SUPREME COURT OF INDIA ADMN- MATERIAL

Last Date for Submission of Tender is 26.07.19 upto 03:00 pm

F. No.1/WCWD/CAMC/19-SCI(AM)

Dated: 04.07.19

NOTICE INVITING TENDER FOR AWARDING COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR WATER COOLERS & WATER DISPENSERS FOR A PERIOD OF TWO YEARS

Sealed tenders are invited, as per Proformas attached herewith, for awarding Comprehensive Annual Maintenance Contract (CAMC) for the following items, provided at the Residential Offices of the Hon'ble The Chief Justice of India, Hon'ble Judges, Supreme Court Guest House (situated within distance of 3-5 Kms. from Supreme Court of India premises) and in the Registry:-

S. No.	Name of the Item	No. of items
01.	Water Coolers (Voltas make)	31
02.	Water Dispensers (Voltas/Altanta make)	50

The tenderers are required to quote their lowest rates for CAMC, repairing/replacement of consumable parts for a period of two years

Interested parties, if so desire, may contact Branch Officer, Admn. Materials (Tel. No. 23111403,23112257 & 23388745) on any working day between 10.30 A.M. to 04.30 P.M. (except Saturday, Sunday and Holiday) for any further information before quoting the rates.

TENDER

1. The tender may be sent in sealed envelopes superscribing (a) 'Earnest Money for awarding CAMC for Water Coolers and Water Dispensers' and (b) 'Tender for CAMC of Water Coolers & Water Dispensers' on the cover of the respective envelope.

- 2. If both the envelopes are kept inside a single envelope, it should be specifically written outside the envelopes.
- 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. 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/she could show the same along with his/her own identity proof to the Reception Officer at Reception Counter No. 42 for issuance of entry pass.
- 4. The tenderer is expected to examine all the instructions, Proforma's 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 the rejection of 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 by the Government of India then next working day of the Registry will be treated as due date of the tender.

TERMS AND CONDITIONS OF TENDER

- 6. The tenderer is required to quote their lowest rates with GST percentage for CAMC, repair/maintenance of Water Coolers and Water Dispensers. The rates should be valid for two years from the date of approval by the Competent Authority.
- 7. The tenderer is required to send their tenders along with Demand Draft of Rs. 4,200/- (Rupees Four Thousand Two Hundred only) drawn in favour of "The Registrar (Admn), Supreme Court of India", payable at New Delhi as Earnest Money Deposit (EMD), by writing the name of the firm, telephone number and name of the item on the reverse side of the Demand Draft. If EMD is exempted, Certificate has to be submitted alongwith the tender document.

- 8. Earnest Money Deposit of tenderers would be returned by way of RTGS/NEFT or cheque after the contract has been finally awarded to the successful tenders. A copy of cancel cheque is required to facilitate refund of EMD amount.
- 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 at any time after it is submitted, appropriate action may be taken which may include confiscation of EMD or/and also debarring the tenderer for furture participation.
- 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.
- 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, in its discretion, reserved 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, partly or completely, at any time without assigning any reason thereof.
- 13. The tenderer shall quote the rate both in figures and in words with blue/black ball pen.
- 14. All the pages of quotation including the documents submitted therein must be duly numbered, signed and stamped failing which the offer shall be liable for rejection.
- 15. It is not binding to accept the lowest tender.
- 16. The tenderer should submit proof of his domicile in Delhi-NCR along with address of the office.

- 17. The Tenders shall give an undertaking (as per annexure -'B') that the Firm/Partners/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.
- 18. Each tenderer has to certify that all the terms and conditions are acceptable to him. The EMD shall stand forfeited in case of breach of any of the condition.
- 19. During the subsistence of contract, in case of breach of any conditions or deficiency in service, the Registry 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.

TERMS AND CONDITIONS FOR SUCCESSFUL TENDERER

- 20. The successful tenderer shall have to give performance security deposit @ of 5% of the total value of tender after adjustment of Rs. 4,200/- deposited towards EMD by way of *Bank Guarantee* within a week from the date of awarding of contract, drawn in favour of "The Registrar (Admn.), Supreme Court of India", New Delhi which will be refunded after two months of the successful completion of the contractual period or payment of the last bill, whichever is later.
- 21. The Tenderers should specifically state whether rates are inclusive of GST (as applicable); if not, it will be deemed that rates are inclusive of GST.
- 22. The payment of the bills will be made only after the satisfactory report received from the concerned official/officer.
- 23. Rates quoted shall include costs of commuting and no separate traveling charges shall be admissible.
- 24. The successful tenderer will have to abide by the terms and conditions as may be fixed from time to time by the Registrar (Admn.), Supreme Court of India, New Delhi.

- 25. The successful tenderer would take up any reported fault within two hours on-site itself even at odd hours & during holidays and shall rectify the fault at the earliest possible. 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 24 hours the firm would provide a standby for the same till the faulty item is repaired. No TA will be given.
- 26. 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 therefor. The decision of the Registry in this regard shall be final and binding on the firm.
- 27. 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.
- 28. Quarterly Maintenance of all the parts/items by the successful tenderer will have to be done.
- 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 will be recovered from the successful tenderer and the decision of the Registry in this regard will be final and unassailable.
- 31. 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 so far.

- 32. The Registry shall have no liability, financial or otherwise, for any harm/damage/injury incurred by the manpower deployed by the tenderer in the course of performing the work in the Registry.
- 33. The tenderer shall provide full details of the persons deputed by him with police verification of the deputed persons having no criminal record.
- 34. 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 and unassailable and binding on the tenderer.

PENALTIES

- 35. Even after awarding of Comprehensive Annual Maintenance Contract to the successful tenderer, the Registry reserves the right to terminate the services at any time, if the same are not found satisfactory in addition to forfeiture of performance security. The loss caused to the Registry, including the expenses incurred on a fresh tender, will be recovered from the successful tenderer.
- 36. 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.
- 37. 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.
- 38. If irrespective of the fact as to whether or not the Registry gets the job done or not from the outside, the Registry may impose penalty of 1% **per day** of the total cost of delayed job or of forfeiting the performance security if the delay is due to wilful laches or negligence on the part of the tenderer irrespective of inconvenience caused to the Registry.

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39. Any loss/damage sustained to the Registry's Water Coolers/Water Dispensers will

be recovered from the successful tenderer.

40. In case of default of any conditions stated in regard to, by the successful tenderer

during the period of their contract, the security deposit shall stand forfeited

without any further notice or opportunity.

INVITATION OF TENDER

Interested parties may send their two separate sealed envelopes (i) 'Earnest

Money' and (ii) 'Tender Documents superscirbing (a) 'Earnest Money for CAMC

in respect of Water Coolers and Water Dispensers' (b) 'Tender Documents for

CAMC in respect of Water Coolers and Water Dispensers' respectively addressed

by name to the undersigned, or may be handed over personally to Registry's

Reception Counter No. 42 near PRO office on or before 26.07.19 upto 3.00 PM

which will be opened at 3:30 PM on the same day by in Supreme Court premises

by a Committee of Officers constituted for the purpose in the presence of the

tenderers or their authorized representatives who wish to remain present there at

that time. The tenders received after due date and/or time or without Earnest

Money Deposit will not be entertained. In the first instance, the envelopes

containing EMD will be opened. Thereafter, the envelope containing tender

documents will be opened.

Encl: Annexures 'A' & 'B'

Sd/-

(Basu Dev Sharma)

Additional Registrar (AM)

ANNEXURE -A

SUPREME COURT OF INDIA ADMN. MATERIALS (P&S) Tilak Marg, New Delhi-110201

F. No.1/WCWD/CAMC/19-SCI(AM)

Dated: 04.07.19

NOTICE INVITING TENDER FOR AWARDING COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR WATER COOLERS & WATER DISPENSERS FOR A PERIOD OF TWO YEARS

1.	Name of the tenderer with Address	:
2.	(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	:
3.	Declaration regarding black listing or otherwise	:
4.	Whether tender document (all pages) duly signed, stamped and legible	:
5.	Any other information document, please specify	:
6.	Details of important clients with Contact Number.	÷

7. Rates regarding CAMC

: As per details tabulated below

A. WATER COOLER					
S. No.	Description of the Item	Rates per unit (Excluded GST)	Remarks		
01	CAMC per unit per annum				
02	Denting/Welding/Paining of Angle stand, Base Angle stand and Fan Motor Angle Stand & Fan Motor Angle Stand welding				
03	Water Cooler Body Paining				
04	Rates of parts not covered under CAMC				

B. WATER DISPENSERS						
S. No.	Description of the Item	Rates per unit (Excluded GST)	Remarks			
01	CAMC per unit per annum					
	Rates of parts not covered under CAMC					
02						

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

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

ANNEXURE- 'B'

UNDERTAKING

I/We undertak	te that	at (Na	ame of the P	roprietor/ Firm/	Company)	has not been
blacklisted/banned	by	any	Government	Department/Pub	lic Sector	undertaking/
Autonomous Body.						

Signature of the authorised signatory of the Firm/Company/ Organisation/Official Samp/Seal

Date:

Place: