

All Communications should be addressed to the Registrar, Supreme Court by designation, NOT by name.

**SUPREME COURT  
INDIA**

NEW DELHI

F.No.425/ST/21/SCI(AM)

Dated: 25.10.2021

From: Assistant Registrar (AM)

To,

As per List attached.

Sub : Tender for Rate Contract for Supply of Different Iron Trolleys and Wheel Barrows.

Madam/Sir,

I am directed to enclose herewith Terms and Conditions of NIT dated 06.10.2021 for awarding of contract for supply of different Iron Trolleys and Wheel Barrows.

You are, therefore, requested to quote your competitive rates as per the Terms and Conditions of NIT dated 06.10.2021 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 **10<sup>th</sup> November, 2021 by 3.00 P.M** at Counter No.17 (R&I). The tenders will be opened by the Committee of the officers on **10<sup>th</sup> November, 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)

**Note:- The Registry will remain closed from 01.11.2021 to 06.11.2021 for Diwali Holidays.**

SUPREME COURT OF INDIA  
ADMN. MATERIALS BRANCH

F.No. 425/ST/21/SCI(AM)

Dated: 06.10.2021

**Last date for Submission of Tender: 20.10.2021 upto 3:00 PM**  
**at Counter Nos. 17 (R&I)**  
**For any query please contact at Counter No. 26**

NOTICE INVITING TENDER FOR  
SUPPLY OF DIFFERENT IRON TROLLEYS AND WHEEL-BARROWS

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 supply of different size of iron trolleys and wheel-barrows in the Registry as and when required. However, 18 nos. of Trolleys were purchased during last 2 years.

Interested parties, if so desire, may contact Branch Officer , Admn Material (P&S) Branch at Telephone No. 011-23115941 or personally visit at Reception Counter No. 26 for any clarification on any working day between 10:30 AM and 4:00 PM (except Saturdays, Sundays and Holidays).

**A. TENDER**

1. The tenderers are required to quote their lowest rates in the enclosed Proforma mentioning the Quality of the Frame and Wheels, Delivery Period, Warranty/Guarantee, Discount, if any, percentage of GST etc. Tenders once submitted will not be allowed to be withdrawn till finalisation of the matter.
2. The tender may be sent in sealed envelopes superscribing "Financial Bid for supply of Iron Trolleys/ Wheel Barrows" by post sufficiently early so as to reach the Registry within date and time or may be delivered at the Counter No.17 (R&I).
3. 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 tenderers' 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 is declared as a holiday, then the next working day of the Registry will be treated as due date of submitting of the tender.



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

5. The tenderers are required to quote their lowest rates for the items detailed in Annexure 'A' enclosed herewith and the rates should be valid for a minimum period of 60 days from the date of opening of Tenders. The tenderers shall not be entitled during the said period of 60 days to revoke or cancel their tenders or to vary the tenders or any terms thereof.
6. The tenderers are required to submit Bid-Security Declaration in place of Earnest Money, as per the Proforma attached as Annexure- B . If the firm is already exempted from depositing the EMD/Bid-Security, a Certificate to this effect has to be submitted along with the tender document.
7. Hypothetical or conditional Tender shall 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.
8. The Registry will deal with the tenderers directly and no middlemen/commission agents etc. should be asked by the tenderers to represent their cause and they will not be entertained by the Registry.
9. Overwriting/over-typing or erasing of the figures which render it doubtful or ambiguous are not allowed and shall render the tender invalid.
10. The Registry will deal with the tenderers directly and Registry is not bound to accept the lowest tender and reserves the rights to reject or accept any or all the tenders, partly or completely, at any time without assigning any reason thereof.
11. The Registry, in its discretion, reserves the right to reject or accept any or all tenders, partly or completely, at any time without assigning any reason thereof.
12. Each tenderer has to certify that all the terms and conditions are acceptable to him/her.
13. All the pages of quotation including the documents submitted therein must be duly signed and stamped failing which the offer shall be liable for rejection.
14. During the subsistence of contract, in case of breach of any condition or deficiency in service, the Registry shall 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.
15. The tender shall quote the rates both in figures and words with blue/ black ball pen.

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In case of any discrepancy, the figures mentioned in words will be considered.

16. The tenderer should submit proof of his/ her domicile in Delhi-NCR along with address of the office.

**C. TERMS AND CONDITIONS FOR SUCCESSFUL TENDER**

17. The successful tenderer shall have to deposit performance security deposit of Rs.3,000/- (Rupees Three Thousand Only) by way of Bank Guarantee/Demand Draft drawn in favour of "The Registrar (Admn), Supreme Court of India, New Delhi" 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.
18. The Tenderers should specifically state whether rates are inclusive of GST as applicable, if not, it will be deemed that rates are inclusive of GST.
19. The time is the essence of the tender. The supply of the Trolleys shall be required to be made strictly as per schedule given by the successful tenderer and agreed upon by the Registry. In case supply is not made within the stipulated time and the Registry is forced to make alternative arrangement to meet the emergent demand at higher rates, tenderer will be liable to make good the loss due to difference which the Registry may directly deduct from their Bill/Security Deposit.
20. Even after awarding the contract, the Registry reserves the right to terminate the same at any time, if the services of the tenderer are not found satisfactorily.
21. The tenderer shall give an undertaking (as per Annexure 'C') that the firm/Partners/Directors/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.
22. The successful tenderer will have to abide by the terms and conditions as may be fixed from time to time by the Registry.
23. The material supplied will be inspected by an Inspection Committee of Senior Officers of the Registry and in case the supply is not found in conformity with the approved sample / specifications, the entire supply will have to be replaced with the good quality exactly commensurate with approved sample / specifications at the cost of the tenderer. The decision of the Inspection Committee in this regard shall be final.
24. If any defect in wheels or any other manufacturing defect occurs in the trolley during the period of warranty / guarantee, the replacement of wheels or trolley will have to

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be done by the tenderer at his/her own cost.

25. Rates quoted shall include costs of commuting, delivery and no separate travelling charges shall be admissible.

#### **D. PENALTIES**

26. If delivery is not made in given time and the Registry is required to make purchase from outside at higher rates, the loss, if any, sustained by the Registry would be recovered from the tenderer.


27. Irrespective of the fact as to whether or not the Registry makes purchases from outside, the Registry may impose penalties upto 1% per week of total cost of delayed articles subject to maximum penalty of 10% of Order Value, if delay is due to willful laches or negligence of the tenderer and it causes financial loss or inconvenience to the Registry.

28. The Security Deposit shall stand forfeited in case of breach of any of the conditions mentioned herein or if the supply of the items is found unsatisfactory / not as per specifications.

#### **INVITATION OF TENDER**

Interested parties may submit their Tenders in sealed envelope subscribing “**Tender for supply of Trolleys/ Wheel Barrows**” addressed by name to the undersigned, or may be handed over personally to Registry's Reception Counter No.17 or before **20<sup>th</sup>, October, 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 representatives who may wish to remain present. The tenders received after due date/or time will not be entertained.

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 Sharma)  
Additional Registrar (AM)

**Encls.:** Annexures 'A', 'B' & 'C'

**Note:-** The Registry will remain closed from 11.10.2021 to 16.10.2021 for Dussehra Holidays.



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

**ANNEXURE - 'A'**

F.No. 425/ST/21/SCI(AM)

Dated: 06.10.2021

**PROFORMA TO BE FILLED BY THE TENDERERS WITH REFERENCE TO  
NOTICE INVITING TENDER FOR SUPPLY OF DIFFERENT TYPES OF IRON  
TROLLEYS AND WHEEL-BARROWS.**

1. Name of the tenderer :
2. Address :
3. Name of Contact person :  
(Mobile/Telephone No.(s)/Fax No./email ID)
4. GST Number (with copy):
5. Price of the following item strictly as per the given specifications in NIT :

S.No.	Name of the Item	Rate per Unit (in Rs.)
1.	Box type trolley of size 30" x 20" x 20" (as per sample) (Base frame of angle of 32x32x5 mm, sheet 16g., sides covered by mash of 50x25x3mm having four wheels of size of 6"x2" fixed on four corners for proper balancing and weighing approx. 15-20 Kg. Round Pipe handles on one/both sides for lifting/moving trolley)	
2.	Box type trolley of size 30" x 18" x 18" (as per sample) (with above mentioned specifications)	
3.	Wheel Barrow (as per sample)	
4.	Heavy Duty Trolley of Size 36"X24"X12" (with above mentioned specifications) (as per sample)	

6. Whether all the terms and conditions of NIT Accepted:
7. Warranty/Guarantee, if any :
8. Percentage of GST :

Signature with date and rubber stamp  
of the Tenderer



**BID SECURITY DECLARATION IN LIEU OF EARNEST MONEY DEPOSIT  
(EMD)  
(On Bidder's Letter Head)**

I/We, the authorized signatory of M/s \_\_\_\_\_ participating in the subject Tender No. 425/ST/21/SCI(AM) dated 06.10.2021 towards rate contract for Supply of different types of Iron Trolleys and Wheel Barrows for a period of two years, do hereby declare:-

(i) That I/We have availed the benefit of waiver of EMD while submitting the offer against the subject Tender and no EMD is being deposited for the said tender.

(ii) That in the event I/We withdraw/modify our Bid during the period of validity or I/We fail to execute formal contract agreement within the given timeline or I/We fail to submit the required Performance Security within the given timeline or I/We commit any breach of Tender Conditions/Contract which attracts penal action in that event I/We shall stand suspended from being eligible for bidding/award of all future contract (s) of Supreme Court of India for a period of one year from the date of committing such breach.

Signature and Seal of Authorized Signatory of Bidder  
Name of the Authorized Signatory: \_\_\_\_\_

Date:



**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:

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