

**SUPREME COURT OF INDIA**  
**ADMN. MATERIAL (P&S)**  
**Tilak Marg, New Delhi-110001**

F.No.93/Carpets/19/SCI (AM)  
Dated: 24.10.2019

**Last date: 13<sup>th</sup> ,November, 2019**

**NOTICE INVITING TENDER**  
**FOR**  
**AWARDING OF CONTRACT FOR PROVIDING & FIXING OF CARPETS**

Sealed Tenders are invited, on the Proformas attached herewith as **Annexures-'A', 'B' and 'C'** for entering into rate contract/ undertaking for a period of **Two Years** for awarding of Contract for providing & fixing of 1250 gsm. 100% wool cut pile carpet of 'Sable' colour and also of different plain colours carpets in the Registry, at the Residential Offices and Chambers of Hon'ble the Chief Justice of India/ Hon'ble Judges, Chambers of Ld. Secretary General and Registrars, E-Committee office and Guest House/Rooms. The residential offices of Hon'ble Judges/ Guest House and E-Committee office are located within a radius of 3-4 kilometers from the Supreme Court and they are maintained from there itself, as and when required.

For any details in respect of above, interested parties may visit the Registry by contacting Branch Officer (AM), Supreme Court of India (Tel.: 23112257, 23111403, 23388745) on any working day between 10:30 A.M. to 4:00 P.M. (except Saturdays and Holidays).

**A. TENDER**

1. Three separate sealed envelopes should be used for submitting (i) Tender document, (ii) Samples and (iii) Earnest Money superscribing on the respective envelopes (a) Tender for awarding the contract of providing & fixing of carpet, (b) Sample of carpet of 'Sable' colour (measuring 6"X6"), and other plain colours and (c) Earnest Money for awarding the contract of providing & fixing of carpet.
2. The tender may be sent by post sufficiently early so as to reach the Registry within the stipulated date and time, or may be delivered to the undersigned. If tender is sent through Special Messenger, an authority letter from the

tenderer with proof of identity may also be given to the Messenger so that he could show the same alongwith his own identity proof to the Reception Officer at Reception Counter No.42.

3. The bidder is expected to examine all the instructions, Proformas' terms & conditions and specifications in the bidding documents. Failing to furnish all information required by the bidding document in every respect will be at the bidder's risk and may result in rejection of the bid.
4. The bid must be received not later than the date & time specified for submitting the same. In case the date of submitting the tender is declared a holiday by the Govt. of India then next day will be treated as due date of the tender.
5. The 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**

6. The tenderers are required to quote their lowest rates, GST (with percentage), discounts and details (inclusive of labour) for providing and fixing of 1250 gsm, 100% wool cut pile carpet of 'Sable' colour and also of different plain colour carpets.
7. The tenders are required to send their tender along with a **Demand Draft of Rs.6,500/- (Rupees Six Thousand Five Hundred Only) drawn in favour of "The Registrar (Admn.) Supreme Court of India" payable at New Delhi as Earnest Money**, which will be refunded to the unsuccessful tenderers after awarding of the contract. **Name of the firm and telephone number** may be written on the reverse side of Demand Draft. If EMD is exempted, Certificate has to be submitted alongwith the tender documents.
8. Earnest Money Deposit of tenderers would be returned by way of RTGS/ NEFT after the contract has been finally awarded to the successful tender. A copy of cancel cheque is required to facilitate the refund of EMD amount.

9. The rates will be valid for 60 days from the date of opening of tender. The tenderer shall not be entitled during the said period of 60 days to revoke or cancel its tender or to vary terms thereof.
10. 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, the tenderer may be debarred to participate in the tender process of the Supreme Court.
11. The Registry will deal with the tenderer directly and no middlemen/ commission agents etc. should be asked by the tenderer to represent the cause and they will 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/organisation or otherwise.
12. It is made clear that if the services rendered by the firm are not found satisfactory at any time during the period of contract, the contract is liable to be cancelled without any notice subject to the terms and conditions of the tender.
13. Rates for supply and fixing **with labour and cartage charges** of carpet are required to be submitted in the format as per Annexures-'A' and 'B' for two years. The rates shall remain in force for the entire period of contract unless it is terminated.
14. Over-writing/over-typing or erasing of the figures which render it doubtful or ambiguous are not allowed and shall render the tender invalid.
15. The Registry, in its discretion, reserves the right to make any change, at any time, in the terms and conditions of the NIT and accept or reject any or all tenders, partly or completely, at any time without assigning any reason therefor.
16. All the pages of quotations including the documents submitted therein must be duly signed and stamped failing which the offer shall be liable for rejection.
17. It is not binding to accept the lowest tender.

18. Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited.
19. The tenderer should submit proof of his domicile in Delhi city along with address of the office.
20. The tenderer should have a well established workshop & possess minimum three years' experience, including Government Offices, Parliament, President House, High Court etc.
21. During the subsistence of contract, in case of breach of any conditions or deficiency in services, the Registry 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 tenderer.

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

22. The successful tenderer shall have to deposit Performance Security amount of **Rs.30,000/- (Rupees Thirty Thousand Only) by way of Bank Guarantee** drawn in favour of "The Registrar (Admn.), Supreme Court of India," which will be refunded after two months of the successful completion of the contractual period or payment of the last bill, whichever occurs later, on written request of the tenderer.
23. The rates should be valid for a period of **Two Years** from the date of approval of rates and work 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 no separate travelling charges shall be admissible.
24. The successful tenderer will have to abide by the terms and conditions as may be fixed from time to time by the Registry.
25. The successful tenderer to whom contract is awarded shall be required to attend the job within 24 hours either on call basis or after the receipt of work order by post, through e-mail or fax, whichever is communicated earlier.
26. In case the carpet is required to be laid at the residential office of any

Hon'ble Judge, the contractor will be required to submit a small piece of carpet so laid by him duly certified by the AR-cum-PS to the Hon'ble Judge along with the pre-receipted bill in triplicate. In case of the other location the material so supplied & laid will be inspected by an Inspection Committee comprising of senior officers of the Registry. In case the supply is not found in conformity with the approved sample, the same will be liable to be rejected and will be required to be replaced with the supply exactly commensurate with the approved sample. The decision of the Registry in this regard will be final, unassailable and binding on the contractor.

27. Any loss or damage caused to any of the Registry's item by the successful tenderer while doing/performing the job will be recovered from the successful tenderer and the decision of the Registry in this regard will be final and unassailable.
28. The Registry shall have no liability, financial or otherwise, for any harm/damage/injury incurred by the manpower deployed by the contractor in the course of performing of the work. Neither the Contractor nor his workers shall have any claim on this Registry for compensation or financial assistance on this account.
29. The work executed by the firm should be to the satisfaction of the concerned officer where work was 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.
30. Payment of the work done shall be made on bill basis generally within 15 days from the date of the presentation of proper bill with satisfactory reports from the users.
31. The tenderer shall give an undertaking (as per annexure 'C') that the Firm/ Partners/ Director/ Proprietor has not been blacklisted and their business dealings with Central/ State Government/ Public Sector Units/ Autonomous Bodies have not been banned/ terminated on the account of poor performance.

#### **D. PENALTIES**

32. In case the successful bidder backs out and/or fails to take up the job, under the contract, the Earnest Money/Performance Security will be forfeited by the Competent Authority.
33. Irrespective of the fact whether the Registry gets the job done or not from the open market, a penalty upto 1% **per week** for value of delayed job may be deducted from the Bill in respect of the jobs which are not done within the stipulated period, if the delay is attributable to the wilful laches of the tenderer.
34. Even after awarding the said contract, the Registry reserves the right to terminate the same, if the services of the Contractor are not found satisfactory and to entrust the work to another, and to recover from the Contractor, the loss if any, sustained to the Supreme Court.
35. If the work is not done by the Contractor within stipulated period and the Registry is forced to get it done at higher rates, the difference will be deducted from the bill of the successful Tenderer.
36. If at any stage, it is found that the performance, quality of the material is not satisfactory, the contract will be liable to be terminated without any notice and performance security shall be forfeited.
37. The successful tenderer will be obliged to attend to the work as per the requirement and the Performance Security shall stand forfeited in case of breach of any of the conditions mentioned herein and if the services of the contractor are found unsatisfactory.

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

Interested parties may send their Tenders in three separate sealed envelopes containing (i) Tender Document, (ii) Samples and (iii) Earnest Money superscribing on the respected envelopes (a) "Tender for awarding the contract of carpet", (b) "Sample of carpet of 'Sable ' colour" (measuring 6"X6") and other plain colours, and (c) "Earnest Money for awarding the contract of

providing & fixing of carpet”, addressed by name to the undersigned as to reach on or before **13<sup>th</sup> November, 2019** upto 3:00 P.M. which will be opened on the same day at 3:30 P.M. in the Registry by a Committee of Officers of the Registry in the presence of the tenderers or their authorized representatives who may wish to remain present there at that time. The tenders received after due date and/or time and/or without earnest money will not be entertained. In the first instance, envelopes containing Earnest Money and thereafter, Envelopes containing Samples, then tenders respectively will be opened.

-sd-  
(B.L.N. Achary)  
Additional Registrar(AM)  
24.10.2019

**Encl.: Annexures-'A', 'B' and 'C'**

**Note: Registry will remain closed during Diwali holidays, w.e.f. 28.10.2019 to 02.11.2019.**

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

F.No.93/Carpets/19/SCI (AM)

Dated: 24.10.2019

**Last date: 13<sup>th</sup> November, 2019**

**PROFORMA**

(To be filled in by the tenderers with reference to Notice Inviting Tender dated 24.10.2019 for Awarding of Contract for Providing & Fixing of 1250 gsm. 100% wool cut pile carpet of 'Sable' colour and also of different plain colours carpet):

1. Name of the tenderer with address :
  
2. Name of the contact person with  
Mobile / Fax / Telephone No. (s) :
  
3. Fax No./E-mail ID :
  
4. GST No. (with copy) :
  
5. Pan Card No. (with copy) :
  
6. Whether all the terms & conditions of  
the N.I.T. Are agreeable :
  
7. Details of past experience in the field:
  
8. Details of important clients with Contact Nos.:
  
9. Declaration regarding black listing or otherwise:

Signature with date and  
Rubber Stamp of the tenderer



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<b><u>S.No.</u></b>	<b><u>Description of Items</u></b>	<b><u>Rates (Rs.)</u></b>
1	Providing and fixing of 1250 gsm. 100% wool cut pile carpet <b>(per Sq. Mtr.)</b>	
2	Underlay of PU Foam of 8mm <b>(Per sq. Mtr.)</b>	
3	Laying/Fixing charges <b>(Per Sq. Mtr.)</b>	
4	Minor Repair (cutting/pasting/edging etc.) <b>(per running mtrs.)</b>	

*\*Note: All rates should be inclusive of labour/cartage charges.*

Period of Warranty/Guarantee :

GST with percentage :

Whether Sample of 100% wool cut pile carpet of '**Sable**' colour carpet enclosed :

Signature with date and  
Rubber Stamp of the tenderer

**ANNEXURE-'C'**

**UNDERTAKING**

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

Signature of the authorized  
signatory of the Firm/ Company/  
Organization/ Official stamp/ seal

Date:

Place: