... dated for Rs..... drawn on and pledged in favour of Senior Registrar, High Court, Lucknow Bench, Lucknow.

The Terms and Conditions of Agreement are as follows:

1. The Contract of Maintenance will be from 01.04.2019 to 31.03.2020.
2. Firm/Company/Agency shall check and service the unit during the period of contract and submit the report thereof.
3. Firm/Company/Agency shall attend the unit when called upon by the High Court and shall repair the unit or parts thereof, as also overhaul the unit free of charge.
4. Firm/Company/Agency shall supply free of charge all spares and materials, which are needed for the proper functioning of the units during the period of maintenance.
5. Firm/Company/Agency will arrange to replace the compressors and fan motors of original manufacturer which are found defective during service. Replaced compressors and fan motors should carry a Warranty of one year from the date of replacement.
6. Firm/Company/Agency will replace all electrical parts of Air Conditioners, which are not functioning properly.
7. Firm/Company/Agency shall provide 2 Nos. (Split Air Conditioners) service units as standby units in order to tender prompt services during break down period and shall always keep the service unit in reserve in the High Court for the purpose till expiry of A.M.C. Contract.
8. The above-mentioned Air conditioners whenever required to be shifted from one place to another place, the cost of material required for installation of such air conditioners such as pipe etc., and installation charges will be covered under maintenance.
9. The contract thereby shall not be terminated by either party without Notice. A Notice of 30 days will be required for revoking the contract. If either party terminates the contract without Notice, then the party terminating the contract will pay Rs.10,000/- as compensation to the other party.
10. The Firm/Company/Agency shall ensure that all Air Conditioners are fully operational and running properly throughout the Contract period.
11. It shall be the duty of Firm/Company/Agency to maintain the Air Conditioner units properly and timely. If it fails to maintain them and any Air Conditioner is down, a down-time penalty of Rs.100/- per Window Air Conditioner of 1.5 Tons, Rs.150/- per Split Air Conditioner of 1.5/2 Tons per day shall be payable by the Firm to be adjusted in the payment of Maintenance Charges. The High Court will be at liberty to maintain and get the Air Conditioner repaired at the cost of Firm/Company/Agency from any other Firm and this will include the replacement of the parts of units/ plant and voltage stabilizers, if necessary.

12. The Firm/Company/Agency shall keep adequate service technicians and helpers on call for attending complaints of Window/Split Room Air Conditioners wherein required. The Firm shall provide two mobile numbers calling when required.

**(Trader Name)
with Seal**

**Senior Registrar
High Court, Lucknow Bench,
Lucknow.**