

SUPREME COURT OF INDIA

NEW DELHI

DATED: 02-05-2024

From: Padma Sundar

E-mail : boamsupremecourt.sc@nic.in

Assistant Registrar (AM)

Tel.no. : - 011-23115864

To: M/s *Toyota Kirloskar, Galaxy Toyota (Lajpat Nagar), Galaxy Toyota (Nazafgarh)*
Crystal Toyota, Espirit Toyota, Uttam Toyota (Gzb.), MGF Toyota, 36 Toyota.

**Subject: Tender for supply of 10 (Ten) NO.s of Toyota Innova
Hycross Hybrid ZX (O) Model In Black Colour**

Sir,

The Supreme Court Registry intends to procure **10 (TEN) NOS. OF TOYOTA INNOVA HYCROSS HYBRID ZX (O) MODEL IN BLACK COLOUR** as per the detailed terms and conditions notified vide NIT dated 10.04.2024 (copy enclosed). Accordingly, sealed tenders/quotations are invited from the manufacturer, original equipment manufacturers/authorized dealers based in Delhi and NCR Region..

You are therefore requested to submit the sealed tender at e-Sewa Kendra, Counter no.-2, Main Building, Supreme Court of India, along with **proforma at Annexure 'A'** of enclosed NIT on or before 09.05.2024 upto 04:00 p.m. as per the terms and conditions of NIT dated 10.04.2024.

Encl.: NIT including proforma

Padmasundar 2.5.24
Assistant Registrar (AM)

SUPREME COURT OF INDIA
ADMN. MATERIALS BRANCH
TILAK MARG, NEW DELHI - 110001

Last date for Submission of Tender : 26.04.2024 upto 3:00 P.M.
at the e-Sewa Kendra, Counter No.-2 ,Main Building.
Supreme Court of India, Tilak Marg. New Delhi-110001

F.NO. 1727/Vehicles/24/SCI(AM)
DATED: 10.04.2024

LIMITED NOTICE INVITING TENDER FOR
SUPPLY OF 10 (TEN) NOS. OF TOYOTA INNOVA HYCROSS HYBRID ZX (O) MODEL
IN BLACK COLOUR BY ORIGINAL EQUIPMENT MANUFACTURER (OEM) AND
DELHI/NCR AUTHORIZED DEALERS

Sealed tenders are invited on proformas attached herewith (Annexures A to C) for supply of **10 (TEN) NOS. OF TOYOTA INNOVA HYCROSS HYBRID ZX (O) MODEL IN BLACK COLOUR FROM THE MANUFACTURER / AUTHORIZED DEALERS BASED IN DELHI AND NCR REGION** for use in the Registry by Protocol Branch and the vehicles are to be registered in Delhi.

Interested parties, if so desire, may contact Branch Officer, Admn. Materials (Maintenance) at telephone No. 011-23115864 on any working day between 10:30 AM and 4:00 PM (except Saturdays, Sundays and Holidays) for any further information before quoting the rates.

A. TENDER

1. **A single sealed envelope** should be used for submitting **Tender document** superscribing on the envelope "Tender for supply of 10 (Ten) Nos. of Toyota Innova Hycross Hybrid ZX (O) Model in Black Colour".
2. The tender may be sent by post sufficiently early so as to reach the Registry within the stipulated date and time, or may be delivered at e-Sewa Kendra, Counter No.-2. Main Building, Supreme Court of India, Tilak Marg, New Delhi-110001. 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 at e-Sewa Kendra, Counter No.-2, Main Building, Supreme Court of India, Tilak Marg, New Delhi-110001 .
3. The tenderer is 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 shall be at the tenderer's risk and may result in the rejection of the tender.

Sd/-

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, then the next working day of the Registry will be treated as due date of tender.
5. Rates quoted in the tender will remain unchanged. Under no circumstances rate revision will be allowed.

B. TERMS AND CONDITIONS OF TENDER

6. The Tenderers are required to quote their lowest rates **excluding Insurance and Road Tax** for the above mentioned **10 (TEN) NOS. OF TOYOTA INNOVA HYCROSS HYBRID ZX (O) MODEL IN BLACK COLOUR .**
7. **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.
8. Hypothetical or conditional Tenderers 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. 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.
9. The Registry will deal with the tenderer directly and no middlemen/ agents/commission agents etc. should be asked by the tenderer to represent the cause and they will not be entertained by the Registry. The Tender Form is not transferable and agency shall not be permitted to transfer its rights and obligations to any other person/organization 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 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 give an undertaking **(as per Annexure-C)** 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.

Sd/-

13. 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 the tenders, wholly or completely, without assigning any reason thereof at any stage of tendering process.
14. 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.
15. The tenderer should specifically state whether rates are inclusive of GST or CESS (as applicable) and if it is not, it will be deemed that rates are inclusive of GST or CESS.
16. 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.
17. 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.
18. Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited.
19. The supply of **10 (TEN) NOS. OF TOYOTA INNOVA HYCROSS HYBRID ZX (O) MODEL IN BLACK COLOUR** 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, the entire supply will have to be replaced exactly commensurate with approved specifications at the cost of the tenderer. The decision of the Committee in this regard shall be final.
20. The payment will be made only after the full supply is received and accepted as per approved specifications.

C. TERMS AND CONDITIONS FOR SUCCESSFUL TENDERER

21. The successful tenderer shall be responsible to get the HSRP (number plate), accessories, etc. affixed on the vehicles, after the delivery of the vehicles and at the Supreme Court premises at its own cost.
22. The successful tenderer will have to abide by the terms and conditions as may be fixed from time to time by the Registrar, Supreme Court of India, New Delhi.
23. The tender should accompany an undertaking of Authenticity as per proforma placed at **Annexure B.**

Sd/-

D. PENALTIES

24. The delivery of the vehicles shall be required to be made **within 30 days** on receipt of the Purchase Order and in case supply is not received within the stipulated time and the Registry is forced to make purchase to meet the urgent demand, the loss, if any, would be recovered from the tenderer.
25. Irrespective of the fact as to whether or not the Registry makes the purchase from outside, the Registry may impose penalty of 1% per month subject to maximum of 10% of the total cost, for delayed delivery, if the delay is due to willful laches or negligence of the tenderer and it causes financial loss or inconvenience to the Registry

E. INVITATION OF TENDER

Interested parties may send their sealed tenders in one separate sealed envelope containing **tender document**, superscribing on the envelope tender for supply of **10 (TEN) NOS. OF TOYOTA INNOVA HYCROSS HYBRID ZX (O) MODEL IN BLACK COLOUR** addressed by name to Shri. Anil Kumar Sharma, Additional Registrar (AM), Supreme Court of India, New Delhi, so as to **reach on or before 26.04.2024 upto 3:00 p.m.** which **may be opened on the same day i.e. 26.04.2024 at 4:00 p.m** in the Registry, by a Committee of Officers constituted for the purpose in the presence of the tenderers or their authorized representatives who may wish to remain present. **The tenders received after due date and/or time will not be entertained.**

In case less than two 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.

sd/-

(ANIL KUMAR SHARMA)
ADDITIONAL REGISTRAR (AM)
10.04.2024

Encls: Annexures 'A' to 'C'

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

Last date for Submission of Tender: 26th April, 2024 upto 3:00 P.M.
at e-Sewa Kendra, Counter No.-2,
Main Building, Supreme Court Of India, Tilak Marg, New Delhi-110001

PROFORMA

(TO BE FILLED IN BY THE TENDERER WITH REFERENCE TO NOTICE INVITING TENDER
DATED 10.04.2024 FOR SUPPLY OF 10 (TEN) NOS. OF TOYOTA INNOVA HYCROSS HYBRID
ZX (O) MODEL IN BLACK COLOUR)

1. Name of the tenderer with address :
2. Name of the contact person with
Mobile/Telephone No. (s) :
3. Fax No./E-mail ID :
4. GST No. :
5. Price Schedule as per below table:

S.No.	Description	Rates for 1 vehicle.	Description	Rates for 10 vehicles.
a	Ex Showroom Price (Without GST and Excluding road tax and insurance) of 1 (One) No. of Toyota Innova Hycross Hybrid ZX(O) Model in Black Colour .		Ex Showroom Price (Without GST and Excluding road tax and insurance) of 10 (Ten) Nos. of Toyota Innova Hycross Hybrid ZX(O) Model in Black Colour .	
	Amount of Discount		Amount of Discount	
	Ex Showroom Price after discount		Ex Showroom Price after discount	
b	Mandatory Charges (GST, CESS,HSRP, TCS, etc., if any) for 1 no. of vehicle. (Excluding road tax, insurance)	Bifurcation of each mandatory charges. 1. 2. 3. 4. Total -	Mandatory Charges (GST, CESS,HSRP, TCS, etc., if any) for 10 nos. of vehicles. (Excluding road tax, insurance)	Bifurcation of each mandatory charges. 1. 2. 3. 4. Total -
c	Grand Total (net) (Final amount to be paid to the dealer) for 1 no. of		Grand Total (net) (Final amount to be paid to the dealer) for 10 nos.	

Sd/-

	vehicle. (a+b)		of vehicles. (a+b)	
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6. Free additional accessories
(specify the items along with price) :
7. No. of free services :
8. Guarantee/Warranty of Vehicle : In Years _____
In KMs _____
9. Copy of Authorization
Certificate issued by OEM Company attached: Yes/No
10. Have you ever supplied similar vehicles
to any Govt. Departments/PSUs etc.
at lower rates : (Yes/No)

Signature with date and rubber stamp of the tenderer

Sd/-

ANNEXURE 'B'

Sub : Undertaking of Authenticity for supply 10 (Ten) Nos. of Toyota Innova Hycross Hybrid ZX (O) Model in Black Colour .

Ref : 1. Your Purchase Order No. _____ Dated _____.

2. Our invoice no./Quotation no. _____ Dated _____.

With reference to the _____ being supplied/quoted to you vide our invoice no./quotation no./order no. cited above, _____ We hereby undertake that all the components/parts/assembly used in the product shall be original new components/parts/assembly only and manufactured at the same period from manufacturing company and that no refurbished/duplicate/second hand components/parts/ assembly/ software are being used or shall be used.

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 the authorized license certificate and also that it shall be sourced from the authorized 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 performance security, if any produced, forfeited.

We.....also take full responsibility of both components/parts & Mother body as per the content even if there is any defect by our authorized Service Center/Reseller/SI etc.

Authorized Signatory :

Name :

Designation :

sd/-

ANNEXURE 'C'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

Signature of the authorized signatory
of the firm/ company/ organization/
Official Stamp/ Seal.

Date:

Place:

Sd/-