

SUPREME COURT OF INDIA
Tilak Marg, New Delhi -110001
ADMN. MATERIALS (P&S) BRANCH

F.No. 33/UPS//18-SCI(AM)
Dated : 27.03.2021

Last date for submission of Tender : 19.04.2021(Monday) upto 3.00 p.m.
at Counter No. 17 (R & I)
For any query please contact at Counter No. 26.

NOTICE INVITING TENDER

FOR AWARDING OF COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT FOR ONLINE UPS OF DIFFERENT SPECIFICATIONS
FOR A PERIOD OF 02 YEARS.

Sealed tenders are invited from Delhi-NCR based reputed firms/ manufacturers/ retailers/ authorized dealers 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 Online UPSs as per Proforma enclosed herewith as **Annexure-A**

Sl. No.	Description of UPS	Year of Purchase	Qty	Installed Locations
1.	20 KVA Online UPS (R S Power make)	2017	02	Computer Cell of the Registry (Data Centre)
2.	15 KVA Online UPS (Maxx make)	2014	01	-do-
3.	10 KVA Online UPS (Electronics & Controls 'make')	2007	02	-d0-
4.	5 KVA Online UPS (Numeric make)	2008		Gate – C & D in the Registry
5.	1 KVA UPS (Keptron make)	2014-2015	38	With Network Switches at different locations in the Registry
		Total	45	

Interested parties, if they so desire, may contact the Branch Officer, Admn. Materials Branch at Telephone No. 011-23111483 or personally visit at Reception Counter No. 26 for any clarification on any working day between 10:30 A.M. and 4:00 P.M. (except Saturdays, Sundays & Holidays).

TENDER

1. The tenderer is required to quote its best rate per UPS / per annum for Comprehensive Annual Maintenance Contract (excluding replacement of batteries) for a **period of two years** as per the enclosed Proforma as **Annexure-A** mentioning percentage of GST etc. Tenders once submitted will not be allowed to be withdrawn till finalization of the matter.

2. The exact quantity of UPS may vary before/after placing the order. The aforesaid UPSs are installed in the Supreme Court Registry at different locations and they are to be maintained there itself.

3. The tender may be delivered in two separate sealed envelopes superscribing (a) **Earnest Money** for CAMC of UPS and (b) **Financial bid/Tender document** for CAMC of UPS, by post sufficiently early so as to reach the Registry within date and time or may be delivered personally to the undersigned. If tender is sent through special messenger, an authority letter from the tenderer with proof of identity may also be given to the Messenger.

4. Tenderer is 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 tenderers' risk and may result in rejection of tender.

5. The tender must be received not later than the date & time specified for submitting the same. In case, the date of submitting the tender is declared as holiday, then next working day of the Registry will be treated as due date of tender.

TERMS AND CONDITIONS OF THE TENDER

6. The tenderer is required to quote their best rate mentioning the percentage of GST etc. per UPS / per annum for Comprehensive Annual Maintenance Contract (excluding replacement of batteries) for a **period of two years** for all UPSs as detailed in **Annexure-'A'** enclosed herewith. **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 tenderers are 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 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 empanelled dealers list maintained by the Registry or from registered suppliers of NSIC/MSME and the dealers on the panel of NICS. A valid certificate/documents with regard to this must be submitted by the Tenderer 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 concerned party any time after it is submitted, the tenderer may be debarred to participate in the tender process of the Supreme Court of India in future.

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 / organization 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 will deal with the tenders directly and the Registry is not bound to accept the lowest tender and reserves the rights to reject or accept any or all the tenders, partly or completely, at any time without assigning any reason thereof.
13. The Registry in its discretion, reserves the right to make any change, at any time in the terms and conditions of the Notice Inviting Tender.
14. Each tenderer has to certify that all the terms and conditions are acceptable to him/her.
15. 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.
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 will be recovered from the tenderer.
17. The tenderer shall quote the rates both in figures and words with blue / black ball pen. In case of any discrepancy, the figures mentioned in words will be considered.
18. The tender should submit proof of his / her domicile in Delhi-NCR along with address of the office.

19. Each Tenderer shall give an undertaking (as per **Annexure-'B'**) that the Firms/Partners/Director/Proprietor has not been blacklisted and their business dealings with Central/State Government /Public Sector Units/Autonomous Bodies have not been blacklisted /banned/terminated on the account of poor performance.

TERMS & CONDITIONS FOR THE SUCCESSFUL TENDERER

20. The successful tenderer shall have to deposit **performance security @ 3% of the total value of the contract** drawn in favour of **“The Registrar (Admn.), Supreme Court of India, New Delhi** after adjusting the amount of Rs. 5,000/- (Rupees Five Thousand only) already deposited with the tender as Earnest Money, within one week from the receipt of Work Order by way of Demand Draft/Bank Guarantee drawn in favour of “The Registrar (Admn.), Supreme Court of India, New Delhi”. The Security deposit will be released after 60 days from the date of final bill payment or after satisfactory completion of the contract, whichever is later.

21. Complaints are required to be attended to within two hours on the same day even at odd hours. The tenderer will also provide the maintenance and repair services even at odd hours and on holidays if required or in case of emergency. Defective UPS should be made functional on the same day, 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.

22. 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 charges shall be admissible.

23. The successful tenderer will be responsible for any mishap, theft, loss and misbehavior happening because of the staff deployed by them.

24. 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.

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 along with log book meant for carrying out preventive maintenance while submitting the quarterly bill of CAMC payment.

26. 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)**.

27. The payment will be made to the successful tenderer after completion of each quarter upon submitting the Bill along with satisfactory reports from the users/Computer Cell on the basis of satisfactory services provided on actual basis.

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

PENALTIES

29. 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, the loss, if any sustained by the Registry would be recovered from the tenderer.

30. In case neither the complaint is attended and set right on the same day nor a stand by UPS is provided, 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.

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

INVITATION OF TENDER

Interested parties may submit their tenders in two sealed envelopes, containing i) Tender Document/Financial bid and ii) EMD for **CAMC of UPSs** superscribing on the envelopes addressed by name to the undersigned, or may be handed over personally to **Registry's Reception Counter No. 17** near PRO office on or before **19.04.2021 upto 03:00 P.M.** which will be opened on the same day at **03:30 P.M.** by Committee of Officers constituted for the purpose before the tenderers or their authorized representatives who may wish to remain present. **The tenders received after due date or time will not be entertained.**

In the first instance, envelopes containing Earnest Money Deposit & thereafter envelopes containing financial bid/tender document will be opened.

Sd/-

(Anil Kumar Sharma)
Additional Registrar(AM)
27-03-2021

Encls : Annexures 'A' 'B' and 'C'

Note : The Registry shall remain closed from 29.03.2021 to 03.04.2021 on account of Holi Vacations.

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

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

Dated : 27.03.2021

**PROFORMA TO BE FILLED BY THE TENDERERS WITH REFERENCE TO NOTICE INVITING
TENDER FOR AWARDING CAMC OF UPSs OF DIFFERENT SPECIFICATIONS**

1. Name of the firm with address :
2. GST Number :
3. Name of the contact person with :
 Telephone No. :
 Mobile No. :
 Fax No. :
 E-mail ID :
4. Details of previous experience :
5. List of major clients :
6. Rates for CAMC of UPS (excluding replacement of Batteries):

Sl. No.	Name/Particulars of UPSs	Qty	CAMC Rate per unit/per annum	% of GST, if any	Total Cost
A	20 KVA Online UPS (R S Power make)	02			
B	15 KVA Online UPS (Maxx make)	01			
C	10 KVA Online UPS (Electronic & Controls make)	02			
D	5 KVA Online UPS (Numeric make)	02			
E	1 KVA Online UPS (Keptron make)	38			

7. Discount, if any :
8. FOR – Supreme Court Registry : Yes / No
8. Whether all the terms & conditions of NIT are agreeable. : Yes / No

Date :

Signature
(with stamp)

UNDERTAKING

I/We undertake that(Firm/Partners/Director/Proprietor).....
has not been blacklisted / banned by any Central / State Government / Public Sector Units /
Autonomous Bodies.

Signature
of the authorised signatory of the firm/
company / organization with Official Stamp /Seal

Date :

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 authorized signatory of the firm/
company / organization with Official Stamp /Seal

Date :

Place :