

SUPREME COURT OF INDIA  
ADMN. MATERIAL (P&S)  
***Tilak Marg, New Delhi-110001***

F.No.Swimming Pool/17/SCI (AM)  
Dated: 15<sup>th</sup> February, 2020

**Last date: 6<sup>th</sup> March, 2020**

**NOTICE INVITING TENDER**  
**FOR**  
**AWARDING OF CONTRACT FOR MAINTENANCE & UPKEEP OF**  
**SWIMMING POOL AT THE SUPREME COURT TRANSIT HOME-CUM-**  
**GUEST HOUSE**

Sealed Tenders are invited, on the Proformas attached herewith as **Annexures-'A' and 'B'** for entering into contract for maintenance and upkeep of Swimming Pool at Supreme Court Transit Home-cum-Guest House located at 34, Prithviraj Road, New Delhi.

Interested parties may see the aforesaid location by contacting Caretaker/Branch Officer (AM), Supreme Court Transit Home-cum-Guest House, 34, Prithviraj Road, New Delhi, (Tel.: 011-23012655) on any working day between 10:30 A.M. to 4:00 P.M. (except Saturdays).

**A. TENDER**

1. Two separate sealed envelopes should be used for submitting (I)Tender document and (II) Earnest Money superscribing on the respective envelopes (a) "Tender for awarding the contract of maintenance and upkeep of Swimming Pool" and (b)"Earnest Money for awarding the contract of maintenance and upkeep of Swimming Pool".
2. The tender may be sent by post sufficiently early so as to reach the Registry within the stipulated date and time, or may be delivered to the undersigned and if 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 alongwith his own identity proof to the Reception Officer at Reception Counter No.42.

3. No Earnest Money shall be required from the Tenderers whose names are included in NSIC list or registered in NSIC/Small Scale Industrial Unit but the tenderer is required to submit the photocopy of valid certificate alongwith the tender in place of earnest money.
4. The tenderer is expected to read all the instructions, Proformas, terms & conditions and specifications in the bidding documents. Failing to furnish all information required by the bidding document in every respect will be at the bidder's risk and may result in the rejection of the bid.
5. The bid 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.
6. Rates quoted in the tender will remain unchanged during the contractual period. Under no circumstances rate revision will be allowed.

#### **B. TERMS AND CONDITIONS OF TENDER**

7. The tenderers are required to quote their lowest rates, GST (with percentage) discounts and details (inclusive of labour).
8. The tenderers are required to send their tender along with **Demand Draft of Rs.4000/- (Rupees four thousand only), drawn in favour of "The Registrar (Admn.) Supreme Court of India" payable at New Delhi as Earnest Money**, by writing the name of the firm and telephone number on the reverse side of the Demand Draft. No Interest will be payable on EMD. If EMD is exempted, Certificate has to be submitted alongwith the tender documents.

9. 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.
10. The rates should be valid for 60 days from the date of opening of tender.
11. It is made clear that if the services rendered by the firm are not found satisfactory at any time during the period of contract, the contract is liable to be cancelled without any notice subject to the terms and conditions of the tender.
12. Rates for maintenance **with material, labour and cartage charges** are required to be submitted in the format as per Annexure-'A' and 'B'. The rates shall remain in force for the entire period of contract unless it is terminated.
13. Hypothetical or conditional Tenderers 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.
14. Over-writing/over-typing or erasing of the figures which render it doubtful or ambiguous are not allowed and shall render the tender invalid.
15. 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. The tender form is not transferable and agency shall not be permitted to transfer their rights and obligations to any other person/organization or otherwise.

16. The tenderer shall give an undertaking (as per **Annexure-'B'**) that the firm/partners/Director/Proprietor has not been blacklisted and its business dealings with Central/State Government/Public Sector Units/Autonomous bodies have not been banned/terminated on the account of poor performance.
17. The Registry in its discretion, reserves the right to reject or accept any or all the tenders, partly or completely, at any time without assigning any reason therefor.
18. 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.
19. It is not binding to accept the lowest tender.
20. Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited.
21. The tenderer should submit proof of his domicile in Delhi city along with address of the office.
22. The tenderer should have a well established workshop & possess minimum three years experience including in the Government Offices.

### **C. TERMS AND CONDITIONS FOR SUCCESSFUL TENDERER**

23. The Successful tenderer will have to deposit **Performance Security amount of Rs.20,000/-(Rupees Twenty Thousand only), for the contract by way of Bank Guarantee drawn in favour of "The Registrar (Admn.), Supreme Court of India, New Delhi, which will be refunded after two months of successful completion of**

**the contractual period or payment of the last bill, whichever occurs later.**

24. The rates should be valid for contract period from the date of approval of rates. Rates quoted shall include costs of commuting and no separate travelling charges shall be admissible.
25. The successful tenderer will have to abide by the terms and conditions as may be fixed from time to time by the Registrar, Supreme Court of India, New Delhi.
26. The successful tenderer shall be required to maintain the swimming pool as per the following guidelines which are listed below : -
- (i) To operate the filter daily
  - (ii) one person shall be deputed for maintenance of swimming pool on all days from 6:00 am to 8:00 pm. He will be required to report for work to the Caretaker/Branch Officer, Supreme Court Guest House, 34, Prithviraj Road, New Delhi.
  - (iii) One experienced and qualified life guard shall also be deputed on all days from 6:00 am to 8:00 pm.
  - (iv) To obtain and keep water testing analysis report every month from Govt. Approved authorized Lab.
  - (v) To keep safety equipments viz. First Aid Box, Breathing equipment, Oxygen Cylinder, Life Belt, Stretcher, Blanket, Artificial Respirator and Long Bamboo Stick.
  - (vi) To operate and manage the swimming pool with pool operator and labour.
  - (vii) To clean the overflow channel on alternate days or as required.
  - (viii) To suction sweep the pool daily.
  - (ix) to check the pool chemistry and maintain pH and chlorine levels in pool. This would include dosing of chemicals into the pool

(x) To backwash, clean pre-filter and maintain mechanical equipment.

(xi) to keep the water levels upto required mark.

(xii) to maintain Log book of all the observations, water MSDS Report in respect of TDS, Chlorine, Alkalinity, Calcium Hardness, pH level, etc. for keeping the concerned updated regularly.

(xiii) to keep the pool chlorine, Alum, pH enhancer, brush, cloth, etc. as per the requirement.

(a) Chlorine-TCC 90 Granual (Japan)

(b)Alum, Hcl, Copper Sulfate as per standard measures.

27. If the work is found unsatisfactory, or the visit of skilled worker to the office is not regular, the contract can 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.
28. Any loss or damage caused 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.
29. The Registry shall have no liability, financial or otherwise, for any harm/damage/injury incurred by the manpower deployed by the contractor in the course of performing of work of this Registry. Neither the Contractor nor his workers shall have any claim on this Registry for compensation or financial assistance on this account.
30. The firm/contractor shall be responsible for any injury or accident to the person deployed by them.
31. The tenderer shall provide full details of the person deployed for the job. Police verification of the deputed person with no criminal record and with ID proof shall also be carried out by the contractor.

32. The work executed by the firm should be to the satisfaction of the concerned officer where work was 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.
33. Payment of the work done shall be made on bill basis generally within 15 days from the date of the presentation of proper bill with satisfactory reports from the concerned officer/official.

#### **D. PENALTIES**

34. In case the successful bidder backs out and/or fails to take up the job, under the contract, the Performance Security will be forfeited by the Competent Authority.
35. Irrespective of the fact whether the Registry gets the job done or not from the open market, a penalty upto 1% per week for value of delayed job may be deducted from the Bill in respect of the jobs which are not done within the stipulated period, if the delay is attributable to the wilful laches of the tenderer.
36. Even after awarding the said contract, the Registry reserves the right to terminate the same, if the services of the Contractor are not found satisfactory and to entrust the work to another, and to recover from the Contractor, the loss if any, sustained to the Supreme Court.
37. If the work is not done by the Contractor within stipulated period and the Registry is forced to get it done at higher rates, the difference will be deducted from the bill/Performance Security.
38. If at any stage, it is found that the performance, quality of work and material is not satisfactory, the contract will be liable to be terminated without any notice and the performance security shall be forfeited.

39. The successful tenderer will be obliged to attend to the work as per the requirement and the Performance Security shall stand forfeited in case of breach of any of the conditions mentioned herein and if the services of the contractor are found unsatisfactory.

### **E. INVITATION OF TENDER**

Interested parties may send their Tenders in two separate sealed envelopes containing (i) Tender Document and (ii) Earnest Money superscribing on the respective envelopes (a) "Tender for awarding the contract of maintenance and upkeep of Swimming Pool." (b) "Earnest Money for awarding the contract of maintenance and upkeep of Swimming Pool", addressed by name to the undersigned as to reach on or before **6<sup>th</sup> March, 2020** 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 of the Registry 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 and/or without earnest money will not be entertained. In the first instance, envelopes containing Earnest Money and thereafter, Envelopes containing tender document will be opened.

sd/-

(B.L.N. Achary)  
Additional Registrar (AM)  
15.02.2020

**Encl.: Annexures-'A' and 'B'**



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

F.No.Swimming Pool/2017/SCI (AM)

Dated: 15.02.2020

**Last date: 6<sup>th</sup> March, 2020**

**PROFORMA**

(To be filled in by the tenderers with reference to Notice Inviting Tender dated 15.02.2020 for Awarding of Contract for maintenance and upkeep of swimming pool at Supreme Court Transit Home-cum-Guest House at 34, Prithviraj Road, New Delhi, ):

1. Name of the tenderer with address :
2. Name of the contact person with Mobile / Fax / Telephone No. (s) :
3. Fax No./E-mail ID :
4. GST No. (with copy) :
5. Pan Card No. (with copy) :
6. Whether all the terms & conditions of the N.I.T. Are agreeable :
7. Details of past experience in the field:
8. Details of important clients with Contact Nos.:

9. Monthly Rate for Maintenance of Swimming Pool

S.No.	Particulars	Monthly Rate
1	Maintenance of Swimming Pool during operational period (i.e. 1 <sup>st</sup> April to 31 <sup>st</sup> October), which include all the services which are mentioned under Clause 26	
2	Maintenance of Swimming Pool during non-operational period (i.e. 1 <sup>st</sup> November to 31 <sup>st</sup> March ) to maintain water level to save the membrane fixed on pool flooring	

10. GST extra (in any) :

Signature with date and  
Rubber Stamp of the tenderer

**UNDERTAKING**

I/We undertake that (name of the company) has not been blacklisted/banned by any Government Department/Public Sector Undertaking/Autonomous Body.

(Signature with rubber stamp)

Date :

Place: