

**Supreme Court of India
New Delhi**

F.No.87/PSB/19/SCI(AM)
Dated: 10.06.2019

From: Ajay Kumar Jain
Assistant Registrar (AM)

To,

As per List attached.

Sub : NIT for Contract for Re-painting (Spray Painting) of Black Colour Steel Benches.

Sir,

I am directed to enclose herewith Terms and Conditions of NIT dated 21.05.2019 for awarding of contact for re-painting (spray painting) of black colour steel benches.

You are, therefore, requested to quote your rates as per the Terms and Conditions of NIT dated 21.05.2019 as stated above, addressed to Sh. Basudev Sharma, Additional Registrar (AM), Supreme Court of India, Tilak Marg, New Delhi, by name so as to reach on or before **24th June, 2019 by 3.00 P.M.** The tenders will be opened by the Committee of the officers on **24th June, 2019 at 3:30 P.M.** before the tenderers or their authorised representatives who may wish to remain present in the Supreme Court Registry. The tenders received after stipulated date / time will not be entertained.

Assistant Registrar (AM)

SUPREME COURT OF INDIA
(ADMN. MATERIAL BRANCH)
(Tilak, Marg, New Delhi-110201)

F.No.87/PSB/19/SCI(AM)
Dated :21.05.2019

RE-ISSUE OF NOTICE INVITING TENDER
FOR
CONTRACT FOR RE-PAINTING (SPARY PAINTING) OF BLACK
COLOUR STEEL BENCHES

Sealed Tenders are invited, as per the Proformas attached herewith, for entering into rate contract for a period of **Two Years** for awarding of contract for Re-painting (Spray Painting) of Black Colour Steel Benches with minor repair, 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 the work will be executed at the location, as and when required.

Interested parties, if so desire, may contact Branch Officer, Admn. Material Branch (P&S) (Tel.: 23388745,23111403, 23112257) on any working day between 10.30 AM to 4.30 PM (except Saturdays, Sundays and Holidays) for any further information before quoting the rates.

TERMS AND CONDITIONS

A. TENDER

1. Two separate Sealed envelopes should be used for submitting (i) Earnest Money and (ii) Tender document, superscribing (a) "Earnest Money for Re-painting (Spray Painting) of black colour steel benches" and (b) "Tender for Re-painting (Spray Painting) of black colour steel benches" on the cover of the respective envelopes.
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 alongwith his own identity proof to the Reception Office at Reception Counter No.42 for issuance of Entry Pass.
3. The tenderers are expected to examine all the instructions, Proforma's 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 the 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 working day of the Registry will be treated as due date of the tender.
5. Rates quoted in the tender will remain unchanged during the contractual period. Under no circumstances rate revision will be allowed.

B. TERMS AND CONDITIONS OF TENDER

6. The tenderer is required to quote their lowest rates, GST (with percentage), discounts and details (inclusive of labour and cartage charges) for Re-painting (Spray Painting) of black colour steel benches as per the Annexures-'A' hereto.
7. The tenderer is required to send their tender alongwith a Demand Draft of Rs.1,000/- (Rupees One thousand only) drawn in favour of "The Registrar, Supreme Court of India, New Delhi" as Earnest Money, which will be refunded to the unsuccessful tenderer on their written request after awarding the contract to the successful Tenderer. Name of the firm, telephone no. and name of the job may be indicated on the reverse side of the Demand Draft. No interest will be payable on EMD.
8. The rates should be valid for a minimum period of 120 days from the date of opening of the Tender. The tenderer shall not be entitled during the said period of 120 days to revoke or cancel its tender or to vary the tender or any terms thereof.
9. Hypothetical or conditional Tender will not be entertained. Tender once submitted shall not be allowed to be withdrawn or altered, otherwise appropriate action as may be deemed fit by the Registry will be taken against that Tenderer, including forfeiture of Earnest Money. The tenderer shall be bound by the terms and conditions of the tender. If the tender is withdrawn or altered by the concerned party at any time after it is submitted, appropriate action may be taken.
10. The Registry will deal with the tenderer directly and no middleman/agents/ Commission agents etc. should be asked by the tenderer 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/ organization or otherwise.

11. The tenderer should have a well established workshop/infrastructure and must possess minimum three years experience in any reputed organization including Government Offices.
12. 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.
13. The Earnest Money/ Security deposit shall stand forfeited in case of breach of any of the conditions mentioned herein.
14. Over-writing/over-typing or erasing of the figures which render it doubtful or ambiguous are not allowed and shall render the tender invalid.
15. The Registry, in its discretion, reserves the right to reject or accept any or all the tenders, wholly or partly, without assigning any reason therefore at any stage of tendering process.
16. The tenderers shall quote rates both in figures and words.
17. 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.
18. The Registry is not bound to accept the rates submitted by the lowest tenderer or any other tenderer nor does it undertake to assign any reasons for its decision in this matter.

C. TERMS AND CONDITIONS FOR SUCCESSFUL TENDERER

19. The successful tenderer will have to deposit Performance Security amount of Rs.5,000/- (Rupees Five Thousand only) within a week from the date of awarding of contract, by way of Demand Draft drawn in favour of "The Registrar, 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. 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.

20. The rates so quoted should be valid for a period of **Two years** from the date of awarding of Contract, as the re-painting work will be required to be done at different intervals during the Contractual Period as and when required. Rates quoted shall include costs of commuting and no separate travelling charges shall be admissible.
21. The successful tenderer to whom contract is awarded will be required to attend the job howsoever small it may be within 24 hours either on call basis, e-mail or after the receipt of work order whichever is communicated earlier.
22. There is no assurance regarding the minimum number of benches to be entrusted at each time and the number of benches entrusted at a time may vary from time to time. The successful tenderer shall accept the entrustment even if the number of benches entrusted is considerably low.
23. If the repair work is not possible in the premises of the Registry/ residential offices of Hon'ble Judges etc., the same may be collected from the respective location, done by the successful tenderer at their workshop and returned back by the tenderer for which no extra charges (cartage etc.) will, however, be payable on this account.
24. 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.
25. The job will be required to be done on bill basis without payment of any advance amount. The payment will be made after receipt of the bill complete in all respects duly certified by the concerned officer that the jobs mentioned in the bill have actually been carried out satisfactorily.
26. Payment of the work done shall be made on bill basis generally within 15 days from the date of presentation of proper bill with satisfactory report of the concerned officer.
27. 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 compensation or financial assistance on this account.
28. The firm shall be responsible for any injury or accident to the person deployed by them for performing the job.

D. PENALTIES

29. 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.
30. 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.
31. 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 wilful laches of the tenderer).
32. Any loss/damage sustained to the Registry's Benches will be recovered from the successful tenderer.
33. Even after awarding the said contract, the Registry reserves the right to terminate the same, if services of the successful tenderer are not found satisfactorily.
34. In case of default of any conditions stated in regard to, by the successful tenderer during the period of their contract, the security deposit shall stand forfeited without any further notice of opportunity.

E. INVITATION OF TENDER

Interested parties may send their **sealed tenders** in two separate sealed envelopes, one containing (i) Earnest Money and (ii) Tender document, superscribing on the envelopes **(a) “Earnest Money for Re-painting of Black Colour Steel Benches with minor repair”** and **(b) “Tender for Re-painting of Black Colour Steel Benches with minor repair”** respectively addressed by name to the undersigned, or may be handed over personally to Registry's Reception Counter No.42 near PRO office on or before **24th June, 2019**, upto 3.00 P.M. which will be opened on the same day 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 tenders received after due date/or time and/or 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.

(Basudev Sharma)
Additional Registrar (AM)
21.05.2019

Encl.: Annexures - 'A' & 'B'.

SUPREME COURT OF INDIA
(ADMN. MATERIAL BRANCH)

F.No.87/PSB/2019/SCI(AM)
Dated : 21.05.2019

Last date : 24th June, 2019

PROFORMA

(To be filled in by the tenderers with reference to Notice Inviting Tender dated 21.05.2019 for Awarding of Contract for Re-painting of Black Colour Steel Benches with minor repair)

1. Name of the tenderer with address :

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

3. Fax No./E-mail ID :

4. GST Number (Copy) :

5. GST (in %) :

6. Pan Card No. (with copy) :

7. Whether all the terms & conditions of
the N.I.T. Are agreeable :

8. Rates

| S. No. | Work | Rate per bench (in Rs.) |
|--------|--|-------------------------|
| 1 | Re-painting (Spray Painting) of Black Colour Steel Benches (with minor Repair) | |

Signature with date and
Rubber Stamp of the tenderer

UNDERTAKING

I/We undertake that (name of the company) has not been blacklisted/ banned by any Government Department/ Public Sector undertaking/ Autonomous Body.

(Signature with rubber stamp)

Date:

Place: