

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

No. 33/UPS/17/SCI(AM)
Dated : 17-02-2017

Last date of Tender : 10 -03-2017

NOTICE INVITING TENDER

RATE CONTRACT FOR PURCHASE & INSTALLATION OF 600 VA UPS
ALONG WITH 05 YEARS ON-SITE COMPREHENSIVE WARRANTY
&
02 YEARS ON BATTERY

Sealed tenders for rate contract are invited from branded and reputed firms / manufacturers / retailers / authorised dealers of 600 VA UPS along with 05 years on-site comprehensive warranty & 02 years on battery **on requirement basis** for a period of **two years** for use in the Registry as well as Residential Offices of the Hon'ble Judges of the Supreme Court of India, as per Proforma enclosed herewith at Annexure "A".

Interested parties, if they so desire, may contact the Branch Officer, Admn. Material (Tel. 011-23112235 / 011-23111483) on any working day between 10.30AM to 4.30 PM except on Saturday up to 12.00 noon for further information regarding the following item before quoting the rates

Items

Desktop / Table Top type 600 VA UPS with 15-20 minutes of backup time

A. TENDER

1. The tender may be sent in three different sealed envelopes superscribed with (a) "Technical bid for supply of UPS", (b) "Financial bid for supply of UPS", and (c) "Earnest Money for supply of UPS" by post sufficiently early so as to reach the Registry or may be delivered to the R&I Branch of the Registry through the Reception Office of the Supreme Court of India within time i.e. **10-03-2017 by 3:00 P.M.** 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.

B. TERMS AND CONDITIONS OF TENDER

2. The tenderers are required to quote their lowest rate per unit for the above mentioned UPS with 5 years on-site comprehensive warranty **(02 years on Battery)** and discount, if any, percentage of VAT, delivery period, DGS&D approved rate, if any, etc.. as per Annexure-'A' enclosed.
3. The rates should be valid for a minimum period of two years from the date of awarding of rate contract.
4. The tenderers are required to send their tenders along with a Demand Draft of **Rs. 5,000/- (Rupees Five Thousand only)** drawn in favour of "The Registrar (Admn.), Supreme Court of India, New Delhi" as Earnest Money by way of Demand Draft (DD) / Bank Guarantee (BG) / or Fixed Deposit Receipt (FDR) which will be refunded without interest to the unsuccessful tenderers on written request or by Speed Post, at the risk of the tenderers. **The name of the Item and the firm should be written on the back side of the Demand Draft.**
- 4A. Tenderers having valid NSIC or MSME certificates shall be exempted from depositing earnest money. However, the same must be furnished along with tender in sealed envelop.
5. 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 may be taken.
6. The Registry will deal with the tenderer directly and no middleman/Commission agents etc. should be asked by the tenderer to represent the cause and they will not be entertained by the Registry.
7. Over-writing / over-typing or erasing of the figures which render it doubtful or ambiguous are not allowed and shall render the tender invalid.



8. The Registry, in its discretion, reserves the right to reject or accept the tenders, partly or completely, at any time without assigning any reason thereof.
9. The OEM Company may submit a bid either in its own name or through any of the authorized dealers, who has to provide supply/services to the Supreme Court.
10. The bids without confirmation of the original equipment manufacturing company regarding authorization to sell the product shall not be considered.
11. The tender should accompany an undertaking of Authenticity as per proforma placed at Annexure 'B' and also submit an authorization certificate of the company.

C. TERMS & CONDITIONS OF THE SUCCESSFUL TENDERER

12. The successful tenderer shall have to deposit performance security of Rs 10,000/- (Rupees Ten Thousand Only) after adjusting the amount of Rs 5,000/- (Rupees Five Thousand Only) already deposited with the tender as earnest money, within one week from the receipt of Purchase Order. The security deposit will be refunded after 60 days from the payment of final bill on their written request and after satisfactory supply / installation of UPS.
13. The items are required to be **supplied and installed within 03 days** on receipt of the Purchase Order and in case the supply & installation is not done within the stipulated time and the Registry is forced to make purchase from outside to meet the urgent demand, the tenderer will have to make payment of the loss caused to the Registry because of the price difference.
14. The items supplied will be inspected by an Inspection Committee of Senior Officers of the Registry and in case the supply is not found in conformity with the approved specifications the same will be liable to be rejected and will be required to be replaced with the supply exactly commensurate with the approved specifications. The decision of the Registry in this regard will be final, unassailable and binding on the supplier.



15. The payment will be made only after the complete supply and installation as per approved specifications without payment of any advance amount, as per the supply orders issued from time to time.

16. The warranty of the product shall be deemed to commence from the date of successful installation of each unit.

17. The tenderer should have sufficient infrastructure and qualified staffs for actual execution of work.

18. The complaint would take up of any reported fault within two hours even at odd hours and during holidays and shall rectify the fault as far as possible, during the 05 year period of on site comprehensive warranty. The repairs would be carried out on-site itself. No TA will be given. 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 6 hours the firm would provide a standby for the same till the faulty item is repaired.

19. The tenderer shall maintain the equipment as per manufacturer's guidelines and shall use only standard/compatible/equivalent components for replacement. The original specification/characteristics/features of the item shall not be changed without prior intimation to the Supreme Court of India.

20. On expiry of the Warranty Period of 5 years, the tenderer will have to handover the items under warranty in perfect working condition to Supreme Court of India failing which it shall be open to Supreme Court to get the items repaired from anywhere at the cost and risk of the tenderer and the expenses incurred by Supreme Court in this regard shall be deducted from the security deposit and outstanding dues, if any, of the tenderer. If the amount of security deposit and/or outstanding bills is found inadequate, the balance amount shall be payable by the tenderer to Supreme Court of India, which shall be entitled to recover it from him. The decision of the Registrar, Supreme Court of India in this regard shall be final and binding upon the tenderer.



D. PENALTIES

21. The items are required to be **supplied and installed within 03 days** on receipt of the Purchase Order and in case the supply & installation is not done within the stipulated time and the Registry is forced to make purchase from outside to meet the urgent demand, the tenderer will have to make payment of the loss caused to the Registry because of the price difference.

22. Irrespective of the fact as to whether or not the Registry gets the material purchased from outside, the Registry may impose penalty of one % of the total cost per week for delayed delivery of the supply, if delay is due to willful laches or negligence of the tenderer and it causes financial loss or inconvenience to the Registry.

23. In case complaints/services are not done within the stipulated time, the Performance Security Deposit may be forfeited along with any other action as may deem appropriate by the Registry. In case the Registry is forced to make expenditure because of delay to meet any exigency, the tenderer will be liable to the loss which the Registry may directly deduct from Bill/Security Deposit. Irrespective of the fact as to whether or not the Registry gets the work/services from outside, The Registry may impose penalty of Rs.100/- per day delayed, if delay is due to willful laches or negligence of the tenderer and it causes financial loss or inconvenience to the Registry.

E.SUBMISSION OF TENDER

Interested parties may send their sealed tenders in three separate envelopes as mentioned above at Clause No. 3. The sealed tenders will be accepted on or before **10th March, 2017 by 3.00 P.M.** at **Counter No.37, Reception East, Office of the Deputy Registrar(Public Relations), Supreme Court of India, Tilak Marg, New Delhi-110001.** Alternatively, the tenders may be sent by post so as to reach before the due date & time.



The Technical Bids only will be opened on the same day i.e. 10-03-2017 at 3.30 PM in the Registry by a Committee of Officers constituted for the purpose before the representatives of the firms, who may wish to remain present at the time of opening the tenders, if they are interested. In the first instance, envelopes containing Earnest Money may be opened and thereafter the envelopes containing Technical Bids will be opened. One representative of each tenderer will be allowed to remain present at the time of opening the sealed tenders. The representative of each tenderer should carry the identity card and letter of authority of the tenderer. The commercial bids shall be opened on subsequent date that will be announced later, of those tenderers whose technical offers are found proper and who qualify for contract. The tenders received after due date and/or *time* and/or without Earnest Money will not be entertained.


(BASU DEV SHARMA)
ADDITIONAL REGISTRAR(AM)
17-02-2017

Encl: ANNEXURE 'A', 'B' 'C' & 'D'

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

No. 33/UPS/17/SCI(AM)
Dated : 17- 02-2017

**PROFORMA TO BE FILLED BY THE TENDERER WITH REFERENCE RATE CONTRACT
FOR PURCHASE & INSTALLATION OF 600 VA UPS ALONG WITH 05 YEARS ON-SITE
COMPREHENSIVE WARRANTY
&
02 YEARS ON BATTERY**

1. Name of the Firm : _____
2. Address with Tel. No. & Fax No. : _____
3. Trader Identification No. : _____
3. Name of the Contact Person with: _____
Telephone/Mobile No./E-mail ID
4. Rates for each UPS :

Items	Make & Model as per specification given in the NIT	Price per unit(Rs.) with 5 years on-site comprehensive warranty	% of Tax/VAT if any	Total net price per unit
600 VA UPS				

5. Whether all the terms & conditions of NIT are acceptable : Yes/No : _____
6. Discount, if any : _____
7. Part which are not included during the warranty period of 05 years : _____
8. FOR : Supreme Court Registry : _____

Place :

Date :

Signature
(Name of firm with stamp)

ANNEXURE 'B'

Subject : Undertaking of authenticity for Desktops/Laptops/Printers and UPS Suppliers

Sub: Supply of IT Hardware/Software – Desktops/Laptops/Printers and UPS

- Ref: 1. Your Purchase Order No _____ dated _____
- 2. Our Invoice No./Quotation No. _____ dated _____

With reference to the (UPS) being supplied/quoted to you vide our invoice no./quotation no./order no. cited above, _____ We hereby undertake that all the UPS shall be original new items only, from OEM of the products and that no refurbished/duplicate/second hand components/parts/ assembly/software 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' 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 IT Hardware/Software already billed, we agree to take back the Desktops/Laptops/Printers and UPS without demur, 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 both Parts & Servers SLA as per the content even if there is any defect by our authorized Service Centre/Reseller/SI etc.

Authorized Signatory

Name:

Designation:

Place :

Date :

SPECIFICATION / CONFIGURATION OF UPS For 600 VA UPS

Sr. No.	Technical Parameter	Specification
1	Output Power Capacity	600 VA
2	Output Voltage	230 V
3	Output Voltage Distortion	Less than 5%
4	Output Frequency	50/60 Hz +/- 5%
5	Input Frequency	50/60 Hz +/- 10 Hz (auto sensing)
6	Input Voltage	160 V – 280 V
7	Battery Type (Internal)	Sealed Maintenance Free (SMF) Battery
8	Battery Recharging Time	2-8 hours
9	Backup	15-20 minutes with full load
10	Output Transfer Time – No Tripping – Must not trip in switching to / from battery power even in full load	Yes
11	Cold Start Capable	Yes
12	Sleep Mode Charging	Yes
13	Automatic Voltage Regulation	Yes
14	Audio & Visual Alarms	Yes
15	Overload Protection Fuse	Yes
16	Generator Compatible	Yes
17	Output Connections	Three sockets of 3 pin each
18	Inputs Connection	Should be 6A 3 pin I.e including for earthing
19	Surge Protection	Yes
20	Operating Environment	0-40° C

21	Operating Relative Humidity	0-95 %
22	Audible noise at 1 meter from unit	Not more than 35 dB
23	Energy Certification	EnergyStar(EPA) ver. 5.0/BEE India Star ver 1
24	Original Equipment Manufacturer (OEM) Product	OEM Manufacturer or its authorised dealers with OEM Manufacturer Certificate only to bid

Information to be filled in by the bidder

25	Height, Width, Depth and Net Weight	
26	Power Cord Length at least 2 meters	
27	Number of batteries in the UPS	

Note : All of the parameters of given above should be read as 'the same, equivalent or better'

ANNEXURE 'D'

Compliance Sheet to be filed in by the Bidder
(with reference to "Specification / Configuration of UPS" as mentioned in Annexure – 'C'. Please indicate below if the same have been complied with, or else specifically mention the specification / configurations offer by the bidder)

Sr. No.	Technical Parameter	Specification	Complied (Yes) / Not Complied (No)	Remarks
1	Output Power Capacity	600 VA		
2	Output Voltage	230 V		
3	Output Voltage Distortion	Less than 5%		
4	Output Frequency	50/60 Hz +/- 5%		
5	Input Frequency	50/60 Hz +/- 10 Hz (auto sensing)		
6	Input Voltage	160 V – 280 V		
7	Battery Type (Internal)	Sealed Maintenance Free (SMF) Battery		
8	Battery Recharging Time	2-8 hours		
9	Backup	15-20 minutes with full load		
10	Output Transfer Time – No Tripping – Must not trip in switching to / from battery power even in full load	Yes		
11	Cold Start Capable	Yes		
12	Sleep Mode Charging	Yes		
13	Automatic Voltage Regulation	Yes		

14	Audio & Visual Alarms	Yes		
15	Overload Protection Fuse	Yes		
16	Generator Compatible	Yes		
17	Output Connections	Three sockets of 3 pin each		
18	Inputs Connection	Should be 6A 3 pin i.e including for earthing		
19	Surge Protection	Yes		
20	Operating Environment	0-40° C		
21	Operating Relative Humidity	0-95 %		
22	Audible noise at 1 meter from unit	Not more than 35 dB		
23	Energy Certification	EnergyStar(EPA) ver. 5.0/BEE India Star ver 1		
24	Original Equipment Manufacturer (OEM) Product	OEM Manufacturer or its authorised dealers with OEM Manufacturer Certificate only to bid		

Handwritten mark