

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

Last date for submission of  
Tender is 15.10.2019

F.No. 23/Electrical appliances/2019/SCI(AM)  
Dated : 18.09.2019

**NOTICE INVITING TENDER**  
**TOWARDS RATE CONTRACT FOR SUPPLY OF OIL BASED HEATERS,**  
**HEAT BLOWERS, DOUBLE ROD HEATERS (ON REQUIREMENT BASIS)**  
**FOR A PERIOD OF ONE YEAR**

Sealed tenders are invited from the **branded and reputed firms/manufacturers/retailers/authorised dealers** as per Proformas attached herewith, for awarding rate contract towards supply of following Electrical Items as shown below on requirement basis for a period of one year.

<b>S.No.</b>	<b>Item</b>	<b>Quantity required (approx.)</b>
1.	Oil Based Heater 11 Fins	45
2.	Oil Based Heater 13 Fins	5
3.	Heat Blower / Heat Convactor	30
4.	Double Rod Heater	40

Interested parties, if so desire, may contact Branch Officer, Admn. Material (P & S) telephonically or personally visit at Reception Counter No. 42 for any clarification on any working day between 10.30 A.M. to 04.30 P.M. (except Saturday, Sunday and Holiday) on Telephone nos. 23111403, 23112257 & 23388745.

**A. TENDER**

1. The tenderer is required to quote its lowest rates as per Annexure-'A' enclosed herewith. Brochures showing technical specifications will also be attached for technical evaluation. Tenders once submitted will not be allowed to be withdrawn till finalisation of the matter.

2. The tender may be sent in sealed envelope superscribing (a) 'Earnest Money for awarding rate contract towards supply of Oil based Heaters etc' (b) 'Brochures' (c) 'Tender for awarding rate contract towards supply of Oil based Heaters etc' by post sufficiently early so as to reach the Registry within date and time or may be delivered to the undersigned. If tender is sent through Special Messenger, an authority letter from the tenderer with proof of identity may also be given to the Messenger so that he/she could show the same along with his/her own identity proof to the Reception Officer at Reception Counter No. 42 for issuance of entry pass.
3. The tenderer is expected to examine all the instructions, Proforma's terms and 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 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 Government of India then next working day of the Registry will be treated as due date of the tender.

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

5. The tenderer is required to quote their lowest rates for the items on the Annexure 'A' enclosed herewith mentioning therein brand of Oil based Heaters, Heat Blowers and Double Rod Heaters. The rates should be valid for a period of one year from the date of awarding of tender. The tenderer shall not be entitled during the said period to revoke or cancel its tender or to vary the tender or any terms thereof.
6. The tenderer is required to send their tenders along with Demand Draft of Rs. 8,500/- (Rupees Eight Thousand Five Hundred only) drawn in favour of "The Registrar (Admn), Supreme Court of India", payable at New Delhi as Earnest Money Deposit (EMD), by writing the name of the firm, telephone number and name of the item on the reverse side of the Demand Draft. If EMD is exempted, Certificate has to be submitted along with the tender document.

7. Earnest Money Deposit of tenderers would be returned by way of RTGS/NEFT or cheque after the contract has been finally awarded to the successful tenders. A copy of cancel cheque is required to facilitate refund of EMD amount.
8. Hypothetical or conditional tenders 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.
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.
10. Over-writing/over-typing or erasing of the figures which render its doubtful or ambiguous are not allowed and shall render the tender invalid.
11. The tenderer need to quote rates of all reputed brands alongwith complete specification/brochures to enable the Registry to arrive at the selection of best suited need of Supreme Court of India.
12. Once the brand/specification is finalized by the Registry, the tenderer quoting the lowest rate will be considered.
13. The Registry will deal with the tenderer 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 therefore.
14. The Registry, in its discretion, reserved the right to make any change, at any time, in the terms and conditions of the Notice Inviting Tender and accept or reject any or all tenders, partly or completely, at any time without assigning any reason thereof.

