

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

No. 33/UPS Purch./19-21/SCI(AM)  
Dated : **14-03-2019**

**Last date of Tender : 04-04-2019**

**NOTICE INVITING TENDER**

**RATE CONTRACT FOR PURCHASE & INSTALLATION OF 650 VA UPS  
WITH ON-SITE COMPREHENSIVE COMPANY WARRANTY ON BOTH UPS AND  
BATTERY, FOR A PERIOD OF TWO YEARS**

Sealed tenders for rate contract are invited, on the Proforma attached herewith from branded and reputed firms / manufacturers / retailers / authorised dealers of 650 VA UPS along with On-site Comprehensive Company Warranty on both UPS and Battery on requirement basis for use in the Residential Offices of Hon'ble Judges of the Supreme Court of India, Supreme Court Guest House, eCommittee Office and the Registry for a period of Two Years, as per Proforma enclosed herewith at Annexure "A".

Interested parties, if they so desire, may contact the Branch Officer, Admn. Material (Tel. 011-23112235 / 011-23111483) on any working day between 10.30 AM to 4.30 PM except on Saturday upto 12.00 noon for further information regarding the following items before quoting the rates:

Items
650 VA UPS with 15-20 minutes of battery backup time for Desktop type Computer Systems

**A. TENDER**

1. The tender should be sent in three different sealed envelopes superscribing with (a) "Technical bid for supply and installation of UPS", (b) "Financial bid for supply and installation of UPS", and (c) "Earnest Money for supply and installation of UPS" by post sufficiently early so as to reach the Registry or may be delivered to the R&I Branch of the Registry through the Reception Office of the Supreme Court of India within time i.e. **04-04-2019 by 3:00 P.M.** 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.

2. The 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.

3. 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.

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

#### **B. TERMS AND CONDITIONS OF TENDER**

5. The tenderers are required to quote their lowest rate per unit for the **above mentioned UPS with On-site Comprehensive Company Warranty on both UPS and Battery** and discount, if any, percentage of GST, delivery period, etc. as per **Annexure-'A'** enclosed.

6. The rates should be valid for a **minimum period of 120 days from the date of opening of Tenders**. The tenderer shall not be entitled during the said period of 120 days to revoke or cancel its tender or to vary the tender or any terms thereof.

7. The tenderers are required to send their tenders along with a Demand Draft (DD) of **Rs. 5,000/- (Rupees Five Thousand only)** drawn in favour of "The Registrar (Admn.), Supreme Court of India" payable at New Delhi as Earnest Money which will be refunded without interest to the unsuccessful tenderers on their written request after awarding of the contract to the successful tenderer. **The name of the Item and the firm along with telephone no. should be written on the back side of the Demand Draft.**

7A. Tenderers who are empanelled with the Registry shall be exempted from depositing earnest money. However, the proof must be furnished along with tender in sealed envelope.

8. Hypothetical or conditional Tender 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 at any time after it is submitted, appropriate action may be taken including forfeiture of Earnest Money. The tenderer shall be bound by the terms and conditions of the tender. If the tender is withdrawn or altered by the concerned party at any time after it is submitted, appropriate action may be taken.
9. The Registry will deal with the tenderer directly and no middleman/Commission agents etc. should be asked by the tenderer to represent the 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.
10. Over-writing / over-typing or erasing of the figures which render it doubtful or ambiguous are not allowed and shall render the tender invalid.
11. The tenderer shall give an undertaking (as per **Annexure 'E'**) that the firm/ Partners/ Director/ Proprietor has not been blacklisted and its business dealings with Central/State Government/Public Sector units/ Autonomous bodies have not been banned/ terminated on the account of poor performance.
12. The Earnest Money / Security deposit shall stand forfeited in case of breach of any of the conditions mentioned herein and if the supply is found unsatisfactory.
13. The Registry, in its discretion, reserves the right to reject or accept the tenders, partly or completely, at any time without assigning any reason thereof at any stage of tendering process.
14. The OEM Company may submit a bid either in its own name or through any of the authorized dealers, who has to provide supply/services to the Supreme Court.
15. The bids without confirmation of the original equipment manufacturing company regarding authorization to sell the product shall not be considered.
16. The tender should accompany an undertaking of Authenticity as per proforma placed at **Annexure 'B'** and also submit an authorization certificate of the company.

17. 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.

18. The Registry is not bound to accept the rates submitted by the lowest tenderer or any other tenderer nor does it undertake to assign any reasons for its decision in this matter.

### **C. TERMS & CONDITIONS OF THE SUCCESSFUL TENDERER**

19. The successful tenderer shall have to deposit performance security of Rs 10,000/- (Rupees Ten Thousand Only) 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 Purchase Order. The security deposit will be refunded after 60 days from the payment of final bill on their written request and after satisfactory supply / installation of UPS.

20. The items are required to be **supplied and installed within 03 days** on receipt of the Purchase Order and in case the supply & installation is not done within the stipulated time and the Registry is forced to make purchase from outside to meet the urgent demand, the tenderer will have to make payment of the loss caused to the Registry because of the price difference.

21. The items 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 approved specifications the same will be liable to be rejected and will be required to be replaced with the supply exactly commensurate with the approved specifications. The decision of the Registry in this regard will be final, unassailable and binding on the supplier.

22. The payment will be made only after the complete supply and installation as per approved specifications without payment of any advance amount, as per the supply orders issued from time to time.

23. The warranty of the product shall be deemed to commence from the date of successful installation of each unit.

24. The tenderer should have sufficient infrastructure and qualified staffs for actual execution of work.

25 . The complaint would take up of any reported fault within two hours even at odd hours and during holidays and shall rectify the fault as far as possible, during the period of on-site Comprehensive Company warranty on both UPS and Battery. The repairs would be carried out on-site itself. No TA will be given. If for some reason, it is not possible to carry out the necessary repair 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.

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

27. On expiry of the On-site Comprehensive Company Warranty Period on both UPS and Battery, the tenderer will have to handover the items under warranty in perfect working condition to Supreme Court of India failing which it shall be open to Supreme Court to get the items repaired from anywhere at the cost and risk of the tenderer and the expenses incurred by Supreme Court in this regard shall be deducted from the security deposit and outstanding dues, if any, of the tenderer. If the amount of security deposit and/or outstanding bills is found inadequate, the balance amount shall be payable by the tenderer to Supreme Court of India, which shall be entitled to recover it from him. The decision of the Registrar, Supreme Court of India in this regard shall be final and binding upon the tenderer.

#### **D. PENALTIES**

28. The items are required to be **supplied and installed within 03 days** on receipt of the Purchase Order and in case the supply & installation is not done within the stipulated time and the Registry is forced to make purchase from outside to meet the urgent demand, the tenderer will have to make payment of the loss caused to the Registry because of the price difference.

29. Irrespective of the fact as to whether or not the Registry gets the material purchased from outside, the Registry may impose penalty of one percent of the total cost per week for delayed delivery of the supply, if delay is due to willful laches or negligence of the tenderer and it causes financial loss or inconvenience to the Registry.

30. In case complaints/services are not done within the stipulated time, the Performance Security Deposit may be forfeited along with any other action as may deem appropriate by the Registry. In case the Registry is forced to make expenditure because of delay to meet any exigency, the tenderer will be liable to the loss which the Registry may directly deduct from Bill/Security Deposit, irrespective of the fact as to whether or not the Registry gets the work/services from outside, the Registry may impose penalty of Rs. 100/- per day delayed, if delay is due to willful laches or negligence of the tenderer and it causes financial loss or inconvenience to the Registry.

