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

F. No. 133/CT/19/SCI(AM) New Delhi, dated the 27th August, 2019

Last date for submission of Tender is 17.09.2019 upto 03:00 p.m.

NOTICE INVITING TENDER FOR SUPPLY OF

COTTON TAPE

Sealed tenders are invited, <u>on the Proforma attached herewith</u> for the supply of Cotton Tape of good quality having width not less than 15mm with +/- 2% variation for use in the Registry. At present approximate requirement is for 4000 Kg. in the form of Rolls but the quantity may vary at the time of placing the order.

Interested parties, if so desire, may contact Branch Officer, Admn. Materials (Purchase & Stores), Telephone No. 23388745, 23111403, 23112257 or can personally visit Registry's Reception Counter No. 42 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.

TERMS AND CONDITIONS

A. <u>TENDER</u>

- Three separate sealed envelopes should be used for submitting (a) Earnest Money, (b) Sample and (c) Tender Document superscribing (a) Earnest Money for Cotton Tape, (b) Sample of Cotton Tape and (c) Tender Document of Cotton Tape on the cover of the respective envelopes.
- 2. 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. 42 for issuance of Entry Pass at the time of opening of tender.
- 3. The tenderers are expected to examine all the instructions, Proforma's terms & conditions and specifications in the tenderer 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 working day of the Registry will be treated as due date of tender.

B. TERMS AND CONDITIONS OF TENDER

- 5. The tenderers are required to quote their lowest rate as per the enclosed Proforma marked as **Annexure 'A' alongwith atleast one Roll of Cotton Tape as sample,** mentioning therein Rate per Kg., discount on bulk purchase, delivery period and percentage of GST.
- 6. The tenderers are required to send their tender alongwith a Demand Draft of Rs. 7000/- (Rupees Seven Thousand only) drawn in favour of "The Registrar (Admn.), Supreme Court of India" as Earnest Money (Name of the firm, telephone number and name of the item may be written on the reverse side of the Demand Draft). No interest will be payable on EMD. If EMD is exempted, Certificate has to be submitted alongwith the tender documents.
- 7. EMD of tenderers would be returned by way of RTGS/NEFT or cheque after the contract has been finally awarded to the successful tenderer. A Copy of cancel cheque is required to facilitate refund of EMD amount.
- 8. The rates should be valid for a period of 60 days from the date of Opening of Tender Documents. The tenderer shall not be entitled during the said period of 60 days to revoke or cancel its tender or to vary the tender or any terms thereof.
- 9. 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, appropriate action will be taken which may include confiscation of EMD or/and also debarring the tenderer for future participation.
- 10. 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.
- 11. The tenderer 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 account of poor performance.
- 12. 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.
- 13. The Registry, in its discretion, reserves the right to make any change, at any time, in the terms and conditions of the Notice Inviting Tender and reject or accept any or all the tenders, wholly or partly, without assigning any reason thereof.
- 14. 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.

- 15. 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.
- 16. Each tenderer has to certify that all the terms and conditions are acceptable to him. The EMD shall stand forfeited in case of breach of any of the conditions.

C. TERMS AND CONDITIONS FOR SUCCESSFUL TENDERER

- 17. The successful tenderer shall have to give performance security deposit @ 10% of total amount of the Purchase Order, by way of Bank Guarantee drawn in favour of " The Registrar (Admn), Supreme Court of India, within one week from the receipt of purchase order. The Bank Guarantee will be released after two months of the satisfactory supply of the material and after payment of the final bill.
- 18. 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.
- 19. 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.
- 20. 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. <u>PENALTIES</u>

- 21. 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 or the tenderer will have to make payment of the loss caused to the Registry because of the price difference.
- 22. Irrespective of the fact as to whether or not the Registry makes the purchase from outside, the Registry may impose penalty of 1% per week subject to maximum of 10% of the total cost, for delayed delivery, if the delay is due to wilful laches or negligence of the tenderer and it causes financial loss or inconvenience to the Registry.
- 23. The Earnest Money / Security deposit shall stand forfeited in case of breach of any of the conditions mentioned herein or if the supply is found unsatisfactory.

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 COTTON TAPE", (b) "SAMPLE OF COTTON TAPE" and (c) **"TENDER** DOCUMENT OF COTTON TAPE" 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. 42 near PRO Office on or before <u>17-09-2019 upto 3.00 P.M.</u> 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, then only the Envelopes containing Tender Documents will be opened.

Sd/-

(Ajay Kumar Jain) Assistant Registrar (AM)

Encl.: Annexure A and B

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PROFORMA

TO BE FILLED BY THE TENDERER WITH REFERENCE TO THE NOTICE INVITING TENDER FOR SUPPLY OF COTTON TAPE

1.	Name of the tenderer with address	:	
2.	Name of the Contact Person with Telephone/Mobile No./Fax N	: o./e-mail ID	
3.	Traders Identification No. (Attach documentary proof)	:	
3A.	PAN number (Copy to be attached)	:	
3B.	GST Registration Number (Copy to be attached)	:	
4.	Whether all the terms & conditions NIT are acceptable: Yes /No	s of :	
5.	Details regarding Cotton Tape(alongwith sample)		
	(a) Width of the Cotton Tape	:	
	(b) Whether sample submitted or not : (in separate cover)		
6.	Details of Rates		
	(a) Cost of one Kg. (Without GST):		
	(b) Percentage of GST :		
7.	Whether EMD enclosed Yes/No, I	f Yes :DD No.	Dt.

- 8. Discount on bulk purchase, if any :
- 9. <u>Delivery Schedule</u> (a) Time to be taken for supply : (b) F.O.R. Supreme Court Stationery Godown:

Signature with stamp of the Tenderer

Dated :

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

Date:

Place: