

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

**Last date for submission of  
Tender is 08.03.2018 upto 03:00 PM**

**F.No.1162/AC/PUR/18-SCI(AM)  
Dated: 13.02.2018**

**NOTICE INVITING TENDER**

**RATE CONTRACT FOR PURCHASE OF WINDOW AND SPLIT AIR  
CONDITIONERS WITH 5 STAR RATING (AS FINALISED BY BUREAU ENERGY  
EFFICIENCY (BEE) FOR 2018) AND STABILIZERS**

Sealed tenders are invited from the branded and reputed firms/manufacturers/retailers/authorised dealers of Window and Split Air Conditioners with 5 Star rating (as finalized for 2018 by Bureau Energy Efficiency) 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 Branch Officer (Tel.No.23388745/23111403/23112257) 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) Earnest Money and (ii) Tender documents superscribing (a) Earnest Money for supply of Window and Split Air Conditioners (b) Tender for supply of Window and Split Air Conditioners.
  
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.

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 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 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, for Air Conditioners and stabilizers with discount, if any, and percentage of GST/TAX. 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.22,000/- (Rupees Twenty 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, telephone number and name of the item** may be written on the reverse side of the Demand Draft.
7. The rates quoted in the tender will remain unchanged during the contractual period. Under no circumstances rate revision will be allowed.
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 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. 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 it doubtful or ambiguous are not allowed and shall render the tender invalid.
11. The Registry reserved the right to make any changes, 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 pen.
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.
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 infrastructure with qualified staff for execution of work and process minimum three years experience including in the Government Offices.
17. Each tenderer has to certify that all the terms and conditions are acceptable to him. The Security deposit shall stand foreited in case of breach of any of the condition.
18. During the subsistence of contract, in case of breach of any condition or deficiency in service, the Registry have a right to terminate the contract and to entrust the work to another contractor. The loss, if any, sustained by the Registry on the account will be recovered from the tenderer.

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

19. The successful tenderer shall have to give performance security deposit @ 5% of total value of tender after adjusting the amount of Rs. 22,000/- ( Rupees Twenty Two Thousand only) already deposited as Earnest Money along with the tender by way of Demand Draft drawn in favour of 'The Registrar (Admn), Supreme Court of India, New Delhi". The performance security deposit will be refunded after two months from the date of successful delivery/installation, and/or payment of their bill and/or expiry of warranty/guarantee period, whichever is later. The Earnest Money deposited along with the tender would be adjusted against the Security Deposit.

20. 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.
21. 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.
22. 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.
23. The tender should accompany a certificate of being authorized supplier of the manufacturing firm.
24. The successful tenderer have to give an undertaking mentioned at Annexure 'B' regarding supply of the material.

#### **D. PENALTIES**

25. 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.
26. 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.
27. 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.

28. 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) Earnest Money and (ii) Tender Documents superscribing (a) "Earnest Money for supply of Window and Split Air Conditioners with stabilizers" and (b) "Tender Documents for supply of Window and Split Air Conditioners with stabilizers" respectively addressed by name to the undersigned or may be handed over personally to Registry's Reception Counter No.37 near PRO office on or before 08.03.2018 at 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 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, 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.

**Sd/-**

(BASU DEV SHARMA)  
ADDITIONAL REGISTRAR (AM)  
13.02.18

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

**NOTE: Registry shall remain closed from 26.02.2018 to 03.03.2018 due to Holi Holidays**

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

Last date for submission of  
Tender 08.03.2018 upto 03:00 PM

F.No.1162/AC/PUR/18-SCI(AM)  
Dated: 13.02.2018

**TO BE FILLED BY THE TENDERERS WITH REFERENCE TO NOTICE INVITING  
TENDER FOR AWARD OF ANNUAL RATE CONTRACT FOR PURCHASE OF  
WINDOW AND SPLIT AIR CONDITIONERS WITH 5 STAR RATING  
(AS FINALISED BY BUREAU ENERGY EFFICIENCY (BEE) FOR 2018)**

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) (with photocopy) :
4. Copy of GST Registration No. :
5. Details regarding Air Conditioners :

S. No.	Description of item	Make & Model with	Unit Rate (Exclusive of Tax)	% of GST	Warranty
i.	Window 1.5 ton 5 Star				
ii.	Window 2 ton 5 Star				
iii.	Split 1.5 ton 5 Star				
iv.	Split 2 ton 5 Star				
v.	All weather 5 star 1.5 ton				
vi.	All weather 5 star 2 ton				
vii.	4 KVA Stabilizer of (Wall mounted)				
viii.	5 KVA Stabilizer of (Wall mounted)				
ix.	Installation Charges per Window Air Conditioner				

S. No.	Description of item	Make & Model	Unit Rate (Exclusive of Tax)	% of GST	Warranty
x.	Installation Charges per Split Air Conditioner				
xi.	Discount offered on bulk purchase				
xii.	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				

**Note:** If any Air Conditioner is not available in 5 Star, in that case the rate of highest star may be quoted.

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

Signature with date and rubber stamp of the tenderer

UNDERTAKING

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: \_\_\_\_\_