

**SUPREME COURT OF INDIA
ADMN. MATERIAL**

Last For Submission of Tender
is 25th July, 2017 upto 3:00 P.M.

F.No.87/PSB/17/SCI(AM)
Dated: 05th ,July, 2017

NOTICE INVITING TENDER FOR
AWARDING OF CONTRACT FOR RE-PAINTING (SPRAY PAINTING) OF BLACK
COLOUR STEEL BENCHES AT THE RESIDENTIAL OFFICES OF HON'BLE JUDGES,
E-COMMITTEE OFFICE, SUPREME COURT GUEST HOUSE AND IN THE REGISTRY.

Sealed tenders are invited, **as per the Proforma** enclosed herewith at '**Annexure- A**' for awarding Annual Maintenance Contract for a period of **Two Years** for Re-Painting (Spray painting) of Black Colour Steel Benches provided at the Residential Offices of Hon'ble Judges, E-Committee Office, Supreme Court Guest House and in the Registry. The residential offices of Hon'ble Judges/ Guest House and E-Committee office are located within a radius of 3-4 Kilometer from the Supreme Court and they are maintained from there itself, as and when required.

Interested parties, if so desire, may contact Branch Officer, Admn Materials (Tel No. 23388745, 23111403, 23112257) on any working day between 10:30 A.M. to 04:30 P.M (except Saturdays and holidays) for any further information.

TERMS AND CONDITIONS

A. TENDER

1. Two separate sealed envelopes should be used for submitting (i) Earnest Money and (ii) Tender documents superscribing (a) Earnest Money for **awarding Annual Maintenance Contract for Re-Painting (Spray Painting) of Black Colour Steel Benches** (b) **Tender for awarding Annual Maintenance Contract for Re-Painting (Spray Painting) of Black Colour Steel Benches.**
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 Officer at Reception Counter No. 37 for issuance of entry pass.

3. The tenderers are expected to examine all the instructions, Proforma's terms and conditions and specifications in the tender documents. Failing to furnish all information's required by the tender document in every respect will be at the tenderer's risk and may result in rejection of the tender.
4. The tender must be received not later than the date and 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 tenderers are required to quote their lowest rates, GST (with percentage), discounts and details (inclusive of labour) for Re-Painting (Spray Painting) of Black Colour Steel Benches as per Annexure-A enclosed.
6. The tenderers are required to send their tender along with a **Demand Draft of Rs. 2,000/- (Rupees Two 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 and telephone number** may be written on the reverse side of the Demand Draft.
7. The rates should be valid for a minimum period of 120 days from the date of opening of the Tender documents.
8. Hypothetical or conditional tenders will not be entertained. Tender once submitted shall not be allowed to be withdrawn and altered. If the tender is withdrawn and altered by the concerned party at any time after it is submitted, appropriate action may be taken.
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.

10. Over-writing/over-typing or erasing of the figures which render it doubtful or ambiguous are not allowed and shall render the tender invalid.
11. 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 accept or reject any or all tenders wholly or partly without assigning any reason thereof.
12. The tenderer shall quote rates both in figures and words with blue/black ball pen.
13. All the pages of quotation including the documents submitted therewith must be duly signed and stamped failing which the offer shall be liable for rejection.
14. It is not binding to accept the lowest tender.
15. The tenderer should submit proof of his domicile in Delhi-NCR along with address of the office.
16. The tenderer should have a **well established workshop/infrastructure** and must possess minimum three years experience in any reputed organization including Government Offices.
17. Each tenderer has to certify that all the terms and conditions are acceptable to him. The Security deposit shall stand forfeited in case of breach of any of the conditions.
18. During the subsistence of contract, in case of breach of any conditions or deficiency in service, the Registry has 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 OF THE SUCCESSFUL TENDERER

19. The successful tenderer shall have to give Performance Security Deposit of Rs.5,000/- (Rupees Five Thousand Only) after adjustment of Rs.2,000/- deposited towards EMD

by way of Demand Draft within a week from the date of awarding of contract, 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.

20. The rates should be valid for a period of Two Years from the date of approval of rates and work will be required to be done at different intervals during the contractual period of two years as and when required. Rates quoted shall include costs of commuting and no separate travelling charges shall be admissible. If the successful tenderer abandons the contract prematurely, or fails to perform his part of contract, the security deposit or any part thereof will be liable to be forfeited.
21. The successful tenderer to whom contract is awarded shall be required to attend the job immediately or as per the requirement either on call basis or after the receipt of work order by post, through e-mail or fax, whichever is communicated earlier.
22. The work executed by the firm should be to the satisfaction of the concerned officer where work was executed. If the same is not found satisfactory, the firm will have to do the job again at its own cost. The decision of the concerned officer and of the Registry in this regard will be final and unassailable and binding on the tenderer.
23. The successful tenderer shall undertake/ensure that the character and antecedents of each individual employee deployed by them have been got verified by the Police Authorities and record be maintained to this effect and further shall be verified from time to time so far.
24. The Registry in its discretion, reserves the right to reject or accept any or all the tenders, partly or completely, at any time without assigning any reason thereof.
25. Complaints are to be attended to even on Sundays / Holidays and before/ after office hours also as and when complained.
26. Payment of the work done shall be made on bill basis generally within 60 days from the date of presentation of proper bill with satisfactory report of the concerned officer.

27. The Successful tenderer shall ensure that the personnel so deployed should maintain due decorum as well as prohibit its personnel on duty from smoking or lighting fire within the premises where they are deployed and also restrain them from collaborating or mixing up with any outside element or with the worker/staff of the Advocates, etc.
28. The Registry shall have no liability, financial or otherwise, for any harm/damage/injury incurred by the personnel deployed by the successful tenderer in the course of performing of the work. Neither the successful tenderer nor his workers shall have any claim on this Registry for right of employment, compensation or financial/non-financial assistance on this account.

D. PENALTIES

29. The Registry reserves the right to terminate the contract at any time during the subsistence of contract, in case of breach of any conditions, or deficiency in service, and to entrust the work to another dealer/vendor and to recover the loss, if any sustained by the Registry from the tenderer.
30. The work executed by the firm should be to the satisfaction of the concerned officer where work has to be executed. If the same is not found satisfactory, the firm will have to do the job again at its own cost. The decision of the concerned officer and of the Registry in this regard will be final and unassailable and binding on the tenderer.
31. If the job is not done within stipulated period and the Registry is forced to get it done from open market at higher rates, the tenderer will have to make payment of the loss caused to the Registry.
32. If irrespective of the fact whether the Registry gets the job done or not from the outside, a penalty of 1% of total cost of delayed job will be deducted from the Bill in respect of the jobs which are not done within the stipulated period (if the delay is due to willful laches of the tenderer).
33. Any loss/damage sustained will be recovered from the successful tenderer.

34. Even after awarding the said contract, the Registry reserves the right to terminate the same at any point of time during the contract period , if services of the successful tenderer are not found satisfactorily.
35. In case of default of any of the conditions stated above by the successful tenderer during the period of their contract, the security deposit shall stand forfeited without any further notice or opportunity.

E. INVITATION OF TENDER

Interested parties may send their tenders in two sealed envelopes containing (i) Earnest Money and (ii) Tender Documents superscribing (a) "Earnest Money for awarding the contract of Re-painting (spray painting) of Black Colour Steel Benches" and (b) "Tender Documents for awarding the contract of Re-painting (spray painting) of Black Colour Steel Benches" respectively, addressed by name to the undersigned or may be handed over personally at the Registry's Reception Counter No.37 near PRO office on or before **25th July, 2017** upto **3.00 P.M.** 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 authorized 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, will be opened. If Earnest Money of the tenderers are found to be as per requirement, then only the Envelopes containing Tender Document will be opened. 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.

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(Vinod Kumar Malhotra)
Assistant Registrar (AM)
05.07.2017

Encl : Proforma (Annexure 'A')

ANNEXURE-A

**SUPREME COURT OF INDIA
(ADMN. MATERIALS BRANCH)**

(To be filled by the Tenderers with reference to Notice Inviting Tender dated 05.07.2017 for awarding of contract for Re-painting (Spray Painting) of Black Colour steel Benches)

1. Name of the tenderer with address :

2. Name of the contact person
with Mobile (Telephone No) :

3. E mail ID/ Fax No. :

4. Traders Identification No(s) :

5. PAN Card No. (with Copy) :

6. Rates quoted below:

S. No.	Work	Unit Rates (Rs.) (Inclusive of all taxes)
1.	Re-painting (Spray Painting) of Black Colour Steel Benches (with minor Repair, if any)	

7. GST/ Taxes, if any :

8. Whether all the terms & conditions of NIT are agreeable (Yes/No) :

Signature with date and rubber
stamp of the tenderer