

SUPREME COURT OF INDIA
ADMN. MATERIAL(M)

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

Dated : 12.08.2025

Last date for Submission of Tender: 2nd September, 2025 upto 3:00 P.M.

GeM BID NOTICE
FOR AWARDING OF RATE CONTRACT FOR SUPPLY OF BRANDED
DRINKING WATER IN 20 LTR JARS FOR A PERIOD OF ONE YEAR

1. Supreme Court of India, an apex Judicial Body under Constitution of India intends to invite online bids/ tenders through GeM portal from Delhi/NCR based reputed firms/manufacturers/authorised dealers/distributors of Bisleri, Kinley, Oxyrich, Mount Kailash, Bailey, McDowells, Aquafina as per the Proforma attached herewith at Annexure 'A', for awarding rate contract for supply of packaged drinking water in 20 Ltrs Jars, for a period of one (01) year, in the Registry of Supreme Court of India as and when required (including Sundays, Public/Gazetted holidays). The average monthly consumption of packaged water is expected to be 600 Jars (in 20 ltrs) approximately. The exact requirement during the contract period may increase/decrease depending upon its demand.

Manual bids shall not be accepted under any circumstances. The offer submitted by fax / e-mail shall not be considered. No correspondence will be entertained in this matter. The tenderers are, therefore, required to quote rates online on GeM Portal only.

2. **DOCUMENTS DOWNLOAD**

2.1 The bids/ tenders are to be submitted online on GeM Portal in strict compliance to the schedule mentioned in the Critical Date Sheet given hereunder:

<u>CRITICAL DATE SHEET</u>		
Stage	Date	Time
Bid/ Tender Document Publishing Date & Time	12.08.2025	16:15 Hrs.
Bid/ Tender Document Download Start Date & Time	12.08.2025	16:30 Hrs.
Bid/ Tender Submission Start Date & Time	12.08.2025	16:30 Hrs.
Bid/ Tender Submission End Date & Time	02.09.2025	15:00 Hrs.
Bid/ Tender Opening Date & Time	02.09.2025	15:30 Hrs.

Note: In case the date of Submission/Opening of tender is declared as a Public Holiday, the tenders will be opened on the next working day at the same time.

2.2 Tender documents are also available on Supreme Court of India website <https://www.sci.gov.in/notice-category/tenders/> (for reference only).

2.3 Not more than one tender shall be submitted by one Bidder or Bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e., when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

2.4 The tenderer shall not tamper/modify the tender form including downloaded price bid template in any manner. In case the same is found to be tampered/modified in any manner, tender will be summarily rejected and EMD would be forfeited and tenderer will also be liable to be banned from doing business with the Registry for a specified period as deemed fit.

2.5 The tenderers are advised to regularly visit GeM Portal and official website of Supreme Court of India i.e. <https://www.sci.gov.in/notice-category/tenders> to keep themselves updated with any change/ modification in the tender which will be intimated through this website only by corrigendum / addendum/ amendment. **No individual correspondence shall be entertained in this regard.**

2.6 The tenderers are required to quote the competitive rates online for packaged drinking water in 20 ltr. Jars on GeM Portal as per GeM guidelines. The rates shall be valid for a period of one year from the date of awarding of the contract.

(A) ELIGIBILITY CRITERIA

3. The eligibility criteria for the Prospective Tenderer which need to be complied with the technical bid and will form part of Technical Evaluation is as follows:

- a) The bidder should have Manufacturer's Authorization Form (**MAF**) for supply of packaged drinking water.
- b) The tenderer must comply with latest ISO, BIS, FSSAI standards, as amended from time to time. Authorization Certificate, ISO, BIS & FSSAI Certificate should be uploaded along with the bid.
- c) The tenderer should have an average annual turnover of the last three (03) years ending March, 2025 of ₹39 lakhs or above and proof of the same should be enclosed. However, this would not be applicable to the firms/Service Provider who are holding valid **Udyam Registration** or holding valid Startup Recognition Certificate, which is to be uploaded while bidding online.
- d) Bidder must have valid GST Registration Certificate. A copy of the same should be enclosed with the Technical-Bid.
- e) Bidder must possess valid PAN Card. A copy of the same should be enclosed with the Technical-Bid.
- f) The Bidder must have an office in Delhi/NCR, to support the services.
- g) The bidders should have experience in providing services of supplying packaged water and should have been in existence for the last 3 years.
- h) The Bidder should provide two (02) Work Orders/Contracts from prestigious organisations

and One (1) running work contract in providing Packaged Water services to Government organisations, PSU or Autonomous bodies.

- i) **Satisfactory service certificates or Work Orders** should be uploaded to support both points (g) and (h) above, with details of Contact Person, Telephone No., email etc.

Note: The Tenderer will be evaluated based on meeting the tender criteria viz. submission of EMD/experience/accepting the terms and conditions etc. and shall normally be awarded to the lowest evaluated quotationer whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily.

(B) BID SUBMISSION

4. The bidders/ tenderers are required to submit **Earnest Money Deposit (EMD) of Rs. 19,000/- (Rupees Nineteen Thousand Only)** in the form of Demand Draft (DD) drawn in favour of “The Registrar (Admn.), ‘Supreme Court of India’ payable at New Delhi”, in a separate sealed envelope/ cover (superscribing the title of this NIT and EMD). The sealed envelope/cover containing EMD shall be addressed to **Deputy Registrar (AM), Supreme Court of India, New Delhi**, so as to reach Registry’s R&I Counter No. 25 or 26 at Main Building, Supreme Court of India, New Delhi-110001, on or before **Bid Submission End Date**, and a signed/ stamped copy of the same has to be uploaded on GeM Portal.

5. The Tender not accompanied with the EMD is liable to be rejected. However, the bidders seeking EMD exemption, must submit the valid supporting document for the relevant category as per GEM GTC with the bid. Under MSE category, only manufacturers for goods and service providers for services are eligible for exemption from EMD. Traders are excluded from the purview of this policy.

PART –I: Technical Bid shall contain the following:

S. No.	<u>Documents To Be Uploaded</u> (All the documents must be sequentially numbered and uploaded in the below mentioned chronological order)
1.	Tender document signed and stamped (This complete document including Terms & Conditions and Other Instructions etc.)
2.	Signed/ Stamped Scanned copy of EMD/ Exemption Certificate, as the case may be
3.	Signed and stamped copy of duly filled <u>Technical Bid Proforma</u> as per format at <u>Annexure ‘A’</u> (Page Nos. 11-13)
4.	Signed and stamped copy of <u>Undertaking/ Declaration</u> as per format at <u>Annexure ‘B’</u> (Page No. 14) on the letter head of the bidding firm.
5.	Signed and stamped copy of <u>(MAF)</u> as per format at <u>Annexure ‘C’</u> of this document on the letter head of the bidding firm, issued by OEM
6.	Signed/ Stamped proof of their domicile in Delhi/NCR along with address of the office

7.	Signed/ Stamped copy of Registration/ Incorporation Certificate of the bidding firm (should have been 3 or more years old)
8.	Signed/ Stamped copy of PAN Number
9.	Signed/ Stamped copy of GST Registration
10.	Signed copy of latest certifications of ISO, BIS, FSSAI standards (such as IS 14543:2024 etc.)
11.	Signed/ Stamped copy of Audited Accounts Statement of annual turnover for last three financial years (i.e., 2022-23, 2023-24, 2024-25)
12.	Signed/ Stamped copies of satisfactory work certificate/work order in support of Satisfactory Work completion from two (02) prestigious Organisations
13.	Signed/ Stamped Work Order/ Proof in support of proof of one (01) running contract with Government organisations, PSU or Autonomous bodies
14.	Signed/ Stamped copy of duly filled Check List of Documents to be uploaded, as per format at Page No. 15.
Every page must be signed and stamped by the authorized official of the bidder/tenderer firm, failing which, it is liable to be rejected.	

6. EMD of the unsuccessful bidders/ tenderers would be returned by way of RTGS/NEFT or cheque after the contract has been finally awarded to the successful bidder/ tenderer and no interest will be payable on EMD.

PART –II: Price Bid contain following:

(i) The Price Bid shall contain only schedule of rates duly filled in. NO stipulation, deviation, terms & conditions, presumptions etc. is permissible in price part of the bid. The Registry shall not take any cognizance of any such conditions and may at its discretion reject such price bid.

(ii) Bidders shall submit the tender online on GeM Portal on or before the due date and time of bid submission. Tender submitted by any other form (fax/email/courier/post/hard copy) will be summarily rejected.

(C) QUALITY OF WATER

7. The water should be potable drinking quality water complying with latest ISO, BIS, FSSAI standards, as amended from time to time.

8. Water should be clear, potable, totally hygienic, odourless, complying with requisite international standards for drinking.

9. Any liability arising out of unsafe water supplied will be borne by of the bidder.

10. The bidder shall submit the test report of water on monthly basis, or as and when required by the Registry. The water should pass drinking water parameters specially in regard to TDS level, or any such yardsticks prescribed by ISO, BIS, FSSAI, etc. and the expenses of tests would be borne by the supplier only.

(D) GENERAL TERMS & CONDITIONS

11. The bidders/ tenderer must read all the instructions, Proformas' terms & conditions and specifications carefully and ensure compliance with the instructions herein. Failing to furnish all the information as required by the tender document in any respect will be at the bidders'/ tenderers' risk and may result in rejection of the bid/ tender.
12. The rates quoted online should be inclusive of all Govt. levies etc. and no additional charges (transport/ carry charges or any other charges) will be paid by the Supreme Court Registry.
13. Certified translated copy of supporting documents should be uploaded in English, in case of documents available in Regional/ vernacular language.
14. Those Technical bids which are found to be in order i.e. satisfying all the stipulated conditions for Packaged Water shall be short-listed and financial bids of only such short-listed bidders will be opened as per GeM guidelines. The bidder not fulfilling eligibility conditions of the tender will not be considered under any circumstances.
15. 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.
16. In case of more than one L1 bid emerging, the bidder will be selected as per GeM guidelines.
17. Registry is not bound to accept the lowest bid/ tender and reserves the right to reject or accept any or all the bids/ tenders, partly or completely, at any time without assigning any reason thereof.
18. 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.
19. The decision of the Registry will be final conclusive and binding on the bidder and the Registry takes no responsibility for any delay whatsoever for submission of tender after the last date and time given in the schedule.
20. In case the successful bidder fails to undertake the work within 7 days from the date of issue of work order, the Registry reserves the right to terminate the contract or at its discretion will forfeit the security deposit/EMD furnished by the bidder.
21. The rates should be valid for a **minimum period of 90 days** from the date of opening of tenders. The bidder/ tenderer shall not be entitled during the said period of 90 days to revoke or cancel its bid/ tender or to vary the tender or any terms thereof.
22. The bidders/ tenderers shall give an undertaking (**as per Annexure -'B'**) that the Firm/Partners/Director/Proprietor has not been blacklisted and their business dealings with

Central/State Government/Public Sector Units/Autonomous Bodies have not been banned/terminated on the account of poor performance.

23. 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.

24. Tenderers have to submit Certificate/documents for being authorised manufacturer/distributors/agency/suppliers of reputed brand of packaged drinking water in 20 ltr Jar.

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

26. The vendor will maintain a supply card and will take the signature of Caretaking Branch officials as and when the supply is made and the same need to be attached with the monthly bill.

27. The Registry shall not be responsible for any wear and tear of water jars

28. Hypothetical or conditional tenders will not be entertained. Tender once submitted shall not be allowed to be withdrawn or altered. In the event of tender being withdrawn / altered, the tenderer may be debarred to participate in the tender process of the Supreme Court of India in future or any other action as deemed fit.

29. The Contract shall be valid for One (01) year from the date of awarding of contract/work order, which can be extended for a period of One (01) year at the same rate, terms and conditions, at the sole discretion of the Registry, subject to satisfactory performance of contractor.

30. The water jars shall be the property of contractor and shall be taken back after the completion of contract period.

31. Access to the office premises shall be restricted solely to the authorized representatives of the Service Provider. Personnel shall refrain from engaging in any private work within the premises outside their designated duties.

32. The bidder/ tenderer will have to enter into an Service Level Agreement (SLA) within one week from the date of receipt of Work-Order.

33. The bidder shall be responsible for safeguarding its own material during delivery and picking up jars from the premises, at its own cost. Any damage/spoiling of lift/floor/caused during such act will have to be made good by the agency at its own cost.

34. 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.

35. The rates so quoted shall remain effective for one year in the first instance from the date of commencement of the contract. For any breach committed during this period appropriate action shall be taken by the Registry, whose decision shall be final and binding on the party.

36. The contractor shall maintain the quality and purity of water throughout the contract period. The quality of jars used for packaging of drinking water should be as per approved applicable standard norms and every jar should be clean, transparent and shouldn't have fungus (any green or other colour layer) inside the jar bottle. The water jar should be of original brand, not damaged, clean & with untampered seal.

37. Water should be clear, potable, totally hygienic, odourless, meeting requisite standards for drinking.

38. All costs associated with materials, equipment, labor, and transportation shall be the exclusive responsibility of the Service Provider.

39. No security deposit will be charged for supply of water jars by the vendor from the Registry.

40. In case the supplies are 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 Registry in this regard shall be final.

41. The Registry shall have the discretion to withdraw the contract at any time without any notice and without assigning any reason thereof.

(E) PAYMENT TERMS

42. The payment will be made on monthly basis only after full supply is received and accepted as per approved specifications satisfactorily. No part payment or advance payment will be made on receipt of pre-receipted bill/invoice from the successful bidder.

43. The payment of the bills will be made subject to receiving satisfactory reports from user Branch (Caretaking).

44. Penalty, if any, shall be deducted from any of the outstanding payment due to the tenderer.

45. Statutory deductions shall be made as per applicable rules.

(F) PERFORMANCE SECURITY DEPOSIT

46. The successful tenderer will also have to deposit performance security deposit equivalent to 3% of the contract value prior to execution of the contract/agreement by way of Bank Guarantee. This security deposit will be liable to be forfeited in the event of the tenderer's failure to perform as per contract/agreement and if they are not able to provide satisfactory service in time. This deposit

towards performance shall be retained for a period of 14 months from the date of contract/agreement or till the final payment of the contract is made whichever is later. The Performance Security period would have to be extended appropriately in case of extension of Contract.

47. The performance security deposit shall stand forfeited in case of breach of any of the conditions mentioned herein.

(G) PRICE FALL CLAUSE CERTIFICATE

48. Tenderers are required to furnish the PFC (Price Fall Clause) Certificate as per the format given in **Annexure 'D'** which certify that "Prices charged by the firm are reasonable and the same as being charged to other Govt. / Semi Govt. Organization / PSUs".

(H) PENALTIES / LIQUIDATED DAMAGES

49. If services are not made in time and the Registry is forced to procure services from open market at higher rates, the loss so sustained will be deducted from the Performance Security of the tenderer.

50. In the event that any employee of the Service Provider is found liable for theft, loss, or damage to office property, the Service Provider shall be held accountable for any resulting compensation claims.

51. Irrespective of the fact whether the Registry gets the job done from the outside, a penalty of 1% of total cost of delayed job per hour subject to 10% of maximum will be deducted from the bill in respect of the jobs which are not done within the stipulated period. The same will not be charged if the standby arrangement is made during the prolonged repair period.

52. In case of breach of any conditions or unsatisfactory service during the currency of contract, the Registry shall have a right to terminate the contract and to entrust the work to another contractor. The loss, if any, sustained by the Registry on that account will be recovered from the Performance Security of the tenderer.

53. Any loss/damage sustained to the Registry will be recovered from the successful tenderer.

(I) TRANSFER & SUB-LETTING

54. The firm/bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.

(J) RELATIONSHIP OF PARTIES

55. Since both the parties are independent entities, under no circumstance will the employees of the successful bidder/ tenderer be deemed the employees of the Supreme Court of India Registry. The

contract shall, therefore, not grant any authority to the successful bidder/ tenderer to act for Supreme Court of India Registry in any capacity on its behalf.

(K) INTELLECTUAL PROPERTY RIGHTS

56. Supreme Court of India Registry shall be solely entitled to any Intellectual Property Right (IPR) emanating or in any way related to this tender bid/ process. If any infringement to such IPR is observed during the currency of the contract or any time thereafter, suitable legal action may be initiated by the Supreme Court of India Registry.

(L) CONFIDENTIALITY OF CONTRACT

57. The successful bidder/ tenderer shall ensure that the specific terms and conditions of the contract will also be treated as confidential information and that no disclosures will be made in any form without the prior written consent of the Supreme Court of India Registry, except (i) As required by applicable disclosure law; (ii) To accountants, Banks, Financing Sources, lawyers, etc., subject to a duty not to disclose to others or (iii) in connection with the enforcement of this contract.

(M) JURISDICTION

58. Since the contract shall be governed by and interpreted under, the laws of the Republic of India and Courts at Delhi shall have exclusive jurisdiction to try, entertain and decide the matters arising out of and in relation to the Contract. All disputes and differences are, however, subject to the jurisdiction of the courts situated in Delhi.

(N) ARBITRATION

59. In the event of any dispute or difference or disagreement between the parties in respect of any matter relating to or arising out of the Agreement/ Contract, the parties shall endeavor to resolve amicably any such disagreement or dispute by direct informal negotiation.

60. If the parties fail to resolve such a dispute or difference or disagreement by mutual consultation within twenty eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the Competent Authority.

(O) FORCE MAJEURE

61. In case the successful bidder/ tenderer is unable to fulfill the obligation under the contract owing to Force Majeure situation like war, fire, earthquake, floods, embargoes, act of terrorism etc., which are beyond the control of the parties, the successful bidder/ tenderer shall promptly notify Supreme Court Registry in writing of such condition and cause thereof. Unless otherwise directed by Supreme Court of India Registry in writing, the successful bidder/ tenderer shall continue to perform its obligations under the contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

62. In case of any doubt/clarification, the parties may contact Branch Officer, Admn. Materials

(Maintenance) at Telephone no. 011-23115864 before quoting the rates. For entry pass preparation, if required the visitor may login to Suswagatam Portal at <http://suswagatam.sci.gov.in/public/Index.aspx> for making photo entry passes before visiting to the Registry. Name of the Officer – Shri Sanjeev Kumar Sinha, Branch Officer (AM), and only two (02) representative(s) will be allowed for each firm.

Sd/-

(Padma Sundar)

Deputy Registrar (AM)

Encls: Annexures – ‘A’, ‘B’, ‘C’, ‘D’

Annexure-A

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

Dated : 12.08.2025

Last date for Submission of Tender: 2nd September, 2025 upto 3:00 P.M.

GeM BID Notice FOR
AWARDING OF RATE CONTRACT FOR SUPPLY OF BRANDED
DRINKING WATER IN 20 LTR JARS 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 drinking water of “specify Name of Brand” make)

<u>PROFORMA TO BE FILLED BY THE BIDDER/ TENDERER FIRM</u>		
1.	Name of the Bidding Company/ Firm	
2.	Name of the Brand is quoted for (PLEASE MENTION ONLY THE BRAND NAME)	
3.	Name of Owner(s)/ Partner(s)/ Director(s)/ Proprietor(s) (as applicable)	
4.	Full Particulars of Office in Delhi/NCR	
	(a) Complete Official Address	
	(b) Telephone/ Mobile No.	
	(c) Fax No.	
	(d) Official Email Address	
5.	Name of the Contact Person with Telephone/Mobile No./E-Mail ID	
6.	Year of Establishment of the Bidding Company/ Firm	
7.	Status of Firm (Company/ Partnership Firm/ Proprietary Firm or a Government Department or a PSU) etc,	

8.	Registration Details: (Signed and Stamped Copy to be uploaded with this form)				
	(1)	PAN No.			
	(2)	GST Registration No.			
9.	Details of Earnest Money Deposit (Issuing Bank & Dated)		DD No. & Date: Issuing Bank Name: Branch Name: Amount: Valid upto:		
10.	Bank details for refund of EMD:		Bank Name: Branch Name: Account No. IFSC :		
11.	Name & address of the Govt. Offices etc. (Any Two) with which the bidder/ tenderer had contract with details of contact person and the telephone/mobile number etc & details of any One Running Contract (preferably with Government organisation, PSU or Autonomous Bodies).				
	Sr. No.	Name and Address of the Organization		Value of Contract (Rs.)	Duration of Contract From To dd/mm/yyyy dd/mm/yyyy
	(1)				
	(2)				
	Details of Atleast One (01) Running Contract with Govt. organisation, PSU or Autonomous Bodies				
	(3)				
12.	Details of Statement depicting Annual Turnover During Last 3 (three) Years				

	Sr. No.	Financial Year	Income (in Rs.)
	(1)	2022-2023	
	(2)	2023-2024	
	(3)	2024-2025	
13.	Whether all the terms & conditions of NIT are acceptable :		Yes / No

Signature of the authorized/
signatory of the firm/company
organization/official stamp/seal

(On the Letter Head of the bidder)
UNDERTAKING

- (1) I/ we (Proprietor/ Partner/ Director/ Authorized Signatory) am/ are competent to sign this undertaking and execute this tender document.
- (2) I/we have carefully read and understood all the terms and conditions of the tender and hereby convey my/ our acceptance of the same.
- (3) The information/ documents furnished along with the tender are true and authentic to the best of my/ our knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of the tender at any stage besides liabilities towards prosecution under appropriate law.
- (4) I/we have apprised myself/ourselves fully about the job to be done during the currency of period of agreement and also acknowledge to bear the consequences of non-performance or deficiencies in services on my part.
- (5) I/We undertake that (Name of the Bidder/ Tenderer Firm) has not been indicted for any criminal, fraudulent or anti-competition activity and not been blacklisted/banned/terminated by any Central/State Government/ Public Sector Units/ Autonomous Bodies on account poor performance.
- (6) I/We undertake that (Name of the Bidder/ Tenderer Firm) complies with all the Labour Laws relating to Minimum Wages Act, PF/ESI Act/Statutory obligations, etc.

Date :

Place :

Signature of the authorized/
signatory of the firm/company
organization/official stamp/seal

(On the Letter Head of the OEM)

To,

The Registrar,
Supreme Court of India,
New Delhi – 110001

Subject: **Authorization letter for supply of Potable Packaged Drinking Water**

M/s. _____

Reference: _____

GeM Bid No. _____

We M/s. _____ (name of manufacture) hereby authorize to M/s. _____ (name and address of dealer/distributor) for participating in subject bid on GeM. We hereby confirm that the item supplied by the said dealer/distributor will be authentic material manufactured by us and will meet the quality as per tender specifications. We hereby also confirm that we will extend our full support for the timely delivery of the material by the said dealer/distributor and above and warranty for the same.

Signature and stamp of authorized signatory of OEM _____

Name: _____

Email ID: _____

Mobile/Phone No.: _____

Designation (if available)

Annexure-D

Price Fall Clause Certificate

(To be submitted on the bidder's company letter head)

I/We undertake that we have not offered to supply / supplied / are not supplying same or similar products / systems or sub systems/services at a price lower than that offered against the *Tender No.....dtd.....* in respect of any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product/systems or sub systems/services was supplied by the bidder to any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

Date:

Signature of the authorized/
signatory of the firm/company
organization/official stamp/seal

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	02-09-2025 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	02-09-2025 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Autonomous Body
विभाग का नाम/Department Name	Supreme Court Of India
संगठन का नाम/Organisation Name	Supreme Court Of India
कार्यालय का नाम/Office Name	Tilak Marg New Delhi 110001
वस्तु श्रेणी /Item Category	Supply of Packaged Water Bottle - Packaged Drinking Water Conforming to IS 14543; Everyday
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	39 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	964800
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/Mediation Clause	Yes (Mediation clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and pre-litigation mediation can be taken up without any such clause also

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	19000

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई

केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Branch Officer

TILAK MARG NEW DELHI 110001, Supreme Court of India, Supreme Court of India, Autonomous Body
(Sanjeev Kumar Sinha)

विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services

over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Supply Of Packaged Water Bottle - Packaged Drinking Water Conforming To IS 14543; Everyday (20)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Water	Packaged Drinking Water Conforming to IS 14543
Service Delivery Schedule	Everyday
एडऑन /Addon(s)	
Top load Hot & Cold water dispenser with refrigerator	NA
Bottom load Hot & Cold water dispenser with refrigerator	NA

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Estimated number of bottles per day	अतिरिक्त आवश्यकता /Additional Requirement
1	Sanjeev Kumar Sinha	110001,SUPREME COURT OF INDIA, TILAK MARG, NEW DELHI-110001	20	<ul style="list-style-type: none">• Number of Service days in month : 30• Number of months for which service is required : 12

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976,

The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---