

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

No. 33/UPS/20/SCI(AM)
Dated : 15 Oct, 2020

Last date for submission of
Tender is : 06.11.2020 (Friday) upto 3.00 P.M.

NOTICE INVITING TENDER FOR
AWARDING THE RATE CONTRACT FOR SUPPLY & INSTALLATION OF
UPS BATTERIES (Exide or Reputed Brand make) OF DIFFERENT
SPECIFICATIONS

Sealed tenders are invited from Delhi-NCR based dealers for awarding the Rate Contract for supply & installation of UPS Batteries (Exide or reputed Brand make) of different specifications for a period of two years as per details given hereinbelow which are provided at the Residential Office of Hon'ble the Chief Justice of India, Hon'ble Judges and in the Supreme Court Registry. The batteries of the UPSs are to be replaced at the sites where they are presently provided. The details of various UPS are as under :

Sl. No.	Description of UPS	Year of Purchase	Qty	Types of Batteries required	Installed Locations
1.	20 KVA Online UPS (R S Power make)	2017	02	100 AH/12V	Computer Cell of the Registry (Data Centre)
2.	15 KVA Online UPS (Maxx make)	2013	01	65AH/12V	-do-
3.	10 KVA Online UPS (Electronics & Controls 'make')	2010	02	42AH/12V	-d0-
4.	5 KVA Online UPS (Numeric make)	2013	02	42 AH/12 V	Gate – C & D in the Registry
5.	1 KVA Online UPS (Keptron make)	2015	38	7AH/12V	With Network Switches at different locations in the Registry
6.	600 VA UPS (BPE & Cyber Power make)	2017-18	200	a) 7AH/12V (for BPE) b) 4.5 AH/12 V (for Cyber Power)	At Residential Offices of Hon'ble Judges and in the Registry

Interested parties, if they so desire, may contact the Branch Officer, Admn. Materials Branch telephonically at 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 Saturday, Sunday & Holidays.

A. TENDER

1. Two separate sealed envelopes should be used for submitting the tender (i) Earnest Money for “Rate Contract of UPS Batteries” and (ii) Tender Document for “Rate Contract of UPS Batteries ” on the cover of the respective envelopes.
2. If both the envelopes are kept inside a single envelope, it should be specifically written outside the envelope. Every page must be signed and stamped by the authorized official of the quoting firm, failing which it is liable to be rejected.
3. The tender may be sent by post sufficiently early so as to reach the Registry within time, or may be delivered to the undersigned or at R & I, Reception Counter No.17/26. If tender is sent through Messenger, an authority letter from the tenderer with proof of identity may also be given to the said Messenger so that he/she could show the same along with his/her own identity proof to the Reception Officer at Reception Counter for issuance of entry pass.
4. The 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 every 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 & time specified for submitting the same. In case, the date of submitting the tender will be declared as a holiday by the Government of India then the next working day will be treated as due date of the tender.

B. TERMS AND CONDITIONS OF TENDER

6. The tenderers are required to quote their lowest rates per unit **under buy-back** with 2 years guarantee/warranty for supply & installation of UPS Batteries (Exide or reputed Brand make) with discount on bulk purchase, if any, and percentage of GST, which should be valid for a period of two years from the date of awarding the contract.
7. The Registry is not bound to accept the lowest tender and reserves the right to reject or accept any or all the tenders, partly or completely, at any time, without assigning any reason thereof.

8. 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 “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 document.
9. 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 tenderer. A copy of cancelled cheque is required to facilitate refund of EMD amount.
10. The Batteries of the UPS are required to be replaced at different intervals as and when required during the contractual period of two years.
11. 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.
12. The Registry will deal with the tenderers directly and no middlemen/commission agents etc. should be asked by the tenderers to represent their cause and they will not be entertained by the Registry.
13. Over-writing/over-typing or erasing of the figures which render it doubtful or ambiguous are not allowed and shall render the tender invalid.
14. The tenderer 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.
15. The tenderer should submit proof of his/her domicile in Delhi-NCR along with address of the office.
16. Each tenderer has to certify that all the terms and conditions are acceptable to him/her. The Security deposit shall stand forfeited in case of breach of any of the conditions.
17. During the subsistence of contract, in case of breach of any conditions 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.

18. The Registry reserves the right to make any change, at any time, in the terms and conditions of the Notice Inviting Tender and accept or reject any or all tenders wholly or partly without assigning any reason thereof.

19. The tenderer shall give an undertaking **as per Annexure-B** that the firm/Partner/Director/Proprietor has not been blacklisted and their business dealings with Central/State Government/Public Sector units/Autonomous bodies have not been banned/terminated on the account of poor performance.

20. The bidder shall furnish a certificate **as per Annexure-'C'**, from the Original Equipment Manufacturer (OEM) of the UPS Batteries.

C. TERMS & CONDITIONS OF THE SUCCESSFUL TENDERER

21. The successful tenderer shall have to deposit **Performance Security Deposit @ 5%** of the total value of the contract by way of Demand Draft/Bank Guarantee drawn in favour of “The Registrar (Admn.), Supreme Court of India, New Delhi” within a week of the receipt of the work order which will be refunded after 60 days from the date of successful completion of contract or payment of the last bill whichever is later.

22. The successful tenderer shall undertake/ensure that the character and antecedents of each individual employee deployed by them have been got verified by the Police Authorities and record be maintained to this effect and further shall be verified from time to time.

23. The rates so quoted should be valid for a period of **Two Years** from the date of awarding of contract, as the UPS Batteries will be required to be replaced at different intervals during the Contractual Period as and when required. Rates quoted shall include costs of commuting, installation of batteries etc. and no separate travelling charges shall be admissible.

24. The UPS Batteries should be supplied strictly as per the specifications, which will be inspected by an Inspection Committee comprising of Senior Officers of the Registry and in case the supply is not found strictly in conformity with the approved specifications, the same will be liable to be rejected and the entire supply will have to be replaced with the quality exactly commensurate with the approved specifications at the cost of the tenderer. The decision of the Inspection Committee in this regard shall be final.

25. The delivery & installation of the UPS Batteries are to be done very expeditiously but not later than one week & if it is installed by the Registry after stipulated period through other agency, the difference of amount shall be recovered from the vendor/tenderer.
26. The payment will be made only after the full supply/installation is received/completed as per the supply order and accepted as per approved specifications.
27. The Registry shall have no liability, financial or otherwise, for any harm/damage/injury incurred by the personnel deployed by the successful tenderer nor his/her workers shall have any claim on this Registry for compensation or financial assistance on this account.

D. PENALTIES

28. 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.
29. 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 and of the Registry in this regard will be final and unassailable and binding on the tenderer.
30. Irrespective of the fact as to whether the Registry gets the job done or purchased the batteries from outside, the Registry may impose a penalty of 1% of total cost. Further, any loss/damage sustained to the Registry's UPSs will be recovered from the successful tenderer.
31. 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.
32. In case of default of any conditions stated hereinabove by the successful tenderer during the period of their contract, the performance security deposit shall stand forfeited without any further notice or opportunity.

E. SUBMISSION OF TENDER

Interested parties may send their sealed tenders in two separate envelopes containing **(a) Earnest Money for “Rate Contract of UPS Batteries” (b) Tender Document for “Rate Contract of UPS Batteries”** respectively addressed by name to the undersigned, or may be handed over personally to Registry’s Reception Counter No. 17/26 near Public Relation Office on or before **06.11.2020 (Friday) 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 authorized representatives who may wish to remain present. The tenders received after due date and/or time and/or without Earnest Money will not be entertained. In the first instance, envelopes containing Earnest Money will be opened. Thereafter, envelopes containing tender documents will be opened.

Sd/-

(Anil Kumar Sharma)
Additional Registrar(AM)
15 -10-2020

Encls : Annexures- A, B & C

Note : The Registry will remain closed from 19.10.2020 to 24.10.2020 for Dussehra Holidays.

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

F.No.33/UPS/20/SCI(AM)

NOTICE INVITING TENDERS FOR RATE CONTRACT FOR UPS BATTERIES OF DIFFERENT SPECIFICATIONS FOR 2 YEARS (TO BE FILLED BY THE TENDERER)

1. Name of the firm & Address :
2. GST No. (copy to be enclosed) :
3. Name of the contact person with Tel/Mob. Nos. :
4. Fax/Tel/Mobile/email ID :
5. Details of previous experience :
6. **Rates to be quoted for UPS Batteries** :

Sl. No.	Description of UPS	Types of Batteries required	Rate per unit for UPS Batteries (under buy-back) with installation)	Brand/Make of UPS Batteries	Guarantee/ Warranty Period of batteries	GST/Tax, if any
1.	20 KVA Online UPS (R S Power make)	100 AH/12V				
2.	15 KVA Online UPS (Maxx make)	65AH/12V				
3.	10 KVA Online UPS (Electronics & Controls 'make')	42AH/12V				
4.	5 KVA Online UPS (Numeric make)	42 AH/12 V				
5.	1 KVA Online UPS (Keptron make) and 600 VA UPS (BPE make)	7AH/12V				
6.	600 VA UPS (Cyber Power make)	4.5 AH/12 V/ RBP0043				

7. All the terms & conditions of NIT are accepted : Yes/No

Signature
Name of the firm

ANNEXURE-B

UNDERTAKING

I/We undertake that (the firm/Partners/Director/Proprietor) 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'

Subject : Undertaking of Authenticity

Sub: Supply of UPS Batteries

- Ref: 1. Your Purchase Order No. _____ dated _____
2. Our Invoice No./Quotation No. _____ dated _____

With reference to UPS Batteries being supplied/quoted to you vide our invoice no./quotation no./order no. dated cited above, We, _____ (name of firm) hereby undertake that all the components/parts/assembly etc. shall be original new components/ parts/ assembly only, from respective OEMs of the products and that no refurbished/duplicate/second hand components/parts/ assembly 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 battery billed, we agree to take back the equipments, 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 equipments as per the content even if there is any defect by our authorised Service Centre/Reseller/SI etc.

Authorised Signatory

Name:

Designation :