SUPREME COURT OF INDIA ADMN. MATERIALS (P&S)

F. No.: UPS Purchase/SCI(AM)/2023 Dated : 10.02.2023

Last date for Submission of Tender: 03.03.2023 up to 03:00 p.m. at Counter No. 17 (R&I)

NOTICE INVITING TENDER FOR RATE CONTRACT FOR ONE YEAR TOWARDS SUPPLY AND INSTALLATION OF 100 UNITS OF 650VA UPS

Sealed tenders are invited for rate contract for one year towards supply and installation of 650VA UPS from reputed Electrical/Office Automation/IT dealers based in Delhi/NCR as per Proformas enclosed herewith at **Annexures-'A'**, **'B'**, **'C'** and **'D'**. The approximate quantity of 650VA UPS required during the Rate Contract Period is **100 units**. However, the number may vary at the time of placing the orders. Interested parties, if so desire, may contact the Branch Officer, Admn. Materials (P&S) [for administrative-related queries] on Telephone No. **011-23115864** for any clarification on any working day between 10.30 A.M. and 4.00 P.M. (except Saturdays & holidays) or Branch Officer (Computer Cell) on the following email ID: itcell@sci.nic.in [for technical-related queries].

A. <u>TENDER</u>

1. The tender should be sent in three separate sealed envelopes superscribed with (i) "Earnest Money for UPS", (ii) "Technical Bid for UPS" and (iii) "Financial Bid for UPS" by post sufficiently early so as to reach the Registry within date and time, or may be delivered at the **Counter No. 17 (R&I)**.

2. The tenderers are expected to examine all the instructions, Proformas, terms & conditions and specifications in the tender documents. Failing to furnish all information

required by the tender document in any respect will be at the tenderer's risk and may result in the rejection of the tender.

3. 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 of the Registry will be treated as due date of Tender.

B. TERMS AND CONDITIONS OF TENDER

4. The tenderers are required to quote their lowest rate per unit for rate contract towards supply and installation of 650VA UPS along with warranties applicable in the **Annexure 'D'** enclosed herewith and the rates should be valid for a period of 01 (one) year from the date of opening of the Tenders. The tenderer shall not be entitled during the said period of 01 (one) year to revoke or cancel its tender or to vary the tender or any terms thereof.

5. The tenderers are required to send their tender along with Demand Draft drawn in favour of "The Registrar (Admn), Supreme Court of India" towards Earnest Money Deposit of **Rs. 5,600/- (Rupees Five Thousand Six Hundred Only)** for supply and installation of 650VA UPS (Name of the firm, telephone number and name of the item may be written on the reverse side of the Demand Draft). No interest will be payable on EMD. If EMD is exempted, Certificate has to be submitted along with the tender documents.

6. 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 cancelled cheque is required to facilitate refund of EMD amount.

7. Hypothetical or conditional Tender 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 is submitted, EMD submitted by tenderer may be confiscated and in future the tenderer may be debarred to participate in the tender process of the Supreme Court.

8. The Registry will deal with the tenderer directly and no middlemen/commission agents, etc. should be asked by the tenderer to represent the cause and they will not be entertained by the Registry.

9. 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.

10. The Registry, in its discretion, reserves the right to reject or accept any or all tenders, partly or completely, at any time without assigning any reason thereof.

11. Each tenderer has to certify that all the terms and conditions are acceptable to him.

12. Tenderers are required to fill the Technical Specifications Compliance Sheet as at Annexure- 'C'. Financial Bids, i.e., Annexure- 'D' of only the technically-qualified tenderers shall be opened. Brochures, in support of the technical specifications/model offered, are required to be appended to the technical bid as well. However, technical bids will be evaluated primarily on the basis of the duly filled Technical Bid only.

C. TERMS & CONDITIONS OF THE SUCCESSFUL TENDERER

13. The successful tenderer shall have to deposit Performance Security @ 3% of the total amount of the Purchase Order by way of Bank Guarantee drawn in favour of "The Registrar (Admn), Supreme Court of India, New Delhi." The Performance Security amount will be released after two months from the date of successful installation/ final bill payment / expiry of warranty / guarantee period of Contract Period, whichever is later.

14. The supply of the material as per the required specifications shall be required to be made within 3 days in the Registry (F.O.R. Destination) on receipt of the Purchase Order; in case supply is not made within the stipulated time and the Registry is forced to make short purchase to meet the emergent demand, the tenderer will be liable to make good the loss due to difference which the Registry may directly deduct from Bill/Security Deposit. Non-availability of raw material/items shall not be accepted as a ground for delay in supply and shall equally be penalised.

15. Supply and installation of 650VA UPS is to be made on bill basis. The payment is made after supply is received and accepted as per specifications/requirement.

16. Even after awarding the Supply Order, the Registry reserves the right to terminate the same at any time, if the services of the tenderer are not found satisfactory.

17. The tenderer shall give an undertaking **(as per Annexure 'B')** that the firm/ Partners/Director/ Proprietor has not been blacklisted and its business dealings with Central/StateGovernment/Public Sector units/ Autonomous bodies have not been banned/ terminated on account of poor performance.

18. The successful tenderer will have to abide by the terms and conditions as may be fixed from time to time by the Registry.

19. The warranty of the product shall be deemed to commence from the date of successful installation of each unit in which regard the successful tenderer would have to obtain a Satisfactory Working Report from each location after installation and submit the same to the Registry.

20. The materials supplied will be inspected by an Inspection Committee of Senior Officers of the Registry and in case the supply is not found in conformity with the specifications and any complaintis received about its quality and performance during the course of their use/utilization, the entire supply will have to be replaced with the good quality exactly commensurate with approved specifications at the cost of the tenderer. The decision of the Committee in this regard shall be final.

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 necessaryrepair at the place where the item 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 item is repaired.

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 items shall not be changed without prior intimation to the Supreme Court of India.

D. PENALTIES

23. If delivery is not made in given time and the Registry is required to make purchase from outside at higher rates, the loss, if any, sustained by the Registry would be recovered from the tenderer.

24. Irrespective of the fact as to whether or not the Registry makes purchases from outside, the Registry may impose penalty up to 0.5% per week subject to maximum of 10% of total cost of delayed articles, or of forfeiting the performance security if the delay is due to wilful laches or negligence on the part of the tenderer irrespective of inconvenience caused to the Registry.

25. The Security Deposit shall stand forfeited in case of breach of any of the conditions mentioned herein or if the supply of the items is found unsatisfactory / not as per specifications.

E. INVITATION OF TENDER

Interested parties may send their Tenders in Three sealed envelopes superscribing (a) "Earnest Money for 650VA UPS", (b) "Technical Bid for 650VA UPS" and (c) "Financial Bid for 650VA UPS" addressed by name to the undersigned so as to reach **on or before 03.03.2023 up to 3:00 P.M.** which may be opened on the same day at 4:00 P.M. in the Registry by a Committee of Officers in the presence of the tenderers or their authorized representative present there at that time. The tenders received after due date and/or time or without Earnest Money Deposit will not be entertained. In the first instance, envelopes containing Earnest Money may be opened and thereafter the envelopes containing Technical Bids (Annexure-'C') will be opened. The envelopes containing Financial Bids (Annexure-'D') will be opened at a later date and time to be communicated only to the tenderers who are found technically-qualified.

Sd/-

(Anil Kumar Sharma) Additional Registrar (AM) 10.02.2023

ANNEXURE-'A'

Supreme Court of India Admn. Materials (P & S)

F. No.: UPS Purchase/SCI(AM)/2023 Dated : 10.02.2023

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(Proforma to be filled by the Tenderer)

1.	Name of the Tenderer : with Delhi/NCR Address		
2.	Name of the Contact Person with Telephone/Mobile No./ Fax No./E-Mail ID :		
3	PAN No. :		(Attach Proof)
3A.	GST Registration No. :		(Attach Proof)
4.	Whether all the terms & conditions of NIT are acceptable: Yes/No :		
5.	Whether rates are inclusive/exc of GST. Please mention it clearly	:	
6.	Discount, if any	:	
7.	FOR: Supreme Court Registry	:	
8.	Whether Undertaking of Non-blacklisting attached:		
9.	Whether empanelled with the Registry enclose proof with tender document:		

10.	Delivery Schedule :
11.	Name & address of the Govt. Offices etc. of which the tenderer is having the contract (For ATS in UPS) with name of contact person and his telephone/mobile number:
12.	Details of previous experience in the field & infrastructure of the Company:

13. Whether EMD is submitted or Certificate for its exemption is enclosed: _____

Dated:

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 Department/Public Sector undertaking/Autonomous Body.

Signature of the authorised signatory of the firm/company/ organisation/Official Stamp/Seal.

Date: Place:

ANNEXURE-'C'

TECHNICAL BID

SPECIFICATIONS COMPLIANCE SHEET

Output		Mention Compliance Yes or No	Remarks (Please attach Brochure in support of Technicals)
Power Capacity	360 W / 650 VA		
Nominal Output Voltage	230 VAC +/- 10%		
Output Frequency Range (sync mode)	50 Hz / 60 Hz +/- 1 Hz		
Topology	Line Interactive		
Output Waveform	Modified Sine Wave		
Transfer Time	4-8ms typical		
Output connections	Three sockets of 3 pin each		
Input			
Input Voltage Range	140 V ~ 300 VAC		
Frequency	50 Hz ± 10%		
Input Fuse	5A		
Input connection	6A - 3 pin, including earthing		
Power cord length	2 meters (at- least)		
Surge Protect	tion		

AC Power Surge Protection	All Outlets		
Management	Management		
LED Indicators	LED Status display with online, on battery		
Alarms	on battery, low battery, overload continuous tone alarm		
Batteries			
Battery Type (Internal)	Maintenance- free, sealed lead-acid battery, leak proof		
Battery Capacity	12 V 7 Ah x 1		
Typical Recharge Time	6 Hours recover to 90% capacity		
UPS backup time	15 to 20 minutes with full load		
Environment			
Operating Temperature	0°C - 40°C		
Relative Humidity	0 to 90% Non- Condensing		
Noise Level			
Energy Certification	EnergyStar (EPA) ver. 8.0 / BEE India Star ver 1		
Additional fea	atures		
1. Sleep mode charging			
2. Cold start capable	Yes		
-	EnergyStar (EPA) ver. 8.0 / BEE India Star ver 1		
4. Automatic Voltage Regulation	Yes		

5. Automatic Diagnostic Testing - Periodic battery self- test to ensure early detection of a battery that needs to be replaced	Optional — Good to have, but not an absolute necessity.	
6. Support for Network interface card / SNMP card for centralized online monitoring of all the deployed UPS	Optional — Good to have, but not an absolute necessity.	

ANNEXURE-'D'

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Financial Bid

- Brand Name along with Model No. of UPS being offered: _______
- Brand Name of Batteries being offered: _______
- Warranty being offered on UPS: _____
- Mention circumstances when warranty shall not be applicable: _______
- Warranty being offered on Batteries: ___
- Mention circumstances when warranty shall not be applicable: _______

Item Name	Price per unit before Tax (In Rs.)	GST % extra applicable Per Unit	Total net price per unit (In Rs.)
<u>1. 650VA UPS only</u>			
2. Battery only			
Please mention the number of batteries required per UPS (here)			