

SUPREME COURT OF INDIA
ADMN. MATERIAL BRANCH

F.No. 33/UPS//18-SCI(AM)

Dated : 06.03.2019

Last date of Tender : 28.03.2019 upto 3.00 p.m.

NOTICE INVITING TENDERS FOR AWARDING OF COMPREHENSIVE
ANNUAL MAINTENANCE CONTRACT FOR ONLINE UPS OF
DIFFERENT SPECIFICATIONS.

Sealed tenders are invited as per Proforma enclosed herewith as **Annexure-A** for awarding of Comprehensive Annual Maintenance Contract (CAMC) for a **period of two years** on "As is where is basis" in respect of the following UPSs :-

Sl. No.	Description of UPS	Year of Purchase	Qty
1.	5 KVA Online UPS (Numeric make)	2008	02
2.	15 KVA Online UPS (Maxx make)	2014	01
3.	1 KVA UPS (Keptron make)	2015	38
4.	20 KVA Online UPS (R S Power make)	2017	02
5.	10 KVA Online UPS (Electronics & Controls 'make')	2007	02
		Total	45

The exact quantity of UPS may vary before/after placing the order. The aforesaid UPS are installed in the Supreme Court Registry, E-Committee Office, Khan Market, New Delhi and they are to be maintained there itself.

Interested parties, if they so desire, may contact the Branch Officer, Admn. Material Branch (Tel : 011-23112235, 011-23111483), Supreme Court of India, New Delhi on any working day between 11.00 AM to 4.00 P.M for further information about said UPS before quoting the rates.

TENDER

1. Tender may be sent by post sufficiently early so as to reach the Registry within time, or may be delivered to the undersigned. If tender is sent through Messenger, an authority letter from the tenderer with proof of identity may also be given to the Messenger so that he could show the same along with his own identity proof to the Reception Officer at Reception Counter No.42 for issuance of entry pass at the time of opening of tender.

Contd..2/-

2. Two separate sealed envelopes should be used for submitting (i) "Earnest Money(EMD)" for CAMC of UPS and (ii) "Tender document/Financial bid" for CAMC of UPS.
3. The tenderer is expected to examine all the instructions, Proforma's, terms & conditions and specifications in the tender document. Failing to furnish all informations required by the tender document in every 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 & time specified for submitting the same. In case, the date of submitting the tender will be declared as holiday by the Govt. of India then next working day will be treated as due date of the tender.

B. TERMS AND CONDITIONS OF THE TENDER

5. The tenderer is required to quote the best rate per UPS/ per annum for Comprehensive Annual Maintenance Contract (excluding replacement of batteries) for a period of two years as per the present working/non-working condition of all UPS with percentage of GST etc as per **Annexure-A**.
6. **The rates quoted in the tender will remain unchanged during the contractual period of 2 years. Under no circumstances rate revision will be allowed.**
7. The tenderer is required to send their tender along with a Demand Draft of Rs.5,000/- (Rupees Five Thousand only) drawn in favour of "The Registrar (Admn.), Supreme Court of India, New Delhi" as Earnest Money, which will be refunded without interest to the unsuccessful tenderers on their written request after awarding of the contract. Name of the firm, telephone number and name of item may be written on the reverse side of the Demand Draft.
8. No Earnest Money shall be required from the suppliers whose names are included in the list maintained by the Registry or from registered suppliers of NSIC/MSME and the dealers on the panel of NICSI. A valid certificate/documents with regard to this must be submitted in the EMD envelope.

9. Hypothetical or conditional tenders will not be entertained. Tender once submitted shall not be allowed to be withdrawn or altered. If the tender is withdrawn or altered by the tenderer at any time after it is submitted, appropriate action as deemed fit may be taken against that Tenderer.
10. The Registry will deal with the tenderer directly and no middle-men/agents/commission agents etc. should be asked by the tenderer to represent their cause and they will not be entertained by the Registry. The tender form is not transferable and agency shall not be permitted to transfer their rights and obligations to any other person/organisaion or otherwise.
11. Over-writing/over-typing or erasing of the figures which render the Tender doubtful or ambiguous are not allowed and shall render the tender invalid.
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 therefor.
13. The tenderer shall quote rates both in figures and words.
14. All the pages of quotations including the documents submitted therein must be duly signed and stamped, failing which the offer shall be liable for rejection.
15. If the successful Tenderer fails to fulfil his obligations, Registry after due notice to the supplier may blacklist the firm and the Performance Security shall be forfeited.
16. Each Tenderer has to fill in the undertaking as mentioned in **Annexure-'B'** stating that whether the firm has been blacklisted/banned by any Government Department/Public Sector undertaking/Autonomous Body or not.

C. TERMS & CONDITIONS FOR THE SUCCESSFUL TENDERER

17. The successful tenderer shall have to give performance security deposit of 10% of the total value of tender after adjusting the EMD amount by way of Demand Draft in favour of "The Registrar (Admn.), Supreme Court of India, New Delhi". The performance security deposit will be refunded after two months from the date of successful completion of the contract or payment of their last bill, whichever is later.

18. Complaints are to be required to be attended to on the same day even on Sunday/Holidays and before/after office hours also, as and when required. In case, any UPS along with its batteries is required to be shifted at other location, no additional charges will be made to the tenderer. Rates quoted shall include cost of commuting, replacement of parts, shifting of UPS etc. and no separate travelling charges shall be admissible.

19. The tenderer is required to depute one qualified Resident Engineer from 9.30 A.M. to 6.30 P.M. on all working days and they should have complete knowledge of UPS maintenance with at least 3 years experience. The tenderer will also provide the maintenance and repair services even at odd hours and on holidays if required or in case of emergency.

20. The tenderer shall comply with all relevant and existing Labour Legislation and Acts such as Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, Workmen's Compensation Act, Payment of Wages Act, Provident Fund, ESI Act etc. as applicable or framed by the Government of NCT of Delhi or Government of India, or any other Statutory Authority. For any breach or lapse on the part of tenderer in respect of non compliance of any labour legislation in force during the validity of the Contract, the tenderer would be fully responsible and would indemnify the Registry, in case the Registry is held liable for the lapse on the part of the tenderer. The tenderer must submit an Undertaking towards compliance of all Labour Laws(**Annexure-C**).

Contd..5/-

21. The names of the personnel deployed at the Supreme Court of India shall be intimated to the Registrar(Admn.), supreme Court of India. The successful tenderer will be responsible for any mishap, theft, loss and misbehaviour happening because of the staff deployed by them.

22. In case defective UPS cannot be repaired and made functional on the same day, a standby UPS will be required to be provided immediately till the particular UPS is set right. In case neither the complaint is attended and set right on the same day nor a standby UPS is provided, a penalty per day, as deemed fit by the Competent Authority will be imposed and will be deducted from the Bill/Security Deposit in addition to deducting the repair charges, if the same is required to be got repaired from the open market.

23. If the UPS are not maintained as per satisfaction during the contractual period the CAMC will be cancelled on 15 days prior notice and the Security Deposit will be forfeited.

24. The payment will be made to the successful tenderer after completion of each quarter upon submitting the Bill alongwith satisfactory reports from the users on the basis of satisfactory services provided on actual basis.

25. The tenderer shall carry out preventive maintenance at least once in three months in respect of each UPS under CAMC. A certificate should be obtained by the tenderer from the concerned users/Computer Cell that the preventive maintenance has been carried out satisfactorily and shall be enclosed alongwith log book meant for carrying out preventive maintenance while submitting the quarterly bill of CAMC payment.

Contd..6/-

D. PENALTIES

26. Even after awarding of the Contract to the successful tenderer, 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/vendor and to recover the loss, if any sustained by the Registry from the tenderer.

27. The work executed by the firm should be to the satisfaction of the concerned officer where work has to 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 of the Registry in this regard will be final and unassailable and binding on the tenderer.

28. 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.

29. Complaints are required to be attended to within two hours on the same day even if it is before/after office hours or on Sundays/holidays. Defective UPS should be made functional on the same day. If the complaints are not attended on the same day and the fault is not set-right, it will be considered as a deficiency in service, and **penalty of Rs.100/- per day** per complaint will be imposed and deducted from the Bills/Security Deposit. Rates quoted shall include costs of commuting and no separate travelling charges shall be admissible.

30. In case of default of any conditions stated in regard to, by the successful tenderer during the period of their contract, the performance security deposit shall stand forfeited without any further notice or opportunity.

Contd..7/-

E. INVITATION OF TENDER

Interested parties may send their sealed tenders in two separate envelopes superscribing - (i) **“Earnest Money(EMD) for CAMC of UPSs”** and (ii) **“Tender document/Financial bid for CAMC of UPSs”** respectively addressed by name to Mr. Basu Dev Sharma, Additional Registrar(AM), Supreme Court of India, New Delhi or may be handed over personally to Registry’s Reception Counter No. 42 near PRO Officer **on or before 28-03-2019 upto 3.00 p.m.,** which will be opened at 3.30 p.m. 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 /or time will not be entertained. In the first instance, envelope containing ‘Earnest Money’ may be opened and thereafter, the envelope containing financial bid/tender document may be opened.

Sd/-

(BASU DEV SHARMA)
ADDITIONAL REGISTRAR(AM)
06-03-2019

Encl : ANNEXURE -'A' 'B' & 'C'

Note : Supreme Court Registry will remain closed from 18.03.2019 to 23.03.2019 on account of Holi Holidays.

ANNEXURE-'A'

Supreme Court of India
ADMN. MATERIAL (P&S)

No. 33/UPS/18/SCI(AM)
Dated : 06.03.2019

Last date of Tender : 28.03. 2019

TO BE FILLED BY THE TENDERER WITH REFERENCE TO NOTICE INVITING TENDER FOR CAMC OF UPS OF DIFFERENT SPECIFICATIONS.

1. Name of the firm with address :
2. GST Number :
3. Name of the contact person with
Mobile, Telephone numbers, e-mail ID :
4. Details of previous experience of firm :
5. List of major clients :

6. Rates for CAMC of UPS (excluding replacement of Batteries):

Sl. No.	Name of items	Qty	CAMC Rate per unit/per annum	% of GST, if any	Total Cost
A	20 KVA Online UPS	02			
B	15 KVA Online UPS	01			
C	10 KVA Online UPS	02			
D	5 KVA Online UPS	02			
E	1 KVA Online UPS	38			

7. Discount, if any :
8. Whether all the terms & conditions of NIT are acceptable.

Signature
(Name of firm with stamp)

ANNEXURE-B

UNDERTAKING

I/We undertake that (name of the company) has not been blacklisted/banned by any Government/Public Sector undertaking/Autonomous Body.

Signature of the authorised/
signatory of the firm/company
organization/official stamp/seal

Dated :

Place :

ANNEXURE-C

UNDERTAKING

I/We undertake that (name of the company) comply with all the Labour Laws.

I/We further undertake that (name of company) comply with Minimum Wages Act, PF/ESI Act/Statutory obligations. Etc.

Signature of the authorised/
signatory of the firm/company
organization/official stamp/seal

Dated :

Place :