

SUPREME COURT OF INDIA
ADMN. MATERIAL

**Last date for submission of tender
is 27.08.2019 upto 3:00 P.M.**

**F.No.23/Commercial Purifier/19/SCI(AM)
Dated: 05.08.2019**

NOTICE INVITING TENDER FOR
AWARDING OF COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR
EIGHT COMMERCIAL PURIFIERS WITH REFRIGERATION PLANTS INSTALLED
IN THE REGISTRY AND LAWYERS CHAMBERS FOR A PERIOD OF TWO YEARS

Sealed tenders are invited, **as per the Proformas** for awarding Comprehensive Annual Maintenance Contract (CAMC) for eight Commercial Purifiers with Refrigeration Plants installed in the Registry and the Lawyers Chambers. The diagram showing the flow chart of 1200 LPH Commercial Purifiers and Refrigeration system is attached herewith at **Annexure-'C'**. The tenderers are required to quote their lowest rates for repairing and maintenance of Commercial Purifier with Refrigeration Plants for a period of two (2) 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.

A. TENDER

1. The tender may be sent in sealed envelopes superscribing (a) **'Earnest Money for awarding CAMC for Commercial Purifier with Refrigeration Plants'** and (b) **'Tender for awarding CAMC for Commercial Purifier with Refrigeration Plants'** 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.

B. TERMS AND CONDITIONS OF TENDER

6. The tenderer is required to quote their lowest rates with GST percentage for CAMC and change of consumables of Commercial Purifier with Refrigeration Plants. 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. 31,000/- (Rupees Thirty One Thousand 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 future 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 Tenderer 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.

C. TERMS AND CONDITIONS OF THE SUCCESSFUL TENDERER

20. The successful tenderer shall have to give performance security deposit @ 10% of the total value of tender 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 returned 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 work site 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 have been got verified by the Police Authorities & 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. Neither the successful tenderer nor his workers shall have any claim on this Registry for right of employment, compensation or financial/non-financial assistance on this account.
33. 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.
34. At least one skilled technician shall be made available by the firm and he will be required to report for work to the Branch Officer, Admn. Material(P&S) on all working days from 9:00 a.m. to 6:00 p.m.
35. The Successful tenderer shall ensure that the personnel so deployed should maintain due decorum as well as prohibit its personnel on duty from smoking or lighting fire within the premises where they are deployed and also restrain them from collaborating or mixing up with any outside element or with the worker/staff of the Advocates, etc.
36. **The Successful tenderer is required to carry out testing of water at the inlet connecting to the system of purification and of the filter drinking water in the Supreme Court Premises and Lawyers Chambers buildings and furnish the reports from Government/Government approved testing laboratory on quarterly basis.**
37. **A log book each for all the eight water purification plants will be maintained by this registry recording all the events on fortnightly basis which will be signed by Engineer of Service Provider also.**

D. PENALTIES

38. 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.
39. 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.
40. 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.
41. 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** subject to maximum of 10% of the total cost, for delayed job. If the delay is due to wilful laches or negligence on the part of the tenderer irrespective of inconvenience caused to the Registry.
42. Any loss/damage sustained to the Commercial Water Purifiers will be recovered from the successful tenderer.

E. INVITATION OF TENDER

Interested parties may send their tenders in two sealed envelopes containing (i) Earnest Money and (ii) Tender Documents superscribing (a) "Earnest Money for CAMC of Commercial Purifier with Refrigeration Plants" and (b) "Tender Documents for CAMC of Commercial Purifier with Refrigeration Plants" 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 27.08.2019 upto 3.00 PM** which will be opened at 3:30 PM on the same day 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' and

'C' (Diagram of the Commercial Purifier Plant showing the flow chart)

Sd/-
(Basu Dev Sharma)
Additional Registrar (AM)

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

F.No.23/Commercial Purifier/19/SCI(AM)
Dated: 05.08.2019

(To be filled by the Tenderers with reference to Notice Inviting Tender for CAMC towards Commercial Purifiers with Refrigeration Plants for the 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 as below;

a) Rate (per water plant per annum) :

b) Rates of consumables parts not covered under CAMC:

8. Name and Mobile Number of the qualified Engineer (s) to be deputed on permanent basis :

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

Dated:

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

UNDERTAKING

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

Signature of the authorized
signatory of the Firm/Company/
Organization/Official Stamp/Seal

Date:

Place:

Annexure C

1200 LPH Commercial Purifier & Refrigerator system

