

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

F.No. 1162/AC PUR/2023/SCI(AM)

Dated: 23.12.2022

**Last Date for submission of Tender: 17.01.2023 upto 3.00 PM at Counter No. 17 (R&I)**

**For any query please contact at Pass Counter Gate No.1, Additional Building Complex,  
Supreme Court of India**

**NOTICE INVITING TENDER TOWARDS RATE CONTRACT FOR**  
**PURCHASE OF DIFFERENT TYPES OF AIR CONDITIONERS WITH 05**  
**(FIVE) STAR RATING ALONG WITH STABILIZERS**  
**FOR A PERIOD OF TWO YEARS**

**[ on maximum percentage of discount on prevailing MRP (maximum retail price)]**

Sealed tenders are invited from Delhi-NCR based **reputed firms/manufacturers/retailers/authorised dealers**, as per the Proforma attached herewith at Annexure-A for awarding rate contract towards supply of Window, Split and Inverter Air Conditioners of **Hitachi, Daikin, Voltas, Blue Star, O-General or any other reputed brand** with 5 Star rating (if not available in 5 Star rating from O.E.M then in that case the rate of highest star may be quoted) **along with wall mounted stabilizers of 4 KVA or 5 KVA** on requirement basis for a period of two years on maximum percentage of discount on prevailing MRP (maximum retail price).

Interested parties, if so desire, may contact Branch Officer, Admn. Materials (Purchase & Stores) at Telephone No. 011-23115941 or can personally visit at Pass Counter Gate No.1, Additional Building Complex, Supreme Court of India, for any clarification before quoting the rates on any working day between 10.30 A.M. and 4.00 P.M. (except Saturdays, Sundays and holidays).

**A. TENDER**

1. The tenderer is required to quote its maximum percentage of discount on prevailing MRP (maximum retail price) as per **Annexure-'A'** enclosed herewith for a period of two years basis. Brochures showing technical specifications may also be attached for technical evaluation. Tenders once submitted will not be allowed to be withdrawn till finalization of the matter.

2. The tender may be sent in three separate sealed envelopes superscribing **(a) 'Earnest Money for awarding rate contract for different type of Air Conditioners with Stabilizers'** **(b) 'Financial Bid for awarding rate contract towards supply of different type of Air Conditioners with Stabilizers'** and **(c) 'Brochures'**, by post sufficiently early so as to reach the Registry within date and time or may be delivered at Counter No. 17 (R&I).
3. The tenderer is expected to examine all the instructions, Proforma's (Annexure 'A'), terms & conditions and specifications in the tender documents. Failing to furnish all information required by the tender document in any respect will be at the tenderer's risk and may result in rejection of the tender.
4. The tender must be received not later than the date & time specified for submitting the same. In case the date of submitting the tender is declared as holiday then the next working day of the Registry will be treated as due date of the Tender.

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

5. **The percentage of discount offered shall be valid for a period of two years from the date of awarding the Tender, keeping in view the escalation in prices. The tenderer shall not be entitled during the said period to revoke or cancel its tender or to vary the tender or any terms thereof. Further, please also note that M.R.P includes all type of taxes & on successful delivery of item, payment shall be made after deducting % of discount from prevailing MRP only.**
6. The tenderers are required to send their Tender along with a Demand Draft of **Rs. 41,000/- (Rupees Forty One Thousand only)** drawn in favour of "The Registrar (Admn.), Supreme Court of India" payable at New Delhi as Earnest Money, (Name of the firm, telephone number and name of the item may be written on the reverse of the Demand Draft). No interest will be payable on EMD. If the firm is exempted from depositing the EMD, a Certificate to this effect has to be submitted along with the tender document.

7. Earnest Money Deposit of unsuccessful tenderers would be returned by way of RTGS/NEFT or cheque after the contract has been finally awarded to the successful tenderers. A copy of cancelled cheque is required to facilitate refund of EMD amount.
8. Hypothetical/conditional tenders shall 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, the tenderer may be debarred to participate in the tender process of the Supreme Court of India.
9. The Registry will deal with the tenderer directly and no middlemen/agents/ commission agents etc. should be asked by the tenderers to represent their cause and they shall not be entertained by the Registry. The tender form is not transferable and agency shall not be permitted to transfer their rights and obligations to any other person/organization or otherwise.
10. Over-writing, over-typing or erasing of the figures which render it doubtful or ambiguous are not allowed and shall render the tender invalid.
11. The tenders shall quote rates both in figures and words with blue/black ball pen. In case of any discrepancy, the figures mentioned in words will be considered.
12. The Registry, in its discretion, reserves the right to reject or accept any or all the tenders, wholly or partly, without assigning any reason thereof.
13. All the pages of tender document submitted therein must be duly signed and stamped failing which the offer shall be liable for rejection.
14. The Registry is not bound to accept the highest discount submitted by any tenderer.
15. The tenderer has to mention its infrastructure and annual business turnover of last 2-3 years.

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 shall be recovered from the tenderer.
17. The price of unit should be quoted separately from stabilizer and the Registry may or may not procure the stabilizer or may procure lesser number of stabilizers.
18. The tenderer has to quote rates of stabilizer of copper wiring only.
19. Registry may purchase Air Conditioner unit and stabilizer from different vendors.

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

20. The tenderers should specifically state whether MRP are inclusive of GST (as applicable) and if it is not, it will be deemed that rates are inclusive of GST.
21. The successful tenderer shall have to deposit **performance security deposit @ 3%** of the total amount of tender by way of Bank Guarantee/Demand Draft drawn in favour of "the Registrar (Admn), Supreme Court of India, New Delhi". The Bank Guarantee/Demand Draft will be released after 60 days from the date of final bill payment and after satisfactory supply of the material, whichever is later.
22. The item(s) should be supplied in original packing, which will be inspected by an Inspection Committee comprising of Senior Officers of the Registry and in case the supply is not found strictly in conformity with the approved samples/specifications, the entire supply will be replaced at the cost of the successful tenderer.
23. The supply of the items as per the required specifications shall require to be **delivered within two days and in emergency the supply has to be made on the same day also at the cost of the dealer** on receipt of the Purchase Order. In case the supply is not made within the stipulated time and the Registry is forced to make alternative arrangement to meet the emergent demand at higher rates, tenderer will be liable to make good the loss due to difference which the Registry may directly deduct from the Bill/Performance Security Deposit.

24. 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.
25. The tenderers shall give an undertaking (as per **Annexure-'B'**) that the Firm/Partners/ Director/ Proprietor has not been blacklisted/ banned by any Government Department/ Public Sector undertaking/ Autonomous Body.
26. The payment will be made only after the complete satisfactory supply is received from the tenderer.
27. The successful tenderer will have to abide by the terms and conditions as may be fixed from time to time by the Registry.
- 28. There shall be no change in the% of discount during the contract period. All orders placed till last date of contract shall have to be completed without fail.**
29. Rates quoted shall include costs of commuting, delivery and no separate travelling charges shall be admissible.

#### **D. PENALTIES**

30. If delivery is not made within the specified date and time and the Registry is required to make purchase from other dealer and in case of higher payments as compared to approved rates the difference will be deducted from the performance security deposited by the tenderer. The Registry reserves the right to recover damages upto the amount of Performance Security in case the quality is low or in case of deficiency of service.
31. Irrespective of the fact as to whether or not the Registry makes purchases from outside, the Registry may impose penalty upto 1% per week subject to maximum penalty of 10% of the total cost for delayed delivery.

32. The Performance Security shall stand forfeited in case of breach of any of the conditions mentioned herein and if the supply of the item is found unsatisfactory/not as per specifications.

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

Interested parties may send their tenders in three sealed envelopes containing (a) 'Earnest Money for awarding rate contract for different type of Air Conditioners with Stabilizers' (b) 'Financial Bid for awarding rate contract towards supply of different type of Air Conditioners with Stabilizers' and (c) 'Brochures', respectively addressed by name to Ms. Padma Sunder, Assistant Registrar (AM) or may be handed over personally to her or may be handed over at Registry's Reception Counter No.17 (R&I) on or before **17.01.2023 upto 3.00 P.M.** which will be opened at 3.30 P.M. on the same day by a Committee of Officers constituted for the purpose before the tenderers or their authorised representatives who may wish to remain present. The tenders received after due date and time **and without Earnest Money (unless exempted)** shall not be entertained. In the first instance, envelopes containing Earnest Money will be opened. Thereafter, the envelope containing tender documents will be opened.

Sd/-  
**(Anil Kumar Sharma)**  
**Additional Registrar (AM)**

**Encls : Annexures 'A' & 'B'**

**Note: The Registry will remain closed from 26.12.2022 to 31.12.2022 for Christmas Holidays.**

ANNEXURE – 'A'**SUPREME COURT OF INDIA  
ADMN. MATERIALS (P&S)****F.No. 1162/AC PUR/2023/SCI(AM)  
Dated: 23.12.2022****Last Date for submission of Tender: 17.01.2023 upto 3.00 PM at Counter No. 17 (R&I)****NOTICE INVITING TENDER  
TOWARDS RATE CONTRACT FOR PURCHASE OF DIFFERENT TYPES OF AIR  
CONDITIONERS WITH 05 (FIVE) STAR RATING ALONG WITH STABILIZERS  
FOR A PERIOD OF TWO YEARS****[ on maximum percentage of discount on prevailing MRP(maximum retail price) ]**

1. Name of the tenderer with address :
2. Name of the Contact Person with Telephone No /Mobile No./Fax No/e-mail ID :
3. GST No. (attach a copy also) :
4. PAN No. (attach a copy also) :
5. Whether all the terms & Conditions of NIT are agreeable : Yes / No
6. FOR- Supreme Court Registry : Yes / No
7. Company Broucher with technical specifications for the model : Submitted / Not Submitted
8. Details regarding Air Conditioners:-

S. No.	Discription of item	Make/Brand of AC	Star Rating of AC	Prevailing M.R.P. in figures	M.R.P. in words	Percentage of discount on prevailing M.R.P.	Warranty Period
1	2	3	4	5	6	7	8
01	Window Air Conditioner 1.5 Ton						
02	Window Air Conditioner 2.0 Ton						
03	Split Air Conditioner 1.5 Ton						
04	Split Air Conditioner 2.0 Ton						

05	Split Inverter Air Conditioner 1.5 Ton						
06	Split Inverter Air Conditioner 2.0 Ton						
07	All Weather (Hot & Cold) 1.5 Ton						
08	All Weather (Hot & Cold) 2.0 Ton						
09	4 KVA Stabilizer with copper wiring (Wall Mounted)						
10	5 KVA Stabilizer with copper wiring (Wall Mounted)						
11	Installation charges per Window Air Conditioner						
12	Installation charges per Split Air Conditioner						
<b>Rates of additional items required during installation of Air Conditioners</b>							
01	Coper pipe with insulation (per mtr)						
02	Three core wire (per mtr.)						
03	Flexible PVC pipe (per mtr.)						
04	Drain pipe (per mtr.)						
05	Condensing Unit Stand						



06	Carpenter work, if required						
07	Any other item, if required						

**Note:- If any Air Conditioner is not available in 5 Star rating from O.E.M then in that case the rate of highest star may be quoted**

9. List of Clientele :

**Signature with date and rubber stamp of the tenderer**

**ANNEXURE -'B'**

**UNDERTAKING**

I/We undertake that (Name of the Firm/Partners/Director/ Proprietor) has not been blacklisted/banned by any Government Department/Public Sector undertaking/Autonomous Body.

Signature of the authorized signatory of the  
Firm/Company/Organization  
Stamp/Seal