

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

F.No. 1/MMM/2026-28/SCI(AM)

Dated: 02.04.2026

GEM BID NOTICE

FOR HIRING AN AGENCY FOR PROVIDING MONKEY MENACE MANAGEMENT SERVICES AT THE RESIDENTIAL BUNGALOWS OF HON'BLE JUDGES OF THE SUPREME COURT OF INDIA INCLUDING SUPREME COURT GUEST HOUSE AND SUPREME COURT OF INDIA PREMISES FOR A PERIOD OF TWO YEARS

Supreme Court of India, an apex Judicial Body under Constitution of India intends to invite online bids/ tenders through **GeM Bid No. : GEM/2026/B/7389430** via GeM Portal, from open market Vendors/ Agencies “for providing manpower as Monkey Chasers/ Handlers/ Repellers (Monkey Scarers) for driving away Monkeys from the Residential Bungalows of Hon’ble Judges of the Supreme Court of India including Supreme Court Guest House and Supreme Court Premises, for a period of Two years”, as per Proforma enclosed herewith as **Annexure-A**. Approximate number of Bungalows are 35 to 40 situated within approximate radius of 10 Kilometers from Supreme Court of India. The requirement of the manpower may increase or decrease as per the requirement during the contractual 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 bids/ tenders are to be submitted online on GeM Portal in strict compliance to the schedule mentioned in the Critical Date Sheet given hereunder:

<u>CRITICAL DATE SHEET</u>		
Stage	Date	Time
Bid/ Tender Document Publishing Date & Time	02.04.2026	12.00 Hrs.
Bid/ Tender Document Download Start Date & Time	02.04.2026	12:30 Hrs.
Bid/ Tender Submission Start Date & Time	02.04.2026	12:30 Hrs.
Bid/ Tender Submission End Date & Time	23.04.2026	15:00 Hrs.
Bid/ Tender Opening Date & Time	23.04.2026	15:30 Hrs.

Tender Documents/ ATC documents and GeM Bid Document (for reference only) are also available on the Official Website of the Supreme Court of India i.e. <https://www.sci.gov.in/notice-category/tenders/>.

1. PROJECT OVERVIEW & SCOPE OF WORK

1.1 Services of **approximately 100 numbers of manpower** (well trained and experienced in monkey chasing/ handling/ repelling) is to be provided/ rendered as per requirement **at**

Residential Bungalows, Supreme Court Guest House and Supreme Court of India Premises, by the successful bidder/ tenderer during the entire contractual period, for curtailment of monkeys, strictly adhering to norms laid down in the Prevention of Cruelty to Animals Act, 1960 and other relevant acts.

1.2 The manpower will be required on demand basis and the actual number of manpower required during the contractual period may increase or decrease, as per the requirement.

2. **ELIGIBILITY CRITERIA:**

2.1 Bidder/ tenderer firms which fulfill the eligibility conditions may upload the technical bid along with the scanned copy of the following documents failing which their bid(s)/ tender(s) may be rejected:

(i)	Signed/ Stamped copy of duly filled Checklist of Documents i.e. Annexure-C on the letterhead of the bidder/ tenderer.
(ii)	Signed/ Stamped Scanned copy of all pages of this GeM Bid Notice /ATC Document. (Terms & Conditions and Other Instructions etc.)
(iii)	EMD (Earnest Money Deposit) Signed/ Stamped Scanned copy of EMD i.e. Demand Draft as per Clause 1. or Signed/ Stamped copy of Exemption Certificate if exempted from EMD
(iv)	Signed and stamped copy of duly filled Technical Bid Proforma as per format at Annexure-A .
(v)	Signed and stamped copy of Undertaking/ Declaration as per format at Annexure-B on the letter head of the bidding firm.
(vi)	Proof of Geographical Presence Signed/ Stamped proof of Geographical Presence in Delhi-NCR along with address of the office.
(vii)	Signed/ Stamped copy of the following: (a) Registration/ Incorporation Certificate, (b) PAN Card, (c) GST Registration, (d) EPFO Registration with latest paid challan, (e) ESIC Registration with latest paid challan, (f) Form-C / Registration Certificate of Establishment issued by Department of Labour, NCT of Delhi
(viii)	Past Experience of Similar Services The bidder must have successfully executed/completed the Services of providing Monkey Chasers/Handlers/ Repellers Manpower in any Central/ State Government Organisations or Public Sector Undertakings (PSUs) 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. Note: The experience should be under the present registered name and PAN. The Signed/ Stamped copies of proof in support of Satisfactory Work Completion from 2-4 prestigious organisations along with details of Contact Person, Telephone No., email ID, etc., are to be submitted/ uploaded. [The work orders of the last three financial years up to the date of publishing of this Notice will also be taken into consideration.]

	No exemption shall be granted to any bidder (including MSMEs and Startups) regarding the 'Past Experience of Similar Services' criteria. All bidders must meet the minimum experience requirements as specified in this bid to ensure the technical competency required for the successful execution of the project. This is in accordance with the provisions of Rule 173(i) of GFR 2017, considering the critical nature and safety requirements of the services.
(ix)	Signed/ Stamped copies of proof in support of at least 1 running work contract as detailed below: - The bidder/ tenderer must have at least One (1) running work contract in any Central/ State Government Organisations or Public Sector Undertakings (PSUs) for engaging a minimum of 50 personnel/ manpower for Monkey Chasing/ Handling/ Repelling Manpower. [The work orders of the last financial year upto the date of publishing of this Notice will be taken into consideration]
(x)	Signed/ Stamped copies of proof in support of minimum average strength of 50 Staff on rolls of the agency in last two consecutive years as detailed below: - Must have minimum average strength of 50 Staff on rolls of the agency in last two consecutive years. [Copy of Monthly Contribution Challan of EPF, ESI for last 1 year shall also be attached. Document duly certified by Chartered Accountant to this effect must be attached for the last three consecutive years]
(xi)	Signed/ Stamped copies of proof in support of existence for the last 5 years or more i.e. the bidder/tenderer must have been in existence for the last 5 years or more.
(xii)	Signed/ Stamped copies of certified Audited Balance Sheets of last three financial years (i.e. 2022-23, 2023-24, 2024-25) or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period as detailed below: - The average Annual Gross Turnover during the last 3 (three) financial years, ending 31st March of the previous financial year, should be at least Rs. 5 Crore. [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.] [Exemptions: (a) 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 or technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation. (b) 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 or technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.

NOTE: The bids submitted by the bidders/ tenderers who/which do not meet the above specified eligibility criteria and documents not submitted in conformity to the above shall be summarily rejected.

3. **BID SUBMISSION**

3.1 The bidders/ tenderers are required to submit **Earnest Money Deposit (EMD) i.e. Rs. 13,50,000/- (Rupees Thirteen Lakh Fifty 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 GeM Bid and EMD). The sealed envelope/cover containing EMD shall be addressed to **Additional 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. Scanned copy of the DD shall be uploaded by bidders on the GeM Portal before "**EMD submission End date and Time**" and hard copy of the same should reach the Registry within 05 working days from "**EMD submission End date and Time**", failing which the bid may be treated as incomplete and may lead to rejection of the bid by buyer

without making any reference to the seller.

3.2 **Exemption Clause:** The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid on or before Bid Submission End Date. 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.** Tenders not accompanied with either EMD or Exemption certificate are liable to be rejected.

3.3 EMD of the unsuccessful bidders/ tenderers would be returned after the contract has been finally awarded to the successful bidder/ tenderer and no interest will be payable on EMD.

4. **INSTRUCTION TO BIDDERS/ TENDERERS**

4.1 The bidders/ tenderers must read all the instructions, terms & conditions and specifications carefully and ensure compliance therewith. 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.

4.2 The bidders/ tenderers must be registered with Employees' State Insurance Corporation (ESIC), Employees' Provident Fund Organization (EPFO), Income Tax, GST & all other statutory bodies and shall comply with all relevant and existing Labour Legislation and Acts such as Prevention of Cruelty to Animals Act, 1960, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970 (CLRA), Workmen's Compensation Act, Payment of Wages Act, Provident Fund, ESI Act, etc., as applicable or framed by the Central Government, or any other Statutory Authority. For any breach or lapse on the part of tenderer in respect of non-compliance of any legislation in force during the validity of the Contract, the bidder/ tenderer would be fully responsible and would indemnify the Registry. The bidder/ tenderer must submit an Undertaking towards compliance of all Labour Laws (**Annexure-B**). **The bidder/tenderer must enclose copies of the same in support of documentary evidence.**

4.3 The bidders/ tenderers are required to quote the competitive rates online on the GeM Portal only as per GeM guidelines and the rate/ cost of services quoted by the bidders/ tenderers shall cover all aspects of service delivery and include all the components of salary/ wages (minimum wage, insurance, PF, ESI, etc.) and applicable taxes. The rates quoted in the tender will remain unchanged during the said contractual period of 2 years. Under no circumstances rates revision shall be allowed except in case of change in Minimum Wages by Government of NCT of Delhi.

4.4 Certified translated copy of supporting documents should be uploaded in English, in case of documents available in Regional/ vernacular language other than Hindi.

4.5 Bidder/ tenderer firms which fulfill the eligibility conditions must upload the technical bid along with the signed/ stamped copy of the duly filled Checklist as per format at Annexure- C.

4.6 **All the pages of technical bid documents as per checklist at Annexure- C must be signed/ stamped and sequentially numbered and uploaded in chronological order in a single merged PDF file (including the signed/ stamped copy of duly filled Annexure- C on top).**

4.7 The bidder/ tenderer firm shall not tamper/ modify the Bid Documents.

4.8 The bidder/ tenderer-firms are advised to regularly visit GeM Portal and Official Website of the Supreme Court of India for any updates, corrigendum, etc., related to the subject under reference, which will be intimated through these websites only. **No individual correspondence shall be entertained in this regard.**

4.9 Overwriting/ over-typing in Bid documents must be avoided.

5. **GENERAL TERMS & CONDITIONS**

5.1 Technical bids of only those bidders/ tenderers which are found to be in order i.e. satisfying all the stipulated eligibility conditions will be short-listed and financial bids of only such short-listed bidders will be opened online on GeM Portal. The bidder/ tenderer not fulfilling eligibility conditions of the tender will not be considered under any circumstances.

5.2 Financial bids of only technically qualified bidders/ tenderers based on Clause 5.1 above will be opened to decide L1.

5.3 In case of multiple L1 bidders against a service bid, Contract will be awarded as per GeM guidelines.

5.4 The minimum service charges as 3.85% for outsourcing of manpower i.e. Monkey Chaser/ Handler/ Repeller is fixed in conformity with OM No.F.6/1/2023-PPD dated 6th January 2023 issued by Department of Expenditure, Ministry of Finance. In case, any bidder/ tenderer is found to quote lesser than minimum service charges as mentioned herein, he/she would be disqualified. Absolute figures of service charges in rupees (rounded off) should be quoted in the financial bid.

5.5 The decision of the Registry will be final, conclusive and binding on the bidders/ tenderers and the Registry takes no responsibility for any delay whatsoever for submission of tender after the last date and time of submission, as given in the schedule.

5.6 The bidder/ tenderer shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder/ tenderer or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, their Bids are liable to be rejected.

5.7 The bidders/ tenderers should disclose their previous experience and the major clients. Satisfactory service certificates should also be produced from any TWO to FOUR of their prestigious clients with details of Contact Person, Telephone No., email etc.

5.8 The Registry shall not be responsible financially or otherwise for any injury or death caused to any of the personnel of the successful bidder/ tenderer during the performance of duties. The successful bidder/ tenderer shall be solely responsible for providing compensation, if any and / or providing for expenses towards treatment for any injury or loss of life during performance of duties by the personnel deployed by him/ it.

5.9 In case the successful bidder/ tenderer fails to undertake the work within the notified time period from the date of issue of work order, the Registry at its discretion, reserves the right to terminate the contract or forfeit the EMD furnished by the bidder/ tenderer.

5.10 The successful bidder/ tenderer shall be responsible for any loss due to theft / pilferage / damage caused in the course of performance of duties to the Registry's property including fittings, furniture, fixtures or any other equipment(s). The Registry shall assess the amount payable by the successful bidder/ tenderer towards damages / loss / theft / pilferage and the same shall be recovered by the Registry from the monthly payment to be made to the successful bidder/ tenderer.

5.11 Hypothetical or conditional bids/ tenders will not be entertained. Bids/ 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, the Earnest Money deposited by him shall stand forfeited or/and the bidder/ tenderer may be debarred to participate in the tender process of the Registry in future.

5.12 The Registry will deal with the bidder/ 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.

5.13 The rates should be valid for a minimum period of 180 days from the date of opening of tenders. The bidder/ tenderer shall not be entitled during the said period of 180 days to revoke or cancel its bid/ tender or to vary the tender or any terms thereof.

5.14 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 accept or reject any or all bidders/ tenderers wholly or partly without assigning any reason thereof.

6. **TERMS AND CONDITIONS FOR THE SUCCESSFUL BIDDER/ TENDERER**

6.1 The successful bidder/ tenderer will have to enter into an Service Level Agreement (SLA) within one week from the date of receipt of Work-Order.

6.2 The successful bidder/ tenderer on receipt of Work-Order will be required to deploy approximately **100 Monkey Chaser/ Handler/ Repeller manpower** on contractual basis to render duty at Residential Bungalows of Hon'ble Judges including Supreme Court Guest House and also at Supreme Court of India premises.

Note: The requirement of Monkey Chaser/ Handler/ Repeller manpower may increase/ decrease at the time of awarding of contract and also during the entire contractual period of two years.

6.3 In case any person whose services are requisitioned, leaves the assignment midway, the Registry may require the successful bidder/ tenderer to provide suitable replacement thereof.

6.4 The successful bidder/ tenderer shall be responsible for storing and safeguarding its own material 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.

6.5 The successful bidder/ tenderer shall obtain police verification of the antecedents of the personnel to be deployed which may be submitted to Admn. Judges Branch along with the profiles of the personnel deployed. A certificate to this effect shall be furnished by the Contractor to the Registry before deployment of the staff. Further, in respect of the workers deployed, the Contractor shall submit details namely, Names, Xerox copy of applications, copy of appointment letters issued by the successful bidder/ tenderer, age proof, address proofs, certificate of educational qualifications, caste certificates (in case of SC/ST/OBC/Minority) & certificate of police verification in respect of all his staff deployed.

6.6 The personnel deployed by the successful bidder/ tenderer should be healthy, neat and clean. They should display good conduct & courteous behavior at all times. The following may, therefore, be complied with:

(i)	They should be in proper uniform and should be provided photo identity cards by the successful bidder/ tenderer at his own cost.
(ii)	In case of any complaint against any of the personnel deployed by the successful bidder/ tenderer, he shall remove such person immediately and arrange for replacement of removed person immediately.
(iii)	The personnel so removed should not be deployed again or allowed to work in the premises.
(iv)	The personnel engaged should not be changed without the approval/ permission of the Registry.

6.7 Despite observing safe practices, if any unfortunate incident occurs, the successful bidder/ tenderer shall bear all expenses or claims towards treatment or compensation of the personnel deployed by them.

6.8 Nothing in this tender shall by implication or expression be taken to mean or imply that any of the persons deployed by the successful bidder/ tenderer are employees of the Registry or deployed by the Registry. The successful bidder/ tenderer shall deploy manpower who shall be in his sole employment and shall be solely and wholly responsible for their acts, salaries, wages, remunerations or any other statutory liabilities or other payments. Under no circumstances shall the Registry be liable for any payment or claim or compensation (including but not limited to compensation on account of injury, death or termination). In case any liability falls on the Registry for any reason, the Contractor shall keep the Registry indemnified against the same. In order to give effect to this, the Contractor shall incorporate suitable clause in the appointment letters to be issued to the personnel so deployed mentioning that the workers are employees of the Contractor.

6.9 The successful bidder/ tenderer shall be bound to provide additional manpower as and when required by the Registry, as referred to under Clause 6.2 above.

6.10 The rates so quoted, in conformity with clause 5.4 above, shall remain effective for two years 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 the successful bidder/ tenderer.

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

6.12 The contract shall be subject to such other terms, conditions, and instructions as may be issued by the Registry from time to time.

6.13 The successful bidder/ tenderer shall ensure that the personnel so deployed should maintain due decorum as well as prohibit its personnel on duty from smoking or lighting fire within the premises where they are deployed and also restrain them from collaborating or mixing up with any outside element or with the workers. The Registry may, if necessary, prevent any employee for being deputed as **Monkey Chaser/ Handler/ Repeller** and in that event immediate replacement shall be provided by the successful bidder/ tenderer.

6.14 The Registry shall have no liability, financial or otherwise, for any harm/damage/injury incurred by the manpower deployed by the successful bidder/ tenderer in the course of performing of the work.

6.15 These terms and conditions will be in addition to other general terms and conditions which will be incorporated in the Agreement to be entered into with the successful bidder/ tenderer.

6.16 During the subsistence of contract, in case of breach of any condition or deficiency in service, 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 successful bidder/ tenderer.

6.17 The Security Deposit/Performance Security shall stand forfeited in case of breach of any of the conditions mentioned herein or if the service is found unsatisfactory / not as per the specific requirement or the contract is prematurely abandoned by the successful bidder/ tenderer.

6.18 The successful bidder/ tenderer will be under an obligation to pay Minimum wages as revised from time to time to the personnel engaged by them for the Registry and shall also fulfill all its obligations under the various Labour Laws. Payment of Provident Fund, ESI, DA, Leave etc. of the deployed personnel wherever applicable, will be made by the successful bidder/ tenderer.

6.19 The Registry will not be responsible for any non-payment or delayed payment by the successful bidder/ tenderer to their deployed personnel and the successful bidder/ tenderer shall also indemnify the Registry against any claims from the deployed personnel for which, the successful bidder/ tenderer will be solely responsible. **The successful bidder/ tenderer shall, therefore, ensure timely payment of the dues to the deployed personnel.**

7. PAYMENT TERMS AND CONDITIONS

7.1 The payment of the monthly bills will be made by Admn. Materials branch after receiving Satisfactory Work Report & Attendance Report from Admn. Judges Branch for Residential Bungalows of Hon'ble Judges including Supreme Court Guest House and from Branch Officer, Caretaking for Supreme Court of India Premises.

7.2 Monthly payment will be made on the basis of daily rate of Minimum Wages for Semi-skilled labour notified by **Govt. of NCT of Delhi** from time to time. There shall be no revision in daily rate of Minimum Wages payable except in case of change in minimum wage rates notified by Govt. of NCT of Delhi for "Semi-Skilled" Category of manpower.

7.3 Payment for Overtime duties performed by any deployed manpower will be made as per Government Norms.

7.4 Penalty, if any, shall be deducted from any of the outstanding payment due to the vendor.

7.5 Statutory deductions shall be made ,as applicable.

8. **PERFORMANCE SECURITY**

8.2 The successful bidder/ 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 Account Payee Demand Draft/ Bank Guarantee (including E-Bank Guarantee)/ Fixed Deposit Receipt (FDR) from a Commercial Bank drawn in favour of “The Registrar (Admn.), Supreme Court of India” or through online payment in acceptable form, within one week from the receipt of work order valid for a period of 2 years and 3 months. The Performance Security will be released after three months of successful completion of the Contract or payment of the last bill, whichever occurs later.

8.3 The performance security deposit shall stand forfeited in case of breach of any of the conditions mentioned herein or if the services are found unsatisfactory/not as per the specifications.

9. **LIQUIDATED DAMAGES**

9.1 If it is found at any point of time, that provision of the contract has not been complied with to the satisfaction of the Registry, Registrar, Supreme Court of India may in addition to taking other steps under the Agreement to be executed with the successful bidder/ tenderer, also impose such penalty on the successful bidder/ tenderer, as he may deem appropriate. His decision in this regard shall be final and binding on the successful bidder/ tenderer and should not be called into question in any proceedings. The amount of penalty, unless immediately deposited, shall be adjusted from the payment due to the successful bidder/ tenderer.

9.2 If it is found that less wages were paid, contract will be terminated forthwith and the deficient wages will be deducted by the Registry from tenderer and paid directly to the workers employed by them and further, payment to the firm will be made as per the process defined under Clause 7.1 to 7.5 above.

10. **RELATIONSHIP OF PARTIES**

10.1 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.

11. **INTELLECTUAL PROPERTY RIGHTS**

11.1 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.

12. CONFIDENTIALITY OF CONTRACT

12.1 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.

13. JURISDICTION

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

14. ARBITRATION

14.1 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.

14.2 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.

15. INDEMNIFICATION

15.1 The successful bidder/ tenderer shall keep the office and Supreme Court of India Registry indemnified against all claims whatsoever in respect of the manpower deployed by them. In case any employee of the successful bidder/ tenderer so deployed enters into any dispute of any nature whatsoever, it shall be the sole responsibility of the successful bidder/ tenderer to contest the same.

16. OFFICIAL RECORDS

16.1 The successful bidder/ tenderer shall make payment of salaries only through online transfer directly into the bank accounts of the staff deployed under the contract and also maintain complete official records of disbursement of wages/ salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in terms of the said contract.

16.2 The successful bidder/ tenderer shall maintain a personal file in respect of all the staff who is deployed in terms of the said contract. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent).

16.3 The successful bidder/ tenderer shall also prepare a register indicating all payments / dues in respect of all the employees.

16.4 The successful bidder/ tenderer must produce the documents related to the Contract, as and when required by the Registry.

17. FORCE MAJEURE

17.1 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.

Sd/-
(Vinod Lakhina)
Additional Registrar (AM)

Encls: Annexures – ‘A’, ‘B’ and ‘C’

Lawchakra.in

ANNEXURE -A**TECHNICAL BID PROFORMA**

Ref.: GEM BID NOTICE FOR HIRING AN AGENCY FOR PROVIDING MONKEY MENACE MANAGEMENT SERVICES AT THE RESIDENTIAL BUNGALOWS OF HON'BLE JUDGES OF THE SUPREME COURT OF INDIA INCLUDING SUPREME COURT GUEST HOUSE AND SUPREME COURT PREMISES FOR A PERIOD OF TWO YEARS

PROFORMA TO BE FILLED BY THE BIDDER/ TENDERER FIRM		
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	
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) Registration/ Incorporation Certificate	
	(2) PAN No.	
	(3) GST Registration No.	
	(4) E.P.F. Registration No. (with latest challan of payment)	

	(5)	E.S.I.C Registration No.(with latest challan of payment)		
	(6)	Form-C/ Registration Certificate of Establishment issued by Department of Labour, NCT of Delhi		
9.	Details of Earnest Money Deposit (Issuing Bank & Dated)		DD No & Date: Issuing Bank Name: Branch Name: Amount: Valid upto:	
	or			
	Udyam Registration Details for Exemption from EMD			
10.	Name & address of the Govt. Offices etc. (Any Two-Four) of which the bidder/ tenderer is having the contract with details of contact person and the telephone/mobile number etc:			
	Sr. No.	Name and Address of the Organization	Details regarding the contract including strength of manpower deployed	
			Value of Contract (Rs.)	
			Duration of Contract	
			From	
			To	
			dd/mm/yyyy	
			dd/mm/yyyy	
	(1)			
	(2)			
	(3)			
	(4)			
11.	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)	2022-23		

	(2)	2023-24			
	(3)	2024-25			
12.	Details of Past Experience of providing Providing Monkey Chaser/ Handler/ Repeller Manpower.		You may upload the relevant documents for the work executed during last 3 years such as work orders, satisfactory certificates.		
13.	Whether all the terms & conditions of NIT are acceptable :		Yes / No		

Date :

Place :

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

Lawchakra.in

ANNEXURE-B

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.
- (7) I/We undertake that (Name of the Bidder/ Tenderer Firm _____) complies with rules relating to Prevention of Cruelty to Animals Act, 1960.
- (8) I/We undertake that (Name of the Bidder/ Tenderer Firm _____) has not been under prosecution, Court receivership, or any other similar action and have not been declared bankrupt.

Date :

Place :

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

ANNEXURE-C**CHECK LIST OF DOCUMENTS TO BE UPLOADED**

[All the pages of technical bid documents as per this checklist must be sequentially numbered and uploaded in chronological order in a single merged PDF file (including the signed/ stamped copy of duly filled Annexure-C on top)]

Sr. No.	Technical Bid Documents to be Uploaded	Page Nos.
(i)	Signed/ Stamped copy of duly filled Checklist of Documents i.e. Annexure-C on the letterhead of the bidder/ tenderer.	Page No(s). 1
(ii)	Signed/ Stamped Scanned copy of all pages of this GeM Bid Notice /ATC Document. (Terms & Conditions and Other Instructions etc.)	Page No(s).
(iii)	EMD (Earnest Money Deposit) Signed/ Stamped Scanned copy of EMD i.e. Demand Draft as per Clause 1. or Signed/ Stamped copy of Exemption Certificate if exempted from EMD	Page No(s).
(iv)	Signed and stamped copy of duly filled Technical Bid Proforma as per format at Annexure-A .	Page No(s).
(v)	Signed and stamped copy of Undertaking/ Declaration as per format at Annexure-B on the letter head of the bidding firm.	Page No(s).
(vi)	Proof of Geographical Presence Signed/ Stamped proof of Geographical Presence in Delhi-NCR along with address of the office.	Page No(s).
(vii)	Signed/ Stamped copy of the following: (a) Registration/ Incorporation Certificate, (b) PAN Card, (c) GST Registration, (d) EPFO Registration with latest paid challan, (e) ESIC Registration with latest paid challan, (f) Form-C / Registration Certificate of Establishment issued by Department of Labour, NCT of Delhi	Page No(s).
(viii)	Past Experience of Similar Services The bidder must have successfully executed/completed the Services of providing Monkey Chasers/Handlers/ Repellers Manpower in any Central/ State Government Organisations or Public Sector Undertakings (PSUs) 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. Note: The experience should be under the present registered name and PAN. The Signed/ Stamped copies of proof in support of Satisfactory Work Completion from 2-4 prestigious organisations along with details of Contact Person, Telephone No., email ID, etc. are to be submitted/ uploaded. [The work orders of the last three financial years up to the date of publishing of this Notice will be taken into consideration] NO EXEMPTION shall be granted to any bidder (including msme and startups) regarding the 'past experience of similar services' criteria. All bidders must meet the minimum experience requirements as specified in this bid to ensure the technical competency required for the successful execution of the project. This is in accordance with the provisions of Rule 173(i) of GFR 2017, considering the critical nature and safety requirements of the services.	Page No(s).
(ix)	Signed/ Stamped copies of proof in support of at least 1 running work contract as detailed below: - The bidder/ tenderer must have at least One (1) running work contract in any Central/ State Government Organisations or Public Sector Undertakings (PSUs) for engaging a minimum of 50 personnel/ manpower for Monkey Chasing/ Handling/ Repelling Manpower. [The work orders of the last financial year upto the date of publishing of this Notice will be taken into consideration]	Page No(s).
(x)	Signed/ Stamped copies of proof in support of minimum average strength of 50 Staff on rolls of the agency in last two consecutive years as detailed below: - Must have minimum average strength of 50 Staff on rolls of the agency in last two consecutive years. [Copy of Monthly Contribution Challan of EPF, ESI for last 1 year shall also be attached. Document duly certified by Chartered Accountant to this effect must be attached for the last three consecutive years]	Page No(s).

(xi)	Signed/ Stamped copies of proof in support of existence for the last 5 years or more i.e. the bidder/tenderer must have been in existence for the last 5 years or more.	Page No(s).
(xii)	<p>Signed/ Stamped copies of certified Audited Balance Sheets of last three financial years (i.e. 2022-23, 2023-24, 2024-25) or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period as detailed below:</p> <p>- The average Annual Gross Turnover during the last 3 (three) financial years, ending 31st March of the previous financial year, should be at least Rs. 5 Crore.</p> <p>[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.]</p> <p>EXEMPTIONS:</p> <p>(a) 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 or technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.</p> <p>(b) 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 or technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.</p>	Page No(s).
<p>Every page must be signed and stamped by the authorized official of the bidder/tenderer firm, failing which, it is liable to be rejected.</p>		

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