

## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	11-03-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	11-03-2026 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (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
वस्तु श्रेणी /Item Category	Annual Maintenance Service - Desktops, Laptops and Peripherals - UPS (Online 10 KVA); PROSTARM
अनुबंध अवधि /Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	20 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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
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
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	1000000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
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	20000

#### ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी 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 :**

The Registrar (Admn.)  
Supreme Court of India, Tilak Marg, Supreme Court of India-110001  
(The Registrar, Admn)

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

**एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance	Yes
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**एमएसई खरीद वरीयता/MSE Purchase Preference**

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed 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 relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed 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 relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in

bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

9. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

#### अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

**Additional SOW if not readily covered in the Scope of Works incorporated in STC of Services:**As detailed in ATC Document.

**Asset Details and its Distribution across the consignee /user locations:**[1770965020.pdf](#)

**Consignee Wise Service Engineers/Help-Desk Personal details .:**[1770965056.pdf](#)

#### **Annual Maintenance Service - Desktops, Laptops And Peripherals - UPS (Online 10 KVA); PROSTARM ( 30 )**

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Asset	UPS (Online 10 KVA)
Make/Brand of Assets	PROSTARM
Status of Annual Maintenance Service Provider	Neither OEM nor ASP
Periodicity of Preventive Maintenance Services	Quarterly
Onsite Service Engineers Requirement	As Indicated in Bid Document.
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines	Inclusive

विवरण/ Specification	मूल्य/ Values
<b>एडऑन /Addon(s)</b>	
Requirement of Resident Engineer	No
Requirement of Technicians	No

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of each Asset for AMC	अतिरिक्त आवश्यकता /Additional Requirement
1	Sanjeev Kumar Sinha	110001,SUPREME COURT OF INDIA, TILAK MARG, NEW DELHI-110001	30	<ul style="list-style-type: none"> <li>Number of Resident engineers : 0</li> <li>Number of technicians : 0</li> </ul>

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

**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

**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. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. 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.
17. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in 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 कार्रवाई 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. MATERIALS**

F. No. AM-M/12(28)/1/2023-/SC(AM-M)

Dated : 13.02.2026

Last date for submission of Tenders: 11.03.2026 upto 15:00 hrs.

**GeM BID NOTICE**  
**FOR ON-SITE COMPREHENSIVE ANNUAL MAINTENANCE**  
**CONTRACT(CAMC) FOR THIRTY (30) NOS. OF 10 KVA ONLINE UPS FOR A**  
**PERIOD OF 02 YEARS.**

1. Supreme Court of India, an apex Judicial Body under Constitution of India intends to invite online bids/ tenders through GeM Portal, from Delhi-NCR based reputed firms/ manufacturers/retailers/authorized dealers for award of Onsite Comprehensive Annual Maintenance Contract for **thirty (30)** Nos. of 10 KVA Online UPS for use at different locations for a **period of two years** on "As is where is basis".

<b>Description of Online UPS's</b>	10 KVA/192V 3:1 Online UPS (ProstarM Info Systems make) having Long Backup with Bigger Cabinet.  Battery 42 AH-Exide (20 Nos. in each UPS unit) <u>(on both ups and battery having at least one hour backup)</u>  <u>Year of Purchase of the 10 KVA UPS -- 2020, 2021 &amp; 2022</u> Present Status : Under CAMC till 15.04.2026
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**The exact quantity of UPS may vary before/after placing the order. The aforesaid UPSs are installed at the Residential Offices of Hon'ble Judges of Supreme Court of India situated within radius of 5-7 kms in Delhi/New Delhi and in the Registry and they are to be maintained onsite basis.**

**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.

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

<b><u>CRITICAL DATE SHEET</u></b>		
<b>Stage</b>	<b>Date</b>	<b>Time</b>
Bid/ Tender Document Publishing Date & Time	13.02.2026	15:15 Hrs.
Bid/ Tender Document Download Start Date & Time	13.02.2026	15:30 Hrs.
Bid/ Tender Submission Start Date & Time	13.02.2026	16:00 Hrs.
Bid/ Tender Submission End Date & Time	11.03.2026	15:00 Hrs.
Bid/ Tender Opening Date & Time	11.03.2026	15:30 Hrs.

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.
4. 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.**
5. The tenderer is required to quote its best rate, mentioning the percentage of GST etc. per UPS/ per annum for Comprehensive Maintenance Contract (**including all**

**spare parts of UPS, except replacement of batteries)** for a period of two years for all the 30 nos. of UPSs. The rates quoted in the tender shall remain unchanged during the said contractual period of 2 years. Under no circumstances rates revision shall be allowed.

6. The quantity of the UPS may increase or decrease at the time of awarding the CAMC, if so required. Payment shall, therefore, be made for actual available products as per actual work on quarterly basis upon submission of Preventive Maintenance (PM) Reports of the equipment.

## **7. ELIGIBILITY CRITERIA:**

The eligibility criteria for the Prospective Tenderer(s) which need to be complied with the technical bid and will form part of Technical Evaluation are as follows:

- i. The tenderer must have successfully completed /executed similar services with any Govt. organization/PSUs etc. over the last three years (ending month of March prior to the bid opening) :
  - (a) Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; **or**
  - (b) Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; **or**
  - (c) One similar completed services costing not less than the amount equal to 80% (eighty percent) of the estimated cost.
- ii. Bidder must have valid GST Registration Certificate. A copy of the same should be enclosed with the Technical-Bid
- iii. Bidder must possess valid PAN Card. A copy of the same should be enclosed with the Technical-Bid.

- iv. The Bidder must have an office with own Service Centre located at Delhi/NCR, to support the CAMC work.

**Note:** The firm 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.

## 8. SCOPE OF WORK

- i. The work includes On-Site Comprehensive Annual Maintenance Contract of all the thirty (30) Nos. of 10 KVA Online UPS installed at Residential Offices of Hon'ble Judges of the Supreme Court of India, situated within radius of 5-7 kms in Delhi/New Delhi.
- ii. Apart from these 30 UPS, if warranty period of any other UPS of 10 KVA expires during contractual period, the same shall be included in the CAMC on same rates, terms & conditions.

## 9. Bid Submission:

- i. Technical Bids shall be submitted online on GeM portal (including scanned copy of EMD / MSME Certificate etc.).
- ii. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
- iii. The bidder must submit the requisite Earnest Money Deposit (EMD) of Rs.20,000/- drawn in favour of "**The Registrar (Admn), Supreme Court of India**" on any nationalised/scheduled bank payable at New Delhi (issued on or after publication

date of this tender) by writing the name of the firm, telephone No. on reverse side of the Demand Draft and **must be submitted in a sealed envelope** addressed to "**Additional Registrar (Admn. Materials)**": superscribing the title of this NIT, at the e-Sewa Kendra, Counter No.-25 & 26 (R&I), Main Building, Supreme Court of India, Tilak Marg, New Delhi-110001 well before the due date and time of bid submission (as mentioned on the Critical Date Sheet at Page No. 2 of this NIT). Earnest Money Deposit of the unsuccessful tenderers would be returned by way of RTGS/ NEFT or cheque after the contract has been finally awarded to the successful tenderer. No interest will, however, be payable on EMD.

- iv. Tender(s) not accompanied with the EMD is liable to be rejected. However, the bidders seeking EMD exemption, must submit valid supporting documents for the relevant category, as per GeM General Terms & Conditions with the bid. As per the GeM guidelines, 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.**

10. **Technical Bid** : The following documents are to be furnished by the tenderer along with Technical Bid as per the tender document:

- i. Signed and Scanned copy of Earnest Money Deposit (as submitted in physical) or Exemption Certificate, as the case may be.
- ii. Signed and Scanned copy of Certificates like GST registration certificate, PAN Card, Financial details like proof of Annual Turnover (along with Annexure 'A').
- iii. Signed and Scanned copy of similar works/supply carried out in the last three financial years (along with Annexure 'A')
- iv. Signed and scanned copy of Tender Acceptance Letter as per Annexure 'B'.
- v. Signed and Scanned copy of Annexure 'C' - Price Fall Clause Certificate

**vi.** Proof of domicile in Delhi/NCR.

**Note :** The tenderer can merge all above documents into single pdf file. It may be noted that only aforesaid required documents mentioned from 6 i) to vi) are required to be uploaded at GeM portal, financial bids will only be submitted online and no financial bid will be accepted in physical form and such physical bid, if received, will be summarily rejected.

**11. GENERAL TERMS AND CONDITIONS OF TENDER**

- i.** The tenderers are expected to examine all the instructions, terms & conditions and specifications as mentioned in the tender documents carefully. Failing to furnish all information required as per the tender document, in any respect will be at the tenderer's risk and will result in rejection of the tender.
- ii.** Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- iii.** The rates should be valid for a minimum period of 180 days from the date of opening of tenders. The tenderer shall not be entitled, during the said 180 days, to revoke or cancel its tender or to vary the tender or any terms thereof. After opening of tenders, the rates should be valid for a period of two year from date of awarding of the contract. Rates quoted shall include costs of commuting, all spare parts including plastic parts and no separate travelling charges shall be admissible.
- iv.** Tenders once submitted will not be allowed to be withdrawn under any circumstances. The tenderer shall not be entitled to revoke or change the quoted rates or to vary the terms & conditions of tender or any terms thereof till the process is completed failing which 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.

- v. The Registry, in its discretion, reserves the right to make any change, at any time, in the terms and conditions of the Notice Inviting Tender and reject or accept any or all of the tenders, partly or completely, at any time without assigning any reason thereof.
  
- vi. Bids will be opened as per date / time mentioned in the “Critical Date Sheet”.
  
- vii. The Registry will deal with the tenderer(s) directly and no middlemen / agents / commission agents etc. should be asked by the tenderer to represent their cause and they will not be entertained by the Registry. The tender form is non transferable and the tenderer/agency shall not be permitted to transfer their rights and obligations to any other person / organization or otherwise.
  
- viii. The tenderer should submit proof of domicile in Delhi / NCR along with address of the office.
  
- ix. Details of past experience of providing the maintenance services should be attached. Satisfactory Performance certificates from existing clients must also be attached with the tender documents.
  
- x. Each job performed will be checked before acceptance. If any particular job does not match with the approved specification or found inferior in quality, the rejected job will be done again by the tenderer at its own cost and expense.
  
- xi. Complaints are required to be attended, within two hours on the same day. The tenderer will also provide the maintenance and repair services even at odd hours and on holidays, if required or in case of emergency. Defective UPS should be made functional on the same day and in case defective UPS cannot be repaired and made functional on the same day, a standby UPS will be required to be provided immediately till the particular UPS is set right.
  
- xii. In case, any UPS along with its batteries are required to be shifted at other location, no additional charges will be made to the tenderer. Rates quoted shall

include cost of commuting, replacement of parts, shifting of UPS etc. and no separate charges shall be admissible.

**xiii.** The successful tenderer will be responsible for any mishap, theft, loss and misbehavior happening because of the staff deployed by them.

**xiv.** The work executed by the tenderer/firm should be to the satisfaction of the concerned officer where work has to be executed. If the same is not found satisfactory, the tenderer/firm will have to do the job again at its own cost till the job is done satisfactorily. The decision of the concerned officer of the Registry in this regard will be final and unassailable and binding on the tenderer.

**xv.** The successful tenderer will keep record for attending to the complaints mentioning date and time of receiving complaint and attending satisfactorily the said complaint. In case the complaint is not attended immediately, a penalty as deemed fit by the Competent Authority per day will be imposed on the tenderer till the same is set right. The Registry also reserves the right to terminate the services in case of deficiency of service and to entrust the award to a new service provider and the loss so caused will be recovered from the earlier service provider.

**xvi.** The Registry is not bound to accept the lowest tender and 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 thereof.

**xvii.** Even after awarding the Contract, the Registry reserves the right to terminate the same at any time, if the services of the tenderer are not found satisfactory.

**xviii.** In case more than one L1 emerging, the bidder will be selected as per GeM guidelines.

**xix.** In case of the tenderer backing out in midstream without any explicit consent of the Supreme Court of India, the expenses / costs incurred by the Supreme Court

of India for maintenance of UPS for the balance period of this contract by alternative arrangements shall be liable to be recovered from the tenderer.

xx. The above act of backing out would automatically debar the tenderer from any further dealing with the Supreme Court of India and the security deposit amount would also be forfeited and any other action as deemed fit, will be taken.

xxi. Hypothetical or conditional tenders will not be entertained. Tender once submitted shall not be allowed to be withdrawn or altered. If the tender is withdrawn or altered by the concerned party at any time after it is submitted, appropriate action may be taken.

xxii. The successful tenderer will have to abide by the terms and conditions as may be fixed from time to time by the Registry.

## **12. Deployment of Engineers/staff**

i. Service provider should deploy trained, experienced and competent service engineer for carrying out necessary maintenance services for the equipment as per bench marked maintenance practices / OEM manuals at user's location. Continuous efforts should be made by Service Provider Agency(SPA) to minimise the down time of the equipment as a part of the duties of the service provider agency. The SPA shall ensure that all equipment are maintained at optimum operating levels. All scheduled maintenance required for the upkeep of the equipment will be carried by the Service Providers . For maintenance services all the necessary & adequate tools / instruments will be provided by the service provider itself to the engineers responsible for upkeep of equipment at user's premises.

ii. The tenderer should undertake that the character and antecedents of each engineers/staff deployed in the Supreme Court have been got verified from the competent authorities and record maintained to this effect. The same should be made available to the Registry as and when asked for.

### **13. Payment Terms:**

- i. The tenderer shall submit a bill (in triplicate) on quarterly basis towards CAMC charges along with Preventive Maintenance Reports to be obtained by the tenderer from the concerned users to the effect that the equipment under CAMC have performed satisfactorily during the quarter for which CAMC charges are claimed. The payment shall be released only after submission of satisfactory performance certificates/Computer Cell from the concerned users during the relevant quarter by the tenderer.
- ii. Penalty, if any, shall be deducted from any of the outstanding payment due to the tenderer.
- iii. If any UPS is added or removed from the scope of contract, pro rata adjustment of charges will be made to the amount of the contract.
- iv. No advance payment would be made by the Registry to the tenderer in any case.
- v. Statutory deductions shall be made as per applicable rules.

### **14. Performance Security Deposit:**

- i. 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/ Account Payee Demand Draft/ Fixed Deposit Receipt valid for a period of 26 months effective from the date of work contract. 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 or if overall downtime of UPS exceeds 30 days in one year. This performance security deposit shall be returned after two months of the successful completion of the contractual period or payment of the last bill, whichever is later.

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

## **15. PENALTIES**

- i. If services are not made in time and the Registry is forced to procure services from open market at higher rates, the loss so sustained will be deducted from the Performance Security of the tenderer.
- ii. 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.
- iii. In case neither the complaint is attended and set right on the same day nor a stand by UPS is provided, it will be considered as a deficiency in service and penalty of Rs. 1000/- per day per complaint will be imposed and deducted from the Bills/Security Deposit.
- iv. 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.
- v. Any loss/damage sustained to the Registry's items will be recovered from the successful tenderer.

## **16. Preventive Maintenance:**

The tenderer shall carry out preventive maintenance at least once in three months in respect of each of equipment under CAMC. A certificate should be

obtained by the tenderer from the concerned users that the preventive maintenance has been carried out satisfactorily at least once in three months and shall be enclosed along with logbook meant for carrying out preventive maintenance while submitting the quarterly bill of CAMC payment.

**17. Price Fall Clause Certificate:**

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

**18. Transfer and Sub-letting:**

The firm/bidder has no right to transfer, 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..

**19. Relationship of parties**

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.

**20. Intellectual Property Rights**

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.

## **21. Confidentiality of contract**

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.

## **22. Jurisdiction**

Since the contract shall be governed by and interpreted under, the laws of the Republic of India, 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.

## **23. Arbitration:**

- i. 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 endeavour to resolve amicably any such disagreement or dispute by direct informal negotiation.
- ii. 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.

## **24. Force Majeure**

In case the successful bidder/ tenderer is unable to fulfill 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.

25. 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/-

(Vinod Lakhina)

Additional Registrar (AM)

**Encls. : Annexures – 'A' to 'C'**

**Note :** The Registry will remain closed from 02.03.2026 to 07.03.2026 on account of Holi Holidays.

**GeM BID NOTICE**  
**FOR ON-SITE COMPREHENSIVE MAINTENANCE CONTRACT(CAMC) FOR**  
**THIRTY (30) NOS. OF 10 KVA ONLINE UPS FOR A PERIOD OF 02 YEARS.**

<b>PROFORMA TO BE FILLED BY THE BIDDER/ TENDERER</b>		
1.	Name of the Bidding Company/ Firm	
2.	Name of Owner(s)/ Partner(s)/ Director(s)/ Proprietor(s) (as applicable)	
3.	Full Particulars of Office in Delhi/NCR	
	(a) Complete Official Address	
	(b) Telephone/ Mobile No.	
	(c) Fax No.	
	(d) Official Email Address	
4.	Name of the Contact Person with Telephone/Mobile No./E-Mail ID	
5.	Year of Establishment of the Bidding Company/ Firm	
6.	Status of Firm (Company/ Partnership Firm/ Proprietary Firm or a Government Department or a PSU) etc,	
7.	Registration Details: <b>(Signed and Stamped Copy to be uploaded with this form)</b>	
	(1) PAN No.	
	(2) GST Registration No.	
8.	*Details of Earnest Money Deposit (Issuing Bank & Dated)	DD No & Date: Issuing Bank Name: Branch Name: Amount: Valid upto:
9.	Bank details for refund of EMD:	Bank Name: Branch Name: Account No. IFSC :
10.	Details of Financial Statement, Profit and Loss Statement During Last 3 (three)	

Years				
Sr. No.	Financial Year	Income (in Rs.)	Expenditure (in Rs.)	Net Profit/ Loss (in Rs.)
(1)	2022-2023			
(2)	2023-2024			
(3)	2024-2025			
11.	Details of Past Experience of Work Executed, Satisfactory Certificate, Work Orders etc.	You may upload the relevant documents for the work executed during last years such as work orders, satisfactory certificates.		
12.	Whether all the terms & conditions of NIT are acceptable :	Yes / No		

\*If the firm is exempted from depositing the EMD, a certificate to this effect has to be submitted along with the tender document. Tenders not accompanied with the EMD/ exemption certificates are liable to be rejected.

Date:

Place:

(Signature of the Bidder, with Official Seal)

**TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

Date:

To,  
The Registrar (Admn.)  
Supreme Court of India  
New Delhi

Sub: Acceptance of Terms & Conditions of Tender.

**Tender Reference No: F. No. AM-M/12(28)/1/2023-/SC(AM-M)**

**GeM BID NOTICE**  
**FOR ON-SITE COMPREHENSIVE MAINTENANCE CONTRACT(CAMC) FOR**  
**THIRTY (30) NOS. OF 10 KVA ONLINE UPS FOR A PERIOD OF 02 YEARS.**

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

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as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender terms and conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We do hereby undertake that our Firm is not under Liquidation, court receivership or similar proceedings and is not bankrupt.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue, then your department/organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

Date:

Place:

with Official Seal)

(Signature of the Bidder,

## **Annexure 'C'**

### **Price Fall Clause Certificate**

**( To be submitted in 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 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.

#### **I/we also accept that:**

1. I/We have to submit a copy of the last (latest) purchase order for the similar/ordered item(s)/Services received from any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization.
2. We will inform the purchase of offer to supply/supply of the similar/ordered item(s)/Services at a lower rate to 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.

Date:

Signature of the authorised signatory of  
the firm/company

Official Stamp/Seal of the Firm