

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

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

Dated : 24.12.2022

Last date for Submission of Tender: 16 January 2023 upto 3:00 P.M.  
at Counter No. 17(R&I)

**NOTICE INVITING TENDERS FOR**  
**AWARDING OF RATE CONTRACT FOR SUPPLY OF**  
**HIMALAYAN STILL (750 ml) AND VEEN STILL (660 ml) BRANDS,**  
**BOTH NATURAL MINERAL WATER IN GLASS BOTTLES**  
**FOR A PERIOD OF ONE YEAR**

Sealed tenders are invited from Delhi/NCR based reputed firms/ manufacturers/ authorised dealers/distributors, as per the Proforma attached herewith at Annexure 'A' for awarding of **RATE CONTRACT FOR SUPPLY OF HIMALAYAN STILL (750 ml) AND VEEN STILL (660 ml) BRANDS, BOTH NATURAL MINERAL WATER IN GLASS BOTTLES** respectively for a period of one year in the Registry of Supreme Court of India as and when required. However, likely average monthly consumption will be 2100 bottles for both brands. The demand of bottles 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 **HIMALAYAN STILL (750 ml) AND VEEN STILL (660 ml) brand natural mineral water in glass bottles respectively (b) 'Financial Bid for awarding of rate contract for supply of HIMALAYAN STILL (750 ml) AND VEEN STILL (660 ml) brand natural mineral water in glass bottles respectively.**
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 natural mineral water in Annexure 'A' annexed hereto. The rates shall be valid for a period of one year from the date of awarding of the contract.

7. The tenderers are required to send their tenders along with a Demand Draft of **Rs.50,000/- (Rupees Fifty Thousand only) for supply of both the brands (Himalayan & Veen) OR Rs. 25,000/- (Rupees Twenty Five Thousand only) for single 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 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.

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 HIMALAYAN (STILL) & VEEN (STILL) brand(s) and its authorised distributors / agency / suppliers / dealers supplying these natural mineral**

**water in 750 ml and 660 ml glass bottles respectively are eligible.** Tenderers have to submit Certificate/documents for being authorised manufacturer/ distributors/ agency/ suppliers of HIMALAYAN STILL (750 ml) AND VEEN STILL (660 ml) brand natural mineral water in glass bottles respectively.

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 HIMALAYAN & VEEN 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.75,000/- (Rupees Seventy Five Thousand only) for both brands or Rs.37,500/- (Rupees Thirty Seven Thousand and Five Hundred only) against single brand after adjusting earnest money of Rs.50,000/- for both brands or Rs. 25,000/- against single 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 or 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 contract will be for a period of twelve calendar months from the date of award of the Contract. However, the contract may further be extended for a period of another one year on the same rates, terms & conditions subject to satisfactory performance by the firm.

29. The bill in triplicate may be sent to the Registry 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/her own arrangement of loading, unloading and transporting of the water bottles.

### **PENALTIES**

31. The supply of natural mineral water will have to be generally made in the Registry from 10.00 AM to 4.00 P.M or in emergent requirement, whenever it is 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 natural mineral 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.

34. The contractor shall maintain the quality, purity and taste of product same throughout the year. The quality/specifications of natural mineral water in glass bottles should be as per approved BIS standard norms (BIS-13428). In case of deficiency in service or quality of water, it would be open for this Registry to cancel the contract and forfeit the performance security.

### **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 HIMALAYAN STILL (750 ml) AND VEEN STILL (660 ml) brand both natural mineral water in glass bottles respectively.  
(b) 'Financial Bid for awarding of rate contract for supply of HIMALAYAN STILL (750 ml) AND VEEN STILL (660 ml) brand natural mineral water in glass bottles respectively addressed by name to Ms Padma Sunder, Assistant Registrar (AM) or may be handed over personally to her or may be handed over at Registry's Reception Counter No. 17 (R&I) on or before 16.01.2023 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'

**Note : The Registry will remain closed from 26.12.2022 to 31.12.2022 for Christmas Holidays.**

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

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

Dated : 24.12.2022

Last date for Submission of Tender: 16th January, 2023 upto 3:00 P.M.  
at Counter No. 17(R&I)

**NOTICE INVITING TENDERS FOR**  
**AWARDING OF RATE CONTRACT FOR SUPPLY OF**  
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**FOR A PERIOD OF ONE YEAR**

(To be filled in by the tenderer with reference to Notice Inviting Tender for awarding of contract for one year for supply of natural mineral 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 **HIMALAYAN (750ml) & VEEN(660ml) brands natural mineral water in glass bottles respectively :**

Sl. No.	Name of Brand	Rate per glass bottle (Exclusive of Tax)		% of GST	Total Net
		In figures	In words		
1.					
2.					

8. List of Major Clients with their  
Contact Person & Mobile No. :
9. Certificate as per clause 18 of NIT enclosed : Yes/No

Signature with date and rubber stamp

**ANNEXURE -'B'**

**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