

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

F.No.127/KD\_FS/17/SCI(AM)

New Delhi, dated the 1<sup>st</sup> September, 2017

Last date for submission of Tender is

22-09-2017 upto 03:00 p.m.

**NOTICE INVITING TENDER FOR SUPPLY OF**  
**KHADI DUSTER**

Sealed tenders are invited, on the Proforma attached herewith for the supply of good quality of **Khadi Dusters** in the size of 34"x34" with +/- 5% variation. At present approximate requirement is for 1800 Dozen Khadi Dusters which may vary at the time of placing the order.

Any inquiry regarding aforesaid matter can be made by contacting Branch Officer, Admn. Materials (Purchase & Stores), Telephone No. 23388745, 23111403, 23112257 or can personally visit Registry's Reception Counter No. 37 near PRO Office for seeing the sample or for any clarification before quoting the rates on any working day between 10.30 A.M. to 4.00. P.M. except Saturday/ Sunday / Holiday.

**A. TENDER**

1. Three separate sealed envelopes should be used for submitting (a) Earnest Money, (b) Sample and (c) Tender Document superscribing **(a) Earnest Money for Khadi Duster (b) Sample of Khadi Duster and (c) Tender Document of Khadi Duster** 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 to the undersigned. 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 could show the same along with his own identity proof to the Reception Officer at Reception Counter No.37 for issuance of Entry Pass.

3. The tenderers are expected to examine all the instructions, Proforma's 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 the 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 will be declared as holiday by the Govt. of India then next day will be treated as due date of Tender.

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

5. The tenderers are required to quote their lowest rates on the **Annexure 'A'** enclosed herewith alongwith sample of the item mentioning therein Rate per Dozen of Khadi Duster, delivery period, discount on bulk purchase and percentage of GST.
6. The tenderers are required to send their tender alongwith a **Demand Draft of Rs.8000/- (Rupees Eight thousand only)** drawn in favour of 'The Registrar (Admn.), Supreme Court of India' as **Earnest Money**, which will be returned to unsuccessful tenderers on their written request only after the finalization of the tender . **Name of the firm, telephone number and name of the item** to be supplied may be written on the reverse side of the Demand Draft. No interest will be payable on EMD.
7. The rates should be valid for a minimum period of 120 days from the date of opening of Tenders. The tenderer after submitting his tender, shall not rescind his offer or modify the terms and conditions thereof in any manner, else the EMD shall be forfeited and the tenderer shall be blacklisted.

8. Hypothetical or conditional tenders 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.
9. The Registry will deal with the 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. 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. The Bidder shall give an undertaking ( as per Annexure B) 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.
11. Over-writing/over-typing or erasing of the figures which render the Tender doubtful or ambiguous are not allowed and shall render the tender invalid.
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 therefor.
13. 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.
14. The Registry is not bound to accept the rates submitted by the lowest or any other tenderer nor does it undertake to assign any reasons for its decision in this matter.

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

15. The successful tenderer shall have to give performance security deposit @ 10% of total amount of the Purchase Order (after adjusting the E.M.D. Amount of Rs.8,000/- already deposited alongwith the Tender) within one week from the receipt of the Purchase Order. The security deposited will be refunded after 60 days from the payment of final bill on written request of the tenderer and after satisfactory supply of the material.
16. The material supplied 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 sample/specifications, the same will liable to be rejected and the entire supply will have to be replaced with the quality exactly commensurate with the approved sample/specifications at the cost of the tenderer. The decision of the Inspection Committee in this regard shall be final.
17. The supply of the material as per the required specifications/samples shall required to be made **within 30 days** in the Registry (F.O.R. Destination) on receipt of the Purchase Order; otherwise the security Deposit may be forfeited alongwith any other action as may be deemed appropriate by the Registry. Non availability of raw material shall not be accepted as a ground for delay in supply and shall equally be penalised.
18. The payment will be made only after the full supply is received and accepted as per approved sample/specifications. No part payment or advance payment will be made.

### **D. PENALTIES**

- 19.1 If delivery is not made in time and the Registry is required to make purchase from outside at higher rates, the loss sustained will be deducted from the E.M.D./Performance Security of the Tenderer.

- 19.2 Irrespective of the fact as to whether or not the Registry makes purchases from outside, the Registry may impose penalty upto 1 % per week of total cost of delayed articles, if the delay is due to willful laches or negligence on the part of tenderer, and if it causes financial loss or inconvenience to the Registry.
- 19.3 In case of short supply/rejection of item, the items are to be replenished within the time stipulated in the supply order/Two days respectively otherwise, penalty @ 1% will be levied.
- 19.4 If the successful Bidder fails to fulfill his obligations, non adherence to terms and conditions, Registry after due notice to the supplier may blacklist the firm and the EMD/Performance Security shall be forfeited .

..... Continued on page no. 6/10

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

Interested parties may send their lowest sealed tender in three separate sealed envelopes containing (i) Earnest Money, (ii) Sample and (iii) Tender Document superscribing (a)“**Earnest Money For KHADI DUSTER** ”, (b) “**Sample of KHADI DUSTER** ” and (c) “**Tender Document of KHADI DUSTER**” on the cover of each envelope respectively addressed by name to the undersigned or may be handed over personally to Registry's Reception Counter No. 37 near PRO Office on or before **22-09-2017** 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/or time and/or without Earnest Money and/or without Samples will not be entertained. In the first instance, envelopes containing Earnest Money, will be opened, thereafter, the Envelopes containing samples will be opened, and if samples of the tenderers are found to be as per requirement, only then the Envelopes containing Tenders will be opened.

**Encl: Annexure 'A' & Annexure 'B'**

Sd/-  
(Neena Ahuja)  
Deputy Registrar (AM)

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

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New Delhi, dated the 1<sup>st</sup> September, 2017

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**PROFORMA****TO BE FILLED BY THE TENDERER WITH REFERENCE TO THE**  
**NOTICE INVITING TENDER FOR SUPPLY OF**  
**KHADI DUSTER**

1. Name of the Tenderer :  
with Address
2. Name of the Contact Person :  
with Telephone/Mobile No./Fax No./e-mail ID
3. Traders Identification Number :  
(Attach documentary proof)
- 3A. PAN number :  
(Copy to be attached)
- 3B. GST Registration Number :  
(Copy to be attached)
4. Details of Rates :

S.No.	Name of the Item	Rate in Rs. per Dozen + GST%
1.	Khadi Duster in the size of 34"x34"	

5. Whether EMD enclosed : DD No. \_\_\_\_\_ Dt.
6. Discount on bulk purchase :
7. F.O.R. Supreme Court Godown :
8. Undertaking of Non-blacklisting to be attached

Dated :

Signature  
with stamp



ANNEXURE 'B'

UNDERTAKING

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

Signature of the authorised  
signatory of the firm/company/  
organisation/Official Stamp/Seal.

Date:

Place: