SUPREME COURT OF INDIA ADMN. MATERIAL(M)

F.No.AM-P/12(81)/13/2023-SC(AM-M)

Dated: 29.08.2025

Last date for Submission of Tender: 19th September, 2025 upto 3:00 P.M.

GeM BID NOTICE FOR PURCHASE OF SAMSUNG MOBILE PHONES

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 firms/manufacturers/authorised dealers/distributors of Samsung as per the Proforma attached herewith at Annexure 'A', for awarding Purchase Order for supply of models Samsung A-26 5G (8 GB 256 GB) and A-26 5G (8 GB 128 GB) along with adapter. The total requirement of Samsung mobile phones is expected to be **105 units approximately**. The exact requirement may increase/decrease depending upon the requirement.

S. No.	Model of Mobile handset	Estimated Required Quantity
1.	Samsung A-26 5G (8 GB 256 GB) along with adapter	9 units
2.	Samsung A-26 5G (8 GB 128 GB) along with adapter	96 units

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:

CRITICAL DATE SHEET					
Stage	Date	Time			
Bid/ Tender Document Publishing Date & Time	29.08.2025	16:15 Hrs.			
Bid/ Tender Document Download Start Date & Time	29.08.2025	16:30 Hrs.			
Bid/ Tender Submission Start Date & Time	29.08.2025	16:30 Hrs.			
Bid/ Tender Submission End Date & Time	19.09.2025	15:00 Hrs.			
Bid/ Tender Opening Date & Time	19.09.2025	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 with/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 the said Samsung mobile phones on GeM Portal as per GeM guidelines.

(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 tenderer must comply with latest BIS standards, as amended from time to time. Authorization Certificate from the OEM should be uploaded along with the bid.
 - b) The tenderer should have an average annual turnover of the last three (03) years ending March, 2025 of ₹9 lakhs or above and proof of the same should be enclosed.
 - c) Bidder must have valid GST Registration Certificate. A copy of the same should be enclosed with the Technical-Bid.
 - d) Bidder must possess valid PAN Card. A copy of the same should be enclosed with the Technical-Bid.
 - e) The Bidder must have an office in Delhi/NCR, to support the services.
 - f) The Bidder should provide two atleast (02) Work Orders/Contracts from prestigious organisations, Government organisations, PSU or Autonomous bodies.

Note: The Tenders will be evaluated based on meeting the tender criteria viz. submission of EMD/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 supply satisfactorily.

(B) BID SUBMISSION

- 4. The bidders/ tenderers are required to submit **Earnest Money Deposit (EMD) of Rs. 41,184/-(Rupees Forty One Thousand One Hundred Eighty Four 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. As per the said guidelines, under MSE category, only manufacturers for goods and service providers for services are eligible for exemption from EMD. Traders are excluded form the purview of this policy.

PART –I: Technical Bid shall contain the following:

S. No.	Documents To Be Uploaded	
	(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 Technical Bid Proforma as per format at Annexure 'A' (Page Nos. 10-11)	
4.	Signed and stamped copy of <u>Undertaking/ Declaration</u> as per format at Annexure 'B' (Page No. 12) on the letter head of the bidding firm.	
5.	Signed and stamped copy of (MAF) as per format at Annexure 'C' of this document on the letter head of the bidding firm, issued by OEM (Page No. 13)	
6.	Signed and stamped copy of Annexure 'D' (Page No. 14)	
7.	Signed/ Stamped proof of their domicile in Delhi/NCR along with address of the office	
8.	Signed/ Stamped copy of Registration/ Incorporation Certificate of the bidding firm (should have been 3 or more years old)	

Signed/ Stamped copy of PAN Number
 Signed/ Stamped copy of GST Registration
 Signed/ Stamped copy of Audited Accounts Statement of annual turnover for last three financial years (i.e., 2022-23, 2023-24, 2024-25)
 Signed/ Stamped copy of this duly filled Check List of Documents to be uploaded.

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 Purchase Order 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 MOBILE PHONES

- 7. The specifications and package of the mobile should be in conformity with those released in open market.
- 8. Mobile phones should not have issues relating to battery charging, battery heating, drainage of battery, display, touchscreen malfunctions (cracked screen, unresponsive touch), connectivity issues, audio glitches etc.
- 9. Any liability arising out of unsafe mobile handsets supplied, will be borne by the bidder.

(D) GENERAL TERMS & CONDITIONS

- 10. 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.
- 11. 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.
- 12. Certified translated copy of supporting documents should be uploaded in English, in case of documents available in Regional/ vernacular language.

- 13. Those Technical bids which are found to be in order i.e. satisfying all the stipulated conditions for Mobile Phones 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.
- 14. 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.
- 15. In case of more than one L1 bid emerging, the bidder will be selected as per GeM guidelines.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. In case the successful bidder fails to undertake the supply within 15 days from the date of issue of Purchase order, the Registry reserves the right to terminate the Purchase Order or at its discretion will forfeit the security deposit/EMD furnished by the bidder.
- 20. The rates should be valid for a **minimum period of 90 days** from the date of opening of tenders/Financial bids. 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 rates or any terms thereof.
- 21. 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.
- 22. 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.
- 23. Tenderers have to submit Certificate/documents for being authorised manufacturer/distributors/agency/suppliers of Samsung mobile phones.
- 24. The Registry reserves the right to seek clarification or verification of any information supplied by the bidder.

- 25. 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.
- 26. The bidder shall be responsible for safeguarding its own material during delivery of the mobile phones, 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.
- 27. The tenderer should provide the name and telephone/mobile number of the authorized 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.
- 28. The successful tenderer shall maintain the quality of the mobile phones. The mobile phones should be of original brand, not damaged & with untampered seal.
- 29. All costs associated with materials, equipment, labor, and transportation shall be the exclusive responsibility of the supplier.
- 30. In case the consignment 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 during the warranty period. The decision of the Registry in this regard shall be final.
- 31. The Registry shall have the discretion to withdraw the Purchase Order at any time without any notice and without assigning any reason thereof.
- 32. The acceptance of the supply of goods shall be subject to confirmation of the specifications and its quality by the Inspection Committee constituted for this purpose.

(E) PAYMENT TERMS

- 33. The payment will be made only after full supply is received and accepted by the Registry. No part payment or advance payment will be made to the successful bidder.
- 34. Penalty, if any, shall be deducted from any of the outstanding payment due to the tenderer.
- 35. Statutory deductions shall be made as per applicable rules.

(F) PERFORMANCE SECURITY DEPOSIT

36. The successful tenderer will also have to deposit performance security equivalent to 3% of the consignment value within a week from the date of receipt of Purchase Order, by way of Bank Guarantee. The Performance Security Deposit shall remain valid for a period of 60 days beyond the

Warranty period of smartphones.

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

(G) PRICE FALL CLAUSE CERTIFICATE

38. Tenderers are required to furnish the PFC (Price Fall Clause) Certificate as per the format given in **Annexure 'D'**.

(H) PENALTIES / LIQUIDATED DAMAGES

- 39. If services/supply are not made in time and the Registry is forced to procure mobile phones from open market at higher rates, the loss so sustained will be deducted from the Performance Security of the tenderer.
- 40. 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.
- 41. In case of breach of any conditions or unsatisfactory service during the currency of agreement, the Registry shall have a right to terminate the Purchase Order 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.
- 42. Any loss/damage sustained to the Registry's items will be recovered from the successful tenderer.

(I) TRANSFER & SUB-LETTING

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

(J) RELATIONSHIP OF PARTIES

44. 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 Purchase Order 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

45. 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 Purchase Order or any time thereafter, suitable legal action may be initiated by the Supreme Court of India Registry.

(L) CONFIDENTIALITY OF CONTRACT

46. The successful bidder/ tenderer shall ensure that the specific terms and conditions of the Purchase Order 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 Pruchase Order.

(M) JURISDICTION

47. Since the Purchase Order 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 Purchase Order. All disputes and differences are, however, subject to the jurisdiction of the courts situated in Delhi.

(N) ARBITRATION

- 48. 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, the parties shall endeavor to resolve amicably any such disagreement or dispute by direct informal negotiation.
- 49. 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

- 50. In case the successful bidder/ tenderer is unable to fulfil the obligation under the Purchase Order 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 Purchase Order as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 51. 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.AM-P/12(81)/13/2023-SC(AM-M)

Dated: 29.08.2025

Last date for Submission of Tender: 19th September, 2025 upto 3:00 P.M.

GeM BID NOTICE FOR PURCHASE OF SAMSUNG MOBILE PHONES

(To be filled in by the tenderer with reference to Notice Inviting Tender for supply of Mobile Phones of Samsung make)

		PROFORMA TO BE FIL	LED BY THE BIDDER/ TENDERER FIRM
1.	Name Firm	e of the Bidding Company/	
2.	Direc	e of Owner(s)/ Partner(s)/ tor(s)/ Proprietor(s) (as cable)	
3.	Full I	Particulars of Office in Delhi	'NCR
	(a)	Complete Official Address	
	(b)	Telephone/ Mobile No.	
	(c)	Fax No.	
	(d)	Official Email Address	
4.		e of the Contact Person with shone/Mobile No./E-Mail	
5.		of Establishment of the ng Company/ Firm	
6.	Firm	s of Firm (Company/ ership Firm/ Proprietary or a Government rtment or a PSU) etc.	
7.	Regis	tration Details: (Signed and	Stamped Copy to be uploaded with this form)
	(1)	PAN No.	

	(2)	GST Registration No.				
8.	Details	of Earnest Money	DD No.	. & Date:		
	Deposi	t (Issuing Bank & Dated)	Issuing	Bank Name:		
			Branch	Name:		
			Amoun	t:		
			Valid u	pto:		
9.	Bank d	etails for refund of EMD:	Bank N	ame:		
			Branch	Name:		
			Accoun	it No.		
			IFSC:			
10.	Details	of Statement depicting An	nual Tur	nover During Last 3	(three) Years	
	Sr. No.	Financial Year			come Rs.)	
	(1)	2022-2023				
	(2)	2023-2024				
	(3)	2024-2025				
11.	11. Name & address of the Govt. Offices etc. (Atleast Two) with which the bidder/ tenderer had contract with details of contact person and the telephone/mobile number etc., preferably with Government organisation, PSU or Autonomous Bodies.					
12.	Sr. No.	Name and Address of t	he Value of Contract	Duration of Contract		
		Organization		(Rs.)	From	То
					dd/mm/yyyy	dd/mm/yyyy
	(1)					
	(2)					
13.	Whether condition accepta	ons of NIT are		Ye	s / No	

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

(On the Letter Head of the bidder) <u>UNDERTAKING</u>

(1) undert	`	oprietor/ Partnexecute this te			zed Signat	ory) am/ are	competent t	o sign this
(2) hereby		e carefully rea ny/ our accepta			ll the terms	s and conditi	ons of the	tender and
false i	f my/ our l nformation	rmation/ docur knowledge and n/ fabricated d ls prosecution u	belief. I ocument	/ we, am / a would lead	re well awa to rejection	are of the fact	that furnish	ning of any
-	of agree	e apprised mys ment and also ervices on my p	acknow	-	•		_	-
(5)	I/We	undertake	that	(<u>Name</u>	of the	Bidder/ has not be		_
		lent or anti-con vernment/ Pub	-					0 0
•	I/We plies with tions, etc.	undertake all the Labo	that ur Laws	(<u>Name</u> relating to	of the Minimum		Tendere PF/ESI Ac	
Date :								
Place	:					Sign	ature 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 Samsung Mobile Phones Reference: GeM Bid No. _____ (name of We M/s. 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 _____ Email ID:

Mobile/Phone No.:

<u>Designation</u> (if available)

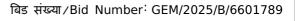
Annexure-D

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
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



दिनांक /Dated: 29-08-2025





बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details		
बिड बंद होने की तारीख/समय /Bid End Date/Time	19-09-2025 14:00:00	
बिड खुलने की तारीख/समय /Bid Opening Date/Time	19-09-2025 14:30:00	
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	
कुल मात्रा/Total Quantity	105	
वस्तु श्रेणी /Item Category	Smartphone (V2) (Q2) (PAC Only) , Smartphone (V2) (Q2)	
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	9 Lakh (s)	
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	Past Performance,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	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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	2	

बिड विवरण/Bid Details		
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7	
विगत प्रदर्शन /Past Performance	80 %	
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No	
बिड का प्रकार/Type of Bid	Two Packet Bid	
प्राथमिक उत्पाद श्रेणी/Primary product category	Smartphone (V2)	
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days	
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No	
अनुमानित बिड मूल्य /Estimated Bid Value	2059200	
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation	
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes	
मध्यस्थता खंड/Arbitration Clause	Yes (<u>Arbitration clause document</u>) 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 prelitigation mediation can be taken up without any such clause also	

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	41184

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। 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 securityshould 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 खरीद वरीयता/MII Purchase Preference

100		
	एमआईआई खरीद वरीयता/MII Purchase Preference	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes	
रमरसङ् अराद परायता/MSL Furchase Freierence	les	

मध्यस्थता खंड के समावेश को मंजूरी देने वाले सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority approval for PAC

Competent Authority Approval document for PAC : <u>View Document</u>

सक्षम प्राधिकारी का नाम/Name of Competent Authority	Registrar
सक्षम प्राधिकारी का पद/Designation of Competent Authority	Registrar
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	Supreme Court of India
सीए अनुमोदन संख्या/CA Approval Number	1234
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	2025-08-22 00:00:00
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	That the PAC bid should be created on GeM portal for smartphones for Supreme Court of India.

- 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. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the

Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

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.

- 3. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid 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 product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
- 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 Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Smartphone (V2) (9 pieces) (Under PAC)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अईता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Bis Required		Yes
Make samsung		
Model	samsunggalaxysmartphonea265g(8256gb)	

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification विशिष्टि का नाम /Specification	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
--	--

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
GENERIC	Description of Stores	Smartphone with 1 Year warranty, 5.0 or higher Bluetooth, 802.11a/b/g/n/ac or latest Wi-Fi, Capacitive (Multi-Touch), USB Transfer/Charging cable and Charging Adapter and GPS support
	Number of Total Processor Core	8
	Operating System	Android 14
MEMORY	RAM Size (in GB)	8, 10, 12 Or higher
	Internal Storage (in GB)	256, 512 Or higher
	Storage Expandable up to (in GB) using MicroSD card slot	256 GB Or higher
DISPLAY	Maximum Brightness (in Nits)	401 - 500, 501 - 600, 601 - 800, 801 to 1000, 1001 to 1500 Or higher
	Maximum Refresh Rate (in Hz)	106 to 125, 126 to 145 Or higher
Camera	Front Camera Minimum Resolution (in Mega Pixels)	12.1 to 24, 24.1 to 48 Or higher
	Primary Rear Camera Minimum Resolution (in Mega Pixel)	40.1 to 60 Or higher
FEATURES	SIM Card Slots	Dual Or higher
	IP Rating	IP67, IP68 Or higher
CONNECTIVITY	Network Technology Supported	2G,3G,4G LTE,5G
BATTERY	Minimum Battery Capacity (in mAh)	4501 to 5000, 5001 to 5500, 5501 to 6000 Or higher

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Sanjeev Kumar Sinha	110001,SUPREME COURT OF INDIA, TILAK MARG, NEW DELHI-110001	9	15

Smartphone (V2) (96 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Pic Doquirod	Yes
Bis Required	res

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)	
GENERIC	Description of Stores	Smartphone with 1 Year warranty, 5.0 or higher Bluetooth, 802.11a/b/g/n/ac or latest Wi-Fi, Capacitive (Multi-Touch), USB Transfer/Charging cable and Charging Adapter and GPS support	
	Number of Total Processor Core	8	
	Operating System	Android 14	
MEMORY	RAM Size (in GB)	8, 10, 12 Or higher	
	Internal Storage (in GB)	128, 256, 512 Or higher	
	Storage Expandable up to (in GB) using MicroSD card slot	256 GB Or higher	
DISPLAY	Maximum Brightness (in Nits)	401 - 500, 501 - 600, 601 - 800, 801 to 1000, 1001 to 1500 Or higher	
	Maximum Refresh Rate (in Hz)	106 to 125, 126 to 145 Or higher	
Camera	Front Camera Minimum Resolution (in Mega Pixels)	12.1 to 24, 24.1 to 48 Or higher	
	Primary Rear Camera Minimum Resolution (in Mega Pixel)	40.1 to 60 Or higher	
FEATURES	SIM Card Slots	Dual Or higher	
	IP Rating	IP67, IP68 Or higher	
CONNECTIVITY	Network Technology Supported	2G,3G,4G LTE,5G	
BATTERY	Minimum Battery Capacity (in mAh)	4501 to 5000, 5001 to 5500, 5501 to 6000 Or higher	

परेषिती / रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Sanjeev Kumar Sinha	110001,SUPREME COURT OF INDIA, TILAK MARG, NEW DELHI-110001	96	15

Special terms and conditions-Version:1 effective from 31-01-2025 for category Smartphone (V2)

1. The product in GeM marketplace (Direct Purchase & L1 purchase) comes with a minimum standard

warranty of one year. In case the seller has standard warranty more than one year, the same may be mentioned in the catalogue (including in the model name) and in such case higher warranty offered shall prevail/supersede the minimum one year warranty.

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity \div Original quantity) \times Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

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 <u>attached categories</u>, 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. 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.
- 16. 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.

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by 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 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---