#### **E. INVITATION OF TENDER**

Interested parties may send their lowest sealed tender in three separate envelopes containing (a) "Technical bid for supply and installation of UPS", (b) "Financial bid for supply and installation of UPS", and (c) "Earnest Money for supply and installation of UPS". The sealed tenders will be accepted on or before **04<sup>th</sup> April, 2019 upto 3.00 P.M. at Counter No. 42, Reception East, near Office of the Deputy Registrar(Public Relations), Supreme Court of India, Tilak Marg, New Delhi-110001. Alternatively, the tenders may be sent by post so as to reach before the due date & time.** The Technical Bids (See Annexures 'C', 'D') only will be opened on the same day i.e. **04-04-2019 at 3.30 PM** in the Registry by a Committee of Officers constituted for the purpose before the representatives of the firms, who may wish to remain present at the time of opening the tenders, if they are interested. In the first instance, envelopes containing Earnest Money may be opened and thereafter the envelopes containing Technical Bids will be opened. One representative of each tenderer will be allowed to remain present at the time of opening the sealed tenders. The representative of each tenderer should carry the identity card and letter of authority of the tenderer. The commercial bids shall be opened on subsequent date that will be announced later, of those tenderers whose technical offers are found proper and who qualify for contract. The tenders received after due date and/or time and/or without Earnest Money will not be entertained.

Sd/-  
(BASU DEV SHARMA)  
ADDITIONAL REGISTRAR(AM)  
14-03-2019

Encl : ANNEXURE "A" , "B" , "C" , "D" & "E"

**ANNEXURE -'A'**

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

No. 33/UPS Purch./19-21/SCI(AM)

Dated : **14-03-2019**

**PROFORMA TO BE FILLED BY THE TENDERER WITH REFERENCE TO THE RATE CONTRACT FOR  
PURCHASE & INSTALLATION OF 650 VA UPS WITH ON-SITE COMPREHENSIVE COMPANY  
WARRANTY ON BOTH UPS AND BATTERY FOR A PERIOD OF TWO YEARS**

1. Name of the Firm : \_\_\_\_\_
2. Address with Tel. No. & Fax No. : \_\_\_\_\_
3. GST No. : \_\_\_\_\_
4. Name of the Contact Person with : \_\_\_\_\_  
Telephone/Mobile No./E-mail ID

5. Rates for each UPS :

Items	Make & Model as per specification given in the NIT	Price per unit(Rs.) with On-site Comprehensive Company warranty on both UPS and Battery	% of GST if any	Total net price per unit
650 VA UPS				

6. Whether all the terms & conditions of NIT are acceptable : Yes/No : \_\_\_\_\_
7. Whether empanelled with the Registry : \_\_\_\_\_
8. Discount, if any : \_\_\_\_\_
9. Parts which are not included during the On-site Comprehensive Company warranty period on both UPS and Battery : \_\_\_\_\_
10. FOR : Supreme Court Registry : \_\_\_\_\_

Place :  
Date :

Signature  
(Name of firm with stamp)

**ANNEXURE 'B'**

Subject : Undertaking of authenticity for UPS Suppliers

Sub: Supply and Installation of UPS

Ref: 1. Your Purchase Order No \_\_\_\_\_ dated \_\_\_\_\_  
2. Our Invoice No./Quotation No. \_\_\_\_\_ dated \_\_\_\_\_

With reference to the ..... (UPS) being supplied/quoted to you vide our invoice no./quotation no./order no. cited above, \_\_\_\_\_ We hereby undertake that all the UPS shall be original new items only, from OEM of the products and that no refurbished/duplicate/second hand components/parts/ assembly/software are being used or shall be used.

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM suppliers' at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the ..... UPS already billed, we agree to take back the ..... UPS without demur, if already supplied and return the money if any paid to us by you in this regard, and/or the performance security, if any produced, forfeited.

We ..... (system OEM name) also take full responsibility of both Parts & Services under SLA as per the content even if there is any defect by our authorized Service Centre/Reseller/SI etc.

Authorized Signatory

Name:

Designation:

Place :

Date :

**ANNEXURE 'C'****SPECIFICATION / CONFIGURATION OF UPS For 650 VA UPS**

<b>Sr. No.</b>	<b>Technical Parameter</b>	<b>Specification</b>
1	Output Power Capacity	650 VA
2	Output Voltage	230 V
3	Output Voltage Distortion	Less than 5%
4	Output Frequency	50/60 Hz +/- 5%
5	Input Frequency	50/60 Hz +/- 10 Hz (auto sensing)
6	Input Voltage	160 V – 280 V
7	Battery Type (Internal)	Sealed Maintenance Free (SMF) Battery
8	Battery Recharging Time	2-8 hours
9	Backup	15-20 minutes with full load
10	Output Transfer Time – No Tripping – Must not trip in switching to / from battery power even in full load	Yes
11	Cold Start Capable	Yes
12	Sleep Mode Charging	Yes
13	Automatic Voltage Regulation	Yes
14	Audio & Visual Alarms	Yes
15	Overload Protection Fuse	Yes
16	Generator Compatible	Yes
17	Output Connections	Three sockets of 3 pin each
18	Inputs Connection	Should be 6A 3 pin I.e including for earthing
19	Surge Protection	Yes
20	Operating Environment	0-40° C
21	Operating Relative Humidity	0-95 %
22	Audible noise at 1 meter from unit	Not more than 35 dB

23	Energy Certification	EnergyStar(EPA) ver. 5.0/BEE India Star ver 1
24	Original Equipment Manufacturer (OEM) Product	OEM Manufacturer or its authorised dealers with OEM Manufacturer Certificate only to bid
<b>Information to be filled in by the bidder</b>		
25	Height, Width, Depth and Net Weight	
26	Power Cord Length <b>at least 2 meters</b>	
27	Number of batteries in the UPS	

Note : All of the parameters of given above should be read as 'the same, equivalent or better'

**ANNEXURE 'D'**

**Compliance Sheet to be filed in by the Bidder**  
**(with reference to “Specification / Configuration of UPS” as mentioned in Annexure – 'C'. Please indicate below if the same have been complied with, or else specifically mention the specification / configurations offer by the bidder)**

<b>Sr. No.</b>	<b>Technical Parameter</b>	<b>Specification</b>	<b>Complied (Yes) / Not Complied (No)</b>	<b>Remarks</b>
1	Output Power Capacity	650 VA		
2	Output Voltage	230 V		
3	Output Voltage Distortion	Less than 5%		
4	Output Frequency	50/60 Hz +/- 5%		
5	Input Frequency	50/60 Hz +/- 10 Hz (auto sensing)		
6	Input Voltage	160 V – 280 V		
7	Battery Type (Internal)	Sealed Maintenance Free (SMF) Battery		
8	Battery Recharging Time	2-8 hours		
9	Backup	15-20 minutes with full load		
10	Output Transfer Time – No Tripping – Must not trip in switching to / from battery power even in full load	Yes		
11	Cold Start Capable	Yes		
12	Sleep Mode Charging	Yes		
13	Automatic Voltage Regulation	Yes		
14	Audio & Visual Alarms	Yes		
15	Overload Protection Fuse	Yes		

16	Generator Compatible	Yes		
17	Output Connections	Three sockets of 3 pin each		
18	Inputs Connection	Should be 6A 3 pin I.e including for earthing		
19	Surge Protection	Yes		
20	Operating Environment	0-40° C		
21	Operating Relative Humidity	0-95 %		
22	Audible noise at 1 meter from unit	Not more than 35 dB		
23	Energy Certification	EnergyStar(EPA) ver. 5.0/BEE India Star ver 1		
24	Original Equipment Manufacturer (OEM) Product	OEM Manufacturer or its authorised dealers with OEM Manufacturer Certificate only to bid		

**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: