

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

F.No. 33/Monkey Scarers/2021-22/SCI(AM)

Dated : 03rd March, 2022

Due date : 24th March, 2022

Last date for submission of Tender : 24th March, 2022 upto 3.00 p.m.
at Reception Counter No. 17 (R & I)
For any query, please contact at Reception Counter No. 41

NOTICE INVITING TENDER FROM HOUSEKEEPING AGENCIES
FOR ENGAGING/HIRING THE SERVICES FOR PROVIDING THE MANPOWER
FOR MONKEY SCARERS AS AND WHEN REQUIRED BASIS AT THE
RESIDENTIAL BUNGALOWS OF HON'BLE JUDGES OF THE SUPREME COURT
OF INDIA INCLUDING GUEST HOUSE INITIALLY FOR A PERIOD OF SIX
MONTHS

Sealed tenders are invited from the reputed '**Housekeeping Agencies**' of Delhi and NCR for engaging/hiring the services '**for providing the manpower for Monkey Scarers at the Residential Bungalows of Hon'ble Judges of the Supreme Court of India including Guest House initially for a period of six months on as and when required basis**' as per Proforma enclosed herewith as **Annexure-'A'**. Approx. numbers of Bungalows are 35 to 40 situated within radius of 3 to 4 Kilometres from Supreme Court of India and monkey scarers will be deployed as per the requirements or as and when required. The contract may be extended for a further period if the services are found to be satisfactory and as per requirements.

Interested parties, if so desire, may contact Branch Officer, Admn. Materials on Telephone No. 011-23115864 or personally visit at the Registry's Reception Counter No. 41 near PRO Office for any clarification before quoting the rates on any working day between 10.30 AM and 4.00 PM (except on Saturdays, Sundays and Holidays).

A. TENDER

1. The tenderers are required to quote their lowest/best rates in the enclosed Proforma at **Annexure - 'A'**. Tenders once submitted shall not be allowed to be withdrawn till finalization of the matter.
2. Tender may be sent in two separate sealed envelopes Containing and superscribing **(a) "Earnest Money Deposit (EMD) for providing the services for monkey scarers"** and **(b) "Tender Document & Financial bid" for providing the services for monkey scarers** on the cover of the respective envelopes.

3. If both the envelopes are kept inside in a single envelope, it should be specifically written outside the envelopes. Every page must be signed and stamped by the authorized official of the quoting firm, failing which it is liable to be rejected.
4. The tender may be sent by post sufficiently early so as to reach the Registry within time at Reception Counter No. 17. If tender is sent through special Messenger, an Authority Letter from the tenderer with proof of his/her identity should also be given to the said Messenger.
5. The tenderers are 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 every respect will be at the tenderer's risk and may result in rejection of the tender.
6. 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 is declared as a holiday by the Government of India, then the next working day shall be treated as due date for submission of the tender.

B. TERMS AND CONDITIONS OF TENDER

7. The tenderers are required to quote their lowest rate per unit as per the following time slot mentioning rates of all inclusive in **Annexure-‘A’** enclosed herewith and the rates should be valid for a minimum period of one year from the award of the contract. The tenderer shall not be entitled during the contractual period to revoke or change the quoted rate or to vary the terms & conditions of tender or any terms thereof.

Time Slot
8 hrs x 30 days
12 hrs x 30 days
24 hrs x 30 days

8. The tenderers are required to send their tenders along with a **Demand Draft of Rs. 10,000/- (Rupees Ten Thousand only) drawn in favour of “The Registrar (Admn.), Supreme Court of India, New Delhi” as Earnest Money Deposit (EMD)**, (Name of the firm, telephone number and name of item may be written on the reverse side of the Demand Draft).
9. If Tenderers having valid NSIC or MSME certificates shall be exempted from depositing EMD. However, the same must be furnished along with tender in sealed envelope for EMD
10. 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 will be taken *which may include confiscation of EMD/Performance Security or/and also debarring the tenderer for future participation.*
11. The Registry will deal with the tenderer directly and no middlemen/Commission agents etc. should be asked by the tenderer to represent the cause and they will not be entertained by the Registry.
12. Over-writing /over-typing or erasing of the figures which render it doubtful or ambiguous of the tender are not allowed and shall render the tender invalid.
13. 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.
14. The tenderer shall quote rates both in figures and words with blue/black ball pen.
15. All the pages of quotation including the documents submitted therewith must be duly *numbered*, signed and stamped failing which the offer shall be liable for rejection.
16. It is not binding on the part of the Registry to accept the lowest tender.
17. The tenderer should submit proof of his domicile in Delhi-NCR along with address of the office.

18. The tenderer should have possessed minimum three years experience of similar work in any reputed organization including Government Offices.
19. Each tenderer has to certify that all the terms and conditions are acceptable to him. The *EMD/Performance Security* shall stand forfeited in case of breach of any of the conditions.
20. During the subsistence of contract in case of breach of any conditions or deficiency in service, the Registry has 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.
21. 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 blacklisted/banned/terminated on the account of poor performance.
22. The tenderer shall comply with all relevant and existing Labour Legislation and Acts such as Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, Wild Life (Protection) Act, 1972, Workmen's Compensation Act, Payment of Wages Act, Provident Fund, ESI Act etc. as applicable or framed by the Government of NCT of Delhi or Government of India, or any other Statutory Authority. For any breach or lapse on the part of tenderer in respect of non compliance of any labour legislation in force during the validity of the Contract, the tenderer would be fully responsible and would indemnify the Registry, in case the Registry is held liable for the lapse on the part of the tenderer. The tenderer must submit an Undertaking towards compliance of all Labour Laws (**Annexure-C**).

C. TERMS & CONDITIONS OF THE SUCCESSFUL TENDERER

23. The successful tenderer shall have to deposit **Performance Security @ 3% of the total amount of the contract or Rs.40,000/- (Rupees Forty Thousand Only) whichever is higher** by way of Bank Guarantee drawn in favour of "The Registrar (Admn.), Supreme Court of India, New Delhi." The Bank Guarantee will be released after two months of successful completion of the Contract or payment of the last bill, whichever occurs later.

24. The services of the monkey scarers will be provided on actual demand basis, at the Residential Bungalows of Hon'ble Judges including Guest House. The monkey scarers so deputed shall work under the direct control and supervision of DR/AR-cum-PS to Hon'ble Judges. The timing of deployment of monkey scarers/person may differ from Bungalow to Bungalow and as per requirement.
25. Payment will be made to the contractor on monthly basis as per the approved rates, on receipt of Attendance Report & Satisfactory Report from the respective Bungalows of Hon'ble Judges and, on submission of proper bill by 1st of every month, subject to statutory deduction as per prevailing rates.
26. Contractor shall be responsible for making payment on wages & benefits to the persons engaged by him as per rates fixed by Government of NCT of Delhi under Minimum Wages Act and the wages/salary shall be credited in the Bank Account of the employees. The contractor shall also provide statement to the Registry of the Supreme Court of India regarding payments to employees as and when called for.
27. The employees so engaged by the Contractor shall have police verification from the concerned Police Station and record be maintained to this effect and which shall be verified from time to time.
28. The Contractor shall submit to this Registry the documentary evidences of payments/deposits to appropriate Government/individual as applicable in respect of statutory requirements as and when asked for.
29. The Contractor will not sublet this contract. If he/she commits breach of this contract, the Registry will have power to forfeit his/her security amount and terminate the contract and the contractor will have no claim for any compensation for any loss that may accrue to him/her.
30. The period of contract is initially for a period of six months from the date of award of the contract. The contract may be extended for further period if the services are found to be satisfactory and as per requirements.
31. The contractor shall be responsible for any claim of damages whatsoever that may arise due to any accident and consequent injury to any one and no responsibility or liability shall rest on the Registry. No compensation on any account shall be allowed to the contractor.
32. All the conditions mentioned in the Notice Inviting Tender will be binding on the contractor.

33. In case of breach of any terms and conditions of the contract by the contractor, the Registry shall be entitled to forfeit the Performance Security so deposited by the contractor.
34. The Contractor shall abide by all the terms and conditions of the contract. In case the tender is accepted and the contractor refuses or is not willing to execute the order or commits breach of any terms and condition of the contract, the Registry shall not only forfeit part or whole of the Performance Security but shall have the option to get the work done from another contractor at the risk and cost of the original contractor.
35. The Registry shall be at liberty to terminate the contract without any notice to him/her if the work is found to be unsatisfactory and the contractor shall have no claim for compensation for any loss that he/she may suffer on this account.
36. The successful tenderer will have to abide by the terms and conditions as may be fixed from time to time by the Registry.

D. INVITATION OF TENDER

Interested parties may send their Tenders in two sealed envelopes superscribing (a) “Earnest Money for providing the services for Monkey Scarers” and (b) “Tender documents & Financial Bid for providing the services for Monkey Scarers” addressed by name to the undersigned so as to reach on or before **24th March, 2022 up to 3:00 P.M. which will be opened on the same day at 3:30 P.M.** in the Registry by a Committee of Officers in the presence of the tenderers or their authorized representatives who may 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, envelopes containing Earnest Money may be opened.

Encls : Annexures – ‘A’ to ‘C’

S/d-
(Anil Kumar Sharma)
Additional Registrar (AM)

Note : The Supreme Court Registry will remain closed from 17th March to 19th March, 2022 on account of Holi Holidays.

Supreme Court of India
Admn. Materials (P & S)

ANNEXURE-'A'

F.No. 33/Monkey Scarers/2021-22/SCI(AM)

Dated : 03rd March, 2022

NOTICE INVITING TENDER FROM HOUSEKEEPING AGENCIES
FOR ENGAGING/HIRING THE SERVICES FOR PROVIDING THE MANPOWER FOR
MONKEY SCARERS AS AND WHEN REQUIRED BASIS AT THE RESIDENTIAL
BUNGALOWS OF HON'BLE JUDGES OF THE SUPREME COURT OF INDIA INCLUDING
GUEST HOUSE INITIALLY FOR A PERIOD OF SIX MONTHS

(Proforma to be filled by the Tenderer)

1. Name of the Tenderer: _____
with Delhi Address _____
2. Name of the Contact Person
with Telephone/Mobile No./
Fax No./E-Mail ID : _____
3. PAN No. : _____ (Attach Proof)
4. GST Registration No. : _____ (Attach Proof)
5. Bank details for refund of EMD: _____
6. Whether all the terms & conditions
of NIT are acceptable : Yes/No : _____
7. Name & address of the Govt. Offices etc. _____
of which the tenderer is having the contract
with name of contact person and _____
his telephone/mobile number: _____
8. Details of previous experience
in the field & infrastructure of the Company: _____

9. Rates :

Sl. No.	Time Slot	Rates per unit/per person (all inclusive)		Remarks, if any
		Per Day	For 30 Days	
a)	For 8 hrs x 30			
b)	For 12 hrs x 30			
c)	For 24 hrs x 30			

Dated:

Place:

Signature

(Name of firm with stamp)

Supreme Court of India
Admn. Materials (P & S)

ANNEXURE-'B'

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Dated : 03rd March, 2022

UNDERTAKING

I/We undertake that (name of the company) 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 :

Supreme Court of India
Admn. Materials (P & S)

ANNEXURE-'C'

F.No. 33/Monkey Scarers/2021-22/SCI(AM)

Dated : 03rd March, 2022

UNDERTAKING

I/We undertake that (name of the company) _____
comply with all the Labour Laws.

I/We further undertake that (name of company) _____
comply with Minimum Wages Act, PF/ESI Act/Statutory obligations. Etc.

Signature of the authorised/
signatory of the firm/company
organization/official stamp/seal

Dated :

Place :