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

F.No.93/Carpets/19/SCI (AM) Dated: 19.02.2022

Last date for Submission of Tender : 11th March, 2022 upto 3:00 <u>P.M. at Counter No.17 (R&I)</u> <u>For any query please contact at Counter No.26</u>

NOTICE INVITING TENDER <u>FOR</u> AWARDING OF RATE CONTRACT FOR PROVIDING & FIXING OF CARPETS

Sealed Tenders are invited from Delhi-NCR firms, on the Proformas attached herewith as **Annexures-'A', 'B' and 'C'** for entering into rate contract for providing & fixing of 3750 gsm. Handmade 2 Ply Polyester Yarn welcome-maroon colour & also of other different colour carpet and 1250 gsm. 100% wool cut pile carpet of '*Sable*' colour and also of different plain colours carpets for a period of **Two Years** and for minor repair, laying/fixing, PU foam, Backing, etc for a period of **Five Years** 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 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. At present approx. 3500 sq.ft. carpet having 3750 gsm is required and approx. 125 sq. mtr. carpet having 1250 gsm will be required during rate contract.

Interested parties, if so desire, may contact Branch Officer, Admn. Materials (P&S) at telephone No.011-23115941 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) Tender

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document, (ii) Sample of 3750 gsm. Hand made 2 Ply Polyester Yarn welcome-maroon colour carpet with anti-skid backing and sample of 1250 gsm. Sable colour carpet with PU foam and (iii) Earnest Money superscribing on the respective envelopes (a) Tender for awarding the rate contract of providing & fixing of carpet, (b) Samples of carpets (c) Earnest Money for awarding the rate contract of providing & fixing of carpet.

- 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 could show the same alongwith his 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/MSME but the tenderer is required to submit the photocopy of valid certificate alongwith the tender in place of earnest money.
- 4. The tenderers are expected to examine all the instructions, Proformas 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.
- 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 will be declared as holiday by the Government of India then the next working day will be treated as due date of the tender.
- 6. 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

7. The tenderers are required to quote their lowest rates, GST (with percentage), discounts and details (inclusive of labour) for providing & fixing of 3750 gsm. Hand made 2 Ply Polyester Yarn welcome-maroon

colour & also of other different colour carpet and 1250 gsm. 100% wool cut pile carpet of '*Sable*' colour and also of different plain colours carpets as per the Annexures-'A' and 'B' annexed hereto.

- 8. The tenders are required to send their tender along with **Demand Draft of Rs.25,000/- (Rupees Twenty Seven Thousand Only)** for providing and fixing of 3750 gsm. Hand made 2 Ply Polyester Yarn welcome-maroon colour carpet and **Demand Draft of Rs.3,500/- (Rupees Three Thousand Five Hundred Only)** for providing and fixing of 1250 GSM 100% wool cut pile sable and other plain colour carpet respectively **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 along with the tender documents.
- 9. 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 canceled cheque is required to facilitate the 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.
- 12. 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 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 the account of poor performance.
- 14. 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.
- 15. The Earnest Money/ Security deposit shall stand forfeited in case of breach of any of the conditions mentioned herein
- 16. 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 and five years. The rates shall remain in force for the entire period of contract unless it is terminated.
- 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.
- 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. Over-writing/over-typing or erasing of the figures which render it doubtful or ambiguous are not allowed and shall render the tender invalid.
- 20. 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.

- 21. 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.
- 22. 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.
- 23. 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.
- 24. The tenderer should submit proof of his domicile in Delhi-NCR alongwith address of the office.
- 25. The firm must possess minimum three years experience in any reputed organization including Govt. Offices.
- 26. 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

27. The successful tenderer shall have to deposit Performance Security for providing and fixing of 3750 gsm. Hand made 2 Ply Polyester Yarn welcome-maroon colour carpet and for providing and fixing of 1250 GSM 100% wool cut pile sable and other plain colour carpet for a amount of Rs.40,000/-(Rupees Forty Thousand only) and Rs.5250/- (Rupees Five Thousand Two Hundred Fifty Only) respectively by way of Bank Guarantee/ Demand Draft drawn in favour of "The Registrar (Admn.), Supreme Court of India," which 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 part of contract, the

security deposit or any part thereof will be liable to be forfeited

- 28. The rates should be valid for a period of **Two Years** for providing carpets and for a period of **Five years** for minor repair, laying/fixing, PU foam, Backing, etc, 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 <u>no separate</u> <u>travelling charges</u> shall be admissible.
- 29. The successful tenderer will have to abide by the terms and conditions as may be fixed from time to time by the Registry.
- 30. 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.
- 31. 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 DR/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.
- 32. 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.
- 33. 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

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workers shall have any claim on this Registry for compensation or financial assistance on this account.

- 34. 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.
- 35. 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.

D. PENALTIES

- 36. 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.
- 37. If Irrespective of the fact whether the Registry gets the job done or not from the 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. 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 Registry of the Supreme Court of India.
- 39. 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.
- 40. 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.

41. 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) Sample of 3750 gsm. Hand made 2 Ply Polyester Yarn welcome-maroon colour carpet with anti-skid backing and sample of 1250 gsm. Sable colour carpet with PU foam and (iii) Earnest Money superscribing on the respected envelopes (a) "Tender for awarding the rate contract for providing and fixing of carpets", (b) "Sample of carpets (c) "Earnest Money for awarding the rate contract of providing & fixing of carpet or Exemption Certificate", addressed by name to the undersigned as to reach on or before **11th March, 2022** 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/-(Anil Kumar Sharma) Additional Registrar(AM)

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

Annexure-'A'

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

F.No.93/Carpets/19/SCI (AM) Dated: 19.02.2022

Last date: 11th March, 2022

<u>PROFORMA</u>

(To be filled in by the tenderers with reference to Notice Inviting Tender dated 19.02.2022 for Awarding of Rate Contract for Providing & Fixing of 3750 gsm. Hand made 2 Ply Polyester Yarn welcome-maroon colour carpet and providing and fixing of 1250 gsm. 100% wool cut pile carpet of 'Sable' colour and other plain colour carpet):

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- 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:

10. Whether Sample of carpet enclosed (Yes/No)

1	3750 GSM 2 Ply Polyester Handmade welcome- maroon colour carpet (1ft. x 1ft.)	
2	1250 gsm. 100% wool cut pile carpet of 'Sable' colour carpet (1ft. x 1ft.)	

Signature with date and Rubber Stamp of the tenderer

Annexure-'B'

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

F.No.93/Carpets/19/SCI (AM) Dated: 19.02.2022

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PROFORMA

(To be filled in by the tenderer with reference to Notice Inviting Tender dated 19.02.2022 for Awarding of Rate Contract for Providing & Fixing of 3750 gsm. Hand made 2 Ply Polyester Yarn welcome-maroon colour carpet and providing and fixing of 1250 gsm. 100% wool cut pile carpet of 'Sable' colour and other plain colour carpets):

<u>S.</u> <u>No.</u>	Description of Items	<u>Rates (Rs.) for two years</u>			
1	Providing and fixing of 3750 gsm. Handmade 2 Ply Polyester Yam welcome-maroon colour carpet (per Sq. ft.)				
2	Providing and fixing of 3750 gsm. Handmade 2 Ply Polyester Yam welcome-maroon colour carpet (per Sq. ft.) in buy back of existing old 1250 gsm wool cut pile maroon colour carpet having cotton cloth backing				
3	Providing and fixing of 1250 gsm. 100% wool cut pile carpet (per Sq. Mtr.)				
S. No.	Description of Items	<u>Rates (Rs.)</u> for two years	<u>Rates</u> (Rs.) for <u>third</u> year	<u>Rates</u> (Rs.) for fourth year	<u>Rates</u> (Rs.) for fifth year
4	Underlay of PU Foam of 8mm (Per sq. Mtr.)				
5	Laying/Fixing charges (Per Sq. Mtr.)				
6	Cotton Cloth Third Backing with Latex (Per Sq. Mtrs.)				
7	Anti Skid backing (Per Sq. ft.)				
8	Minor Repair (cutting/pasting/edging etc.) (per running mtrs.)				
9	Edge Binding (per running mtrs.)				

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

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Period of Warranty/Guarantee

GST with percentage

Signature with date and Rubber Stamp of the tenderer

ANNEXURE-'C'

<u>UNDERTAKING</u>

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: