#### Supreme Court of India New Delhi

F.No.06/RJC/21/SCI(AM) Dated: 26.06.2021

From: Ashok Kumar

Assistant Registrar (AM)

To,

As per List attached.

Sub: NIT for awarding Rate Contract for Repair and Renovation of High Back
Court Room Chairs of Hon'ble Judges.
Sir/ Madam,

I am directed to enclose herewith Terms and Conditions of NIT dated 08.06.2021 in respect of above cited subject.

You are, therefore, requested to quote your rates as per the Terms and Conditions of NIT dated 08.06.2021 as stated above, addressed to Sh. Anil Kumar Sharma, Additional Registrar (AM), Supreme Court of India, Tilak Marg, New Delhi, by name so as to reach on or before 9th July, 2021 by 3.00 P.M. The tenders will be opened by the Committee of the officers on 9th July, 2021 at 3:30 P.M. before the tenderers or their authorised representatives who may wish to remain present in the Supreme Court Registry. The tenders received after stipulated date / time will not be entertained.

Assistant Registrar (AM)

#### SUPREME COURT OF INDIA (ADMN. MATERIALS BRANCH) (Tilak, Marg, New Delhi-110001)

F.No.6/RJC/2021/SCI(AM) Dated :08.06.2021

# Last date for submission of Tender: 22<sup>nd</sup> June, 2021 upto 3:00 P.M. at Counter No.17 (R&I) For any query please contact at Counter No.41

#### NOTICE INVITING TENDER FOR

# AWARDING OF RATE CONTRACT FOR REPAIR AND RENOVATION OF HIGH BACK COURT ROOM CHAIRS OF HON'BLE JUDGES

Sealed Tenders are invited from Delhi- NCR based reputed firms/partners/ directors/ proprietors on the Proformas attached herewith as **Annexures-'A' 'B' and 'C'** for entering into rate contract for a period of Two Years for Repair and Renovation of High Back Court Room Chairs of Hon'ble Judges in the Registry.

Interested parties, if so desire, may contact Branch Officer, Admn. Materials (P&S) at telephone No.011-23112257 or personally visit at Reception Counter No.26 on any working day between 10:30 AM and 4:00 PM (except Saturdays, Sundays and Holidays) for any further information before quoting the rates.

#### A. TENDER

- 1. Three separate sealed envelopes should be used for submitting (i) Earnest Money, (ii) samples; and (iii) Tender document, superscribing (a) "Earnest Money for Repair and Renovation of High Back Court Room Chairs of Hon'ble Judges"; (b) "Samples for High Back Court Room Chairs of Hon'ble Judges" and (c) "Tender for High Back Court Room Chairs of Hon'ble Judges" on the cover of the respective envelope.
- 2. The tender may be sent by post sufficiently early so as to reach the Registry within time or may be delivered at the Counter No.17 (R&I). If tender is sent through Messenger, an authority letter from the tenderer with proof of identity may also be given to the Messenger, so that he/she could show the same alongwith his/her own identity proof to the Reception Office at the Counter No. 17 (R&I).
- 3. No Earnest Money shall be required from the Tenderers whose names are included in NSIC list or registered in NSIC / Small Scale Industral Unit but the tenderer is required to submit the photocopy of valid certificate along with the tender in place of earnest money.

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tenderer's risk and may result in the rejection of the tender.

- 5. 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 will be treated as due date for submission of the tender.
- 6. Rates quoted in the tender will remain unchanged during the contractual period. Under no circumstances, rate revision will be allowed.

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

- 7. The tenderer is required to quote their lowest rates, GST (with percentage), discounts and details (<u>inclusive of labour and cartage charges</u>) for Repair and Renovation of furniture items, as per the Annexures-'A' and 'B' annexed hereto.
- 8. The tenderers are required to send their Tender along with Demand Draft of Rs.3,500/- (Rupees Three Thousand Five Hundred only) drawn in favour of "The Registrar(Admn.), Supreme Court of India, New Delhi" as Earnest Money by writing the name of the firm, telephone number on the reverse side of the Demand Draft. If the firm is exempted from depositing the EMD, a certificate to this effect has to be submitted along with the tender document.
- 9. 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 tenderer. A copy of cancelled cheque is required to facilitate refund of EMD amount.
- 10. The rates should be valid for a minimum period of 90 days from the date of opening of the Tender. The tenderer shall not be entitled during the said period of 90 days to revoke or cancel its tender or to vary the tender or any terms thereof.
- 11. Hypothetical or conditional Tender will not be entertained. Tender once submitted shall not be allowed to be withdrawn or altered, otherwise appropriate action as may be deemed fit by the Registry will be taken against that Tenderer, including forfeiture of Earnest Money. The tenderer shall be bound by the terms and conditions of the tender. If the tender is withdrawn or altered by the concerned party at any time after it is submitted, appropriate action may be taken.

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- The Registry will deal with the tenderer directly and no middle-men/agents/commission agents etc. should be asked by the tenderers to represent their cause and they will not be entertained by the Registry. The Tender Form is not transferable and the agency shall not be permitted to transfer its rights and obligations to any other person/ organization or otherwise.
  - 13. The tenderer shall give an undertaking (as per Annexure-'C') that the Firm/ Partners/ Director/ Proprietor has not been blacklisted and its business dealings with Central/ State Government/ Public Sector units/ Autonomous bodies have not been banned/ terminated on account of poor performance.
  - 14. The Earnest Money/ Security deposit shall stand forfeited in case of breach of any of the conditions mentioned herein.
  - 15. Over-writing/over-typing or erasing of the figures which render it doubtful or ambiguous are not allowed and shall render the tender invalid.
  - 16. 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 the tenders, wholly or partly, without assigning any reason thereof at any stage of tendering process.
  - 17. The tenderer 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.
  - 18. The tenderers should specifically state whether rates are inclusive of GST (as applicable) and if it is not, it will be deemed that rates are inclusive of GST.
  - 19. All the pages of quotation including the documents submitted therewith must be duly signed and stamped failing which the offer shall be liable for rejection.
  - 20. The Registry is not bound to accept the rates submitted by the lowest tenderer or any other tenderer nor does it undertake to assign any reasons for its decision in this matter.
  - 21. The tenderer should submit proof of his/her domicile in Delhi-NCR along with the address of the office.
  - 22. The firm must possess minimum three years experience in any reputed organization including Government Offices.

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24. During subsistence of contract, in case of breach of any conditions or deficiency in service, the Registry has 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 tenderer.

## C. TERMS AND CONDITIONS FOR SUCCESSFUL TENDERER

- 25. The successful tenderer shall have to deposit Performance Security amount of Rs.5,250/- (Rupees Five Thousand Two Hundred Fifty only) 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 the successful completion of the contractual period or payment of the last bill, whichever occurs later, on written request of the tenderer. If the successful tenderer abandons the contract prematurely, or fails to perform his/her part of contract, the security deposit or any part thereof will be liable to be forfeited.
- 26. The rates so quoted should be valid for a period of **two years** from the date of awarding of contract, as the renovation work of furniture items will be required to be done at different intervals during the contractual period as and when required. Rates quoted shall include costs of commuting and <u>no separate travelling charges</u> shall be admissible.
- 27. The successful tenderer to whom contract is awarded will be required to attend the job howsoever small it may be within 24 hours either on call basis, e-mail or after the receipt of Work Order, whichever is communicated earlier. The person attending the work should be available in the Registry or at the point of location of actual work at short notice.
- 28. There is no assurance regarding the minimum number of chairs to be entrusted at each time and the number of chairs entrusted at a time may vary from time to time. The successful tenderer shall accept the entrustment even if the number of chairs entrusted is considerably low.
- 29. If the renovation/repair work is not possible in the premises of the Registry, the same may be collected from the respective location by the successful tenderer at their workshop and returned back by the tenderer for which no extra charges (cartage etc.) will, however, be payable on this account.

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- The successful 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 etc.
  - 31. The successful tenderer shall undertake/ensure that the character and antecedents of each individual employee deployed by them have been got verified by the Police Authorities and record be maintained to this effect and further shall be verified from time to time.
  - 32. Payment of the work done shall be made on bill basis generally within 15 days from the date of presentation of proper bill with satisfactory report of the concerned officer.
  - 33. The Registry shall have no liability, financial or otherwise, for any harm/damage/injury incurred by the personnel deployed by the successful tenderer in the course of performing of the work. Neither the successful tenderer nor his/her workers shall have any claim on this Registry for compensation or financial assistance on this account.
  - 34. The firm shall be responsible for any injury or accident to the person deployed by them for performing the job.

#### **D. PENALTIES**

- 35. The work executed by the firm should be to the satisfaction of the concerned officer where work has to be executed. If the same is not found satisfactory, the firm will have to do the job again at its own cost. The decision of the concerned officer and of the Registry in this regard will be final and unassailable and binding on the tenderer.
- 36. If the job is not done within the stipulated period and the Registry is forced to get it done from open market at higher rates, the tenderer will have to make payment of the loss caused to the Registry.
- 37. If irrespective of the fact whether the Registry gets the job done or not from outside, a penalty of 1% per week of total cost of delayed job subject to maximum penalty of 10% of the total cost will be deducted from the Bill in respect of the jobs which are not done within the stipulated period (if the delay is due to wilful laches of the tenderer).
- 38. Any loss/damage sustained to the Registry's furniture items etc. will be recovered from the successful tenderer.

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40. In case of default of any conditions stated hereinabove by the successful tenderer during the period of their contract, the security deposit shall stand forfeited without any further notice of opportunity.

#### E. INVITATION OF TENDER

Interested parties may send their tenders in three separate sealed envelopes, one containing (i) Earnest Money, (ii) Samples and (iii) Tender document, superscribing on the envelopes (a) "Earnest Money for Repair and Renovation of High Back Court Room Chairs of Hon'ble Judges", (b) "Samples for Repair and Renovation of High Back Court Room Chairs of Hon'ble Judges" and (c) "Tender for Repair and Renovation of High Back Court Room Chairs of Hon'ble Judges" respectively addressed by name to the undersigned or may be handed over personally at Registry's Reception Counter No.17 (R&I) on or before 22<sup>nd</sup> June, 2021, upto 3.00 P.M. which will be opened on the same day at 3.30 P.M. by a Committee of Officers constituted for the purpose before the tenderers or their authorized representative(s) who may wish to remain present. The tenders received after due date/or time and/or without Earnest Money will not be entertained. In the first instance envelopes containing Earnest Money will be opened and thereafter samples and Tender documents will be opened. If less than three tenders are received, due to inadequate competition, the same may not be opened and more tenders may be called and will be opened later on at the place, date and time to be notified in due course to all the tenderers.

> (Anil Kumar Shama) Additional Registrar (AM) • \$.06.2021

Encls.: Annexures - 'A', 'B' and 'C'.

6 N. / June.

#### ANNEXURE-'A'

#### SUPREME COURT OF INDIA (ADMN. MATERIALS BRANCH)

F.No.6/RJC/2021/SCI(AM) Dated: 08.06.2021

Last date: 22<sup>nd</sup>, June, 2021

#### **PROFORMA**

(To be filled in by the tenderers with reference to Notice Inviting Tender dated 08.06.2021 for Awarding of Contract for Repair & Renovation of High Back Court Room Chairs of Hon'ble Judges)

- 1. Name of the tenderer with address: Name of the contact person with 2. Mobile / Fax / Telephone No. (s) : 3. Fax No./E-mail ID Goods and Services Tax Number 4. (with copy) 5. Pan Card No. (with copy) 6. Whether all the terms & conditions of the N.I.T. are agreeable Details of past experience in the field: 7.
- 8. Details of important clients with Contact Nos.
- 9. Whether Annexure- 'C' filed:

Signature with date and Rubber Stamp of the tenderer

F.No.6/RJC/2021/SCI(AM) Dated: 08.06.2021

#### Last date: 22th June, 2021

#### **PROFORMA**

(To be filled in by the tenderers with reference to Notice Inviting Tender dated 08.06.2021 for Awarding of Contract for Repair & Renovation of High Back Cour Room Chairs of Hon'ble Judges)

#### Rates:

S.No.	JOB DESCRIPTION	Qty.	Rate (Rs.) (in Words and figures)
	COMPLETE RENOVATION OF CHAIR (WITH Polinchusive of rubber seat pencil hole (ISI mark) (4" density) (ISI mark), Adhesive, markin, Tat, niwar, of charges for replacement of fabric whatever required Hard Board (if required).	height), U-to anvas. nails	shoe, etc. inclusive of labour
1	High Back Court Room Chair (with handrest)	Each	
В.	Misc. ITEMS		
1	Wheels (steel)	Each	
2	Velvet Fabric (Maroon Colour)	Per Mtr.	
3	Cotton mix Terrycot fabic (Maroon Colour)	per Mtr.	
4	Labour Charges Stitching of Loose handrest covers	Per pair	
5	Labour Charges only for change of Fabric	Per chair	
6	Extra Seat cushion (as per existing) (with labour charges)	each	
7	Extra Back Cushion (as per existing) (with labour charges)	each	

C. Samples to be Enclosed:

S.No.	Samples to be Enclosed	Whether Sample enclosed
1	Rubber seat Pencil Hole & (ISI mark) in the size of 21"x22"x4" (as sample)	d.
2	U-foam of 23mm (ISI Mark) (40 Density) (Feather make)	1.11
3	Velvet Fabric (Maroon Colour)	
4	Cotton With Terrycot Fabric (Maroon Colour)	
	Niwar	
6	Tat	
7	Canvas	

Note: Label the names of all items on its respective samples (with firm's name).

- (D) GST (with percentage), if any:
- (E) Discounts, if any:

Signature with date and Rubber Stamp of the tenderer

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#### UNDERIMINIO

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 with rubber stamp)

Date:

Place:

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