

SUPREME COURT OF INDIA
ADMN. MATERIALS

F.No.1/Inverter CAMC/2022/SCI(AM)
Dated: 05.09.2022

Last Date for submission of Tender: 27.09.2022 upto 3.00 PM
at Counter No. 17 (R&I)
For any query please contact at Counter No. 41

NOTICE INVITING TENDER

FOR COMPREHENSIVE MAINTENANCE CONTRACT OF INVERTERS ALONG WITH
BATTERIES AND CONSUMABLES FOR A PERIOD OF THREE YEARS

Sealed tenders are invited for awarding Comprehensive Maintenance Contract (CMC) in respect of following types of Inverters along with batteries provided at the Residential offices of the Hon'ble the Chief Justice of India and other Hon'ble Judges situated within a distance of 3-5 kms. from the Supreme Court of India premises, for a period of 3 (three) years. The tenderers are required to quote their lowest rates for CMC/replacement of batteries/consumable parts as per the list attached herewith as Annexure-A:

S. No.	Type of Inverters	No. of Inverters
01	800VA/850VA (Single Battery System)	97
02	1400VA/1500VA/1650VA (Double Battery System)	46
03	3.5 KVA (Four Battery System)	1

Interested parties, if so desire, may contact Branch Officer, Admn. Materials (Purchase & Stores) at Telephone No. 011-23115941 or personally visit at Registry's Reception Counter No. 41 near PRO Office for any clarification before quoting the rates on any working day between 10.30 A.M. and 4.00 P.M. (except Saturdays, Sundays and holidays).

A. TENDER

1. The tenderers are required to quote their lowest rates for CMC and replacement of batteries/consumable parts of Inverters for a period of three years. Tenders once submitted will not be allowed to be withdrawn till finalisation of the matter.
2. The tender may be sent in sealed envelopes superscribing **(a) 'Earnest Money for awarding CMC of Inverters along with batteries and consumables'** **(b) 'Financial Bid for CMC of Inverters along with batteries and consumables'** by post sufficiently early so as to reach the Registry within date and time or may be delivered at Counter No. 17 (R&I).
3. If both the envelopes are kept inside a single envelope, it should be specifically written outside the envelope.
4. The tenderers are expected to examine all the instructions, Proformas' terms and 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 rejection of the tender.
5. The tender must be received not later than the date and time specified for submitting the same. In case the date of submitting the tender will be declared as holiday, then the next working day of the Registry will be treated as due date of the Tender.

B. TERMS AND CONDITIONS OF TENDER

6. The **tenderer may quote the rates of CMC and spare parts, keeping in view the escalation in prices for the next three years.** The tenderer shall not be entitled during the said period to revoke or cancel its tender or to vary the tender or any terms thereof.
7. The tenderers are required to send their Tender along with a Demand Draft of **Rs. 10,000/- (Rupees Ten Thousand only)** drawn in favour of 'The Registrar (Admn.), Supreme Court of India' payable at New Delhi as Earnest Money, by writing the name of the firm, telephone number and name of the item on the reverse side of the Demand Draft. If the firm is exempted from depositing the EMD, a Certificate to this effect has to be submitted along with the tender documents.

8. Earnest Money Deposit of unsuccessful tenderers would be returned by way of RTGS/NEFT or cheque after the contract has been finally awarded to the successful tenderers. A copy of cancelled cheque is required to facilitate refund of EMD amount.
9. Hypothetical/conditional tenders 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, the tenderer may be debarred to participate in the tender process of the Supreme Court of India.
10. The Registry will deal with the tenderer directly and no middlemen/agents/ Commission agents etc. should be asked by the tenderers to represent their cause and they shall 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 its doubtful or ambiguous are not allowed and shall render the tender invalid.
12. The tenders shall quote rates both in figures and words with blue/black ball pen. In case of any discrepancy, the figures mentioned in words will be considered.
13. The Registry, in its discretion, reserves the right to reject or accept any or all the tenders, wholly or partly, without assigning any reason thereof.
14. All the pages of tender document submitted therein must be duly signed and stamped failing which the offer shall be liable for rejection.
15. The Registry is not bound to accept the rates submitted by the lowest tenderer.
16. The tenderer has to mention its infrastructure and annual business turn over of last 2-3 years.
17. 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 shall be recovered from the tenderer.

18. The tenderers should specifically state whether rates are inclusive of GST (as applicable) and if it is not, it will be deemed that rates are inclusive of GST.
19. Rates for repair and maintenance with labour and cartage charges of items are required to be submitted in the format as per **Annexures-'A'**. The rates shall remain in force for the entire period of contract unless it is terminated.
20. The tenderer should have a **well established workshop/ infrastructure/ manpower** and possess experience including in the Government Offices.
21. Periodical servicing has to be carried out once in three months for all the Inverters covered under CMC. During the course of servicing, the tenderer should service the unit with proper care, thorough check-up and checking the output performance etc.

C. TERMS AND CONDITIONS FOR SUCCESSFUL TENDERER

22. The successful tenderer shall have to deposit **performance security deposit @ 3%** of the total amount of tender by way of Bank Guarantee/Demand Draft drawn in favour of "The Registrar (Admn.), Supreme Court of India", New Delhi. The performance security will be released after 60 days of the successful completion of the contractual period or payment of the last bill, whichever is later.
23. The repair work will be required to be done at different intervals during the Contractual Period as and when required. Rates quoted shall include costs of commuting and no separate traveling charges shall be admissible.
24. The payment of AMC will be made on quarterly/half yearly/yearly basis after the satisfactory report (with name, designation and emp. code) of the concerned officer.
25. The successful tenderer would take up any **reported fault within two hours even at odd hours and during holidays and shall rectify the fault**. The repairs would be carried out on-site itself. 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 4 hours the firm would provide a standby for the same till the faulty item is repaired and same will be charged as per approved rates.

26. 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 item shall not be changed without prior intimation to the Supreme Court of India.
27. If the work is found unsatisfactory or the visit of skilled worker to the worksite is not regular, the contract will be terminated by the Registry at any time without assigning any reason thereof. The decision of the Registry in this regard shall be final and binding on the firm.
28. Periodical servicing has to be carried out once in three months for all the inverters covered under CMC. During the course of servicing, the tenderer should service the inverters with proper care, thoroughly check-up, checking output performance etc.
29. Non-performance of the quarterly maintenance on time schedule will be treated as a pending complaint by the Registry and will be dealt with accordingly for applicable penalties.
30. Any loss or damage caused to any of the Registry's item by the successful tenderer while doing/performing the job shall be recovered from the successful tenderer and the decision of the Registry in this regard shall be final and unassailable.
31. The tenderer shall provide full details of the person/electrician deployed for such job. Police verification of the deputed person with no criminal record and with ID proof shall also be carried out by the contractor and record be maintained to this effect and further shall be verified from time to time so far.
32. The firm/contractor shall be responsible for any injury or accident to the person/electrician deployed by them.
33. The Registry shall have no liability, financial or otherwise, for any harm/damage/injury incurred to the personnel deployed by the successful tenderer in the course of performing the work of this Registry. Neither the Contractor nor his workers shall have any claim on this Registry for compensation or financial assistance on this account.

34. The tenderers shall give an undertaking (as per **Annexure-B**) that the Firm/Partners/Director/Proprietor has not been blacklisted/banned by any Government Department/ Public Sector undertaking/Autonomous Body.
35. The successful tenderer will have to abide by the terms and conditions as may be fixed from time to time by the Registry.
36. The work executed by the firm should be to the satisfaction of the concerned Officer where work will 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 and of the Registry in this regard will be final & unassailable and binding on the tenderer.
37. Rates quoted shall include costs of commuting, delivery and no separate travelling charges shall be admissible.

D. PENALTIES

38. 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.
39. If irrespective of the fact as to whether or not the Registry gets the job done or not from the outside, a penalty of 1% subject to maximum penalty of 10% of total cost of delayed job may be levied.
40. Even after awarding the contract, the Registry reserves the right to terminate the same at any point of time during the contract period, if services of the successful tenderer are not found satisfactorily.
41. The security deposit shall stand forfeited in case of breach of any of the conditions mentioned herein or if the work is found unsatisfactory/ not as per specifications.

E. INVITATION OF TENDER

Interested parties may send their tenders in two sealed envelopes containing (a) **'Earnest Money for awarding CMC of Inverters along with batteries and consumables'** (b) **'Financial Bid for CMC of Inverters along with batteries and consumables'** respectively addressed by name to the undersigned or may be handed over personally to Registry's Reception Counter No. 17 (R&I) on or before **27.09.2022 upto 3:00 PM** which will be opened at 3:30 PM 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 time and without Earnest Money will not be entertained. In the first instance, envelopes containing Earnest Money will be opened. Thereafter, the envelope containing tender documents will be opened.

Sd/-

(Anil Kumar Sharma)
Additional Registrar (AM)

Encls : Annexures 'A' & 'B'

SUPREME COURT OF INDIA
ADMN-MATERIAL

F.No.1/Inverter CAMC/2022/SCI(AM)
Dated: 05.09.2022

PROFORMA TO BE FILLED BY THE TENDERER FOR
COMPREHENSIVE MAINTENANCE CONTRACT OF INVERTERS ALONG WITH
BATTERIES AND CONSUMABLES FOR A PERIOD OF 3 YEARS

1. Name of the tenderer :
with complete address
2. Type of organization (Proprietor/
Partnership/Registered/ Pvt. Ltd.) :
3. (a) Contact Person with Name :
with Telephone/ Mobile No.
- (b) Pan No. (Photocopy to be enclosed) :
- (c) GST No. (Photocopy to be enclosed) :
- (d) Fax No./ E Mail ID :
4. Annual turnover during last three years
(enclose audited balance sheet for
three years) :
5. (a) Details/Rates regarding various types of
Inverters along with batteries/consumables : As per table given below

SNo.	Type of Inverter	No. of Inverters	Rate (Unit price per annum excluding GST)	Total cost per annum (excluding GST)	%age of GST
1.	CMC charges for 800VA/850VA (Single Battery System)	97			
2.	CMC charges for 1400VA/1500VA/1650VA (Double Battery System)	46			
3.	CMC charges for 3.5 KVA (Four Battery System)	1			
4	Battery replacement under buy back scheme with make & Warranty				
5	Battery lead (Wire) [ISI Mark]				

6.	Three Pin Plug [ISI Mark]			
7.	Socket (15 AMP) [ISI Mark]			

5. (b) Rates of other items:-

S. No.	Discription of item	Rate (Excluding GST)			Percentage of GST
		800/850VA	1400/1500/ 1650VA	3.5 KVA	
01	Cost of Standby Inverter				
02	Cost of Wiring with material per meter				
03	Cost of Trolley (for batteries)				
04	Cost of shifting and reinstallation of inverters along with batteries				
05	Cost of standby battery				
06	Items/spare part if any which are not covered under CMC				
a.					
b.					
c.					
d.					

6. Name & Mobile No. Of the qualified Engineers :

7. Whether tender documents (all pages) duly signed, stamped and legible :

8. Declaration regarding blacklisting or otherwise :

9. Any other information document, please specify :

I/We certify that the information furnished above is true and correct. The terms and conditions are acceptable to me/us.

Dated:

AUTHORISED SIGNATORY OF THE FIRM
Name(s) and address of the firm (with stamp)

UNDERTAKING

I/We undertake that (Firm/Partner/Director/Proprietor) has not been blacklisted/banned by any Government Department/Public Sector undertaking/ Autonomous Body.

Signature of the authorised
signatory of the Firm/Partner
/Director/Proprietor Samp/Seal

Date:

Place: