

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

No. 33/UPS/18/SCI(AM)
Dated : 3rd July, 2018

Last date of Tender : 25th July, 2018

NOTICE INVITING TENDER
FOR
RATE CONTRACT FOR SUPPLY & INSTALLATION OF
UPS BATTERIES(Exide make) OF DIFFERENT SPECIFICATIONS

Sealed tenders are invited, as per Proforma enclosed herewith as **Annexure-'A'** for **Rate Contract for supply and installation of UPS Batteries(Exide make) of different specifications on requirement basis for a period of two years** as per the specifications mentioned in **Annexure-'A'**. Approx 20 Nos. of 65AH/12V, 20 Nos. of 42AH/12V, 400 Nos. of 7AH/12V and approx 700 Nos. of RBP0043 of '**Exide SMF make**' batteries may be required during the contractual period of 2 years for use in the 15 KVA, 10 KVA, 1 KVA Online UPSs and 500-VA Line-Interactive UPSs respectively for the Supreme Court Registry.

Interested parties may, if so desire, contact Mr. Sanjay Mahajan, Branch Officer, Admn. Material Branch (Tel : 011-23112235, 011-23111483) and can personally visit Reception Counter No. 37 near PRO Office for any clarification before quoting the rates, on on any working day between 10.30 AM to 4.00 P.M(except Saturdays).

A. TENDER

1. 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.37 for issuance of entry pass at the time of opening of tender.

Contd..2/-

2. Two separate sealed envelopes should be used for submitting (i) "Earnest Money(EMD)" for Rate Contract for supply & installation of UPS Batteries and (ii) "Tender document/Financial bid" for Rate Contract for supply & installation of UPS Batteries.
3. The tenderers are expected to examine with all the instructions, Proforma's, terms & conditions and specifications in the tender document. Failing to furnish all informations required by the tender document in every respect will be at the tenderers risk and may result in 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 day will be treated as due date of the tender.

B. TERMS AND CONDITIONS OF THE TENDER

5. The tenderers are required to quote their lowest rate per unit **under buy-back** with 2 years guarantee/warranty for supply & installation of UPS Batteries (Exide make) with discount on bulk purchase, if any, and percentage of GST etc.
6. **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 tenders along with a Demand Draft of Rs.6,000/- (Rupees Six Thousand only) drawn in favour of "The Registrar (Admn.), Supreme Court of India, New Delhi" as Earnest Money, which will be refunded without interest 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. 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 tenderer at any time after it is submitted, appropriate action as deemed fit may be taken against that Tenderer.

Contd..3/-

9. The Registry will deal with the tenderer directly and no middlemen/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/organisation or otherwise.
10. 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.
11. The Registry, in its discretion, reserves the right to reject or accept any or all the tenders, wholly or partly, without assigning any reason therefor.
12. The tenderer shall quote rates both in figures and words.
13. 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.
14. If the successful Tenderer fails to fulfil his obligations, Registry after due notice to the supplier may blacklist the firm and the Performance Security shall be forfeited.
15. The OEM Company may submit a bid either in its own name or through any of the authorized dealer, who has to provide supply/services to the Supreme Court Registry.
16. The tender should accompany an undertaking of Authenticity as per proforma enclosed at **Annexure 'B'**.

C. TERMS & CONDITIONS FOR THE SUCCESSFUL TENDERER

17. The successful tenderer shall have to give performance security deposit of 5% of the total value of tender after adjusting the amount of Rs. 6,000/-(Rupees six Thousand only) already deposited as Earnest Money along with the tender by way of Demand Draft in favour of "The Registrar (Admn.), Supreme Court of India, New Delhi". The performance security deposit will be refunded after two months from the date of successful delivery/installation, and/or payment of their bill and/or expiry of warranty/guarantee period, whichever is later. The Earnest Money deposited along with the tender would be adjusted against the Security Deposit.

18. 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.

19. The delivery & installation of the UPS Batteries are to be done very expeditiously but not later than one week.

20. 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.

D. PENALTIES

21. If delivery is not made in time and the Registry is required to make purchase from outside at higher rates, the loss sustained will be deducted from the Performance Security of the tenderer.

Contd..5/-

22. If the successful tenderer abandons the contract prematurely, or fails to perform his part of contract, the security deposit or any part thereof will also be liable to be forfeited.

23. Irrespective of fact as to whether or not the Registry makes purchases from outside, the Registry may impose penalty upto 1% of total cost per day, if the delay is due to willful latches or negligence of the tenderer and it caused financial loss or inconvenience to the Registry.

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

E. INVITATION OF TENDER

Interested parties may send their sealed tenders in two separate envelopes superscribing - **(i) “Earnest Money(EMD) for Rate Contract for supply & installation of UPS Batteries”** and **(ii) “Tender document/Financial bid for Rate Contract for supply & installation of UPS Batteries”** respectively addressed by name to Mr. Basu Dev Sharma, Additional Registrar(AM), Supreme Court of India, New Delhi or may be handed over personally to Registry’s Reception Counter No. 37 near PRO Officer **on or before 25-07-2018 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 authorised representatives who may wish to remain present. The tenders received after due date and/or time will not be entertained.

Sd/-

(BASU DEV SHARMA)
ADDITIONAL REGISTRAR(AM)
03-07-2018

Encl : ANNEXURE -'A' & 'B'

Supreme Court of India
ADMN. MATERIAL (P&S)

No. 33/UPS/18/SCI(AM)
Dated : 3rd July, 2018

Last date of Tender : 25th July, 2018

TO BE FILLED BY THE TENDERER WITH REFERENCE TO NOTICE
INVITING TENDER FOR RATE CONTRACT FOR SUPPLY & INSTALLATION
OF UPS BATTERIES OF DIFFERENT SPECIFICATIONS.

1. Name of the tenderer with address :

2. Name of the Contact Person with :
Telephone/Mobile Nos.

3. E-mail ID/ Fax No. :

4. Traders Identifications No.(s) :

5. GST Registration No. :
(enclose copies)

6. Details of EMD :

Demand Draft/Pay Order No. and date	Drawn on Bank	Amount (Rs.)

Contd..2/-

7. Details regarding specifications of UPS Batteries :-

Sl. No.	Name of items	Unit Rate (under buy-back) with installation	% of GST, if any	Total Net Rate with tax per unit with installation	Guarantee/ Warranty period
A	65AH/12V UPS Batteries (Exide make) for use in 15 KVA Online UPS (Maxx)				
B	42AH/12V UPS Batteries (Exide make) for use in 10 KVA Online UPS				
C	7AH/12V UPS Batteries (Exide make) for use in 1 KVA Online UPS (Keptron)				
D	Rates for supply & installation of RBP0043, 13.50-13.80V (standby use), 14.40-15.00V (cycle use), Less than 1.50 A (Initial current) UPS Batteries (Exide make) for use in 500-VA 220-240 vac Line-Interactive UPS (Cyber Power make)				

8. Discount, if any :

9. FOR- Supreme Court Registry :

10. Whether Undertaking of authenticity as per Annexure 'B' enclosed duly signed :

11. Whether all the terms & conditions of NIT are acceptable. :

Signature
(Name of firm with stamp)

ANNEXURE 'B'

Subject : Undertaking of authenticity

Sub: Supply of Exide SMF Batteries for Online UPS and RBP0043 Line Interactive UPS

- 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's 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: