SUPREME COURT OF INDIA
ADMN. MATERIAL BRANCH

SPEED POST

LAST DATE OF TENDER : 15.th June, 2015

F.NO. Vendors/15/SCI(AM)
DATED: 25.th May, 2015

NOTICE INVITING TENDER FOR SELECTION OF VENDORS FOR INSTALLATION OF TEA/ COFFEE VENDING MACHINES AND SOFT DRINK REFRIGERATOR.

Sealed tenders are invited as per proforma (Annexure 'A') for SELECTION OF VENDORS FOR INSTALLATION OF TEA/ COFFEE VENDING MACHINES AND SOFT DRINK REFRIGERATOR required to be installed at three locations in and around the Supreme Court Premises.

Interested parties, if they so desire, may contact Mr. T.D. Pant, Branch Officer, Admn. Material Branch (Tel. 23388745, 23112257, 23111403) on any working day between 10.30 AM to 4.30 PM and upto 12.00 noon on Saturday for further information before quoting the rates.

A. TENDER

1. A Sealed envelope should be used for submitting Tender document superscribing "SELECTION OF VENDORS FOR INSTALLATION OF TEA/ COFFEE VENDING MACHINES AND SOFT DRINK REFRIGERATOR" at the following locations in Supreme Court Premises with adequate manpower for operating the machines:

   i) Supreme Court Museum {Tea/ Coffee Vending Machine along with Soft Drink Refrigerator(Visi Cooler)} - A Porta Cabin will be provided.

   ii) Supreme Court Dispensary {Tea/ Coffee Vending Machine} - area 2.5' X 3'.

   iii) Near Lift no. 8 (next to Court No. 10)-{Soft Drink Refrigerator (Visi Cooler)} - area 2.5' X 3'.

25.5.2015

2. The successful tenderer shall have to pay minimum monthly licence fee of Rs. 3,750/- + Water Charges at the flat rate of Rs. 280/- p.m. + Service Tax for vending machine/machines near Museum and Court No. 10. For vending machine inside the Dispenary, besides above - said charges, the tenderer shall have to pay service & Maintenance charges @ 37% of the monthly licence fee. For electricity charges, the tenderer shall have to pay the same as per actual consumption at NDMC rates as per the Electricity Meter to be got installed by the tenderer. The tea vending machine shall have to be installed in an area of 2.5' x 3' whereas Tea and Soft Drink Vending Machne near Museum shall have to be installed inside a Porta Cabin and in an area of 2.5'x3' near Court No. 10".

3. The Licensee shall carry on the business from 10.00 A.M. To 5.00 P.M. Subject to change from time to time co-terminus with the working of the Registry.

4. The tea of 'Taj Mahal/ Tata/ Goodrich ' brand and the coffee of 'Nescafe/ Bru' brand has to be used by the vendor of tea/ coffee vending machine.

5. The tender may be sent by post sufficiently early so as to reach the Registry within time, or may be delivered to R & I Branch of the Registry through the Reception Office of the Supreme Court of India and 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 can show the same along-with his own identity proof to the Reception counter at the time of opening of Tender.

B. TERMS AND CONDITIONS OF TENDER

6. Documents to be submitted along with the application :
   (i) Copy of Certificate of Incorporation (in case of companies registered under the Companies Act, 1956)/ Registration Certificate (in case of partnership firms and proprietary concerns)
   (ii) Copy of Memorandum and Articles of Association (in case of companies

25.5.2015

registered under the Companies Act, 1956)/ Partnership Deed (in case of partnership firms).

(iii) Copies of Tax Returns filed for last 3 years.

(iv) Two references from organisations to whom supplies are currently made.

(v) Copies of audited Balance Sheets for the years 2012-13, 2013-14 & 2014-15.

7. Intending applicants will have to satisfy the Registry with documentary evidence in support of their possessing required eligibility and in the event of their failure to do so the Registry reserves the right to reject their application.

8. The vendor shall be responsible for and make good any loss or damage, caused by any act or default, on their part or on the part of their employees to the Registry's property.

9. While deciding upon the selection of supplier, emphasis will be given on the ability and competence to good quality and service.

10. The suppliers shall ensure uninterrupted supplies taking into account the holidays followed by the Registry. In the event of poor/ deficient service the Registry reserves the right to terminate forthwith the arrangement with the suppliers.

11. The application form shall be signed by a person on behalf of the organisation who is duly authorised to do so.

12. Application containing false or inadequate information is liable for rejection.

13. The vendor shall provide a list alongwith police verification, two passport size photographs of all the personnel so deployed in the Supreme Court of India including additions/changes well in time, giving following details:

(a) Father's Name
(b) Permanent Address
(c) Local Address
(d) Gender
(e) Age/Date of Birth
(f) Recent Photograph

25.5.2015

14. The tenderer shall verify that the personnel deputed in the Registry are of good character and no criminal record is against of the person and also submit the certificate in this regard. For the purpose of proper identification of the personnel of the contractor deployed for the work, he/ she shall issue identity cards bearing their photographs/ identification etc. and such employees shall display their identity cards at the time of duty.

15. The contract is initially for a period of one year from the date of agreement. However, if the services of the vendors are found to be satisfactory by this Court, this could be extended on the terms and conditions as may be deemed fit by this Court.

16. The Tenderers are required to quote rate per location for the above mentioned items mentioning delivery period etc. as per **Annexure-'A'** enclosed.

17. The rates should be valid for a minimum period of 90 days.

18. Hypothetical or conditional Tender 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, appropriate action may be taken.

19. Overwriting/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 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.

21. The Registry in its discretion, reserves the right to reject or accept the tenders, partly or completely, at any time without assigning any reason therefor.

25.5.2015

C. TERMS AND CONDITIONS FOR SUCCESSFUL TENDERER

22. The successful tenderer shall have to give security deposit amount of Rs. 6000 /- by way of Demand Draft drawn in favour of "The Registrar Supreme Court of India" valid upto the contract period. This deposit of Rs. 6000 /- already made by the licensee will be treated as security deposit without interest for due observance of the terms and conditions of this Licence Deed. The security deposit is liable to forfeiture for adjustment of dues payable under this licence or for defraying the loss or damage to the property or building of Supreme Court. The security deposit will be refundable at the end of two months after successful completion of the period of licence.

23. Maintenance should be taken up periodically by the vendor.

24. The quantity of Coffee/ Tea and other beverages proposed to be served should of 130 ml per cup.

25. The Coffee/ Tea shall be fresh, whole-some and of good quality of their respective kind and obtained from reputed/ approved sources. The Licensor or his nominee shall have the right to stop the sale or destroy the same exposed for sale in the said premises which is not considered of requisite standard or is otherwise found unfit for human consumption.

26. Sufficient stocks of all the varieties of beverages offered in the quotation should be maintained and supplied by the vendor as per demand.

27. That the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the Registry shall accrue/arise implicitly or explicitly. It will be the responsibility of the Contractor to ensure that no liability on this count should devolve on the Registry in

25.5.2015

respect of workers deployed by him.

28. The Licence shall be subject to such other terms, conditions and instructions as may be issued by the Registrar, Supreme Court of India, from time to time in this behalf.

29. The person running the Tea/ Coffee Vending Machine/ Soft Drink Refrigerator appointed by the Licensee shall in no circumstances claim to be an employee of the Licensor.

30. The Licensee shall abide by all the laws for the time being in force including the Municipal Bye-laws relating to the sale of drinks and would obtain the necessary licence from the Competent Authority and shall also pay the applicable taxes.

31. The permission so granted by the Licensor for the said period will not confer on the Licensee any right or interest of any kind on the said space. The Licensee shall use the said space exclusively for the specified purpose of running the Tea/ Coffee Vending Machine / Soft Drinks Refrigerator only.

32. The possession of the space permitted to be used by the Licensee shall always continue to vest in the Licensor and the Licensee shall hve no right, title or interest in it.

33. The Licensee shall not sublet, mortgage, lease-out, assign or part with the possession of this space partly or wholly to any person.

34. The Licensee shall keep the said space neat and clean and shall not damage it or allow anything to be done which may endanger the premises or adjacent Buildings by fire or anything else. The licensee shall ensure hygienic conditions and sanitation in the space so allotted. It shall be responsible to ensure that no glass, tea, coffee, tea-bags and water etc, is thrown at any place other than covered dustbin to be arranged by the licensee itself.

25.5.2015

35. That the Licensee shall have to give at least one month's advance notice in writing before actually discontinuing its services for running the Tea/ Coffee Vending Machine and Soft Drink Refrigerator.

36. During the period of agreement the contract may be terminated by the Competent Authority. Also the contract may be extended with mutual consent of both the parties beyond the initial period of one year.

D. PENALTIES

37. Irrespective of the fact, if the Registry gets any complaint regarding the services of the vendor, the low quality material used or on any other ground causing inconvenience to the Registry then the penalty as may be deemed fit by the Competent Authority will be imposed on the vendor.

38. The Licensee shall pay monthly Licence Fee + Service Tax in advance on or before 7th day of each English Calendar month which shall be subject to revision from time to time by the Licensor. If the licence fee/ electricity charges/ water charges etc. are not paid by 7th of any month which are payable only either by cash or by way of Demand Draft/ Pay Order drawn in favour of the Registrar, Supreme Court of India, New Delhi, the licensee shall be liable to pay the penalty @ Rs.250/- per day.

39. If the Licensee fails to pay the Licence Fee and/or Electricity Charges/ Water Charges etc. for a period of any two months, licensee shall liable to be removed from the said space immediately without any kind of notice and the amount due will be recovered from the security deposited by the licensee. In case the amount so due exceeds the amount of security, the licensor will be at liberty to recover the same from the Licensee.

25.5.2015

40. For any period when either the meter is not working or is faulty, the Licensee shall pay the electricity charges on an average basis as determined by the Licensor taking into consideration the earlier monthly consumptions. This is subject to revision following increase in the electricity charges. The decision of the Licensor in this regard shall be final and unassailable.

41. In case the licensee does not fulfil any of the condiitons of the Licence, it shall be liable to be removed from the said space.

E. INVITATION OF TENDER

Interested parties may send their sealed tenders in an envelope superscribing " SELECTION OF VENDORS FOR INSTALLATION OF TEA/ COFFEE VENDING MACHINES AND SOFT DRINK REFRIGERATOR " at three locations addressed by name to the undersigned. The sealed tenders will be accepted till **3.00 P.M. on 15.th June, 2015 at Counter No. 37, Reception East, Office of the Deputy Registrar (Public Relations), Supreme Court of India, Tilak Marg, New Delhi. Alternatively, the tenders may be sent by Registered Post /Speed Post / Courier so as to reach before the date and time of receipt. The tenders will be opened on 15.05.2015 at 3.30 P.M. in the office of Deputy Registrar (Public Relations)** by a Committee of Officers constituted for the purpose before the tenderers or their authorized representatives who may wish to remain present.

25.5.2015

(RAKESH SHARMA)
DEPUTY REGISTRAR (Public Relations)
25 -05-2015

Encl : ANNEXURE 'A'

ANNEXURE 'B'

ANNEXURE – 'A'

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

F.NO. Vendors/15/SCI (AM)
Dated : 25 th May, 2015

Last date of Tender : 15th June, 2015

Proforma to be filled by the Tenderer with Reference to Notice Inviting Tender for Selection of Vendors for installation of tea/ coffee vending machines and soft drink refrigerator.

1. Name of the Company/Firm :
2. Address of the Firm :
3. Office Address through which the work will be handled (together with contractor's email address):
3. Name of the Contact Person with Mobile No. :
4. Fax Number & e-mail ID :
5. Total value of the supplies made to the other organisation for the last 3 years (value of the service **not** the cost of machines) : Rs. : Rs. : Rs.
6. Whether supplying to any of the Government/ Semi-Government Undertaking/s as approved suppliers: and if so, furnish details.
7. Indicate if involved in any litigation :
8. Any civil suits pending in any of the order executed, give details :
9. Traders Identification Number :

25.5.2015

ANNEXURE – 'B'

(To be given on vendor's letter head)

Tender for selection of vendors for installation of tea/ coffee vending machines and Soft Drink Refrigerator

In response to the above and in full agreement with the terms and conditions as stipulated by you

I/We state as under:

1. Details and Rates :

Sl. No.	Locations	Area	Rental of the Vending Machine	Make/ model	Any other option in same machine
1.	Supreme Court Museum	Porta Cabin			
2.	Supreme Court Dispensary	2.5' X 3'			
3.	Near Lift no. 8 (next to Court No. 10)	2.5' X 3'			

7. Whether Fresh Milk or Condensed Milk used for tea/ coffee vending machines :

8. Type of Tea bags used (Taj Mahal/ Tata/ Goodrich) :

9. Type of Coffee used (Nescafe/ Bru) :

10.

Beverages supplied (Coffee/ Tea/ Soft Drinks/ any other item)	
Cost per Cup of Beverage *	

Note:

* prices should be quoted inclusive of all taxes viz., VAT, Service Tax etc.

25.5.

11. Delivery Schedule
(A) Time to be taken for supply :

12. Whether all the terms & conditions of NIT are acceptable :

I have gone through the terms and conditions accompanying the tender document and agreeable to them.

Date : _____

Authorised Signatory
(With name & Seal)

25.5.2015