

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

F.No.23/01/AC/Pur /16-SCI(AM)

Dated: 27.02.2016

Last date for submission of

Tender is 18.03.2016 upto 03:00 PM

NOTICE INVITING TENDER

**RATE CONTRACT FOR PURCHASE OF WINDOW AND SPLIT AIR
CONDITIONERS WITH 5 STAR RATING**

Sealed tenders are invited from the branded and reputed firms/manufacturers/retailers /authorised dealers of Window and Split Air Conditioners with 5 star rating and wall mounted stabilizers of 4 KVA or 5 KVA **on requirement basis for a period of one year.** Interested parties, if so desire, may contact Shri T. D. Pant, Branch Officer (Telephone Nos. 23388745, 23112257 and 23111403 and can personally visit Reception Counter No. 37 near PRO Office on any working day between 10:30 AM to 04:30 pm except Saturday / Sunday for any clarification, before quoting the rates.

A. TENDER

1. Two separate sealed envelopes should be used for submitting (i) Tender documents and (ii) Earnest Money superscribing (a) Tender for supply of Window and Split Air Conditioners with 5 star rating and stabilizers (b) Earnest Money for the tender for supply of Window and Split Air Conditioners with 5 star rating and stabilizers.

2. The 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 Counter No. 37 for issuance of Entry Pass.

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3. The tenderers are expected to examine with all the instructions, Proforma's terms & conditions and specifications in the tender documents. Failing to furnish all informations required by the tender document in every respect will be at the tenderers risk and may result in 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 day will be treated as due date of the tender.

B. TERMS AND CONDITIONS OF TENDER

5. The tenderers are required to quote their lowest rates & DGS&D rates, if available, for Air Conditioners and stabilizers with discount on bulk purchase, if any, and percentage of VAT. Brochures showing technical specifications of Air Conditioners will also be attached for technical evaluation.
6. The tenderers are required to send their tender along with a **Demand Draft of Rs.10,000/- (Rupees Ten Thousand Only) 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 on their written request after awarding of the contract. **Name of the firm, telephone number and name of the item** may be written on the reverse side of the Demand Draft.
7. The rates should be valid for a minimum period of one year from the date of opening of the tenders.
8. 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 any tenderer at any time after it is submitted, appropriate action as deemed fit may be taken against that Tenderer.

9. The Registry will deal with the tenderer directly and no Middle-men/ 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 agency shall not be permitted to transfer their rights and obligations to any other person/organisation or otherwise.
10. 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.
11. The Registry, in its discretion, reserves the right to reject or accept any or all the tenders, wholly or partly, without assigning any reason therefor.
12. The tenderer shall quote rates both in figures and words.
13. 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.

C. TERMS AND CONDITIONS FOR SUCCESSFUL TENDERER

14. The successful tenderer shall have to give performance security deposit of Rs.30,000/- (Thirty thousand only) after adjusting the amount of Rs. 10,000/- (Ten thousand only) already deposited with the tender as earnest money, within one week from the receipt of Purchase Order. The security deposit will be refunded after 60 days from the payment of final bill on their written request and after satisfactory supply/installation of Air Conditioners.
15. The material should be supplied in original packing, 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.

16. The delivery of the Air Conditioners are to be done very expeditiously but not later than two days, and in emergency the supply has to be made on the same day also.
17. The payment will be made only after the full supply is received and accepted as per approved specifications. No part payment or advance payment will be made.
18. The tender should accompany a certificate of being authorized supplier of the manufacturing firm.

D. PENALTIES

19. 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 Performance Security of the tenderer.
20. Irrespective of the fact as to whether or not the Registry makes purchases from outside, due to non-availability of Air Conditioners then the Registry may impose penalty upto 1% of total cost per day, if the delay is due to wilful laches or negligence of the tenderer and it caused financial loss or inconvenience to the Registry.
21. The Security Deposit shall stand forfeited in case of breach of any of the conditions mentioned herein and if the supply of the item is found unsatisfactory/not as per specifications.
22. Even after awarding the said Contract, the Registry reserves the right to terminate the same at any time, if the services of the Contractor are not found satisfactory.

E. INVITATION OF TENDER

Interested parties may send their tenders in two sealed envelopes one containing (i) Tender Documents and (ii) Earnest Money superscribing (a) Tender for supply of Window and Split Air Conditioners of 5 star rating and stabilizers and (b) Earnest Money for the tender for supply of Window and Split Air Conditioners of 5 star rating and stabilizers addressed

by name to Mr. Rakesh Sharma, Deputy Registrar / PRO, Supreme Court of India, New Delhi, so as to reach on or before 18.03.2016 upto 3.00 P.M. which may 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 without Earnest Money will not be entertained. In the first instance, envelopes containing Earnest Money and thereafter, Envelopes containing tenders will be opened.

(RAKESH SHARMA)

DEPUTY REGISTRAR (PR)

Date_____

Encl : Proforma (Annexures 'A' and 'B')

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**TO BE FILLED BY THE TENDERS WITH REFERENCE TO NOTICE INVITING
TENDER RATE CONTRACT FOR PURCHASE OF WINDOW AND SPLIT AIR
CONDITIONERS WITH 5 STAR RATING**

- 1 Name of the tenderer with address :
- 2 Name of the Contact Person with Telephone No /Mobile No./Fax No/e-mail ID :
- 3 Traders Identification No(s) :
- 4 E mail ID/ Fax No. :
- 5 Details regarding Air Conditioners :

S. No.	Name of Air Conditioner (5 star)	Name of Make & Model	Unit Rate	DGS&D approved Rates	% of VAT	Warranty
A1.	Window 1.5 ton					
A2.	Window 2 ton					
A3.	Split 1.5 ton					
A4.	Split 2 ton					
A5.	All weather 5 star 1.5 ton					
A6.	All weather 5 star 2 ton					
B1.	4 KVA Stabilizer of (Wall mounted)					
B2.	5 KVA Stabilizer of (Wall mounted)					
C1.	Installation Charges per Window Air Conditioner					

C2.	Installation Charges per Split Air Conditioner				
D.	Discount offered on bulk purchase				
E.	Rates of additional items required during installation				
	a) Copper pipe line with insulation per mtr. b) Three core wire per mtr. c) Flexible PVC pipe d) Drain pipe e) Condensing Unit Stand f) Carpenter work, if required				

- 6 Whether all the terms & Conditions of NIT are agreeable :
- 7 Company broucher with technical specifications for the model: Submitted / Not Submitted
8. Discount on bulk purchase :
- 9 FOR- Supreme Court Registry :

Signature with date and rubber stamp of the tenderer.

ANNEXURE 'B'

Sub: Supply of Window and Split Air Conditioners with 5 star rating

1. Ref Your purchase Order No. _____ dated _____
2. Our Invoice No./Quotation No. _____ dated _____

With reference to the _____ being supplied/quoted to you vide our invoice no./ quotation no./order no. Cited above, _____ We hereby undertake that the Supply of Window and Split Air Conditioners of 5 star shall be original and manufactured at the same period from manufacturing company and that no refurbished/duplicate/second hand shall be supplied.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with authorised license certificate and also that it shall be sourced from the authorised source.

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the _____ already billed, we agree to take back the _____ without demur, if already supplied and return the money if any paid to us by you in this regard, and/ or the performance security, if any produced, forfeited. We.....also take full responsibility for Supply of Window and Split Air Conditioners of 5 star as per content even if there is any defect by our authorised Service Centre/Reseller/SI etc.

Authorised Signatory

Name:

Designation: