

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

F.No.23/Drinking water/2022/SCI(AM)

Dated : 07.07.2022

Last date for Submission of Tender: 28th July 2022 upto 3:00 P.M.  
at Counter No. 17(R&I)

**NOTICE INVITING TENDERS FOR**  
**AWARDING OF RATE CONTRACT FOR SUPPLY OF**  
**BISLERI, KINLEY & AQUAFINA BRAND**  
**DRINKING WATER IN 20 LTR JARS FOR A PERIOD OF TWO YEARS**

Sealed tenders are invited from Delhi based reputed firms/manufacturers/authorised dealers/distributors, as per the Proforma attached herewith at Annexure 'A' for awarding of rate contract for supply of BISLERI, KINLEY & AQUAFINA brands packaged drinking water in 20 Ltrs Jars for a period of two years in the Registry of Supreme Court of India as and when required. However, average monthly consumption of packaged water for the last year was 150 Jars. The number of 20 ltrs Jars may increase/decrease depending upon the climate and requirement.

Interested parties, if they so desire, may contact the Branch Officer, Admn. Materials Branch telephonically at 011-23115864 or personally visit at Registry's Reception Counter near PRO Office on any working day between 10.30 A.M. and 4.00 P.M. (except Saturdays, Sundays & Holidays) for any clarification, before quoting the rates.

**A. TENDER**

1. The tender may be sent in two separate sealed envelopes superscribing **(a) 'Earnest Money for awarding of rate contract for supply of BISLERI, KINLEY & AQUAFINA brands packaged drinking water in 20 Ltrs Jars (b) 'Financial Bid for awarding of rate contract for supply of (i) BISLERI, (ii) KINLEY & (iii) AQUAFINA brands packaged drinking water in 20 Ltrs Jars.**
2. If both the envelopes are kept inside a single envelope, it should be specifically written outside the envelope. Every page must be signed and stamped by the authorized official of the quoting firm, failing which, it is liable to be rejected.
3. The tender may be sent by post sufficiently early so as to reach the Registry within stipulated time or may be delivered personally to R & I, Counter No.17. If tender is sent through Messenger, an authority letter from the tenderer with proof of identity may also be given to the said Messenger.

4. 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 rejection of the tender.

5. 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 holiday, then next working day will be treated as due date of tender.

### **TERMS & CONDITIONS OF TENDER**

6. The tenderers are required to quote their lowest rates against the name of brand(s) of packaged drinking water in Annexure 'A' annexed hereto. The rates shall be valid for a period of two years from the date of awarding of the contract.

7. The tenderers are required to send their tenders along with a Demand Draft of **Rs.6,000/- (Rupees Six Thousand only) for supply of all the three brands (Bisleri, Kinley & Aquafina) OR Rs. 2,000/- (Rupees Two Thousand only) for each brand** 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. **If the firm is exempted from depositing the EMD, a Certificate to this effect has to be submitted along with the tender documents.**

8. Earnest Money Deposit of unsuccessful 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 cancelled cheque is required to facilitate refund of EMD amount, if applicable.

9. Over-writing, over-typing or erasing of figures or words which render it doubtful and ambiguous are not allowed and shall render the same invalid.

10. Hypothetical or conditional Tender 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, the Earnest Money deposited by him shall stand forfeited.

11. The Registry will deal with the tenderer directly and no middlemen/agents/commission agents etc., should be asked by the tenderer to represent their cause and they will not be entertained by the Registry.

12. The Registry 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.

13. The tenderer shall quote rates both in figures and words with blue/black ball pen. In case of any discrepancy, the figures mentioned in words will be considered.

14. The tenderer shall furnish details about his present business, permanent address, past experience, turnover of past three years, list of valued/important clients and also have to submit the documents in support of same.

15. 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.

16. Each tenderer has to certify that all the terms and conditions are acceptable to him. The Earnest Money Deposit shall stand forfeited in case of breach of any of the conditions mentioned herein.

17. The rates should be valid for a minimum period of 90 days from the date of opening of tenders. The tenderer shall not be entitled during the said period of 90 days to revoke or cancel its tender or to vary the tender or any terms thereof.

18. Only manufacturers of **BISLERI, KINLEY & AQUAFINA** brands and its authorised distributors/agency/suppliers/dealers supplying these packaged drinking water in 20 ltrs Jar are eligible. Tenderers have to submit Certificate/documents for being authorised manufacturer/distributors/agency/suppliers of BISLERI, KINLEY & AQUAFINA brand(s) of packaged drinking water in 20 ltr Jar.

19. 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.

20. The Registry reserves the right to seek clarification or verification of any information supplied by the bidder.

21. Unrealistic rates quoted by the bidder, if proved unjustified would be rejected even, if it is the lowest.

22. The lowest bidder (L1) shall be decided on the basis of the lowest rates quoted for any of the BISLERI, KINLEY & AQUAFINA brand(s) by the Registry.

23. The tenderer shall give an undertaking (as per Annexure 'B') that the firm/ Partners/ Director/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.

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

#### **TERMS AND CONDITIONS FOR SUCCESSFUL TENDERER**

25. **The successful tenderer shall have to deposit the Performance Security of Rs.9,000/- (Rupees Nine Thousand only) for all the three brands or Rs. 3,000/- (Rupees Three Thousand) against each brand after adjusting earnest money of Rs.6,000/- for all the three brands or Rs. 2,000/- against each brand within one week from date of receipt of intimation for approval of rates,** which will be refunded on written request after 60 days only after successful completion of contractual period and payment of last bill whichever is later.

26. The tenderer should provide the name and telephone/mobile number of person, who can be contacted at any time, even beyond office hours and on holidays. The tenderer should be capable to arrange the supply even at short notice.

27. The Registry will have the authority to place order to supply of Water bottles beyond office hours, and on holidays, for which, no additional payment will be made.

28. The contractor shall maintain the quality, purity and taste of product same throughout the year. The quality of jars used for packaging of drinking water should be as per approved BIS standard norms and every jar should be clean, transparent and shouldn't have fungus (any green or other colour layer) inside the jar bottle.

29. The bill in triplicate may be sent to this office for settlement after delivery of the material has been done satisfactorily. No payment will be made for rejected supplies. All payment shall be made by ECS only.

30. The tenderer should make his own arrangement of loading, unloading and transporting of the packaged drinking water jars.

### **PENALTIES**

31. The supply of packaged drinking water will have to be made in the Registry from 10.00 AM to 4.00 P.M as and when asked to do so. If the supply is not made within the stipulated time and the Registry has to purchase the packaged drinking water from the market at higher rates, the excess amount spent on the same will be deducted from the bill of the contractor in addition to imposing penalty of 1% per day subject to maximum penalty of 10 % of delayed supply.

32. Even after awarding of Contract to supply packaged drinking water, the Registry reserves the right to terminate the services at any time, if the same are not found satisfactory in addition to forfeiture of performance security and the loss caused to the Registry, including the expenses incurred for a fresh tender, will be recovered from the successful tenderer.

33. The supplies 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 specifications and any complaint is received about its quality and performance during the course of their use/utilization, the entire supply will have to be replaced with the good one/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.

## **INVITATION OF TENDER**

34. Interested parties may send their tenders in two sealed envelopes superscribing (a) 'Earnest Money for awarding of rate contract for supply of BISLERI, KINLEY & AQUAFINA brand(s) packaged drinking water in 20 Ltrs Jars (b) 'Financial Bid for awarding of rate contract for supply of BISLERI, KINLEY & AQUAFINA brand(s) packaged drinking water in 20 Ltrs Jars addressed by name to the undersigned, or may be handed over personally at Registry's Receptoin Counter No. 17 (R&I) on or before 28.07.2022 upto 3.00 P.M. which will be opened 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 tender received after due date and/or time and/or without EMD or EMD Exemption Certificate will not be entertained. In the first instance, envelopes containing EMD will be opened. Thereafter, the envelopes containing tender documents will be opened.

Sd/-

(ANIL KUMAR SHARMA)  
ADDITIONAL REGISTRAR (AM)

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

**SUPREME COURT OF INDIA**  
**Tilak Marg, New Delhi - 110001**  
**ADMN. MATERIALS (M)**

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(To be filled in by the tenderer with reference to Notice Inviting Tender for awarding of contract for two years for supply of drinking water of "specify Name of Brand(s)" make)

- 1 Name of the tenderer with address :
- 2 Name of the contact person :  
with Telephone No./Mobile No./Fax No.  
and e-mail ID
- 3 GST No. (attach a copy also) :
4. PAN No, (attach a copy also) :
5. Whether all the terms & conditions  
of NIT are agreeable : Yes/No
6. FOR – Supreme Court Registry : Yes/No
7. **Rates for supply of BISLERI, KINLEY & AQUAFINA Packaged 20 litre Drinking Water Jar**

Sl. No.	Name of Brand	Rate per Jar 20 ltr (Exclusive of Tax) (in figures)	Rate per Jar 20 ltr (Exclusive of Tax) (in words)	% of GST	Refundable Security of Jar (each) (Rs.)
1.					
2.					
3.					

8. List of Major Clients with their Contact Person & Mobile No. :  
Signature with date and rubber stamp

**UNDERTAKING**

I/We undertake that (Name of the Firm/Partners/Director/Proprietor) has not been blacklisted/banned by any Government Department/Public Sector undertaking/ Autonomous Body.

Date :

Signature of the authorized signatory of  
the Firm/Company/Organization Stamp/Seal