

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	07-10-2025 16:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	07-10-2025 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Autonomous Body
विभाग का नाम / Department Name	Supreme Court Of India
संगठन का नाम / Organisation Name	Supreme Court Of India
कार्यालय का नाम / Office Name	Tilak Marg New Delhi 110001
कुल मात्रा / Total Quantity	126
वस्तु श्रेणी / Item Category	Online UPS (V2) (Q2) , Stationary Valve Regulated Lead Acid Batteries (V2) as per IS 15549 (Q3)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Exemption for Turnover	Yes Complete
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Exemption for Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Certificate (Requested in ATC), OEM Authorization Certificate *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है / Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या / Minimum number of bids required to disable automatic bid extension	2

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	Online UPS (V2)
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	18727

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Branch Officer(Admn. Materials Branch)
TILAK MARG NEW DELHI 110001, Supreme Court of India, Supreme Court of India, Autonomous Body
(Sanjeev Kumar Sinha)

विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
3. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
4. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.
[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
5. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the

Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

Online UPS (V2) (6 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Generic	Rating in KVA	10.0 KVA
	Switching Technology	IGBT-PWM
	Input Voltage	AC Three phase 300 V - 450V sinewave 50Hz
	Output Voltage	AC Single phase 230V +/-1% 50 Hz
	Warranty for UPS (Years)	3, 4, 5 Or higher
Battery/Backup Bank	Battery/Backup Bank Provided with Online UPS (Hint: In case the UPS is supplied with battery, seller shall ensure compliance to the GST Rates as per recommendations made in the 45th Meeting of GST council dated 17th Sep 2021)	Without Battery
	Type of Battery (hint: NA in case Battery not provided)	NA
	Backup time (Minutes) (hint: NA in case battery not provided)	NA
	Warranty for battery (Years) by Battery Manufacaturer/Brand hint: NA in case battery not provided	1, 2, 3, NA Or higher
Performance / Functional	Inbuilt isolation transformer	With
	Overall Efficiency (%)	>/=90% with Inbuilt isolation transformer

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Overload limit	20% Overload for minimum 10 minute, 20% Overload for minimum 5 minute, 50% Overload for minimum 1 minute, 50% Overload for minimum 3 seconds
Accessories	Accessories	NA
Design / Construction	Type of Design / Construction	Floor Standing

परिषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परिषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Sanjeev Kumar Sinha	110001,SUPREME COURT OF INDIA, TILAK MARG, NEW DELHI-110001	6	30

Stationary Valve Regulated Lead Acid Batteries (V2) As Per IS 15549 (120 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

[* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Generic	Battery voltage (in volt)	6
	Battery capacity (in Ah)	42
Construction	Number of cells per battery	6 Cells for 12 Volt Battery
Warranty and Marking	Warranty (in years)	3 Or higher

परिषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Sanjeev Kumar Sinha	110001,SUPREME COURT OF INDIA, TILAK MARG, NEW DELHI-110001	120	15

Special terms and conditions-Version:1 effective from 06-07-2022 for category Online UPS (V2)

1. In addition to General Terms and Conditions of GeM, the following Special T&C shall be applicable for Online UPS (Version 2.0) with reference to Installation and Commissioning.

Seller's Responsibility: Installation and Commissioning shall involve all the interconnections, any cabling between power source, switch boards within 3 metre range for input power and connecting Output power in the Scope of seller.

Buyer's Responsibility: Buyer will ensure well ventilated/covered site/room having requisite power points/distribution board to provide input power to UPS as well as to take out power from UPS within 3 metre of the location of UPS placement.

The above is not applicable for the stores supplied without installation and commissioning.

Note: The above is indicative and any incidental requirement related to above responsibilities shall also be considered in the responsibilities of Buyer/Seller as applicable.

Special terms and conditions-Version:1 effective from 19-08-2024 for category Stationary Valve Regulated Lead Acid Batteries (V2) as per IS 15549

1. Battery serial number list to be furnished by the seller along with the supply of the battery to the buyer.

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of

bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

SUPREME COURT OF INDIA
ADMN. MATERIAL(M)

F. No.: 10KVA Online UPS/2025

Dated : 16.09.2025

Last date for Submission of Tender: 07th October, 2025 upto 16:00 P.M.

GeM BID NOTICE

FOR AWARDING OF RATE CONTRACT FOR A PERIOD OF ONE YEAR FOR SUPPLY AND INSTALLATION OF 10 KVA ONLINE UPS (with on-site comprehensive company warranty on both UPS and Battery) HAVING AT LEAST ONE HOUR BACKUP

1. Supreme Court of India, an apex Judicial Body under the Constitution of India, intends to procure 10KVA Online UPS (as per GeM category/specifications) for use at Residential Offices of the Hon'ble Judges and, therefore, invites E-bid through GeM Portal from the authorised suppliers/retailers/dealers based in Delhi/NCR region latest by 07th October, 2025 upto 16:00 hrs. It is anticipated to procure 06 (six) units of the UPSs (each UPS containing 20 batteries). The estimated value of the procurement is expected to be approximately Rs. 9,50,000/- during the contract period.

Manual bids shall not be accepted under any circumstances. The offer submitted by fax / e-mail shall not be considered. No correspondence will be entertained in this matter. The tenderers are, therefore, required to quote rates online on GeM Portal only.

2. **DOCUMENTS DOWNLOAD**

2.1 The bids/ tenders are to be submitted online on GeM Portal in strict compliance with the schedule mentioned in the Critical Date Sheet given hereunder:

<u>CRITICAL DATE SHEET</u>		
Stage	Date	Time
Bid/ Tender Document Publishing Date & Time	16.09.2025	15:00 Hrs.
Bid/ Tender Document Download Start Date & Time	16.09.2025	15:30 Hrs.
Bid/ Tender Submission Start Date & Time	16.09.2025	15:30 Hrs.
Bid/ Tender Submission End Date & Time	07.10.2025	16:00 Hrs.
Bid/ Tender Opening Date & Time	07.10.2025	16:30 Hrs.

Note: In case the date of Submission/Opening of tender is declared as a Public Holiday, the tenders will be opened on the next working day at the same time.

2.2 Tender documents are also available on Supreme Court of India website <https://www.sci.gov.in/notice-category/tenders/> (for reference only).

2.3 Not more than one tender shall be submitted by one Bidder or Bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e., when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

2.4 The tenderer shall not tamper/modify the tender form including downloaded price bid template in any manner. In case the same is found to be tampered/modified in any manner, tender will be summarily rejected and EMD would be forfeited and tenderer will also be liable to be banned from doing business with the Registry for a specified period as deemed fit.

2.5 The tenderers are advised to regularly visit GeM Portal and official website of Supreme Court of India i.e. <https://www.sci.gov.in/notice-category/tenders> to keep themselves updated with any change/ modification in the tender which will be intimated through these websites only by corrigendum / addendum/ amendment. **No individual correspondence shall be entertained in this regard.**

2.6 The tenderers are required to quote the competitive rates online for **SUPPLY AND INSTALLATION OF 10 KVA ONLINE UPS (with on-site comprehensive company warranty on both UPS and Battery) HAVING AT LEAST ONE HOUR BACKUP** on GeM Portal as per GeM guidelines. The rates shall be valid for a period of one year from the date of awarding of the contract.

(A) ELIGIBILITY CRITERIA

3. The eligibility criteria for the Prospective Tenderer which need to be complied with the technical bid and will form part of Technical Evaluation is as follows:

- a) The bidder should have Manufacturer's Authorization Form (**MAF**) for supply and installation of the said item.
- b) The tenderer must comply with the latest ISO, BIS, CEA standards, as amended from time to time. Authorization Certificate from the respective OEM, BIS & CEA Certificate should be uploaded along with the bid.
- c) Bidder must have valid GST Registration Certificate. A copy of the same should be enclosed with the Technical-Bid.
- d) Bidder must possess valid PAN Card. A copy of the same should be enclosed with the Technical-Bid.
- e) The Bidder must have an office in Delhi/NCR, to support the services.
- f) The bidders should have experience in providing items/services of these UPS and should have been in existence for the last 3 years.
- g) The Bidder should provide three (03) Work Orders/Contracts from prestigious organisations and One (1) running work contract in providing the above referred items/services of these UPS to any govt organization/PSUs/Autonomous Bodies.

- h) **Satisfactory service certificates or Work Orders** should be produced to support both **points (g) and (h) above**, with details of Contact Person, Telephone No., email etc.

Note: The Tenderer will be evaluated based on meeting the tender criteria viz. submission of EMD/experience/accepting the terms and conditions etc. and shall normally be awarded to the lowest evaluated quotationer whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily.

(B) BID SUBMISSION

4. The bidders/ tenderers are required to submit **Earnest Money Deposit (EMD) i.e. Rs 19,000/- (Rupees Nineteen Thousand Only)** in the form of Demand Draft (DD) drawn in favour of “The Registrar (Admn.), ‘Supreme Court of India’ payable at New Delhi”, in a separate sealed envelope/ cover (superscribing the title of this NIT and EMD). The sealed envelope/cover containing EMD shall be addressed to **Deputy Registrar (AM), Supreme Court of India, New Delhi**, so as to reach Registry’s R&I Counter No. 25 or 26 at Main Building, Supreme Court of India, New Delhi-110001, on or before **Bid Submission End Date**, and a signed/ stamped copy of the same has to be uploaded on GeM Portal.

5. The Tender not accompanied with the EMD is liable to be rejected. However, the bidders seeking EMD exemption, must submit the valid supporting document for the relevant category as per GEM GTC with the bid. Under MSE category, only manufacturers/OEM for the offered goods and service providers are eligible for exemption from EMD. Traders are excluded from the purview of this policy.

PART –I: Technical Bid shall contain the following:

S. No.	<u>Documents To Be Uploaded</u> (All the documents must be sequentially numbered and uploaded in the below mentioned chronological order)
1.	Tender document signed and stamped (This complete document including Terms & Conditions and Other Instructions etc.)
2.	Signed/ Stamped Scanned copy of EMD/ Exemption Certificate, as the case may be
3.	Signed and stamped copy of duly filled <u>Technical Bid Proforma</u> as per format at Annexure ‘A’ (Page Nos. 10-12)
4.	Signed and stamped copy of <u>Undertaking/ Declaration</u> as per format at Annexure ‘B’ (Page No. 11) on the letter head of the bidding firm.
5.	Signed and stamped copy of (MAF) as per format at Annexure ‘C’ of this document on the letter head of the bidding firm, issued by OEM
6.	Signed/ Stamped proof of their domicile in Delhi/NCR along with address of the office
7.	Signed/ Stamped copy of Registration/ Incorporation Certificate of the bidding firm (should have been 3 or more years old)

8.	Signed/ Stamped copy of PAN Number
9.	Signed/ Stamped copy of GST Registration
10.	Signed copy of latest certifications of ISO, BIS, CEA standards
11.	Signed/ Stamped copy of Audited Accounts Statement of annual turnover for last three financial years (i.e., 2022-23, 2023-24, 2024-25)
12.	Signed/ Stamped copies of satisfactory work certificate/work order in support of Satisfactory Work completion from two (02) prestigious Organisations (Government/Public Sector Undertaking)
13.	Signed/ Stamped Work Order/ Proof in support of proof of one (01) running contract with govt. organisation
14.	Signed/ Stamped copy of duly filled Check List of Documents to be uploaded, as per format at Page No. 15.
15.	Signed and stamped copy of Annexure 'D' – Price Fall Clause Certificate
Every page must be signed and stamped by the authorized official of the bidder/tenderer firm, failing which, it is liable to be rejected.	

6. EMD of the unsuccessful bidders/ tenderers would be returned by way of RTGS/NEFT or cheque after the contract has been finally awarded to the successful bidder/ tenderer and no interest will be payable on EMD.

PART –II: Price Bid contain following:

(i) The Price Bid shall contain only schedule of rates duly filled in. NO stipulation, deviation, terms & conditions, presumptions etc. is permissible in price part of the bid. The Registry shall not take any cognizance of any such conditions and may at its discretion reject such price bid.

(ii) Bidders shall submit the tender online on GeM Portal on or before the due date and time of bid submission. Tender submitted by any other form (fax/email/courier/post/hard copy) will be summarily rejected.

(C) GENERAL TERMS & CONDITIONS

12. The bidders/ tenderer must read all the instructions, Proformas' terms & conditions and specifications carefully and ensure compliance with the instructions herein. Failing to furnish all the information as required by the tender document in any respect will be at the bidders'/ tenderers' risk and may result in rejection of the bid/ tender.

13. The bidder/ tenderer should have a registered office/ Branch office in Delhi/NCR and should upload proof of their domicile in Delhi/NCR along with address of the office.

14. The rates quoted online should be inclusive of all Govt. levies etc. and no additional charges transport/ carry charges or any other charges) will be paid by the Supreme Court Registry.

15. Certified translated copies of supporting documents should be uploaded in English, in case of documents available in Regional/ vernacular language.
16. Those Technical bids which are found to be in order i.e. satisfying all the stipulated conditions for these UPS shall be short-listed and financial bids of only such short-listed bidders will be opened as per GeM guidelines. The bidder not fulfilling eligibility conditions of the tender will not be considered under any circumstances.
17. Those online bids/ tenders against which original EMD are received after the Bid/ Tender Submission End Date will be out-rightly rejected. Tenders not accompanied with the EMD/ Exemption certificates, or not fulfilling any other eligibility conditions are liable to be rejected.
18. 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.
19. In case of more than one L1 bid emerging, the bidder will be selected as per GeM guidelines.
20. Registry is not bound to accept the lowest bid/ tender and reserves the right to reject or accept any or all the bids/ tenders, partly or completely, at any time without assigning any reason thereof.
21. 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.
22. The decision of the Registry will be final conclusive and binding on the bidder and the Registry takes no responsibility for any delay whatsoever for submission of tender after the last date and time given in the schedule.
23. In case the successful bidder fails to supply the requisite material within 15 days from the date of issue of work order, the Registry reserves the right to terminate the contract or at its discretion will forfeit the security deposit/EMD furnished by the bidder.
24. The rates should be valid for a **minimum period of 90 days** from the date of opening of tenders. The bidder/ tenderer shall not be entitled during the said period of 90 days to revoke or cancel its bid/ tender or to vary the tender or any terms thereof.
25. The bidders/ tenderers 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.
26. Each tenderer has to certify that all the terms and conditions are acceptable to him. The Earnest Money Deposit shall stand forfeited in case of breach of any of the conditions mentioned herein.

27. Tenderers have to submit Certificate/documents for being authorised manufacturer/distributors/agency/suppliers of reputed brand of these UPS.
28. The Registry reserves the right to seek clarification or verification of any information supplied by the bidder.
29. The vendor will maintain a supply service card and will take the signature of Computer Cell as and when the supply/service is made and the same need to be attached with the bill.
30. Hypothetical or conditional tenders will not be entertained. Tender once submitted shall not be allowed to be withdrawn or altered. In the event of tender being withdrawn / altered, the tenderer may be debarred to participate in the tender process of the Supreme Court of India in future or any other action as deemed fit.
31. Access to the office premises shall be restricted solely to the authorized representatives of the successful bidder. Personnel shall refrain from engaging in any private work within the premises outside of their designated duties.
33. The bidder/tenderer will have to enter into an Service Level Agreement (SLA) for the after-sale service within one week from the date of receipt of Work-Order.
34. The bidder shall be responsible for safeguarding its own material during after-sale service being provided to the Registry, at its own cost. Any damage/spoiling of lift/floor/caused during such act will have to be made good by the agency at his/its own expenditure.
35. The tenderer should provide the name and telephone/mobile number of person, who can be contacted at any time, even beyond office hours and on holidays. The tenderer should be capable to arrange the supply even at short notice.
36. The rates so quoted shall remain effective for a period of one year in the first instance from the date of commencement of the contract. For any breach committed during this period appropriate action shall be taken by the Registry, whose decision shall be final and binding on the party.
37. The contractor shall maintain the quality of the product/services throughout the contract period. The quality of these UPS should be as per approved applicable standard norms. The UPS should be of original brand, and not damaged.
38. All costs associated with materials, equipment, labor, and transportation shall be the exclusive responsibility of the Service Provider.
39. In case the supplies are not found in conformity with the approved specifications and any complaint is received about its quality and performance during the course of their use/utilization, the entire supply will have to be replaced with the good one/quality exactly commensurate with the approved specifications at the cost of the tenderer. The decision of the Registry in this regard shall

be final.

40. The Registry shall have the discretion to withdraw the contract at any time without any notice and without assigning any reason thereof.

41. The acceptance of the supply of goods shall be subject to confirmation of the specifications and its quality by the Inspection Committee constituted for this purpose.

(D) PAYMENT TERMS

42. The payment will be made on bill basis only after full supply is received and accepted as per approved specifications satisfactorily. No part payment or advance payment will be made on receipt of pre-receipted bill/invoice from the successful bidder.

43. The payment of the bills will be made subject to receiving satisfactory reports from Competent Authority (**Computer Cell**).

44. Penalty, if any, shall be deducted from any of the outstanding payment due to the tenderer.

45. Statutory deductions shall be made as per applicable rules.

(E) PERFORMANCE SECURITY DEPOSIT

46. The successful tenderer will also have to deposit performance security deposit equivalent to 3% of the contract value prior to execution of the contract/agreement by way of Bank Guarantee valid for a period of 14 months. This security deposit will be liable to be forfeited in the event of the tenderer's failure to perform as per contract/agreement and if they are not able to provide satisfactory service in time. The Performance Security Deposit shall remain valid for a period of 60 days beyond the Warranty period of the UPSs/batteries.

47. The performance security deposit shall stand forfeited in case of breach of any of the conditions mentioned herein.

(F) PRICE FALL CLAUSE CERTIFICATE

48. Tenderers are required to furnish the PFC (Price Fall Clause) Certificate as per the format given in **Annexure 'D'**.

(G) PENALTIES / LIQUIDATED DAMAGES

49. If the supply is not made in time and the Registry is forced to procure items/services from open market at higher rates, the loss so sustained will be deducted from the Performance Security of the tenderer.

50. In the event that any employee of the successful bidder is found liable for theft, loss, or

damage to office property, the said firm shall be held accountable for any resulting compensation claims.

51. Irrespective of the fact whether the Registry gets the job done from the outside, a penalty of 1% of total cost of delayed job per hour subject to 10% of maximum will be deducted from the bill in respect of the jobs which are not done within the stipulated period. The same will not be charged if the standby arrangement is made during the prolonged repair period.

52. In case of breach of any conditions or unsatisfactory service during the currency of contract, the Registry shall 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 Performance Security of the tenderer.

(H) TRANSFER & SUB-LETTING

53. The firm/bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.

(I) RELATIONSHIP OF PARTIES

54. Since both the parties are independent entities, under no circumstance will the employees of the successful bidder/ tenderer be deemed the employees of the Supreme Court of India Registry. The contract shall, therefore, not grant any authority to the successful bidder/ tenderer to act for Supreme Court of India Registry in any capacity on its behalf.

(J) INTELLECTUAL PROPERTY RIGHTS

55. Supreme Court of India Registry shall be solely entitled to any Intellectual Property Right (IPR) emanating or in any way related to this tender bid/ process. If any infringement to such IPR is observed during the currency of the contract or any time thereafter, suitable legal action may be initiated by the Supreme Court of India Registry.

(K) CONFIDENTIALITY OF CONTRACT

56. The successful bidder/ tenderer shall ensure that the specific terms and conditions of the contract will also be treated as confidential information and that no disclosures will be made in any form without the prior written consent of the Supreme Court of India Registry, except (i) As required by applicable disclosure law; (ii) To accountants, Banks, Financing Sources, lawyers, etc., subject to a duty not to disclose to others or (iii) in connection with the enforcement of this contract.

(L) JURISDICTION

57. Since the contract shall be governed by and interpreted under, the laws of the Republic of India and Courts at Delhi shall have exclusive jurisdiction to try, entertain and decide the matters

arising out of and in relation to the Contract. All disputes and differences are, however, subject to the jurisdiction of the courts situated in Delhi.

(M) ARBITRATION

58. In the event of any dispute or difference or disagreement between the parties in respect of any matter relating to or arising out of the Agreement/ Contract, the parties shall endeavor to resolve amicably any such disagreement or dispute by direct informal negotiation.

59. If the parties fail to resolve such a dispute or difference or disagreement by mutual consultation within twenty eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the Competent Authority.

(N) FORCE MAJEURE

60. In case the successful bidder/ tenderer is unable to fulfil the obligation under the contract owing to Force Majeure situation like war, fire, earthquake, floods, embargoes, act of terrorism etc., which are beyond the control of the parties, the successful bidder/ tenderer shall promptly notify Supreme Court Registry in writing of such condition and cause thereof. Unless otherwise directed by Supreme Court of India Registry in writing, the successful bidder/ tenderer shall continue to perform its obligations under the contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

61. In case of any doubt/clarification, the parties may contact Branch Officer, Admn. Materials (Maintenance) at Telephone no. 011-23115864 before quoting the rates. For entry pass preparation, if required the visitor may login to Suswagatam Portal at <http://suswagatam.sci.gov.in/public/Index.aspx> for making photo entry passes before visiting to the Registry. Name of the Officer – Shri Sanjeev Kumar Sinha, Branch Officer (AM), and only two (02) representative(s) will be allowed for each firm.

sd/-

(Madhu Arora)

Additional Registrar (AM)

Encls: Annexures – ‘A’, ‘B’, ‘C’, ‘D’

Annexure-A

F. No.: 10KVA Online UPS/2025

Dated : **16.09.2025**

Last date for Submission of Tender: **07th October, 2025 upto 16:00 P.M.**

GeM BID NOTICE

**FOR AWARDING OF RATE CONTRACT FOR A PERIOD OF ONE YEAR FOR SUPPLY
AND INSTALLATION OF 10 KVA ONLINE UPS (with on-site comprehensive company
warranty on both UPS and Battery) HAVING AT LEAST ONE HOUR BACKUP**

(To be filled in by the tenderer with reference to Notice Inviting Tender for awarding of contract for one year)

<u>PROFORMA TO BE FILLED BY THE BIDDER/ TENDERER FIRM</u>		
1.	Name of the Bidding Company/ Firm	
2.	Name of the Brand being offered: (i) UPS	
	Name of the Brand being offered: (ii) Batteries	
	WARRANTY being offered on (i) UPS	
	WARRANTY being offered on (ii) BATTERY	
3.	Name of Owner(s)/ Partner(s)/ Director(s)/ Proprietor(s) (as applicable)	
4.	Full Particulars of Office in Delhi/NCR	
	(a) Complete Official Address	
	(b) Telephone/ Mobile No.	
	(c) Fax No.	
	(d) Official Email Address	

5.	Name of the Contact Person with Telephone/Mobile No./E-Mail ID				
6.	Year of Establishment of the Bidding Company/ Firm				
7.	Status of Firm (Company/ Partnership Firm/ Proprietary Firm or a Government Department or a PSU) etc,				
8.	Registration Details: (Signed and Stamped Copy to be uploaded with this form)				
	(1)	PAN No.			
	(2)	GST Registration No.			
9.	Details of Earnest Money Deposit (Issuing Bank & Dated)		DD No. & Date: Issuing Bank Name: Branch Name: Amount: Valid upto:		
10.	Bank details for refund of EMD:		Bank Name: Branch Name: Account No. IFSC :		
11.	Name & address of the Govt. Offices etc. (Any Two) with which the bidder/ tenderer had contract with details of contact person and the telephone/mobile number etc & details of any One Running Contract (preferably with government organisation).				
	Sr. No.	Name and Address of the Organization		Value of Contract (Rs.)	Duration of Contract From To dd/mm/yyyy dd/mm/yyyy
	(1)				
	(2)				

	(3)					
12.	Details of Statement depicting Annual Turnover During Last 3 (three) Years					
	Sr. No.	Financial Year	Income (in Rs.)			
	(1)	2022-2023				
	(2)	2023-2024				
	(3)	2024-2025				
13.	Whether all the terms & conditions of NIT are acceptable :		Yes / No			

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

(On the Letter Head of the bidder)
UNDERTAKING

- (1) I/ we (Proprietor/ Partner/ Director/ Authorized Signatory) am/ are competent to sign this undertaking and execute this tender document.
- (2) I/we have carefully read and understood all the terms and conditions of the tender and hereby convey my/ our acceptance of the same.
- (3) The information/ documents furnished along with the tender are true and authentic to the best of my/ our knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of the tender at any stage besides liabilities towards prosecution under appropriate law.
- (4) I/we have apprised myself/ourselves fully about the job to be done during the currency of period of agreement and also acknowledge to bear the consequences of non-performance or deficiencies in services on my part.
- (5) I/We undertake that (Name of the Bidder/ Tenderer Firm) has not been indicted for any criminal, fraudulent or anti-competition activity and not been blacklisted/banned/terminated by any Central/State Government/ Public Sector Units/ Autonomous Bodies on account poor performance.
- (6) I/We undertake that (Name of the Bidder/ Tenderer Firm) complies with all the Labour Laws relating to Minimum Wages Act, PF/ESI Act/Statutory obligations, etc.

Date :

Place :

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

(On the Letter Head of the OEM)

To,

The Registrar,
Supreme Court of India,
New Delhi – 110001

Subject: **Authorization letter for the supply and installation of the said 10KVA Online UPS**

M/s. _____

Reference: _____

GeM Bid No. _____

We M/s. _____ (name of manufacture) hereby authorize to M/s. _____ (name and address of dealer/distributor) for participating in subject bid on GeM. We hereby confirm that the item supplied by the said dealer/distributor will be authentic material manufactured by us and will meet the quality as per tender specifications. We hereby also confirm that we will extend our full support for the timely delivery of the material by the said dealer/distributor and above and warranty for the same.

Signature and stamp of authorized signatory of OEM _____

Name: _____

Email ID: _____

Mobile/Phone No.: _____

Designation (if available)

Annexure-D

Price Fall Clause Certificate

(To be submitted on the bidder's company letter head)

I/We undertake that we have not offered to supply / supplied / are not supplying same or similar products / systems or sub systems/services at a price lower than that offered against the *Tender No.....dtd.....* in respect of any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product/systems or sub systems/services was supplied by the bidder to any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

Date:

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