15. Each tenderer has to certify that all the terms and conditions are acceptable to him.
16. 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.
17. During the subsistence of contract, in case of breach of any conditions or deficiency in service, 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**

18. The successful tenderer shall have to give performance security deposit of **Rs. 21,000/-** by way of **Bank Guarantee** 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 is later.
19. 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.
20. The material should be supplied in original packing indicating company and brand name etc., which 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 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 specifications at the cost of the tenderer. The decision of the Inspection Committee in this regard shall be final. No payment will be made for supply rejected at the site of inspection.

21. The supply of the material as per the required specifications shall require to be delivered **within two days at the cost of dealer** on receipt of the Purchase Order. 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 the Bill/Security Deposit.
22. Even after awarding the rate contract, the Registry reserves the right to terminate the same at any time, if the services of the tenderer are not found satisfactory.
23. The tenderers 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.
24. The payment will be made only after the full supply is received and accepted as per approved specifications against one single supply order. No advance payment will be made in any case.
25. The successful tenderer will have to abide by the terms and conditions as may be fixed from time to time by the Registry.
26. There shall be no increase in rates during the contract period. All orders placed till last date of contract will have to be completed without fail.
27. Rates quoted shall include costs of commuting, delivery and no separate travelling charges shall be admissible.

#### **D. PENALTIES**

28. In case of non-supply or short supply of material by the tenderer, 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.

29. Irrespective of the fact as to whether or not the Registry makes purchases from outside, the Registry may impose penalty upto **1% per week** subject to maximum penalty of **10%** of the total cost for delayed delivery, if delay is due to willful laches or negligence of the tenderer and it causes financial loss or inconvenience to the Registry.
30. 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.

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

Interested parties may send their sealed envelopes containing (a) 'Earnest Money for awarding rate contract towards supply of Oil based Heaters etc' (b) 'Brochures for awarding rate contract towards supply of Oil based Heaters etc' (c) 'Tender for awarding rate contract towards supply of Oil based Heaters etc' respectively addressed by name to the undersigned, or may be handed over personally to Registry's Reception Counter No. 42 near PRO Officer on or before **15.10.2019 upto 3:00 PM** which will be opened at 3:30 PM on the same day 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 and/or time or without Earnest Money Deposit will not be entertained. In the first instance, the envelopes containing Earnest Money will be opened. Thereafter, the envelope containing tender documents will be opened.

Encls: Annexure 'A' & 'B'

Sd/-

**(Basu Dev Sharma)**  
**Additional Registrar (AM)**

**Note :Registry will remain closed w.e.f. 07.10.2019 to 12.10.2019 during Dussehra Holidays.**

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

F.No. 23/Electrical appliances/2019/SCI(AM)  
Dated: 18.09.2019

**PROFORMA TO BE FILLED BY THE TENDERER**  
**TOWARDS RATE CONTRACT FOR SUPPLY OF OIL BASED HEATERS,**  
**HEAT BLOWERS, DOUBLE ROD HEATERS FOR A PERIOD OF ONE YEAR**

1. Name of the tenderer :  
with Address
2. (a) Contact Person with Name :  
with Telephone/ Mobile No.
- (b) Pan No. :  
(photocopy to be enclosed)
- (c) GST No. :  
(photocopy to be enclosed)
- (d) Fax No./ E Mail ID :
3. (i) F.O.R. : Supreme Court Compound  
(ii) Warranty :  
(iii) Delivery Period :

4. Rates regarding heating based electrical items as tabulated hereinbelow:-

S. No.	Items	Brand	Price per item (excluding GST)
1	Oil Based Heater 11 Fins		
2	Oil Based Heater 13 Fins		
3	Heat Blower/ Heat Convectore		
4	Double Rod Heater		

5. Declaration regarding black listing or otherwise :
6. Whether tender document (all pages) duly signed, stamped and legible :
7. Company brochures with technical specifications for the model : Submitted / Not Submitted
8. Any other information document, please specify :

I/We certify that the information furnished above is true and correct. The terms & conditions are acceptable to us.

Dated:

AUTHORISED SIGNATORY OF THE FIRM  
Name(s) and address of the firm (with stamp)

**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: